



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Agenda - Monday, October 21, 2024 - 6:00 PM

Call to Order

Roll Call

Invocation given by Director Ulysses Brewer

Pledge of Allegiance led by Interim Police Chief Ed Chattaway

CITIZEN COMMUNICATION

A limit of five (5) minutes per person is allotted for citizens to express their concerns to the Board of Directors, with a maximum of fifty (50) minutes reserved for Citizens Communication.

Please fill out a Citizen Communication Card with your name and contact information for the City Clerk's records.

PROCLAMATION(S)

1. Proclamation declaring October 28, 2024, as National First Responders Day. (CCD)
2. Proclamation declaring the month of November as Business Appreciation Month. (BOD)

CONSENT

3. Approval of the minutes of the regular meeting October 7, 2024. (CCD) City Clerk Heather Soyars
4. Adopt a Resolution amending the FY2024 Budget (Resolution No. 2023-103) and the Public Works Budget to include additional funding from Miller County Property Tax Revenue for Roads and the expense for road improvements. (PWD) Interim Public Works Director Tracie Lee
5. Adopt a Resolution authorizing the City Manager to enter into a contract with Cunningham Recreation for the design, build, and installation of an inclusive playground at the Texarkana Recreation Center. (PARKS) Parks Superintendent Adam Dalby

REGULAR

6. Consider the following action concerning the 2024 Byrne Justice Assistance Grant Program:

Conduct a Public Hearing to allow citizen input regarding the use of Byrne Justice Assistance Grant Program monies for the Texarkana, Arkansas Police Department.

Adopt a Resolution granting permission to submit the 2024 application and authorizing the City Manager to execute a Memorandum of Understanding (MOU) Interlocal Agreement with Miller County, regarding the Byrne Justice Assistance Grant (JAG-yearly grant). (TAPD) CID Secretary Amy Smith

7. Adopt an Ordinance waiving competitive bidding requirements and authorizing the purchase of a new Motorola RMS/CAD program called Command Central. (TAPD) Interim Police Chief Ed Chattaway

The applicant requests an emergency clause. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board. (Hdbk. Const. Amend 7)

8. Adopt an Ordinance granting the request for prerequisite municipal approval of a private club application for 116 East Broad Street, Eagles Full House. (Westmoreland) (ADMIN) City Manager Tyler Richards

9. Adopt a Resolution authorizing the Airport to enter into a contract with McClelland Engineering for the Primary Runway 500' Extension Design Part A. (AIRPORT) Executive Director Paul Mehrlich

10. Adopt a Resolution authorizing the Airport to enter into a contract with McClelland Engineering for the Primary Runway 500' Extension Design Part B. (AIRPORT) Executive Director Paul Mehrlich

11. Adopt a Resolution authorizing the Airport to enter into an agreement with McClelland Consulting Engineers, Inc., for engineering and survey services for the Apron Phase II Construction Part A. (AIRPORT) Executive Director Paul Mehrlich

12. Adopt a Resolution to approve and accept the FAA Airport Improvement Program Grant for Airport Apron Phase II Construction Part B. (AIRPORT) Executive Director Paul Mehrlich

13. Adopt a Resolution approving the Airport Five-Year Capital Improvement Plan. (AIRPORT) Executive Director Paul Mehrlich

14. Adopt an Ordinance to grant an easement on airport property south of East 19th Street, adjoining Chamber of Commerce property, to Project Moonbeam, to allow access to clear and maintain trees and brush. (AIRPORT) Executive Director Paul Mehrlich

The applicant requests an emergency clause. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board. (Hdbk. Const. Amend 7)

15. Adopt an Ordinance granting a right-of-way easement for SWEPCO to install a transformer on airport property to connect the Solar Canopy to begin producing electricity. (AIRPORT) Executive Director Paul Mehrlich

The applicant requests an emergency clause. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board. (Hdbk. Const. Amend 7)

BOARD OF DIRECTORS' COMMENTARY

NEXT MEETING DATE: Monday, November 4, 2024

ADJOURN

2024 City Calendar

Auto & Motorcycle Show - Thursday - Saturday - October 24th - 26th

Halloween Bash - Saturday - October 26th

Trunk or Treat - Sunday - October 27th

Gateway Farmers Market - Holiday Market - Saturday - November 23rd

Feast of Our Lady of Guadalupe - Sunday - December 8th

Texarkana Rec Center Calendar

Live to the Beat - 9AM-10AM - Monday through Friday

Ageless Grace - Mondays & Thursdays – 2PM - 3PM

The Fabric Shop - Thursdays - 8AM - 2PM

Quilters - Fridays - 9AM - 3PM

Gym Open - Daily - 3PM - 5PM

Dance Fitness - Tuesdays - 6PM & Saturdays - 11AM



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE:	Approval of the minutes of the regular meeting October 7, 2024. (CCD) City Clerk Heather Soyars
AGENDA DATE:	October 21, 2024
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Minutes
DEPARTMENT:	City Clerk Department
PREPARED BY:	Heather Soyars, City Clerk
REQUEST:	Approval of meeting minutes.
EMERGENCY CLAUSE:	N/A
SUMMARY:	Approval of meeting minutes
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	The City Clerk recommends Board approval.
EXHIBITS:	Meeting minutes.



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Minutes - Monday, October 07, 2024 - 6:00 PM

Mayor Allen Brown called the meeting to order at 6:00 PM.

PRESENT: Mayor Allen Brown, Ward 1 Director Terry Roberts, Ward 2 Director Laney Harris, Ward 3 Director Steven Hollibush, Ward 4 Director Ulysses Brewer, and Ward 5 Director Danny Jewell.

ALSO, PRESENT: City Manager Tyler Richards, City Attorney Josh Potter, and Deputy City Clerk Jenny Narens.

ABSENT: Assistant Mayor Ward 6 Director Jeff Hart and City Clerk Heather Soyars.

Invocation given by Mayor Allen Brown.

Pledge of Allegiance led by Deputy City Clerk Jenny Narens.

CITIZEN COMMUNICATION

Thomas Bohon, 1807 Highland Street, spoke about the damage made from City workers on the property located at 115 Jackson Street.

Pastor Chris Owens, 3614 Garland Avenue, wanted to remind everyone about the lunch for the first responders at the Rec Center on October 19, 2024.

PRESENTATION(S)

1. Presentation of the City of Texarkana, Arkansas Employee Service Awards. (ADMIN)

Deanne Grider	IT Department	5 Years
Daniel Williams	TWU	5 Years
Jared McCreery	TWU	15 Years

PROCLAMATION(S)

2. Presented a proclamation declaring October 13th – 19th, 2024, as Black Restaurant Week. (BOD)

At the request of the City Manager, Mayor Brown pulled item 10 from the Consent agenda. Adopt a Resolution amending the FY2024 Budget (Resolution No. 2023-103) and the Public Works

Budget to include funding from Public Works Fund Balance. (PWD) Interim Public Works Director Tracie Lee

CONSENT

Director Hollibush made the motion to adopt the Consent agenda, Seconded by Director Roberts. The motion carried and the following items were approved:

3. Approval of the minutes of the regular meeting September 16, 2024, and the special called meeting September 30, 2024. (CCD) City Clerk Heather Soyars
4. Resolution No. 2024-75 rescheduled Board of Directors meetings in 2025 that conflict with certain holidays. (CCD) City Clerk Heather Soyars
5. Resolution No. 2024-76 authorized the City Manager to enter into a Memorandum of Understanding (MOU) with the Texarkana Regional Airport, Texarkana College Police, Texarkana, Arkansas Police, and the City of Texarkana, Arkansas. (TAPD) Interim Police Chief Ed Chattaway
6. Resolution No. 2024-77 amended Resolution No. 2023-94, to correct the parcel number for 514 Ferguson to 1590060. (Ward 2) (PWD) Interim Assistant Public Works Director Roger Douglas
7. Resolution No. 2024-78 amended Resolution No. 2023-97, to correct errors for parcel numbers and addresses. (Ward 2) (PWD) Interim Assistant Public Works Director Roger Douglas
8. Resolution No. 2024-79 amended Resolution No. 2024-23, corrected the parcel number for 709 Cleveland Street to 1610520. (Ward 2) (PWD) Interim Assistant Public Works Director Roger Douglas
9. Resolution No. 2024-80 amended Resolution No. 2024-71 to correct the parcel number for 2218 Selma to 4850490. (Ward 1) (PWD) Interim Assistant Public Works Director Roger Douglas
11. Resolution No. 2024-81 authorized the City Manager to enter into a Memorandum of Understanding (MOU) with the City of Texarkana, Texas, to apply for a Brownfields Assessment Grant. (PWD) Interim Public Works Director Tracie Lee

REGULAR

12. Consider the following action concerning the clean-up of thirty-eight (38) nuisance properties.
Conduct a Public Hearing to receive comments regarding certification of certain delinquent taxes.

Mayor Brown opened the Public Hearing.

Interim Assistant Public Works Director Roger Douglas gave a brief presentation regarding the nuisance properties.

Mayor Brown asked if anyone would like to speak for or against this item.

Director Harris asked how the property owner could dispute a lien placed on their property by the City.

City Attorney Josh Potter said you would need to file an appeal with the circuit court.

Director Hollibush asked what the difference between the liens for condemned houses and nuisance properties.

Interim Assistant Public Works Director Roger Douglas said with the condemned houses, last year the City decided not to file a lien if the City tore down the structure, and if Community Development Block Grant (CDBG) money was used to take down the structure a lien had to be filed.

Mayor Brown closed the Public Hearing.

Resolution No. 2024-82 certified amount to be put on tax books as delinquent and collected accordingly. (PWD) Interim Assistant Public Works Director Roger Douglas

Motion to adopt the resolution made by Director Roberts, Seconded by Director Hollibush.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Jewell.

The motion carried 6-0 and the Mayor declared the resolution adopted.

13. Ordinance No. 22-2024 rezoned property located at 710 Phillips Lane, from R-3 Low Density Residential to A-1 Limited Mixed Use Rural for the purpose of operating a hobby farm. (Ward 1) (PWD-Planning) City Planner Jamie Finley

City Planner Jamie Finley gave a brief presentation.

After a brief discussion, the motion to suspend the rules and place the ordinance on its first reading in abbreviated form made by Director Roberts, Seconded by Director Hollibush.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Jewell.

The motion carried 6-0 and the ordinance was read the first time in abbreviated form.

Motion to suspend the rules and place the ordinance on its second reading in abbreviated form made by Director Brewer, Seconded by Director Hollibush.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Jewell.

The motion carried 6-0 and the ordinance was read the second time in abbreviated form.

Motion to suspend the rules and place the ordinance on its third and final reading in abbreviated form made by Director Roberts, Seconded by Director Hollibush.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Jewell.

The motion carried 6-0 and the ordinance was read the third time in abbreviated form.

Motion to adopt the ordinance made by Director Hollibush, Seconded by Director Brewer.

Mayor Brown asked if anyone would like to speak for or against this ordinance.

No one came forward.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Jewell.

The motion carried 6-0 and the Mayor declared the ordinance adopted.

The applicant requests an emergency clause. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board. (Hdbk. Const. Amend 7)

Motion to enact the emergency clause made by Director Roberts, Seconded by Director Harris.

Mayor Brown asked if anyone would like to speak for or against the emergency clause.

No one came forward.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Jewell.

The motion carried 6-0 and the Mayor declared the emergency clause enacted.

14. Ordinance No. 23-2024 amended Ordinance No. L-180 to reflect the minimum area of a Planned Unit Development (PUD) to be two (2) acres. (PWD-Planning) City Planner Jamie Finley

City Planner Jamie Finley gave a brief presentation.

After a brief discussion, the motion to suspend the rules and place the ordinance on its first reading in abbreviated form made by Director Hollibush, Seconded by Director Roberts.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Jewell.

The motion carried 6-0 and the ordinance was read the first time in abbreviated form.

Motion to suspend the rules and place the ordinance on its second reading in abbreviated form made by Director Brewer, Seconded by Director Hollibush.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Jewell.

The motion carried 6-0 and the ordinance was read the second time in abbreviated form.

Motion to suspend the rules and place the ordinance on its third and final reading in abbreviated form made by Director Hollibush, Seconded by Director Brewer.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Jewell.

The motion carried 6-0 and the ordinance was read the third time in abbreviated form.

Motion to adopt the ordinance made by Director Hollibush, Seconded by Director Roberts.

Mayor Brown asked if anyone would like to speak for or against this ordinance.

No one came forward.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Jewell.

The motion carried 6-0 and the Mayor declared the ordinance adopted.

15. Ordinance No. 24-2023 amended Ordinance No. L-61 to add the word “overlay” after each occurrence of the term “R-1 Rural Residential” in Section 28-75. Temporary secondary dwelling units of the *City of Texarkana, Arkansas, Code of Ordinances*. (PWD-Planning) City Planner Jamie Finely

City Planner Jamie Finely gave a brief presentation.

After a brief discussion, the motion to suspend the rules and place the ordinance on its first reading in abbreviated form made by Director Hollibush, Seconded by Director Roberts.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Jewell.

The motion carried 6-0 and the ordinance was read the first time in abbreviated form.

Motion to suspend the rules and place the ordinance on its second reading in abbreviated form made by Director Brewer, Seconded by Director Hollibush.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Jewell.

The motion carried 6-0 and the ordinance was read the second time in abbreviated form.

Motion to suspend the rules and place the ordinance on its third and final reading in abbreviated form made by Director Hollibush, Seconded by Director Brewer.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Jewell.

The motion carried 6-0 and the ordinance was read the third time in abbreviated form.

Motion to adopt the ordinance made by Director Hollibush, Seconded by Director Roberts.

Mayor Brown asked if anyone would like to speak for or against this ordinance.

No one came forward.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Jewell.

The motion carried 6-0 and the Mayor declared the ordinance adopted.

BOARD OF DIRECTORS' COMMENTARY

Director Harris said he received a phone call about the overgrowth of Community Street and Roberts Street and wanted to see if it could be taken care of. He also asked if the City had a representative with the Housing Authority because several playgrounds and basketball courts had been removed.

Director Hollibush mentioned a Food Truck Festival at Bobby Ferguson Park on October 26, 2024.

Director Brewer wanted to say thank you to Rodney Sullivan and Sara Meredith for always picking up the trash in Ward 4. He also said the investigation with Swepeco was still ongoing.

CITY MANAGER REPORT

City Manager Tyler Richards said he spoke with the Texas-side City Manager about Texarkana Water Utilities (TWU) IT Department, and they decided to separate the IT Department from TWU and promote Brandon Uselton to Chief Information Officer. He said Brandon would report directly to the two City Managers. City Manager said the National Night Out last week was a huge success and thanked the Police and Fire Departments for their involvement. He also said he spoke with a new vendor to provide a modernized website for the City.

NEXT MEETING DATE: Monday, October 21, 2024

ADJOURN

Motion to adjourn made by Director Brewer, Seconded by Director Hollibush.

Voting Yea: Assistant Mayor Hart, Director Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Jewell.

The motion carried 6-0 and the meeting adjourned at 7:23 PM.

APPROVED this on the 21st day of October 2024.

Jeff Hart, Assistant Mayor

Jenny Narens, Deputy City Clerk



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE:	Adopt a Resolution amending the FY2024 Budget (Resolution No. 2023-103) and the Public Works Budget to include additional funding from Miller County Property Tax Revenue for Roads and the expense for road improvements. (PWD) Interim Public Works Director Tracie Lee
AGENDA DATE:	10/07/2024
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/>
DEPARTMENT:	Public Works Department
PREPARED BY:	Tracie Lee, Interim Public Works Director

REQUEST:	Adopt a Resolution amending the FY2024 Budget (Resolution No. 2023-103) and the Public Works Budget to include additional funding from Miller County Property Tax Revenue for Roads and the Expense for Road Improvements.
EMERGENCY CLAUSE:	This item will be approved by a resolution; therefore, it will not need an emergency clause.

SUMMARY:	<p>The FY2024 Public Works budget must be amended to include additional funding from property tax revenue for materials to chip seal, concrete panel replacement, pothole repair and other road project improvements in the amount of \$250,000.00.</p> <p>When the 2024 budget was approved it did not include property tax revenue that was approved by Miller County Appropriation Ordinance No. 2023-20 increasing the tax rate for roads from 0.300 to 1.800. The board approved revenue was \$122,000.00.</p> <p>This increase in revenue will also increase the expense for Materials Streets and Bridges from \$400,000.00 to \$650,000.00.</p>
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EXPENSE REQUIRED:	\$372,000.00
AMOUNT BUDGETED:	\$122,000.00
APPROPRIATION REQUIRED:	\$250,000.00 (Property Tax Revenue)
RECOMMENDED ACTION:	City Manager and staff recommend board approval.
EXHIBITS:	Resolution

RESOLUTION NO. _____

WHEREAS, it is necessary to amend the FY2024 Budget (Resolution No. 2023-103), and in particular the Public Works portion thereof, to include additional funding from Miller County Property Tax Revenue for roads and the expense for road improvements; and

WHEREAS, when the FY2024 budget was approved, it did not include property tax revenue that was approved by Miller County Appropriation Ordinance No. 2023-20, increasing the tax rate for roads from 0.300 to 1.800, with the Board approved revenue being \$122,000.00; and

WHEREAS, the Public Works portion of the budget must be amended to include additional funding from that property tax revenue for materials to chip seal, provide concrete panel replacement, and pothole repair in the amount of \$250,000; and

WHEREAS, the increase in revenue will also increase the expense for Materials, Streets, and Bridges from \$400,000.00 to \$650,000.00; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that the FY2024 Budget (Resolution No. 2023-103) is amended to include tax revenue in the amount of \$250,000 to the Public Works Fund for the expenses of materials to chip seal, provide concrete panel replacement, and pothole repair.

PASSED AND APPROVED this 21st day of October 2024.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the City Manager to enter into a contract with Cunningham Recreation for the design, build, and installation of an inclusive playground at the Texarkana Recreation Center. (PARKS)
Parks Superintendent Adam Dalby

AGENDA DATE: October 21, 2024

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Parks and Recreation Department

PREPARED BY: Adam Dalby, Parks Superintendent

REQUEST: Enter into a contract with Cunningham Recreation for the design, build, and installation of an inclusive playground at the Texarkana Recreation Center.

EMERGENCY CLAUSE: N/A

SUMMARY: A resolution authorizing the City Manager to enter into a contract with Cunningham Recreation for the design, build, and installation of an inclusive playground at the Texarkana Recreation Center in the amount of two hundred sixty-six thousand one hundred eleven dollars and eighteen cents. (\$266,117.18).

The City solicited bids on September 1st, 2024 and September 8th, 2024.

Nine bids were received as listed below:

Cunningham Recreation	\$266,117.18
ACS Playground Adventures Option 1	\$260,000.00
ACS Playground Adventures Option 2	\$260,000.00
Davis Playgrounds	\$266,772.75
Playwell Group	\$264,111.62
AB Creative	\$256,652.55
Play By Design	\$270,000.00
Happy Playgrounds Option 1	\$266,582.93
Happy Playgrounds Option 2	\$266,948.37

Authorization of this purchase meets all bidding requirements. Funds were budgeted and are available for this purchase.

EXPENSE REQUIRED: \$266,117.18

AMOUNT BUDGETED: \$267,000 (\$267,000 from Advertising and Promotion Commission, approved October 18, 2023)

**APPROPRIATION
REQUIRED:** \$0.00

**RECOMMENDED
ACTION:**

EXHIBITS: Resolution, Quote, Bid Ad and Bid Tab

RESOLUTION NO. _____

WHEREAS, after proper advertisement, Cunningham Recreation submitted a bid in the amount of \$266,117.18 for the purpose of construction and installation of an inclusive playground at the Texarkana Recreation Center; and

WHEREAS, \$267,000 was allocated and is available from the Advertising and Promotion Commission which awarded the funds at its October 18, 2023, meeting;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas that the City Manager is authorized to enter into a contract with Cunningham Recreation for the purposes set forth above with funding from the sources so indicated.

PASSED AND APPROVED this 21st day of October, 2024.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney

BIDDERS' LIST
CITY OF TEXARKANA, ARKANSAS
September 27, 2024
Public Works/Parks Office

PROJECT : Texarkana Recreation Center
FOR: Inclusive Playground

FUNDING SOURCE: 602-54503

Contractor/Description	Pre-Bid Attendance	Base Bid	Warranty	Delivery Fee	Total Bid
Cunningham Recreation 804 N 42 nd St Rogers, Ar. 72756	n/a	\$266,117.18	15 year on platforms	n/a	\$266,117.18
ACS Playground Adventures 8501 Mantle Ave Oklahoma City, OK 73132	n/a	\$260,000.00 (Option 1)	15 year on platforms	n/a	\$260,000.00
ACS Playground Adventures 8501 Mantle Ave Oklahoma City, OK 73132	n/a	\$260,000.00 (Option 2)	15 year on platforms	n/a	\$260,000.00
Davis Playgrounds 104 Orchid Drive Maumelle, AR 72113	n/a	\$266,772.75	15 year on platforms	n/a	\$266,772.75
Playwell Group 203A State Highway 46 East Boerne, TX 78006	n/a	\$264,111.62	15 year on platforms	n/a	\$264,111.62
AB Creative 33160 W 83 rd St De Soto, KS 66018	n/a	\$256, 652.55	15 year on platforms	n/a	\$256, 652.55
Play By Design 2929 E 56 th Place Tulsa, OK 74105	n/a	\$270,000.00	15 year on platforms	n/a	\$270,000.00
Happy Playgrounds 8601 South Oxford Ave Tulsa, OK	n/a	\$266,582.93	15 year on platforms	n/a	\$266,582.93
Happy Playgrounds 8601 South Oxford Ave Tulsa, OK	n/a	\$266,948.37	15 year on platforms	n/a	\$266,948.37



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

09/23/2024
 Quote #
 171865-01-01

Texarkana Inclusive Playground

City of Texarkana
 Attn: Adam Dalby
 216 Walnut Street
 Texarkana, AR 71854
 United States
 adam.dalby@btkusa.org

Ship to Zip 71854

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Powerscape Ramped Modular Structure for Ages 5-12 (per drawing) [Basic: _____] [RotoPlastic: _____] [Accent: _____] [RotoPlastic2: _____] [Deck:Pvc: _____] [Accent2: _____] [HDPE: _____] [Tube: _____] [2ColorHDPE: _____] [Cabling: _____] [Fabric1: _____]	\$128,537.00	\$128,537.00
		(1) 4871 – 3-in-A-Row with back 11" Gizmo		
		(1) 4958 – Hypno Wheel		
		(1) 4959 – Maze Wheel		
		(3) 6232 – Pod (1'-0")		
		(1) 6291 – Trillium Climber 4'-0"		
		(1) 16465 -- Slide Transfer (Ada)		
		(2) 80001 -- 49"Tri Punched Steel Deck		
		(2) 80687 -- Handhold/Kick Plate Pkg		
		(1) 80924 -- Double Seat		
		(1) 80931 -- Single Gizmo Panel		
		(1) 81593 -- Ladder Loop Link		
		(1) 81664 -- Single Thunderring		
		(1) 81688 -- Therapeutic Rings Atch		
		(1) 81691 -- Single Steering Wheel		
		(2) 90005 -- Two Piece Hex Deck, Ada Ramp Access		
		(1) 90176 -- Ada Crow'S Nest W/ Gizmo		
		(1) 90207 -- Overhead Ladder Access Package		
		(1) 90252 -- 4' Leaning Wall Climber		
		(2) 90264 -- 6' Upright, Alum		
		(1) 90265 -- 7' Upright, Alum		
		(3) 90266 -- 8' Upright, Alum		
		(2) 90267 -- 9' Upright, Alum		
		(3) 90268 -- 10' Upright, Alum		
		(1) 90391 -- 3'-0" Overhead Climber Access Ladder		
		(1) 90530 -- 2'/2'-6" Little Foot Slide W/Enclosu		



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

09/23/2024
 Quote #
 171865-01-01

Texarkana Inclusive Playground

Quantity	Part #	Description	Unit Price	Amount
		(1) 90673 -- Ramp (Guardrail)		
		(1) 90791 -- Sloped Funner Climber Guardrail (Dbl)		
		(1) 90885 -- 360 Spiral Slide 4' w/metal enc		
		(2) 91144 -- High Point Entryway - Guardrail		
		(4) 91146 -- Entryway - Guardrail		
		(1) 91539 -- 3' Roller Slide		
		(1) 91566 -- Face Creator Half Panel		
		(1) 91570 -- Answer Ball Panel		
		(1) 91622 -- Hi-Line Climbing Link 3' Rise		
		(1) 91666 -- Trillium Climber 3'-0" & 3'-6"		
		(1) 91667 -- Trillium Climber 4'-0" & 4'-6"		
		(1) 91712 -- Modern Transfer w/Guardrail 2' Rise		
		(2) 91858 -- 10' Sunblox Umbrella Canopy		
		(1) 91859 -- 10' Sunblox Umbrella Canopy		
		(2) G90262 -- 4' Upright, Galv		
		(3) G90265 -- 7' Upright, Galv		
		(2) G90266 -- 8' Upright, Galv		
		(2) G90267 -- 9' Upright, Galv		
		(3) G90268 -- 10' Upright, Galv		
		(1) G90269 -- 11' Upright, Galv		
		(1) G90272 -- 14' Upright, Galv		
		(1) G90273 -- 15' Upright, Galv		
1	RDU	GameTime - Primetime Swings [Basic: _____] [RotoPlastic: _____]	\$7,874.00	\$7,874.00
		(1) 5165 -- Expression Swing w Adaptive Seat 3 1/2		
		(1) 5173 -- Adaptive Swing w/Rung Belt		
		(1) 8555 -- 3 1/2" Zero-G Chair (2-5)-Galv Chain		
		(1) 8696 -- Encl Seat 3 1/2"(8696)		
		(1) 8910 -- Belt Seat 3 1/2"Od(8910)		
		(1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od		
		(1) 12584 -- Ada Primetime Swing Aab, 3 1/2" Od		
1	6372	GameTime - Spin With Me (With Handle) [Accent: _____] [Roto Plastic: _____]	\$7,331.00	\$7,331.00
1	INSTALL	MISC - Installation of the Above Equipment	\$39,400.00	\$39,400.00
3455	TURF	MISC - Synthetic Turf Safety Surfacing (per s.f.)- - 8' critical fall height - Includes 4" stone subbase	\$21.03	\$72,658.65
1231	INSTALL	MISC - Provision and Installation of Concrete Sidewalk (per SF)	\$10.71	\$13,184.01



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
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09/23/2024
 Quote #
 171865-01-01

Texarkana Inclusive Playground

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	MISC - Provision and Installation of Drainage	\$2,860.00	\$2,860.00
1	INSTALL	MISC - Sitework- - Dirt work, excavation, grading, site restoration	\$6,510.00	\$6,510.00
1	178749	GameTime - Owner's Kit	\$89.00	\$89.00
			Sub Total	\$278,443.66
			Discount	(\$31,875.64)
			Freight	\$7,323.12
			Tax	\$12,226.04
			Total	\$266,117.18

Comments

* Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to fluctuating economic conditions, pricing is valid for 30 days and is subject to change. Please request updated pricing if your quote is older than 30 days before making a purchase.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. dba GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount. Consult local sales representative for CWO terms.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. dba GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is **6-8 weeks (some items may take longer)** after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

09/23/2024
Quote #
171865-01-01

Texarkana Inclusive Playground

INSTALLATION CONDITIONS:

- **ACCESS:** The site must be clear, level, and provide unrestricted access for trucks and machinery. Any site that is inaccessible may incur additional charges.
- **STORAGE:** The customer is responsible for providing a secure area for off-loading and storing equipment during installation. Once equipment is delivered to the site, the owner assumes responsibility for any theft or vandalism unless alternative arrangements are made and documented in the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only, prior to the installation of drains, subbase, or surfacing. The customer is responsible for any unforeseen conditions such as buried utilities (public or private), tree stumps, rocks, or any other concealed materials or conditions that may result in additional labor or material costs.
- **UTILITIES:** The installer will contact 811 to locate all public utilities before layout and excavation of footer holes. The owner is responsible for identifying any private utilities. Cunningham Recreation and the installer are not liable for any damage to unmarked private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise stated. The price includes only the items specified in this quotation. Additional site work or specialized equipment needs may result in price adjustments.
- **SITE CONDITIONS:** The site must have a slope of less than 1.5%. Any excavation or grading required to achieve an acceptable slope is the responsibility of others unless otherwise noted. All demolition and site preparation must be completed before the installation crew is mobilized.
- **GENERAL INSTALLATION NOTES:** Installation will be performed according to the manufacturer's specifications by a GameTime-certified installer. A one-year warranty on all labor is provided from the date of completion. Product warranty and service claims may not include labor.

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$266,117.18**

SALES TAX EXEMPTION CERTIFICATE #: _____

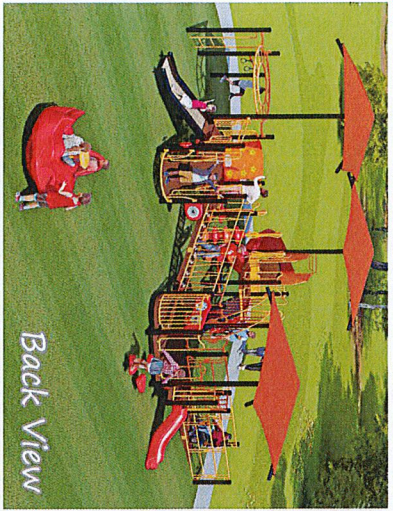
(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

Texarkana Inclusive Playground Texarkana, AR

Design • Build • PLAY!





ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:
 ACS Playground Adventures
 8501 Mantle Ave.
 Oklahoma City, OK 73132
 PH: 405-721-3506
 Fax: 405-721-3514

Quote

August 28, 2024
 DATE _____

CONTACT: Adam Dalby
 ORGANIZATION _____
 EMAIL: _____
 PHONE: _____
 FAX: _____

SHIP TO: Please Advise

BILL TO: Please Advise

Destination _____
 F.O.B. _____
 FREIGHT Prepaid Collect

50% down/Net 15 after install
 TERMS (Subject To Credit Approval By ACS)

SHIPPING TIME _____

Equipment Pricing Good for 30 days All Other Pricing Good for 30 Days from Date of Proposal
--

Project Name: Option 1

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED AMT
1		Playground to Include: -Inclusive Playbooster Structure -Sway Fun Glider -Omnispin Spinner -Curva Spinner -Freestanding Communication Board -Two Integrated Shades -Various Climbers + Panels		\$ 126,775.00
1		Synthetic Turf Surfacing - New Playground Only -15 year Warranty		\$ 69,600.00
56		APS 4'x8" Border Timbers	38.00	\$ 2,128.00
1		ADA Half - Ramp - Inclusive Access		\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Quote/Order Conditions on Pg2

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE
 ORDER ONLY UPON APPROVAL BY ACS PLAYGROUND ADV.
**ALL ORDERS ARE TAXABLE UNLESS A SALES TAX EXEMPTION IS PROVIDED. AGENT LETTER
 MUST ALSO BE PROVIDED WITH ACS PLAYGROUND ADVENTURES AS AUTHORIZED USER
 OF THE SALES TAX EXEMPTION. IF NO AGENT LETTER IS PROVIDED SALES TAX FOR MATERIALS
 MAY BE CHARGED BACK TO THE CUSTOMER.**
 ORDER ACCEPTANCE IS BASED ON SIGNED PRE-CONSTRUCTION FORM BY CUSTOMER

ACCEPTED BY CUSTOMER _____ DATE _____
 PRINT NAME
 Cameron Wood
 PROPOSED BY ACS REPRESENTATIVE _____ DATE _____
 PRINT NAME

SUBTOTAL MATERIAL	\$	198,503.00
INSTALLATION	\$	36,741.00
FREIGHT	\$	4,000.00
Sales Tax Rate	Taxable	
10.250%	\$	20,756.00
TOTAL	\$	260,000.00

Project Scope Summary		Alternates
Pricing Includes		
Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Onecall Locate
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Private Locate - any and all private lines, includes geo-thermal
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Survey, benchmarks, finished grade by Owner/GC/others
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Engineered site specific stamped drawings - Shade structures
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permits by ACS
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Site prep/excavation to grade
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Haul off of spoils (excludes trash)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sales Tax
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pricing based on all scopes included on quote
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Removal of fence required
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Replace/repair fence that is taken down
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Repair disturbed soil, sod, clean up ruts with top soil and sod
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Protect existing concrete sidewalk or slab with plywood
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Drainage under playground or tie into external drain
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Davis Bacon wages/ Certified Payroll
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Monthly progress payments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Deposit required
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Invoice for materials once shipped
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Product shipped to site
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Product unloaded by GC/Owner
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Dumpster provided by GC/Owner
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Haul off of trash and debris (excludes excavation)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Repair unmarked sprinkler heads or lines if hit by ACS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Additional charges for additional labor and equipment due to rock or unknown conditions in the ground
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Time is of the Essence for GC/AE/Owner submittal review/approval to avoid cost escalation of materials. Submittals returned by GC/Owner within 3 weeks.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and performance bond.
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	
Project Notes		
Spoils of Dirt used for Fine Grading Around Site		

Customer Acknowledgement

Authorized Signature

Date

Printed Name and Title



SLR
landscape
structures

Texarkana Inclusive Playg
1184071-01-02 • 4.3.

© 2024 Landscape



ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:
 ACS Playground Adventures
 8501 Mantle Ave.
 Oklahoma City, OK 73132
 PH: 405-721-3506
 Fax: 405-721-3514

Quote

September 24, 2024
 DATE

CONTACT: Adam Dalby
 ORGANIZATION: _____
 EMAIL: _____
 PHONE: _____
 FAX: _____

SHIP TO: Please Advise

BILL TO: Please Advise

Destination _____
 F.O.B. _____
 FREIGHT Prepaid Collect

50% down/Net 15 after install
 TERMS (Subject To Credit Approval By ACS)

SHIPPING TIME
Equipment Pricing Good for 30 days
All Other Pricing Good for 30 Days from Date of Proposal

Project Name: Option 2

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE		EXTENDED AMT
1		Playground to Include: -Inclusive Playbooster Structure -Sway Fun Glider -Omnispin Spinner -Freestanding Communication Board -Two Cooltopper Shades -Various Climbers + Panels		- - - - - -	\$ 124,064.00 \$ - \$ - \$ - \$ - \$ - \$ -
1		Synthetic Turf Surfacing - New Playground Only -15 year Warranty		- -	\$ 55,900.00 \$ -
62		APS 4'x12" Border Timbers	38.00	- -	\$ 2,356.00 \$ -
1		ADA Half - Ramp - Inclusive Access		- -	\$ 550.00 \$ -
1		Turf in Existing Playground (Must be done at same time as new playground)		- - - - - - - - - -	\$ 7,500.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -

Quote/Order Conditions on Pg2

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY ACS PLAYGROUND ADV.
ALL ORDERS ARE TAXABLE UNLESS A SALES TAX EXEMPTION IS PROVIDED. AGENT LETTER MUST ALSO BE PROVIDED WITH ACS PLAYGROUND ADVENTURES AS AUTHORIZED USER OF THE SALES TAX EXEMPTION. IF NO AGENT LETTER IS PROVIDED SALES TAX FOR MATERIALS MAY BE CHARGED BACK TO THE CUSTOMER.
 ORDER ACCEPTANCE IS BASED ON SIGNED PRE-CONSTRUCTION FORM BY CUSTOMER

ACCEPTED BY CUSTOMER _____ DATE _____
 PRINT NAME _____
 Cameron Wood
 PROPOSED BY ACS REPRESENTATIVE _____ DATE _____
 PRINT NAME _____

SUBTOTAL MATERIAL	\$ 190,370.00
INSTALLATION	\$ 44,385.00
FREIGHT	\$ 5,200.00
Sales Tax Rate	Taxable
10.250%	\$ 20,045.00
TOTAL	\$ 260,000.00

Project Scope Summary		Alternates
Pricing Includes		
Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Onecall Locate
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Private Locate - any and all private lines, includes geo-thermal
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Survey, benchmarks, finished grade by Owner/GC/others
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Engineered site specific stamped drawings - Shade structures
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permits by ACS
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Site prep/excavation to grade
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Haul off of spoils (excludes trash)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sales Tax
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pricing based on all scopes included on quote
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Removal of fence required
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Replace/repair fence that is taken down
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Repair disturbed soil, sod, clean up ruts with top soil and sod
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Protect existing concrete sidewalk or slab with plywood
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Drainage under playground or tie into external drain
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Davis Bacon wages/ Certified Payroll
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Monthly progress payments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Deposit required
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Invoice for materials once shipped
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Product shipped to site
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Product unloaded by GC/Owner
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Dumpster provided by GC/Owner
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Haul off of trash and debris (excludes excavation)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Repair unmarked sprinkler heads or lines if hit by ACS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Additional charges for additional labor and equipment due to rock or unknown conditions in the ground
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Time is of the Essence for GC/AE/Owner submittal review/approval to avoid cost escalation of materials. Submittals returned by GC/Owner within 3 weeks.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and performance bond.
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	
Project Notes		
Spoils of Dirt used for Fine Grading / Drainage Around Site		

Customer Acknowledgement

Authorized Signature

Date

Printed Name and Title

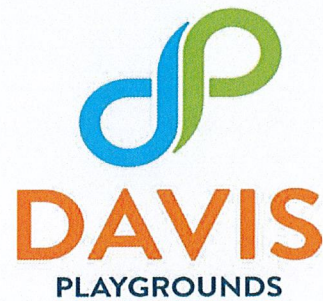


Texarkana Inclusive Play
1184071-02-02 • 9.23.

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Davis Playgrounds
 Jenifer Davis Rodgers

Davisplaygrounds.com
 Phone:(501) 920-6069
 Email: Jen@davisplaygrounds.com



BILL TO Texarkana Rec Center **SHIP TO**
 1 Legion St
 Texarkana, AR 71854
[Adam Darby](#)
Adam.darby@txkusa.org

Invoice: 09272406
Date: 9/27/2024
Valid For: 30 Days

DESCRIPTION	QTY	UNIT PRICE	SHIPPING	TOTAL
109-191600-1 2-12 Age Structure (78x67, 130 children)	1	\$69,994.00	\$3,889.00	\$73,883.00
Innova Rocker	1	\$12,450.00		\$12,450.00
Inclusive Orbit	1	\$14,550.00		\$14,550.00
6' Bench w/back, inground mount	2	\$758.00		\$1,516.00
Cirrus Swing	1	\$7,445.00		\$7,445.00
3 Bay single post swing, w/freedom seat, 3 belt and 1 tot seat	1	\$6,036.00		\$6,036.00
360 Loop Slide	1	\$12,000.00		\$12,000.00
12x12 Freestanding Shade	1	\$4,297.00		\$4,297.00
8" Border timbers	74	\$34.00	\$320.00	\$2,836.00
ADA ramp	1	\$600.00		\$600.00
Border extensions	4	\$50.00		\$200.00
Turf under area (78x67)	5226	\$5.24	\$242.00	\$27,626.24
Buffing under area (78x67)	5226	\$5.24	\$3,403.00	\$30,787.24
SB2 rock under entire area	107	\$55.00		\$5,885.00
Davis Playgrounds Discount	1	-\$26,821.00		-\$26,821.00

TIPS TAPS Contract : 21070201
Find us on Sam.gov
DUNS 01-262-7115

2.500% Texarkana	SUBTOTAL	173290.48
1.250% Miller County	INSTALLATION	75720.00
6.500% Arkansas	TAX RATE	10.250%
	TOTAL TAX	17762.27

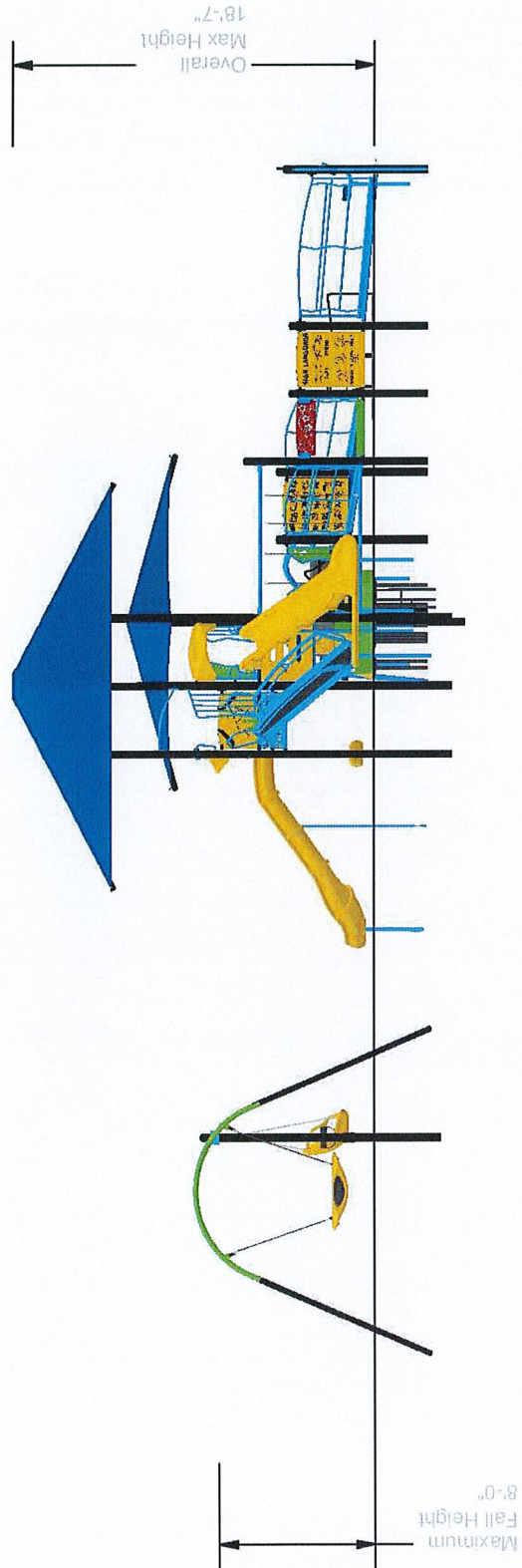
- * Quote does not include site preperation or addresses drainage
- * Freight costs are subject to change and will be updated upon sale.
- * **Dumpster must be on site for trash.**
- * **Discount applied if customer offloads the equipment**

Quote Total \$266,772.75

By signing below, the signee is purchasing and agreeing to the items listed on this proposal, terms above, and those listed on the second page of this proposal. No orders will be made without both pages signed and returned. Upon signing, Davis Playgrounds will order the items listed on this proposal.

Customer Signature: _____

Date: _____



SERIES Nucleus | Intensity | Burke Basics | ShadePlay Max

ELEVATION VIEW

GROUP:
Structure|Freestanding

Texarkana
Texarkana, AR 71854-6131

09/25/2024

DESIGNED FOR AGES:
5 to 12

Burke
PLAY THAT MOVES YOU

Davis Playgrounds, Inc.
109-191600-1

Designer: Parker Schmitz



The PlayWell Group, Inc.

www.playwellgroup.com
 800-726-1816
 505-296-8900 (fax)

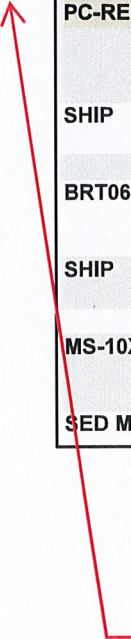
QUOTATION
 QUOTE # 24887 9/20/2024

Athletic, Park, and Playground Equipment
 Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

BILL TO:
 City of Texarkana
 Accounts Payable
 216 Walnut Street
 Texarkana, AR 71854
 Phone: (870) 779-4991

SHIP TO:
 City of Texarkana
 Texarkana Recreation Center
 Brandon Gabbard-Pop Pop's LLC
 1 Legion Street
 Texarkana, AR 81754
 Phone: (479) 530-0768

CUST. PO #	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION	
	NET 30	MCW	MILLER	10/20/2024	
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
	OPTION 1 BID				
PR-R5	PLAYCRAFT SYSTEMS, INC R5 CUSTOM INCLUSIVE PLAYGROUND STRUCTURE FOR KIDS AGES 5-12	1	91685.00	80,682.80	80,682.80T
PC-1303	SAFETY SIGN (5-12, HDPE)	1	1204.00	1,059.52	1,059.52T
PC-2496	INCLUSIVE MERRY GO ROUND	1	7085.00	6,234.80	6,234.80T
PC-2120	8' ARCH SWING BAY (2 SWING SEATS)	1	4031.00	3,547.28	3,547.28T
PC-2120-AB	8' ARCH SWING ADD-A-BAY (2 SWING SEATS)	2	2540.00	2,235.20	4,470.40T
PC-313010	BELT SWING SEAT	4	181.00	159.28	637.12T
PC-311010	FULL BUCKET SWING SEAT	2	389.00	342.32	684.64T
PC-REBATE	PLAYCRAFT REBATE •This rebate will be valid on all projects starting September 16th - November 10th, 2024. All approved projects must ship by December 31st, 2024.	1	-5000.00	-5,000.00	-5,000.00T
SHIP	SHIPPING & HANDLING	1	7953.34	7,953.34	7,953.34T
BRT06-A-19-000	MY-T-COAT, LLC 6' BENCH WITH BACK- EXPANDED METAL- INGROUND MOUNT WITH ADVANTAGE COATING COLOR:TBD	2	818.82	777.88	1,555.76T
SHIP	SHIPPING & HANDLING	1	307.13	307.13	307.13T
MS-10X10X8	MODERN SHADE, LLC CANTILEVER UMBRELLA PYRAMID SHADE STRICTURE, 10'X10'X8', DIG, 24"X5' PIER WITH 6 #5 VERTICALS, #3 RINGS @ 12" O.C.	2	4330.67	4,114.14	8,228.28T
SED MODERN	SEALED ENGINEERED DRAWINGS	1	1133.33	1,076.66	1,076.66T



Rebate offered
 by Playcraft
 thru Nov.11th



www.playwellgroup.com
 800-726-1816
 505-296-8900 (fax)

QUOTATION

QUOTE # 24887 9/20/2024

Athletic, Park, and Playground Equipment
 Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

BILL TO:
 City of Texarkana
 Accounts Payable
 216 Walnut Street
 Texarkana, AR 71854

 Phone: (870) 779-4991

SHIP TO:
 City of Texarkana
 Texarkana Recreation Center
 Brandon Gabbard-Pop Pop's LLC
 1 Legion Street
 Texarkana, AR 81754

 Phone: (479) 530-0768

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	NET 30	MCW	MILLER		10/20/2024
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
SHIP PERMITS	SHIPPING & HANDLING PERMITTING No permitting or windstorm engineering for permitting is included unless specifically noted.	1	1252.56	1,252.56	1,252.56T
		1	.00	0.00	0.00T
FDR6"X50' SHIP	THE FIBAR GROUP, LLC FIBAR DRAINAGE SYSTEM 300SF PER ROLL SHIPPING & HANDLING	14	173.24	164.58	2,304.12T
		1	413.76	413.76	413.76T
TURF-REC	RECREATION INSTALLATION, LLC PLAYGROUND TURF SAFETY SURFACING SYSTEM (PRICING INCLUDES DELIVERED AND INSTALLED)	4,094	20.13	18.52	75,820.88T
BOND	PERFORMANCE & PAYMENT BOND	1	7674.13	7,674.13	7,674.13T

QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages. PLEASE REMIT YOUR DEPOSIT TO:

THE PLAYWELL GROUP, INC.
 203A STATE HIGHWAY 46 EAST
 BOERNE, TX 78006

Date _____ Signature _____

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders

SUBTOTAL	\$198,903.18
SALES TAX (8.25%)	\$16,409.51
TOTAL	\$215,312.69



PlayWorks, Inc.

Athletic, Park, and Playground Equipment
 Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
 800-726-1816
 505-296-8900 (fax)

INSTALLATION QUOTE

QUOTE #
 12038

9/20/2024

BILL TO:

City of Texarkana
 Accounts Payable
 216 Walnut Street
 Texarkana, AR 71854

Phone: (870) 779-4991

INSTALLATION SITE:

City of Texarkana
 Texarkana Recreation Center
 TBD
 1 Legion Street
 Texarkana, AR 81754

Phone:

CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	MCW	MILLER	10/20/2024
ITEM	DESCRIPTION	QTY	LIST PRICE	TOTAL
	OPTION 1 BID			
	INSTALLED BY POP POP'S LLC			
INSTALL-POP	INSTALL PLAYGROUND STRUCTURE	1	29,033.98	29,033.98
INSTALL-POP	INSTALL SAFETY SIGN	1	268.82	268.82
INSTALL-POP	INSTALL MERRY GO ROUND	1	2,795.70	2,795.70
INSTALL-POP	INSTALL 3 BAY SWING	1	2,419.35	2,419.35
INSTALL-POP	INSTALL INGROUND BENCH	2	591.40	1,182.80
INSTALL-POP	INSTALL CENTER POST SHADE STRUCTURE	2	2,016.13	4,032.26
INSTALL-POP	CONCRETE CURBING 6"	272	15.05	4,093.60
INSTALL-POP	INSTALL DRAINAGE SYSTEM	650	4.30	2,795.00
INSTALL-POP	INSTALL 1 ADA CONCRETE RAMP	1	940.86	940.86
INSTALL-POP	TRAVEL FEE	1	161.29	161.29
INSTALL-POP	MISCELLANEOUS SITE WORK	1	1,075.27	1,075.27
ROCK & CONCEALED	ROCK AND CONCEALED CONDITIONS CLAUSE PlayWorks, Inc. reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock or other concealed conditions that cannot be penetrated to drill installation holes with a mechanical auger or concealed conditions that prohibit drilling. Every effort will be made prior to installation to determine if additional rock charges or charges related to concealed conditions may be required. PlayWell's Sales Associate will notify you and meet with you at the work site to review the conditions requiring additional charges.	1	0.00	0.00

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL \$48,798.93

**PLEASE REMIT PAYMENT TO:
 PLAYWORKS, INC.
 203A STATE HIGHWAY 46 EAST
 BOERNE, TX 78006**



Date _____ Signature _____

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders





Released by Craig Dishman on Sep 27, 2024

Released

33160 W 83rd St
De Soto, KS 66018-8053
Phone: 913-583-3332

Adam Dalby
Phone: 870-779-4964

Job Address:
1 Legion Street
Texarkana, AR 71854

Print Date: 9-30-2024

Proposal for City of Texarkana Inclusive Playground

Items	Description	Qty/Unit	Unit Price	Price
Superior Custom Playground	PSS-73043 (post and deck) SP092024-058-1 (Swing Set)	1	\$99,622.39	\$99,622.39
Synthetic Turf	This project is turnkey, delivered and installed for a proposed playground area to measure 62' x 75' totaling 4,650 square feet. This project includes 3" compacted stone base, plastic lumber perimeter boards, installation of Playground Grass Ultra with 2" SafetyFoam Pro fall attenuation material for a maximum 8' CFH, crumb rubber infill and all supplies. This project also includes two synthetic turf "funserts" to be determined by the owner.	1	\$119,085.14	\$119,085.14
Freight	Freight for playground equipment	1	\$5,970.09	\$5,970.09
Installation	installation of playground equipment	1	\$31,974.93	\$31,974.93

Total Price: \$256,652.55

THE FOLLOWING TERMS AND CONDITIONS ARE PART OF THIS CONTRACT

By acceptance of the Proposal by the undersigned Customer ("Customer") to ABcreative, Inc. ("ABcreative"), Customer agrees that all the terms and conditions set forth will govern the Proposal. The Customer is responsible, and ABcreative assumes no responsibility for the completeness, accuracy and conformity to the Customer's plans and specifications. ABcreative will not proceed with the Proposal until all details such as materials, options, colors, etc. are complete and accurate.

- A) **PRICE**. The price offered will be held firm within 30 days from the date stated on the Proposal. Freight estimates are assumed to be a single shipment and are firm for 10 days from the date stated on the Proposal. Unless specifically stated, the price quoted EXCLUDES: Excavation, site preparation, site grading, drainage, any concrete work, ADA access, backfill, site restoration, preexisting wage, surfacing, safety surfacing, surveys, permits, inspections, special inspections, security, construction fencing or anything not specifically stated in the proposal.
- B) **TAXES**. Any taxes imposed by federal, state, or other government authority not shown on the Proposal will be applied at the time of invoice and shall be paid by Customer in addition to the purchase price. Tax exemption certificates verifying tax exempt status must be submitted prior to authorization of the Proposal.
- C) **PAYMENT**. A deposit for 100% of the equipment and freight is required before processing. Deposit will secure the ordering, production placement of equipment, delivery, and scheduling of installation (if installation is required) then the remaining balance is to be paid in full within 30 days from the date stated on the final invoice ("Payment Date"). Contracts or PO's that pertain to multiple projects, then progress invoicing will be applied after the deposit payment is received. Credit cards are not accepted. Returned checks are subject to a returned check fee.
- D) **SERVICE CHARGE**. A service charge of 1.5% per month or 18% per annum (but not to exceed the maximum amount allowed by law) shall be charged on all unpaid balances beginning the first day of the month following the Payment Date, and daily thereafter until the past due amount is paid in full.
- E) **ACCEPTANCE & DELIVERY**. Acceptance is limited to the terms and conditions of this Proposal. ABcreative objects to any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by Customer, which are expressly rejected. It is the responsibility of the Customer to designate a Customer Representative to accept, offload and securely store product. A Customer representative's name, delivery address and a direct contact phone number is required at time of any order. For truckload deliveries where equipment is packaged in crates or wrapped on pallets, Customer is required to have access to and the capability to operate the appropriate machinery required for safe product offloading. Offloading product is at the sole expense and risk of the Customer. When accepting deliveries, it is the Customer's responsibility to visually inspect packages for correct package labeling, signs of damage, and verify the number of packages delivered as per the Bill of Lading issued by the delivery agent. Any shortage, discrepancy or content damages must be noted and photographed for record on the delivery ticket and acknowledged by the delivery agent. It is the Customer's responsibility to open and inspect accepted deliveries to verify contents within five (5) days of delivery. Concealed damage must be reported within ten (10) calendar days of the receiving date or be subject to potential additional charges for new/replacement equipment orders, re-shipping fees and ancillary handling and administrative fees.
- F) **SHIPPING**: Shipping schedules/Lead-times are specific to the manufacturers ABcreative represents and can vary based on the time of year product orders are placed. At the time an order is placed, ABcreative will provide an Order Acknowledgement that includes an estimated

shipping and delivery schedule. Shipping and delivery dates are not a guarantee of a particular date of delivery.

- G) **RETURNS:** Returns are subject to the manufacturer's restocking fee terms. Returns must be processed within 45 days of the Bill of Lading ticket date for delivery. All returnable products must include original packaging, have never been installed and have been securely stored in an indoor facility until a return is processed. Please contact your ABcreative Project Manager to request a Return Authorization Ticket.
- H) **WARRANTY:** All claims for warranty should be called into your ABcreative Project Manager within ten (10) days after receipt of the goods by the Customer. Safekeeping of Owner's Manuals, product specifications and related purchasing documents is critical for referencing component parts required for future repairs and maintenance. Goods not manufactured by ABcreative are warranted and guaranteed only to the extent and in the matter warranted and guaranteed by the original product manufacturer of those goods. **ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Manufacturer warranties are varied and will be provided at the time of delivery. Replacement of vandalized or stolen parts is not covered by warranty.
- I) **INSURANCE REQUIREMENTS:** ABcreative maintains Worker's Compensation and Commercial General Liability insurance coverages.
- J) **INSTALLATION SERVICES & SITE ACCESS:** ABcreative Proposals may include an installation price. The installation price assumes normal soil conditions, full access to a level project site and project site accessibility for all necessary machinery and equipment. ABcreative Proposals do not include rock excavation (SEE ROCK CLAUSE), hand digging or grading to level. Rock excavation, hand digging, and/or grading necessary to achieve a level project site, will result in additional charges to be paid by the Customer. Protection for proper curing periods for concrete footings is the Customer's responsibility. All underground private assets in a project area must be located by the Customer. Examples of underground private assets includes, but is not limited to irrigation, sewer, storm drains, pet containment systems, drain lines, utilities, fiber optic, and electrical. ABcreative is not responsible for damage or repairs to any underground private asset not marked prior to installation.
- K) **ROCK CLAUSE:** ABcreative Proposals that include an installation price are subject to a "Rock Clause" whereby when underground rock or debris encountered during installation in excess of 12-inches (12") square by 2-inches (2") thick will incur additional charges as follows: \$1,150 first hour (one hour minimum) and \$250 for each additional hour – Reg Rate (Does not include Prevailing Wage). Work onsite will NOT stop or be delayed for authorization to proceed.
- L) **RESCHEDULING:** A remobilization fee will be charged when ABcreative installation crews are restricted or not allowed to access project site to perform work on an approved, scheduled installation date. Rescheduling of lost workdays will be at the discretion of ABcreative based on the availability of personnel and without penalty.
- M) **CHANGE ORDERS:** Any extra work which is requested or required due to the site conditions or building code changes shall be performed only after written change order signed by the Customer on ABcreative's change order form and delivered to ABcreative accompanied by payment-in-full for the change order, if applicable. A change order may increase or decrease the Proposal price, provided for time to complete the work, for materials or labor and other causes.
- N) **PERIOD OF LIMITATION OF ACTION:** No action shall be brought by the Customer for any breach of warranty, or any other breach of contract claim more than one year after the cause of action arises.

- O) **LIMITATION OF LIABILITY:** The aggregate cumulative liability of ABcreative and its officers, directors, employees, agents, and representatives for all claims arising hereunder, whether in contract, in tort, or otherwise, shall be limited in the aggregate to the total amounts paid by Customer to ABcreative under the Proposal.
- P) **NO DAMAGES FOR DELAY:** No claim for damages or any claim, other than an extension of time shall be made or asserted against ABcreative by reason of any delays. Customer shall not be entitled to any compensation or recovery of any damages for direct, indirect, consequential, impact or other costs and expenses including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Customer shall be entitled only to extension of time as the sole and exclusive remedy for such resulting delay.
- Q) **FORCE MAJEURE:** ABcreative shall not be considered to be in default or breach of this Agreement and shall not be liable for any delays or failures in performance arising out of or caused, directly or indirectly, by circumstances beyond its control, and shall be entitled to an equitable extension of time. Without limitation, such causes include: Acts of God, acts or omissions of Customer, Owner, or design professional; delay authorized by Customer, or Owner; suspension of the Project by Customer or Owner, adverse governmental actions, changes in the required materials, colors, or equipment; inability to obtain labor, material, equipment, or transportation; shipping delays not reasonably foreseeable, strikes and labor disputes not involving ABcreative, general labor disputes impacting the project, pending dispute resolution; fire, terrorism, epidemics, unavoidable accidents or circumstances, adverse weather conditions, encountering hazardous materials, concealed or unknown conditions, or any similar or dissimilar cause beyond ABcreative's control.
- R) **TERMINATION/RIGHT TO STOP WORK:** If there is: (1) Issuance of a court order or an Act of the government halting work; (2) The Customer, or agent of Customer, failed to issue a Certificate for Payment, without providing notification to ABcreative of the reason for withholding; (3) the Customer fails to pay ABcreative by the Payment Date; or (4) when work has stopped for thirty (30) consecutive days and the stoppage in work is through no act or fault of ABcreative, these will be treated as material breach of this Proposal and upon 7 additional days notice to the Customer, ABcreative at its option and without breaching this Proposal may immediately stop the work or terminate this Proposal, until payment of the amount owed has been received. The Payment Date shall be extended appropriately and the Price of this Proposal shall be increased by the amount of ABcreative's reasonable costs of shutdown, delay and start-up, plus Service Charge of 1.5% per month or 18% per annum.
- S) **COLLECTION COSTS:** In the event that Customer's account is placed in the hands of attorney(s) for collection, or for representation of ABcreative in connection with a bankruptcy or insolvency proceedings relating to Customer, Customer promises to pay, in addition to all other amounts otherwise due, the reasonable costs and expenses of such collection, and representation, including without limitation, reasonable attorneys' fees, expenses, and court costs (whether or not litigation has commenced in aid thereof).
- T) **GOVERNING LAW:** Customer agrees that if this Proposal give rise to any legal action, the action shall be governed by and construed according to the laws of Kansas and that the venue for any litigation (except to enforce mechanic's lien) shall be brought in the District Court of Johnson County, Kansas. Each party expressly waives any right to trial by jury for any claim, demand, action, or cause of action (1) arising under the Application Documents, or (2) in any way connected with or related or incidental to the dealings of the parties hereto with respect to the Contract Documents.

- U) **SEVERABILITY:** In the event any provision of the Proposal or terms and conditions should be held to be unenforceable, each and all of the other provisions of both shall remain in full force and effect.
- V) **ENTIRE AGREEMENT:** Upon receipt of this executed Agreement the Proposal and the Terms and Conditions set forth the entire agreement between the Customer and ABcreative regarding the matters described herein and therein supersedes all prior oral or written agreement in respect thereof. No provision of this Agreement may be changed, altered, modified, or waived without ABcreative's prior written approval. These terms and conditions shall govern and control to the extent there is any discrepancy in the terms and conditions submitted by the Customer in any sales quotation, purchase order, application for payment or similar document.
- W) **NOTICE OF WITHDRAWAL:** This Proposal may be withdrawn by ABcreative if not accepted within thirty (30) days.
- X) **NOTICE OF ACCEPTANCE:** THE PERSON EXECUTING THIS AGREEMENT HAS AUTHORITY TO BIND THE CUSTOMER AND IS AUTHORIZED BY THE CUSTOMER TO ACCEPT THE TERMS AND CONDITIONS SET FORTH IN THIS PROPOSAL. THE ABOVE PRICES, SPECIFICATIONS, TERMS AND CONDITIONS ARE SATISFACTORY AND HEREBY ACCEPTED. ABCREATIVE IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE. SIGNING OF THIS PROPOSAL CONSTITUTES A CONTRACT.

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____



Texarkana Inclusive Playground

STRUCTURE SP092024-058-1 • QUOTE QU00292456

Design is for illustration purposes only and colors may vary.

Color Key

Post: Sky Blue
Post Cap: White
Metal: Spring Green
Plastic: Orange

Panel: Spring Green
San. Panel: Spring Green/White
Deck: Brown
Fabric: Rivergum Green



Quote

2929 E 56th Place, Tulsa OK 74105

Sales Person Kara Floyd

Contact Number (479) 366-3530

Email Address kfloyd.playbydesign@yahoo.com

Date: September 26, 2024

Quote # KF1208

Valid Until 10/26/2024

PROJECT NAME Texarkana Recreation Ctr

Site Address
1 Legion Street
Texarkana, AR 71854

Shipping Address
1 Legion Street
Texarkana AR 71854

Contact Name Adam Dalby

Contact Number (870) 779-4943

Billing Company City of Texarkana

Billing Address
216 Walnut Street
Texarkana AR 71854

Contact Name Adam Dalby

Contact Number (870) 779-4943

Email address adam.dalby@txkusa.org

SHIPPING METHOD	SHIPPING TERMS	PAYMENT TERMS	DELIVERY DATE
best way	TBD	TBD	TBD

QTY	ITEM #	DESCRIPTION	Fabric Color (if applicable)	Steel Color	Unit Price	Line Total
1		P55-71105 Playground				INCLUDED
1		Inclusive Spinner				INCLUDED
1		3.5 Arch Frame Swing Set 2 bays (4 seats)				INCLUDED
1		75' x 75' turf				INCLUDED
						\$ -

Subtotal	INCLUDED
Engineer Drawing	INCLUDED
Installation	INCLUDED
Freight Charge	INCLUDED
Sales Tax (10.25%)	EXEMPT
Grand Total	\$ 270,000.00

Quote exclusions but not limited to: civil site work, permit, rock drilling
Sales Tax remove with accompany sales tax certificate

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only, Net 30 days. All other entities required 50% down and balance Net 30. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Delay of Installation (if applicable): If the Customer delays the installation, the stored product will be invoiced with a term of Net 30.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at Play by Design, Inc. sole discretion.

METHODS OF PAYMENTS:

Checks, direct deposit, credit card (a processing fee applies)

SALES TAX

Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS

All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, Play by Design, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS

All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to Play by Design's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 24 hours of receipt of shipment).

RETURNS/CANCELLATIONS

No merchandise is to be returned without first obtaining written authorization from Play by Design, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of Play by Design Inc. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION

All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

COLOR CHOICES

Be sure to specify color selections when ordering. Please sign attached Color Selection Form (if applicable).

INSTALLATION

Installation/Prices are quoted as a separate line item.

Additional installation costs may be incurred if the site is not prepared correctly.

A Rock clause is in consideration on EVERY installation quote. Additional costs will be incurred if there is rock in the area of the installation that was not noted previous to our estimate.

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

Updated March 2019

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email all pages.

Sales Quote #

KF1208

Purchase Order #

Signature:

Print Name:

Date:



Happy Playgrounds, LLC
 8601 South Oxford Avenue
 Tulsa, OK 74137
 (918) 851-9518
 daniel.collins@happyplaygrounds.com



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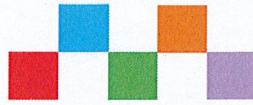
Certified Woman Owned Small Business
 Native American Owned:
 TERO and CESO certified

City of Texarkana, AR
 Attention: Adam Dalby
 216 Walnut Street
 Texarkana, AR 71854

Quote # 4929-0
 Quote Date 09-26-2024
Quote Amount \$266,582.93

Item	Quantity	UOM	Description	Color	Unit Price	Total
HP01824-1	1.0	EA	CUSTOM PLAYWORLD INCLUSIVE PLAYGROUND STRUCTURE. INCLUDES PLAYCUBE, CRITTER CROSSING, THE GRID, AND MIGHTY DESCENT SLIDE! AGES 5-12		\$120,438.00	\$120,438.00
ZZXX1158	1.0	EA	PLAYWORLD ACCESSIBLE WHIRL		\$15,845.00	\$15,845.00
ZZXX0818	1.0	EA	PLAYWORLD 8ft SINGLE POST SWING ASSEMBLY		\$1,637.00	\$1,637.00
ZZXX0819	1.0	EA	PLAYWORLD 8ft SINGLE POST SWING ADD-A-BAY		\$1,125.00	\$1,125.00
ZZXX0892	1.0	EA	PLAYWORLD ACCESSIBLE SWING SEAT- 8ft TOP RAIL		\$1,537.00	\$1,537.00
ZZXX0820	1.0	EA	PLAYWORLD TODDLER SWING ADD-ON BEAM		\$1,037.00	\$1,037.00
ZZXX1411	2.0	EA	6ft PERMANENT BENCH (COATED PLANKS & POWDER COATED PAINTED FRAME)		\$667.00	\$1,334.00
ZZXX0260	3.0	EA	PLAYWORLD BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL		\$170.00	\$510.00
CONCRETE	288.0	FT	PROVIDE & INSTALL 6"X6" CONCRETE PLAYGROUND CURB		\$20.00	\$5,760.00
DRAINAGE	1.0	EA	INSTALL DRAINAGE PIPE UNDER PLAYGROUND TURF		\$1,500.00	\$1,500.00
TURF	4685.0	SQ FT	PROVIDE & INSTALL IPEMA CERTIFIED SYNTHETIC TURF SAFETY SURFACING. PRICE INCLUDES PADDING UNDERLAYMENT FOR FALL PROTECTION, AGG BASE, TREX BOARD IN EDGING, SEAMING TAPE / GLUE, AND INFILL SYSTEM		\$8.00	\$37,480.00
INSTALL	4685.0	SQ FT	PROFESSIONAL INSTALLATION OF SYNTHETIC TURF SAFETY SURFACING		\$7.00	\$32,795.00
INSTALL	1.0	EA	PROFESSIONAL INSTALLATION SERVICES OF PLAYGROUND EQUIPMENT SHOWN ABOVE		\$35,500.00	\$35,500.00
SHIPPING	2.0	EA	SHIPPING - PER TRUCKLOAD		\$3,000.00	\$6,000.00
HAPPY DISCOUNT	1.0	EA	HAPPY DISCOUNT FOR PREFERRED CUSTOMER		-\$14,350.00	-\$14,350.00

Happy Playgrounds, LLC
 8601 South Oxford Avenue
 Tulsa, OK 74137
 (918) 851-9518
daniel.collins@happyplaygrounds.com



Happy Playgrounds

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Certified Woman Owned Small Business
 Native American Owned:
 TERO and CESO certified


City of Texarkana, AR
 Attention: Adam Dalby
 216 Walnut Street
 Texarkana, AR 71854

Quote # 4929-0
 Quote Date 09-26-2024
Quote Amount \$266,582.93

Item	Quantity	UOM	Description	Color	Unit Price	Total
------	----------	-----	-------------	-------	------------	-------

Signature/Date

Sub Total \$248,148.00
 Tax \$18,434.93
Quote Amount \$266,582.93

Thank you for doing business with Happy Playgrounds, LLC 

Notes:

Option 1

Receipt & Storage of Product: Unless agreed upon ahead of time, the customer is responsible for unloading product from the truck and checking the bill of lading for missing equipment and/or damages. Please check deliveries carefully. Anything missing or damaged should be noted on the bill of lading when signing for the shipment. Photographs of damaged equipment should be taken and forwarded to us.

Installation: Our installation prices are based upon the site being graded and ready for the equipment, with no large rocks that may interfere with drilling the foundation. If large rocks or other obstacles are found which were unanticipated, there may be additional costs involved. We will notify the owner before proceeding.



**Texarkana Parks &
Rec - Option 1**

HP091824-1

Sales Representative



Equipment Manufacturer



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 8601 South Oxford Avenue
 Tulsa, OK 74137
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daniel.collins@happyplaygrounds.com



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City of Texarkana, AR
 Attention: Adam Dalby
 216 Walnut Street
 Texarkana, AR 71854

Quote #	4937-0
Quote Date	09-26-2024
Quote Amount	\$266,948.37

Item	Quantity	UOM	Description	Color	Unit Price	Total
HP091824-2	1.0	EA	CUSTOM PLAYWORLD INCLUSIVE PLAYGROUND STRUCTURE. INCLUDES AEROGLIDER, SLIDE-A-SIDE, CLIMBING SQUARES, UNITY STEPPERS, AND PITCH CROSSING!		\$123,783.00	\$123,783.00
ZZXX0349	1.0	EA	PLAYWORLD UNITY SPINR - W/ 2 ACCESSIBLE SEATS		\$15,637.00	\$15,637.00
ZZXX0065	1.0	EA	PLAYWORLD SPIN CUP		\$1,142.00	\$1,142.00
ZZXX0818	1.0	EA	8ft SINGLE POST SWING ASSEMBLY		\$1,637.00	\$1,637.00
ZZXX0819	1.0	EA	PLAYWORLD 8ft SINGLE POST SWING ADD-A-BAY		\$1,125.00	\$1,125.00
ZZXX0892	1.0	EA	PLAYWORLD ACCESSIBLE SWING SEAT- 8ft TOP RAIL		\$1,537.00	\$1,537.00
ZZXX0820	1.0	EA	PLAYWORLD TODDLER SWING ADD-ON BEAM		\$1,037.00	\$1,037.00
ZZXX1411	2.0	EA	PLAYWORLD 6ft PERMANENT BENCH (COATED PLANKS & POWDER COATED PAINTED FRAME)		\$667.00	\$1,334.00
ZZXX0260	3.0	EA	PLAYWORLD BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL		\$170.00	\$510.00
	284.0	EA	PROVIDE & INSTALL 6"X6" CONCRETE PLAYGROUND CURB		\$20.00	\$5,680.00
DRAINAGE	1.0	EA	INSTALL DRAINAGE PIPE UNDER THE PLAYGROUND TURF		\$1,500.00	\$1,500.00
TURF-MATERIALS	4532.0	EA	PROVIDE & INSTALL IPEMA CERTIFIED SYNTHETIC TURF SAFETY SURFACING. PRICE INCLUDES PADDING UNDERLAYMENT FOR FALL PROTECTION, AGG BASE, TREX BOARD IN EDGING, SEAMING TAPE / GLUE, AND INFILL SYSTEM		\$8.00	\$36,256.00
LABOR	4532.0	EA	PROFESSIONAL INSTALLATION OF SYNTHETIC TURF SAFETY SURFACING		\$7.00	\$31,724.00
	1.0	EA	PROFESSIONAL INSTALLATION SERVICES OF PLAYGROUND EQUIPMENT SHOWN ABOVE		\$35,200.00	\$35,200.00
	2.0	EA	SHIPPING - PER TRUCKLOAD		\$3,000.00	\$6,000.00

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 Tulsa, OK 74137
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Happy Playgrounds

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City of Texarkana, AR
 Attention: Adam Dalby
 216 Walnut Street
 Texarkana, AR 71854

Quote # 4937-0
 Quote Date 09-26-2024
Quote Amount \$266,948.37

Item	Quantity	UOM	Description	Color	Unit Price	Total
HAPPY DISCOUNT	1.0	EA	HAPPY DISCOUNT FOR PREFERRED CUSTOMER		-\$15,750.00	-\$15,750.00

Signature/Date

Sub Total \$248,352.00
 Tax \$18,596.37
Quote Amount \$266,948.37

Thank you for doing business with
 Happy Playgrounds, LLC



Notes:

Option 2

Receipt & Storage of Product:

Unless agreed upon ahead of time, the customer is responsible for unloading product from the truck and checking the bill of lading for missing equipment and/or damages. Please check deliveries carefully. Anything missing or damaged should be noted on the bill of lading when signing for the shipment. Photographs of damaged equipment should be taken and forwarded to us.

Installation:

Our installation prices are based upon the site being graded and ready for the equipment, with no large rocks that may interfere with drilling the foundation. If large rocks or other obstacles are found which were unanticipated, there may be additional costs involved. We will notify the owner before proceeding.



**Texarkana Parks &
Rec - Option 2**
HP091824-2

Sales Representative

Happy Playgrounds
 Play. World. Play.

Equipment Manufacturer

PLAYWORLD
 The world needs play.

POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	ECO-ARMOR
Beige	Lime	Blue-Yellow	Gray
Lavender			

employment real estate transportation
 announcements merchandise pets/livestock

Reaching Over **76,800** Potential Buyers in Print
 and **13,500** Unique Visitors Online

EACH DAY!

TexasKana & Gazette 870.330.7550



Classifieds

LEGAL NOTICES

ABANDONED 2002 Ford F150 VIN# 1FTRW07L52KD090669

If not claimed within 45 days the vehicle will be sold, dismantled or destroyed. Vehicles are being held at 4141 M Vrecker Service 1619 Highway 67, North, Prescott, AR 71857 870-887-4357.

ADVERTISEMENT FOR BIDS

Formal Bids will be received at the Office of Parks and Recreation Director, TexasKana Recreation Center, 1 Legion Street, City of TexasKana, Arkansas 71854 until 11:00 AM on September 27, 2024, for the design and installation of an inclusive playground to be located at 1 Legion Street, TexasKana Arkansas 71854. Bid Documents and Specifications may be obtained from the Office of Parks and Recreation Director, TexasKana Recreation Center, 1 Legion Street, TexasKana, Arkansas 71854 immediately. For more information, please call 870-779-4943 or email adam.dalby@arkansas.gov

LEGAL NOTICES

IN THE CIRCUIT COURT OF MILLER COUNTY, ARKANSAS PROBATE DIVISION CAUSE NO. 46PR-24-87

IN THE MATTER OF THE ESTATE OF BETTY ANN BROWN, DECEASED

NOTICE
 Last known address of Decedent: 1616 Roberts Street, TexasKana, Miller County, Arkansas 71854.
Date of Death: January 29, 2024.
 On April 26, 2024, an affidavit for collection of small estate by disbursement was filed with respect to the estate of Betty Ann Brown, decedent, with the clerk of the probate division of the circuit court of Miller County, Arkansas, under Ark. Code Ann. § 28-41-101. All persons having claims against the estate must exhibit them, property verified, to the distributee or their attorney for the estate within three (3) months from the date of the first publication of this notice, or they shall be forever barred and precluded from any benefit in the estate.
 This Notice was first published on September 1, 2024.
 Marshall H. Moore, Estate Attorney

LEGAL NOTICES

Invitation for Bid

The City of TexasKana, Texas, will receive sealed proposals at the Public Works/Contracts Department, 220 Texas Blvd., 4th Floor, TexasKana, Texas 75501. For the following:
IFB #25-1905-09 6 Compartment Chassis Mount Animal Control Unit
Bid opening will be at 10:30 a.m., Tuesday, September 10, 2024, at the City of TexasKana, Texas, 220 Texas Blvd., 4th Floor, TexasKana, Texas 75501.
 Invitation Packets will be available on the City's Website <http://www.ci.texasKana.tx.us/24-60>
 Purchasing Government, Department Purchasing, Current Bid Opportunities or email thompson@texasKana.texas.gov.

LEGAL NOTICES

Notice is hereby given. U-Haul Storage at the Links located at 5204 Links Dr. in TexasKana, AR 71854, will hold a public online auction for the purpose of satisfying landlord's lien. Sale to begin on 09/15/24, online at WWW.WALTCADENACTIONS.COM, and will end 09/22/24. Property will be sold to the highest bidder for cash. Seller reserves the right to not accept any bid and to withdraw property from sale at any time. Property being sold is the contents of the following units:
 #2006-ESTATE OF MICHAEL WESLEY
 #150-CHRISTY ALLEN;
 #011-LACA BRUNO;
 #075-KENDRA HOLLIMAN;
 #154-ALFONZO ROBINSON;
 #148-STEVEN JESTER
 Auction to be conducted online by Colonel Walt Cade, CAI, AITS, BAS, CES, TXLIC# 16645

LEGAL NOTICES

Notice of Public Sale to satisfy landlord's lien under Chapter 59, Texas Property Code. Sale opens September 10, 2024, at 10:00 a.m. and closes September 17, 2024 at 10:15am. Auction will be held on www.storageauctions.com. Property will be sold for cash to the highest bidder at the time of auction. Clean up and removal deposit may be required. Seller reserves the right to withdraw property from the sale and to reject any bidder. Property will be sold in entirety contents of each individual storage unit.
 Property being sold includes the following: electronics, furniture, appliances, clothing, household items, toys, tools, and unmarked boxes, bags, and totes.
 Property includes the contents of the spaces of the following:
Lockaway New Boston Rd-3626 New Boston Rd, TexasKana, TX 75501
 Mary Pops, Reimold Atkins, Leah Tiner, Jackie Keener, Kim Lafayette, Marou Green, Antonio Johnson, Katrina Johnson
Lockaway Pleasant Grove-9120 Holmes Ln TexasKana, TX 75503
 Kay Gaskill

LEGAL NOTICES

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 Kay Gaskill

LEGAL NOTICES

NOTICE OF PUBLIC SALE

The name and address of the court are: Superior Court of California, County of Sacramento, 3341 Power Inn Rd., Sacramento, CA 95825.
 The name, address, and telephone number of the petitioner without an attorney, are: N. Scott Castillo, Esq., 3356 Mather Field Rd., Rancho Cordova, CA 95670.
 Date: 11/02/2023
 Warning - Important Information
 California law provides that, for purposes of division of property upon dissolution of a marriage or domestic partnership, or upon legal separation, property acquired by the parties during marriage or domestic partnership in community property, if either party to this action should die before the jointly held community property is divided, the language in the deed

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What makes a curious



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Consider the following action concerning the 2024 Byrne Justice Assistance Grant Program:

Conduct a Public Hearing to allow citizen input regarding the use of Byrne Justice Assistance Grant Program monies for the Texarkana, Arkansas Police Department.

Adopt a Resolution granting permission to submit the 2024 application and authorizing the City Manager to execute a Memorandum of Understanding (MOU) Interlocal Agreement with Miller County, regarding the Byrne Justice Assistance Grant (JAG-yearly grant). (TAPD) CID Secretary Amy Smith

AGENDA DATE: October 21, 2024

ITEM TYPE: Ordinance Resolution Other :

DEPARTMENT: Texarkana Arkansas Police Department

PREPARED BY: Interim Police Chief Ed Chattaway

REQUEST: Texarkana Arkansas Police Department/Miller County Sheriff Department FY 2024 JAG Award Program

EMERGENCY CLAUSE: N/A

SUMMARY: The Texarkana Police Department receives money through the DOJ Edward Byrne Justice Assistance Grant Program each year. We request permission to submit the joint 2024 application and enter into an Interlocal Agreement with Miller County concerning the division of the funds in the amount of \$19,000.00. The money splits \$12,666.00 TAPD & \$6,334.00 MCSO.

This year we are eligible for the “Byrne Justice Assistance Grant Program” or JAG in the amount of \$19,000.00 dollars to be split with Miller County. Unless both City and County agree to the disparate certification resolution for Texarkana/Miller County neither governmental agency will receive funds. Miller County has agreed to take \$6,334.00 dollars as their share to resolve the disparate certification. This is approximately at 66.67/33.33% split. There is an especially short window of opportunity to submit this application to the Board of Directors for approval of the JAG Grant, Public Comments & MOU with

Miller County and then forward to the Department of Justice for processing.

The Texarkana Arkansas Police Department will utilize its \$12,666.00 portion of the JAG award to fund the costs associated with purchasing bullet proof vests.

There is no local match to either the city or county on this grant application.

EXPENSE REQUIRED: \$0.00

AMOUNT BUDGETED: \$0.00

**APPROPRIATION
REQUIRED:** None

**RECOMMENDED
ACTION:**

EXHIBITS: Resolution and MOU

RESOLUTION NO. _____

WHEREAS, the Texarkana, Arkansas Police Department (TAPD) has been receiving funds through the Edward Byrne Justice Assistance Grant Program each year and is requesting permission to submit the 2024 application and to enter into an Interlocal Agreement with Miller County concerning the division of funds received from the grant; and

WHEREAS, TAPD and Miller county will split a \$19,000 grant from the “2024 Byrne Justice Assistance Grant Program” and must agree to a disparate certification resolution before either agency can receive the grant; and

WHEREAS, TAPD has agreed to receive \$12,666 as their share, leaving Miller County with \$6,334, an approximate 66.67/33.33% split; and

WHEREAS, TAPD is proposing that the city’s share of the funds be used fund the costs associated with purchasing bullet proof vests for its officers;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas that the Texarkana, Arkansas Police Department is authorized and directed to submit the 2024 application under the Edward Byrne Justice Assistance Grant Program, to execute the Interlocal Agreement with Miller County, to split the grant money as set out above, and to use the grant money for the purposes set forth herein.

PASSED AND APPROVED this 21st day of October, 2024.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney

FY 2024 JAG Award Program
GMS Application Number: O-BJA-2024-172239
UEI: YGVLRZNQ4787

The State of Arkansas

Known All By These Present

County of Miller

Interlocal Agreement
Between the City of Texarkana, Ar. and the County of Miller, Ar.
2024 Byrne Justice Assistance Grant (JAG) Program Award

This agreement is made and entered the 21st day of October 2024 by and between the County of Miller, acting by and through its governing body, the Quorum Court, hereinafter referred to as COUNTY, and the City of Texarkana, acting by and through its governing body, the Board of Directors, hereinafter referred to as CITY, both Miller County, State of Arkansas, witnesseth:

The City of Texarkana will act as the fiscal agent to administer this grant for the City of Texarkana, Arkansas and Miller County, Arkansas. The City and the County will use their part of the grant funds for the purchase of the equipment as set forth within the budget section of the application.

WHEREAS, each governing body, in performing governmental function or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the City agrees to provide the County \$6,334.00 from the 2024 JAG award for equipment purchases to be determined by the Miller County Sheriff's Office; and

WHEREAS, the City and the County believe it to be in their best interest to reallocate the JAG funds.

FY 2024 JAG Award Program

GMS Application Number: O-BJA-2024-172239

UEI: YGVLRZNQ4787

NOW THEREFORE, the County and City agree as follows:

Section 1.

The CITY agrees to pay the COUNTY a total of \$6,334.00 of 2024 JAG funds. Under this agreement, the CITY will maintain \$12,666.00.

Section 2.

The COUNTY agrees to use \$6,334.00 for the purpose of equipment and/or salaries and the CITY will use \$12,666.00 for the purpose of equipment and/or salaries, until September 30, 2025.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against the COUNTY.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under the Agreement and shall not be liable for any civil liability that may arise from the furnishing of the service by the other party.

Section 6.

The parties to the Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

FY 2024 JAG Award Program
GMS Application Number: O-BJA-2024-172239
UEI: YGVLRZLNQ4787

Section 7.

By entering into this Agreement, the parties agree to abide by the Sub-Recipient Monitoring Policy adopted by the CITY for purposes of managing and reporting grant funded activities and performance to the 2024 Edward Byrne Justice Assistance Grant. The parties do not intend to create any obligations express or implied other than those set out herein; furthermore, this Agreement shall not create any rights in any party not a signatory hereto.

CITY of Texarkana, AR.

COUNTY of Miller, AR.

City Manager, Mr. Tyler Richards

County Judge, Cathy Hardin-Harrison

ATTEST: APPROVED AS TO FORM

City Clerk, Heather Soyars

County Clerk, Stephanie Harvin

City Attorney, Josh Potter



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance waiving competitive bidding requirements and authorizing the purchase of a new Motorola RMS/CAD program called Command Central. (TAPD) Interim Police Chief Ed Chattaway

The applicant requests an emergency clause. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board. (Hdbk. Const. Amend 7)

AGENDA DATE: October 21, 2024

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Texarkana Arkansas Police Department

PREPARED BY: Ed Chattaway, Interim Police Chief

REQUEST: Purchase of upgrade feature of Motorola's RMS/CAD system: "Command Central" software upgrade.

EMERGENCY CLAUSE: YES

SUMMARY: The new feature of Motorola RMS/CAD program called Command Central, gives the capability to redact personal or sensitive information from cases reviewed under Freedom of Information Act requests. NCIC/ACIC requires that such information be redacted prior to releasing even FOIA requested material. In addition to ensuring compliance with state law, the upgrade contains many additional features that will be beneficial to detectives and officers in the field and will be a seamless add-on to the already purchased base package from Motorola RMS.

EXPENSE REQUIRED: See attached quote

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**RECOMMENDED
ACTION:**

EXHIBITS: Ordinance and Quote from Motorola Solutions

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING; AUTHORIZING THE PURCHASE OF A MOTOROLA RMS/CAD UPGRADED PROGRAM CALLED “COMMAND CENTRAL”; FOR DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, the Texarkana, Arkansas Police Department is requesting the Board of Directors approve the purchase of a Motorola RMS/CAD system “Command Central” software upgrade; and

WHEREAS, this request is made in order to update and expand its current system and will provide the police department with the capability to redact personal or sensitive information when dealing with Freedom of Information Act Requests; and

WHEREAS, Motorola Solutions, Inc., has submitted a proposal to upgrade and implement the “Command Central” system for a five-year period, with the first-year cost being \$38,427.11 and the remaining four years billed at a cost of \$27,452.25 per year, for a total cost \$148,236.11; and

WHEREAS, Motorola Solutions, Inc., is the same company the city used to purchase its existing system, and they have the unique ability to upgrade and expand the existing system; and

WHEREAS, pursuant to Ark. Code Ann. § 14-47-138, the Board of Directors may waive the requirements of competitive bidding in exceptional situations where competitive bidding is not feasible; and

WHEREAS, it is not feasible or practicable to engage in competitive bidding because Motorola Solutions is considered a sole source; and

WHEREAS, in consideration of and for the reasons set forth above, the Texarkana, Arkansas Police Department does request that any competitive bidding practices otherwise

required by applicable statute and ordinance be waived as permitted by Ark. Code Ann. § 14-47-138 and § 2-27 of the *City of Texarkana, Arkansas Code of Ordinances* and the purchase of the item described above be approved;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas:

Section 1: The competitive bidding practices contemplated by applicable law and ordinance are waived and the City Manager is authorized to enter into any agreement with Motorola Solutions to purchase the “Command Central” upgrade software, hardware, licenses, and warranties described herein on the terms, conditions, and in an amount not to exceed \$148,236.11.

Section 2: This action being necessary for the preservation of the public peace, health and safety (including the need to commence prompt acquisition and installation of said needed hardware, software and support), and a separate and distinct vote having been taken on this emergency clause, an emergency is therefore declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 21st day of October, 2024.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney

Billing Address:
 TEXARKANA POLICE DEPT, CITY
 OF
 100 N STATE LINE AVE 3RD FL
 TEXARKANA, AR 71854
 US

Shipping Address:
 TEXARKANA POLICE DEPT, CITY
 OF
 100 N STATE LINE AVE 3RD FL
 TEXARKANA, AR 71854
 US

Quote Date:10/08/2024
 Expiration Date:01/06/2025
 Quote Created By:
 Billy Duncan
 Billy.Duncan@
 motorolasolutions.com

End Customer:
 TEXARKANA POLICE DEPT, CITY OF
 Wendy Herring
 wendy.herring@txkusa.org
 903-798-3173

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	APC	Description	Qty	Term
CommandCentral Evidence					
1	ISV00S01459A	0141	DIGITAL EVIDENCE DELIVERY SERVICES	1	
2	PSV00S04240A	0250	CC EVIDENCE ONSITE TRAINING	1	
3	SSV00S01450B	0217	LEARNER LXP SUBSCRIPTION	50	5 YEAR
4	SSV00S03389A	0258	INTEGRATION: FLEX RMS	1	5 YEAR
5	SSV00S03753A	0616	INTEGRATION: RESPONDER TO EVIDENCE	1	5 YEAR
6	SSV00S02601A	0616	COMMANDCENTRAL EVIDENCE PLUS	1	5 YEAR
7	SSV00S02604A	0413	FIELD RESPONSE APPLICATION	1	5 YEAR
8	SSV00S02605A	0315	RECORDS MANAGEMENT	1	5 YEAR
9	SSV00S02606A	0616	OPTIMIZED DIGITAL EVIDENCE	1	5 YEAR
10	SSV00S02783A	0616	COMMANDCENTRAL STORAGE GB	2000	5 YEAR
11	SSV00S02782A	0259	COMMUNITY INTERACTION TOOL	1	5 YEAR
12	SSV00S03750A	0616	INTEGRATION: VIDEO MANAGER EL (ON PREMISE) TO EVIDENCE	1	5 YEAR
13	SSV00S03682A	0616	INTEGRATION: CC EVIDENCE TO COMMUNITY	1	5 YEAR

Subtotal

\$134,454.52



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Estimated Tax - 10.25%

\$13,781.59

Grand Total

\$148,236.11(USD)

Pricing Metric :

Price is indicative of the following -
of Named Users for - 50

Pricing Summary

		Payment Term	Upfront Sale Price	
Upfront Costs*				
			\$9,954.52	
Upfront Subscription Fee				
	CommandCentral Evidence	Annually	\$24,900.00	
Sub Total:			\$34,854.52	
		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	CommandCentral Evidence	Annually	\$24,900.00	\$24,900.00
Year 3 Subscription Fee				
	CommandCentral Evidence	Annually	\$24,900.00	\$24,900.00
Year 4 Subscription Fee				
	CommandCentral Evidence	Annually	\$24,900.00	\$24,900.00
Year 5 Subscription Fee				
	CommandCentral Evidence	Annually	\$24,900.00	\$24,900.00
Sub Total:			\$99,600.00	
Grand Total System Price (Inclusive of Upfront and Annual Costs)			\$134,454.52	

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.



COMMANDCENTRAL RESPONDER: EVIDENCE CAPTURE SOLUTION

DESCRIPTION

CommandCentral Responder is a mobile solution for frontline Responders. This includes an application for iOS and Android.

MINIMUM OPERATING SYSTEM REQUIREMENTS

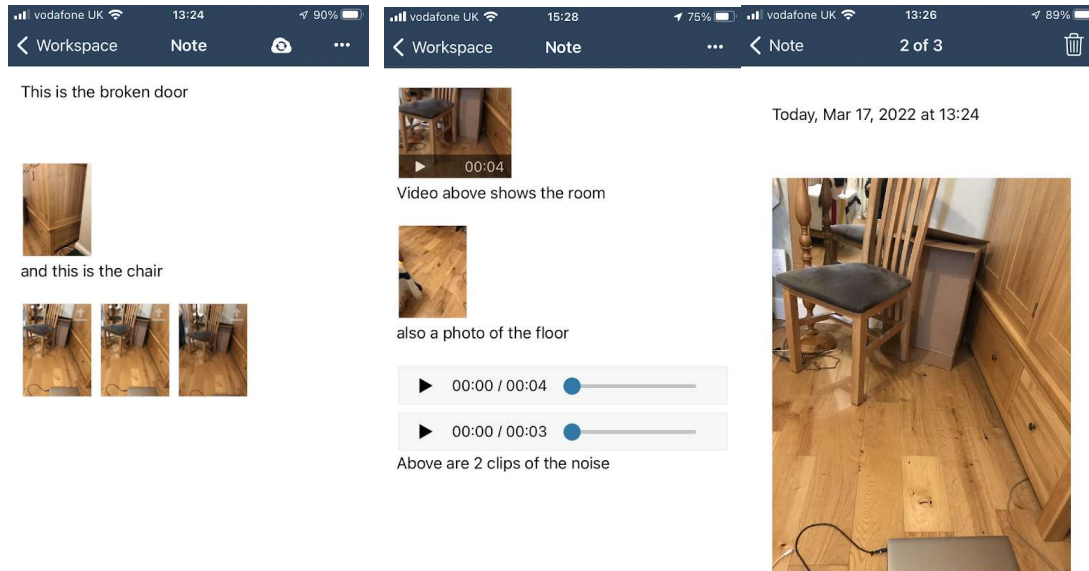
Apple iOS: Minimum Supported version is 15

Android: Minimum Supported Version is 10

The CommandCentral Responder application for evidence capture allows users to capture media, record notes, tag items and link them to cases / incident records. Depending on which feature flags are enabled, a customer can gain access to different sets of features. Using a note, users can capture a group of photos in one go and then tag them or link them all as a group. Responder uploads media automatically once captured, making the process easy for users. Media is removed automatically from a user's device after a customer defined retention period. Users can set up the application easily by downloading the application from App Store or Play Store, and simply logging in with their MSI account.

NOTES AND MEDIA CAPTURE

CommandCentral Responder allows a user to create a note and capture media and associated text. Users can use the note either just to group a set of media together (as they capture it) or to add additional explanatory text as they capture details. Users can capture audio, video and photographs in this collection. This means users can attend a scene and immediately capture a collection of media before working out how to tag or link it. Users can view a full size version of a photo and can zoom in to view it at larger scale.

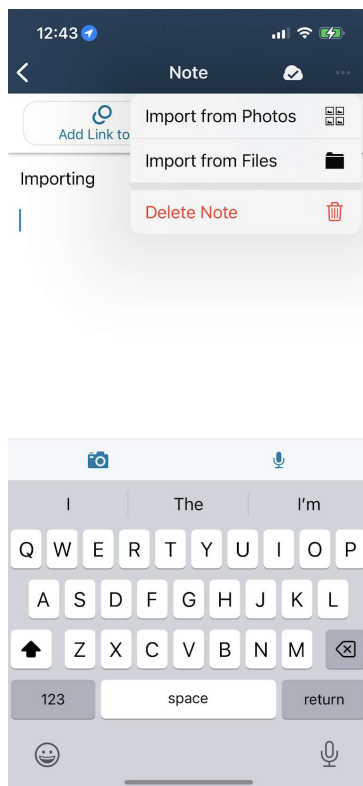


Media Retention Policy Setting: This setting is set during the deployment and is an agency-wide policy. Each agency needs to select the amount of time the evidence / media captured will remain on devices in the field from time of capture. (Default setting is 30 days) but can be set as low as 8 hours or once per shift by setting the value to “0.”

NOTE: The time evidence remains on the device is based upon when the file is captured and then the retention policy will be triggered for removal from the device based on the time retention has expired.

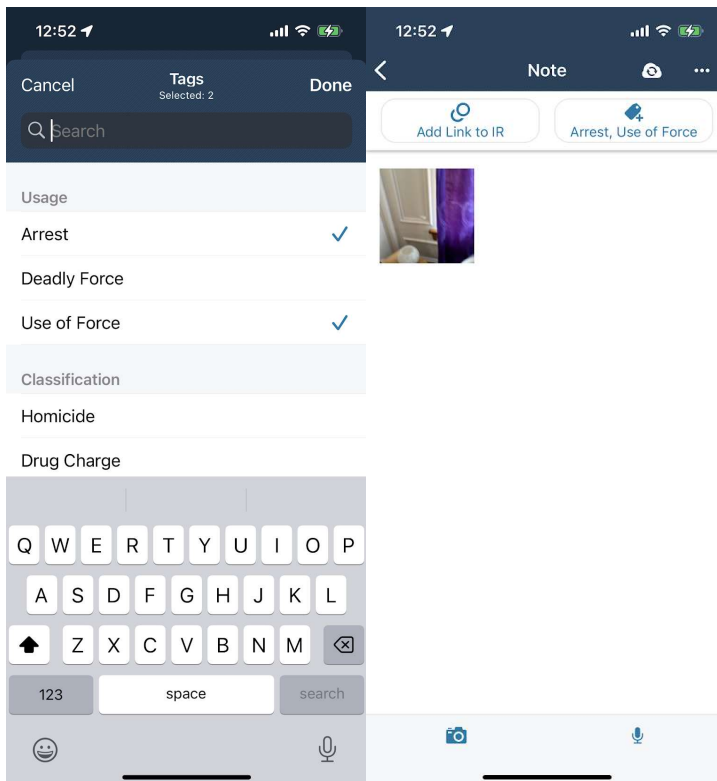
IMPORTING MEDIA

Users can import media (photos, audio, video and files such as PDFs) from their gallery or file system - allowing them to use media files shared to their device by members of the public. During deployment each agency can decide to enable or disable using per agency configuration (if an agency does not want to use this capability they can turn it off). This feature is an agency-wide setting.



TAGGING

Users can choose to tag a note, which will tag it and all media within it. Tags provided are those configured by the agency and are shown grouped by categories defined by the agency. Selected tags will then show on the note. As with all media, in CommandCentral Evidence, tags are used to manage and set the retention period for media. In addition to manual tags, Responder can be configured to set a default “Responder Media” tag on every media item uploaded by Responder. This allows agencies to set a default tag & retention period for anything captured by Responder.



LINKING TO RECORDS

Users can link a note to an incident record contained in the CommandCentral Consolidated Records View - to relate the note & media to the incident and ensure they are shown in the Consolidated Records View.

The incident record summary shown in Responder contains key data for the record - Report number, Incident Type, Involved officers & Incident Start & End Date.

Users can

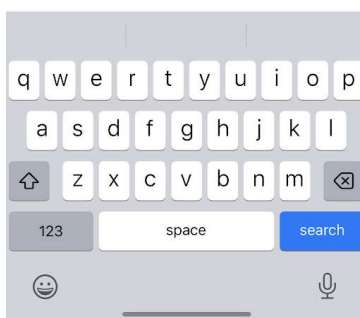
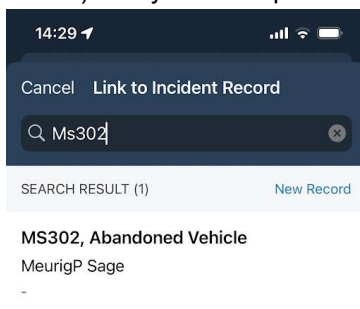
- Link to an incident record already on a user's device
- Any incident records for which a user is already added as an involved officer will be automatically downloaded to their device.
- Link to an incident record by search:
- A user can search for an incident record using a simple free text search, searching for any incident record for the agency in CC Records that the user has permission to view
- Create a new incident record if one does not exist (not available with Flex - see below)



- Users can create a new incident record (providing summary details above).
- User will be provided with the Report number separately
- Responder application will detect creation of incidents (from Responder) with duplicate Report numbers, warn users and allow them to resolve conflicts.

The exact behavior depends on whether the customer is using:

- Responder with CommandCentral Evidence connected to Flex
- Flex generates law incidents (typically created from CAD). These law incidents are uploaded to CC Records and users can link to these. Whenever there is a case number to link to there will be a law incident in Flex and this will be pushed to CC Records. As a result, users can't create incident record summaries in Responder, they can link to law incidents created in Flex.
- Responder with CommandCentral Evidence connected to P1 RMS
- P1 RMS manages case reports in case folders. If there is a case report, then P1 uploads this to CC Records and users can link to it.
- If there is a case folder in P1 RMS but no case report then users can create an incident record summary in Responder, adding the case number - allowing the user to link media to the case.
- Responder with CommandCentral Evidence standalone (with CommandCentral Records Starter capability)
- Users can create incident record summaries or link to ones that have already been created.
- Incident records have to be manually created in Responder (or the CommandCentral Evidence/Records web UI) - they aren't imported from other systems



TIMELINE

Users can view previous notes in their timeline:

- Update a note later with further information;

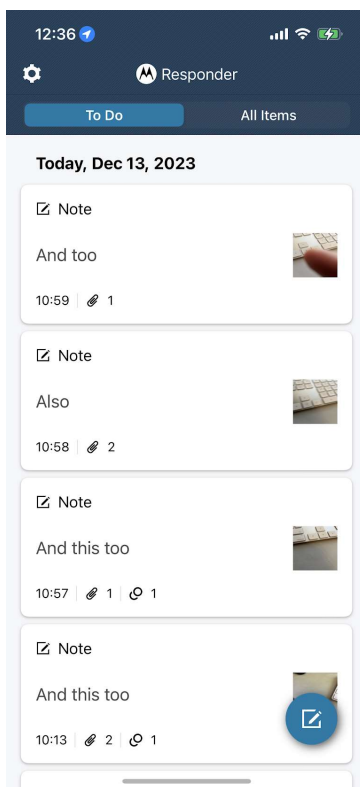


- Refer back to them later when completing a report;
- Notes (and associated media) are kept on the device in a user's timeline for an agency configured period - configured in CC Admin (default is 30 days).

The timeline is separated into a To Do and All Items view.

The To do view shows notes that a user has added, that are either less than 24 hours old or that have not yet been linked to an incident record. Users can manually move a note out of the To do view if they don't intend to link it to an incident record. However, typically users are encouraged to capture media and then link it. This provides an easy way for users to see notes they still have to deal with.

The All Items view shows all notes on a user's device so they can find older notes & evidence that they need to refer to.



SYNCHRONIZING DATA

Notes & media files are automatically uploaded to CommandCentral Evidence - a sync indicator is shown on the note to show data is being uploaded, and an indicator is shown on each media item to show that the media item is being uploaded.

When a user signs out of Responder app, if they have unsent data (notes & evidence) then Responder will alert the user that they have unsent items - allowing them to ensure they are in an area of coverage and wait for sync to complete.



AUTHENTICATION AND SECURITY

CommandCentral Responder prevents unauthorized users from accessing the data transmitted to and from mobile devices through an HTTPS connection with FIPS 140-2 Transport Layer Security (TLS) v1.2 encryption. All user requests and other user data are protected by Azure Government services.

To access the system, a user authenticates against the CommandCentral Identity Management system. If desired, the identity management system can be set up to federate authentication against a customer identity management system such as Azure AD.

Customers can enable multi-factor authentication.

- If a customer uses CommandCentral Identity Management directly then multi factor authentication can be enabled for any or all users (at customer decision). If enabled then users need to enter a username & password and a second factor which is either a one time passcode sent by email or a one time passcode or authentication approval enabled via a separate app (Ping ID).
- If a customer uses federated authentication then the federated auth system authenticates the user. In this case the customer identity management will implement the multi factor authentication. For instance, Azure AD can enforce multi factor authentication and allows a one time passcode to be provided via email, SMS or via the Azure authenticator app.

In addition, Responder uses a user defined PIN code (or optionally biometric unlock) that is used to allow users to unlock their app easily after inactivity timeout. Initial sign in online with a password is required once per shift to access online data.



VIDEO EVIDENCE STATEMENT OF WORK

Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. ("Motorola") system as presented in this offer to the Customer (hereinafter referred to as "Customer"). For the purposes of this SOW, Motorola may include our affiliates, subcontractors, and third-party partners, as the case may be.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with direct network access sufficient to enable Motorola to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by or on behalf of Motorola are specifically listed in the Agreement and any reference within this SOW, as well as subcontractors' SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement.

Following the conclusion of the Welcome/IT Call, Motorola project personnel will communicate additional project information via email, phone call, or additional ad-hoc meetings.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

PROJECT MANAGEMENT TERMS

The following project management terms are used in this SOW. Since these terms may be used differently in other settings, these definitions are provided for clarity.

Deployment Date(s) refers to any date or range of dates when implementation, configuration, and training will occur. The deployment date(s) is subject to change based on equipment or resource availability and Customer readiness.

COMPLETION CRITERIA

Motorola Integration Services are complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in the deployment checklist. Certain Customer tasks, such as hardware installation activities identified in Section 1.9 of this SOW, must be completed prior to Motorola commencing with its delivery obligations. Customer will provide Motorola written notification that it does



not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of task completion or receipt of a deliverable, whichever may be applicable.

Service completion will be acknowledged in accordance with the terms of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer in a writing signed by both parties.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

MOTOROLA PROJECT ROLES AND RESPONSIBILITIES

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project at the discretion of and under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for Motorola. The Project Manager's responsibilities include the following:

- Host the Welcome/IT Call.
- Manage the Motorola responsibilities related to the delivery of the project.
- Coordinate schedules of the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

System Technologists

The Motorola System Technologists (ST) will work with the Customer project team on system provisioning. ST responsibilities include the following:



- Provide consultation services to the Customer regarding the provisioning and operation of the Motorola system.
- Provide provisioning and training to the Customer to set up and maintain the system.
- Complete the provisioning ownership handoff to the Customer.
- Complete the project-defined tasks as defined in this SOW.
- Confirmation that the delivered technical elements meet contracted requirements.
- Engagement throughout the duration of the delivery.

Technical Trainer / Instructor

The Motorola Technical Trainer / Instructor provides training either on-site or remote (virtual) depending on the training topic and deployment type purchased. Responsibilities include:

- Review the role of the Learning eXperience Portal (“LXP”) in the delivery and provide Customer Username and Access Information.

CUSTOMER PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

The success of the project is dependent on early assignment of key Customer resources. In many cases, the Customer will provide project roles that correspond with Motorola’s project roles. It is critical that these resources are empowered to make decisions based on the Customer’s operational and administration needs. The Customer’s project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer’s subcontractors. In the event the project involves multiple locations, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager’s responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements in this SOW and identified in the Welcome/IT Call.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Approve a deployment date offered by Motorola.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.



- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.
- Identify the resource with authority to formally acknowledge and approve change orders, completion of work, and payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Point of contact to work with the Motorola System Technologists to facilitate the training plan.

IT Support Team

The IT Support Team (or Customer designee) manages the technical efforts and ongoing tasks and activities of their system. Manage the Customer-owned provisioning maintenance and provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

The IT Support Team responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the Customer subject matter experts during the provisioning process and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.
- Implement changes to Customer owned and maintained infrastructure in support of the Evidence Management System installation.

Subject Matter Experts

The Subject Matter Experts (SME or Super Users) are the core group of users involved with delivery analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and department policies related to the Evidence Management System.

General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:



- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, camera equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project.
- Communication between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.
- Active participation of Customer SMEs in project delivery meetings and working sessions during the course of the project. Customer SMEs will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

PROJECT PLANNING

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, and set the foundation for a successful implementation.

WELCOME/IT CALL - TELECONFERENCE/WEB MEETING

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include the following:

- Review the Agreement documents.
- Review project delivery requirements as described in this SOW.
- Provide shipping information for all purchased equipment.
- Discuss deployment date activities.
- Provide assigned technician information.
- Review IT questionnaire and customer infrastructure.
- Discuss which tasks will be conducted by Motorola resources.
- Discuss Customer involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
- Review the initial project tasks and incorporate Customer feedback.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review the On-line Training system role in project delivery and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review deployment completion criteria and the process for transitioning to support.



Motorola Responsibilities

- Host Welcome/IT Call.
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Provide Customers with steps to follow to register for Online Training.
- Request user information required to establish the Customer in the LXP.

Customer Responsibilities

Complete the Online Training registration form and provide it to Motorola within ten business days of the Project Planning Session.

- Review the received (as part of order) and completed IT questionnaire.
- Provide a customer point of contact for the project.
- Provide data for completing the policy validation form.
- Provide LXP user information as requested by Motorola.
- Verify Customer Administrator(s) have access to the LXP.

Motorola Deliverables

- Welcome Call presentation and key meeting notes
- Send an email confirming deployment date and ST assigned email
- Communicate with the Customer via email confirming shipment and tracking information.
- Instruct the Customer on How to Register for Training email.
- Provide and review the Training Plan.

SOLUTION PROVISIONING

Solution provisioning includes the configuration of user configurable parameters (unit names, personnel, and status codes). The system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.

IN-CAR VIDEO PROVISIONING SCENARIO

If in-car video is a part of the system, the Motorola Application Specialist will complete the following provisioning tasks.

Motorola Responsibilities

- Conduct a remote review of the standard provisioning database with the Customer prior to the start of provisioning.
- Provide and review the Provisioning Export Worksheets with the Customer.
- Conduct a conference call with the Customer to review the completeness of the Provisioning Export Worksheets prior to the start of provisioning.

BODY WORN CAMERA PROVISIONING SCENARIO



If body worn cameras are a part of the system, the provisioning of the in-car system will generally follow the completion of the base in-car video provisioning.

Motorola Responsibilities

Configure transfer stations for connectivity to the evidence management server.

- Configure devices within the evidence management system.
- Check out devices and create a test recording.
- Verify successful upload from devices after docking back into the transfer station or USB dock.

INFRASTRUCTURE VALIDATION

Hardware will be installed on the network to facilitate provisioning, testing, and will be used to provide instruction to Customer personnel after the complete software installation.

Motorola Responsibilities

- Verify that the server is properly racked and connected to the network.
- Verify that access points are properly installed and connected to the network.
- Verify that transfer stations are connected to the network and configured.

Customer Responsibilities

- Verify that the server network has access to the internet for software installation and updates.
- Verify that the network routing is correct for the transfer stations and access points to communicate with the server.
- Verify that the client computers can access the server on the required ports.

HARDWARE INSTALLATION

Physical installation of hardware (i.e. servers, cameras, Access Points, WiFi docs, etc.) is not included in the standard scope of the solution. If a custom quote for installations is included in this purchase, Motorola will manage the subcontractor and their deliverables as part of this SOW. Customers who perform or procure their own installations assume all installation responsibilities including cost, oversight and risk.

SYSTEM TRAINING

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Self-paced online training courses, additional live training, documentation, and resources can be accessed and registered for on the Motorola's LXP.

ONLINE TRAINING

Online training is made available to the Customer via Motorola's LXP. This subscription service provides the Customer with continual access to our library of online learning content and allows users the benefit



of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of available online training courses can be found in the Training Plan.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: LXP Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola's LXP.
- Contact Motorola Solutions to engage Technical Support when needed.

Motorola Deliverables

- LXP Enable

INSTRUCTOR-LED TRAINING (ONSITE AND REMOTE)

A list of Instructor-Led and Virtual Instructor-Led courses can be found in the Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in electronic .PDF format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

Customer Responsibilities

- Supply classrooms with a workstation for the instructor (if Onsite) and at least one workstation for every student based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the delivery of training.



- Conduct end user training in accordance with the Project Schedule.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance Rosters.
- Technical Training Catalog.

FUNCTIONAL VALIDATION AND PROJECT CLOSURE

The objective of Functional Validation is to demonstrate the features and functions of the system in the Customer's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Customer's operations or for which the system has not been provisioned. The functional demonstration is a critical activity that must occur following the completion of provisioning.

Motorola Responsibilities

- Conduct a power on functional demonstration of the installed system per the deployment checklist
- Manage to resolution any documented punch list items noted on the deployment checklist.
- Provide trip report outlining all activities completed during the installation as well as outstanding follow up items
- Provide an overview of the support process and how to request support.
- Walk through support resources, web ticket entry and escalation procedures.
- Provide a customer survey upon closure of the project.

Customer Responsibilities

- Witness the functional demonstration and acknowledge its completion via signature on the deployment checklist.
- Participate in prioritizing the punch list.
- Coordinate and manage Customer action as noted in the punch list.
- Provide signatory approval on the deployment checklist providing Motorola with final acceptance.
- Complete Customer Survey.



LEARNING SUBSCRIPTION STATEMENT OF WORK

OVERVIEW

This Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for enabling access to Motorola Solutions' Learning eXperience Portal ("LXP") with a Learning Subscription. The LXP will be accessible once the Customer is on-boarded within the system and both parties have fulfilled their responsibilities noted below. It will remain available through the contracted term.

This SOW, including all of its subsections and attachments, is an integral part of the Subscription Services Agreement or other signed agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the Customer ("Customer") and is subject to the terms and conditions set forth in the Agreement.

DESCRIPTION OF SERVICE

Motorola Solutions provides access to an agency-specific version of the LXP as part of the Learning Subscription. The Learning Subscription consists of technology-specific hubs. The LXP serves as a Learning Management System ("LMS"), providing the Customer with a central repository for training content. Motorola Solutions and the Customer will take the actions described in Section 1.5: Motorola Solutions Responsibilities and Section 1.7: Customer Responsibilities to establish and maintain the Learning Subscription for the Customer.

DEFINITIONS

Learning eXperience Portal ("LXP") - An agency-specific learning platform that is administered autonomously for the duration of this agreement.

Learning Subscription - Includes access to the LXP and access to a technology-specific hub.

Online Content - Includes multiple types of digital instruction in which the learning material is presented via the internet. Online content can be enrolled in, completed, and tracked via the system.

Instructor Led/Virtual Instructor Led Content - A live session conducted by a Motorola Solutions or Customer instructor. The LXP will be used to schedule the session, enroll users for it, and track users' progress.

Learning Path - A set of pages used to navigate and display content. This content can be grouped by role, phase, or another grouping that learners and managers can use to assist in planning curriculum.

Group - A more granular segmentation of LXP users for the purpose of content access and management.

Account Management - The act of loading individual user account details into the Motorola Solutions authentication system and using this to allow the Customer access to the LXP.

Primary Administrator - The individual responsible for coordinating group administrators, organizing users, and setting up a custom site header image. The Customer may use a unique Customer-provided image, like a County seal or badge, as the site header image. The Primary Administrator is provided by the Customer.

Group Administrator - Individuals that can edit the list of users included in groups and determine individual content assignments. They will have access to user activity reports. The Group Administrator is provided by the Customer.



Motorola Solutions Hub - Training and documentation created and maintained by Motorola Solutions. Motorola Solutions Hub content is accessed through the LXP. By subscribing, a user has access to a technology-specific hub.

Bring your own Training (“BYOT”) - Training and documentation content that are created and maintained by the Customer.

LMS Administrator - A Motorola Solutions Worldwide Education employee assigned to assist the Customer’s administrators with LXP usage. This person is also responsible for any non-Customer enabled activities like setting up LXP Publisher that was provided by the Customer.

LXP Publisher - individual who can upload, manage and archive BYOT content. The LXP Publisher is provided by the Customer.

SCOPE

This service includes unlimited access to Motorola Solutions’ LXP for the subscription duration. The LXP is a central tool for administering training courses and providing teams with easy access to learning content and documents they need to perform their role. The Customer will receive the Learning Subscription, which will include Motorola Solutions technology-specific training content organized in a Hub. The Customer may supplement this content with additional courses created by the Customer.

Here are the actions Motorola Solutions take to support the Customer:

- Hosting LXP content in Chicago, and backing that content up regularly.
- Providing 24/7 access to Motorola Solutions’ Customer Managed Support Operations (“CMSO”). A Motorola Solutions representative will log the Customer’s support requests in Motorola Solutions’ Case Management System.
- Providing security patches, as they are developed, to maintain LXP server integrity.
- In the event of a failure, implementing disaster recovery for the system.

Motorola Solutions will perform regularly scheduled maintenance, during which the LXP will be unavailable.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Designate a LMS Administrator to work with the Customer.
- Establish an instance of the LXP for the Customer.
- Organize content to align with the Customer’s selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Perform scheduled maintenance. The LXP will alert the Customer 48 hours in advance of scheduled maintenance.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content. Section 1.8: Technical Support Incident Priority Levels and Restoration Times describes technical support priorities.
- Monitor the Learning Subscription server. Provide support for server incidents in accordance with the priority levels defined in Section 1.8: Technical Support Incident Priority Levels and Restoration Times.



LIMITATIONS AND EXCLUSIONS

The following activities are outside the scope of Motorola Solutions' responsibilities for this service:

- Creating or maintaining unique Customer BYOT Content.
- Providing updates or access to the Customer's published files and source files.
- Assisting the Customer with adapting or adjusting Customer-provided content for use as BYOT Content on the LXP.
- Motorola Solutions is not responsible for the BYOT content provided by the Customer.
- Gathering, tracking, or maintaining users' Personally Identifiable Information ("PII") data, apart from data gathered to support access to Motorola Solutions training and documentation. This data includes: name, email address, company name, company location, and phone number.
- The Customer will only receive access to transcripts and user reports provided through the user interface. Other types of data reporting will not be available to Customers.

CUSTOMER RESPONSIBILITIES

- Provide user information for initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- Complete the onboarding tutorials for LXP end users in all the roles.
- Order and maintain subscription to access Motorola Solutions' LXP.
- Contact Motorola Solutions to engage Technical Support when needed. Acknowledge that incidents will be handled in accordance with the priority definitions and times included in Section 1.8: Technical Support Incident Priority Levels and Restoration Times.
- Remove your BYOT content from the system within 60 days after the end of the term. Motorola Solutions will be archiving your BYOT content 60 days after the end of term and will not be responsible for producing Customer content after that date.



TECHNICAL SUPPORT INCIDENT PRIORITY LEVELS AND RESOLUTION TIMES

Priority	Example	Target Response Times	Resolution Times
Urgent	A widespread outage of the system. Any problem where more than 5 users are unable to complete learning modules due to widespread outages.	1 hour	4 hours
High	A situation which affects 1 to 5 users, no workaround available. For example, site outage due to technical issue within the LMS which means 1 to 5 users cannot access the learning module.	1 business day	2 business days
Normal	A situation which affects fewer than 5 people where a workaround is available. For example, site is still functioning but for fewer than 5 people and there are issues which prevent learners accessing individual progress reports.	2 business days	5 business days
Low	No effect on learners accessing the system. For example, request to add an LMS plugin such as the quiz module.	2 business days	2 weeks

YOUR CONTENT

You may upload Content to the Service in connection with Your use of the Service. The purpose is to host technology training that supports your Motorola Solutions ecosystem and not to host compliance training or competitors' training.

Motorola does not verify, endorse, or claim ownership of any Content, and You retain all right, title, and interest in and to the Content. Your Content and the Content of Participants may be stored on Motorola's servers at Your request, as necessary for Motorola to provide the Service. You are solely responsible for making and keeping backup copies of Content. Motorola shall use commercially reasonable efforts to block the uploading of Content to the Service that contains viruses detected by using industry standard virus detection software. Except as provided herein, Motorola has no responsibility or liability for the deletion or accuracy of Content, the failure to store, transmit or receive transmission of Content (whether or not processed by the Service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the Service. Certain features of the Service enable you to specify the level at which such Service restricts access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content.

YOUR REPRESENTATIONS AND WARRANTIES REGARDING CONTENT

You represent and warrant that (a) You are the owner, licensor, or authorized user of all Content; and (b) You or your authorized user will not upload, record, publish, post, link to, or otherwise transmit or distribute Content that: (i) advocates, promotes, incites, instructs, assists or otherwise encourages violence or any illegal activities; (ii) infringes or violates the copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property rights of any third party or Motorola, or any rights of publicity or privacy of any party; (iii) attempts to mislead others about Your identity or the origin of a message or other communication, or impersonates or



otherwise misrepresents Your affiliation with any other person or entity, or is otherwise materially false, misleading, or inaccurate; (iv) promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, hateful, obscene, indecent, vulgar, pornographic or otherwise objectionable or unlawful content or activity; (v) is harmful to minors; (vi) contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, Information, or property of another; or (vii) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising).

MOTOROLA ACCESS TO CONTENT

You acknowledge that the Service is automated (e.g., Content is uploaded using software tools) and that Motorola personnel will not access, view, or listen to any Content, except as reasonably necessary to perform the Service, including but not limited to the following: (a) respond to support requests; (b) detect, prevent, or otherwise address fraud, security, or technical issues; (c) as deemed necessary or advisable by Motorola in good faith to conform to legal requirements or comply with legal process; or (d) enforce this Agreement, including investigation of potential violations hereof, as further described in Section 3.4 (Investigations).

WIND DOWN OF SUBSCRIPTION SOFTWARE

In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Learning Subscription or Service to customers.

MODIFICATIONS

In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Learning Subscription, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Learning Subscription may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Learning Subscription may be subject to additional Fees.





CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance granting the request for prerequisite municipal approval of a private club application for 116 East Broad Street, Eagles Full House. (Westmoreland) (ADMIN) City Manager Tyler Richards

AGENDA DATE: October 21, 2024

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: City Clerk

PREPARED BY: Heather Soyars, City Clerk

REQUEST: Prerequisite municipal approval to continue the application process through the State.

EMERGENCY CLAUSE: N/A

SUMMARY: Nathan Ryan Westmoreland is requesting prerequisite municipal approval to continue the application process through the State. Pursuant to ACT 112 of 2017, all new private club applications must be submitted with an ordinance from the governing body of the county or municipality in which the private club wishes to be located, approving the application.

EXPENSE REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**RECOMMENDED
ACTION:** N/A

EXHIBITS: Ordinance and application

ORDINANCE NO. _____

AN ORDINANCE GRANTING THE REQUEST FOR PREREQUISITE MUNICIPAL APPROVAL OF A PRIVATE CLUB APPLICATION BY NATHAN WESTMORELAND, AS APPLICANT, ON BEHALF OF EAGLES FULL HOUSE; AND FOR OTHER PURPOSES

WHEREAS, pursuant to the provisions of Ark. Code Ann. §3-9-222 and Rules and Regulations adopted by the Arkansas Alcoholic Beverage Control Division (the “ABC”) in accordance therewith requiring prior municipal approval by ordinance as a prerequisite to submittal of certain applications to the ABC or its Director relating to private clubs, request has been made that this Board of Directors of the City of Texarkana, Arkansas, approve the application of Nathan Westmoreland as applicant for Eagles Full House, at 116 East Broad Street, Texarkana, Arkansas 71854;

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the City of Texarkana, Arkansas, that:

Section 1. The request of Nathan Westmoreland on behalf of Eagles Full House, for prerequisite municipal approval of an application for a private club at 116 East Broad Street, Texarkana, Arkansas 71854, as required by Ark. Code Ann. §3-9-222 and the Rules and Regulations of the ABC is hereby granted.

Section 2. Nothing contained herein shall be deemed to be a municipal endorsement of any business operation, nor a waiver of the application of any City ordinance or other local, state or federal law, rule or regulation, now or hereafter adopted.

PASSED AND APPROVED this 21st day of October, 2024.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the Airport to enter into a contract with McClelland Engineering for the Primary Runway 500' Extension Design Part A. (AIRPORT) Executive Director Paul Mehrlich

AGENDA DATE: October 21, 2024

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Airport

PREPARED BY: Paul Mehrlich

REQUEST: Texarkana Regional Airport is extending the primary runway 4-22 by 500'. The design and related surveys for this project are being done by McClelland Engineering for \$480,376.97. This is being paid for by an Airport Improvement Plan Grant in the amount of 90%. The remaining 10% will be matched by Arkansas Division of Aeronautics. There will be no local match for these funds.

EMERGENCY CLAUSE: N/A

SUMMARY: Airport 500' Extension Design Part A – WO#14

EXPENSE REQUIRED:

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**RECOMMENDED
ACTION:**

EXHIBITS: Resolution, Work Order, and Airport Authority Resolution

RESOLUTION NO. _____

WHEREAS, the Texarkana Regional Airport is asking for authorization to enter into an agreement with McClelland Consulting Engineers, Inc., for design and survey services for the Primary Runway Extension Design Part A; and

WHEREAS, the total cost will be \$480,376.97 with 90% being paid for by an Airport Improvement Plan Grant and the remaining 10% will be covered by the Arkansas Division of Aeronautics;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas that the Texarkana Regional Airport is authorized to enter into an agreement with McClelland Consulting Engineers, Inc., for engineering and survey services for the Primary Runway Extension Design Part A in an amount not to exceed \$480,376.97.

PASSED AND APPROVED this 21st day of October, 2024.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney

**TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 032724B
A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR SIGN WORK
ORDER 14 WITH MCCLELLAND ENGINEERING FOR RUNWAY EXTENSION
DESIGN**

WHEREAS, the Texarkana Regional Airport Authority was formed under Arkansas Code § 14-361-101 to be jointly owned by the cities of Texarkana AR and Texarkana TX; and

WHEREAS, the Airport Authority is entrusted with the power to plan, develop, construct and improve the airport; and

WHEREAS, the Airport received \$8,100,000 as a community funded project from Congressman Westerman to extend runway 4-22 by 500'; and,

WHEREAS, before construction can begin the surfaces will need to be designed and reviewed by the Federal Aviation Administration; and,

WHEREAS, McClelland Engineering is the contracted on-call engineer for the Texarkana Regional Airport; and,

WHEREAS, McClalland Engineering has provided a work order in the amount of \$480,376.97;

NOW, THEREFORE, BE IT RESOLVED BY THE TEXARKANA AIRPORT AUTHORITY THAT:

SECTION 1. Mr. Ferdinand Mehrlich, Airport Executive Director, is authorized to sign work order 14 for runway extension design.

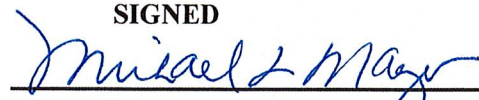
Adopted this 28th day of March, 2024

ATTEST



Ferdinand P Mehrlich III, Director

SIGNED



Airport Authority Chair



WORK ORDER NO. 14
ENGINEERING SERVICES
FOR
RUNWAY 4 500' EXTENSION – DESIGN ONLY
TEXARKANA REGIONAL AIRPORT (TXK)
TEXARKANA, ARKANSAS

This Work Order amends Articles 1, 2, and 5 of the Basic Agreement executed the 25th day of August 2021, between McClelland Consulting Engineers, Inc., hereinafter referred to as the ENGINEER or MCE and the Texarkana Regional Airport Authority, hereinafter referred to as the AUTHORITY.

ARTICLE 1

The AUTHORITY intends to construct a 500-foot extension off the end of Runway 4 at the Texarkana Regional Airport. McClelland Consulting Engineers, Inc. is pleased to provide this proposal for engineering and design services associated with the Runway Extension project. The scope of this proposal is to create and provide the construction drawings for the civil/site aspects of the project including site layouts, pavement design, site grading, lighting, and signage. MCE will provide engineering design services with the execution of this contract.

The ENGINEER will complete the following summary of engineering services under Work Order No. 14. Subsequent Work Orders will be developed as other needs arise. Engineering Services During Construction for future construction phases will be developed under another work order.

SECTION 1 – SCOPE OF SERVICES

Project Development

- The ENGINEER will meet with the Owner to discuss the project design criteria, budget, and schedule.
- The ENGINEER will hold meetings with the Airport staff, Commission members, Federal Aviation Administration (FAA), and local officials as the need arises. The ENGINEER will also prepare any presentational material needed for these types of meetings.
- The ENGINEER will compile existing data that was prepared for previous projects at the Airport that pertain to the proposed project and are useful to the design. The existing data includes airport master plan, airport property map, engineering drawings, topographic surveys, and aerial photogrammetry data.

Preliminary Engineering

- The ENGINEER will prepare a preliminary estimate of probable construction costs and schematic design for each element of the project for the FAA to program the project. MCE will also prepare and provide a preliminary engineer's report as required by the FAA.
- MCE's key design staff will meet with the AUTHORITY and airport staff to review the preliminary plans, specifications and engineering report.
- The ENGINEER will prepare an overall CSPP per AC 150/5370-2G in order to maximize project constructability and minimize the impact to airport operations. MCE will coordinate with the AUTHORITY, FAA, and selected users of the airport to gain input for this plan. The CSPP will be in accordance with FAA AC 150/5370-2G. The CSPP will be submitted to the Obstruction Evaluation and Airport Airspace Analysis website after preliminary review from the FAA.
- The ENGINEER will make four (4) site visits during the preliminary design phase. This will be done to document existing conditions.

Topographic Survey

- MCE will conduct the necessary topographic survey required for the design of the runway extension project and note the location of any known, local and FAA-owned utilities. The survey crew will coordinate the work with the Owner including all safety requirements.
- The topographic survey will include the entire Runway 4-22 and corresponding Runway Safety Area (RSA) and all existing above ground features (i.e. runway edge lights).

Geotechnical Investigation

- The ENGINEER will provide a geotechnical investigation and report for the access road design project. The report will outline detailed information regarding subsurface conditions and recommendations for foundation design and site development for the project.
- The ENGINEER will perform a laboratory analysis on the recovered samples to determine the engineering properties of the project soil strata. Laboratory testing will be conducted in accordance with the American Society for Testing and Materials (ASTM) designations.
- Upon completion of the geotechnical exploration and laboratory analysis, the ENGINEER will develop a written geotechnical report and distribute to all parties involved.

Environmental Coordination

- Environmental Coordination – MCE will conduct an environmental review and coordinate with the OWNER and FAA to assure that all environmental requirements are met for the project. MCE will prepare a CATEX Evaluation to support FAA environmental determination for a categorical exclusion for the projects.
- Noise Study – MCE and its sub-consultants will conduct a noise study using the FAA Aviation Environmental Design Tool (AEDT). Using the program, MCE will develop noise exposure contours to illustrate noise conditions for the proposed 4-22 runway extension. Proposed Action and No Action exhibits will be prepared depicting the noise exposure contours overlain on available aerial imagery. The exhibits will be suitable for inclusion in the NEPA documentation. A summary of the noise analysis methodology, inputs, and results will also be prepared and delivered in PDF format. Text responding to the questions posed in FAA's SOP 5.1 Documented Categorical Exclusions.

Runway Safety Area (RSA) Evaluation and Report

- MCE will review the Topographic Survey of the Runway 4-22 RSA as completed in the Topographic Survey task.
- MCE will review all objects located inside the RSA and provide a complete RSA evaluation and report on the findings in accordance with FAA Standard Operating Procedure (SOP) 8 – RSA Determination. All areas that are in compliance and any deficiencies will be reported to the FAA using Appendix B in SOP 8.

Grant Preparation & Administration

- The Engineer will assist the Owner in preparing for submission to the FAA the necessary grant application for funding of this project. The Engineer will also assist the Owner with the administration of the grant (i.e. monthly progress updates, yearly DBE reporting, Grant close-out, grant certifications and etc.). Once this project is closed out by the FAA, the Engineer will assist the Owner in preparing a grant application to ADA. The Engineer will attend the ADA meeting when this application is to be reviewed for approval.

- Prepare and submit grant application (SF-424 and FAA form 5100-100 Part II, Sections A, B, & C, Part III, Sections A, B, C, D, E, & Part IV narrative) - AIP sponsor certifications.
- The ENGINEER will prepare monthly Request for Reimbursements (RFRs) for the Owner to submit to the DELPHI website.
- Update Exhibit "A" – Airport Property Map as required for the FAA grant application.
- Prepare FAA final Closeout Documentation report, including AIP Distribution of Funds Spreadsheet, FAA Form 271, and FAA Form 425 for the Owner to submit to FAA.

Engineering Design Documents

MCE shall prepare and submit construction drawings, reports, and applications to the AUTHORITY, FAA, and the City of Texarkana as required as part of the In-House Large-Scale Development process required to obtain Planning and Engineering Department approvals. City staff review comments will be addressed at each interval of the City's review process.

- Construction drawing set to include but not limited to:
 - Cover sheet
 - Site Plan
 - Demolition Plan
 - Grading and Drainage Plan
 - Erosion Control Plan
 - Runway Plan & Profile
 - Cross Sections
 - Electrical and Lighting Plan
 - Landscape Plan
 - Signage Plan
 - Applicable Detail Sheets
- Pavement Section Alternatives – MCE will develop at least 2 pavement sections with opinions of the advantages and disadvantages of both. Using these alternatives MCE will look at life cycle cost analysis to determine the safest and economical pavement design. The final pavement section will be based on review with the AUTHORITY of the data presented.
- Modeling of Aircraft Turning/Radii Movement – Using advanced modeling software MCE will evaluate the turning radii of various aircraft.
- Pavement Geometry – Using current industry design criteria and FAA Advisory Circulars, MCE will design the pavement geometry (i.e., widths, fillets and etc.).
- Develop QC Plan – MCE will develop a schedule of milestone activities for this project. Along with these milestones, MCE will develop goals and team member assignments. At a minimum, weekly design team meetings will be held and minutes kept throughout the design of the project. Completed tasks will be reviewed and new task assigned. A complete QC review of the plans will be conducted at 3 intervals during the design period.
- Drainage Calculations – MCE will determine the amount and rate of run-off of drainage from the proposed improvements. These calculations will be used for sizing of culverts and be used on storm water control structures. Only those features that affect the terminal access road will be designed at this time.
- Signage – The MCE Design Team will determine the appropriate signage as per FAA Advisory Circulars for Runways.
- 90% Plan and Specification Submittal - MCE will prepare and submit to the Owner and FAA the Design Engineer's Report, design drawings, and specifications for review and comment.

- Final Site Visits – MCE design staff will make 2 site visits during the final design phase. This will be done to review the preliminary plans in the field (Plan in Hand).
- Final Plans and Specifications – Using all data previously mentioned and FAA’s comments MCE’s design team will assemble a final design of the project. This design will be based on FAA AC design guidelines along with sound engineering practices for this type of project. Specifications will be developed using the current FAA AC as they pertain to construction for airports (AC 150/5370-10).
- Final Construction Quantities and Estimated Costs – MCE will prepare a list of construction work items and their associated quantities. Using these items, a detailed estimate of costs will be developed.
- Final Plan & Engineers Report Submittal – MCE will incorporate comments and revisions received from the AUTHORITY into a final design documents.

Not Included are:

- Off-site drainage improvements
- Bidding Services
- Services during construction
- Construction materials testing
- Utility relocation (i.e. water, sewer, gas, electric, and etc.)
- COE and/or FEMA permitting or studies
- Environmental Assessments

See Appendix “A” for complete detailed man-hour fee spreadsheet.

See Appendix “B” for Project Sketch.

ARTICLE 2

The ENGINEER will be compensated as follows for services provided in ARTICLE 1:

SECTION 2 - PAYMENT

The ENGINEER will be compensated for service based on a Lump Sum fee payable as the work progresses. The following is a listing of work description and associated fees:

Project Development	\$29,025.84
Preliminary Engineering	\$45,462.45
Topographic Survey	\$26,994.82
Geotechnical Investigation	\$35,118.46
Environmental Coordination	\$9,779.18
Runway Safety Area (RSA) Evaluation and Report	\$12,072.76
Grant Preparation & Administration	\$22,521.18
Engineering Design Documents	\$299,402.28
TOTAL FEE	\$480,376.97

Reimbursable Costs

There will not be a separate charge for reimbursable expense. Those expenses will be included in the Lump Sum fee as described above.

Note: Additional work scopes will be developed under separate work orders as necessary.

ARTICLE 5

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

FOR TEXARKANA REGIONAL AIRPORT AUTHORITY

By: _____
Ferdinand Paul Mehrlich III, C.M. ACE
Executive Director of Aviation

Dated the ____ day of _____, 2024

Attest: _____

FOR McCLELLAND CONSULTING ENGINEERS, INC.

By: _____
James M. (Mitch) Rose, Exec. Vice Pres./Tres.

Dated the ____ day of _____, 2024

Attest: _____
Matthew Vinyard, P.E., Project Manager

Appendix A

Texarkana Regional Airport
Runway 4 - 500' Extension
March, 2024



Project Development	\$29,025.84
Preliminary Engineering	\$45,462.45
Topographic Survey	\$26,994.82
Geotechnical Investigation	\$35,118.46
Environmental Coordination	\$9,779.18
Runway Safety Area (RSA) Evaluation and Report	\$12,072.76
Grant Preparation & Administration	\$22,521.18
Engineering Design Documents	\$299,402.28

Total Professional Fees \$480,376.97

Texarkana Regional Airport
 Runway 4 - 500' Extension
 Preliminary Engineering



Tasks	Principal - III	Project Manager -VI	Project Manager - III	Project Designer - VI	Project Designer - III	Draftsman - III	Specification Writer - II	Project Accountant - IV	Project Accountant - II
	\$70.77 hr	\$52.16 hr	\$38.58 hr	\$30.28 hr	\$28.37 hr	\$28.37 hr	\$25.88 hr	\$25.88 hr	\$25.88 hr
MCE internal project set-up		1				1	6	6	
Kick-off mtg w/ Owner	9	9	9	9		4		2	
Preliminary FAA Meetings	18	18	18	18					
Prepare Draft Project Options	6	6	6	10		20			
Prepare cost estimates of projects	2	4	4	20		4			
Hour Subtotal	35	38	37	57	0	29	6	8	0
Salary Costs	\$2,476.95	\$1,982.08	\$1,427.46	\$1,725.96	\$0.00	\$822.73	\$155.28	\$207.04	\$0.00

SUBTOTAL SALARIES \$8,797.50

Labor and General Administrative Overhead \$15,802.07

Direct Non-Labor Expenses

Document Printing, Reproductions \$150.00
 Supplies \$200.00
 Postage, Freight
 Travel Costs 2 trips @ 274 miles (rd trip) x \$0.705 \$386.34

SUBTOTAL - Direct Non-Labor Expenses \$736.34

Subtotal \$25,335.91

Subconsultants
 WDD

SUBTOTAL \$0.00

Profit (15%) \$3,689.94

TOTAL FEE **\$29,025.84**

Tasks	Principal - III	Project Manager -VI	Project Manager - III	Project Designer - VI	Project Designer - III	Draftsman - III	Specification Writer - II	Project Accountant - IV	Project Accountant - II
	\$70.77	\$52.16	\$38.58	\$30.28	\$28.37	\$28.37	\$25.88	\$25.88	\$25.88
	hr	hr	hr	hr	hr	hr	hr	hr	hr
Coordination w/FAA	2	6	6	6					
Coordination w/ Architect for Terminal/Loop Road tie-in									
TXK Site Visit (4)	12	48	24	24	12				
Attend Commission Meeting (0)									
Weekly Internal Aviation Dept. Mtg.'s	6	6	6	6					
Pavement Section Alternatives		2	2	12					
Draft Pavement Design					6	6			
Preliminary Layouts		2	2	2	6	6			
Modeling of Aircraft Turning Radi/Movement				6	6	6			
Line of Sight Study		3	3	3					
Review of Layouts with Owner	2	2	2	2					
Develop QC Plan		6	6						
Draft Drainage Calculations		2	2	6	6	2			
Draft Construction Safety & Phasing Plan				4	4	4			
Review Construction Safety & Phasing Plan w/ Owner	2	2	2						
Review of Geotech Report				3	2				
Airspace (eFile)				2	2				
Draft SWPPP				2	6				
DBE Goals				2					
Develop DBE Plan				2					
Preliminary Engineer's Report		2	2	6					
Preliminary Construction Quantities				6					
Preliminary Construction Cost Estimates		2	2	6					
Preliminary QC review (Engrs.'s Report and Plans)	2	2	2	2					
Preliminary Plan Review w/ Owner	2	2	2						
Reproduction for Submittal Review									
Hour Subtotal	28	87	63	102	50	24	0	0	0

Salary Costs	\$1,981.56	\$4,537.92	\$2,430.54	\$3,088.56	\$1,418.50	\$680.88	\$0.00	\$0.00	\$0.00
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SUBTOTAL SALARIES \$14,137.96

Labor and General Administrative Overhead \$25,394.60

Direct Non-Labor Expenses

- Document Printing, Reproductions
- Supplies
- Postage, Freight
- Travel Costs 2 trips @ 274 miles (rd trip) x \$0.575

SUBTOTAL - Direct Non-Labor Expenses \$0.00

Subtotal \$39,532.56

Subconsultants

WDD

SUBTOTAL \$0.00

Profit (15%) \$5,929.88

TOTAL FEE **\$45,462.45**

Tasks	Principal - III	Project Manager - VI	Project Manager - III	Project Designer - VI	Draftsman - III	Registered Land Surveyor - III	Survey Crew 2 Man	Survey Tech - III
	\$70.77 hr	\$52.16 hr	\$38.58 hr	\$30.28 hr	\$28.37 hr	\$41.12 hr	\$35.65 hr	\$28.37 hr
Project Development						15		
Control Points							5	5
Topographic Survey							75	75
Drafting					40	15		
Hour Subtotal	0	0	0	0	40	30	80	80
Salary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$1,134.80	\$1,233.60	\$2,852.00	\$2,269.60

SUBTOTAL SALARIES \$7,490.00

Labor and General Administrative Overhead \$13,453.54

Direct Non-Labor Expenses

Document Printing, Reproductions
 Per Diem (meal allowance) \$896.00
 Lodging \$1,500.00
 Postage, Freight
 Mileage (\$0.705/Miles for 728 miles/roundtrip) \$513.75

SUBTOTAL - Direct Non-Labor Expenses \$2,909.75

Subtotal \$23,853.29

Subconsultants

Subtotal \$0.00 \$0.00

Profit (15%) \$3,141.53

TOTAL FEE \$26,994.82

Tasks	Principal - III	Project Manager - VI	Project Manager - III	Project Designer - VI	Geotech Engineer - I	Registered Land Surveyor - III	Survey Crew 2 Man	Soils Tech - IV	Soils Tech II	Soils Tech V	Draftsman III
	\$70.77	\$52.16	\$38.58	\$30.28	\$49.85	\$41.12	\$35.65	\$18.65	\$16.35	\$21.20	\$28.38
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr
Administration and Coordination	6	8		10	10						
Coordination Mtg. w/ Owner	4	8			8						
Establish and initiate One-Call locates											
Survey layout Map				1							1
Locate Existing Airport Control				1							1
Review of Survey				2	2						
efiling (7460) for Drill Rig Height				5							
Preliminary Engineering Report				4	2						
Boring Staking and Layout					1		2				1
Boring Staking and Layout Data Analysis				6							
Boring Sample Lab Analysis				6				2	4	4	
Boring Sample Testing Assignment				2				2	2		
Boring Log Compilation				6				2	2		
Boring Log Review				6				2	2		
Geotech Drilling					2			20	20	20	
Geotech Report Writing		2		40	25			2	2	2	2
Geotech Report Review				10	10						
Boring Layout				1	1						1
Bulk Sampling for CBR				5				5	5	12	
Hour Subtotal	10	18	0	105	61	0	2	35	37	38	6
Salary Costs	\$707.70	\$938.88	\$0.00	\$3,179.40	\$3,040.85	\$0.00	\$71.30	\$652.75	\$604.95	\$805.60	\$170.28

SUBTOTAL SALARIES

\$10,171.71

Labor and General Administrative Overhead

\$18,270.43

Direct Non-Labor Expenses

	# of Units	Price/Unit	Unit	Total
Document Printing, Reproductions				\$0.00
Supplies				\$0.00
Postage, Freight				\$0.00
Support Vehicle Travel Costs			Per Mile	\$0.00
Per Diem (3 men @ \$100 per night per man)			Per Night	\$0.00
Drill Rig/Service Truck				
Mobilization/Demobilization	1	\$1,500.00	Lump Sum	\$1,500.00
Boring Setup	4	\$50.00	Each	\$200.00
Soil Drilling (Auger)	4	\$50.00	Per Foot	\$200.00
Moisture Content	3	\$20.00	Per Test	\$60.00
Liquid & Plastic Limits	3	\$20.00	Per Test	\$60.00
Gradation Analysis of Soils	3	\$20.00	Per Test	\$60.00
Unconfined Compression (Soil)	3	\$20.00	Per Test	\$60.00
Unit Weight (Soil)	3	\$20.00	Per Test	\$60.00
Modified Proctor Test	3	\$20.00	Per Test	\$60.00
California Bearing Ratio	1	\$150.00	Per Test	\$150.00
Robotic Total Station			Per Hour	\$0.00
GPS Survey Equipment			Per Hour	\$0.00
Transport Drill Rig (both ways)			Per Hour	\$0.00
Backhoe Rental			Per Hour	\$0.00

SUBTOTAL - Direct Non-Labor Expenses

\$2,410.00

Subtotal

\$30,852.14

Subconsultants

Subtotal

\$0.00

\$0.00

Profit (15%)

\$4,266.32

TOTAL FEE

\$35,118.46

Tasks	Principal - III	Project Manager - VI	Project Manager - III	Project Designer - VI	Geotech Engineer - I	Registered Land Surveyor - III	Survey Crew 2 Man	Survey Tech - III
	\$70.77 hr	\$52.16 hr	\$38.58 hr	\$30.28 hr	\$49.85 hr	\$41.12 hr	\$35.65 hr	\$28.37 hr
Conduct environmental review of project area	2	2						
Prepare CATEX Checklist to submit to FAA		2	2	6				
Coordinate potential environmental impacts with all applicable agencies		2	2	6		2		
Conduct Noise Study using AEDT Software		4	6	10				
Prepare Noise Exposure Contours for existing		2	2	6				
Prepare Noise Exposure Contours for proposed		2	4	6				
Provide Noise Study Analysis to submit to FAA		2	4	6				
Hour Subtotal	2	16	20	40	0	2	0	0
Salary Costs	\$141.54	\$834.56	\$771.60	\$1,211.20	\$0.00	\$82.24	\$0.00	\$0.00

SUBTOTAL SALARIES \$3,041.14

Labor and General Administrative Overhead \$5,462.50

Direct Non-Labor Expenses

- Document Printing, Reproductions
- Supplies
- Postage, Freight

SUBTOTAL - Direct Non-Labor Expenses \$0.00

Subtotal \$8,503.64

Subconsultants

- Terracon

Subtotal \$0.00

Profit (15%) \$1,275.55

TOTAL FEE **\$9,779.18**



Tasks	Principal - III	Project Manager - VI	Project Manager - III	Project Designer - VI	Draftsman - III	Registered Land Surveyor - III	Survey Crew 2 Man	Survey Tech - III
	\$70.77 hr	\$52.16 hr	\$38.58 hr	\$30.28 hr	\$28.37 hr	\$41.12 hr	\$35.65 hr	\$28.37 hr
Review Topographic survey of entire Runway Safety Area (RSA)		2	4	6				
Evaluate RSA to see if it meets current FAA Standards		2	4	12	12			
Prepare RSA Evaluation to summarize all findings		2	10	24	40			
Hour Subtotal	0	6	18	42	52	0	0	0
Salary Costs	\$0.00	\$312.96	\$694.44	\$1,271.76	\$1,475.24	\$0.00	\$0.00	\$0.00

SUBTOTAL SALARIES \$3,754.40

Labor and General Administrative Overhead \$6,743.65

Direct Non-Labor Expenses

- Document Printing, Reproductions
- Supplies
- Postage, Freight

SUBTOTAL - Direct Non-Labor Expenses \$0.00

Subtotal \$10,498.05

Profit (15%) \$1,574.71

TOTAL FEE **\$12,072.76**

Texarkana Regional Airport
 Runway 4 - 500' Extension
 Grant Preparation & Administration



Tasks	Principal - III	Project Manager - VI	Project Manager - III	Project Designer - III	Project Accountant - II
	\$70.77	\$52.16	\$38.58	\$30.28	\$28.37
	hr	hr	hr	hr	hr
Complete FAA Grant Applications (2)	2	6		10	
Review Grant Applications w/ Owner	2	4	2	2	
Grant Submittal to FAA		2		2	
Prepare Monthly Invoices (12)		18			22
Monthly Drawdowns (RFR) (12)		12		18	
Monthly progress updates to FAA (12)		12		12	
Grant close-out Report		4	2	12	
Prepare Final Financial Documents - SF 271, SF 425 & Distribution of Funds Spreadsheet		4		12	
Prepare ADA grant Applications		2	2	10	
Attend ADA Meeting for Grant Application Review		2		2	
Hour Subtotal	4	66	6	80	22

Salary Costs	\$283.08	\$3,442.56	\$231.48	\$2,422.40	\$624.14
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SUBTOTAL SALARIES \$7,003.66

Labor and General Administrative Overhead \$12,579.97

Direct Non-Labor Expenses

Document Printing, Reproductions

Supplies

Postage, Freight

SUBTOTAL - Direct Non-Labor Expenses \$0.00 \$0.00

Subtotal \$19,583.63

Profit (15%) \$2,937.55

TOTAL FEE **\$22,521.18**

Tasks	ENGINEERING						
	Principal - III	Project Manager -VI	Project Manager - III	Project Designer - VI	Project Designer - III	Draftsman - III	Specification Writer - II
	\$70.77	\$52.16	\$38.58	\$30.28	\$28.37	\$28.37	\$25.88
	hr	hr	hr	hr	hr	hr	hr
Coordination w/ Owner	10	20		20			
Coordination w/FAA	6	6		12			
Review of Existing Site Conditions		4		4			
Coordination of Environmental CATEX w/ FAA		3		4			
TXK Site Visit (4)	48	48	48	48			
Coordination with FAA Owned Utility		22	22	22			
Weekly Internal Aviation Dept. Mtg.'s	36	36	36	36		36	12
Pavement Section Alternatives	1	6	10	12			
Final Pavement Design	1	2	2	10			
Finalize Layouts & Alignments	1	2	12	18		22	
Finalize Modeling of Aircraft Turning Radii/Movement		2	2	10		20	
Finalize Line of site study		2	2	10			
Review of Layouts with Owner	6	6	6	8			
Final Drainage Calculations	2	2	2	20		12	
Final Construction Safety & Phasing Plan	2	2	2	10		5	
Review Construction Safety & Phasing Plan w/ Owner	2	6	6	6			
Review of Geotech Report			2	2			1
Airspace (eFile)				6		4	
Final SWPPP plan		2	2	4			
Update DBE Goals based on Final Design		2	2	6			
Update DBE Plan based on final design		2	2	6			
Finalize Engineer's Report	2	6	10	20		6	
Finalize Construction Quantities	2	4	12	12		2	
Finalize Construction Cost Estimates	2	4	12	12			
Final QC review (Engrs.'s Report and Plans)	10	12	20	20		2	
Final Plan Review w/ Owner	9	9	9	10		2	
Reproduction for Submittal Review		2	2	22		2	22
PRELIMINARY PLANS & SPECS.							
Cover Sheet (1)			1	1		2	
Index Sheet (1)			1	1		2	
Construction Phasing (1)	2	2	6	20		22	
Construction Safety (1)	2	2	10	20		20	
General Notes (2)			1	2		2	
Survey Control (3)			1	1		2	
Topographic Survey (4)			1	3		6	
Limits of Construction (2)			1	6		6	
Erosion Control Plan & Details (2)			1	10		10	
Demolition Plan (2)			2	12		18	
Site Layout (2)	2	2	6	20		20	
Pavement Geomerty (3)		2	2	20		50	
Pavement Section & Details (1)	2		2	10		12	
Drainage Plan (4)	2	2	6	30		30	
Drainage Plan & Profiles (4)	2	2	6	20		30	
Drainage Details (3)			2	12		12	
Temporary Security Fencing Plan & Details (3)				6		6	
Runway Plan & Profile (6)	6	10	20	40		40	
Runway Grading (5)	2	6	6	25		30	
Runway Cross Sections (10)	6	6	12	40		40	
Pavement Markings Layout (3)	2		2	20		30	
Pavement Marking Details (1)			2	10		12	
Electrical Layout (10)	10	10	22	70		80	
Electrical Duct Bank & Details (2)			1	6		6	
Review of Electrical Design	6	10	12	20		6	
Miscellaneous Details (3)			2	10		12	
Construction Contract Documents	6	10	12	26			80
Technical Specifications	6	10	12	40			80
Hour Subtotal	196	286	375	871	0	619	195

Salary Costs	\$13,870.92	\$14,917.76	\$14,467.50	\$26,373.88	\$0.00	\$17,561.03	\$5,046.60
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SUBTOTAL SALARIES \$92,237.69

Labor and General Administrative Overhead \$165,677.34

SUBTOTAL TOTAL SALARIES + OVERHEAD \$257,915.03

Direct Non-Labor Expenses							
Document Printing, Reproductions				\$300.00			
Supplies							
Postage, Freight							
Travel Costs 10 trips @ 274 miles (rd trip)				\$2,500.00			
SUBTOTAL - Direct Non-Labor Expenses				\$2,800.00			\$2,800.00

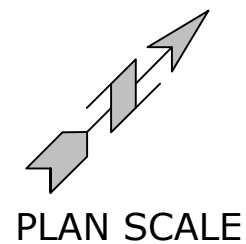
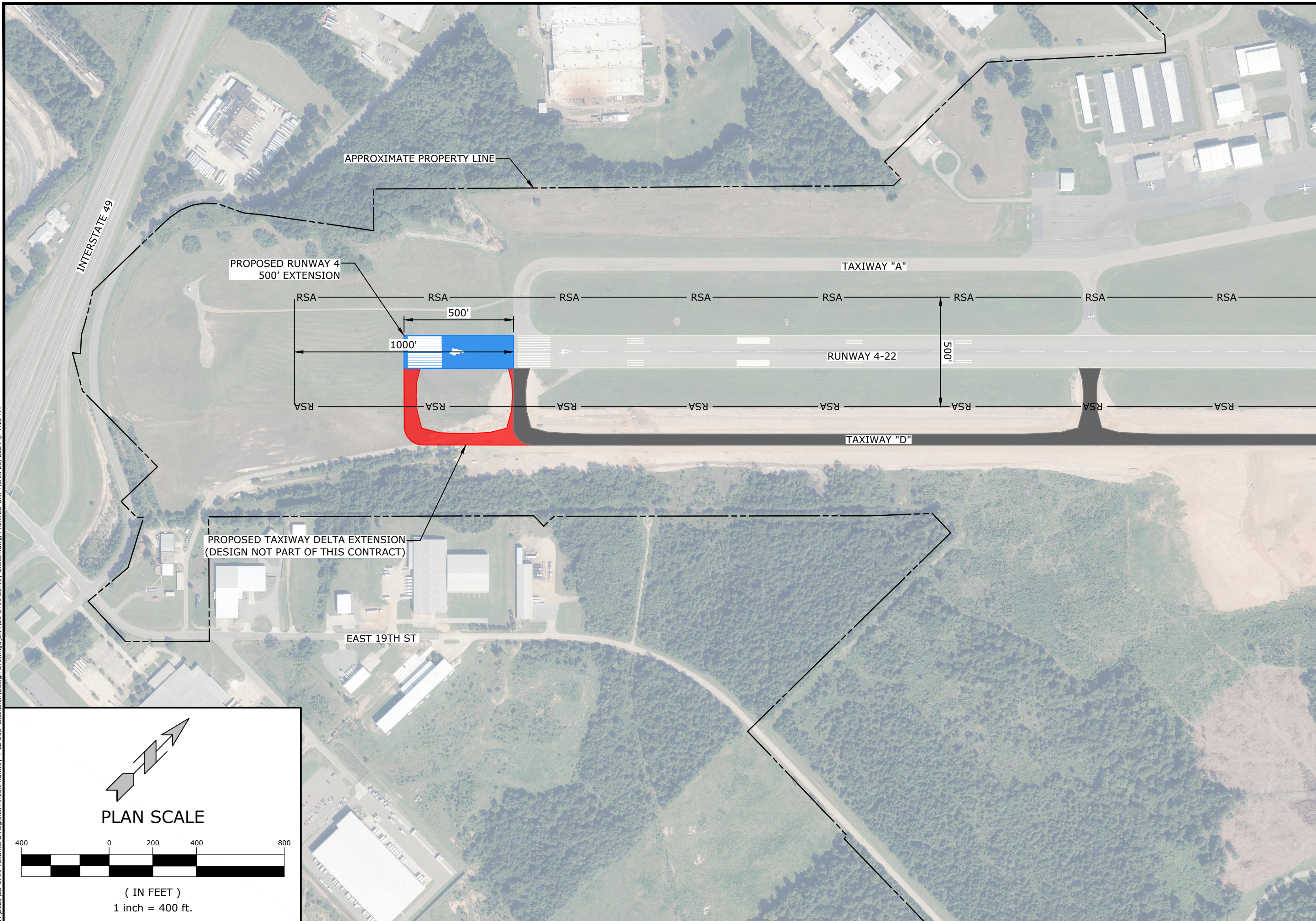
Subtotal \$260,715.03

Profit (15%) \$38,687.25

TOTAL FEE (MCE) **\$299,402.28**

Appendix B

W:\2023\23-5799 Texarkana Regional Airport Runway 4-22 500' Extension\Design Drawings\Civil\23-5799 Survey Sketch.dwg, PRINTED ON: March 25, 2024 @ 4:15 PM



PLAN SCALE



(IN FEET)
1 inch = 400 ft.

MCE McClelland Consulting, Inc.
PREPARED TO SERVE ENGINEERS, INC.
 7302 KANIS ROAD
 LITTLE ROCK, ARKANSAS 72204
 (501) 371-0272
 HTTP://WWW.MCE.US.COM

TEXARKANA REGIONAL AIRPORT (TXK)
 EXTEND RUNWAY 4
 TEXARKANA, ARKANSAS



REV	DATE	DESCRIPTION

WORK ORDER #14

DESIGNED BY: BLC	DRAWN BY: JME
DATE: MARCH, 2024	REVISION:
SCALE: 1" = 400'	JOB NUMBER: 23-5799
1	



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the Airport to enter into a contract with McClelland Engineering for the Primary Runway 500' Extension Design Part B. (AIRPORT) Executive Director Paul Mehrlich

AGENDA DATE: October 21, 2024

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Airport

PREPARED BY: Paul Mehrlich

REQUEST: Texarkana Regional Airport is extending the primary runway 4-22 by 500'. The design and related surveys for this project are being done by McClelland Engineering for \$80,050. This is being paid for by an Airport Improvement Plan Grant in the amount of 90%. The remaining 10% will be matched by Arkansas Division of Aeronautics. There will be no local match for these funds.

EMERGENCY CLAUSE: N/A

SUMMARY: Airport 500' Extension Design Part B – Work Order 17

EXPENSE REQUIRED:

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**RECOMMENDED
ACTION:**

EXHIBITS: Resolution, Work Order, and Airport Authority Resolution

WORK ORDER NO. 17
ENGINEERING AND SURVEY SERVICES
FOR THE
RUNWAY 4 500' EXTENSION DESIGN
FAA REQUIRED OBSTRUCTION SURVEY
TEXARKANA REGIONAL AIRPORT (TXK)
TEXARKANA, ARKANSAS

This Work Order amends Articles 1, 2, and 5 of the Basic Agreement executed the 25th day of August, 2021, between **McClelland Consulting Engineers, Inc.**, hereinafter referred to as the ENGINEER or MCE and the **Texarkana Regional Airport Authority**, hereinafter referred to as AUTHORITY.

ARTICLE 1

The AUTHORITY intends to improve the Texarkana Regional Airport by performing an obstruction survey as required by the FAA for the design of the Runway 4 500' Extension. The AUTHORITY has requested the ENGINEER to assist in the project development, obstruction survey, and report writing and project deliverables to accomplish this project.

The ENGINEER will complete the following summary of engineering services under Work Order No. 17. Subsequent Work Orders will be developed as other needs arise.

SECTION 1 - SCOPE OF SERVICES

Task No. 1 – Obstruction Survey

The ENGINEER with the help of its sub-consultant, Martinez Geospatial, will provide an obstruction survey to fulfill the FAA-AGIS data collection requirements for runway construction projects requiring advance submittal of safety-critical data. The work completed shall be in accordance with AC-150/5300-16B, 17C, and 18B. The following tasks will be completed to provide a complete obstruction survey:

- Survey Preparations – A meeting will be set up with the ENGINEER, its sub-consultants, and the AUTHORITY to establish safety, communication, airside restrictions, and future airfield construction activity considerations. Safety of the Airport and its users will be the number one priority of this project.
- Planning Preparations – Research will be performed on all available aeronautical websites, including but not limited to AVN, AirNAV and NASR, to review any safety critical data listed on the FCC and OEAAA websites. The survey will be scheduled and coordinated with the airport director and appropriated facility staff at this time.
- Geodetic Control Survey – Field reconnaissance will be used to recover any existing control data in the immediate vicinity of the airport. Primary and/or Secondary Control Stations (PACS/SACS) will be inventoried and used as Temporary Survey Marks (TSMs).
- Photogrammetric Control Survey – All ground control will be used for determining and controlling the aero-triangulation solution. This control will be used to build a flight layout based on the specifications outlined in the project requirements.
- Runway Surveys – An RTK GPS survey will be used to measure runways 04/22 centerline profile and outline the edge of the runway. The runway survey will be performed in accordance with FAA Advisory Circular 150/5300-18B (AC-18B). This data, in conjunction with the 500' extension design data, will be used to determine the runway lengths and make any adjustments to the published lengths as necessary.
- Navigations Aids (NAVAIDS) Inventory – The ENGINEER will identify and survey all electronic and visual NAVAIDS associated with the airport along with their associated runway abeam points as required in AC-18B. This will also include inventory of any proposed NAVAIDS during design.

- Aerial Imagery Acquisition and Geo-referencing - The capture of aerial photography will be completed once the ground control stations are set and the tree canopies are in full bloom, providing full 'leaf-on' conditions. The imagery will be collected at 6-inch GSD resulting in a ground resolution of 10-30 cm in size.
- Obstruction Analysis – An Airport Airspace Analysis will be performed in accordance with AC 150/5300-18B. This task will be performed in order to comply with the requirements of the FAA Airports-GIS Program for projects involving the development of instrument procedures.
- Ortho Imagery - In support of the data collection efforts and government photogrammetric analysis and acceptability determination, the required deliverables as specified in AC 150/5300-17C "General Guidance and Specifications for Aeronautical Surveys: Airport Imagery Acquisition and Submission to the National Geodetic Survey" will be acquired.
- Survey Requirements – All survey tasks required in FAA Advisory Circular 150/5300-16, 17, and 18 will be collected and provided to the FAA in the final deliverable.
- MCE will research and review existing survey data and legal descriptions to establish the north and east property line to design the Runway 4 extension. The scope of services does not include a full boundary survey of airport property

Task No. 2 – Report Writing and Project Deliverables

- The National Geodetic Survey (NGS) will be provided copies of the deliverables for validation of the survey.
- The ENGINEER will submit all required deliverables to the FAA through the Airport Data Information Portal (ADIP) including:
 - Statement of Work Report
 - Aerial Imagery / Remote Sensing Plan
 - Survey & quality Control Plan
 - Aerial Photography Acquisition Report
 - Digital Ortho Imagery
 - Comprehensive FAA Airport-GIS Shapefiles
 - Non-AGIS Obstacle Data
- The ENGINEER will deliver a final imagery acquisition report for both existing and proposed projects to the NGS for acceptance. The final flight line photographs and digital copies of the image files, triangulation files, and camera/lens calibration reports will be provided to the AUTHORITY.
- The ENGINEER will update the Runway 4/22 data on the Airport Layout Plan (ALP) drawings to show the 500' runway extension and update any NAVAID locations once the project is complete.
- The ENGINEER will e-file notice of the revised Airport Layout Plan in OE/AAA.
- The ENGINEER will coordinate with the Arkansas Division of Aeronautics (ADA) to update the Airport's 5010 Master Record.

Items not included in this proposal:

Boundary Survey
Environmental Permitting or Studies

ARTICLE 2

The ENGINEER will be compensated as follows for services provided in ARTICLE 1:

SECTION 2 - PAYMENT

The ENGINEER will be compensated for service based on a Lump Sum fee NOT to exceed basis payable as the work progresses. The following is a listing of work description and associated fees:

Task No. 1 Obstruction Survey.....	\$75,500.00
Task No. 2 Report Writing and Project Deliverables	\$4,550.00
	TOTAL FEE \$80,050.00

Note: Additional work scopes will be developed under separate work orders as necessary.

ARTICLE 5

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

FOR TEXARKANA REGIONAL AIRPORT AUTHORITY

By: _____
Ferdinand Paul Mehrlich III, C.M. ACE
Executive Director of Aviation

Dated the ____ day of _____, 2024

Attest: _____

FOR McCLELLAND CONSULTING ENGINEERS, INC.

By: _____
James M. (Mitch) Rose, Exec. Vice Pres./Treas.

Dated the ____ day of _____, 2024

Attest: _____
Matthew Vinyard, P.E., Project Manager

RESOLUTION NO. _____

WHEREAS, the Texarkana Regional Airport is asking for authorization to enter into an agreement with McClelland Consulting Engineers, Inc., for design and survey services for the Primary Runway Extension Design Part B; and

WHEREAS, the total cost will be \$80,050 with 90% being paid for by an Airport Improvement Plan Grant and the remaining 10% will be covered by the Arkansas Division of Aeronautics;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas that the Texarkana Regional Airport is authorized to enter into an agreement with McClelland Consulting Engineers, Inc., for engineering and survey services for the Primary Runway Extension Design Part B in an amount not to exceed \$80,050.

PASSED AND APPROVED this 21st day of October, 2024.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney

**TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 072524H
A RESOLUTION APPROVING WORK ORDER 17 WITH MCCLELLAND
ENGINEERING FOR 500' EXTENSION OBSTRUCTION SURVEY IN THE
AMOUNT OF \$80,050**

WHEREAS, the Texarkana Regional Airport Authority was formed under Arkansas Code § 14-361-101 to be jointly owned by the cities of Texarkana AR and Texarkana TX; and

WHEREAS, the Airport Authority is entrusted with the power to operate, and regulate the airport; and

WHEREAS, Section 6-31 of Texarkana AR City Code and Section 4-25 of Texarkana TX City Code allow the authority to plan, develop, construct, enlarge, improve, maintain, equip, operate, regulate, protect and police the airport; and,

WHEREAS, The FAA is requiring an obstruction survey for the new 500' extension of runway 4; and,

WHEREAS, The survey is necessary to assure clearances and approve construction of the new runway; and,

WHEREAS, Engineering Costs will be covered by a FAA Airport Improvement Plan Grant;

NOW, THEREFORE, BE IT RESOLVED BY THE TEXARKANA AIRPORT AUTHORITY THAT:

SECTION 1. The Texarkana Regional Airport Authority Approves the Executive Director signing Work Order 17 for 500' Extension Obstruction Survey in the amount of \$80,050.

Adopted this 25th day of July, 2024

ATTEST



Ferdinand P Mehrlich III, Director

SIGNED



Airport Authority Chair





CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the Airport to enter into an agreement with McClelland Consulting Engineers, Inc., for engineering and survey services for the Apron Phase II Construction Part A. (AIRPORT)
Executive Director Paul Mehrlich

AGENDA DATE: October 21, 2024

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Airport

PREPARED BY: Paul Mehrlich

REQUEST: Texarkana Regional Airport is expanding the passenger terminal apron, the engineering cost is \$252,611.87. The project will be done by McClelland Engineering. The FFA is providing a 90% grant and the remaining 10% will be covered by the Arkansas Division of Aeronautics, with no local matching finds.

EMERGENCY CLAUSE: N/A

SUMMARY: Airport Apron Phase II Construction Part A – WO 16

EXPENSE REQUIRED:

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**RECOMMENDED
ACTION:**

EXHIBITS: Resolution, Work Order, and Airport Authority Resolution

RESOLUTION NO. _____

WHEREAS, the Texarkana Regional Airport is asking for authorization to enter into an agreement with McClelland Consulting Engineers, Inc., for engineering and survey services for the terminal Apron Phase II Construction Part A, which will extend the passenger terminal apron at the Airport; and

WHEREAS, the total cost will be \$252,611.87 with the Federal Aviation Administration contributing 90% and the remaining 10% will be covered by the Arkansas Division of Aeronautics;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas that the Texarkana Regional Airport is authorized to enter into an agreement with McClelland Consulting Engineers, Inc., for engineering and survey services for the Apron Phase II Construction Part A, in an amount not to exceed \$252,611.87.

PASSED AND APPROVED this 21st day of October, 2024.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney

**TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 072524G
A RESOLUTION APPROVING WORK ORDER 16 WITH MCCLELLAND
ENGINEERING FOR PHASE II APRON CONSTRUCTION IN THE AMOUNT OF
\$252,611.87**

WHEREAS, the Texarkana Regional Airport Authority was formed under Arkansas Code § 14-361-101 to be jointly owned by the cities of Texarkana AR and Texarkana TX; and

WHEREAS, the Airport Authority is entrusted with the power to operate, and regulate the airport; and

WHEREAS, Section 6-31 of Texarkana AR City Code and Section 4-25 of Texarkana TX City Code allow the authority to plan, develop, construct, enlarge, improve, maintain, equip, operate, regulate, protect and police the airport; and,

WHEREAS, The FAA broke the new terminal apron into three phases; and,

WHEREAS, Phase II of construction is necessary to allow aircraft to divert or remain overnight; and,

WHEREAS, Engineering Costs will be covered by a FAA Airport Improvement Plan Grant;

NOW, THEREFORE, BE IT RESOLVED BY THE TEXARKANA AIRPORT AUTHORITY THAT:

SECTION 1. The Texarkana Regional Airport Authority Approves the Executive Director signing Work Order 16 for Phase II construction in the amount of \$252,611.87.

Adopted this 25th day of July, 2024

ATTEST



Ferdinand P Mehrlich III, Director

SIGNED



Airport Authority Chair



WORK ORDER NO. 16
ENGINEERING DESIGN SERVICES
AND SERVICES DURING CONSTRUCTION
FOR
APRON – PHASE II CONSTRUCTION
TEXARKANA REGIONAL AIRPORT (TXK)
TEXARKANA, ARKANSAS

This Work Order amends Articles 1, 2, and 5 of the Basic Agreement executed the 25th day of August, 2021, between **McClelland Consulting Engineers, Inc.**, hereinafter referred to as the ENGINEER or MCE and the **Texarkana Regional Airport Authority**, hereinafter referred to as AUTHORITY.

ARTICLE 1

The AUTHORITY intends to improve the Texarkana Regional Airport by constructing the second phase of the concrete apron for the new Terminal Development Project (see attached sketch for layout). In preparation for this construction, the AUTHORITY has requested the ENGINEER to assist in data collection & project development, engineering design services, bidding & contract award, grant application/administration, DBE plan administration, construction contract administration, construction materials acceptance testing and construction support services to accomplish this project.

The ENGINEER will complete the following summary of engineering services under Work Order No. 16. Subsequent Work Orders will be developed as other needs arise.

SECTION 1 - SCOPE OF SERVICES

Task No. 1 Data Collection & Project Development

- The ENGINEER will meet with the AUTHORITY to develop a lists of action items for the project. Such items may include:
 - Coordination with the airport staff/operations, airlines, FBO, airport tenants
 - Develop preliminary sequencing plan to mitigate disruption to the airport and its users
 - Review As-builts from Apron Phase I
 - Update estimates of probable construction costs
 - Prepare findings and present to the airport staff

Task No. 2 Engineering Design Services

- 90% Plans and Specifications – Using all data previously mentioned, MCE’s design team will assemble a design of the project incorporating the Apron Phase I as-builts. This design will be based on FAA AC design guidelines along with sound engineering practices for this type of project. Specifications will be developed using the current FAA ACs as they pertain to construction for airports (AC 150/5370-10). MCE will submit 90% design drawings, specifications, and the design engineer’s report to the OWNER and FAA for review.
- Final Plans and Specifications – Using all data previously mentioned and FAA’s comments, MCE’s design team will assemble a final design of the projects. This design will be based on FAA AC design guidelines along with sound engineering practices for this type of project. Specifications will be developed using the current FAA AC as they pertain to construction for airports (AC 150/5370-10).
- Final Construction Quantities and Estimated Costs – MCE will prepare a list of construction work items and their associated quantities. Using these items, a detailed estimate of costs will be developed.

- Final Plan & Engineers Report Submittal – MCE will incorporate comments and revisions received from the FAA and OWNER into a final engineer's report. Prior to final submission to the FAA, MCE will allow the OWNER to review this document. Once the OWNER has reviewed the final report it will be submitted to the FAA for final submission.

Task no. 3 Bidding & Contract Awarding Services

- The ENGINEER will prepare the advertisement for bids as well as prepare the bidding documents required.
- The ENGINEER will prepare a list of construction work items and their associated quantities. Using these items, a detailed estimate of costs will be developed.
- A pre-bid meeting will be conducted on site to review with the potential bidders the bidding requirements. Contractors will have the opportunity to tour the proposed construction site as well.
- Prepare and issue any /all necessary addendums, RFI's clarifications as necessary for the bidding process.
- The ENGINEER will conduct /attend the bid opening at TXK. Once bids are received a certified bid tab will be supplied of all the responsive bids.
- A review and recommendation of the lowest responsive bidder will be made and a Notice of Award will be drafted. Review of the Contractor's bonds and insurance will be made and the contract documents will be prepared.
- The ENGINEER will conduct a pre-construction meeting. At this meeting contract documents will be signed, plans reviewed, schedules established and a Notice to Proceed issued. This meeting will occur at TXK.

Task No. 4 Grant Preparation & Administration

- The ENGINEER will assist the AUTHORITY in preparing for submission to the FAA the necessary grant application for funding of this project. THE ENGINEER will also assist the AUTHORITY with the administration of the grant (i.e. RFR's, monthly progress updates, Grant close-out, grant certifications, etc.). Once this project is closed out by the FAA, THE ENGINEER will assist the AUTHORITY in preparing a grant application to ADA. THE ENGINEER will attend the ADA meeting when this application is to be reviewed.
- The ENGINEER will prepare and submit Quarterly Performance Reports and monthly RFR's as required by the FAA.
- The ENGINEER will prepare and supply certain documents to close out the project with the FAA, ADA, and the AUTHORITY.

Task No. 5 DBE Plan Administration & Reporting

- The ENGINEER will prepare a DBE plan for the AUTHORITY. The AUTHORITY will name a liaison for the plan. A DBE goal will be calculated by THE ENGINEER for the AUTHORITYS review for various projects. The plan will be submitted to the FAA for review and acceptance. Goals will be updated as necessary along with monitoring and tracking of DBE participation throughout the project.

Task No. 6 Construction Contract Administration

- The ENGINEER will attend monthly TXK Commission meetings, on-site construction milestone and phasing meetings, and represent the AUTHORITY, as needed, at any other meetings pertaining to the project.
- The ENGINEER will review, comment, and approve all shop drawings, submittals, etc. submitted by the Contractor for compliance with the plans and specifications for the project.

- The ENGINEER will prepare periodic pay requests based on construction progress and acceptance and provide any other documentation necessary for the submittal of periodic pay requests to the AUTHORITY and FAA.
- The ENGINEER will prepare revised drawings/details/change orders that may arise that are necessary for the completion of the project.
- The ENGINEER will provide general oversight and coordination of the project particularly as it pertains to the interaction between the Contractor, AUTHORITY, FAA, utility AUTHORITIES, and any others that are involved in this project.
- The ENGINEER will conduct and attend semi and final inspections of the project. At these inspections the ENGINEER will prepare a punch-list of items remaining for the Contractor to complete for the final acceptance of the project.
- The ENGINEER will prepare As-Built drawings, O&M manuals (provided by the Contractor), warranty documentation, etc. to be among the items provided to the AUTHORITY at project close-out.
- The ENGINEER will develop a QA/QC manual as it pertains to material acceptance, testing, personnel qualifications, etc.
- The ENGINEER will conduct weekly internal coordination meetings (via phone) to review upcoming project schedules, work items, coordination, etc.

Task No. 7 Construction Materials Testing

- Construction Materials Acceptance Testing – The ENGINEER will provide the equipment and personnel necessary to conduct acceptance testing of construction materials used in the project. The testing will be in accordance with the specifications, FAA criteria and the QA plan. The ENGINEER will prepare and submit a Final Testing Report to the FAA at the completion of the project.
- Quality Assurance (QA) Plan – The ENGINEER will develop a Quality Assurance plan (Acceptance Manual) to be followed during construction. The plan will outline the acceptance criteria and frequency for construction material testing per FAA guidelines. The ENGINEER will review and approve of the contractor's Quality Control manual.

Task No. 8 Construction Support Services

- The ENGINEER will provide a Resident Project Representative (RPR) for the purpose of observing and documenting the work performed by the Contractor. The on-site construction RPR will be observing the work to determine if the work performed by the Contractor meets the requirements of the plans and specifications for the project. Daily and weekly reports of site conditions, construction activities, progress, issues, visitors, etc. will be documented. The RPR will alert the ENGINEER's project manager of any non-conforming work, potential scheduling conflicts, changing site condition, etc. The RPR will be the first point of contact (during construction) between the Contractor and AUTHORITY.
- The ENGINEER will make periodic site visits at times critical to the project and during milestone activities.
- The ENGINEER will have staff available to address any/all field questions that may arise and need additional coordination.

See Appendix "A" for a complete detailed scope of services and Appendix "B" for the project sketch.

Not Included are:

- Utility relocation (i.e. water, sewer, gas, etc.)
- COE and/or FEMA permitting or studies

ARTICLE 2

The ENGINEER will be compensated as follows for services provided in ARTICLE 1:

SECTION 2 - PAYMENT

The ENGINEER will be compensated for service based on a Lump Sum fee NOT to exceed basis payable as the work progresses. The following is a listing of work description and associated fees:

Task No. 1 Data Collection & Project Development.....	\$5,963.22
Task No. 2 Engineering Design Services.....	\$16,654.23
Task No. 3 Bidding & Contract Awarding Services	\$16,497.02
Task No. 4 Grant Preparation & Administration	\$5,624.90
Task No. 5 DBE Plan Administration & Reporting.....	\$3,864.58
Task No. 6 Construction Contract Administration	\$28,129.46
Task No. 7 Materials Testing Services	\$29,220.72
Task No. 8 Construction Support Services	\$146,657.75
TOTAL FEE	\$252,611.87

Note: Additional work scopes will be developed under separate work orders as necessary.

ARTICLE 5

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

FOR TEXARKANA REGIONAL AIRPORT AUTHORITY

By: _____
Ferdinand Paul Mehrlich III, C.M. ACE
Executive Director of Aviation

Dated the ____ day of _____, 2024

Attest: _____

FOR McCLELLAND CONSULTING ENGINEERS, INC.

By: _____
James M. (Mitch) Rose, Exec. Vice Pres./Treas.

Dated the ____ day of _____, 2024

Attest: _____
Matthew Vinyard, P.E., Project Manager

Appendix A

Texarkana Regional Airport (TXK)
Apron Construction - Phase II
5/23/2024



Data Collection & Project Development	\$5,963.22
Engineering Design Services	\$16,654.23
Bidding & Contract Awarding Services	\$16,497.02
Grant Preparation & Administration	\$5,624.90
DBE Plan Administration & Reporting	\$3,864.58
Construction Contract Administration	\$28,129.46
Materials Testing Services	\$29,220.72
Construction Support Services	\$146,657.75

Total Professional Fees \$252,611.87

Texarkana Regional Airport (TXK)
 Apron Construction - Phase II
 Data Collection & Project Development



Tasks	Principal - III	Project Manager -VI	Project Manager - III	Project Designer - VI	Project Designer - III	Draftsman - III	Spec Writer - II	Project Accountant - IV	Project Accountant - II
	\$70.77	\$52.16	\$46.63	\$39.42	\$38.58	\$28.38	\$25.88	\$44.23	\$25.84
	hr	hr	hr	hr	hr	hr	hr	hr	hr
Prepare draft project options		1			2	4			
Prepare cost estimates of project		1			3				
Meet with Airport Staff /Commission	6	6			6				
Prepare displays and presentation material		1		3		4			
Meeting w/FAA to review Project		1			2				
Hour Subtotal	6	10	0	3	13	8	0	0	0
Salary Costs	\$424.62	\$521.60	\$0.00	\$118.26	\$501.54	\$227.04	\$0.00	\$0.00	\$0.00

SUBTOTAL SALARIES \$1,793.06

Labor and General Administrative Overhead \$3,220.69

Direct Non-Labor Expenses

- Document Printing, Reproductions
- Supplies \$0.00
- Mileage (\$0.705/Miles for 280 miles) \$197.40
- Postage, Freight \$0.00

SUBTOTAL - Direct Non-Labor Expenses \$197.40

Subtotal \$5,211.15

Profit (15%) \$752.06

TOTAL FEE **\$5,963.22**



Tasks	Principal - III	Project Manager - VI	Project Manager - III	Project Designer - VI	Project Designer - III	Draftsman - III	Spec Writer - II	Project Accountant - IV	Project Accountant - II
	\$70.77	\$52.16	\$46.63	\$39.42	\$38.58	\$28.38	\$25.88	\$44.23	\$25.84
	hr	hr	hr	hr	hr	hr	hr	hr	hr
BIDDING SERVICES									
Draft Advertisement for Bids		1					4		
Prepare Bids/contract Documents		1			2		4		
Respond to Questions/Issue RFI's		2			3		4		
Prepare and Issue Addendums	1	1			3		4		
Prepare Pre Bid Meeting Agenda							1		
Conduct Pre Bid Mtg		9			9				
Issue Pre Bid Meeting Minutes					1		1		
Conduct Bid Opening		9			9				
AWARD OF CONSTRUCTION CONTRACT									
Evaluate All Bids and Prepare Certified Bid Tab		1			1				
Verify Bidders Have Meet Bidding Requirements		2	1						
Make Recommendation of Apparent Low Bidder		1							
Prepare Notice of Award					1		1		
Prepare Construction Contracts							2		
Review Performance and Payment Bonds					1		2		
Review Insurance					1		2		
Prepare Agenda for Pre Construction Meeting					2				
Attend Pre Construction Meeting	9	9			9				
Hour Subtotal	10	36	1	0	42	0	25	0	0

Salary Costs	\$707.70	\$1,877.76	\$46.63	\$0.00	\$1,620.36	\$0.00	\$647.00	\$0.00	\$0.00
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SUBTOTAL SALARIES \$4,899.45

Labor and General Administrative Overhead \$8,800.39

Direct Non-Labor Expenses

Document Printing, Reproductions	\$100.00
Supplies	\$0.00
Mileage (\$0.705/Miles for 840 miles)	\$592.20
Postage, Freight	\$50.00

SUBTOTAL - Direct Non-Labor Expenses \$742.20

Subtotal \$14,442.04

Profit (15%) \$2,054.98

TOTAL FEE **\$16,497.02**

Texarkana Regional Airport (TXK)
 Apron Construction - Phase II
 Grant Preparation & Administration



Tasks	Principal - III	Project Manager -VI	Project Manager - III	Project Designer - VI	Project Designer - III	Draftsman - III	Spec Writer - II	Project Accountant - IV	Project Accountant - II
	\$70.77	\$52.16	\$46.63	\$39.42	\$38.58	\$28.38	\$25.88	\$44.23	\$25.84
	hr	hr	hr	hr	hr	hr	hr	hr	hr
Complete FAA Grant Application (SF 424)			2		10				
Review Grant Application w/ Owner		1	1						
Grant Submittal to FAA			1						
Grant close-out process			3		18				
Grant submittal to ADA (90-10)			1		3				
Attend ADA Meeting for Grant Application Review		1			1				
Hour Subtotal	0	2	8	0	32	0	0	0	0
Salary Costs	\$0.00	\$104.32	\$373.04	\$0.00	\$1,234.56	\$0.00	\$0.00	\$0.00	\$0.00

SUBTOTAL SALARIES \$1,711.92

Labor and General Administrative Overhead \$3,074.95

Direct Non-Labor Expenses

Document Printing, Reproductions \$100
 Postage, Freight \$20

SUBTOTAL - Direct Non-Labor Expenses \$120 \$120.00

Subtotal \$4,906.87

Profit (15%) \$718.03

TOTAL FEE \$5,624.90

Texarkana Regional Airport (TXK)
 Apron Construction - Phase II
 DBE Plan Administration & Reporting



Tasks	Principal - III	Project Manager -VI	Project Manager - III	Project Designer - VI	Project Designer - III	Draftsman - III	Spec Writer - II	Project Accountant - IV	Project Accountant - II
	\$70.77	\$52.16	\$46.63	\$39.42	\$38.58	\$28.38	\$25.88	\$44.23	\$25.84
	hr	hr	hr	hr	hr	hr	hr	hr	hr
Review 3 year plan to ensure compliance		1	9						
Track DBE commitments from CMAR			5						
Review good faith efforts from CMAR			2		1				
Track monthly DBE participation			3						
End of year DBE participation reporting			4		1				

Hour Subtotal 0 1 23 0 2 0 0 0 0

Salary Costs	\$0.00	\$52.16	\$1,072.49	\$0.00	\$77.16	\$0.00	\$0.00	\$0.00	\$0.00
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SUBTOTAL SALARIES	\$1,201.81
Labor and General Administrative Overhead	\$2,158.69
Direct Non-Labor Expenses	
Document Printing, Reproductions	
Supplies	
Postage, Freight	
SUBTOTAL - Direct Non-Labor Expenses	\$0
Subtotal	\$3,360.50
Profit (15%)	\$504.08
TOTAL FEE	\$3,864.58

Tasks	Principal - III	Project Manager - VI	Project Manager - III	Project Designer - VI	Project Designer - III	Draftsman - III	Spec Writer - II	Project Accountant - IV	Project Accountant - II
	\$70.77 hr	\$52.16 hr	\$46.63 hr	\$39.42 hr	\$38.58 hr	\$28.38 hr	\$25.88 hr	\$44.23 hr	\$25.84 hr
MCE internal project set-up							1		
Kick-off mtg w/ Owner	1	1	1						
Coordination w/ Owner		2	4						
Coordination w/FAA (local)		2	4						
Attend Commission Meeting (4)	9	9	9						
Weekly Internal Aviation Dept. Mtg.'s	4	4	4		4	4			
Shop drawing & submittal review			2		3				
Prepare QA/QC Manual			4		8		8		
Review/Approve Contractors QC Manual			1		1				
QA/QC compliance review			1		1				
Periodic pay estimates (4)			4		4				
Prepare Change orders			3		4				
Preparation/distribution of meeting minutes					1				
Prepare As-built drawings			1		1	5			
Review and Distribute O & M Manuals			1		2				
Summary of Material Testing Report to FAA			1		2				
Attend Semi-Final Inspection		9	9						
Prepare punch-list			2						
Attend Final Inspection		9	9						
Reconciliation C. O.			1		1				
Close-out and coordination meetings		9	9						
Hour Subtotal	14	45	70	0	32	9	9	0	0
Salary Costs	\$990.78	\$2,347.20	\$3,264.10	\$0.00	\$1,234.56	\$255.42	\$232.92	\$0.00	\$0.00

SUBTOTAL SALARIES \$8,324.98

Labor and General Administrative Overhead \$14,953.33

Direct Non-Labor Expenses

Document Printing, Reproductions	\$50.00
Supplies	\$75.00
Mileage (\$0.705 for 1,680 miles)	\$1,184.40
Postage, Freight	\$50.00

SUBTOTAL - Direct Non-Labor Expenses \$1,359.40

Subtotal \$24,637.71

Profit (15%) \$3,491.75

TOTAL FEE **\$28,129.46**

Tasks	Principal - III	Project Manager -VI	Project Manager - III	Project Designer - VI	Project Designer - III	Draftsman - III	Spec Writer - II	Geotech Clerical III	Geotech Engr I	CMT Supervisor/Const. Obs	Const. Obs. - IV
	\$70.77 hr	\$52.16 hr	\$46.63 hr	\$39.42 hr	\$38.58 hr	\$28.38 hr	\$25.88 hr	\$19.36 hr	\$45.43 hr	\$40.87 hr	\$30.90 hr
Material Testing Services - Manhours											
P-152 Excavation, Subgrade and Embankment			1					10		2	
P-152 Laboratory Proctors			1					10		2	
P-155 Laboratory Proctors			1					10		2	
P-209 Crushed Agg. Base Courses Densities			1					20		2	
P-209 Crushed Agg. Base Course Gradation			1					20		2	
P-501 Cement Concrete Pavement			5					28	4	8	
P-610 Concrete For Misc. Structures			3					20		4	
Materials Testing Results/Reports			5					15	10	15	
Hour Subtotal	0	0	18	0	0	0	0	133	14	37	0
Salary Costs	\$0.00	\$0.00	\$839.34	\$0.00	\$0.00	\$0.00	\$0.00	\$2,574.88	\$636.02	\$1,512.19	\$0.00

SUBTOTAL SALARIES

\$5,562.43

Labor and General Administrative Overhead

\$9,991.24

Direct Non-Labor Expenses

Document Printing, Reproductions	\$300.00
Per Diem (meal allowance for 4 months)	\$0.00
Lodging (for 4 months)	\$0.00
Postage, Freight	\$50.00
Mileage (\$0.705/Miles for 2,800 miles)	\$1,974.00

SUBTOTAL - Direct Non-Labor Expenses

\$2,324.00

Subtotal

\$17,877.67

Profit (15%)

\$2,333.05

TOTAL HOURLY FEE

\$20,210.72

Testing	Quantity of Tests	Cost Per Test	Total Cost
P-152 Excavation, Subgrade & Embankment	48	\$45.00	\$2,160.00
P-152 Laboratory Proctors	2	\$60.00	\$120.00
P-155 Laboratory Proctors	2	\$60.00	\$120.00
P-209 Crushed Aggregate Base Course Densities	4	\$100.00	\$400.00
P-209 Crushed Aggregate Base Course Gradations	4	\$240.00	\$960.00
P-501 Cement Concrete Pavement	25	\$150.00	\$3,750.00
P-610 Concrete For Misc. Structures	10	\$150.00	\$1,500.00

TOTAL TESTING FEE

\$9,010.00

TOTAL CMT SERVICES FEE

\$29,220.72

Texarkana Regional Airport (TXK)
 Apron Construction - Phase II
 Construction Support Services
 Construction Period of 120 Days



Tasks	Principal - III	Project Manager - VI	Project Manager - III	Project Designer - VI	Project Designer - III	Draftsman - III	Spec Writer - II	Geotech Clerical III	Geotech Engr I	CMT Supervisor/Const. Obs	Const. Obs. - IV
	\$70.77 hr	\$52.16 hr	\$46.63 hr	\$39.42 hr	\$38.58 hr	\$28.38 hr	\$25.88 hr	\$19.36 hr	\$45.43 hr	\$40.87 hr	\$30.90 hr
Construction Support Services											
Full Time Constuction Observation (4 months)										680	40
Respond to Field Questions	9	20	25		8	8					
Site Visits (By Engr. Staff) - Bi Weekly Meetings	9	18	18								
Review of Contractors Marked up As-Built Drawings		3	5		8	8				18	
Materials Testing Results/Reports		10	10		10			6	6		
Review of Contractor Materials Test Results		9	9		20				6	10	
General Consultation			9						6		
Hour Subtotal	18	60	76	0	46	16	0	6	18	708	40

Salary Costs	\$1,273.86	\$3,129.60	\$3,543.88	\$0.00	\$1,774.68	\$454.08	\$0.00	\$116.16	\$817.74	\$28,935.96	\$1,236.00
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SUBTOTAL SALARIES

\$41,281.96

Labor and General Adminstrative Overhead

\$74,150.00

Direct Non-Labor Expenses

Document Printing, Reproductions	\$50.00
Per Diem (meal allowance for 4 months)	\$6,000.00
Lodging (for 4 months)	\$4,800.00
Postage, Freight	\$100.00
Mileage (\$0.705/Miles for 4,200 miles)	\$2,961.00

SUBTOTAL - Direct Non-Labor Expenses

\$13,911.00

Subtotal

\$129,342.96

Profit (15%)

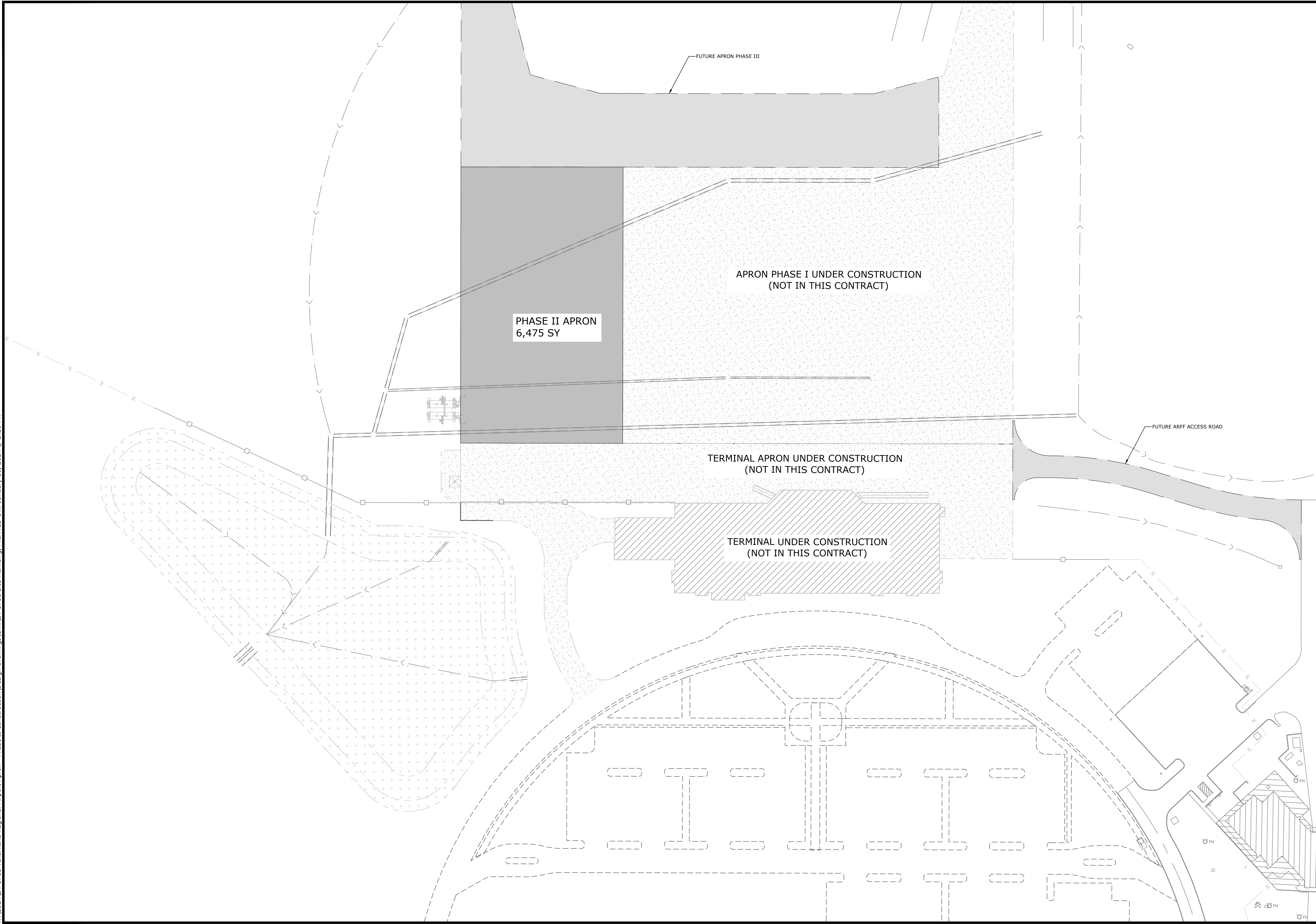
\$17,314.79

TOTAL FEE

\$146,657.75

Appendix B

W:\2024\24-5711 - Texarkana Regional Airport - Apron - Phase II Construction\Design Drawings\Civil\24-5711 - Site Plan.dwg, PRINTED ON: January 10, 2024 @ 2:20 PM



MCE McCLELLAND CONSULTING ENGINEERS, INC.
 DESIGNED TO SERVE
 7302 KANIS ROAD
 LITTLE ROCK, ARKANSAS 72204
 (501) 371-0272
 HTTP://WWW.MCE.US.COM

PRELIMINARY
 NOT FOR
 CONSTRUCTION

ORIGINAL SIGNATURE ON FILE

TEXARKANA REGIONAL AIRPORT (TXK)
 APRON CONSTRUCTION - PHASE II
 <STREET NUMBER
 TEXARKANA, ARKANSAS

©2024



REVISIONS		DESCRIPTION
REV	DATE	

SITE OVERVIEW

DESIGNED BY: MRV
 DATE: 1/10/2024
 SCALE: <SCALE

DRAWN BY: SJM
 REVISION: ----
 JOB NUMBER: 24-5711

7



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution to approve and accept the FAA Airport Improvement Program Grant for Airport Apron Phase II Construction Part B. (AIRPORT) Executive Director Paul Mehrlich

AGENDA DATE: October 21, 2024

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Airport

PREPARED BY: Paul Mehrlich

REQUEST: Texarkana Regional Airport is expanding the passenger terminal apron, the construction cost is \$2,168,610. The FAA is providing a 90% grant and the remaining 10% will be covered by the Arkansas Division of Aeronautics, with no local matching funds.

EMERGENCY CLAUSE: N/A

SUMMARY: Airport Apron Phase II Construction Part B

EXPENSE REQUIRED: \$0

AMOUNT BUDGETED: \$0

**APPROPRIATION
REQUIRED:** \$0

**RECOMMENDED
ACTION:** Approve

EXHIBITS: Resolution, and Airport Authority Resolution

RESOLUTION NO. _____

WHEREAS, the Texarkana Regional Airport is asking for a resolution from the City of Texarkana, Arkansas to approve and accept the Federal Aviation Administration (FAA) Airport Improvement Program Grant for the Airport Apron Phase II Construction Part B, which will extend the passenger terminal apron; and

WHEREAS, the total cost of construction will be \$2,168,610 with the FAA providing a 90% grant and the remaining 10% will be covered by the Arkansas Division of Aeronautics; and

WHEREAS, there are no local matching funds necessary for this project;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas that the FAA Airport Improvement Program 90% Grant is hereby approved and accepted.

PASSED AND APPROVED this 21st day of October, 2024.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney

**TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 082224A
A RESOLUTION APPROVING ACCEPTING THE AIRPORT IMPROVEMENT
PROGRAM GRANT FOR APRON PHASE II CONSTRUCTION**

WHEREAS, the Texarkana Regional Airport Authority was formed under Arkansas Code § 14-361-101 to be jointly owned by the cities of Texarkana AR and Texarkana TX; and,

WHEREAS, the Airport Authority is entrusted with the power to operate, and regulate the airport; and,

WHEREAS, Section 6-33 of Texarkana AR City Code and Section 4-27 of Texarkana TX City Code allow the authority to receive and hold all revenues derived from operation of the airport; and,

WHEREAS, the FAA has offered a 90% grant in the amount of \$2,184,499 for the phase II construction of a commercial apron for the new terminal; and,


WHEREAS, the 10% match required for this grant will be provided by the Arkansas Division of Aeronautics, resulting in no local funds used to match the project; and,

NOW, THEREFORE, BE IT RESOLVED BY THE TEXARKANA AIRPORT AUTHORITY THAT:

SECTION 1. The Texarkana Regional Airport Authority Approves the Executive Director executing necessary paperwork to accept the FAA Airport Improvement Program Grant.

Adopted this 22nd day of August, 2024

ATTEST


Ferdinand P Mehrlich III, Director

SIGNED


Airport Authority Chair



NOTICE OF AWARD

**TO: GDS, LLC dba Ambrozi Contracting
1207 S 4th Street
Saint Joseph, Missouri 64501**

**PROJECT: TEXARKANA REGIONAL AIRPORT (TXK) APRON CONSTRUCTION –
PHASE II – 24-5711**

The OWNER has considered the BID submitted by you on April 17, 2024 for the above described WORK in response to its Advertisement for Bids and Instructions to Bidders

You are hereby notified that your BID has been accepted in the amount of:

Two Million One Hundred Sixty-eight Thousand Six Hundred Ten & no/100 Dollars
(\$2,168,610.00)

You are required by the Instructions to Bidders to execute the Contract and furnish the required CONTRACTOR’S Performance BOND, Payment BOND, and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said BONDS within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 5 day of September, 2024.

**TEXARKANA REGIONAL
AIRPORT AUTHORITY**

Owner

By [Signature]

Title Executive Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by GDS, LLC dba Ambrozi Contracting, this the 6th day of September, 2024.

By [Signature]

Title Managing Member



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE:	Adopt a Resolution approving the Airport Five-Year Capital Improvement Plan. (AIRPORT) Executive Director Paul Mehrlich
AGENDA DATE:	October 21, 2024
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
DEPARTMENT:	Airport
PREPARED BY:	Paul Mehrlich, Executive Director

REQUEST:	Every year in October the FAA requires the Airport submit a 5-year Capital Improvement Plan. This is a required document in order to receive federal grant funds. Matches for these projects are brought each year to the city in the annual Capital Budget request.
EMERGENCY CLAUSE:	N/A

SUMMARY:	Airport FY 25 – 30 Capital Improvement Plan
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EXPENSE REQUIRED:	\$0
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AMOUNT BUDGETED:	\$0
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APPROPRIATION REQUIRED:	\$0
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RECOMMENDED ACTION:	Approve
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EXHIBITS:	Resolution, FY 25-30 CIP, and Airport Authority Resolution
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RESOLUTION NO. _____

WHEREAS, the Federal Aviation Administration (FAA) requires Texarkana Regional Airport to submit a five-year Capital Improvement Plan in order to provide the Airport federal grant funds for projects;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas that the Fiscal Year 2025 to 2030 Five-Year Capital Improvement Plan attached hereto and made a part hereof, is hereby accepted.

PASSED AND APPROVED this 21st day of October, 2024.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney

**TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 092624F
A RESOLUTION APPROVING THE 2025-2030 CAPITAL IMPROVEMENT
PLAN IN THE AMOUNT OF \$135,651,402**

WHEREAS, the Texarkana Regional Airport Authority was formed under Arkansas Code § 14-361-101 to be jointly owned by the cities of Texarkana AR and Texarkana TX; and

WHEREAS, the Airport Authority is entrusted with the power to operate, and regulate the airport; and

WHEREAS, Section 6-31 of Texarkana AR City Code and Section 4-25 of Texarkana TX City Code allow the authority to plan, develop, construct, enlarge, improve, maintain, equip, operate, regulate, protect and police the airport; and,

WHEREAS, Section 6-31 of Texarkana AR City Code and Section 4-25 of Texarkana TX City Code requires the cities to approve any expenditure over \$25,000; and,

WHEREAS, the FAA requires a 5-year Capital Improvement Plan in order to provide federal grant funds for projects; and

WHEREAS, Texarkana AR approved capital match of \$1,565,921.00 in the 2024 budget, and \$290,020.18 in the 2025 budget; and

WHEREAS, Texarkana TX approved capital match of \$2,017,419.00 in the 2024 budget, and \$357,201.82 in the 2025 budget; and

WHEREAS, the airport annually takes a capital budget for approval by the two cities; and

WHEREAS, these projects are necessary for future growth and contained in the 2024 Master Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE TEXARKANA AIRPORT AUTHORITY THAT:

SECTION 1. The Texarkana Regional Airport Authority Approves the Executive Director signing an agreement with ROI to coordinate meetings with MROs at MRO Americas 2025 at the cost of \$11,340.00.

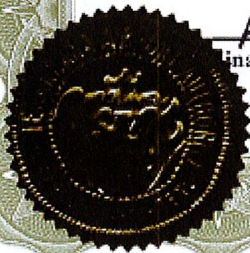
Adopted this 26th day of September 2024

ATTEST


Ferdinand P. Mehrlich III, Director

SIGNED


Airport Authority Chair



FED FY	Available		Funding Source	ODO Project Component/Phase	Estimated Cost	Funding Plan							Match Funding Sources											
	NPE	AIG				NPE	AIG	Additional AIP	ATP	FAA	Match	ADA-AIP	ADA 90/10	ADA 80/20	ADA 50/50	TXDOT	TX State	AR State	TX	AR	TXK	PFC		
2025	\$ 1,300,000	\$ 1,024,311	AIP	ODO- Construct Apron - Phase III	\$ 5,500,000	\$ 1,300,000	\$ 1,350,000	\$ 3,650,000	\$ 4,950,000	\$ 250,000	\$ 250,000							\$ 165,570	\$ 134,430					
			BIL	ARFF Truck	\$ 1,500,000				\$ 1,350,000	\$ 150,000	\$ 150,000													
			AIP	Runway Extension	\$ 9,000,000		\$ 8,100,000		\$ 8,100,000	\$ 900,000	\$ 250,000								\$ 358,735	\$ 291,265				
			AIP	Taxiway Widening	\$ 9,000,000		\$ 8,100,000		\$ 8,100,000	\$ 900,000	\$ 250,000								\$ 15,886	\$ 12,735				
			TXDOT	RWY 4/22 Edge Striping	\$ 111,111					\$ 111,111					\$ 100,000	\$ 171,579	\$ 450,000					\$ 11,111		
			ADA (50-50)	MRO Environmental Assessment	\$ 400,000					\$ 400,000				\$ 200,000						\$ 112,000	\$ 88,000			
			ADA (80-20)	MRO Site Development	\$ 375,000										\$ 300,000					\$ 41,393	\$ 33,608			
			ADA (90-10)	Service Animal Relief Area (Tentative)	\$ 222,222											\$ 200,000				\$ 12,264	\$ 9,958			
			Remaining Funds			2025 Annual Subtotals	\$ 26,198,333	\$ 1,300,000	\$ 1,350,000	\$ 19,850,000	\$ -	\$ 22,500,000	\$ 3,011,111	\$ 900,000	\$ 200,000	\$ 200,000	\$ 300,000	\$ 171,579	\$ 450,000	\$ 705,648	\$ 569,995	\$ 11,111	\$ -	
			2026	\$ 1,300,000	\$ 1,238,622	Remaining Funds	2025 Annual Subtotals	\$ 26,198,333	\$ 1,300,000	\$ 1,350,000	\$ 19,850,000	\$ -	\$ 22,500,000	\$ 3,011,111	\$ 900,000	\$ 200,000	\$ 200,000	\$ 300,000	\$ 171,579	\$ 450,000	\$ 705,648	\$ 569,995	\$ 11,111	\$ -
						AIP	Site Prep (Dirt, Road, Utilities, Parking)	\$ 20,142,157				\$ 15,000,000	\$ 4,300,000	\$ 250,000						\$ 4,750,000	\$ 3,870,000	\$ 237,317	\$ 192,683	
AIP	Taxiway Extension	\$ 4,300,000								\$ 4,300,000														
BIL	Hangar	\$ 35,000,000								\$ 35,000,000												\$ 35,000,000		
AIP	Taxilane	\$ 10,000,000								\$ 10,000,000							\$ 7,442,785	\$ 2,307,215	\$ 137,975	\$ 112,025				
TXDOT	Runway Overlay	\$ 11,300,000								\$ 11,300,000							\$ 10,170,000	\$ 632,647	\$ 506,353					
AIP	Environmental & Storm Water	\$ 10,200,000								\$ 10,200,000							\$ 9,013,910	\$ 654,603	\$ 531,487					
AIP	MALS Runway 4	\$ 1,683,000				\$ 1,300,000	\$ 214,700			\$ 1,514,700	\$ 168,300	\$ 168,300												
BIL	Perimeter Road - TWY A to TWY D	\$ 1,376,247					\$ 1,238,622			\$ 1,238,622	\$ 137,625	\$ 137,625												
TXDOT	General Airport Maintenance	\$ 111,111														\$ 100,000						\$ 11,111		
ADA (50-50)	MRO Site Development	\$ 400,000												\$ 200,000						\$ 112,000	\$ 88,000			
ADA (80-20)	MRO Site Development	\$ 375,000										\$ 300,000					\$ 42,000	\$ 33,000						
ADA (90-10)	General Airport Maintenance	\$ 222,222											\$ 200,000				\$ 12,444	\$ 9,778						
Remaining Funds			2026 Annual Subtotals	\$ 95,109,737	\$ 1,300,000	\$ 1,238,622	\$ 214,700	\$ -	\$ 17,753,322	\$ 71,105,925	\$ 555,925	\$ 200,000	\$ 300,000	\$ 200,000	\$ 100,000	\$ 21,206,695	\$ 16,347,215	\$ 1,898,443	\$ 1,537,026	\$ 35,011,111	\$ -			
2027	\$ 1,300,000	AIP	MRO Taxi Lane Extension	\$ 2,500,000	\$ 1,300,000	\$ 950,000		\$ 2,250,000	\$ 250,000	\$ 250,000										\$ 11,111				
		TXDOT	Runway 13-31 Maintenance	\$ 111,111										\$ 100,000										
		ADA (50-50)	MRO Site Development	\$ 400,000									\$ 200,000						\$ 112,000	\$ 88,000				
		ADA (80-20)	MRO Site Development	\$ 375,000										\$ 300,000					\$ 42,000	\$ 33,000				
		ADA (90-10)	General Airport Maintenance	\$ 222,222											\$ 200,000				\$ 12,444	\$ 9,778				
Remaining Funds			2027 Annual Subtotals	\$ 3,608,333	\$ 1,300,000	\$ -	\$ 950,000	\$ -	\$ 2,250,000	\$ 250,000	\$ 250,000	\$ 200,000	\$ 300,000	\$ 200,000	\$ 100,000	\$ -	\$ -	\$ 166,444	\$ 130,778	\$ 11,111	\$ -			
2028	\$ 1,300,000	AIP	ADA Fence Installation	\$ 2,500,000	\$ 1,300,000	\$ 950,000		\$ 2,250,000	\$ 250,000	\$ 250,000											\$ 11,111			
		TXDOT	General Airport Maintenance	\$ 111,111											\$ 100,000									
		ADA (50-50)	MRO Site Development	\$ 400,000									\$ 200,000						\$ 112,000	\$ 88,000				
		ADA (80-20)	MRO Site Development	\$ 375,000										\$ 300,000					\$ 42,000	\$ 33,000				
		ADA (90-10)	General Airport Maintenance	\$ 222,222										\$ 200,000					\$ 12,444	\$ 9,778				
Remaining Funds			2028 Annual Subtotals	\$ 3,608,333	\$ 1,300,000	\$ -	\$ 950,000	\$ -	\$ 2,250,000	\$ 250,000	\$ 250,000	\$ 200,000	\$ 300,000	\$ 200,000	\$ 100,000	\$ -	\$ -	\$ 166,444	\$ 130,778	\$ 11,111	\$ -			
2029	\$ 1,300,000	AIP	MRO Taxi Lane Extension	\$ 2,500,000	\$ 1,300,000	\$ 950,000		\$ 2,250,000	\$ 250,000	\$ 250,000											\$ 11,111			
		TXDOT	General Airport Maintenance	\$ 111,111											\$ 100,000									
		ADA (50-50)	MRO Site Development	\$ 400,000									\$ 200,000						\$ 112,000	\$ 88,000				
		ADA (80-20)	MRO Site Development	\$ 375,000										\$ 300,000					\$ 42,000	\$ 33,000				
		ADA (90-10)	General Airport Maintenance	\$ 222,222										\$ 200,000					\$ 12,444	\$ 9,778				
Remaining Funds			2029 Annual Subtotals	\$ 3,608,333	\$ 1,300,000	\$ -	\$ 950,000	\$ -	\$ 2,250,000	\$ 250,000	\$ 250,000	\$ 200,000	\$ 300,000	\$ 200,000	\$ 100,000	\$ -	\$ -	\$ 166,444	\$ 130,778	\$ 11,111	\$ -			
2030	\$ 1,300,000	AIP	MRO Taxi Lane Extension	\$ 2,500,000	\$ 1,300,000	\$ 950,000		\$ 2,250,000	\$ 250,000	\$ 250,000											\$ 11,111			
		TXDOT	General Airport Maintenance	\$ 111,111											\$ 100,000									
		ADA (50-50)	MRO Site Development	\$ 400,000									\$ 200,000						\$ 112,000	\$ 88,000				
		ADA (80-20)	MRO Site Development	\$ 375,000										\$ 300,000					\$ 42,000	\$ 33,000				
		ADA (90-10)	General Airport Maintenance	\$ 222,222										\$ 200,000					\$ 12,444	\$ 9,778				
Remaining Funds			2030 Annual Subtotals	\$ 3,608,333	\$ 1,300,000	\$ -	\$ 950,000	\$ -	\$ 2,250,000	\$ 250,000	\$ 250,000	\$ 200,000	\$ 300,000	\$ 200,000	\$ 100,000	\$ -	\$ -	\$ 166,444	\$ 130,778	\$ 11,111	\$ -			
6 Year CIP Totals:					\$ 135,651,402	\$ 7,800,000	\$ 2,588,622	\$ 23,864,700	\$ -	\$ 47,003,322	\$ 75,117,036	\$ 2,455,925	\$ 1,200,000	\$ 1,800,000	\$ 1,200,000	\$ 600,000	\$ 16,797,215	\$ 3,269,868	\$ 2,610,132	\$ 35,066,666	\$ -			

ORDINANCE NO. _____

AN ORDINANCE GRANTING A LIMITED EASEMENT TO PROJECT MOONBEAM FOR THE PURPOSE OF CLEARING TREES AND MAINTAINING AIRPORT PROPERTY SOUTH OF EAST 19TH STREET; FOR DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, the Texarkana Regional Airport is requesting approval to grant a limited easement to Project Moonbeam in order to clear trees and maintain property in perpetuity at their own cost; and

WHEREAS, Project Moonbeam has requested an easement on airport property south of East 19th Street and adjoining Chamber of Commerce property; and

WHEREAS, the purpose of the limited easement is to allow Project Moonbeam access to the airport property to clear and maintain trees and brush;

NOW, THEREFORE, BE IT ORDAINED, by the Board of Directors of the City of Texarkana, Arkansas:

Section 1: The City of Texarkana, Arkansas grants a limited easement to Project Moonbeam for the purposes of clearing and maintaining trees and brush on airport property south of East 19th Street and adjoining Chamber of Commerce property.

Section 2: This action being necessary for the preservation of the public peace, health and safety (including the need to commence prompt clearing and maintaining of airport property), and a separate and distinct vote having been taken on this emergency clause, an emergency is therefore declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED This 21st day of October, 2024.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance to grant an easement on airport property south of East 19th Street, adjoining Chamber of Commerce property, to Project Moonbeam, to allow access to clear and maintain trees and brush. (AIRPORT) Executive Director Paul Mehrlich

The applicant requests an emergency clause. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board. (Hdbk. Const. Amend 7)

AGENDA DATE: October 21, 2024

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Airport

PREPARED BY: Paul Mehrlich

REQUEST: Project Moonbeam has requested an easement on airport property south of East 19th Street, adjoining Chamber of Commerce property to allow access to clear and maintain trees and brush.

EMERGENCY CLAUSE: YES

SUMMARY: Project Moonbeam has requested an easement on airport property south of East 19th Street, adjoining Chamber of Commerce property to allow access to clear and maintain trees and brush.

EXPENSE REQUIRED: \$0

AMOUNT BUDGETED: \$0

**APPROPRIATION
REQUIRED:** \$0

**RECOMMENDED
ACTION:** Approve

EXHIBITS: Resolution, and Airport Authority Resolution

**TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 092624B
A RESOLUTION APPROVING AN EASEMENT WITH PROJECT MOONBEAM
TO CLEAR AND MAINTAIN PROPERTY SOUTH OF E19TH ST**

WHEREAS, the Texarkana Regional Airport Authority was formed under Arkansas Code § 14-361-101 to be jointly owned by the cities of Texarkana AR and Texarkana TX; and

WHEREAS, the Airport Authority is entrusted with the power to operate, and regulate the airport; and

WHEREAS, Section 6-31 of Texarkana AR City Code and Section 4-25 of Texarkana TX City Code allow the authority to plan, develop, construct, enlarge, improve, maintain, equip, operate, regulate, protect and police the airport; and,

WHEREAS, Section 6-31 of Texarkana AR City Code and Section 4-25 of Texarkana TX City Code require the cities governing bodies approval to be sold, transferred, or in any manner encumbered; and,

WHEREAS, Project Moonbeam requires an easement in order to clear trees and maintain property in perpetuity at their own cost; and


WHEREAS, Project Moonbeam needs to clear these trees in order to develop property owned by the Chamber of Commerce;

NOW, THEREFORE, BE IT RESOLVED BY THE TEXARKANA AIRPORT AUTHORITY THAT:

SECTION 1. The Texarkana Regional Airport Authority Approves the Executive Director signing a right of way easement with Project Moonbeam to clear and maintain property across E19th St. Pending approval of both cities governing bodies.

Adopted this 26th day of September 2024

ATTEST

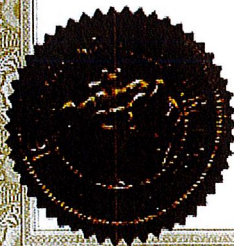


Ferdinand P. Mehrlich III, Director

SIGNED



Airport Authority Chair





CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance granting a right-of-way easement for SWEPCO to install a transformer on airport property to connect the Solar Canopy to begin producing electricity. (AIRPORT) Executive Director Paul Mehrlich

The applicant requests an emergency clause. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board. (Hdbk. Const. Amend 7)

AGENDA DATE: October 21, 2024

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Airport

PREPARED BY: Paul Mehrlich

REQUEST: SWEPCO has requested a right of way easement to set a transformer on airport property to connect the Solar Canopy and begin producing electricity.

EMERGENCY CLAUSE: YES

SUMMARY: SWEPCO has requested a right of way easement to set a transformer on airport property to connect the Solar Canopy and begin producing electricity.

EXPENSE REQUIRED: \$0

AMOUNT BUDGETED: \$0

**APPROPRIATION
REQUIRED:** \$0

**RECOMMENDED
ACTION:** Approve

EXHIBITS: Resolution and Airport Authority Resolution

ORDINANCE NO. _____

AN ORDINANCE GRANTING RIGHT-OF-WAY AND EASEMENT TO SOUTHWESTERN ELECTRIC POWER COMPANY (SWEPCO) ON AIRPORT PROPERTY TO CONNECT THE SOLAR CANOPY TO A TRANSFORMER SO IT CAN BEGIN PRODUCING ELECTRICITY; FOR DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, the Texarkana Regional Airport is requesting approval to grant a right-of-way easement to Southwestern Electric Power Company (SWEPCO) on Airport property in order to set a transformer and connect it to the Solar Canopy so it can begin producing electricity;

NOW, THEREFORE, BE IT ORDAINED, by the Board of Directors of the City of Texarkana, Arkansas:

Section 1: The right-of-way easement to SWEPCO for the purposes of setting a transformer and connecting it to the Solar Canopy is hereby approved and the City Manager and/or Airport Authority is authorized and directed to execute any and all documents necessary to grant such an easement.

Section 2: This action being necessary for the preservation of the public peace, health and safety (including the need to commence the accumulation of proceeds from the Solar Canopy), and a separate and distinct vote having been taken on this emergency clause, an emergency is therefore declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED This 21st day of October, 2024.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney

**TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 092624A
A RESOLUTION APPROVING A RIGHT OF WAY EASEMENT FOR SWEPCO
TO PLACE AN ELECTRICAL TRANSFORMER**

WHEREAS, the Texarkana Regional Airport Authority was formed under Arkansas Code § 14-361-101 to be jointly owned by the cities of Texarkana AR and Texarkana TX; and

WHEREAS, the Airport Authority is entrusted with the power to operate, and regulate the airport; and

WHEREAS, Section 6-31 of Texarkana AR City Code and Section 4-25 of Texarkana TX City Code allow the authority to plan, develop, construct, enlarge, improve, maintain, equip, operate, regulate, protect and police the airport; and,

WHEREAS, Section 6-31 of Texarkana AR City Code and Section 4-25 of Texarkana TX City Code require the cities governing bodies approval to be sold, transferred, or in any manner encumbered; and,

WHEREAS, SWEPCO requires a right of way easement in order to place an electrical transformer on airport property;

NOW, THEREFORE, BE IT RESOLVED BY THE TEXARKANA AIRPORT AUTHORITY THAT:

SECTION 1. The Texarkana Regional Airport Authority Approves the Executive Director signing a right of way easement with SWEPCO to place an electrical transformer on airport property. Pending approval of both cities governing bodies.

Adopted this 26th day of September 2024

ATTEST



Ferdinand P Mehrlich III, Director

SIGNED



Airport Authority Chair

