



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Agenda - Monday, March 20, 2023 - 6:00 PM

Call to Order

Roll Call

Invocation given by Director Ulysses Brewer

Pledge of Allegiance given by Animal Care and Adoption Center Director Lenor Teague

CITIZEN COMMUNICATION

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

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. The Board of Directors cannot respond to citizens' concerns during this time.

Be respectful of the Board of Directors, city staff, and the public by refraining from abusive conduct, personal charges, or verbal attacks.

PRESENTATION(S)

1. Comprehensive Plan presentation given by Juliet Richey with Garver. (Admin)

CONSENT

2. Approval of the minutes of the regular meeting March 6, 2023. (CCD) City Clerk Heather Soyars
3. Adopt a Resolution approving the Legal Services Agreement with City Attorney Joshua Potter. (BOD) Mayor Allen Brown

REGULAR

4. Adopt a Resolution authorizing the City Manager to enter into an engineering contract with A.L. Franks Engineering, Inc., for the road improvement design of County Avenue. (PWD) Public Works Director Tyler Richards

5. Adopt a Resolution authorizing the City Manager to enter into a construction contract with Francis Excavating, LLC., for rehabilitation projects on Sanderson Lane, Jefferson Avenue, Stallion Drive, and Boyd Road. (PWD) Public Works Director Tyler Richards
6. Adopt a Resolution directing the City Manager to enter into an agreement with Crossties. (ADMIN) City Manager E. Jay Ellington
7. Adopt a Resolution directing the City Manager to enter into an agreement with 1894, LLC., and Heritage, Heart & Arts. (ADMIN) City Manager E. Jay Ellington
8. Adopt an Ordinance to delete obsolete Ordinance No. L-227. (**This item was TABLED 03/06/2023**) (PWD-Planning) City Planner Mary Beck
9. Adopt an Ordinance amending Chapter 24 – Subdivisions of the *City of Texarkana, Arkansas Code of Ordinances*, to set limits on road guarantee renewals. (**This item was TABLED 03/06/2023**) (PWD-Planning) City Planner Mary Beck
10. Adopt an Ordinance authorizing the City Manager to purchase desktop computers, laptop computers, and their necessary accessories to be utilized by various departments of the City of Texarkana Arkansas. (TWU-IT) Information Technology Director Brandon Uselton

An emergency clause is requested. 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.

BOARD OF DIRECTORS' COMMENTARY

CITY MANAGER REPORT

EXECUTIVE SESSION

NEXT MEETING DATE: Monday, April 3, 2023

ADJOURN

2023 City Calendar

Bike Night/Fundraiser – Thursday, March 23rd – 5PM – 2AM
Texarkana TOGA – 525 E. Broad Street - April 13th – 16th – 6AM – 2PM
Centennial Time Capsule/Sesquicentennial Festival – Downtown – April 14th – 15th
Penni's Purpose - Saturday, April 15th - 10AM - 8PM
Cinco De Mayo - Saturday, May 6th - 4PM - 2AM
Be Like CJ 5K - Saturday, May 20th - 7:30AM - 10:30PM
Sesquicentennial Ball – July 8th
Founders' Week Celebration – December 4th – 10th

Texarkana Rec Center Calendar

Ageless Grace - Mondays – 2PM – 3PM
Gym Open - Mondays, Wednesdays & Fridays – 8AM - 7PM & Saturdays - 8AM – Noon
Dance Fitness - Tuesdays - 6PM & Saturdays - 11AM



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE:	Approval of the minutes of the regular meeting March 6, 2023. (CCD) City Clerk Heather Soyars
AGENDA DATE:	March 20, 2023
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, March 06, 2023 - 6:00 PM

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

PRESENT: Mayor Allen Brown, Assistant Mayor Ward 1 Terry Roberts, Ward 2 Director Laney Harris, Ward 3 Director Steven Hollibush, Ward 4 Director Ulysses Brewer, Ward 5 Director Danny Jewell, and Ward 6 Director Jeff Hart.

ALSO PRESENT: City Manager Jay Ellington, Interim City Attorney Joshua Potter, City Clerk Heather Soyars and Deputy City Clerk Jenny Narens.

Invocation given by Mayor Allen Brown.

Pledge of Allegiance led by TWU Executive Director Gary Smith.

Mayor Brown said he was instructed by the Interim City Attorney Item 4. Public Hearing concerning a Resolution of support for a request to be made to the Arkansas Highway Department (ARDOT) asking that the Highway 71S viaduct be named the Reverend Londell Williams Overpass, would be tabled tonight due to another request to consider an additional name.

CITIZEN COMMUNICATION

No one came forward.

PRESENTATION(S)

1. Presentation of the City of Texarkana, Arkansas Employee Service Awards. (ADMIN)
2. Presentation of the proposed Municipal Auditorium HVAC System. (Admin) City Manager E. Jay Ellington

PUBLIC HEARING

3. Public Hearing concerning an Ordinance to rename a section of right of way that was cut off by Interstate 49 from Preston Street to Magee Drive. (Ward 3) (PWD-Planning) City Planner Mary Beck

NO ACTION to be taken by the Board of Directors at this meeting.

This ordinance would be presented to the Board of Directors as an ACTION ITEM on March 20, 2023.

Mayor Brown opened the Public Hearing.

City Planner Mary Beck gave a brief presentation regarding the renaming of the road.

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

No one came forward.

Mayor Brown closed the Public Hearing.

4. ***TABLED*** Public Hearing concerning a Resolution of support for a request to be made to the Arkansas Highway Department (ARDOT) asking that the Highway 71S viaduct be named the Reverend Londell Williams Overpass. (PWD-Planning) City Planner Mary Beck

NO ACTION to be taken by the Board of Directors at this meeting.

This resolution would be presented to the Board of Directors as an ACTION ITEM on March 20, 2023.

CONSENT

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

5. Approval of the minutes of the rescheduled regular meeting February 21, 2023. (CCD) City Clerk Heather Soyars
6. Resolution No. 2023-16 approved the reimbursement of \$14,000.00 to the Texarkana Regional Airport from American Rescue Act Funds. (FIN) Finance Director TyRhonda Henderson
7. Resolution No. 2023-17 authorized the City Manager to purchase one (1) M2-106 Freightliner Conventional Cab. (TWU) Executive Director Gary Smith
8. Resolution No. 2023-18 authorized the City Manager to enter into a contract with Plummer Associates, Inc., to develop a Master Plan of the water distribution system serving the Cities of Texarkana, Arkansas, and Texarkana, Texas. (TWU) Executive Director Gary Smith

REGULAR

9. Resolution No. 2023-19 accepted the 2022 Public Facilities Board Annual Report. (Admin) City Manager E. Jay Ellington

After a brief discussion, the motion to adopt the resolution made by Director Hart, Seconded by Director Brewer.

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

The motion carried 7-0 and the Mayor declared the resolution adopted.

10. Ordinance No. 8-2023 authorized the City Manager to enter into a contract with Springbrook Software for the purchase of financial software. (TWU) Executive Director Gary Smith

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

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

The motion carried 7-0 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, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 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 Assistant Mayor Roberts.

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

The motion carried 7-0 and the ordinance was read the third time in abbreviated form.

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

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

No one came forward.

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

The motion carried 7-0 and the Mayor declared the ordinance adopted.

An emergency clause is requested. 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.

Motion to enact the emergency clause made by Director Hart, Seconded by Assistant Mayor Roberts.

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

No one came forward.

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

The motion carried 7-0 and the Mayor declared the emergency clause enacted.

11. ***TABLED*** Adopt an Ordinance amending Chapter 24 – Subdivisions of the *City of Texarkana, Arkansas Code of Ordinances*, to delete Ordinance No. L-227 permanently and set limits on road guarantee renewals. (PWD-Planning) City Planner Mary Beck

After a brief discussion, the motion to table the ordinance made by Director Harris, Seconded by Director Jewell.

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

The motion carried 7-0 and the Mayor declared the ordinance tabled.

12. Ordinance No. 9-2023 rezoned a tract of land located at 4000 E. 9th Street, from R-2 Single-family residential to C-3 Open display commercial zoning in order to build a retail business. (Ward 3) (PWD-Planning) City Planner Mary Beck

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 Harris.

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

The motion carried 7-0 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, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 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 Assistant Mayor Roberts, Seconded by Director Harris.

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

The motion carried 7-0 and the ordinance was read the third time in abbreviated form.

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

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

No one came forward.

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

The motion carried 7-0 and the Mayor declared the ordinance adopted.

BOARD OF DIRECTORS' COMMENTARY

Director Harris asked when the City would get more asphalt for potholes. He also wanted to know if the street sweeper worked.

Director Hollibush said last Thursday night there was a community meeting regarding Tri-State Iron and Metal, and it was a huge success.

CITY MANAGER REPORT

City Manager E. Jay Ellington gave the following report:

- He said he continued to work on his project list.

- He said he was having a series of exit interviews with the staff as well as the Board.
- He was working on a letter to give to the employees regarding the City's health benefits.
- He stated his last day in the office would be March 21, 2023.

EXECUTIVE SESSION

The Board of Directors entered Executive Session at 6:41 PM.

The Mayor reconvened the meeting at 7:07 PM, and the following action was taken:

Motion to appoint Joshua Potter as the new City Attorney made by Assistant Mayor Roberts, Seconded by Director Hart.

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

The motion carried 7-0 and the Mayor declared the resolution adopted.

NEXT MEETING DATE: Monday, March 20, 2023

ADJOURN

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

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

The motion carried 7-0 and the meeting adjourned at 7:09 PM.

APPROVED this the 20th day of March 2023.

Allen L. Brown, Mayor

Jenny Narens, Deputy City Clerk



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Adopt a Resolution approving the Legal Services Agreement with City Attorney Joshua Potter. (BOD) Mayor Allen Brown
AGENDA DATE:	March 20, 2023
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
DEPARTMENT:	Board of Directors
PREPARED BY:	Heather Soyars

REQUEST:	Approve legal services agreement with City Attorney Joshua Potter.
EMERGENCY CLAUSE:	N/A

SUMMARY:	Joshua Potter has been Interim City Attorney since February 1, 2023 and was appointed City Attorney at the March 6, 2023 Board of Directors' meeting.
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EXPENSE REQUIRED:	EnterText
AMOUNT BUDGETED:	EnterText
APPROPRIATION REQUIRED:	EnterText

RECOMMENDED ACTION:	The City Manager and staff recommend approval.
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EXHIBITS:	Resolution, Request for Proposals, Legal Services Agreement
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RESOLUTION NO. _____

WHEREAS, pursuant to the provisions of Arkansas Code Annotated § 19-11-803, 804, and 805, the City of Texarkana, Arkansas, has issued a Request for Proposals for Legal Services for the purpose of procuring the professional services of an attorney to serve as General Counsel for the City; and

WHEREAS, a copy of the above-referenced Request for Proposals for Legal Services is attached hereto and made a part hereof; and

WHEREAS, Joshua L. Potter, of the Law Firm Potter & Marks, P.L.L.C. was appointed interim City Attorney on February 6, 2023, and Mr. Potter has applied for the position of General Counsel for the City by submitting his proposal for legal services; and

WHEREAS, on March 6, 2023, the City Board of Directors voted unanimously to retain Joshua L. Potter as its General Counsel; and

WHEREAS, an authorized representative of the City Board of Directors has negotiated with Mr. Potter with respect to his performance of the duties of General Counsel which duties are set forth in the attached Request for Proposal for Legal Services; and

WHEREAS, an authorized representative of the City Board of Directors and Mr. Potter have reached a satisfactory Legal Services Agreement under which Mr. Potter has agreed to serve as General Counsel for the City for a monthly fee of \$6,667.00 to be paid by the City; and

WHEREAS, the Legal Services Agreement will begin April 1, 2023;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that Joshua L. Potter, of the Law Firm Potter & Marks, P.L.L.C. be and is hereby selected to serve as General Counsel for the City for a monthly fee of \$6,667.00 effective April 1, 2023.

PASSED AND APPROVED this 20th day of March, 2023.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney

LEGAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Texarkana, Arkansas, herein referred to as “the City”, and Joshua Potter, Attorney at Law, 117 East Broad Street, Texarkana, Arkansas 71854, herein referred as “Potter”, as follows:

- 1) Potter agrees to provide legal services required by the City of Texarkana, Arkansas, including the following:
 - a) Provide legal services on a day-to-day basis to the elected and appointed officials of the City on all legal matters related to the successful operation of municipal government except legal services otherwise provided pursuant to any policies of insurance carried from time to time by the City, or municipal bond attorneys required in connection with City bond issues and operation of district court and appeals therefrom;
 - b) Attend and provide legal counsel and direction at all City Board of Directors’ meetings, and when requested by the Mayor or Board of Directors, City Manager staff meetings and other City meetings when required by the Mayor;
 - c) Provide litigation services for the City, filing and defending cases for the City in court or before administrative tribunals;
 - d) Develop all Ordinances and Resolutions required for each Board of Directors’ meeting; and
 - e) Provide secretarial support, stationary supplies, and all lawbooks and materials necessary to meet the City’s legal needs.

- 2) Potter will be responsible for legal services to the City and will carry the title “City General Counsel.” Potter will attend City Board of Directors’ meetings, but in the event of his absence, Potter will arrange to have a suitable replacement in attendance, it being understood that the City Prosecuting Attorney will perform replacement services upon reasonable and timely request.

- 3) Potter will perform all such legal services for the sum of \$_____ per month, or such other sum as may be mutually agreed upon by the parties and approved by resolution of the City Board. Such monthly payments will be made by the City to Potter between the first and tenth of each month following the performance of such services.
- 4) Should the City be involved in litigation in which the court directs that the opposing party pay attorney's fees and cost to the City as the prevailing party in such litigation, the City, after collecting such sum and deducting all expended court costs and other litigation expenses except the monthly fees paid to Potter, will pay to Potter and remaining attorney's fees as extra compensation for the extra work and successful performance of Potter in such litigation.
- 5) Potter will make no charges for any legal services except for the services provided for in Paragraphs 3) and 4) above; however, the City will pay or reimburse Potter for court costs, deposition costs, travel expenses, copy expenses, long-distance telephone calls, and other charges on City legal matters which extend beyond the ordinary office expenses of Potter.
- 6) This Agreement shall continue until terminated by either the City or Potter. It is agreed that, pursuant to the Arkansas Rules of Professional Conduct and the rules and decisions of the Arkansas Supreme Court regarding the attorney-client relationship, the Legal Services Agreement may be terminated by the city at any time, with or without cause, with the City to pay only for legal services performed up to the date of the termination of such relationship.
- 7) Potter agrees that he will handle all legal services and all litigation for the City (except matters involving municipal bond issues which are to be handled by the City's municipal bond attorneys or matters for which counsel is provided pursuant

to applicable policy of insurance or the like) without the employment of any outside attorney unless there is a conflict of interest which cannot be resolved and which, under the Arkansas Rules of Professional conduct and the rules and decisions of the Arkansas Supreme Court, Potter is prohibited from representing the City. It is expected that any such disqualification of Potter will rarely, if ever, occur; however, if such conflict of interest does occur, Potter will assist the Board of Directors in obtaining independent outside counsel at a reasonable rate to handle such matter for which the firm is disqualified.

PASSED AND APPROVED this 20th day of March, 2023.

JOSHUA POTTER
117 East Broad Street
Texarkana, Arkansas 71854

THE CITY OF TEXARKANA, ARKANSAS
216 Walnut Street
Texarkana, Arkansas 71854

Joshua Potter

Allen Brown, Mayor

ATTEST:

Heather Soyars, City Clerk



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE:	Adopt a Resolution authorizing the City Manager to enter into an engineering contract with A.L. Franks Engineering, Inc., for the road improvement design of County Avenue. (PWD) Public Works Director Tyler Richards
AGENDA DATE:	03/20/2023
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
DEPARTMENT:	Public Works Department
PREPARED BY:	Tracie Lee, Assistant Public Works Director

REQUEST:	To Award an Engineering Contract to A.L. Franks Engineering, Inc., for the design of County Avenue Road Improvements.
EMERGENCY CLAUSE:	N/A

SUMMARY:	<p>The City allocated funding in the FY2023 Budget for improvements to County Avenue. In order to put the project out to bid a design a bid book is needed.</p> <p>The City submitted a RFQ in June 2022, for engineers, architects and surveyors. A.L. Franks Engineering, Inc., was selected as a qualified engineer for City projects based on their qualifications and extensive work history with the City.</p> <p>A.L. Franks Engineering, Inc., submitted their design fee proposal for these projects in the amount of \$47,440.00.</p>
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EXPENSE REQUIRED:	\$47,440.00
AMOUNT BUDGETED:	\$750,000.00 (Public Works Budget Dept. 149)
APPROPRIATION REQUIRED:	\$0.00

RECOMMENDED ACTION:	City Manager and staff recommend approval of the engineering contract to A.L. Franks Engineering, Inc.
EXHIBITS:	Resolution, County Ave Photo, and Street Projects Fee Schedule

RESOLUTION NO. _____

WHEREAS, the City of Texarkana, Arkansas, issued a Request for Qualifications in June 2022, for engineers, architects, and surveyors to provide engineering services for road improvements to County Avenue; and

WHEREAS, A.L. Franks Engineering, Inc., submitted their design fee proposal for the project in the amount of \$47,440.00; and

WHEREAS, A.L. Franks Engineering, Inc., was selected as the best suited candidate based on their qualifications and extensive work history with the City; and

WHEREAS, funds are budgeted and available; and

WHEREAS, the City Manager and staff recommend approval;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is hereby authorized to enter into an engineering contract with A.L. Franks Engineering, Inc., for the road improvement design of County Avenue in the amount of \$47,440.00.

PASSED AND APPROVED this 20th day of March, 2023.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney



South Bound Lane just south of E 43rd Street, severe rutting and failure of pavement



Typical Section of County, Concrete Curb and Asphalt Pavement, patching has been performed numerous times.



Southbound Lane south of 43rd Street has severe rutting and failure for a considerable distance.



Northbound Lane near the Wal-Mart has vegetation, accumulation of sediment. Asphalt pavement in this area does not show rutting but rather normal cracking for the age of the pavement.

WORK ORDER FOR PROFESSIONAL SERVICES

CITY OF TEXARKANA, ARKANSAS

W. O. TXK-01-23

This will constitute authorization by City of Texarkana, Arkansas (Owner) for A.L. Franks Engineering, Inc. (Engineer) to proceed with the following described "Project":

Provide Engineering Services for the scope of work described as follows:

Street pavement rehabilitation to include stabilization, asphalt paving, miscellaneous drainage improvements, and other various items.

A preliminary construction budget itemized per the street schedule is as follows:

A) County Avenue (AR Blvd to Realtor Ave) - \$518,000

Engineering services shall include the following scope of work:

1. Prepare Plans and Specifications for Improvements and obtain necessary approval by the City.
2. Design shall include review of existing street conditions, pavement failures, drainage problems and shall include detailed recommendations for repair.
3. Coordination with Testing laboratory for analysis of existing subgrade, and pavement structure.
4. Topographic surveying to include field mapping of street, drainage structures, visible utilities, driveways, fences, etc. Boundary monuments will be included where visible.
5. The Plans and Specifications will be provided for bidding purposes to include typical contract documents, bonding requirements, and all material and work specifications in accordance with city standards.

The above described services are to be performed in accordance with the basic Agreement covering such engineering services by and between City of Texarkana,

Arkansas (Owner) and A.L. Franks Engineering, Inc. (Engineer) dated September 6, 2016.

For performing the services described, the Engineer is to be paid based on percent complete with a maximum not to exceed amount of \$47,440 as indicated as follows:

Pavement Cores & Testing (By Testing Lab)	\$4,000.00
Topographic Survey	\$2,000.00
Preparation of Plans and Specifications	\$41,440.00
Bid Phase Engineering & Contract Completion	\$4,000.00

Partial payment for services shall be made monthly, as evidenced by monthly statements submitted by the Engineer and approved by the Owner.

Items not included in the scope of work include easement acquisition, boundary surveys, environmental investigation, and floodplain permitting.

Construction management and inspection services are not included but can be added if desired. The period of time estimated for completing the above described services through Bid Phase Engineering shall be SIXTY (60) calendar days.

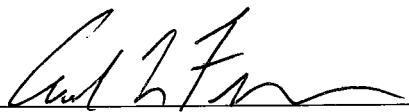
APPROVED:

ACCEPTED:

CITY OF TEXARKANA, ARKANSAS

A.L FRANKS ENGINEERING, INC.

By: _____

By:  _____

City Manager

Anthony L. (Andy) Franks, P.E.
President

ATTEST:

ATTEST:

 _____

DATE: _____

DATE: 2/6/2023

**Texarkana, Arkansas
2023 Street Rehabilitation
County Ave**

Engineer's Estimate

ITEM	DESCRIPTION	QUANTITY	UNIT	ESTIMATED COST	
				UNIT PRICE	PRICE
A	County Ave (E 42nd St to Realtor Ave)(Poor Condition)(2,000 LF)				
1	ROW Preparation / Tree Removal	1	LS	\$ 2,000.00	\$ 2,000.00
2	ACHM Milling (2")	6450	SY	\$ 8.00	\$ 51,600.00
3	Cement Stabilization of existing road base (8" depth at 40 lb/sy)	6450	SY	\$ 18.00	\$ 116,100.00
4	ACHM 2" Surface & Prime Coat	6450	SY	\$ 21.00	\$ 135,450.00
5	Subsurface Drainage	800	LF	\$ 20.00	\$ 16,000.00
6	Subgrade Replacement (18" Depth with Select Fill/Geogrid)	1600	SY	\$ 30.00	\$ 48,000.00
7	Testing allowance	1	LS	\$ 4,500.00	\$ 4,500.00
				SubTotal	\$ 320,050.00
B	County Ave (E 42nd St to Arkansas Blvd)(Fair Condition)(1,460 LF)				
8	ROW Preparation / Tree & Vegetation Removal	1	LS	\$ 15,000.00	\$ 15,000.00
9	ACHM Milling (2")	4710	SY	\$ 8.00	\$ 37,680.00
10	ACHM 2" Surface & Prime Coat	4710	SY	\$ 21.00	\$ 98,910.00
11	Storm Drainage Improvements	1	LS	\$ 20,000.00	\$ 20,000.00
12	Subgrade Replacement (18" Depth with Select Fill/Geogrid)	400	SY	\$ 35.00	\$ 14,000.00
13	Testing allowance	1	LS	\$ 2,500.00	\$ 2,500.00
				SubTotal	\$ 173,090.00
	5% Contingency				\$ 24,657.00
	PRELIMINARY CONSTRUCTION BUDGET TOTAL				\$ 517,797.00



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the City Manager to enter into a construction contract with Francis Excavating, LLC., for rehabilitation projects on Sanderson Lane, Jefferson Avenue, Stallion Drive, and Boyd Road. (PWD) Public Works Director Tyler Richards

AGENDA DATE: March 20, 2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Public Works Department

PREPARED BY: Tracie Lee, Assistant Public Works Director

REQUEST: Adopt a Resolution to Enter into a Construction Contract with Francis Excavating, LLC for Sanderson Ln, Jefferson Ave, Stallion Dr and Boyd Rd Rehabilitation Projects.

EMERGENCY CLAUSE: N/A

SUMMARY: A resolution to award the construction contract to Francis Excavating, LLC., in the amount of one million, one hundred thirty-seven thousand, three hundred thirty-three dollars and sixty-six cents (\$1,137,333.66) for rehabilitation projects on Sanderson Lane, Jefferson Avenue, Stallion Drive, and Boyd Road.

The City solicited sealed bids on February 12th and February 19th, 2023. On Tuesday March 7, 2023, a bid opening was conducted at City Hall for the projects listed above. Three qualified bids were received that met the bidding requirements as listed below.

Francis Excavating, LLC	\$1,137,333.66
Contech Contractors Inc	\$1,359,584.11
Tatum Excavating Company, Inc.	\$1,359,400.00

A.L. Franks Engineering, Inc., reviewed the bids and found no errors in the submission. The low bid by Francis Excavating, LLC., was accepted by the Public Works Director to be submitted to the Board of Directors for approval.

Francis Excavating, LLC., is licensed in the State of Arkansas and located in Nash, Texas. Francis Excavating, LLC., is very experienced and capable to complete the project.

Award of this contract to Francis Excavating, LLC., meets all bidding requirements. Funds were budgeted and available.

EXPENSE REQUIRED:	\$1,137,333.66
AMOUNT BUDGETED:	\$1,400,000.00 (ARPA Funds)
APPROPRIATION REQUIRED:	\$0.00
RECOMMENDED ACTION:	City Manager and staff recommend board approval.
EXHIBITS:	Resolution, Bid Ads, Bid Tab & Engineer's Recommendation.

RESOLUTION NO. _____

WHEREAS, after advertisement a low bid in the amount of \$1,137,333.66 was submitted by Francis Excavating, L.L.C., for the Sanderson Lane, Jefferson Avenue, Stallion Drive, and Boyd Road Rehabilitation Projects; and

WHEREAS, said low bid is within the amount budgeted and is available; and

WHEREAS, the City Manager and staff recommend approval;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is hereby authorized to enter into a contract with Francis Excavating, L.L.C., for the purposes and in the amount set forth above.

PASSED AND APPROVED this 20th day of March, 2023.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney



118 East Broad Street
Texarkana, AR 71854
PHONE 870.216.1906 • FAX 870.216.1907

March 7, 2023

Allen Brown, Mayor
City of Texarkana, Arkansas
216 Walnut Street
Texarkana, Arkansas 71854

RE: Street Rehabilitation – Sanderson Lane, Jefferson Ave, Stallion Dr, Boyd Rd
Bid Recommendation

Dear Mayor Brown:

On Tuesday March 7th, 2023 a public bid opening was conducted at City Hall for the referenced project. Three qualified bids were received that met the bidding requirements. We have reviewed the bids and found no errors in the submission. The low bid by Francis Excavating, LLC is within the construction budget of \$1.4 million. A bid tabulation is further provided of the three low bids and summarized below:

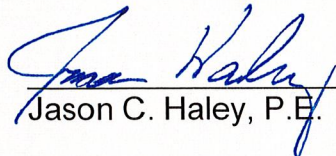
Francis Excavating	\$1,137,333.66
Contech Contractors	\$1,359,584.11
TEC, Inc.	\$1,395,400.00

Francis Excavating is licensed in the State of Arkansas and is located in Nash, Texas. Francis has completed numerous projects of this type in the past and is capable to complete the project. We recommend award of the street rehabilitation project to Francis Excavating, LLC in the amount of One million, one hundred thirty-seven thousand, three hundred thirty-three dollars and sixty-six cents (\$1,137,333.66).

If you have any questions or require additional information, please contact me.

Sincerely,

A. L. FRANKS ENGINEERING, INC.



Jason C. Haley, P.E.

CC: Tyler Richards, P.E., Public Works Director

CITY OF TEXARKANA, ARKANSAS
 2023 STREET REHABILITATION
 BID DATE: MARCH 7, 2023
 BID TABULATION

ITEM	QTY	UNIT	DESCRIPTION	FRANCIS EXCAVATING,		CONTECH CONTRACTORS, INC		TEC, INC	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	11120	SY	Perform pulverizing of existing asphalt surface And base to a depth of 8-inches, Furnish & Install Cement and Mixing of existing base at a rate of 40 pounds per square yard. To include all labor and Equipment needed for mixing, watering, compaction, shaping	\$ 12.88	\$ 143,225.60	\$ 15.26	\$ 169,691.20	\$ 14.50	\$ 161,240.00
2	9240	SY	Provide and Install ACHM Surface Mix(2" compacted depth) including prime coat All labor and equipment	\$ 16.54	\$ 152,829.60	\$ 16.93	\$ 156,433.20	\$ 16.50	\$ 152,460.00
3	600	SY	Perform installation of SOD upon completion of Ditchline grading	\$ 7.50	\$ 4,500.00	\$ 8.05	\$ 4,830.00	\$ 7.00	\$ 4,200.00
4	1840	LF	Perform fine grading of ditchline to ensure positive Drainage and remove excess silt	\$ 5.50	\$ 10,120.00	\$ 8.88	\$ 16,339.20	\$ 12.70	\$ 23,368.00
5	1	LS	Perform Testing of materials, compaction, Or other items requested by the Engineer And performed by an approved laboratory With a project allowance of \$3,500	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
6	34	LF	Provide and Install 60" HDPE (ADS HP Storm pipe) (street crossing) to include removal of existing Culvert, excavation, materials, gravel driveway base, all labor and equipment	\$ 331.79	\$ 11,280.86	\$ 337.44	\$ 11,472.96	\$ 379.00	\$ 12,886.00
7	22	LF	Provide and Install 15" HDPE (N-12 dual wall pipe) (driveway crossing) to include removal of existing Culvert, excavation, materials, backfill, all labor and equipment	\$ 60.65	\$ 1,334.30	\$ 66.82	\$ 1,470.04	\$ 172.00	\$ 3,784.00
8	44	LF	Provide and Install 18" HDPE (N-12 dual wall pipe) (driveway crossing) to include removal of existing Culvert, excavation, materials, backfill, all labor and equipment	\$ 54.13	\$ 2,381.72	\$ 74.04	\$ 3,257.76	\$ 172.00	\$ 7,568.00
9	772	SY	Provide and Install 8" reinforced concrete pavement to include fine grading, removal of excess material, subgrade compaction, materials, backfill, all labor and equipment	\$ 76.80	\$ 59,289.60	\$ 75.06	\$ 57,946.32	\$ 88.00	\$ 67,936.00
10	200	SY	Provide and Install 18" thickness of select fill for replacement of street subgrade to include removal of existing material, compaction of new material, labor, and equipment as directed by the owner	\$ 16.00	\$ 3,200.00	\$ 26.64	\$ 5,328.00	\$ 63.00	\$ 12,600.00

CITY OF TEXARKANA, ARKANSAS
 2023 STREET REHABILITATION
 BID DATE: MARCH 7, 2023
BID TABULATION

ITEM	QTY	UNIT	DESCRIPTION	FRANCIS EXCAVATING,		CONTECH CONTRACTORS, INC		TEC, INC	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
22	17915	SY	Perform pulverizing of existing asphalt surface And base to a depth of 8-inches, Furnish & Install Cement and Mixing of existing base at a rate of 40 pounds per square yard. To include all labor and	\$ 9.08	\$ 162,668.20	\$ 15.26	\$ 273,382.90	\$ 14.50	\$ 259,767.50
23	15968	SY	Provide and Install ACHM Surface Mix (2" compacted depth) including prime coat All labor and equipment	\$ 16.54	\$ 264,110.72	\$ 16.82	\$ 268,581.76	\$ 16.50	\$ 263,472.00
24	3107	LF	Perform fine grading of ditchline to ensure positive Drainage and remove excess silt as noted in the plans for the unit price of	\$ 5.50	\$ 17,088.50	\$ 9.44	\$ 29,330.08	\$ 12.70	\$ 39,458.90
25	1	LS	Perform Testing of materials, compaction, Other items requested by the Engineer and performed by an approved laboratory with a project allowance of \$4,000	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
26	1	LS	Prepare ROW to include TREE REMOVAL, Disposal, and gridding of stump at the locations	\$ 12,500.00	\$ 12,500.00	\$ 33,300.00	\$ 33,300.00	\$ 14,489.10	\$ 14,489.10
27	24	LF	Provide and Install 15" RCP (Class III) (street crossing) to include removal of existing Culvert, excavation, materials, backfill, all labor and equipment	\$ 74.14	\$ 1,779.36	\$ 119.88	\$ 2,877.12	\$ 175.00	\$ 4,200.00
28	112	LF	Provide and Install 24" HDPE (N-12 dual wall pipe) (driveway crossing) to include removal of existing Culvert, excavation, materials, backfill, all labor and equipment	\$ 61.58	\$ 6,896.96	\$ 102.12	\$ 11,437.44	\$ 190.00	\$ 21,280.00
29	24	LF	Provide and Install 18" HDPE (N-12 dual wall pipe) (driveway crossing) to include removal of existing Culvert, excavation, materials, backfill, all labor and equipment	\$ 47.79	\$ 1,146.96	\$ 74.04	\$ 1,776.96	\$ 179.00	\$ 4,296.00
30	60	LF	Provide and Install 30" HDPP (ADS HP Storm pipe) (driveway crossing) to include removal of existing Culvert, excavation, materials, backfill, all labor and equipment	\$ 106.41	\$ 6,384.60	\$ 164.84	\$ 9,890.40	\$ 213.00	\$ 12,780.00

CITY OF TEXARKANA, ARKANSAS
 2023 STREET REHABILITATION
 BID DATE: MARCH 7, 2023
BID TABULATION

ITEM	QTY	UNIT	DESCRIPTION	FRANCIS EXCAVATING, INC		CONTECH CONTRACTORS, INC		TEC, INC	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
31	200	SY	Provide and Install 18" thickness of select fill for replacement of street subgrade to include removal of existing material, compaction of new material, labor, and equipment as directed by the owner	\$ 16.00	\$ 3,200.00	\$ 26.64	\$ 5,328.00	\$ 63.00	\$ 12,600.00
SANDERSON LN. TOTAL OF ITEMS (1-12)				\$ 425,206.68		\$ 462,874.93		\$ 493,617.00	
JEFFERSON AVE. TOTAL OF ITEMS (13-18)				\$ 167,985.90		\$ 169,181.12		\$ 159,340.00	
STALLION DR. TOTAL OF ITEMS (19-21)				\$ 64,365.78		\$ 87,623.40		\$ 106,099.50	
BOYD RD. TOTAL OF ITEMS (22-31)				\$ 479,775.30		\$ 639,904.66		\$ 636,343.50	
TOTAL OF ALL ITEMS (1-31)				\$ 1,137,333.66		\$ 1,359,584.11		\$ 1,395,400.00	


 JASON HALEY, P.E. PROJECT ENGINEER

*Note correction made by A.L. Franks Engineering

BID OPENING SHEET

JOB NAME:

*City of Texarkana, Arkansas
Street Rehab – Jefferson, Stallion, Boyd, & Sanderson*

Bid Date and Time:

Tuesday March 7, 2023 2:00PM

Tatum Excavating Company, Inc.
Ross Sarine
2416 S Lake Dr
Texarkana, TX 75501
ross@tatumexcavating.com

Total Sanderson (1-12) \$ _____
Total Jefferson (13-18) \$ _____
Total Stallion (19-21) \$ _____
Total Boyd (22-31) \$ _____
Total Base (1-31) \$ 1,395,400.⁰⁰

Francis Excavating
Greg Francis
PO Box 1009
Nash, Texas
greg@francisexcavating.com

Total Sanderson (1-12) \$ _____
Total Jefferson (13-18) \$ _____
Total Stallion (19-21) \$ _____
Total Boyd (22-31) \$ _____
Total Base (1-31) \$ 1,137,333.⁰⁰

Contech Contractors, Inc.
William Douglas
PO Box 5830
Texarkana
wb@contechcontractorsinc.com

Total Sanderson (1-12) \$ _____
Total Jefferson (13-18) \$ _____
Total Stallion (19-21) \$ _____
Total Boyd (22-31) \$ _____
Total Base (1-31) \$ 1,359,584.⁰⁰

HV Caver, Inc.
Scott Caver
PO Box 1124
Atlanta, Texas 75551
scott@hvcaver.com

Total Sanderson (1-12) \$ _____
Total Jefferson (13-18) \$ _____
Total Stallion (19-21) \$ _____
Total Boyd (22-31) \$ _____
Total Base (1-31) \$ _____

SIGN-IN SHEET

JOB NAME: Street Rehab – Jefferson, Stallion, Boyd, & Sanderson
City of Texarkana, Arkansas

DATE: March 7, 2023 2:00PM

Name	Company
Caleb Young	TEC, Inc.
Tom Hardy	A.L. Franks
William B. Dyl	Conkch
Bill Warren	Francis Excavating
Trevor Richards	CITY OF TXK, AR





CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Adopt a Resolution directing the City Manager to enter into an agreement with Crossties. (ADMIN) City Manager E. Jay Ellington
AGENDA DATE:	March 20, 2023
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
DEPARTMENT:	Administration
PREPARED BY:	Heather Soyars
REQUEST:	Enter into an agreement with Crossties.
EMERGENCY CLAUSE:	N/A
SUMMARY:	Enter into an agreement with Crossties.
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	The City Manager and staff recommend approval.
EXHIBITS:	Resolution and agreement.

RESOLUTION NO. _____

WHEREAS, the City of Texarkana, Arkansas, (The City) wishes to create an event venue inside Front Street Plaza Park for the enjoyment and benefit to its citizens; and

WHEREAS, Crossties, LLC., and Crossties of Texarkana, Inc., (Crossties) own property inside Front Street Plaza Park; and

WHEREAS, it is the desire of The City to enter into an agreement with Crossties to create an event venue consisting of Crossties properties and City properties; and

WHEREAS, the agreement between Crossties and The City provides for Crossties to allow The City unlimited use of its vacant lot behind the Crossties Indoor Event Venue and The City will allow Crossties to sell alcoholic beverages within the Front Street Plaza Park designated areas, in exchange for paying to The City 15% of total gross sales of all alcoholic beverages, among other terms and conditions; and

WHEREAS, the City Manager and staff recommend approval;

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 an agreement with Crossties for the purposes proposed and the terms contained in the attached agreement.

PASSED AND APPROVED this 20th day of March, 2023.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney

AGREEMENT

BETWEEN:

City of Texarkana, Arkansas, 216 Walnut Street, Texarkana, Arkansas, 71854, USA
(Hereby referred to as “The City”)

-AND-

Crossties, LLC., 324 East Broad Street, Texarkana, Arkansas, 71854, USA, and Crossties
of Texarkana, Inc., 324 East Broad Street, Texarkana, Arkansas 71854
(Hereby collectively referred to as “Crossties”)

DEFINITIONS:

“**The City**”, also referred to as Lessee – The City of Texarkana, Arkansas, 216 Walnut Street, Texarkana, Arkansas, 71854, USA

“**Crossties**”, also referred to as Lessor – Crossties, LLC., and Crossties of Texarkana, Inc., 324 East Broad Street, Texarkana, Arkansas, 71854, USA

AREA (A) – Parking area owned by The City and located on Lots 13-24/Block 76 of the ORIGINAL CITY.

AREA (B) – also referred to as “Front Street Plaza Parking Lot” - 1.26 acres of outdoor space located immediately behind the property addressed as 410 & 418 E Broad. Area is described as Lot 1 & 2 SW NE of 30-15S-28W and is bordered on the East and South by Hazel Street and the West by Walnut Street. (See exhibit 4)

AREA (C) - also referred to as “Crossties Indoor Event Venue” - Indoor event venue owned by Crossties and located on Lots 1-6/Block 77 of the ORIGINAL CITY and addressed as 318/324/312 East Broad Street, Texarkana, Arkansas, 71854. (See exhibit 1)

AREA (D) – Outdoor area owned by Crossties and located on Lots 7-12/Block 77 and Lots 17-24/Block 77 of the ORIGINAL CITY. (See exhibit 1)

AREA (E) - also referred to as “The Loading Dock Stage at Front Street Plaza Park” – Performance area located on land leased to The City by Union Pacific Railroad on the south side of Front Street, approximate location across from the southern boundary of Lot 24/Block 76 of the ORIGINAL CITY, the southern boundary of the undeveloped portion of Wood Street and the southern boundary of Lots 13-18/Block 77 of the ORIGINAL CITY. (See exhibit 2)

AREA (F) – Outdoor area owned by The City and located on Lots 13-16/Block 77 of the ORIGINAL CITY. (See exhibit 1)

(FSPP) – also referred to as “Front Street Plaza Park” – An area, fenced, enclosed by buildings, or otherwise delineated, which is bounded as follows and includes but is not limited to AREA (A), AREA (D), AREA (F), and AREA (E) (See exhibit 3):

- a. Point of Beginning: Beginning at the chain link fence on the east side of the Union Pacific entrance on the south side of Front Street across from Lot 19/Block 76 of the ORIGINAL CITY.
- b. Extending north, across Front Street to the mid-point of the southern boundary of Lot 19/Block 76 of the ORIGINAL CITY.
- c. Extending west along the southern boundary of Block 76 of the ORIGINAL CITY to the southwest corner of Lot 13/Block 76 of the ORIGINAL CITY.
- d. Extending north along the western boundary of Lot 13/Block 76 of the ORIGINAL CITY, across the right of way, to the southwest corner of Lot 12/Block 76 of the ORIGINAL CITY.
- e. Extending east along the southern borders of Lots 1-12/Block 76 of the ORIGINAL CITY; on the north side of the right of way dividing Block 76; to the southeast corner of Lot 1/Block 76 of the ORIGINAL CITY.
- f. Extending north along the eastern border of Lot 1/Block 76 of the ORIGINAL CITY to the northeast corner of Lot 1/Block 76 of the ORIGINAL CITY.
- g. Extending east across Wood Street and following along the northern border of Lots 7-12/Block 77 of the ORIGINAL CITY to the northwest corner of Lot 6/Block 77 of the ORIGINAL CITY.
- h. Extending south along the western boundary of Lot 6/Block 77 of the ORIGINAL CITY to the southwest corner of Lot 6/Block 77 of the ORIGINAL CITY.
- i. Extending east along the southern boundary of Lots 1-6/Block 77 of the ORIGINAL CITY to the southeast corner of Lot 1/Block 77 of the ORIGINAL CITY.
- j. Extending south, across the right of way and along the eastern boundary of Lot 24/Block 77 of the ORIGINAL CITY, across Front Street to the chain link fence on the property leased to The City by Union Pacific Railroad.
- k. Extending west along the chain link fence on the property leased to The CITY by Union Pacific Railroad and terminating at the Point of Beginning. (See exhibit 3)

BACKGROUND:

In such that The City wishes to create an event venue in the downtown area which makes use of The Loading Dock Stage on the south side of Front Street on property leased to The City by Union Pacific Railroad and, in that Crossties owns property on the north side of Front Street across from The Loading Dock Stage and, in such that Crossties owns an indoor event venue adjacent to Front Street Plaza Park, it is the desire of The City to enter into an agreement with Crossties to create a downtown event venue consisting of Crossties properties and The City properties, as more particularly described within.

SERVICES PROVIDED:

IN CONSIDERATION OF the matters described above and of the mutual benefits set forth in the Agreement, the Parties agree to provide the following services, products, and considerations:

Crossties agrees to provide to The City:

- a. Notwithstanding anything contained herein to the contrary, unlimited use of AREA (D) anytime and for any purpose The City deems necessary and appropriate at no cost to The City.
- b. 15% of total gross sales of all alcoholic beverages by all Crossties operated or approved concessions located within the confines of AREA (D) and AREA (F) not including alcoholic beverages sold inside AREA (C) during times coinciding with the leasing from The City of any or all of (FSPP) by any entity pursuant to the grant of subparagraph (b) in the paragraph immediately following this paragraph. Payment to be made directly from Crossties to The City.
- c. An accounting of all alcoholic beverage sales by all Crossties operated or approved concessions located within the confines of AREA (D) and AREA (F) not including alcoholic beverages sold inside AREA (C) during times coinciding with the leasing from The City of all or part of (FSPP) by any entity pursuant to the grant of subparagraph (b) in the paragraph immediately following this paragraph no less than 72 hours following the end of the leasing period from The City of said area. Accounting will be provided on a city reporting form.
- d. Payment in full of 15% of total gross sales as stated in subparagraph (b) of this paragraph no later than the 10th working day of the month following the due date of the accounting of said sales as stated in subparagraph (c) of this paragraph.
- e. Use of a furnished "green room" inside the Crossties Indoor Event Venue, AREA (C), for all performances at AREA (E), regardless of the sponsor, at a cost of \$200/event payable by The City. Availability of the "green room" shall coincide with the leasing times from The City of AREA (E).
- f. Current and appropriate State of Arkansas beverage, alcohol, sales, and food permits for each vendor operating on AREA (D) and AREA (F) dependent on the nature of the product being provided and/or sold.
- g. The right to approve all food and beverage concessions and merchandise vendors on AREA (D) and AREA (F).

The City agrees to provide to Crossties:

- a. Subject to availability and any other applicable law, rule, regulation or policy, leasing of AREA (E) and/or (FSPP) at a discounted rate equal to 80% of The City's then published lease rate.
- b. Right of first refusal for all alcoholic beverage sales on AREA (D) and AREA (F) during times coinciding with the leasing from The City of all or part of (FSPP) by any entity which is agreeable to the sale of alcoholic beverages during the period

of time that entity has contracted for lease from The City of said area. In the event an entity who has contracted for lease from The City of all or part of (FSPP) does not wish to have alcoholic beverages available, Crossties agrees to withhold the sale of alcoholic beverages within the confines of AREA (D) and AREA (F) during the times coinciding with the lease from The City of said area. This subparagraph does not pertain to the developed and undeveloped portions of Wood Street which will remain under the exclusive control of The City. The City shall approve all alcoholic beverage vendors on AREA (D) and AREA (F) no later than 72 hours in advance of the time coinciding with the leasing from The City of all or part of (FSPP). All alcoholic beverage vendors engaged by Crossties for operation in AREA (D) and AREA (F) are subject to the preapproval of The City in accordance with the terms hereof.

- c. In the event that the City acquires complete ownership (fee simple) interest of all or any portion of AREA (B), the nonexclusive use of said land or portion thereof in its then AS IS, WHERE IS condition for the purpose of parking during any event hosted or sponsored by Crossties whether at AREA (C), AREA (E) or (FSPP). City specifically reserves the right to collect fees directly from individuals parking in Area B or any portion thereof pursuant to this subparagraph and retain the same.
- d. Mowing of (FSPP) as deemed necessary by The City, in its sole and absolute discretion; provided however, subject to weather or other condition preventing access, (FSPP) shall, at a minimum, be mowed prior to the leasing by Crossties of AREA (E) and/or (FSPP) from the City such that mowing is completed in a reasonable time frame so that the (FSPP) grass is mowed prior to a Crosstie's scheduled event said is AREA (E).
- e. Trash services inside (FSPP) limited to trash pickup within the forty-eight (48) hour period prior to and again during the forty-eight (48) hour period following lease times by Crossties of AREA (E) and/or (FSPP). The City will also provide a reasonable number of trash receptacles within (FSPP) during Crossties hosted events.
- f. Nonexclusive use of bathroom facilities to be located in or adjacent to (FSPP). Excluding maintenance and repairs necessitated by the negligence or willful misconduct of Crossties (including its officers, directors, contractors, vendors, employees, customers and invitees), The City will reasonably maintain such bathroom facilities to include cleaning, repairs and stocking. Notwithstanding anything contained herein to the contrary, The City will determine the availability, location, quantity and type of bathroom facilities to be provided under this subparagraph, but, at a minimum, bathroom facilities will be available during times coinciding with the leasing from The City of all or part of (FSPP).

The City shall not provide to Crossties:

- a. Security services of any form for any event at (FSPP). Security requirements will be outlined by The City and be the responsibility of the entity leasing from The City all or part of (FSPP) to arrange, obtain and pay for. Security may only be obtained from or thru the Texarkana, Arkansas, Police Department (TAPD), shall be

- approved by The City, and paid for directly to the TAPD or its designated agent by the entity leasing said area from The City.
- b. Staffing of entrance gates for any event at (FSPP). Staffing shall be provided by the entity leasing from The City any or all of (FSPP) or their subcontractors.
 - c. Staffing of any alcoholic beverage concession at AREA (D) and AREA (F). Staffing shall be provided by Crossties, or its vendors.

In the event that Crossties, requires any approval of The City under this Section, such request shall be made in writing and not later than five (5) normal business days prior to time coinciding with the leasing from The City of any or all of (FSPP). Any such request shall be deemed approved unless denied by The City at least three (3) normal business days prior to the beginning of the said leasing from The City. Any approval of a request shall not constitute an endorsement of the vendor.

TERM OF AGREEMENT:

Contract shall be for an initial period of 5 years from the date of ratification with 5 one-year option available. Total contract shall not exceed 10 years from date of execution by all Parties hereto.

PERFORMANCE AND TERMINATION:

In the event either Party wishes to terminate the agreement prior to the contract end, that Party shall provide in writing, with proof of delivery, 180 days' notice to the other Party of such termination.

In the event of a failure by either Party to that any party fails to perform or breaches any term of this Agreement, the allegedly breaching party must be provided with written notice of any violation of this Agreement and offered 30 days to cure this violation after receiving such notice. If the breach is not cured by the end of the 30-day period, then any previously delivered termination notice becomes effective without further notice. In the event of a breach or failure of performance constituting a safety hazard or violation of applicable law, rule, regulation or ordinance, the non-breaching party may terminate this Agreement immediately.

Waiver of any breach or failure of performance shall not constitute waiver of any further breach or failure.

In the event of any termination or expiration of the term of this Agreement, neither Party shall have further obligation to the other hereunder, but in no event shall such termination or expiration relieve either party of its obligations accruing prior to the date of termination or expiration; provided, however, termination shall be the sole recourse hereunder for any breach of the terms of this Agreement by The City.

CURRENCY:

All monetary amounts referred to in the Agreement are in US Dollars.

PAYMENT:

Payment to The City shall be made payable to “The City of Texarkana, Arkansas,” and mailed or hand delivered to:

The City of Texarkana Arkansas
Attn: Finance Department
216 Walnut Street
Texarkana, Arkansas, 71854

Payment to Crossties shall be made payable to “Crossties, LLC” and mailed or hand delivered to:

Crossties, LLC.
324 East Broad Street
Texarkana, Arkansas, 71854

Payment as stated in the Agreement does not include sales tax or other applicable duties or taxes as required by law. Payment of all taxes and duties shall be the responsibility of the Party making payment.

NO PARTNERSHIP CREATED:

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative or, or to otherwise bind, any other Party.

CAPTIAL IMPROVEMENTS:

Any permanent improvements made to (FSPP) and/or AREA (E) shall become the property of the owner of the land on which the improvement has been made and shall remain with the land after the termination of this contract unless otherwise agreed to by both Parties in writing.

All improvements shall require approval from The City and its appropriate departments, utilities, Historic District Commission and/or any other Committees required by ordinance or law.

INDEMINIFICATION:

Crossties agrees to indemnify, defend, and hold harmless the other Party, its respective affiliates, officers, agents, employees, directors, volunteers, successors, heirs and assigns against any and all claims, causes of action, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and cost of any kind or amount whatsoever, now

known or here after known, which result from or arise out of any act or omission under the terms of this agreement by Crossties, its affiliates, officers, agents, employees, directors, volunteers, successors, heirs and assigns that occurs in connection with this Agreement. This indemnification will survive the termination or expiration of this Agreement.

INSURANCE:

Crossties shall at the time of the execution of this Agreement and thereafter annually or up on request by The City, provide a valid and current Certificate of Insurance covering all of its activities Including without limitation, the activities of its contractors, subcontractors, vendors and service providers) contemplated herein, in connection therewith, or resulting therefrom, in the amount of \$1,000,000 to include General Liability and Alcohol Liability coverage. The City shall be listed as an additional insured on the same.

LEGAL EXPENSES:

In the event legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or awards, all reasonable legal costs and fees associated with the action.

MODIFICATION OF AGREEMENT:

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if agreed to in writing and signed by each Party or an authorized representative of each Party.

NOTICE:

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered by mail or in person to the Parties of the Agreement as follows:

The City of Texarkana, Arkansas
216 Walnut Street
Texarkana, Arkansas, 71854

Crossties, LLC.
324 East Broad Street
Texarkana, Arkansas, 71854

ASSIGNMENT:

Neither Party shall assign or otherwise transfer their responsibilities under this Agreement to any other party without prior written agreement of both Parties. In the event ownership of the AREA (D) or AREA (C) should transfer to an entity other than Crossties this agreement shall become null and void.

SEVERABILITY, ENFORCEMENT, ENTIRE AGREEMENT, MISC.:

In the event any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part all other provisions will nevertheless continue to be valid and enforceable with the invalid and unenforceable parts severed from the remainder of this Agreement. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Arkansas. This Agreement represents the entire understanding and Agreement of the Parties hereto as to the matters contained herein and superseded any and all prior discussions or negotiations concerning the same.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

City of Texarkana Arkansas:

ATTEST:

E. Jay Ellington, City Manager

Heather Soyars, City Clerk

Crossties of Texarkana, Inc.:

Name

Name

Title

Title

Exhibit 1 – Crossties Indoor Event Venue, AREA (C)
Crossties Outdoor Area, AREA (D)
City of Texarkana Outdoor Area, AREA (F)



Exhibit 2 – The Loading Dock Stage at Front Street Plaza Park, AREA (E)



Exhibit 3 – Front Street Plaza Park

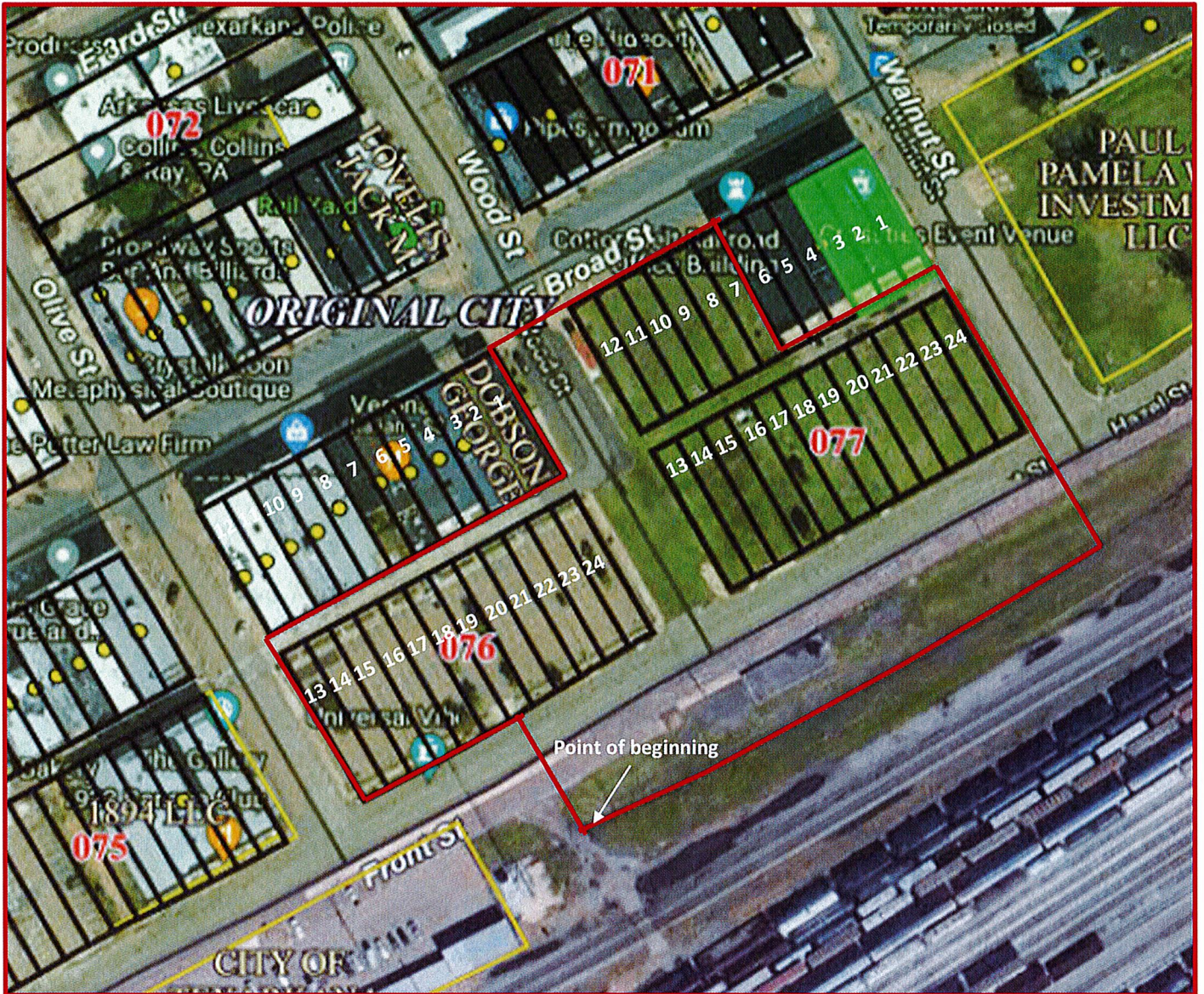
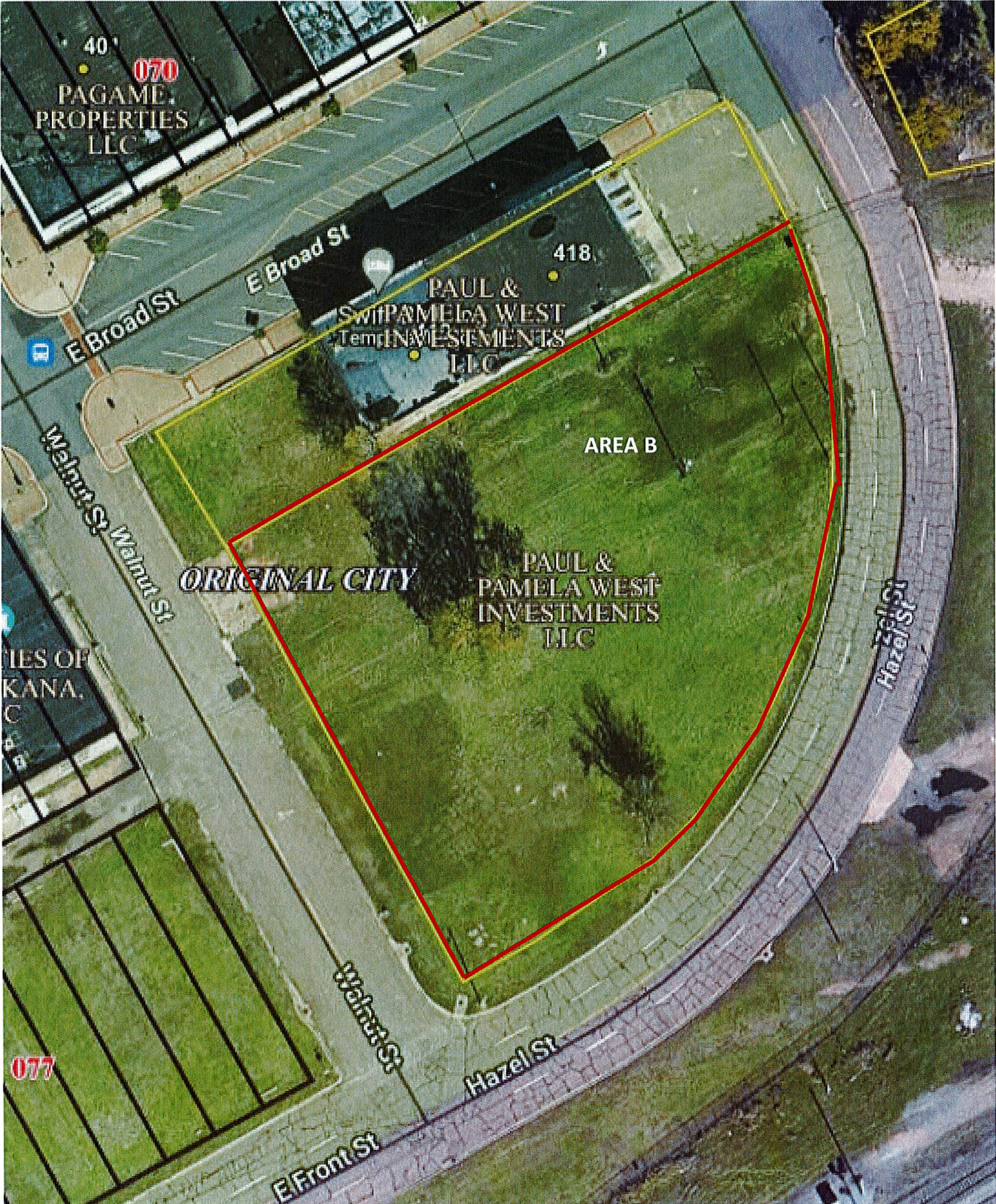


Exhibit 4 – Front Street Plaza Parking, AREA (B)





CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE:	Adopt a Resolution directing the City Manager to enter into an agreement with 1894, LLC., and Heritage, Heart & Arts. (ADMIN) City Manager E. Jay Ellington
AGENDA DATE:	March 20, 2023
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
DEPARTMENT:	Administration
PREPARED BY:	Heather Soyars
REQUEST:	Enter into an agreement with 1894, LLC., and Heritage, Heart & Arts.
EMERGENCY CLAUSE:	N/A
SUMMARY:	Enter into an agreement with 1894, LLC., and Heritage, Heart & Arts.
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	The City Manager and staff recommend approval.
EXHIBITS:	Resolution and agreement.

RESOLUTION NO. _____

WHEREAS, the City of Texarkana, Arkansas (The City) wishes to create an event venue inside Front Street Plaza Park for the enjoyment and benefit to its citizens; and

WHEREAS, 1894, LLC., owns property and Heritage, Heart & Arts occupies a portion of said properties inside Front Street Plaza Park; and

WHEREAS, it is the desire of The City to enter into an agreement with 1894 and Heritage, Heart & Arts to create an event venue consisting of 1894, LLC., and Heritage, Heart & Arts properties and City properties; and

WHEREAS, the agreement between 1894, LLC., and Heritage, Heart & Arts and The City provides for 1894, LLC., and Heritage, Heart & Arts to sell alcoholic beverages within the Front Street Plaza Park, in exchange for paying to The City 15% of total gross sales of all alcoholic beverages, among other terms and conditions; and

WHEREAS, the City Manager and staff recommend approval;

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 an agreement with 1894, LLC., and Heritage, Heart & Arts for the purposes proposed and the terms contained in the attached agreement.

PASSED AND APPROVED this 20th day of March, 2023.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney

AGREEMENT

BETWEEN:

City of Texarkana, Arkansas, 216 Walnut Street, Texarkana, Arkansas, 71854, USA
(herein referred to as “The City”)

-AND-

1894, LLC., 610 Division Street, Texarkana, Arkansas, 71854, USA (herein referred to
“1894”) and Heritage, Heart & Arts, 105 Olive Street, Texarkana, Arkansas, 71854, USA
(herein referred to as “Heritage”)

DEFINITIONS:

“**The City**”, also referred to as Lessee – The City of Texarkana Arkansas, 216 Walnut St,
Texarkana, Arkansas, 71854, USA

“**1894, LLC.**”, also referred to herein as Lessor and/or 1894 – 1894, LLC., 610 Division
Street, Texarkana, Arkansas, 71854, USA

“**Heritage, Heart & Arts**”, a non-profit corporation, also referred to herein as Lessor or
Heritage – Heritage, Heart & Arts, 105 Olive Street, Texarkana, Arkansas, 71854, USA

“**Railcar**”– Railroad car owned by 1894, LLC., and located approximately in the right of
way on the southern border of Lots 13-17/Block 76 of the ORIGINAL CITY (See exhibit 1)
as set forth in City Ordinance 37-2017 (See exhibit 4), City Ordinance 8-17 (See exhibit 5)
and Preliminary Survey dated 11-8-2017 by Spears Engineering Company (See exhibit 6).

AREA (A) – Parking area owned by The City and located on Lots 13-24/Block 76 of the
ORIGINAL CITY. (See exhibit 1)

AREA (D) – Outdoor area currently owned by Crossties, LLC., and located on Lots 7-
12/Block 77 and Lots 17-24/Block 77 of the ORIGINAL CITY.

AREA (F) – Outdoor area owned by The City and located on Lots 13-16/Block 77 of the
ORIGINAL CITY.

AREA (E) - also referred to as and/or “The Loading Dock Stage at Front Street Plaza Park”
– Performance area located on land leased to The City by Union Pacific Railroad on the
south side of Front Street, approximate location across from the southern boundary of Lot
24/Block 76 of the ORIGINAL CITY, the southern boundary of the undeveloped portion of
Wood Street and the southern boundary of Lots 13-18/Block 77 of the ORIGINAL CITY.
(See exhibit 2)

FSPP - also referred to as “Front Street Plaza Park”– An area, fenced, enclosed by buildings, or otherwise delineated, which is bounded as follows and includes but is not limited to AREA (A), AREA (D), AREA (F), and AREA (E) (See exhibit 3):

- a. Point of Beginning: Beginning at the chain link fence on the east side of the Union Pacific entrance on the south side of Front Street across from Lot 19/Block 76 of the ORIGINAL CITY.
- b. Extending north, across Front Street to the mid-point of the southern boundary of Lot 19/Block 76 of the ORIGINAL CITY.
- c. Extending west along the southern boundary of Block 76 of the ORIGINAL CITY to the southwest corner of Lot 13/Block 76 of the ORIGINAL CITY.
- d. Extending north along the western boundary of Lot 13/Block 76 of the ORIGINAL CITY, across the right of way, to the southwest corner of Lot 12/Block 76 of the ORIGINAL CITY
- e. Extending east along the southern borders of Lots 1-12/Block 76 of the ORIGINAL CITY; on the north side of the right of way dividing Block 76; to the southeast corner of Lot 1/Block 76 of the ORIGINAL CITY.
- f. Extending north along the eastern border of Lot 1/Block 76 of the ORIGINAL CITY to the northeast corner of Lot 1/Block 76 of the ORIGINAL CITY.
- g. Extending east across Wood Street and following along the northern border of Lots 7-12/Block 77 of the ORIGINAL CITY to the northwest corner of Lot 6/Block 77 of the ORIGINAL CITY.
- h. Extending south along the western boundary of Lot 6/Block 77 of the ORIGINAL CITY to the southwest corner of Lot 6/Block 77 of the ORIGINAL CITY.
- i. Extending east along the southern boundary of Lots 1-6/Block 77 of the ORIGINAL CITY to the southeast corner of Lot1/Block 77 of the ORIGINAL CITY.
- j. Extending south, across the right of way and along the eastern boundary of Lot 24/Block 77 of the ORIGINAL CITY, across Front Street to the chain link fence on the property leased to The City by Union Pacific Railroad.
- k. Extending west along the chain link fence on the property leased to The CITY by Union Pacific Railroad and terminating at the Point of Beginning. (See exhibit 3)

BACKGROUND:

In such that The City wishes to create an event venue in the downtown area which makes use of The Loading Dock Stage on the south side of Front Street on property leased to The City by Union Pacific Railroad and, in that 1894, owns property and Heritage occupies a portion of said properties inside Front Street Plaza Park, it is the desire of The City to enter into an agreement with 1894, and Heritage to create a downtown event venue consisting of 1894, and Heritage properties, The City properties, as more particularly described within.

SERVICES PROVIDED:

IN CONSIDERATION OF the matters described above and of the mutual benefits set forth in the Agreement, the Parties agree to provide the following services, products, and considerations:

1894, and Heritage agrees to provide to The City:

- a. 15% of total gross sales of all alcoholic beverages by all operated or approved concessions located within the confines of AREA (A) including the "Railcar" during times coinciding with the leasing from The City of all or part of (FSPP) by any entity. Payment to be made directly from 1894, and Heritage to The City.
- b. An accounting of all alcoholic beverage sales by all 1894, and Heritage operated or approved concessions located within the confines of AREA (A) including the "Railcar" during times coinciding with the leasing from The City of all or part of (FSPP) by any entity no less than 72 hours following the end of the leasing period from The City of said area. Accounting will be provided on a city reporting form.
- c. Payment in full of 15% of total gross sales as stated in subparagraph (a) of this paragraph no later than the 10th working day of the month following the due date of the accounting of said sales as stated in subparagraph (b) of this paragraph.
- d. Current and appropriate State of Arkansas beverage, alcohol, sales, and food permits for each vendor operating on AREA (A) including the "Railcar" dependent on the nature of the product being provided and/or sold.

The City agrees to provide to 1894, and Heritage:

- a. Right of first refusal for all alcoholic beverage sales on AREA (A) including the "Railcar" during times coinciding with the leasing from The City of all or part of (FSPP) by any entity which is agreeable to the sale of alcoholic beverages during the period of time that entity has contracted for lease from The City said area. In the event an entity who has contracted for lease from The City of all or part of (FSPP) does not wish to have alcoholic beverages available, 1894, and Heritage agree to withhold the sale of alcoholic beverages within the confines of AREA (A) including the "Railcar" during the times coinciding with the lease from The City of said area. This subparagraph does not pertain to the developed and undeveloped portions of Wood Street which will remain under the exclusive control of The City. The City shall approve all alcoholic beverage vendors on AREA (A) no later than 72 hours in advance of the time coinciding with the leasing from The City of all or part of (FSPP). All alcoholic beverage vendors engaged by 1894, and Heritage for operation in AREA (A) are subject to the preapproval of The City in accordance with the terms hereof.
- b. Trash services inside (FSPP) limited to trash pickup within the forty-eight (48) hour period prior to and again during the forty-eight (48) hour period following lease times from The City of all or part of (FSPP). The City will also provide a reasonable number of trash receptacles within (FSPP) during 1894, and Heritage hosted events.
- c. Nonexclusive use of bathroom facilities to be located in or adjacent to (FSPP). Excluding repairs necessitated by the negligence or willful misconduct of 1894, and Heritage, their officers, directors, contractors, vendors, employees, customers, and invitees, The City will reasonably maintain such bathroom facilities to include cleaning, repairs, and stocking. Notwithstanding anything contained herein to the contrary, The City will determine the availability, location, quantity and type of

bathroom facilities but, at a minimum, bathroom facilities to be provided under this subparagraph will be available during times coinciding with the leasing from The City of all or part of (FSPP).

The City shall not provide to 1894, and Heritage:

- a. Security services of any form for any event at (FSPP). Security requirements will be outlined by The City and be the responsibility of the entity leasing from The City all or part of (FSPP) to arrange, obtain and pay for. Security may only be obtained from or thru the Texarkana, Arkansas, Police Department (TAPD), shall be approved by The City, and paid for directly to the TAPD or its designated agent by the entity leasing said area from The City.
- b. Staffing of entrance gates for any event at (FSPP). Staffing shall be provided by the entity leasing from The City any or all of (FSPP) or their subcontractors.
- c. Staffing of any alcoholic beverage concession at AREA (A). Staffing shall be provided by 1894, and Heritage or their vendors.

In the event that 1894, and Heritage require any approval of The City under this Section, such request shall be made in writing and not later than five (5) normal business days prior to time coinciding with the leasing from The City of any or all of (FSPP). Any such request shall be deemed approved unless denied by The City at least three (3) normal business days prior to the beginning of the said leasing from The City. Any approval of a request shall not constitute an endorsement of the vendor.

TERM OF AGREEMENT:

Contract shall be for an initial period of 5 years from the date of ratification with 5 one-year options available. Total contract shall not exceed 10 years from date of execution by all parties hereto.

PERFORMANCE AND TERMINATION:

In the event either Party wishes to terminate the agreement prior to the end, that Party shall provide in writing, with proof of delivery, 180 days' notice to the other Party of such termination.

In the event of a failure by either Party to that any party fails to perform or breaches any term of this Agreement, the allegedly breaching party must be provided with written notice of any violation of this Agreement and offered 30 days to cure this violation after receiving such notice. If the breach is not cured by the end of the 30-day period, then any previously delivered termination notice becomes effective without further notice. In the event of a breach or failure of performance constituting a safety hazard or violation of applicable law, rule, regulation or ordinance, the non-breaching party may terminate this Agreement immediately.

Waiver of any breach or failure of performance shall not constitute waiver of any future breach or failure.

In the event of any termination or expiration of the term of this Agreement, neither Party shall have further obligation to the other hereunder, but in no event shall such termination or expiration relieve either party of its obligations accruing prior to the date of termination or expiration; provided, however, termination shall be the sole recourse hereunder for any breach of the terms of this Agreement by The City.

CURRENCY:

All monetary amounts referred to in the Agreement are in US Dollars.

PAYMENT:

Payment to The City shall be made payable to “The City of Texarkana, Arkansas,” and mailed or hand delivered to:

The City of Texarkana, Arkansas
Attn: Finance Department
216 Walnut Street
Texarkana, Arkansas, 71854

Payment to 1894, LLC., shall be made payable to “1894, LLC.,” and mailed or hand delivered to:

1894, LLC.
610 Division Street
Texarkana, Arkansas, 71854

Payment to Heritage, Heart & Arts shall be made payable to “Heritage, Heart & Arts” and mailed or hand delivered to:

Heritage, Hearts & Arts
105 Olive Street
Texarkana, Texas, 75501

Payment as stated in the Agreement does not include sales tax or other applicable duties or taxes as required by law. Payment of all taxes and duties shall be the responsibility of the Party making payment.

CAPITAL IMPROVEMENTS:

Any permanent improvements made to any or all of (FSPP) shall become the property of the owner of the land on which the improvement has been made and shall remain with the land after the termination of this contract unless otherwise agreed to by both Parties in writing.

All improvements shall require approval from The City and its appropriate departments, utilities, Historic District Commission and/or any other Committees required by ordinance or law.

INDEMINIFICATION:

1894, and Heritage agree to indemnify, defend, and hold harmless The City, the respective affiliates, officers, agents, employees, directors, volunteers, successors, heirs and assigns against any and all claims, causes of action, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and cost of any kind or amount whatsoever, now known or here after known, which result from or arise out of any act or omission of under the terms of this agreement by 1894, and Heritage, their respective affiliates, officers, agents, employees, directors, volunteers, successors, heirs and assigns that occurs in connection with this Agreement. This indemnification will survive the termination or expiration of this Agreement.

INSURANCE:

1894, and Heritage shall, at the time of execution of this Agreement and thereafter annually upon request by the City, provide a valid and current Certificate of Insurance covering all of its activities (including, without limitation, the activities of its contractors, subcontractors, vendors and service providers) contemplated herein, in connection therewith, or resulting therefrom, in the amount of \$1,000,000 to include General Liability and Alcohol Liability coverage. The City shall be listed as an additional insured on the same.

LEGAL EXPENSES:

In the event legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or awards, all reasonable legal costs and fees associated with the action.

MODIFICATION OF AGREEMENT:

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if agreed to in writing and signed by each Party or an authorized representative of each Party.

NOTICE:

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered by mail or in person to the Parties of the Agreement as follows:

The City of Texarkana, Arkansas
216 Walnut Street
Texarkana, Arkansas, 71854

1894, LLC.
610 Division Street
Texarkana, Arkansas, 71854

Heritage, Heart & Arts
105 Olive Street
Texarkana, Texas, 75501

ASSIGNMENT:

Neither Party shall assign or otherwise transfer their responsibilities under this Agreement to any other party without prior written agreement of both Parties. In the event ownership of the "Railcar" could transfer to an entity other than Heritage, Heart & Arts, this agreement shall become null and void.

PRIOR AGREEMENTS:

This agreement shall have no effect on the Franchise Agreement established by Ordinance No. 37-2017 and Ordinance No. 8-17.

SEVERABILITY:

In the event any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part all other provisions will nevertheless continue to be valid and enforceable with the invalid and unenforceable parts severed from the remainder of this Agreement. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Arkansas. This Agreement represents the entire understanding and agreement of the Parties hereto as to the matters contained herein and supersedes any and all prior discussions or negotiations concerning the same.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, 2023.

City of Texarkana, Arkansas:

ATTEST:

E. Jay Ellington, City Manager

Heather Soyars, City Clerk

1894, LLC.:

Heritage, Heart & Arts:

David Peavy, Manager

Lynn McDowell, President

Exhibit 1: The Railcar

AREA (A) Parking area owned by the City of Texarkana Arkansas

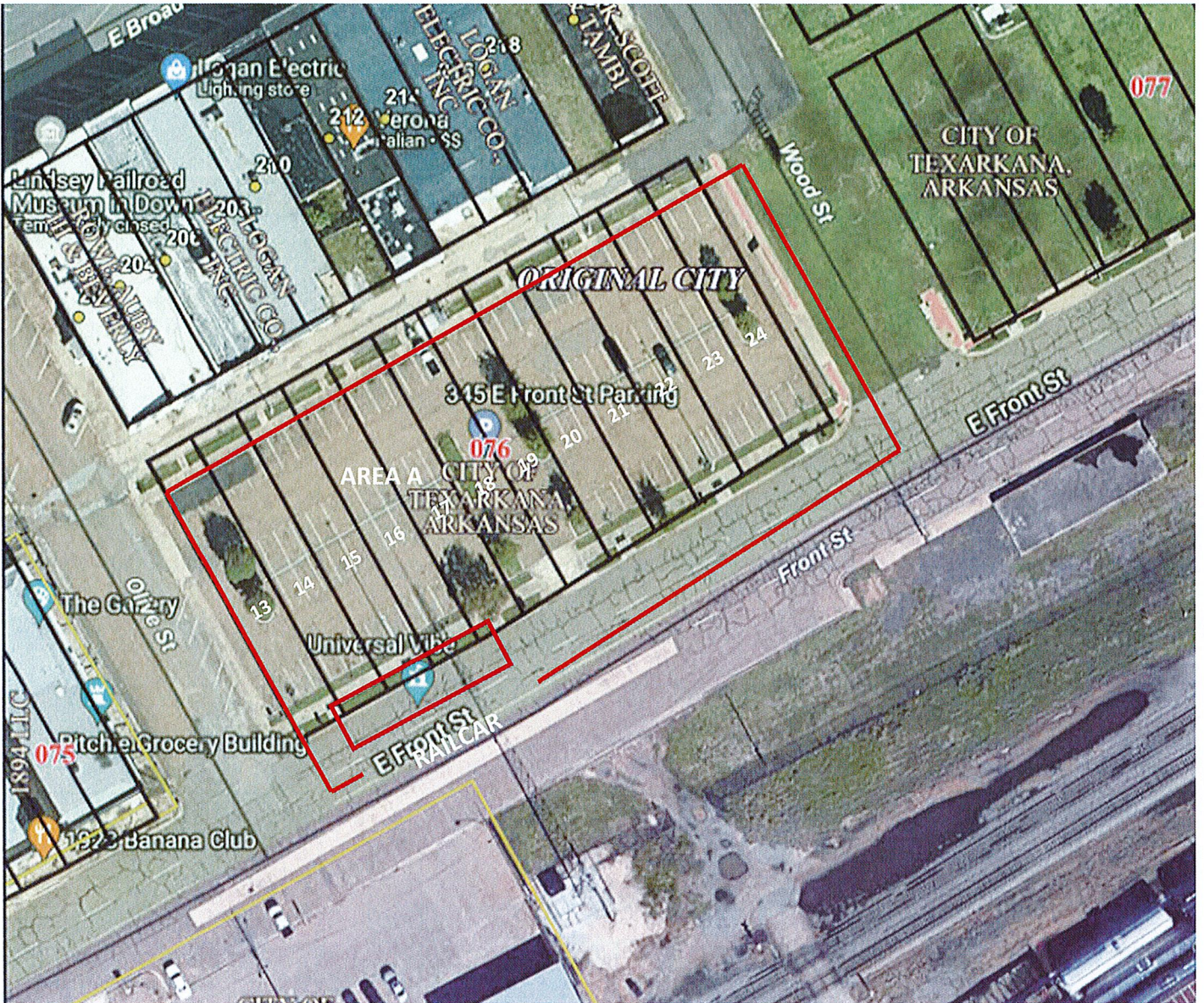


Exhibit 2 – AREA E, The Loading Dock Stage at Front Street Plaza Park



Exhibit 3 – Front Street Plaza Park





CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance to delete obsolete Ordinance No. L-227. **(This item was TABLED 03/06/2023)** (PWD-Planning) City Planner Mary Beck

AGENDA DATE: 03/20/2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Public Works/Planning

PREPARED BY: Mary Beck

REQUEST: Adopt an ordinance to delete obsolete Ordinance L-227.

EMERGENCY CLAUSE: None requested.

SUMMARY: (This item was TABLED 03/06/2023 – BOD wanted a separate ordinance for each request)

An ordinance that was suspended has been found to be obsolete and the Planning Commission recommends deleting it to avoid confusion in records.

EXPENSE REQUIRED: 0

AMOUNT BUDGETED: 0

**APPROPRIATION
REQUIRED:** 0

**RECOMMENDED
ACTION:** Adopt an ordinance.

EXHIBITS: Ordinance, Memo to City Manager, Ordinance L-227, Ordinance L-255.

ORDINANCE NO. _____

AN ORDINANCE DELETING ORDINANCE NO. L-227 AND FOR OTHER PURPOSES

WHEREAS, the Board of Directors, after public hearing, adopted Ordinance No. L-227 on October 3, 2005, which granted the City new authority to regulate the subdivision of land into lots and blocks for development of residential, commercial, and industrial subdivisions by requiring that proposed subdivisions be analyzed in their relationship to existing adjacent subdivisions and that preservation of existing trees in proposed subdivisions be encouraged and mandated under certain circumstances; and

WHEREAS, on the 1st day of May 2006, the Board of Directors adopted Ordinance No. L-255 suspending the operation and implementation of Ordinance No. L-227 due to problems with respect to costs of implementing some of its provisions; and

WHEREAS, the Planning Commission conducted workshops over the course of many months and concluded that Ordinance No. L-227 should be deleted in its entirety; and

WHEREAS, the Planning Commission, after public hearing on February 13, 2023, voted 5-0 with two commissioners absent, to approve the deletion of Ordinance No. L-227 in its entirety;

WHEREAS, the City Manager and Staff recommend approval;

NOW, THEREFORE, BE IT ORDAINED, by the Board of Directors of the City of Texarkana, Arkansas, that Ordinance No. L-277 is hereby deleted in its entirety.

PASSED AND APPROVED this 20th day of March, 2023.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, Interim City Attorney

ORDINANCE NO. L-255

AN ORDINANCE TO SUSPEND THE OPERATION AND IMPLEMENTATION OF ORDINANCE NO. L-227; FOR DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, on October 3, 2005, the Board of Directors of the City enacted Ordinance No. L-227 granting the City new authority to regulate the subdivision of land into lots and blocks for development of residential, commercial, and industrial subdivisions by requiring that proposed subdivisions be analyzed in their relationship to existing adjacent subdivisions and that preservation of existing trees in proposed subdivisions be encouraged and mandated under certain circumstances; and

WHEREAS, problems have arisen with respect to the costs of implementing some of the provisions of Ordinance L-227 which call into question the propriety of such provisions; and

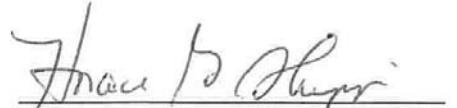
WHEREAS, it is now desirable to suspend for six months the operation and implementation of Ordinance No. L-227 in its entirety in order to conduct further study and further consider the controversial provisions of this Ordinance referenced above;

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

Section 1. The operation and implementation of Ordinance No. L-227 is hereby suspended for a period of six months.

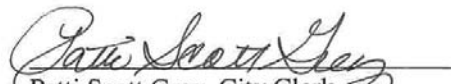
Section 2. This Ordinance being necessary for the preservation of the public peace, health, and safety, an emergency is therefore declared to exist, and this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 1st day of May, 2006.



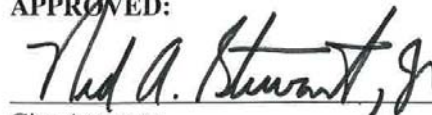
Horace G. Shipp, Mayor

ATTEST:



Patti Scott Grey, City Clerk

APPROVED:



City Attorney

ORDINANCE NO. L-227

AN ORDINANCE AMENDING ARTICLE I, SECTION 24-10 AND SECTIONS 24-13-19; ARTICLE IV; SECTIONS 24-83 THROUGH 24-85; ARTICLE V, SECTION 24-98; ARTICLE VI, SECTION 24-11; OF CHAPTER 24 (SUBDIVISION REGULATIONS) OF THE CODE OF ORDINANCES; ADDING REQUIRED LANDSCAPED STRIPS AND/OR SCREENING WALLS OR FENCES FOR SUBDIVISIONS CONTAINING DOUBLE-FRONTAGE LOTS; PROVIDING A LIST OF SUGGESTED PLANTING MATERIALS SUITED TO THE CITY; ADDING VARIOUS DEFINITIONS; REQUIRING A TREE INVENTORY AND TREE PRESERVATION PLAN FOR NEW SUBDIVISIONS; PROHIBITING CLEAR-CUTTING; AND REQUIRING RESTRICTIVE AND PROTECTIVE COVENANTS TO MITIGATE ISSUES BETWEEN PROPOSED SUBDIVISIONS AND EXISTING, DEVELOPED SUBDIVISIONS.

WHEREAS, the Arkansas Code of 1987 Annotated (14-56-413) grants first class cities the authority to regulate the subdivision of land into lots and blocks for development of residential, commercial, and industrial subdivisions; and

WHEREAS, the subdivision regulations were last adopted on March 19, 1979; and

WHEREAS, the Board of Directors desires to revise the existing subdivision regulations to provide standards by which proposed subdivisions can be analyzed in their relationship to existing, adjacent subdivisions dealing with lot sizes, structure sizes, restrictive and protective covenants, landscape plant materials suited to the City, double-frontage lots, landscaped screening strips and/or fences and walls, etc. in Chapter 24 (subdivision regulations) of the Texarkana, Arkansas Code of Ordinances; and


WHEREAS, it is the intent of these regulations to encourage the preservation of existing trees, requiring landscaped screening strips and/or fences and walls for double-frontage lots, requiring a tree inventory and preservation plan, prohibiting clear-cutting, suggesting landscape planting materials suited to the City, and requiring restrictive and protective covenants to mitigate various issues between proposed subdivisions and existing, developed subdivisions; and

WHEREAS, it is deemed important for Texarkana, Arkansas' subdivision regulations remain up to date with current land use trends and to comply with the Arkansas Code of 1987 Annotated so as not to pose an impediment to development of residential, commercial, and industrial subdivisions within the City of Texarkana, Arkansas; and

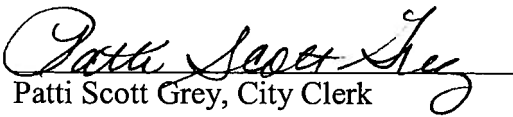
WHEREAS, after public hearing, the Planning Commission has approved said subdivision regulations text amendments and recommended that the Board of Directors approve the ordinance adopting said regulations;

NOW THEREFORE, BE IT ORDAINED by the Board of Directors of the City of Texarkana, Arkansas that the attached regulations governing the subdivision of land within the City, attached hereto and made parts hereof, are hereby adopted by reference.

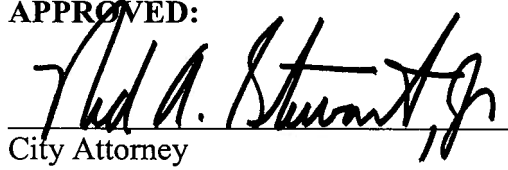
PASSED AND APPROVED this 3rd day of October, 2005.


Horace G. Shipp, Mayor

ATTEST:


Patti Scott Grey, City Clerk

APPROVED:


City Attorney



CITY OF TEXARKANA ARKANSAS
DEPARTMENT OF PUBLIC WORKS
216 WALNUT ST 71854-6024
P O BOX 2711 TEXARKANA ARKANSAS 75504-2711
PHONE (870) 779-4971 – FAX (870) 773-2395

MEMORANDUM

TO: Jay Ellington, City Manager
FROM: Mary L. Beck, City Planner
DATE: March 7, 2023
SUBJECT: Board of Directors Agenda item for March 20, 2023 – Ordinance to delete Ordinance L-227.

REASON FOR REQUEST:

Upon request to the Planning Commission by City Manager, Jay Ellington, to consider requiring tree planting and lighting for new subdivisions, the Planning Commission began consideration of revisions to the Subdivision Chapter 24 of the *Texarkana Municipal Code*. Beginning in May 2022, and continually thereafter, the Commission was presented with information on Chapter 24, the subdivision chapter. In the process of researching the regulations, it was uncovered that a suspension of L-227, an ordinance adopted in October of 2005, had been suspended by Ordinance L-255, in May of 2006 for further study. After many months of workshops and study of the subdivision text, the Planning Commission concluded Ordinance L-227 should be deleted in its entirety.

CONFORMANCE WITH APPLICABLE ORDINANCES AND/OR STATE STATUTES:

The *Arkansas Code of 1987 Annotated (14-56-422B)* requires the following – “All plans, recommended ordinances, and regulations shall be adopted through the following procedure for adoption of plans and regulations:

(A) The Planning Commission shall hold a public hearing on the plans, ordinances, and regulations proposed under this subchapter.

(B) Notice of public hearing shall be published in a newspaper of general circulation in the city, at least (1) time fifteen days prior to the hearing.

(2) Following the public hearing, proposed plans may be adopted, and proposed ordinance and regulations may be recommended as presented, or in modified form, by a majority vote of the entire commission.



(3) Following its adoption of plans and recommendation of ordinances and regulations, the commission shall certify adopted plans of recommended ordinances and regulations to the legislative body of the city for its adoption.

(4) The legislative body of the city may return the plans and recommended ordinances and regulations to the commission for further study or rectification, or, by a majority vote of the entire membership, may, by ordinance or resolution, adopt the plans and recommended ordinances or regulations submitted by the commission. However, nothing in this subchapter shall be construed to limit the city board's authority to recall the ordinances and resolutions by a vote of a majority of the council.

(5) Following adoption by the legislative body, the adopted plans, ordinances, and regulations shall be filed in the office of the City Clerk. The City Clerk shall file, with the county recorder of the counties in which territorial jurisdiction is being exercised such plans, ordinances, and regulations as pertain to the territory beyond the corporate limits.

The required notice was published in the Sunday, January 29, 2023, edition of the Texarkana Gazette.

PLANNING COMMISSION CERTIFICATION:

The Planning Commission met on February 13, 2023, to review this request. On a motion to approve by Mr. Adger Smith, seconded by Mr. Boots Thomas, the motion passed. A roll call vote was 5-0 as two commissioners were absent.

Adger Smith	Yes
Anderson Neal	Absent
Bertha Dunn	Yes
Jason Dupree	Absent
Randall Hickerson	Yes
Clyde "Boots" Thomas	Yes
Mike Jones	Yes

ACTION REQUESTED BY CITY BOARD OF DIRECTORS:

To adopt an ordinance that would delete Ordinance L-227. *The Arkansas Code of 1987 Annotated* requires every ordinance to be read three times before adoption. These three readings may all occur at the same meeting or at the second and third subsequent meetings after the first reading of the ordinance.



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance amending Chapter 24 – Subdivisions of the *City of Texarkana, Arkansas Code of Ordinances*, to set limits on road guarantee renewals. **(This item was TABLED 03/06/2023)** (PWD-Planning) City Planner Mary Beck

AGENDA DATE: 03/06/2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Public Works/Planning

PREPARED BY: Mary Beck

REQUEST: Adopt an ordinance that sets limits on road guarantee renewals.

EMERGENCY CLAUSE: None requested.

SUMMARY: (This item was TABLED 03/06/2023 – BOD wanted a separate ordinance for each request)

In order to bring to completeness subdivision road projects in a reasonable time it has become necessary to set a limit on renewals for road construction guarantee extensions.

EXPENSE REQUIRED: 0

AMOUNT BUDGETED: 0

**APPROPRIATION
REQUIRED:** 0

**RECOMMENDED
ACTION:** Adopt an ordinance.

EXHIBITS: Ordinance, Memo to City Manager, regulations for road completions.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 24-51 OF THE *CITY OF TEXARKANA, ARKANSAS, CODE OF ORDINANCES*, TO SET LIMITS ON ROAD GUARANTEE RENEWALS AND FOR OTHER PURPOSES

WHEREAS, the Planning Commission recently began considering revisions to the Subdivision Chapter of the *City of Texarkana, Arkansas, Code of Ordinances* (the “Code”); and

WHEREAS, the Commission held workshops beginning in May 2022, until February 2023, and determined that extensions to road guarantees needed to be limited to one year from the original contract in order to complete road projects in a reasonable time; and

WHEREAS, a public hearing was held on February 13, 2023, wherein the Commission voted 5-0 with two commissioners absent to set a limit on road guarantee renewals;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that Section 24-51(a)(1) of the Code is hereby amended to read as follows:

- (1) *Performance bond*. File with the city a bond executed by a surety company holding a license to do business in the State of Arkansas, and acceptable to the City of Texarkana, Arkansas, on a form provided by the city, in the full amount necessary for the completion of the improvements required by this chapter; If an extension to the performance bond becomes necessary due to extreme weather or supply shortages, it shall not go longer than one extension for one year after the due date of the original bond, or, if at the time of this amendment an extension is active, no longer than one year from the adoption of this amendment;

PASSED AND APPROVED this 20th day of March, 2023.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, Interim City Attorney

Sec. 24-51. Guarantee of performance.

- (a) *Construction of improvements before final plat approval.* No final plat shall be approved by the Planning Commission of Texarkana, Arkansas until the improvements required by this chapter are constructed in a satisfactory manner and approved by the director of public works. In lieu of such construction, the commission may grant final approval prior to completion of improvements provided the subdivider fulfills one of the following:
- (1) *Performance bond.* File with the city a bond executed by a surety company holding a license to do business in the State of Arkansas, and acceptable to the City of Texarkana, Arkansas on a form approved by the city, in the full amount necessary for the completion of the improvements required by this chapter;
 - (2) *Letter of commitment.* File with the city an irrevocable letter of commitment executed by a bank or a savings and loan institution that is acceptable to the city in an amount equal to the costs of improvements required by this chapter; or
 - (3) *Trustee agreement.* Place on deposit in a bank or trust company a trust agreement in the name of the city and approved by the city, in a trust account, a sum of money equal to the estimated cost of improvements required by this chapter. Selection of the trustee shall be subject to approval by the city and the trust agreement shall be executed on a form approved by the city. Periodic withdrawals may be made from the trust account for a progress payment of installation costs. The amount of withdrawals shall be based upon progress work estimates approved by the public works director.
- (b) *Inspection.* If one of the three (3) of the aforesaid securities is filed by the subdivider, the city engineer shall inspect the construction of improvements while in progress, and shall inspect such improvements upon completion of construction. After final inspection, he shall notify the subdivider and the director of public works of the improvements' satisfactory completion.

Note: amendment to Sec. 24-51 (a) if an extension to the performance bond becomes necessary due to extreme weather or supply shortages, it shall not go longer than one extension for one year after the due date of the original bond, or, if at the time of this amendment an extension is active, no longer than one year from the adoption of this amendment.

(Ord. No. H-534, Art. 3, § 1, 3-19-79)



CITY OF TEXARKANA ARKANSAS

DEPARTMENT OF PUBLIC WORKS

216 WALNUT ST 71854-6024

P O BOX 2711 TEXARKANA ARKANSAS 75504-2711

PHONE (870) 779-4971 – FAX (870) 773-2395

MEMORANDUM

TO: Jay Ellington, City Manager
FROM: Mary L. Beck, City Planner
DATE: March 7, 2023
SUBJECT: Board of Directors Agenda item for March 20, 2023 – Ordinance to establish limits to road guarantee renewals.

REASON FOR REQUEST:

Upon request to the Planning Commission by City Manager, Jay Ellington, to consider requiring tree planting and lighting for new subdivisions, the Planning Commission began consideration of revisions to the Subdivision Chapter 24 of the *Texarkana Municipal Code*. Beginning in May 2022, and continually thereafter, until February of 2023 the Commission was presented with information on Chapter 24, the subdivision chapter. A recommendation to come out of that process is to limit extensions to road guarantees to go no more than one additional year from the original contract.

CONFORMANCE WITH APPLICABLE ORDINANCES AND/OR STATE STATUTES:

The *Arkansas Code of 1987 Annotated (14-56-422B)* requires the following – “All plans, recommended ordinances, and regulations shall be adopted through the following procedure for adoption of plans and regulations:

(A) The Planning Commission shall hold a public hearing on the plans, ordinances, and regulations proposed under this subchapter.

(B) Notice of public hearing shall be published in a newspaper of general circulation in the city, at least (1) time fifteen days prior to the hearing.

(2) Following the public hearing, proposed plans may be adopted, and proposed ordinance and regulations may be recommended as presented, or in modified form, by a majority vote of the entire commission.

(3) Following it adoption of plans and recommendation of ordinances and regulations, the commission shall certify adopted plans of recommended ordinances of and regulations to the legislative body of the city for its adoption.



www.cityoftexarkanaar.com

(4) The legislative body of the city may return the plans and recommended ordinances and regulations to the commission for further study or rectification, or, by a majority vote of the entire membership, may, by ordinance or resolution, adopt the plans and recommended ordinances or regulations submitted by the commission. However, noting in this subchapter shall be construed to limit the city board's authority to recall the ordinances and resolutions by a vote of a majority of the council.

(5) Following adoption by the legislative body, the adopted plans, ordinances, and regulations shall be filed in the office of the City Clerk. The City Clerk shall file, with the county recorder of the counties in which territorial jurisdiction is being exercised such plans, ordinances, and regulations as pertain to the territory beyond the corporate limits.

The required notice was published in the Sunday, January 29, 2023, edition of the Texarkana Gazette.

PLANNING COMMISSION CERTIFICATION:

The Planning Commission met on February 13, 2023, to review this request. On a motion to approve by Mr. Adger Smith, seconded by Mr. Boots Thomas, the motion passed. A roll call vote was 5-0 as two commissioners were absent.

Adger Smith	Yes
Anderson Neal	Absent
Bertha Dunn	Yes
Jason Dupree	Absent
Randall Hickerson	Yes
Clyde "Boots" Thomas	Yes
Mike Jones	Yes

ACTION REQUESTED BY CITY BOARD OF DIRECTORS:

To adopt an ordinance that would set a limit on road guarantee renewals. *The Arkansas Code of 1987 Annotated* requires every ordinance to be read three times before adoption. These three readings may all occur at the same meeting or at the second and third subsequent meetings after the first reading of the ordinance.



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance authorizing the City Manager to purchase desktop computers, laptop computers, and their necessary accessories to be utilized by various departments of the City of Texarkana Arkansas. (TWU-IT) Information Technology Director Brandon Uselton

An emergency clause is requested. 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.

AGENDA DATE: March 20, 2023

ITEM TYPE: Ordinance Resolution Other :

DEPARTMENT: Texarkana Water Utilities – Information Technology

PREPARED BY: Brandon Uselton, IT Director

REQUEST: Authorizing the City Manager to purchase desktop computers, laptop computers, and their necessary accessories

EMERGENCY CLAUSE: Yes. Quote expires on April 5th, 2023

SUMMARY: Information Technology is requesting an order of desktop computers, laptop computers, and their necessary accessories, presented by Dell of Round Rock, Texas, be accepted, authorizing the City Manager to purchase off the State of Texas DIR Contract (DIR-TSO-3763). The total cost for the purchase shall not exceed forty-three thousand seven hundred forty-four dollars and seven cents (\$43,744.07).

The Information Technology Department is requesting this purchase to replace computer hardware that has reached its end of life, or will reach its end of life in FY23, and is no longer supported under warranty. Staff recommends approval.

EXPENSE REQUIRED: \$43,744.07

AMOUNT BUDGETED: \$45,000

APPROPRIATION REQUIRED: None

RECOMMENDED ACTION: IT Staff recommends approval.

EXHIBITS: Ordinance and Exhibit “A” Dell Quote

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING; AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT TO PURCHASE DESKTOP COMPUTERS, LAPTOP COMPUTERS, AND THEIR NECESSARY ACCESSORIES; FOR DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, the Information Technology Division of Texarkana Water Utilities (TWU) wishes to replace current computer hardware for the City of Texarkana, Arkansas, that has reached its end of life or will reach its end of life in FY23, and is no longer supported under warranty; and

WHEREAS, TWU has obtained a proposal through the Texas Department of Information Resources (DIR) from Dell Technologies in the amount of \$43,744.07; and

WHEREAS, Dell Technologies has consistently provided quality equipment and service; 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 Dell Technologies is considered a sole source; and

WHEREAS, in consideration of and for the reasons set forth above, TWU 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 items described above for the City of Texarkana, Arkansas, be approved;

NOW, THEREFORE, BE IT ORDAINED, 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 reasonably necessary to carry out the purchase of the computer hardware described herein on the terms and conditions set out above.

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 computer hardware), 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 20th day of March, 2023.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000146594670.1	Sales Rep	Andrea Madrid
Total	\$43,744.07	Phone	(800) 456-3355, 80000
Customer #	8229919	Email	Andrea_Madrid@Dell.com
Quoted On	Mar. 06, 2023	Billing To	CITY HALL
Expires by	Apr. 05, 2023		CITY OF TEXARKANA ARKANSAS
Contract Name	Texas Department of Information Resources (TX DIR)		216 WALNUT ST TEXARKANA, AR 71854
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		

Message from your Sales Rep

All Orders are now being processed thru Self-Checkout Online. Simple, Fast and Secure. • Log into Premier Portal to place your order. If you do not have one, ask me how you can get a personalized page. • If you do not have a Premier Page set up yet, You can click & process your order at www.dell.com/qto choose 'Checkout as a Guest' Regards, Andrea Madrid

Regards,
Andrea Madrid

Shipping Group

Shipping To	Shipping Method
TIEANN COLLINS CITY OF TEXARKANA ARKANSAS 808 OLIVE ST TEXARKANA, TX 75501 (870) 779-4935	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell EcoLoop Pro Briefcase	\$36.47	7	\$255.29
OptiPlex 5000 Small Form Factor	\$1,060.95	21	\$22,279.95
Mobile Precision 3570	\$1,791.34	6	\$10,748.04
Dell USB Slim DVD±RW drive - DW316	\$31.89	7	\$223.23

Precision 3660 Tower	\$1,794.06	3	\$5,382.18
Dell Dock- WD19S 90w Power Delivery - 130w AC	\$190.19	8	\$1,521.52
			<hr/>
	Subtotal:		\$40,410.21
	Shipping:		\$0.00
	Environmental Fee:		\$0.00
	Non-Taxable Amount:		\$0.00
	Taxable Amount:		\$40,410.21
	Estimated Tax:		\$3,333.86
			<hr/>
	Total:		\$43,744.07

Shipping Group Details

Shipping To

TIEANN COLLINS
CITY OF TEXARKANA ARKANSAS
808 OLIVE ST
TEXARKANA, TX 75501
(870) 779-4935

Shipping Method

Standard Delivery

	Quantity	Subtotal
Dell EcoLoop Pro Briefcase		
	\$36.47	7
		\$255.29

Estimated delivery if purchased today:
Mar. 08, 2023
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell EcoLoop Pro Briefcase - CC5623	460-BDKI	-	7	-
			Quantity	Subtotal
		\$1,060.95	21	\$22,279.95

OptiPlex 5000 Small Form Factor

Estimated delivery if purchased today:
Mar. 27, 2023
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 5000 Small Form Factor	210-BCRK	-	21	-
12th Generation Intel Core i5-12500 (6 Cores/18MB/12T/3.0GHz to 4.6GHz/65W)	338-CCWC	-	21	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	21	-
No Microsoft Office License Included	658-BCSB	-	21	-
16GB (1X16GB) DDR4 Non-ECC Memory	370-AGIY	-	21	-
M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive	400-BEUW	-	21	-
M.2 22x30 Thermal Pad	412-AAQT	-	21	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	21	-
Intel Integrated Graphics	490-BBFG	-	21	-
240 W internal power supply unit (PSU), 85% Efficient, 80 Plus Bronze	329-BGMJ	-	21	-
No Power Cord	450-ABHX	-	21	-
No Optical Drive	429-ABKF	-	21	-
CMS Software not included	632-BBBJ	-	21	-
No Media Card Reader	379-BBHM	-	21	-
No Chassis Intrusion Switch	461-AAEI	-	21	-
No Additional Add In Cards	382-BBHX	-	21	-
No Additional Video Ports	492-BCKH	-	21	-
SupportAssist	525-BBCL	-	21	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	21	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	21	-
Waves Maxx Audio	658-BBRB	-	21	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	21	-

Dell Optimizer	658-BEQP	-	21	-
Windows PKID Label	658-BFDQ	-	21	-
SW Driver, Intel Rapid Storage Technology, OptiPlex 5000	658-BFJT	-	21	-
Foxit PDF Editor v12	634-BZSL	-	21	-
ENERGY STAR Qualified	387-BBLW	-	21	-
System Monitoring not selected in this configuration	817-BBSI	-	21	-
Quick Start Guide	340-CYET	-	21	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	21	-
Shipping Material	340-CQYR	-	21	-
Shipping Label	389-BBUU	-	21	-
Regulatory Label for OptiPlex 5000 SFF 240W	389-ECPK	-	21	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	21	-
Intel Core i5 vPro Essentials Processor Label	340-CYUO	-	21	-
Desktop BTO Standard shipment	800-BBIO	-	21	-
No Keyboard Selected	580-AABG	-	21	-
No Mouse Selected	570-AAAF	-	21	-
No Cover Selected	325-BCZQ	-	21	-
Custom Configuration	817-BBBB	-	21	-
Internal Speaker	520-AARD	-	21	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	21	-
Intel vPro Essentials	631-ADES	-	21	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	21	-
ProSupport Plus: Accidental Damage Service, 5 Years	804-9103	-	21	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	804-9104	-	21	-
ProSupport Plus: Next Business Day Onsite 5 Years	804-9105	-	21	-
ProSupport Plus: 7x24 Technical Support, 5 Years	804-9106	-	21	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	21	-

	Quantity	Subtotal
	\$1,791.34	\$10,748.04

Mobile Precision 3570

Estimated delivery if purchased today:
Mar. 21, 2023
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3570 CTO	210-BDTQ	-	6	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	6	-
Intel Core i5-1235U vPro Essentials (12 MB Cache, 2+8 Core, 12 Threads, 1.30 GHz to 4.40 GHz, 15W)	379-BEVB	-	6	-
No Microsoft Office License Included	658-BCSB	-	6	-
Intel Core i5-1235U vPro Essentials 15W, with Integrated graphics	329-BGTE	-	6	-
Intel Integrated Graphics	490-BHMK	-	6	-
15.6" FHD 1920 x 1080, 60 Hz, 250 nit, non-touch, RGB Camera and Microphone, WLAN Capable	391-BGNU	-	6	-
HD Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBJE	-	6	-

16 GB, 1 x 16 GB, DDR4, 3200Mhz Non-ECC, SODIMM	370-AFXW	-	6	-
M.2 2230 256 GB, Gen 3 PCIe x4 NVMe, Solid State Drive	400-BNNK	-	6	-
No Additional Hard Drive	401-AAGM	-	6	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	6	-
Single Pointing, No Security, Thunderbolt 4	346-BHSU	-	6	-
Intel AX211 Wi-Fi 6/6E (up to 6GHz where available) 2x2 with Bluetooth Wireless	555-BHLT	-	6	-
3 Cell, 41WHr standard battery	451-BCXI	-	6	-
65W Type-C Adapter	492-BDGC	-	6	-
Intel ME disabled	631-ADFG	-	6	-
ENERGY STAR Qualified	387-BBLW	-	6	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	6	-
Foxit PDF Editor v12	634-BZSL	-	6	-
Quick Setup Guide for Mobile Precision 3570	340-CZFF	-	6	-
Custom Configuration	817-BBBB	-	6	-
Wireless Intel AX211 WLAN Driver	555-BHKF	-	6	-
E4 Power Cord 1M for US	537-BBDO	-	6	-
Bottom Cover for Integrated graphics and Intel U 15W CPUs	354-BBEP	-	6	-
Packaging for 65W Adapter	340-DBIS	-	6	-
Intel Core i5 Processor Label	340-CUEW	-	6	-
SupportAssist	525-BBCL	-	6	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	6	-
Dell Optimizer for Precision	640-BBSC	-	6	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	6	-
Waves Maxx Audio	658-BBRB	-	6	-
Dell Power Manager	658-BDVK	-	6	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	6	-
ProSupport Plus: Accidental Damage Service, 5 Years	997-1068	-	6	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	997-1089	-	6	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	6	-
ProSupport Plus: 7x24 Technical Support, 5 Years	997-1139	-	6	-
ProSupport Plus: Next Business Day Onsite, 5 Years	997-6068	-	6	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	6	-

			Quantity	Subtotal
Dell USB Slim DVD±RW drive - DW316		\$31.89	7	\$223.23

Estimated delivery if purchased today:
Mar. 09, 2023
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Kit - Dell USB Slim DVD+/-RW Drive - DW316 - SnP	429-AAUQ	-	7	-
			Quantity	Subtotal

Precision 3660 Tower**\$1,794.06****3****\$5,382.18**

Estimated delivery if purchased today:

Mar. 16, 2023

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Intel Core i7-12700K processor (25MB Cache, 12 Core (8P+4E), 3.6GHz to 5.0GHz (125W)) TDP	338-CDGH	-	3	-
VR Heatsink	412-ABBQ	-	3	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	3	-
No Microsoft Office License Included	658-BCSB	-	3	-
500W Platinum PSU, DAO	321-BHGG	-	3	-
16GB, 2x8GB, DDR5 up to 4400MHz UDIMM non-ECC memory	370-AGYD	-	3	-
Nvidia T1000, 4GB, 4mDP to DP adapter (Precision 3660T)	490-BHKW	-	3	-
C1 M.2 SSD Boot + SSD	449-BBXF	-	3	-
No SATA RAID	780-BBCJ	-	3	-
512GB PCIe NVMe Class 40 M.2 SSD	400-BNGP	-	3	-
Thermal Pad 3660	412-AAZW	-	3	-
No Hard Drive	400-AKZR	-	3	-
No Hard Drive	400-AKZR	-	3	-
No Hard Drive	400-AKZR	-	3	-
No Hard Drive	400-AKZR	-	3	-
No Hard Drive	400-AKZR	-	3	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	3	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABDW	-	3	-
Bezel ODD	429-ABMR	-	3	-
CMS Essentials DVD no Media	658-BBTV	-	3	-
Intel ME Disabled	631-ADHX	-	3	-
No Keyboard Selected	580-AABG	-	3	-
No Mouse Selected	570-AAAF	-	3	-
ENERGY STAR Qualified	387-BBLW	-	3	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	3	-
Dell Precision TPM	340-ACBY	-	3	-
Advanced CPU Air Cooler	412-ABBS	-	3	-
US Power Cord	450-AHDU	-	3	-
Quick Setup Guide, Precision 3660	340-CYVU	-	3	-
SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	3	-
Ship material - EPEAT Certification	340-CZQO	-	3	-
500W Platinum PSU Label	389-EDFT	-	3	-
Intel Core i7 Processor Label	340-CUEQ	-	3	-
Internal Speaker for Precision 3660	520-AAVW	-	3	-
No External ODD	429-ABGY	-	3	-
SupportAssist	525-BBCL	-	3	-

Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	3	-
Dell Optimizer for Precision	640-BBSC	-	3	-
Dell Premier Color 6.1	640-BBSN	-	3	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	3	-
Waves Maxx Audio	658-BBRB	-	3	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	3	-
Foxit PDF Editor v12	634-BZSL	-	3	-
Intel Rapid Storage Technology Driver, Precision 3660T	409-BCWP	-	3	-
Custom Configuration	817-BBBB	-	3	-
Precision 3660 Tower CTO BASE	210-BCUR	-	3	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	3	-
ProSupport Plus: 7x24 Technical Support, 5 Years	997-2861	-	3	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	997-2870	-	3	-
ProSupport Plus: Accidental Damage Service, 5 Years	997-2879	-	3	-
ProSupport Plus: Next Business Day Onsite, 5 Years	997-6822	-	3	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	3	-

	Quantity	Subtotal
\$190.19	8	\$1,521.52

Dell Dock- WD19S 90w Power Delivery - 130w AC

Estimated delivery if purchased today:
Mar. 09, 2023
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Dock – WD19S 90W Power Delivery – 130w AC	210-AZBG	-	8	-
Advanced Exchange Service, 3 Years	824-3984	-	8	-
Dell Limited Hardware Warranty	824-3993	-	8	-

Subtotal:	\$40,410.21
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$3,333.86

Total: \$43,744.07

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.