



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Agenda - Monday, June 05, 2023 - 6:00 PM

Call to Order

Roll Call

Invocation given by Director Steven Hollibush

Pledge of Allegiance led by Fire Chief David Fletcher

CITIZEN COMMUNICATION

A limit of five (5) minutes per person is allotted for citizens to express their concerns to the Board of Directors, with a maximum of fifty (50) minutes reserved for Citizens Communication. The Board of Directors cannot respond to citizens' concerns during this time.

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

PRESENTATION(S)

1. Presentation of the City of Texarkana, Arkansas Employee Service Awards. (ADMIN)
2. Presentation of the Miller County Hazard Mitigation Plan. (TAFD) Fire Chief David Fletcher and Katie Hardy with Southwest Arkansas Planning & Development District (SWAPDD)
3. Presentation of the Comprehensive Plan. (PWD-Planning) City Planner Mary Beck

CONSENT

4. Approval of the minutes of the regular meeting May 15, 2023, and the special called meeting May 23, 2023. (CCD) City Clerk Heather Soyars
5. Adopt a Resolution approving the reimbursement of \$37,683.00 to the Texarkana Regional Airport from American Rescue Act Funds. (FIN) Acting City Manager/Finance Director TyRhonda Henderson
6. Adopt a Resolution authorizing the Acting City Manager to enter into a contract with McLarty Ford for the purchase of a 2023 F250 4x4 crew cab $\frac{3}{4}$ ton pickup truck. (PARKS) Parks and Recreation Director Adam Dalby

7. Adopt a Resolution authorizing the Acting City Manager to enter into a contract with Rorie Stone Construction, LLC, for the Old Blackman Ferry Road Water Extension Project. (TWU) Executive Director Gary Smith

REGULAR

8. Adopt a Resolution authorizing the Acting City Manager to enter into a construction contract with Francis Excavating, LLC, for Rolling Ridge Drive, Dudley Avenue and Woodland Road Rehabilitation Projects. (PWD) Public Works Director Tyler Richards
9. Adopt a Resolution authorizing and directing the Acting City Manager to enter into an agreement with Crossties, LLC, and Crossties of Texarkana, Inc., to create a downtown event venue. (PARKS) Parks & Recreation Director Adam Dalby
10. Adopt an Ordinance amending the *City of Texarkana, Arkansas, Code of Ordinances* Chapter 27.5 for the Operation of Wreckers and Wrecker Businesses. (TAPD) Police Chief Michael Kramm
11. Adopt an Ordinance to rezone a tract of land located at 3604 North Stateline Avenue, from C-3 Open-display commercial zoning to C-1 General retail commercial in order to divide the property. (Ward 4) (PWD-Planning) City Planner Mary Beck

BOARD OF DIRECTORS' COMMENTARY

NEXT MEETING DATE: Tuesday, June 20, 2023

EXECUTIVE SESSION

12. Adopt a Resolution making an appointment to the City Beautiful Commission and the Library Board. (CCD) City Clerk Heather Soyars

ADJOURN

2023 City Calendar

Gateway Farmers Market - Open Tuesdays, Thursdays, Saturdays - 7AM- Noon

Gateway Farmers Market Grand Opening - Saturday, June 17th - 7AM - Noon

Sesquicentennial Ball – July 8th

Gateway Farmers Market National Farmers Market Week - Saturday, July 15th - 7AM - Noon

Gateway Farmers Market Salsa Contest - Saturday, August 5th - 7AM - Noon

Gateway Farmers Market Fall Tailgates & Tables - Saturday, September 16th - 8AM - 2PM

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

AGENDA DATE: June 5 2023

ITEM TYPE: Ordinance Resolution Other : Presentation

DEPARTMENT: City Clerk Department

PREPARED BY: Heather Soyars, City Clerk

REQUEST: Presentation of employee service awards.

EMERGENCY CLAUSE: N/A

SUMMARY: Employee Service Awards:

Alan Collins	TAPD	5 Years
Christopher Cagle	TWU	5 Years
Ricky Hernandez	TWU	5 Years
Michael Thomas	TWU	5 Years
Robert Kunert	TWU	15 Years

EXPENSE REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**RECOMMENDED
ACTION:** N/A

EXHIBITS: None

Moving forward

Comments about the consolidated Plan



What the plan does

Managing expectations

What the plan does:

General Purposes

To provide tools for the City, Redi, Chamber, and others to promote the City.

Provides recommendations & guidance for development of land uses, building types, activities, etc. Inclusive of public input to benefit local investment and quality of life.

What those tools are

Maps that illustrate the community condition and vision

Survey results that show local interests and desires

Analysis of strengths and weaknesses

How the tools apply

Population map - Shows locations of dwellings

Permit map - Shows where investment has occurred

Master street plan - Shows connectivity and plans for connectivity

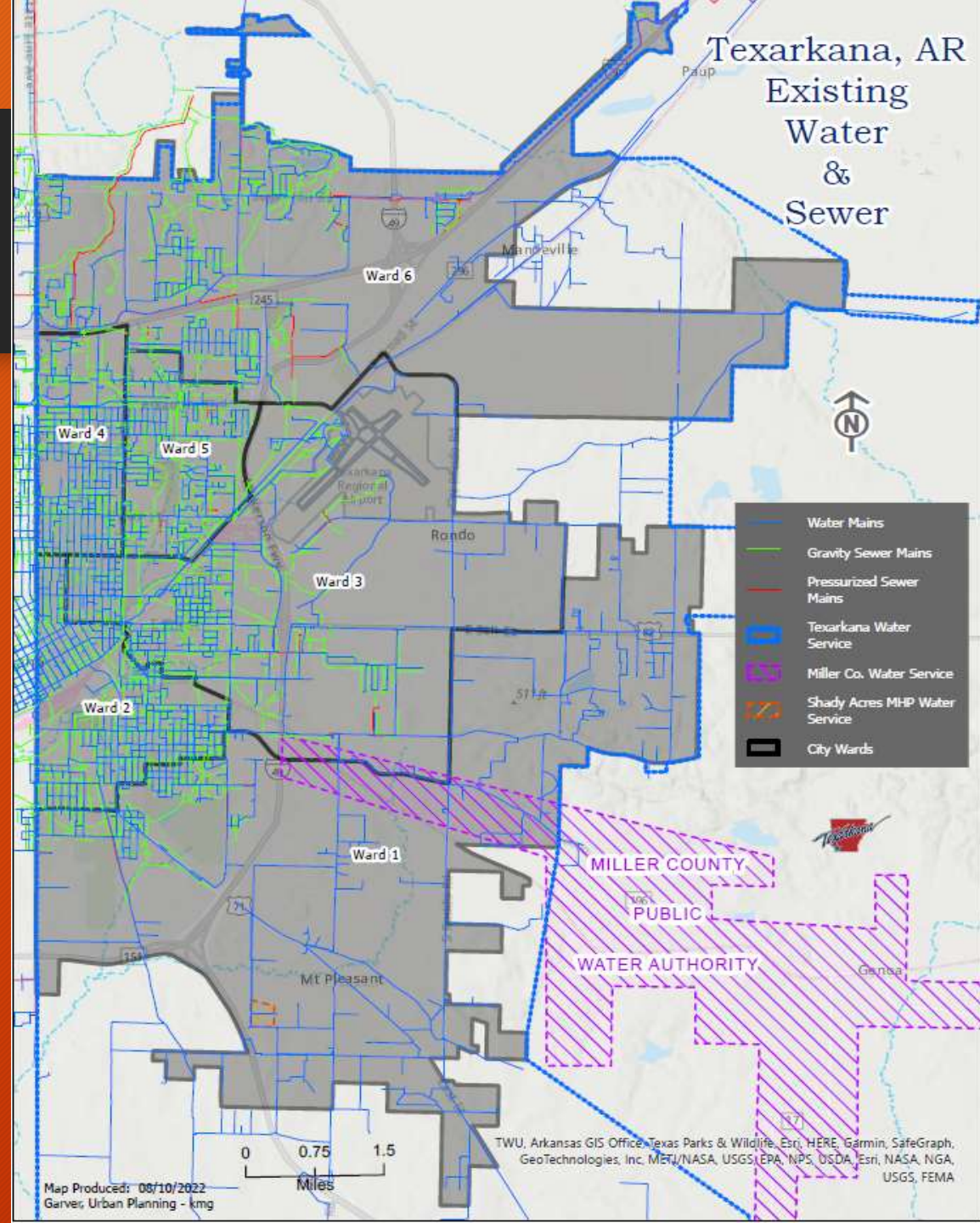
Trails connections - Shows bike/ped travel options now and future

Land use map - Shows what is currently happening on the ground.

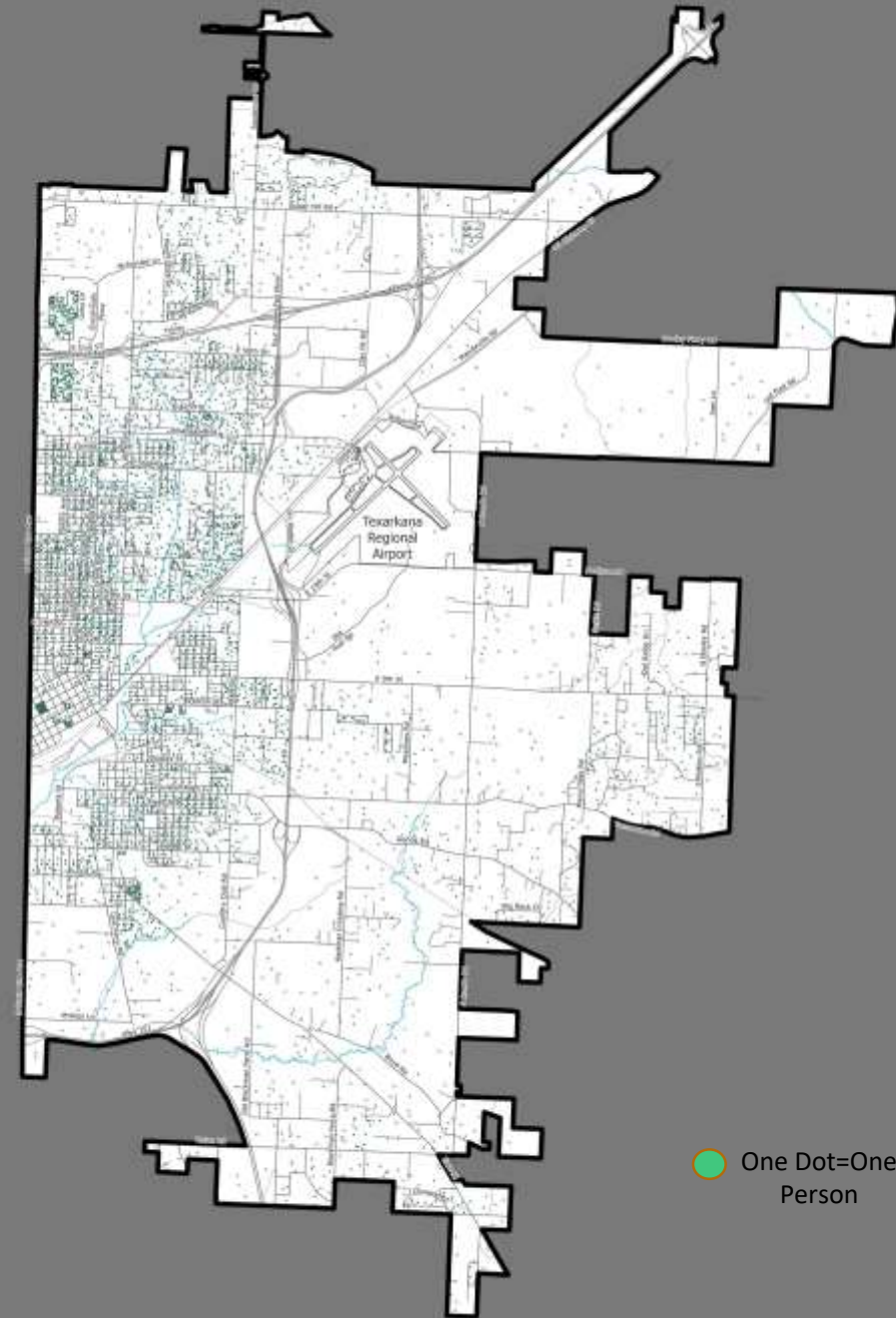
Future land use and master plan - Puts together the information to guide development

Maps to evaluate conditions and guide growth

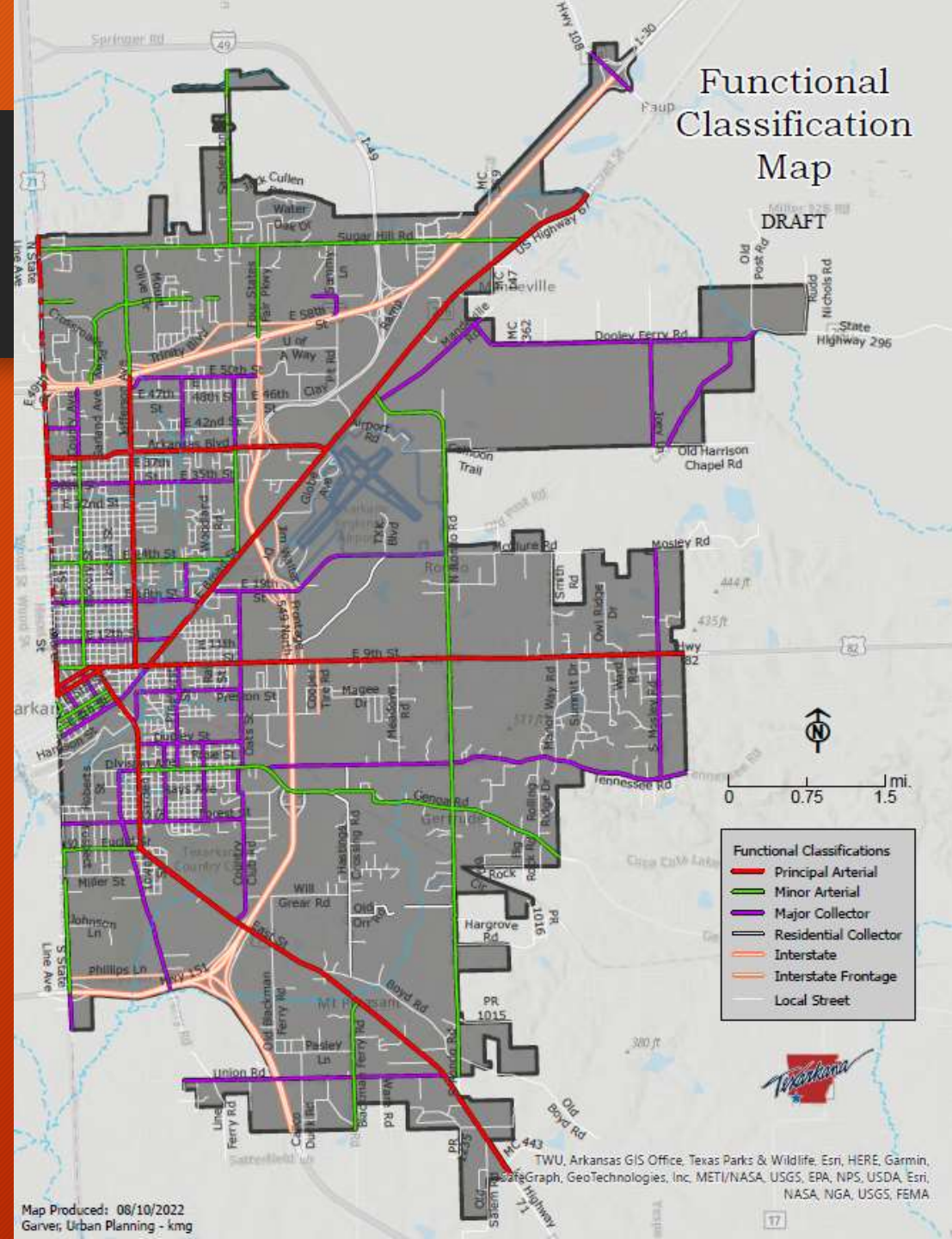
Water and Sewer Map



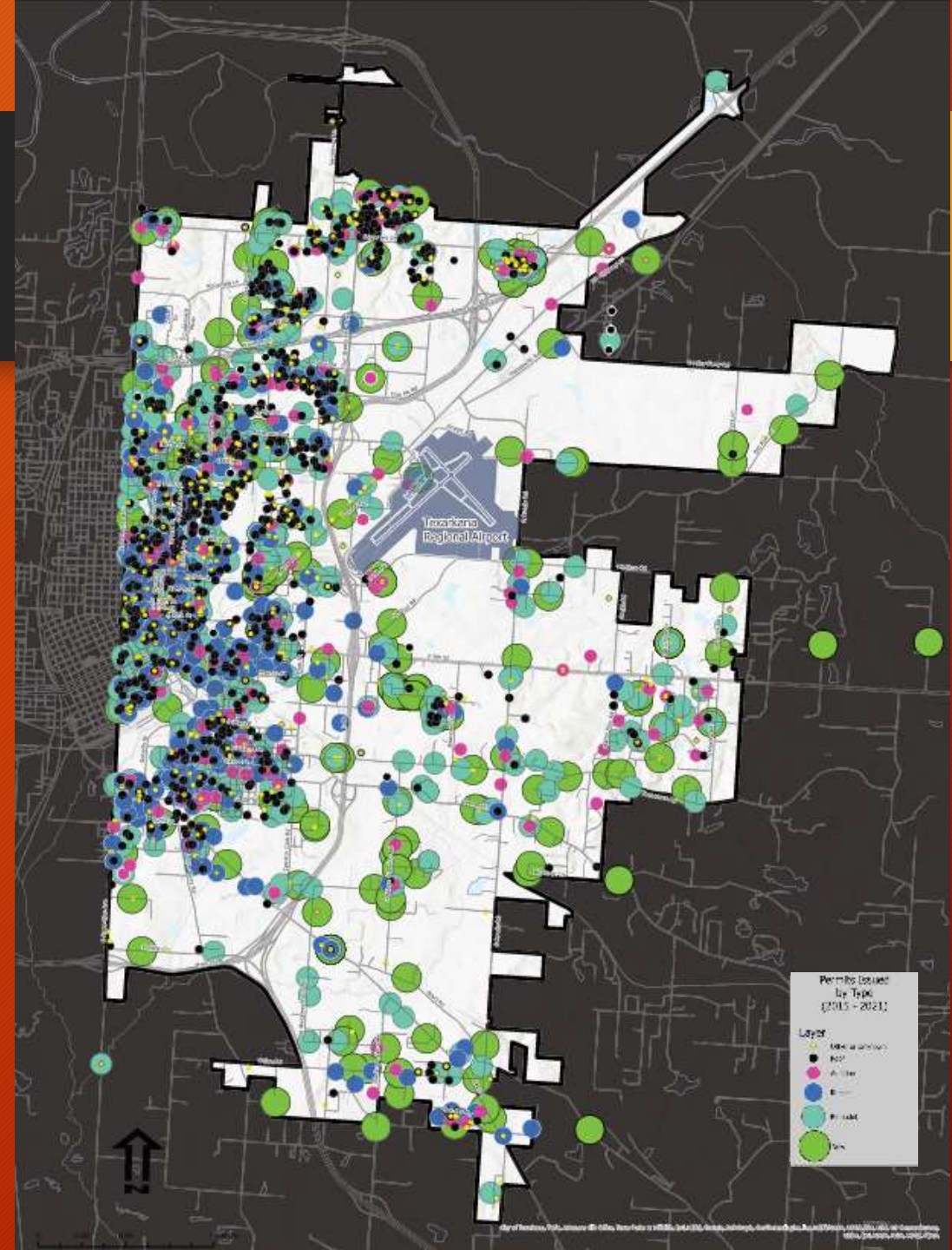
Population Density



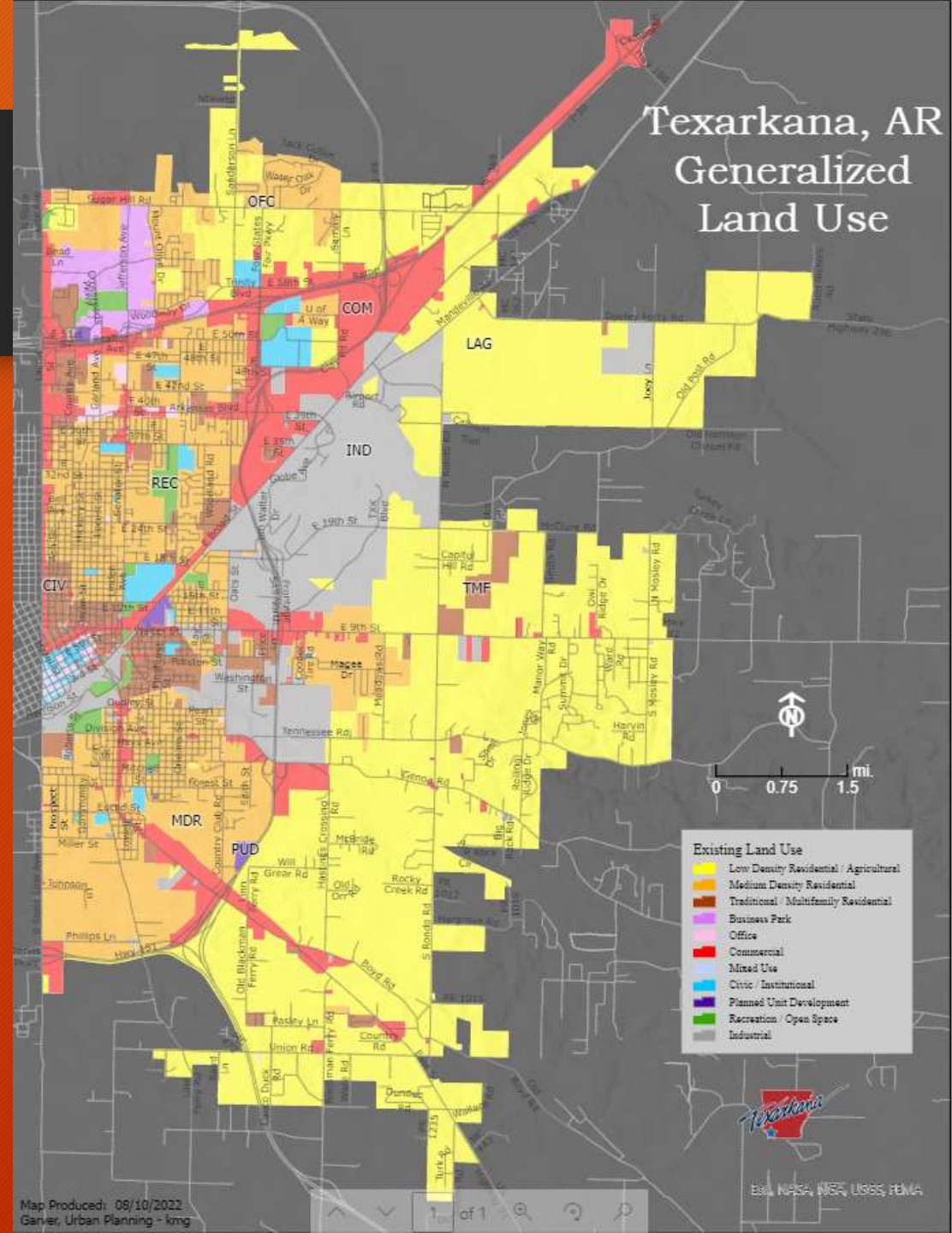
Existing Street Classification Map



Residential Permits 2015-2021



Existing Land Use Map



What the plan doesn't do

Doesn't address individual issues of land use

Doesn't make decisions in place of the City process

Doesn't impede changing conditions adaptability



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE:	Approval of the minutes of the regular meeting May 15, 2023, and the special called meeting May 23, 2023. (CCD) City Clerk Heather Soyars
AGENDA DATE:	June 5, 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, May 15, 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: Acting City Manager/Finance Director TyRhonda Henderson, City Attorney Joshua Potter, City Clerk Heather Soyars, and Deputy City Clerk Jenny Narens.

*Director Brewer arrived at 6:01 PM. *

Invocation given by Mayor Brown.

Pledge of Allegiance led by David Carlton, Troop 86 Senior Patrol Leader.

CITIZEN COMMUNICATION

The following persons spoke about the flooding problem on Savannah Circle, not only in the yards but also in the street.

- Juanita Ardwin, property owner on Savannah Circle.
- Lynn Lawson, 4214 Savannah Circle.
- Delbert Henry, 4218 Savannah Circle.

Christina Tutt, spoke about the problems she had with the Animal Care and Adoption Center.

Mr. Hollis spoke with regards to the parking lot on Arkansas Boulevard by the Nix Creek Walking Trail.

Sherry Hurley, 1709 Pearl Street, wanted to let the Board know about the water flooding problem and road conditions in the College Hill area.

Director Harris gave a presentation regarding the road conditions in his Ward.

Fire Chief David Fletcher wanted to advise the Board of Directors that at the next meeting, Katie Hardy with Southwest Arkansas Planning and Development District (SWAPDD), would give a presentation regarding the hazardous mitigation plan.

PROCLAMATIONS

1. Proclamation presented to Chief Michael Kramm for Police Appreciation Week, May 14-20, 2023. (CCD) City Clerk Heather Soyars
2. Proclamation presented to Public Works Director Tyler Richards for Public Works Appreciation Week, May 21-27, 2023. (CCD) City Clerk Heather Soyars

PRESENTATION

3. Public Works Update. (PWD) Public Works Director Tyler Richards.

*Assistant Mayor Roberts left the Board Room at 7:11 PM and returned at 7:14 PM. *

CONSENT

Director Harris requested Item 8. Adopt a Resolution declaring Public Works equipment surplus and authorizing disposal in accordance with Arkansas Law. (PWD) Public Works Director Tyler Richards, be removed from the Consent agenda.

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

4. Approval of the minutes of the special called meeting at 12:00 PM on April 27, 2023, the regular meeting at 6:00 PM on May 1, 2023, and the special called meeting at 5:00 PM on May 8, 2023. (CCD) City Clerk Heather Soyars
5. Resolution No. 2023-39 approved the reimbursement of \$10,335.33 to the Texarkana Regional Airport from American Rescue Act Funds. (FIN) Acting City Manager/Finance Director TyRhonda Henderson
6. Resolution No. 2023-40 authorized the Acting City Manager to enter into a contract with Artex Electric for the purchase and installation of poles and LED lighting at Field 1 of the Pondexter Sports Complex. (PARKS) Parks and Recreation Director Adam Dalby
7. Resolution No. 2023-41 authorized the Acting City Manager to enter into a Purchase Agreement with Ledwell & Son Enterprises, Inc., for a 2,000 Gallon Water Truck. (PWD) Public Works Director Tyler Richards
9. Resolution No. 2023-42 authorized the Acting City Manager to enter into a Construction Contract with Jack Yates Drywall, Inc., for the Rehabilitation of City Hall Restrooms. (PWD) Public Works Director Tyler Richards

REGULAR

8. Resolution No. 2023-43 declared Public Works equipment surplus and authorized disposal in accordance with Arkansas Law. (PWD) Public Works Director Tyler Richards

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. Resolution No. 2023-44 approved the Airport Authority to enter into an agreement with the Yates Foundation, LLC., to name the new terminal the “Jim E. Yates Terminal”. (AIRPORT)
Airport Director Paul Mehrlich

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.

11. Resolution No. 2023-45 accepted the proposed redistricting wards map. (ADMIN) Acting City Manager/Finance Director TyRhonda Henderson

After a brief discussion, the motion to adopt the resolution made by Assistant Mayor Roberts, 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 Mayor declared the resolution adopted.

12. Ordinance No. 18-2023 authorized the Board of Directors to amend Section 17-4 of the *City of Texarkana, Arkansas, Code of Ordinances* and provide for certain new fees for the rental and use of Front Street Festival Plaza. (PARKS) Parks and Recreation Director Adam Dalby

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 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 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 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 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 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 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.

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

Motion to enact the emergency clause made by Director 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.

BOARD OF DIRECTORS' COMMENTARY

Director Brewer told the residents of Savannah Circle he would be in touch with them and hoped to resolve the water problem.

Director Hart thanked the Yates Foundation, LLC.

EXECUTIVE SESSION

The Board of Directors entered Executive Session at 7:58 PM.

*Assistant Mayor Roberts left the Board Room at 8:09 PM and returned at 8:11 PM. *

The Mayor reconvened the meeting at 8:15 PM, and no action was taken.

NEXT MEETING DATE: Monday, June 5, 2023

ADJOURN

Motion to adjourn made by Director Hart, 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 meeting adjourned at 8:15 PM.

APPROVED this the 5th day of June 2023.

Allen L. Brown, Mayor

Jenny Narens, Deputy City Clerk



Special Called Meeting of the Board of Directors

City of Texarkana, Arkansas
216 Walnut Street

Minutes - Tuesday, May 23, 2023 - 4:30 PM

Mayor Allen Brown called the meeting to order at 4:30 PM.

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

ALSO, PRESENT: City Clerk Heather Soyars.

ABSENT: Ward 4 Director Ulysses Brewer, and Ward 6 Jeff Hart.

EXECUTIVE SESSION

The Board of Directors entered Executive Session at 4:33 PM to interview a candidate for the city manager position via Zoom.

The Mayor reconvened the meeting at 5:26 PM, and no action was taken.

ADJOURN

Motion to adjourn made by Director Hollibush, Seconded by Assistant Mayor Roberts.

Voting Yea: Mayor Brown, Assistant Mayor Ward 1 Terry Roberts, Ward 2 Director Laney Harris, Ward 3 Director Steven Hollibush, and Ward 5 Director Danny Jewell.

The motion carried 5-0 and the meeting adjourned at 5:27 PM.

APPROVED this the 5th day of June 2023.

Allen L. Brown, Mayor

Jenny Narens, Deputy City Clerk



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution approving the reimbursement of \$37,683.00 to the Texarkana Regional Airport from American Rescue Act Funds. (FIN)
Acting City Manager/Finance Director TyRhonda Henderson

AGENDA DATE: 05/15/2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Finance Department

PREPARED BY: TyRhonda Henderson, Acting City Manager/Finance Director

REQUEST: N/A

EMERGENCY CLAUSE: N/A

SUMMARY: The American Rescue Act Fund was approved by the City of Texarkana, Arkansas Board of Directors on December 20, 2021 with resolution 2021-65. This budget allocated \$972,090 in 2021 and the remaining \$656,637 in 2022. Of the total \$1,628,727, \$323,262.33 has been spent. The purpose of this agenda item is to approve the reimbursement of \$37,683.00 to the Texarkana Regional Airport for engineering services in connection with the Terminal Parking Lot Construction. As this would be considered a general governmental service, it is eligible for reimbursement due to the City receiving less than \$10 million from the American Rescue Plan Act.

EXPENSE REQUIRED: \$37,683.00

AMOUNT BUDGETED: \$37,683.00

**APPROPRIATION
REQUIRED:** \$0

**RECOMMENDED
ACTION:** Acting City Manager and staff recommend approval

EXHIBITS: Resolution and invoice

RESOLUTION NO. _____

WHEREAS, allocated American Rescue Plan Act (ARPA) Funds remain available for use in accordance with applicable law and restriction; and

WHEREAS, of the total ARPA funds allocated, \$1,628,727.00, the total spent to date is \$323,262.33; and

WHEREAS, an eligible use of a portion of such funds is to reimburse the Airport Authority for \$37,683.00 incurred in connection with the terminal parking lot construction; and

WHEREAS, the Acting City Manager and staff recommend approval;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that the reimbursement described herein is approved and, further, all applicable City budgets are appropriately amended.

PASSED AND APPROVED this 5th day of June, 2023.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney



Please remit payment to: 7302 Kanis Road | Little Rock, AR 72204
 For account information contact: Little Rock: 501.371.0272
 Fayetteville: 479.443.2377
 Fort Smith: 479.434.5333

Texarkana Regional Airport Authority
 Paul Mehrlich, Executive Director of Aviation
 201 Airport Drive
 Texarkana, AR 71854

Invoice number 225838-001
 Date 04/10/2023
 Project **225838 Texarkana Regional Airport Terminal Parking Lot Construction**

Billing Period: June 1, 2022 through March 31, 2023

Engineering services in connection with the above referenced project in accordance with our agreement and Work order #8.

	Amount	
PROJECT DEVELOPMENT		
Contract Amount	11,970.00	
Percent Complete	100.00	
Prior Billed	0.00	
Total Billed	11,970.00	
	Current Billed	11,970.00
GEOTECHNICAL INVESTIGATION		
Contract Amount	11,913.00	
Percent Complete	100.00	
Prior Billed	0.00	
Total Billed	11,913.00	
	Current Billed	11,913.00
ART SCULPTURE AND WATER FEATURE COORDINATION		
Contract Amount	32,876.00	
Percent Complete	13.69	
Prior Billed	0.00	
Total Billed	4,500.00	
	Current Billed	4,500.00
SOLAR PANEL DESIGN COORDINATION		
Contract Amount	18,603.00	
Percent Complete	49.99	
Prior Billed	0.00	
Total Billed	9,300.00	
	Current Billed	9,300.00
GRANT ADMINISTRATION AND CLOSEOUTS		
Contract Amount	8,777.00	
Percent Complete	0.00	
Prior Billed	0.00	
Total Billed	0.00	
	Current Billed	0.00

Amount

CONSTRUCTION CONTRACT ADMINISTRATION

Contract Amount	34,246.00
Percent Complete	0.00
Prior Billed	0.00
Total Billed	0.00

Current Billed 0.00

CONSTRUCTION MATERIALS TESTING

Contract Amount	56,454.00
Percent Complete	0.00
Prior Billed	0.00
Total Billed	0.00

Current Billed 0.00

CONSTRUCTION SUPPORT SERVICES

Contract Amount	132,776.00
Percent Complete	0.00
Prior Billed	0.00
Total Billed	0.00

Current Billed 0.00

Total 37,683.00

Invoice total **37,683.00**

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
PROJECT DEVELOPMENT	11,970.00	0.00	11,970.00	11,970.00
GEOTECHNICAL INVESTIGATION	11,913.00	0.00	11,913.00	11,913.00
ART SCULPTURE AND WATER FEATURE COORDINATION	32,876.00	0.00	4,500.00	4,500.00
SOLAR PANEL DESIGN COORDINATION	18,603.00	0.00	9,300.00	9,300.00
GRANT ADMINISTRATION AND CLOSEOUTS	8,777.00	0.00	0.00	0.00
CONSTRUCTION CONTRACT ADMINISTRATION	34,246.00	0.00	0.00	0.00
CONSTRUCTION MATERIALS TESTING	56,454.00	0.00	0.00	0.00
CONSTRUCTION SUPPORT SERVICES	132,776.00	0.00	0.00	0.00
Total	307,615.00	0.00	37,683.00	37,683.00

Approved by:

Matthew R. Vinyard
 Project Manager, P.E.



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the Acting City Manager to enter into a contract with McLarty Ford for the purchase of a 2023 F250 4x4 crew cab ¾ ton pickup truck. (PARKS) Parks and Recreation Director Adam Dalby

AGENDA DATE: June 5, 2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Parks and Recreation Department

PREPARED BY: Adam Dalby, Parks and Recreation Director

REQUEST: Adopt a resolution authorizing the Acting City Manager to enter into a contract with McLarty Ford for the purchase of a 2023 F250 4x4 crew cab ¾ ton pickup truck.

EMERGENCY CLAUSE: N/A

SUMMARY: A resolution authorizing the Acting City Manager to enter into a contract with McLarty Ford for the purchase of a 2023 F250 4x4 crew cab ¾ ton pickup truck in the amount of fifty thousand and four hundred and forty-nine dollars and thirty four cents (\$50,449.34).

The City solicited bids on April 23rd and April 30th, 2023.

One bid was received as listed below:

McClarty Ford \$50,449.34

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

EXPENSE REQUIRED: \$50,449.34

AMOUNT BUDGETED: \$50,449.34 (\$50,449.34 from Advertising and Promotion Commission, approved October 19, 2022)

**APPROPRIATION
REQUIRED:** \$0.00

**RECOMMENDED
ACTION:** Acting City Manager and staff recommend Board approval.

EXHIBITS: Resolution, Quote, Bid Ad and Bid Tab

RESOLUTION NO. _____

WHEREAS, upon advertisement, a low bid was submitted to the Parks and Recreation Department by McLarty Ford in the amount of \$50,449.34 for the purchase of a 2023 F250 4x4 crew cab ¼ ton pickup truck; and

WHEREAS, funds for the purchase of the F250 crew cab pickup truck were awarded from the Advertising and Promotion Commission and are available; and

WHEREAS, the Acting City Manager and staff recommend approval;

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

PASSED AND APPROVED this 5th day of June, 2023.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney



Preview Order T22A - W2B 4x4 Crew Cab SRW: Order Summary Time of Preview: 04/17/2023 16:27:17 Receipt: 2/7/2023

Dealership Name: McLarty Ford

Sales Code : F52327

Dealer Rep.	ANDREW JOHNSON	Type	Retail	Vehicle Line	Superduty	Order Code	T22A
Customer Name	C Texarkana Arkansas	Priority Code	14	Model Year	2023	Price Level	335

DESCRIPTION	MSRP	INVOICE	DESCRIPTION	MSRP	INVOICE
F250 4X4 CREW CAB PICKUP/160	\$50560	\$48032	3.73 ELECTRONIC-LOCKING AXLE	\$430	\$392
160 INCH WHEELBASE	\$0	\$0	JOB #2 ORDER	\$0	\$0
OXFORD WHITE	\$0	\$0	CV LOT MANAGEMENT	\$0	\$10
VINYL 40/20/40 SEATS	\$0	\$0	FRONT LICENSE PLATE BRACKET	\$0	\$0
MEDIUM DARK SLATE	\$0	\$0	FX4 OFF-ROAD PACKAGE	\$495	\$451
PREFERRED EQUIPMENT PKG.600A	\$0	\$0	.SKID PLATES	\$0	\$0
.XL TRIM	\$0	\$0	10000# GVWR PACKAGE	\$0	\$0
.AIR CONDITIONING -- CFC FREE	\$0	\$0	50 STATE EMISSIONS	\$0	\$0
.AM/FM STEREO MP3/CLK	\$0	\$0	JACK	\$0	\$0
.6.8L DEVCT NA PFI V8 ENGINE	\$0	\$0	FUEL CHARGE	\$0	\$119.34
10-SPEED AUTO TORQSHIFT-G	\$0	\$0	PRICED DORA	\$0	\$0
LT245/75R17E BSW ALL-TERRAIN	\$165	\$150	DESTINATION & DELIVERY	\$1895	\$1895

	MSRP	INVOICE
TOTAL BASE AND OPTIONS	\$53545	\$51049.34
DISCOUNTS	NA	NA
TOTAL	\$53545	\$51049.34

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date

This is not an invoice.

600
\$50,449.34
+ Any Fees

4190 Legal Notices

particularly described as:
A ONE ACRE TRACT OF LAND, BEING A PART OF THE NORTH-EAST QUARTER OF THE NORTH-EAST QUARTER (NE 1/4 NE 1/4) OF SECTION FIVE (5), TOWNSHIP SEVENTEEN (17) SOUTH, RANGE TWENTY-EIGHT (28) WEST, MILLER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT AN IRON PIPE, SOUTH 1264.92 FEET AND N. 89 DEGREES 50 MINUTES 29 SECONDS W., 674.97 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 5; THENCE NORTH, 248.41 FEET TO AN IRON PIPE; THENCE EAST, 175 FEET TO AN IRON PIPE; THENCE SOUTH, 249.41 FEET TO AN IRON PIPE; THENCE N. 89 DEGREES 50 MINUTES 29 SECONDS W., 175.46 FEET TO THE POINT OF BEGINNING.

STREET ADDRESS: 2297 MILLER COUNTY 28, TEXARKANA, AR 71854

This sale is subject to all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any priorities or encumbrances as well as any priority created by fixture filing; and to any matter that an accurate survey of the premises might disclose.

WITNESS my hand this 24th day of February, 2023.

McCarthy & Holthus, LLP
Kimberly Glover, Attorney Reg. No. 20181115
Cole Patton, Attorney Reg. No. 2018206
McCarthy & Holthus, LLP
One Union Plaza
124 West Capitol, Ste. 865
Little Rock, Arkansas 72201
(214) 291-3800; Fax (214) 291-3801; Direct Mail to: 125 West 15th Street, Suite 1060
Plano, TX 75075
214-291-3800

ADVERTISEMENT FOR BIDS
Bids will be received at the Office of Parks and Recreation Director, Texarkana Recreation Center, 1 Legion Street, City of Texarkana, Arkansas 71854 until 11:00 AM on May 12, 2023, for the purchase of a 2023 3/4 Ton Crew Cab Truck. Bid Documents and Specifications may be obtained from the Office of the Parks and Recreation Director, Texarkana Recreation Center, 1 Legion Street, Texarkana, Arkansas 71854 immediately. For more information, please call 870-779-4943
adam.dalby@bkkusa.org

Application has been made with the Texas Alcoholic Beverage Commission for an Original Wine and Malt Beverage Retailer's Off-Premise permit, by OKLAHOMA QUIKTRIP BEVERAGE CORPORATION dba QUIKTRIP #7900 to be located at 4102 N Kings HWY, Texarkana, Bowie County, TX 75503. Joseph S. Faust - President, Robert L. Purnell - V. Pres, Jesse L.

4190 Legal Notices

able on the City's Website <http://ci.texarkana.tx.us/345/Purchasing> or email readonna.jones@bkkusa.org or joanne.gray@bkkusa.org

Request for Proposals - Legal Services
City of Texarkana, Arkansas Advertising and Promotions Commission

I. Background
The City of Texarkana, Arkansas Advertising and Promotions Commission (A&P Commission) is currently represented by General Counsel, Josh Potter, who currently represents the City as General Counsel. He has recently submitted his letter of resignation. This Request for Proposals is developed pursuant to §§19-11-803, 804, 805. Respondents may submit proposals for General Counsel legal services. Firms or individual attorneys should be licensed to practice in Arkansas and an Arkansas Resident.

II. Approach
The A&P Commission reserves the right to choose one firm or individual for general counsel services.

III. Types of Legal Service Sought
There are several broad types of legal services required by the A&P Commission. Individual attorneys or firms shall do all general counsel services listed below.

- Provide legal research, advice, and opinions to A&P Commissioners and City Staff on all aspects of A&P Commission operations.
- Attend all A&P Meetings serving as A&P Attorney and providing legal counsel and direction. It will be General Counsel's responsibility to notify the City's Finance Department of their pending absence.
- Provide all secretarial support, office supplies, and all law books and materials necessary to meet the A&P Commission's legal needs.

IV. Conflict of Interest
Firms or individual attorneys submitting proposals for legal services should be sensitive to potential conflict of interests. All potential conflicts must be disclosed.

V. Fees for Legal Services
Pursuant to §19-11-804, the A&P Commission's shall select the firm or individual attorney best qualified through the evaluation process and negotiate a contract with that firm or individual attorney. Fees are not a consideration until the most qualified firm or individual attorney is selected and negotiations have begun.

VI. Proposal Content
The following information must be included in the proposal:
a. Transmittal letter.
b. Name, address, and contact person for the firm or individual attorney.
c. Indicate any additional services you may be able to provide as the A&P Commission's General Legal Counsel in your proposal.
d. Specialized experience and technical competence of firm or individual attorney providing the proposed service. This should include specific, detailed information regarding the attorney actually providing services if the proposal is submitted by a firm. Municipal experience will be considered a plus, and statements should highlight past governmental clients.
e. Capacity and capability of the firm or individual attorney to perform the work involved. Specifically, a list of current clients should be provided with a clear explanation of how the A&P Commission's workload will be balanced against existing clients.

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It is anticipated the contract will be awarded by July 19, 2023. This publication was paid for by the City of Texarkana, Arkansas, A&P Commission in the amount of \$94,168.

IN THE CIRCUIT COURT OF MILLER COUNTY, ARKANSAS PROBATE DIVISION
IN THE MATTER OF THE ESTATE OF WILLIE CARROLL, III, DECEASED

NO. 46PR-22-192
Last known address of decedent: 2107 Dudley St, Texarkana, AR 71854

Date of death: June 10, 2022
NOTICE OF APPOINTMENT OF SPECIAL ADMINISTRATOR AND FILING OF CLAIMS
The undersigned, Carrie Mae Carroll, was appointed Special Administrator of the estate of the abovenamed decedent on September 13, 2022. All persons having claims against the estate must exhibit them, duly verified, to the undersigned within six (6) months from the date of the first publication of this notice, or they shall be forever barred and precluded from any benefit in the estate.

This notice first published the 23rd day of April, 2023. Carrie Mae Carroll, Special Administrator of the Estate of Willie Carroll, III Mailing Address of Special Administrator: c/o Appellate Solutions, PLLC 1501 N. University Ave., Suite 310 Little Rock, AR 72207
Attorneys for Estate: Deborah Riordan, Ark. Bar No. 93231 Appellate Solutions, PLLC d/b/a Riordan Law Firm 1501 N. University Ave., Suite 310 Little Rock, AR 72207 (501) 235-8235 Telephone (501) 235-8234 Facsimile

Trustee Sale, No. AR 22-95045-NJ

NOTICE OF DEFAULT AND INTENTION TO SELL
YOU MAY LOSE YOUR PROPERTY IF YOU DO NOT TAKE IMMEDIATE ACTION
McCarthy & Holthus, LLP MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

On 10/29/26003, JEWELL RAYMOND KINSEY AND EUNICE WANEZ KINSEY, HUSBAND AND WIFE executed a Security Instrument encumbering certain property therein described in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS A NOMINEE FOR MORTGAGE INVESTORS CORPORATION, ITS SUCCESSORS AND ASSIGNS which was recorded on 11/21/2003, in Book M248, Page 548, or Document Number N/A, in the real property records of Pike County, Arkansas.

A default has occurred due to the failure to make timely payments of the indebtedness as required under the terms of the Security Instrument. The maturity of the indebtedness secured by the Security Instrument is hereby accelerated, and the Mortgage or Trustee intends to sell the property pursuant to the Security Instrument to satisfy the indebtedness.

The Mortgagee or Beneficiary has complied with the conditions to exercise the power of sale as set forth in Ark. Code Ann § 18-50-103. The party initiating this action is NewRez LLD d/b/a Shellpoint Mortgage Servicing, 75 Beattie Place, SUITE 300, GREENVILLE, SC, 29601, 800-385-7107. The Mortgagee or Beneficiary has instructed the McCarthy & Holthus, LLP to sell the property pursuant to the default provisions of the Security Instrument.
McCarthy & Holthus, LLP, as Attorney-in-Fact or as Trustee,

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WITNESS my hand this 17th day of February, 2023.

McCarthy & Holthus, LLP
Kimberly Glover, Attorney Reg. No. 20181115
McCarthy & Holthus, LLP
One Union Plaza
124 West Capitol, Ste. 865
Little Rock, Arkansas 72201
2314-291-3800; Fax (214) 291-3801
Direct mail to: 1255 West 15th Street, Suite 1060
Plano, TX 75075
(214)291-3800

NOTICE TO CREDITORS
Notice is hereby given that Letters Testamentary for the Estate of Duella Pipes Reader, Deceased, were issued to Owen Pipes on April 24, 2023, Docket No. 43643, County Court of Bowie County, Texas. Claims may be presented to Owen Pipes, Independent Executor, c/o K. Kemp, Attorney, P. O. Box 53, Texarkana, TX 75504. All persons having claims against this estate which is currently being administered are required to present them within the time and in the manner prescribed by law.

IN THE CIRCUIT COURT OF GARLAND COUNTY, ARKANSAS FOURTH DIVISION
CASE NO. 26 CV 22-1272
JOHN GIBSON AUTO SALES, INC., PLAINTIFF VS.
CELESTINE FORT, DEFENDANT
WARNING ORDER

To CELESTINE FORT:
You are hereby notified that a case has been filed in the Circuit Court of Garland County, Arkansas, Fourth Division, which may affect your rights. The Complaint is for Replevin and other relief. The Plaintiff seeks possession of a 2017 Cam-Am Spyder F3 VIN: 2BXPRED020HV000648 automobile. The Plaintiff sold the Defendant pursuant to a Motor Vehicle Retail Installment Sales Contract and seeks to enforce the terms of the contract. You are hereby warned to appear in this Court within thirty (30) days and answer the Complaint. You or any interested parties are hereby warned to appear in this Court within thirty (30) days of the first publication of the warning order or face entry of judgement by default or be otherwise barred from asserting your interests. In Witness Whereof, I have hereunto set my hand and seal as Clerk of the Court on this 17th day of April 2023.
Kristle Womble-Hughes, Circuit Clerk
By: Tammi Tucker, Deputy Clerk

NOTICE TO CREDITORS
Notice is hereby given that Letters Testamentary for the Estate of James "Jimmy" Woodrow Brown, Jr., Deceased, were issued to Monica Black on April 24, 2023, Docket No. 43644, County Court of Bowie County, Texas. Claims may be presented to Monica Black, Independent Executrix, c/o K. Kemp, Attorney, P. O. Box 53, Texarkana, TX 75504. All persons having claims against this estate which is currently being administered are required to present them within the time and in the manner prescribed by law.

IN THE CIRCUIT COURT OF MILLER COUNTY, ARKANSAS PROBATE DIVISION
CAUSE NO. 46PR-22-240
IN THE MATTER OF THE ESTATE OF WILLIAM A. GILES, JR., Deceased

NOTICE
Last known address of decedent: 532 MC 162, Doddridge, Arkansas 71834
Date of death: February 6, 2022
Karen Sams, was appointed Administrator of the Estate of the above named decedent on the 18th of November, 2022. All

4190

speci b inform conditio NO BID the sch receipt calendar IN CASE clearnes bids, the kansas consider constru the bid. THE CIT KANSAS reject an or all inf the con bidders i the Own the best CONTRA that qua ject to re CONTRA advised t other pa posed to under th ceptable.

Circuit C kansas, l tate of G who die sided at 2 An instru on 4/12/ as the v Goodsoi Goodson uton Aoc the will c filing a p providec having ch must pres to the u months fr publicat shall be c in the es published 2023. Stacey G K.H. Kemp Texarkana

Regu Proposal the Purch the Texa School Di hill Road 75503 unt Tuesday, 1 1 Gold St 2. Yearboo All propos mailed an DeFoy, Dir the above tions may Purchasin above add <http://www.mtschools.org> (903) 794 additional Proposal specificat returned. I right to ac all propose

Mt. P School Dis for a Dist Bid spec at the Mt. I istrative B Departmen Edwards J 7 5 4 5 5 <https://www.mtschools.org/> Deadlin p.m. CST (Mt. Pleasant Building, ic wards Av 75455, B physically c The Dis faxed bids. For add please con 903-575-21 The Mt.

Date Friday, April 21, 2023

9:38 AM

Arkansas Democrat Gazette

Your Sales rep is: Brent Hopkins

870-330-7608

My Fax # is:

Acct: G1255249

Name: *CITY OF TEXARKANA, A

Phone: 870-779-4944

Address: 216 WALNUT ST

Fax:

Reply:

234-0-52090

City: TEXARKANA

State: AR

Zip: 71854

Paytype: BL

Source: EM

TFN:

Rate: L1

Class: 4190

Legal Notices

Days: 2 Rate Issues: 2

Start: Sun, Apr 23, 2023

Stop: Sun, Apr 30, 2023

Editions: TXG/

Bold Charge 0.00

Words: 80

Price: 56.62

Other charge 0.00

Lines: 19

Discount: 0.00

Other charge 0.00

Depth: 1.7

Commission: 0.00

Other charge 0.00

Columns: 1

Net Price: 0.00

Other charge 0.00

Graphics: 0

Tax: 0.00

St Words: 1

Total: 56.62

Boxed Ad

Applied Credit: 0.00

Copyline: ADVERTISEMENTFORBIDSFor

On Hold:

Product Code:

Sort String:

PO #:

Tear Sheets:

ADVERTISEMENT FOR BIDS

Formal Bids will be received at the Office of Parks and Recreation Director, Texarkana Recreation Center, 1 Legion Street, City of Texarkana, Arkansas 71854 until 11:00 AM on May 12, 2023, for the purchase of a 2023 ? Ton Crew Cab Truck Bid Documents and Specifications may be obtained from the Office of the Parks and Recreation Director, Texarkana Recreation Center, 1 Legion Street, Texarkana, Arkansas 71854 immediately. For more information, please call 870-779-4943 or email adam.dalby@txkusa.org.

Ad shown is not actual print size

Adid: 75678060

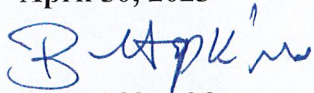
Texarkana Gazette
101 East Broad St.
Texarkana, AR 71854
870-330-7550

COUNTY OF MILLER
STATE OF ARKANSAS

I, Brent Hopkins, do solemnly swear that I am the Legal Clerk of the Texarkana Gazette, a newspaper published in Miller County, Arkansas and having bona fide circulation therein; that said newspaper is authorized by law to publish legal advertisements; and that the advertisement annexed hereto was published in said newspaper on the following dates:

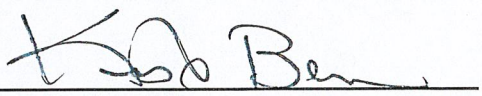
April 23, 2023

April 30, 2023

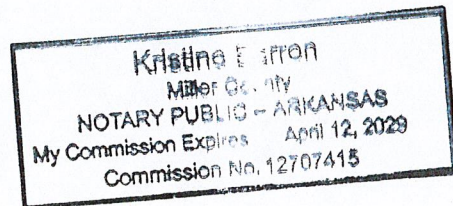


Brent Hopkins
Legal Clerk

Subscribed and sworn to before me, this 1st day of May, 2023.



Notary Public
Miller County, AR



My Commission expires: 4-12-29



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the Acting City Manager to enter into a contract with Rorie Stone Construction, LLC, for the Old Blackman Ferry Road Water Extension Project. (TWU) Executive Director Gary Smith

AGENDA DATE: June 5, 2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Texarkana Water Utilities

PREPARED BY: Gary Smith, P.E., Executive Director

REQUEST: Resolution authorizing the City Manager to enter into a contract for the Old Blackman Ferry Road Water Extension Project.

EMERGENCY CLAUSE: None needed.

SUMMARY: Resolution authorizing the City Manager to enter into a contract for the Old Blackman Ferry Road Water Extension Project in an amount not to exceed \$68,684.00. Bids were received ATTH 01 Tuesday, May 16, 2023 for the Old Blackman Ferry Road Water Extension Project. Two contractors bid on the project. Rorie Stone Construction of New Boston, Texas was the apparent low bidder with a low Base Bid of \$68,684.00 ATTH 02. This project consists of the placement of approximately 1,288 linear feet of six-inch (6”) water main, two fire hydrant assemblies, and all associated work and appurtenances. \$100,000.00 was budgeted in the Utility’s 2022-2023 Budget in the Union Depreciation Fund.

EXPENSE REQUIRED: \$68,684.00

AMOUNT BUDGETED: \$100,000.00

**APPROPRIATION
REQUIRED:** \$68,684.00

**RECOMMENDED
ACTION:** Utility staff recommends approval.

EXHIBITS: Resolution, ATTH 01 Bid Summary and ATTH 02 Bid Tabulation

RESOLUTION NO. _____

WHEREAS, upon advertisement, a low bid was submitted to Texarkana Water Utilities (TWU) by Rorie Stone Construction, LLC, in the amount of \$68,684.00 for the Old Blackmon Ferry Road Water Extension Project (consisting of the placement of approximately 1,288 linear feet of six-inch (6") water main, two (2) fire hydrant assemblies, and all associated work and appurtenances); and

WHEREAS, \$100,000.00 was budgeted in the TWU 2022-2023 Budget in the Union Depreciation Fund and are available; and

WHEREAS, the Acting City Manager and Texarkana Water Utilities staff recommends approval;

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

PASSED AND APPROVED this 5th day of June, 2023.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney

Bid Tabulation

ATTH 02

Project: Old Blackman Ferry Road Water Extension Owner: Texarkana Water Utilities Bid Date: Tuesday May 16, 2023				Rorie Stone Construction, LLC PO Box 851 New Boston TX 75570		RBIS, LLC PO Box 14498 Des Moines, IA 50306	
Item #	Qty	Unit	Item	Unit Price	Amount	Unit Price	Amount
BASE BID							
1	1,210	LF	6" PVC Water Pipe	\$ 35.00	\$ 42,350.00	\$ 38.00	\$ 45,980.00
2	2	EA	6" Gate Valves	\$ 1,500.00	\$ 3,000.00	\$ 1,600.00	\$ 3,200.00
3	2	EA	Fire Hydrant	\$ 5,000.00	\$ 10,000.00	\$ 7,300.00	\$ 14,600.00
4	1	EA	Connect 6" to existing 6" waterline w/ tapping sleeve & valve	\$ 2,750.00	\$ 2,750.00	\$ 2,300.00	\$ 2,300.00
5	20	LF	6" D.I.P. Creek Crossing by Bore	\$ 77.50	\$ 1,550.00	\$ 133.00	\$ 2,660.00
6	58	LF	Bore Driveway (No Casing)	\$ 48.00	\$ 2,784.00	\$ 101.00	\$ 5,858.00
7	20	CY	Select Fill	\$ 50.00	\$ 1,000.00	\$ 43.00	\$ 860.00
8	1	LS	Seeding		\$ 1,000.00		\$ 2,000.00
9	1	LS	Trench Excavation Protection		\$ 1,000.00		\$ 250.00
10	1	LS	Bonds & Insurance		\$ 3,250.00		\$ 5,400.00
Total Base Bid				\$	68,684.00	\$	83,108.00

This is to certify this is a true and correct tabulation of the bids received on this project.

Alpear 5/16/2023

Bid Summary

Old Blackman Ferry Road Water Extension

2:00 P.M. Tuesday, May 16, 2023

	<u>Base Bid</u>
1. RBIS, LLC Texarkana, Arkansas	\$ 83,108.00
2. Kampco, Inc. Texarkana, Arkansas	No Bid
3. Bobo & Bain Construction, Inc. Hope, Arkansas	No Bid
4. Stone Construction New Boston, Texas	\$ 68,684.00

Time First Bid Opened: 2:00 P.M

Number of Bidders: 2

Apparent Low Bidder: Stone Construction



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the Acting City Manager to enter into a construction contract with Francis Excavating, LLC, for Rolling Ridge Drive, Dudley Avenue and Woodland Road Rehabilitation Projects. (PWD) Public Works Director Tyler Richards

AGENDA DATE: 06/05/2023

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 Rolling Ridge Drive, Dudley Avenue and Woodland Road Rehabilitation Projects.

EMERGENCY CLAUSE: N/A

SUMMARY: A resolution for the award of the construction contract to Francis Excavating, LLC, in the amount of nine hundred fifty-eight thousand one hundred twenty-five dollars and sixty-three cents (\$958,125.63) for Rolling Ridge Drive, Dudley Avenue and Woodland Road Rehabilitation.

The city solicited sealed bids on April 23rd and April 30th 2023. On May 11, 2023, a bid opening was conducted at City Hall for the referenced projects. three qualified bids were received that met the bidding requirements as listed below.

Francis Excavating, LLC \$ 958,125.63

Contech Contractors, Inc. \$1,065,558.91

Tatum Excavating Company, Inc. \$1,185,108.20

Spears Engineering 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. After the bid letting alternatives for base repairs on Woodland were discussed with the low bidder. As a result of the base repairs a change order in the amount of \$34,317.31 is required. This change order will increase the contract to \$992,442.94.

Francis Excavating, LLC, is licensed in the State of Arkansas and is 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 are available for the award of this contract.

EXPENSE REQUIRED: \$992,442.94 (\$958,125.63 bid + \$34,317.31 Change Order 1)

AMOUNT BUDGETED: \$1,141,000.00 (includes construction and engineering fees)

**APPROPRIATION
REQUIRED:** \$0.00

**RECOMMENDED
ACTION:** Acting City Manager and staff recommend board approval.

EXHIBITS: Resolution, Bid Tab, Francis Excavating Bid, Contech Bid, TEC Bid and Engineer's Recommendation.

RESOLUTION NO. _____

WHEREAS, upon advertisement, a low bid was submitted to Public Works Department (PWD) by Francis Excavating, LLC, in the amount of \$958,125.63 for the Rolling Ridge Drive, Dudley Avenue, and Woodland Road Rehabilitation Projects; and

WHEREAS, after the bid was accepted by PWD, alternatives for base repairs on Woodland Road were discussed with Francis Excavating, LLC, and a change order in the amount of \$34,317.31 is required and will increase the total contract to \$992,442.94; and

WHEREAS, \$1,141,000.00 was budgeted and includes construction and engineering fees and the funds are available; and

WHEREAS, the Acting City Manager and staff recommend approval;

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

PASSED AND APPROVED this 5th day of June, 2023.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney

Bid Tabulation

Project: Street Improvements: Rolling Ridge Dr., Dudley St., & Woodland Rd. Owner: City of Texarkana Bid Date: Thursday, May 11 @ 2:00 PM				Tatum Excavating Co., Inc. 2416 S. Lake Dr. Texarkana, TX 75501		Francis Excavating, LLC PO Box 1009 Nash, TX 75569		Contech Contractors 4003 W. 7th St. Texarkana, TX 75505	
Item #	Qty	Unit	Item	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
SCHEDULE A: ROLLING RIDGE DRIVE									
2	178	Ton	Cement for Cement Treated Base	\$ 285.00	\$ 50,730.00	\$ 245.00	\$ 43,610.00	\$ 264.00	\$ 46,992.00
3	8,871	SY	Process Cement-Treated Base	\$ 8.00	\$ 70,968.00	\$ 7.15	\$ 63,427.65	\$ 9.35	\$ 82,943.85
5	8,092	SY	2" Asphalt Overlay	\$ 17.35	\$ 140,396.20	\$ 15.42	\$ 124,778.64	\$ 16.16	\$ 130,766.72
19	24	LF	24" RCP Storm Drain Pipe	\$ 160.00	\$ 3,840.00	\$ 139.36	\$ 3,344.64	\$ 165.00	\$ 3,960.00
20	24	LF	18" RCP Storm Drain Pipe	\$ 140.00	\$ 3,360.00	\$ 88.20	\$ 2,116.80	\$ 165.00	\$ 3,960.00
21	24	LF	12" RCP Storm Drain Pipe	\$ 130.00	\$ 3,120.00	\$ 72.00	\$ 1,728.00	\$ 110.00	\$ 2,640.00
24	1	LS	Clean Existing Culverts		\$ 5,000.00		\$ 1,450.00		\$ 1,320.00
28	50	CY	Select Fill	\$ 60.00	\$ 3,000.00	\$ 27.75	\$ 1,387.50	\$ 15.40	\$ 770.00
29	4	SY	Rock Riprap	\$ 300.00	\$ 1,200.00	\$ 375.00	\$ 1,500.00	\$ 154.00	\$ 616.00
30	8	SY	Grouted Rock Riprap	\$ 500.00	\$ 4,000.00	\$ 412.00	\$ 3,296.00	\$ 220.00	\$ 1,760.00
31	1	LS	Bonds & Insurance		\$ 13,565.00		\$ 12,954.00		\$ 13,930.40
32	1	LS	Seeding (Rolling Ridge Drive)		\$ 6,000.00		\$ 1,250.00		\$ 2,200.00
35	1	LS	Traffic Maintenance (Rolling Ridge Drive)		\$ 14,950.00		\$ 1,750.00		\$ 1,100.00
38	1	LS	Testing Allowance (Rolling Ridge Drive)		\$ 2,500.00		\$ 2,500.00		\$ 2,500.00
41	1	LS	Erosion Control Structures		\$ 5,000.00		\$ 1,850.00		\$ 1,100.00
TOTAL SCHEDULE A: ROLLING RIDGE DRIVE				\$	327,629.20	\$	266,943.23	\$	296,558.97

DEDUCTIVE ALTERNATE BID "A" - SCH. A: ROLLING RIDGE DR.									
DELETE:									
5	8,092	SY	2" Asphalt Overlay	\$ 17.35	\$ 140,396.20	\$ 15.42	\$ 124,778.64	\$ 16.16	\$ 130,766.72
DELETE FROM SCHEDULE A: ROLLING RIDGE DRIVE				\$	140,396.20	\$	124,778.64	\$	130,766.72
ADD:									
7	8,092	SY	2-Course Asphalt Surface Treatment	\$ 12.95	\$ 104,791.40	\$ 13.52	\$ 109,403.84	\$ 14.17	\$ 114,663.64
ADDED TO SCHEDULE A: ROLLING RIDGE DRIVE				\$	104,791.40	\$	109,403.84	\$	114,663.64
TOTAL DEDUCTIVE ALT. BID "A" - SCH. A: ROLLING RIDGE DR.				\$	292,024.40	\$	251,568.43	\$	280,455.89

SCHEDULE B: DUDLEY STREET									
4	12,913	SY	Asphalt Pavement Milling (2" Avg. Depth)	\$ 4.00	\$ 51,652.00	\$ 2.06	\$ 26,600.78	\$ 3.40	\$ 43,904.20
5	17,220	SY	2" Asphalt Overlay	\$ 16.00	\$ 275,520.00	\$ 15.42	\$ 265,532.40	\$ 16.16	\$ 278,275.20
8	452	LF	Concrete Valley Gutter	\$ 110.00	\$ 49,720.00	\$ 61.03	\$ 27,585.56	\$ 56.10	\$ 25,357.20
10	113	SY	Concrete Sidewalk	\$ 90.00	\$ 10,170.00	\$ 114.00	\$ 12,882.00	\$ 113.30	\$ 12,802.90
11	100	LF	Concrete Ditch Paving	\$ 130.00	\$ 13,000.00	\$ 58.50	\$ 5,850.00	\$ 57.48	\$ 5,748.00
12	11	EA	Type 1 Handicap Ramp	\$ 1,600.00	\$ 17,600.00	\$ 2,050.00	\$ 22,550.00	\$ 1,320.00	\$ 14,520.00
13	1	EA	Type 2 Handicap Ramp	\$ 2,500.00	\$ 2,500.00	\$ 2,050.00	\$ 2,050.00	\$ 1,320.00	\$ 1,320.00
14	20	SY	Remove & Replace Asphalt Paving	\$ 125.00	\$ 2,500.00	\$ 250.00	\$ 5,000.00	\$ 55.00	\$ 1,100.00
17	20	SY	Remove & Replace Gravel Paving	\$ 100.00	\$ 2,000.00	\$ 35.00	\$ 700.00	\$ 49.50	\$ 990.00
18	76	SY	Remove Concrete Sidewalk	\$ 30.00	\$ 2,280.00	\$ 36.20	\$ 2,751.20	\$ 44.00	\$ 3,344.00
19	48	LF	24" RCP Storm Drain Pipe	\$ 160.00	\$ 7,680.00	\$ 139.36	\$ 6,689.28	\$ 137.50	\$ 6,600.00
20	48	LF	18" RCP Storm Drain Pipe	\$ 140.00	\$ 6,720.00	\$ 88.20	\$ 4,233.60	\$ 137.50	\$ 6,600.00
22	4	EA	24" Precast Concrete Headwall	\$ 1,650.00	\$ 6,600.00	\$ 1,274.31	\$ 5,097.24	\$ 1,540.00	\$ 6,160.00
23	3	EA	18" Concrete Flared End Section	\$ 1,400.00	\$ 4,200.00	\$ 846.13	\$ 2,538.39	\$ 1,320.00	\$ 3,960.00
24	1	LS	Clean Existing Culverts		\$ 5,000.00		\$ 575.00		\$ 1,320.00
25	1	EA	Adjust Manhole to Finished Elevation	\$ 2,500.00	\$ 2,500.00	\$ 450.00	\$ 450.00	\$ 1,200.00	\$ 1,200.00

This is to certify this is a true and correct tabulation of the bids received on this project.

Alphons 5/12/2023

Bid Tabulation

Project: Street Improvements: Rolling Ridge Dr., Dudley St., & Woodland Rd.			Tatum Excavating Co., Inc. 2416 S. Lake Dr. Texarkana, TX 75501		Francis Excavating, LLC PO Box 1009 Nash, TX 75569		Contech Contractors 4003 W. 7th St. Texarkana, TX 75505		
Owner: City of Texarkana									
Bid Date: Thursday, May 11 @ 2:00 PM									
Item #	Qty	Unit	Item	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
26	126	LF	Ditch Grading	\$ 25.00	\$ 3,150.00	\$ 15.00	\$ 1,890.00	\$ 11.00	\$ 1,386.00
27	1	LS	Striping		\$ 8,750.00		\$ 8,745.00		\$ 8,745.00
28	50	CY	Select Fill	\$ 60.00	\$ 3,000.00	\$ 27.75	\$ 1,387.50	\$ 15.40	\$ 770.00
29	5	SY	Rock Riprap	\$ 300.00	\$ 1,500.00	\$ 375.00	\$ 1,875.00	\$ 154.00	\$ 770.00
33	1	LS	Seeding (Dudley Street)		\$ 3,000.00		\$ 750.00		\$ 2,750.00
36	1	LS	Traffic Maintenance (Dudley Street)		\$ 25,000.00		\$ 3,000.00		\$ 3,300.00
39	1	LS	Testing Allowance (Dudley Street)		\$ 2,500.00		\$ 2,500.00		\$ 2,500.00
TOTAL SCHEDULE B: DUDLEY STREET				\$	506,542.00	\$	411,232.95	\$	433,422.50

SCHEDULE C: WOODLAND ROAD									
Item #	Qty	Unit	Item	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	735	SY	Base Repair	\$ 110.00	\$ 80,850.00	\$ 85.75	\$ 63,026.25	\$ 126.72	\$ 93,139.20
4	9,984	SY	Asphalt Pavement Milling (2" Avg. Depth)	\$ 4.00	\$ 39,936.00	\$ 2.06	\$ 20,567.04	\$ 3.40	\$ 33,945.60
5	9,984	SY	2" Asphalt Overlay	\$ 16.00	\$ 159,744.00	\$ 15.42	\$ 153,953.28	\$ 16.16	\$ 161,341.44
6	15	Ton	Leveling Course	\$ 180.00	\$ 2,700.00	\$ 165.00	\$ 2,475.00	\$ 165.00	\$ 2,475.00
8	118	LF	Concrete Valley Gutter	\$ 110.00	\$ 12,980.00	\$ 61.03	\$ 7,201.54	\$ 56.10	\$ 6,619.80
9	112	SY	Concrete Paving	\$ 130.00	\$ 14,560.00	\$ 134.32	\$ 15,043.84	\$ 112.20	\$ 12,566.40
16	45	LF	Remove & Replace Concrete Curb & Gutter	\$ 60.00	\$ 2,700.00	\$ 55.00	\$ 2,475.00	\$ 110.00	\$ 4,950.00
24	1	LS	Clean Existing Culverts		\$ 5,000.00		\$ 500.00		\$ 2,200.00
27	1	LS	Striping (Woodland Road)		\$ 6,800.00		\$ 6,820.00		\$ 6,820.00
28	50	CY	Select Fill	\$ 60.00	\$ 3,000.00	\$ 27.75	\$ 1,387.50	\$ 15.40	\$ 770.00
34	1	LS	Seeding (Woodland Road)		\$ 3,000.00		\$ 500.00		\$ 2,750.00
37	1	LS	Traffic Maintenance (Woodland Road)		\$ 17,167.00		\$ 3,500.00		\$ 5,500.00
40	1	LS	Testing Allowance (Woodland Road)		\$ 2,500.00		\$ 2,500.00		\$ 2,500.00
TOTAL SCHEDULE C: WOODLAND ROAD				\$	350,937.00	\$	279,949.45 *	\$	335,577.44

BASE BID SUMMARY

TOTAL SCHEDULE A: ROLLING RIDGE DRIVE	\$	327,629.20	\$	266,943.23	\$	296,558.97
TOTAL SCHEDULE B: DUDLEY STREET	\$	506,542.00	\$	411,232.95	\$	433,422.50
TOTAL SCHEDULE C: WOODLAND ROAD	\$	350,937.00	\$	279,949.45 *	\$	335,577.44
TOTAL BASE BID:	\$	1,185,108.20	\$	958,125.63 *	\$	1,065,558.91

BID SUMMARY USING DEDUCTIVE ALTERNATE BID "A"

DEDUCTIVE ALTERNATE BID "A" - ROLLING RIDGE DRIVE (2-COURSE TREATMENT)	\$	292,024.40	\$	251,568.43	\$	280,455.89
TOTAL SCHEDULE B: DUDLEY STREET	\$	506,542.00	\$	411,232.95	\$	433,422.50
TOTAL SCHEDULE C: WOODLAND ROAD	\$	350,937.00	\$	279,949.45 *	\$	335,577.44
TOTAL DEDUCTIVE ALTERNATE BID "A":	\$	1,149,503.40	\$	942,750.83 *	\$	1,049,455.83

* Denotes error in bid

This is to certify this is a true and correct tabulation of the bids received on this project.

Shears 5/12/2023

BID PROPOSAL

STREET IMPROVEMENTS:

ROLLING RIDGE DR, DUDLEY ST, and WOODLAND RD

City of Texarkana, AR
216 Walnut St
Texarkana, AR 71854

BID DATE: May 11, 2023

BID TIME: 2:00 pm

BIDDER: **FRANCIS**
Excavating

PO Box 1009

Nash, TX 75569

903-223-3774

AR Contractors License No. 038897 ID# 46148

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of Texarkana, Arkansas, 216 Walnut Street, Texarkana, AR 71854.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid Security;

ARTICLE 3—TIME OF COMPLETION

- 3.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.
- 3.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 4—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

4.01 *Bid Acceptance Period*

This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

4.02 *Instructions to Bidders*

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

4.03 *Receipt of Addenda*

Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
#1	May 3, 2023
#2	May 4, 2023

ARTICLE 5—BASIS OF BID—UNIT PRICE BIDS

5.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

SCHEDULE A: Rolling Ridge Drive

Item No.	Quantity	Unit	Description	Unit Price	Amount
2.	178	Ton	Cement for Cement Treated Base for <u>Two hundred forty-five dollars and</u> <u>Zero cents</u>		
			Dollars, per unit, complete in place	\$ <u>245.00</u>	\$ <u>43,610.00</u>
3.	8,871	SY	Process Cement-Treated Base for <u>Seven dollars and</u> <u>Fifteen cents</u>		
			Dollars, per unit, complete in place	\$ <u>7.15</u>	\$ <u>63,427.65</u>
5.	8,092	SY	2" Asphalt Overlay for <u>Fifteen dollars and</u> <u>Forty-two cents</u>		
			Dollars, per unit, complete in place	\$ <u>15.42</u>	\$ <u>124,778.64</u>
19.	24	LF	24" RCP Storm Drain Pipe for <u>One hundred thirty-nine dollars and</u> <u>Thirty-six cents</u>		
			Dollars, per unit, complete in place	\$ <u>139.36</u>	\$ <u>3,344.64</u>
20.	24	LF	18" RCP Storm Drain Pipe for <u>Eighty-eight dollars and</u> <u>Twenty cents</u>		
			Dollars, per unit, complete in place	\$ <u>88.20</u>	\$ <u>2,116.80</u>
21.	24	LF	12" RCP Storm Drain Pipe for <u>Seventy-two dollars and</u> <u>Zero cents</u>		
			Dollars, per unit, complete in place	\$ <u>72.00</u>	\$ <u>1,728.00</u>

SCHEDULE A: Rolling Ridge Drive

Item No.	Quantity	Unit	Description	Unit Price	Amount
24.	1	LS	Clean Existing Culverts for _____ One thousand four hundred fifty dollars and Zero cents		
			Dollars, per unit, complete in place		\$ <u>1,450.00</u>
28.	50	CY	Select Fill for _____ Twenty-seven dollars and Seventy-five cents		
			Dollars, per unit, complete in place	\$ <u>27.75</u>	\$ <u>1,387.50</u>
29.	4	SY	Rock Riprap for _____ Three hundred seventy-five dollars and Zero cents		
			Dollars, per unit, complete in place	\$ <u>375.00</u>	\$ <u>1,500.00</u>
30.	8	SY	Grouted Rock Riprap for _____ Four hundred twelve dollars and Zero cents		
			Dollars, per unit, complete in place	\$ <u>412.00</u>	\$ <u>3,296.00</u>
31.	1	LS	Bonds and Insurance for _____ Twelve thousand nine hundred fifty-four dollars and Zero cents		
			Dollars, per unit, complete in place		\$ <u>12,954.00</u>
32.	1	LS	Seeding (Rolling Ridge Drive) for _____ One thousand two hundred fifty dollars and Zero cents		
			Dollars, per unit, complete in place		\$ <u>1,250.00</u>
35.	1	LS	Traffic Maintenance (Rolling Ridge Drive) for _____ One thousand seven hundred fifty dollars and Zero cents		
			Dollars, per unit, complete in place		\$ <u>1,750.00</u>

SCHEDULE A: Rolling Ridge Drive

Item No.	Quantity	Unit	Description	Unit Price	Amount
38.	1	LS	Testing Allowance (Rolling Ridge Drive) for <u>Two Thousand Five Hundred and zero one-hundredths</u> Dollars, per unit, complete in place		\$ <u>2,500.00</u>
41.	1	LS	Erosion Control Structures for _____ <u>One thousand eight hundred fifty dollars and Zero cents</u> Dollars, per unit, complete in place		\$ <u>1,850.00</u>
TOTAL OF SCHEDULE A \$				<u>266,943.23</u>	

Total of Schedule A written out:

Two hundred sixty-six thousand nine hundred forty-three dollars and
Twenty-three cents

DEDUCTIVE ALTERNATE BID "A" – Provide 2-course asphalt surface treatment in lieu of asphalt overlay:

NOTE: Unit Prices for Items in Alternate Bid shall be the same prices used for identical Items in the Base Bid. Deductions from Lump Sum Items are at the Contractor's discretion.

DELETE:

SCHEDULE A: Rolling Ridge Drive

Item No.	Quantity	Unit	Description	Unit Price	Amount
5.	8,092	SY	2" Asphalt Overlay for	\$ <u>15.42</u>	\$ <u>124,778.64</u>

DELETED FROM SCHEDULE A \$ 124,778.64

ADD:

SCHEDULE A: Rolling Ridge Drive

Item No.	Quantity	Unit	Description	Unit Price	Amount
7.	8,092	SY	2-Course Asphalt Surface Treatment for <u>Thirteen dollars and</u> <u>Fifty-two cents</u> Dollars, per unit, complete in place	\$ <u>13.52</u>	\$ <u>109,403.84</u>

ADDED TO SCHEDULE A \$ 109,403.84

DEDUCTIVE ALTERNATE BID "A":

BASE BID =	\$ <u>266,943.23</u>
DELETED FROM SCHEDULE A =	\$ <u>124,778.64</u>
ADDED TO SCHEDULE A =	\$ <u>109,403.84</u>
TOTAL OF DEDUCTIVE ALTERNATE BID A =	\$ <u>251,568.43</u>

Total of Deductive Alternate Bid "A" Written out:

Two hundred fifty-one thousand five hundred sixty-eight dollars and

Forty-three cents

EJCDC® C-410, Bid Form for Construction Contract.

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SCHEDULE B: Dudley Street

Item No.	Quantity	Unit	Description	Unit Price	Amount
4.	12,913	SY	Asphalt Pavement Milling (2" Avg. Depth) for _____ <u>Two dollars and</u> <u>Six cents</u> Dollars, per unit, complete in place	\$ <u>2.06</u>	\$ <u>26,600.78</u>
5.	17,220	SY	2" Asphalt Overlay for _____ <u>Fifteen dollars and</u> <u>Forty-two cents</u> Dollars, per unit, complete in place	\$ <u>15.42</u>	\$ <u>265,532.40</u>
8.	452	LF	Concrete Valley Gutter for _____ <u>Sixty-one dollars and</u> <u>Three cents</u> Dollars, per unit, complete in place	\$ <u>61.03</u>	\$ <u>27,585.56</u>
10.	113	SY	Concrete Sidewalk for _____ <u>One hundred fourteen dollars and</u> <u>Zero cents</u> Dollars, per unit, complete in place	\$ <u>114.00</u>	\$ <u>12,882.00</u>
11.	100	LF	Concrete Ditch Paving for _____ <u>Fifty-eight dollars and</u> <u>Fifty cents</u> Dollars, per unit, complete in place	\$ <u>58.50</u>	\$ <u>5,850.00</u>
12.	11	EA	Type 1 Handicap Ramp for _____ <u>Two thousand fifty dollars and</u> <u>Zero cents</u> Dollars, per unit, complete in place	\$ <u>2,050.00</u>	\$ <u>22,550.00</u>
13.	1	EA	Type 2 Handicap Ramp for _____ <u>Two thousand fifty dollars and</u> <u>Zero cents</u> Dollars, per unit, complete in place	\$ <u>2,050.00</u>	\$ <u>2,050.00</u>

SCHEDULE B: Dudley Street

Item No.	Quantity	Unit	Description	Unit Price	Amount
14.	20	SY	Remove & Replace Asphalt Paving for <u>Two hundred fifty dollars and</u> <u>Zero cents</u>		
			Dollars, per unit, complete in place	\$ <u>250.00</u>	\$ <u>5,000.00</u>
17.	20	SY	Remove & Replace Gravel Paving for <u>Thirty-five dollars and</u> <u>Zero cents</u>		
			Dollars, per unit, complete in place	\$ <u>35.00</u>	\$ <u>700.00</u>
18.	76	SY	Remove Concrete Sidewalk for <u>Thirty-six dollars and</u> <u>Twenty cents</u>		
			Dollars, per unit, complete in place	\$ <u>36.20</u>	\$ <u>2,751.20</u>
19.	48	LF	24" RCP Storm Drain Pipe for <u>One hundred thirty-nine dollars and</u> <u>Thirty-six cents</u>		
			Dollars, per unit, complete in place	\$ <u>139.36</u>	\$ <u>6,689.28</u>
20.	48	LF	18" RCP Storm Drain Pipe for <u>Eighty-eight dollars and</u> <u>Twenty cents</u>		
			Dollars, per unit, complete in place	\$ <u>88.20</u>	\$ <u>4,233.60</u>
22.	4	EA	24" Precast Concrete Headwall for <u>One thousand two hundred seventy-four dollars and</u> <u>Thirty-one cents</u>		
			Dollars, per unit, complete in place	\$ <u>1,274.31</u>	\$ <u>5,097.24</u>
23.	3	EA	18" Concrete Flared End Section for <u>Eight hundred forty-six dollars and</u> <u>Thirteen cents</u>		
			Dollars, per unit, complete in place	\$ <u>846.13</u>	\$ <u>2,538.39</u>

SCHEDULE B: Dudley Street

Item No.	Quantity	Unit	Description	Unit Price	Amount
24.	1	LS	Clean Existing Culverts for _____ Five hundred seventy-five dollars and Zero cents		
			Dollars, per unit, complete in place		\$ <u>575.00</u>
25.	1	EA	Adjust Manhole to Finished Elevation for _____ Four hundred fifty dollars and Zero cents		
			Dollars, per unit, complete in place	\$ <u>450.00</u>	\$ <u>450.00</u>
26.	126	LF	Ditch Grading for _____ Fifteen dollars and Zero cents		
			Dollars, per unit, complete in place	\$ <u>15.00</u>	\$ <u>1,890.00</u>
27.	1	LS	Striping (Dudley Street) for _____ Eight thousand seven hundred forty-five dollars and Zero cents		
			Dollars, per unit, complete in place		\$ <u>8,745.00</u>
28.	50	CY	Select Fill for _____ Twenty-seven dollars and Seventy-five cents		
			Dollars, per unit, complete in place	\$ <u>27.75</u>	\$ <u>1,387.50</u>
29.	5	SY	Rock Riprap for _____ Three hundred seventy-five dollars and Zero cents		
			Dollars, per unit, complete in place	\$ <u>375.00</u>	\$ <u>1,875.00</u>
33.	1	LS	Seeding (Dudley Street) for _____ Seven hundred fifty dollars and Zero cents		
			Dollars, per unit, complete in place		\$ <u>750.00</u>

SCHEDULE B: Dudley Street

Item No.	Quantity	Unit	Description	Unit Price	Amount
36.	1	LS	Traffic Maintenance (Dudley Street) for <u>Three thousand dollars and</u> <u>Zero cents</u> Dollars, per unit, complete in place		\$ <u>3,000.00</u>
39.	1	LS	Testing Allowance (Dudley Street) for <u>Two Thousand Five Hundred and zero</u> <u>one-hundredths</u> Dollars, per unit, complete in place		\$ <u>2,500.00</u>
TOTAL OF SCHEDULE B \$					<u>411,232.95</u>

Total of Schedule B written out:

Four hundred eleven thousand two hundred thirty-two dollars and

Ninety-five cents

SCHEDULE C: Woodland Road

Item No.	Quantity	Unit	Description	Unit Price	Amount
1.	735	SY	Base Repair for _____ <u>Eighty-five dollars and</u> <u>Seventy-five cents</u> Dollars, per unit, complete in place	\$ <u>85.75</u>	\$ <u>63,026.25</u>
4.	9,984	SY	Asphalt Pavement Milling (2" Avg. Depth) for _____ <u>Two dollars and</u> <u>Six cents</u> Dollars, per unit, complete in place	\$ <u>2.06</u>	\$ <u>20,567.04</u>
5.	9,984	SY	2" Asphalt Overlay for _____ <u>Fifteen dollars and</u> <u>Forty-two cents</u> Dollars, per unit, complete in place	\$ <u>15.42</u>	\$ <u>153,953.28</u>
6.	15	Ton	Leveling Course for _____ <u>One hundred sixty-five dollars and</u> <u>Zero cents</u> Dollars, per unit, complete in place	\$ <u>165.00</u>	\$ <u>2,475.00</u>
8.	118	LF	Concrete Valley Gutter for _____ <u>Sixty-one dollars and</u> <u>Three cents</u> Dollars, per unit, complete in place	\$ <u>61.03</u>	\$ <u>7,201.54</u>
9.	112	SY	Concrete Paving for _____ <u>One hundred thirty-four dollars and</u> <u>Thirty-two cents</u> Dollars, per unit, complete in place	\$ <u>134.32</u>	\$ <u>15,043.84</u>
16.	45	LF	Remove & Replace Concrete Curb & Gutter for _____ <u>Fifty-five dollars and</u> <u>Zero cents</u> Dollars, per unit, complete in place	\$ <u>55.00</u>	\$ <u>2,475.00</u>

SCHEDULE C: Woodland Road

Item No.	Quantity	Unit	Description	Unit Price	Amount
24.	1	LS	Clean Existing Culverts for _____ <u>Five hundred dollars and</u> <u>Zero cents</u> Dollars, per unit, complete in place		\$ <u>500.00</u>
27.	1	LS	Striping (Woodland Road) for _____ <u>Six thousand eight hundred twenty dollars and</u> <u>Zero cents</u> Dollars, per unit, complete in place		\$ <u>6,820.00</u>
28.	50	CY	Select Fill for _____ <u>Twenty-seven dollars and</u> <u>Seventy-five cents</u> Dollars, per unit, complete in place	\$ <u>27.75</u>	\$ <u>1,387.50</u>
34.	1	LS	Seeding (Woodland Road) for _____ <u>Five hundred dollars and</u> <u>Zero cents</u> Dollars, per unit, complete in place		\$ <u>500.00</u>
37.	1	LS	Traffic Maintenance (Woodland Road) for _____ <u>Three thousand five hundred dollars and</u> <u>Zero cents</u> Dollars, per unit, complete in place		\$ <u>3,500.00</u>
40.	1	LS	Testing Allowance (Woodland Road) for <u>Two Thousand Five Hundred and zero</u> <u>one-hundredths</u> Dollars, per unit, complete in place		\$ <u>2,500.00</u>
TOTAL OF SCHEDULE C \$				<u>280,009.35</u>	

Total of Schedule C written out:

Two hundred eighty thousand nine dollars and

Thirty-five cents

BASE BID SUMMARY

Total of Schedule A: Rolling Ridge Drive = 266,943.23
Total of Schedule B: Dudley Street = 411,232.95
Total of Schedule C: Woodland Road = 280,009.35
Total of Base Bid = 958,185.53

BID SUMMARY USING DEDUCTIVE ALTERNATE BID "A"

Deductive Alternate Bid "A":
Rolling Ridge Drive (2-course treatment) = 251,568.43
Total of Schedule B: Dudley Street = 411,232.95
Total of Schedule C: Woodland Road = 280,009.35
Total of Bid Using Deductive Alternate Bid "A" = 942,810.73

The Contract will be awarded to the qualified low bidder using the BASE BID, provided sufficient funds are available. If adequate funds are not available, the Contract will be awarded to the qualified low bidder using the Deductive Alternate Bid "A", provided sufficient funds are available.

- B. Bidder acknowledges that:
1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:


1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Francis Excavating LLC

(typed or printed name of organization)

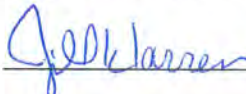
By:  _____
(individual's signature)

Name: Greg Francis
(typed or printed)

Title: Managing Member
(typed or printed)

Date: May 11, 2023
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:  _____
(individual's signature)

Name: Jill Warren
(typed or printed)

Title: Office Manager
(typed or printed)

Date: May 11, 2023
(typed or printed)

Address for giving notices:

PO Box 1009
Nash, TX 75569

Bidder's Contact:

Name: Greg Francis
(typed or printed)

Title: Managing Member
(typed or printed)

Phone: 903-276-6021

Email: greg@francisexcavating.com

Address:

PO Box 1009
Nash, TX 75569

Bidder's Contractor License No.: (if applicable) AR Contractor License #038897 ID #46148

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Francis Excavating, LLC

_____ as Principal, hereinafter called the Principal,
and the Merchants National Bonding, Inc.

of Des Moines, IA _____ a corporation duly organized under

the laws of the State of Iowa _____, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Texarkana, Arkansas _____ as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of Amount of Bid

Dollars (5% of Bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____
Street Improvements: Rolling Ridge Dr. Dudley St. & Woodland Rd., Texarkana, Arkansas

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11th day of May, 2023

Jill Warren

Witness

Francis Excavating, LLC (Seal)
Principal
Greg Francis, Managing Member Title

Judy Schaggen

Witness

Merchants National Bonding, Inc.
By Heather Hicks
Heather Hicks Attorney-in-Fact



MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Benson A Cashion; Danette Ward; Heather Hicks; John A Davie; Judy Schoggen; Julie Martin; Lee W Jackson; Matthew K Cashion Jr; Michael G Dornblaser

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

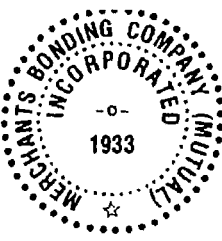
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

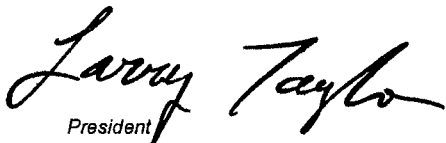
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of December, 2022.

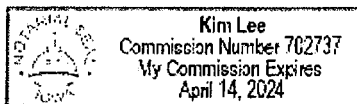


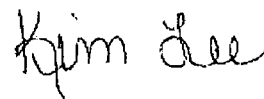
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of May, 2023.




Secretary



Contech Contractors, Inc.
4003 W. 7th Street
Texarkana, Texas 75501

City of Texarkana, Arkansas

Mr. Tyler Richards, P.E., Public Works Director
216 Walnut Street
Texarkana, Arkansas 71854

Street Improvements: Rolling Ridge Dr, Dudley St
& Woodland RD

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of Texarkana, Arkansas, 216 Walnut Street, Texarkana, AR 71854.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid Security;

ARTICLE 3—TIME OF COMPLETION

- 3.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.
- 3.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 4—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

4.01 *Bid Acceptance Period*

This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

4.02 *Instructions to Bidders*

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

4.03 *Receipt of Addenda*

Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	May 3, 2023
2	May 4, 2023

ARTICLE 5—BASIS OF BID—UNIT PRICE BIDS

5.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

SCHEDULE A: Rolling Ridge Drive

Item No.	Quantity	Unit	Description	Unit Price	Amount
2.	178	Ton	Cement for Cement Treated Base for <u>Two Hundred Sixty Four</u>		
			Dollars, per unit, complete in place	\$ <u>264.00</u>	\$ <u>46,992.00</u>
3.	8,871	SY	Process Cement-Treated Base for <u>Nine Dollars and Thirty Five Cents</u>		
			Dollars, per unit, complete in place	\$ <u>9.35</u>	\$ <u>82,943.85</u>
5.	8,092	SY	2" Asphalt Overlay for <u>Sixteen dollars and sixteen cents</u>		
			Dollars, per unit, complete in place	\$ <u>16.16</u>	\$ <u>130,766.72</u>
19.	24	LF	24" RCP Storm Drain Pipe for <u>One Hundred sixty Five</u>		
			Dollars, per unit, complete in place	\$ <u>165.00</u>	\$ <u>3960.00</u>
20.	24	LF	18" RCP Storm Drain Pipe for <u>One Hundred sixty Five</u>		
			Dollars, per unit, complete in place	\$ <u>165.00</u>	\$ <u>3960.00</u>
21.	24	LF	12" RCP Storm Drain Pipe for <u>One Hundred Ten</u>		
			Dollars, per unit, complete in place	\$ <u>110.00</u>	\$ <u>2640.00</u>

SCHEDULE A: Rolling Ridge Drive

Item No.	Quantity	Unit	Description	Unit Price	Amount
24.	1	LS	Clean Existing Culverts for <u>One Thousand Three Hundred Twenty</u> Dollars, per unit, complete in place		\$ <u>1320.00</u>
28.	50	CY	Select Fill for <u>Fifteen Dollars and Forty cents</u> Dollars, per unit, complete in place	\$ <u>15.40</u>	\$ <u>770.00</u>
29.	4	SY	Rock Riprap for <u>One Hundred Fifty Four</u> Dollars, per unit, complete in place	\$ <u>154.00</u>	\$ <u>616.00</u>
30.	8	SY	Grouted Rock Riprap for <u>Two Hundred Twenty</u> Dollars, per unit, complete in place	\$ <u>220.00</u>	\$ <u>1760.00</u>
31.	1	LS	Bonds and Insurance for <u>Thirteen Thousand Nine Hundred Thirty Dollars and Forty cents</u> Dollars, per unit, complete in place		\$ <u>13,930.40</u>
32.	1	LS	Seeding (Rolling Ridge Drive) for <u>Two Thousand Two Hundred</u> Dollars, per unit, complete in place		\$ <u>2200.00</u>
35.	1	LS	Traffic Maintenance (Rolling Ridge Drive) for <u>One Thousand One Hundred</u> Dollars, per unit, complete in place		\$ <u>1100.00</u>

SCHEDULE A: Rolling Ridge Drive

Item No.	Quantity	Unit	Description	Unit Price	Amount
38.	1	LS	Testing Allowance (Rolling Ridge Drive) for <u>Two Thousand Five Hundred and zero one-hundredths</u>		
			Dollars, per unit, complete in place		\$ <u>2,500.00</u>
41.	1	LS	Erosion Control Structures for <u>One Thousand One Hundred</u>		
			Dollars, per unit, complete in place		\$ <u>1100.00</u>
TOTAL OF SCHEDULE A \$					<u>296,558.97</u>

Total of Schedule A written out:

Two Hundred Ninety Six Thousand Five Hundred Fifty Eight Dollars and Ninety Seven Cents

DEDUCTIVE ALTERNATE BID "A" – Provide 2-course asphalt surface treatment in lieu of asphalt overlay:

NOTE: Unit Prices for Items in Alternate Bid shall be the same prices used for identical Items in the Base Bid. Deductions from Lump Sum Items are at the Contractor's discretion.

DELETE:

SCHEDULE A: Rolling Ridge Drive

Item No.	Quantity	Unit	Description	Unit Price	Amount
5.	8,092	SY	2" Asphalt Overlay for	\$ <u>16.16</u>	\$ <u>130,766.72</u>

DELETED FROM SCHEDULE A \$ 130,766.72

ADD:

SCHEDULE A: Rolling Ridge Drive

Item No.	Quantity	Unit	Description	Unit Price	Amount
7.	8,092	SY	2-Course Asphalt Surface Treatment for <u>Fourteen Dollars</u> <u>and Seventeen Cents</u>	\$ <u>14.17</u>	\$ <u>114,663.64</u>
			Dollars, per unit, complete in place		

ADDED TO SCHEDULE A \$ 114,663.64

DEDUCTIVE ALTERNATE BID "A":

BASE BID =	\$	<u>296,558.97</u>
DELETED FROM SCHEDULE A =	\$	<u>130,766.72</u>
ADDED TO SCHEDULE A =	\$	<u>114,663.64</u>
TOTAL OF DEDUCTIVE ALTERNATE BID A =	\$	<u>280,455.89</u>

Total of Deductive Alternate Bid "A" Written out:

Two Hundred Eighty Thousand Four Hundred Fifty Five
Dollars and Eighty Nine Cents

EJCDC® C-410, Bid Form for Construction Contract.

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SCHEDULE B: Dudley Street

Item No.	Quantity	Unit	Description	Unit Price	Amount
4.	12,913	SY	Asphalt Pavement Milling (2" Avg. Depth) for <u>Three Dollars and Forty cents</u>		
			Dollars, per unit, complete in place	\$ <u>3.40</u>	\$ <u>43,904.20</u>
5.	17,220	SY	2" Asphalt Overlay for <u>sixteen Dollars and Sixteen cents</u>		
			Dollars, per unit, complete in place	\$ <u>16.16</u>	\$ <u>278,275.20</u>
8.	452	LF	Concrete Valley Gutter for <u>Fifty Six Dollars and ten cents</u>		
			Dollars, per unit, complete in place	\$ <u>56.10</u>	\$ <u>25,357.20</u>
10.	113	SY	Concrete Sidewalk for <u>One Hundred Thirteen Dollars and Thirty cents</u>		
			Dollars, per unit, complete in place	\$ <u>113.70</u>	\$ <u>12,802.90</u>
11.	100	LF	Concrete Ditch Paving for <u>Fifty Seven Dollars and Forty Eight cents</u>		
			Dollars, per unit, complete in place	\$ <u>57.48</u>	\$ <u>5748.00</u>
12.	11	EA	Type 1 Handicap Ramp for <u>One Thousand Three Hundred Twenty</u>		
			Dollars, per unit, complete in place	\$ <u>1320.00</u>	\$ <u>14,520.00</u>
13.	1	EA	Type 2 Handicap Ramp for <u>One Thousand Three Hundred Twenty</u>		
			Dollars, per unit, complete in place	\$ <u>1320.00</u>	\$ <u>1320.00</u>

SCHEDULE B: Dudley Street

Item No.	Quantity	Unit	Description	Unit Price	Amount
14.	20	SY	Remove & Replace Asphalt Paving for <u>Fifty Five</u>		
			Dollars, per unit, complete in place	\$ <u>55.00</u>	\$ <u>1100.00</u>
17.	20	SY	Remove & Replace Gravel Paving for <u>Forty Nine Dollars and Fifty cents</u>		
			Dollars, per unit, complete in place	\$ <u>49.50</u>	\$ <u>990.00</u>
18.	76	SY	Remove Concrete Sidewalk for <u>Forty Four Dollars</u>		
			Dollars, per unit, complete in place	\$ <u>44.00</u>	\$ <u>3344.00</u>
19.	48	LF	24" RCP Storm Drain Pipe for <u>One Hundred Thirty Seven Dollars and Fifty cents</u>		
			Dollars, per unit, complete in place	\$ <u>137.50</u>	\$ <u>6600.00</u>
20.	48	LF	18" RCP Storm Drain Pipe for <u>One Hundred Thirty Seven Dollars and Fifty cents</u>		
			Dollars, per unit, complete in place	\$ <u>137.50</u>	\$ <u>6600.00</u>
22.	4	EA	24" Precast Concrete Headwall for <u>One Thousand Five Hundred Forty</u>		
			Dollars, per unit, complete in place	\$ <u>1540.00</u>	\$ <u>6160.00</u>
23.	3	EA	18" Concrete Flared End Section for <u>One Thousand Three Hundred Twenty</u>		
			Dollars, per unit, complete in place	\$ <u>1320.00</u>	\$ <u>3960.00</u>

SCHEDULE B: Dudley Street

Item No.	Quantity	Unit	Description	Unit Price	Amount
24.	1	LS	Clean Existing Culverts for <u>One Thousand Three Hundred Twenty</u>		
			Dollars, per unit, complete in place		\$ <u>1320.00</u>
25.	1	EA	Adjust Manhole to Finished Elevation for <u>One Thousand Two Hundred</u>		
			Dollars, per unit, complete in place	\$ <u>1200.00</u>	\$ <u>1200.00</u>
26.	126	LF	Ditch Grading for <u>Eleven</u>		
			Dollars, per unit, complete in place	\$ <u>11.00</u>	\$ <u>1386.00</u>
27.	1	LS	Striping (Dudley Street) for <u>Eight Thousand Seven Hundred Forty Five</u>		
			Dollars, per unit, complete in place		\$ <u>8745.00</u>
28.	50	CY	Select Fill for <u>Fifteen Dollars and Forty Cents</u>		
			Dollars, per unit, complete in place	\$ <u>15.40</u>	\$ <u>770.00</u>
29.	5	SY	Rock Riprap for <u>One Hundred Fifty Four Dollars</u>		
			Dollars, per unit, complete in place	\$ <u>154.00</u>	\$ <u>770.00</u>
33.	1	LS	Seeding (Dudley Street) for <u>Two Thousand Seven Hundred Fifty Dollars</u>		
			Dollars, per unit, complete in place		\$ <u>2750.00</u>

SCHEDULE B: Dudley Street

Item No.	Quantity	Unit	Description	Unit Price	Amount
36.	1	LS	Traffic Maintenance (Dudley Street) for <u>Three Thousand Three Hundred</u>		
			Dollars, per unit, complete in place		\$ <u>3300.00</u>
39.	1	LS	Testing Allowance (Dudley Street) for <u>Two Thousand Five Hundred and zero one-hundredths</u>		
			Dollars, per unit, complete in place		\$ <u>2,500.00</u>
TOTAL OF SCHEDULE B \$					<u>433,422.50</u>

Total of Schedule B written out:

Four Hundred Thirty Three Thousand Four Hundred
Twenty Two Dollars and Fifty Cents

SCHEDULE C: Woodland Road

Item No.	Quantity	Unit	Description	Unit Price	Amount
1.	735	SY	Base Repair for <u>One Hundred Twenty six Dollars and Seventy Two Cents</u> Dollars, per unit, complete in place	\$ <u>126.72</u>	\$ <u>93,139.20</u>
4.	9,984	SY	Asphalt Pavement Milling (2" Avg. Depth) for <u>Three Dollars and Forty cents</u> Dollars, per unit, complete in place	\$ <u>3.40</u>	\$ <u>33,945.60</u>
5.	9,984	SY	2" Asphalt Overlay for <u>Sixteen Dollars and Sixteen cents</u> Dollars, per unit, complete in place	\$ <u>16.16</u>	\$ <u>161,341.44</u>
6.	15	Ton	Leveling Course for <u>One Hundred Sixty Five</u> Dollars, per unit, complete in place	\$ <u>165.00</u>	\$ <u>2475.00</u>
8.	118	LF	Concrete Valley Gutter for <u>Fifty Six Dollars and Ten cents</u> Dollars, per unit, complete in place	\$ <u>56.10</u>	\$ <u>6619.80</u>
9.	112	SY	Concrete Paving for <u>One Hundred Twelve Dollars and Twenty cents</u> Dollars, per unit, complete in place	\$ <u>112.20</u>	\$ <u>12,566.40</u>
16.	45	LF	Remove & Replace Concrete Curb & Gutter for <u>One Hundred Ten Dollars</u> Dollars, per unit, complete in place	\$ <u>110.00</u>	\$ <u>4950.00</u>

SCHEDULE C: Woodland Road

Item No.	Quantity	Unit	Description	Unit Price	Amount
24.	1	LS	Clean Existing Culverts for <u>Two Thousand Two Hundred</u>		
			Dollars, per unit, complete in place		\$ <u>2200.00</u>
27.	1	LS	Striping (Woodland Road) for <u>Six Thousand Eight Hundred Twenty</u>		
			Dollars, per unit, complete in place		\$ <u>6820.00</u>
28.	50	CY	Select Fill for <u>Fifteen Dollars and Forty cents</u>		
			Dollars, per unit, complete in place	\$ <u>15.40</u>	\$ <u>770.00</u>
34.	1	LS	Seeding (Woodland Road) for <u>Two Thousand Seven Hundred Fifty</u>		
			Dollars, per unit, complete in place		\$ <u>2750.00</u>
37.	1	LS	Traffic Maintenance (Woodland Road) for <u>Five Thousand Five Hundred</u>		
			Dollars, per unit, complete in place		\$ <u>5500.00</u>
40.	1	LS	Testing Allowance (Woodland Road) for <u>Two Thousand Five Hundred and zero one-hundredths</u>		
			Dollars, per unit, complete in place		\$ <u>2,500.00</u>
TOTAL OF SCHEDULE C \$					<u>335,577.44</u>

Total of Schedule C written out:

Three Hundred Thirty Five Thousand Five Hundred
Seventy Seven Dollars and Forty Four Cents

BASE BID SUMMARY

Total of Schedule A: Rolling Ridge Drive	=	<u>296,558.97</u>
Total of Schedule B: Dudley Street	=	<u>433,422.50</u>
Total of Schedule C: Woodland Road	=	<u>335,577.44</u>
Total of Base Bid	=	<u>1,065,558.91</u>

BID SUMMARY USING DEDUCTIVE ALTERNATE BID "A"

Deductive Alternate Bid "A": Rolling Ridge Drive (2-course treatment)	=	<u>280,465.89</u>
Total of Schedule B: Dudley Street	=	<u>433,422.50</u>
Total of Schedule C: Woodland Road	=	<u>335,577.44</u>
Total of Bid Using Deductive Alternate Bid "A"	=	<u>1,049,465.83</u>

The Contract will be awarded to the qualified low bidder using the BASE BID, provided sufficient funds are available. If adequate funds are not available, the Contract will be awarded to the qualified low bidder using the Deductive Alternate Bid "A", provided sufficient funds are available.

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Contech Contractors, Inc.

(typed or printed name of organization)

By:

William B. Douglas

(individual's signature)

Name:

William Blake Douglas

(typed or printed)

Title:

Vice President

(typed or printed)

Date:

05/11/2023

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Robin Obenoskey

(individual's signature)

Name:

Robin Obenoskey

(typed or printed)

Title:

Secretary

(typed or printed)

Date:

05/11/2023

(typed or printed)

Address for giving notices:

P.O. Box 5830

Texarkana, Texas 75505

Bidder's Contact:

Name:

William Blake Douglas

(typed or printed)

Title:

Vice President

(typed or printed)

Phone:

903-831-4515

Email:

wb@contechcontractorsinc.com

Address:

4003 W. 7th Street

Texarkana, Texas 75501

Bidder's Contractor License No.: (if applicable)

0000500424

January 1, 2023

Corporate Resolution of Signing Authority

WHEREAS, Contech Contractors, Inc. is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

Name: William Blake Douglas

Position/Title: Vice President

Telephone Number: 903-831-4515

Email Address: wb@contechcontractorsinc.com

Signature: Will. B. Douglas

The undersigned certifies that he/she is the properly elected and qualified Secretary of the books, records and seal of Contech Contractors, Inc., a corporation duly conformed pursuant to the laws of the state of Texas, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of Contech Contractors, Inc. (Company) on January 1st, 2023.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.


Secretary

BID BOND (PENAL SUM FORM)

Bidder Name: Contech Contractors, Inc. Address (principal place of business): PO Box 5830 4003 West 7th Street Texarkana, TX 75505	Surety Name: Fidelity and Deposit Company of Maryland Address (principal place of business): 1299 Zurich Way Schaumburg, IL 60196-1056
Owner Name: City of Texarkana, Arkansas Address (principal place of business): 216 Walnut Street Texarkana, Arkansas 71854	Bid Project (name and location): Street Improvements: Rolling Ridge Dr, Dudley St, and Woodland Rd Texarkana, Arkansas Bid Due Date: 5/11/2023
Bond Penal Sum: Five Percent of Amount Bid (5%)----- Date of Bond: 5/11/2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Contech Contractors, Inc. <small>(Full formal name of Bidder)</small>	Surety Fidelity and Deposit Company of Maryland <small>(Full formal name of Surety) (corporate seal)</small>
By: <u>W. B. D.</u> <small>(Signature)</small>	By: <u>Kimberly N. Wilson-Murphy</u> <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>William Blate Douglas</u> <small>(Printed or typed)</small>	Name: <u>Kimberly N. Wilson-Murphy</u> <small>(Printed or typed)</small>
Title: <u>Vice President</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u>Kel Oley</u> <small>(Signature)</small>	Attest: <u>Jenny Blanke</u> <small>(Signature)</small>
Name: <u>Robin Oberoskey</u> <small>(Printed or typed)</small>	Name: <u>Jenny Blanke</u> <small>(Printed or typed)</small>
Title: <u>Secretary</u>	Title: <u>Witness as to Surety</u>
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Rolla S. BRUNER, Kimberly N. WILSON-MURPHY, Brenda L. SUTTON, Jeannette D. BLANKE, Donald N. MORRIS, Collins BRUNER of Texarkana, Texas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 23rd day of August, A.D. 2022.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 23rd day of August, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of May, 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Tatum Excavating Company, Inc.

**2416 South Lake Dr. Texarkana,
TX 75501**

May 11th, 2023 2:00PM

**Street Improvements: Rolling
Ridge Dr., Dudley St., and
Woodland Rd.
City of Texarkana, Arkansas,
216 Walnut Street, Texarkana,
AR 71854**

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of Texarkana, Arkansas, 216 Walnut Street, Texarkana, AR 71854.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid Security;

ARTICLE 3—TIME OF COMPLETION

- 3.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.
- 3.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 4—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

4.01 *Bid Acceptance Period*

This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

4.02 *Instructions to Bidders*

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

4.03 *Receipt of Addenda*

Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
Addendum No. 1	05/03/2023
Addendum No. 2	05/04/2023

ARTICLE 5—BASIS OF BID—UNIT PRICE BIDS

5.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

SCHEDULE A: Rolling Ridge Drive

Item No.	Quantity	Unit	Description	Unit Price	Amount
2.	178	Ton	Cement for Cement Treated Base for <u>Two Hundred & Eighty-Five</u>		
			Dollars, per unit, complete in place	<u>\$ 285.00</u>	<u>\$ 50,730.00</u>
3.	8,871	SY	Process Cement-Treated Base for <u>Eight</u>		
			Dollars, per unit, complete in place	<u>\$ 8.00</u>	<u>\$ 70,968.00</u>
5.	8,092	SY	2" Asphalt Overlay for <u>Seventeen Dollars & Thirty-Five Cents</u>		
			Dollars, per unit, complete in place	<u>\$ 17.35</u>	<u>\$ 140,396.20</u>
19.	24	LF	24" RCP Storm Drain Pipe for <u>One Hundred Sixty</u>		
			Dollars, per unit, complete in place	<u>\$ 160.00</u>	<u>\$ 3,840.00</u>
20.	24	LF	18" RCP Storm Drain Pipe for <u>One Hundred Forty</u>		
			Dollars, per unit, complete in place	<u>\$ 140.00</u>	<u>\$ 3,360.00</u>
21.	24	LF	12" RCP Storm Drain Pipe for <u>One Hundred Thirty</u>		
			Dollars, per unit, complete in place	<u>\$ 130.00</u>	<u>\$ 3,120.00</u>

SCHEDULE A: Rolling Ridge Drive

Item No.	Quantity	Unit	Description	Unit Price	Amount
24.	1	LS	Clean Existing Culverts for _____ <u>Five Thousand</u>		
			Dollars, per unit, complete in place		<u>\$ 5,000.00</u>
28.	50	CY	Select Fill for _____ <u>Sixty</u>		
			Dollars, per unit, complete in place	<u>\$ 60.00</u>	<u>\$ 3,000.00</u>
29.	4	SY	Rock Riprap for _____ <u>Three Hundred</u>		
			Dollars, per unit, complete in place	<u>\$ 300.00</u>	<u>\$ 1,200.00</u>
30.	8	SY	Grouted Rock Riprap for _____ <u>Five Hundred</u>		
			Dollars, per unit, complete in place	<u>\$ 500.00</u>	<u>\$ 4,000.00</u>
31.	1	LS	Bonds and Insurance for _____ <u>Thirteen Thousand Five</u> <u>Hundred Sixty-Five</u>		
			Dollars, per unit, complete in place		<u>\$ 13,565.00</u>
32.	1	LS	Seeding (Rolling Ridge Drive) for _____ <u>Six Thousand</u>		
			Dollars, per unit, complete in place		<u>\$ 6,000.00</u>
35.	1	LS	Traffic Maintenance (Rolling Ridge Drive) for _____ <u>Fourteen Thousand Nine</u> <u>Hundred & Fifty</u>		
			Dollars, per unit, complete in place		<u>\$ 14,950.00</u>

SCHEDULE A: Rolling Ridge Drive

Item No.	Quantity	Unit	Description	Unit Price	Amount
38.	1	LS	Testing Allowance (Rolling Ridge Drive) for <u>Two Thousand Five Hundred and zero one-hundredths</u>		
			Dollars, per unit, complete in place		\$ <u>2,500.00</u>
41.	1	LS	Erosion Control Structures for _____ <u>Five Thousand</u>		
			Dollars, per unit, complete in place		\$ <u>5,000.00</u>

TOTAL OF SCHEDULE A \$ **327,629.20**

Total of Schedule A written out:

Three Hundred Twenty-Seven Thousand

Six Hundred Twenty-Nine & Twenty Cents

DEDUCTIVE ALTERNATE BID "A" – Provide 2-course asphalt surface treatment in lieu of asphalt overlay:

NOTE: Unit Prices for Items in Alternate Bid shall be the same prices used for identical Items in the Base Bid. Deductions from Lump Sum Items are at the Contractor's discretion.

DELETE:

SCHEDULE A: Rolling Ridge Drive

Item No.	Quantity	Unit	Description	Unit Price	Amount
5.	8,092	SY	2" Asphalt Overlay for	\$ <u>17.35</u>	\$ <u>140,396.20</u>

DELETED FROM SCHEDULE A \$ 140,396.20

ADD:

SCHEDULE A: Rolling Ridge Drive

Item No.	Quantity	Unit	Description	Unit Price	Amount
7.	8,092	SY	2-Course Asphalt Surface Treatment for <u>Twelve Dollars & Ninety-Five Cents</u> Dollars, per unit, complete in place	\$ <u>12.95</u>	\$ <u>104,791.40</u>

ADDED TO SCHEDULE A \$ 104,791.40

DEDUCTIVE ALTERNATE BID "A":

BASE BID =	\$ <u>327,629.20</u>
DELETED FROM SCHEDULE A =	\$ <u>140,396.20</u>
ADDED TO SCHEDULE A =	\$ <u>104,791.40</u>
TOTAL OF DEDUCTIVE ALTERNATE BID A =	\$ <u>292,024.40</u>

Total of Deductive Alternate Bid "A" Written out:

Two Hundred Ninety-Two Thousand Twenty-Four

& Forty Cents

SCHEDULE B: Dudley Street

Item No.	Quantity	Unit	Description	Unit Price	Amount
4.	12,913	SY	Asphalt Pavement Milling (2" Avg. Depth) for <u>Four</u>		
			Dollars, per unit, complete in place	\$ <u>4.00</u>	\$ <u>51,652.00</u>
5.	17,220	SY	2" Asphalt Overlay for _____ <u>Sixteen</u>		
			Dollars, per unit, complete in place	\$ <u>16.00</u>	\$ <u>275,520.00</u>
8.	452	LF	Concrete Valley Gutter for _____ <u>One Hundred & Ten</u>		
			Dollars, per unit, complete in place	\$ <u>110.00</u>	\$ <u>49,720.00</u>
10.	113	SY	Concrete Sidewalk for _____ <u>Ninety</u>		
			Dollars, per unit, complete in place	\$ <u>90.00</u>	\$ <u>10,170.00</u>
11.	100	LF	Concrete Ditch Paving for _____ <u>One Hundred & Thirty</u>		
			Dollars, per unit, complete in place	\$ <u>130.00</u>	\$ <u>13,000.00</u>
12.	11	EA	Type 1 Handicap Ramp for _____ <u>One Thousand Six Hundred</u>		
			Dollars, per unit, complete in place	\$ <u>1,600.00</u>	\$ <u>17,600.00</u>
13.	1	EA	Type 2 Handicap Ramp for _____ <u>Two Thousand Five Hundred</u>		
			Dollars, per unit, complete in place	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>

SCHEDULE B: Dudley Street

Item No.	Quantity	Unit	Description	Unit Price	Amount
14.	20	SY	Remove & Replace Asphalt Paving for <u>One Hundred Twenty-Five</u>		
			Dollars, per unit, complete in place	\$ <u>125.00</u>	\$ <u>2,500.00</u>
17.	20	SY	Remove & Replace Gravel Paving for <u>One Hundred</u>		
			Dollars, per unit, complete in place	\$ <u>100.00</u>	\$ <u>2,000.00</u>
18.	76	SY	Remove Concrete Sidewalk for <u>Thirty</u>		
			Dollars, per unit, complete in place	\$ <u>30.00</u>	\$ <u>2,280.00</u>
19.	48	LF	24" RCP Storm Drain Pipe for <u>One Hundred Sixty</u>		
			Dollars, per unit, complete in place	\$ <u>160.00</u>	\$ <u>7,680.00</u>
20.	40	LF	18" RCP Storm Drain Pipe for <u>One Hundred Forty</u>		
			Dollars, per unit, complete in place	\$ <u>140.00</u>	\$ <u>6,720.00</u>
22.	4	EA	24" Precast Concrete Headwall for <u>One Thousand Six Hundred Fifty</u>		
			Dollars, per unit, complete in place	\$ <u>1,650.00</u>	\$ <u>6,600.00</u>
23.	3	EA	18" Concrete Flared End Section for <u>One Thousand Four Hundred</u>		
			Dollars, per unit, complete in place	\$ <u>1,400.00</u>	\$ <u>4,200.00</u>

SCHEDULE B: Dudley Street

Item No.	Quantity	Unit	Description	Unit Price	Amount
24.	1	LS	Clean Existing Culverts for <u>Five Thousand</u>		
			Dollars, per unit, complete in place		\$ <u>5,000.00</u>
25.	1	EA	Adjust Manhole to Finished Elevation for <u>Two Thousand Five Hundred</u>		
			Dollars, per unit, complete in place	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>
26.	126	LF	Ditch Grading for <u>Twenty-Five</u>		
			Dollars, per unit, complete in place	\$ <u>25.00</u>	\$ <u>3,150.00</u>
27.	1	LS	Striping for <u>Eight Thousand Seven Hundred Fifty</u>		
			Dollars, per unit, complete in place		\$ <u>8,750.00</u>
28.	50	CY	Select Fill for <u>Sixty</u>		
			Dollars, per unit, complete in place	\$ <u>60.00</u>	\$ <u>3,000.00</u>
29.	5	SY	Rock Riprap for <u>Three Hundred</u>		
			Dollars, per unit, complete in place	\$ <u>300.00</u>	\$ <u>1,500.00</u>
33.	1	LS	Seeding (Dudley Street) for <u>Three Thousand</u>		
			Dollars, per unit, complete in place		\$ <u>3,000.00</u>

SCHEDULE B: Dudley Street

Item No.	Quantity	Unit	Description	Unit Price	Amount
36.	1	LS	Traffic Maintenance (Dudley Street) for <u>Twenty-Five Thousand</u> _____ _____ Dollars, per unit, complete in place		\$ <u>25,000.00</u>
39.	1	LS	Testing Allowance (Dudley Street) for <u>Two Thousand Five Hundred and zero</u> <u>one-hundredths</u> _____ Dollars, per unit, complete in place		\$ <u>2,500.00</u>
TOTAL OF SCHEDULE B \$				506,542.00	

Total of Schedule B written out:

Five Hundred Six Thousand Five Hundred Forty-Two

SCHEDULE C: Woodland Road

Item No.	Quantity	Unit	Description	Unit Price	Amount
1.	735	SY	Base Repair for _____ <u>One Hundred Ten</u>		
			Dollars, per unit, complete in place	<u>\$ 110.00</u>	<u>\$ 80,850.00</u>
4.	9,984	SY	Asphalt Pavement Milling (2" Avg. Depth) for <u>Four</u>		
			Dollars, per unit, complete in place	<u>\$ 4.00</u>	<u>\$ 39,936.00</u>
5.	9,984	SY	2" Asphalt Overlay for <u>Sixteen</u>		
			Dollars, per unit, complete in place	<u>\$ 16.00</u>	<u>\$ 159,744.00</u>
6.	15	Ton	Leveling Course for _____ <u>One Hundred Eighty</u>		
			Dollars, per unit, complete in place	<u>\$ 180.00</u>	<u>\$ 2,700.00</u>
8.	118	LF	Concrete Valley Gutter for _____ <u>One Hundred Ten</u>		
			Dollars, per unit, complete in place	<u>\$ 110.00</u>	<u>\$ 12,980.00</u>
9.	112	SY	Concrete Paving for _____ <u>One Hundred Thirty</u>		
			Dollars, per unit, complete in place	<u>\$ 130.00</u>	<u>\$ 14,560.00</u>
16.	45	LF	Remove & Replace Concrete Curb & Gutter for <u>Sixty</u>		
			Dollars, per unit, complete in place	<u>\$ 60.00</u>	<u>\$ 2,700.00</u>

SCHEDULE C: Woodland Road

Item No.	Quantity	Unit	Description	Unit Price	Amount
24.	1	LS	Clean Existing Culverts for <u>Five Thousand</u>		
			Dollars, per unit, complete in place		\$ <u>5,000.00</u>
27.	1	LS	Striping (Woodland Road) for <u>Six Thousand Eight Hundred</u>		
			Dollars, per unit, complete in place		\$ <u>6,800.00</u>
28.	50	CY	Select Fill for <u>Sixty</u>		
			Dollars, per unit, complete in place	\$ <u>60.00</u>	\$ <u>3,000.00</u>
34.	1	LS	Seeding (Woodland Road) for <u>Three Thousand</u>		
			Dollars, per unit, complete in place		\$ <u>3,000.00</u>
37.	1	LS	Traffic Maintenance (Woodland Road) for <u>Seventeen Thousand One Hundred Sixty-Seven</u>		
			Dollars, per unit, complete in place		\$ <u>17,167.00</u>
40.	1	LS	Testing Allowance (Woodland Road) for <u>Two Thousand Five Hundred and zero one-hundredths</u>		
			Dollars, per unit, complete in place		\$ <u>2,500.00</u>
TOTAL OF SCHEDULE C \$				<u>350,937.00</u>	

Total of Schedule C written out:

Three Hundred Fifty Thousand Nine Hundred Thirty-Seven

BASE BID SUMMARY

Total of Schedule A: Rolling Ridge Drive	=	<u>327,629.20</u>
Total of Schedule B: Dudley Street	=	<u>506,542.00</u>
Total of Schedule C: Woodland Road	=	<u>350,937.00</u>
Total of Base Bid	=	<u>1,185,108.20</u>

BID SUMMARY USING DEDUCTIVE ALTERNATE BID "A"

Deductive Alternate Bid "A": Rolling Ridge Drive (2-course treatment)	=	<u>292,024.40</u>
Total of Schedule B: Dudley Street	=	<u>506,542.00</u>
Total of Schedule C: Woodland Road	=	<u>350,937.00</u>
Total of Bid Using Deductive Alternate Bid "A"	=	<u>1,149,503.40</u>

The Contract will be awarded to the qualified low bidder using the BASE BID, provided sufficient funds are available. If adequate funds are not available, the Contract will be awarded to the qualified low bidder using the Deductive Alternate Bid "A", provided sufficient funds are available.

- B. Bidder acknowledges that:
1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Tatum Excavating Company, Inc.

By:

[Handwritten Signature]

(typed or printed name of organization)

(individual's signature)

Name:

S. Ross Sarine

(typed or printed)

Title:

Vice President

(typed or printed)

Date:

05/11/2023

(typed or printed)



If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

[Handwritten Signature]

(individual's signature)

Name:

Lacretia Sorenson

(typed or printed)

Title:

Office & Accounting Manager

(typed or printed)

Date:

05/11/2023

(typed or printed)

Address for giving notices:

2416 S. Lake Dr.
Texarkana, TX 75501

Bidder's Contact:

Name:

S. Ross Sarine

(typed or printed)

Title:

Vice President

(typed or printed)

Phone:

(903) 792-3971

Email:

ross@tatumexcavating.com

Address:

2416 S. Lake Dr.
Texarkana, TX 75501

Bidder's Contractor License No.: (if applicable)

0034960523

- This form is required only for purchases/contracts of more than \$100,000 -


31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's authorized official



Date: 05/11/2023

S. Ross Sarine

(Print name of person signing above)

Vice President

(Print title of person signing above)

EVIDENCE OF AUTHORITY TO SIGN:


MINUTES OF SPECIAL MEETING
OF SHAREHOLDERS OF
TATUM EXCAVATING COMPANY, INC. (TEC, INC.)

A special meeting of the shareholders of TATUM EXCAVATING COMPANY, INC. (TEC, INC.) (the "Corporation"), was held at 2416 South Lake Drive, Texarkana, Texas 75501, on May 9, 2011.

The meeting was called to order by TROY R. NIPPER, President of the Corporation. As authorized by the Bylaws, the President presided as Chairman of the meeting, and SCOTT R. SARINE, Secretary of the Corporation, acted as Secretary of the meeting and recorded the minutes.

The roll of holders of all of the outstanding shares of the Corporation was called, and the Secretary declared that a quorum was present.

The Chairman then announced that the meeting was called to consider the following:

To elect officers of the corporation. The Chairman called for nominations for Directors to serve for one year and until their successors are elected and qualified. The following persons were nominated:

TROY R. NIPPER
SCOTT R. SARINE

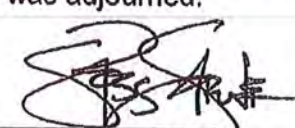
After discussion and motion duly made, seconded, and carried by vote, it was:

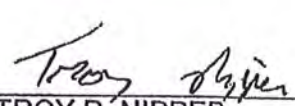
RESOLVED, that Troy R. Nipper and Scott R. Sarine are the elected officers of the corporation.

There being no further business to come before the shareholders, on motion duly made, seconded and carried, the meeting was adjourned.


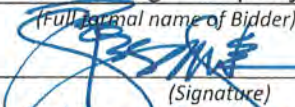
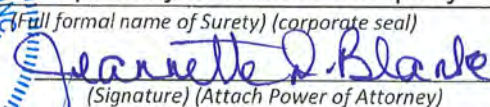
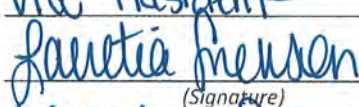
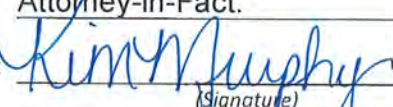


2416 S. LAKE DRIVE
TEXARKANA, TX 75501


SCOTT R. SARINE
Secretary


TROY R. NIPPER
President

BID BOND (PENAL SUM FORM)

Bidder Name: Tatum Excavating Company, Inc. Address (principal place of business): 2416 South Lake Drive Texarkana, TX 75501	Surety Name: Atlantic Specialty Insurance Company Address (principal place of business): 605 Hwy. 169 North, Ste. 800 Plymouth, MN 55441
Owner Name: City of Texarkana, Arkansas Address (principal place of business): 216 Walnut Street Texarkana, Arkansas 71854	Bid Project (name and location): Street Improvements: Rolling Ridge Dr, Dudley St, and Woodland Rd Texarkana, Arkansas Bid Due Date: May 11, 2023
Bond Penal Sum: Five Percent of Amount Bid (5%) Date of Bond: May 11, 2034	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder: Tatum Excavating Company, Inc.	
	
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: S. ROSS SAPINE (Printed or typed)	Name: Jeannette D. Blanke (Printed or typed)
Title: Vice President	Title: Attorney-in-Fact.
Attest:  (Signature)	Attest:  (Signature)
Name: Loretta Sorenson (Printed or typed)	Name: Kim Murphy (Printed or typed)
Title: OFFICE MANAGER	Title: Witness as to Surety
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: R. Scott Bruner, Donald N. Morriss, Jeannette D. Blanke, Collins S. Bruner, Brenda L. Sutton, Kimberly N Wilson-Murphy, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

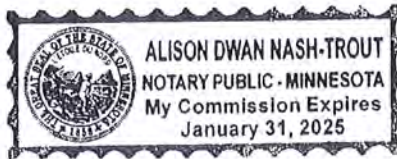
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 11th day of May, 2023



This Power of Attorney expires
January 31, 2025

Kara Barrow
Kara Barrow, Secretary



3605 Jefferson Ave. • Texarkana, AR 71854 • Phone: (870) 774-3204 • Fax: (870) 774-8615

May 24, 2023

RE: Job No. 13-7: Street Improvements: Rolling Ridge Drive, Dudley Street, & Woodland Road

Mr. Tyler Richards, P.E.
Public Works Director
City of Texarkana, Arkansas
216 Walnut St.
Texarkana, AR 71854

Dear Mr. Richards,

Attached is the Bid Tabulation for the Bids received on May 11, 2023 for the above referenced project. Three (3) bids were received for the project. The low bid received was from Francis Excavating, LLC for a total Base Bid of \$958,125.63. The low bid is less than the Engineer's Estimate (\$1,153,085.00) and less than the funds budgeted for this project (\$1,327,900.00). This bid is considered acceptable for the work proposed. I have discussed the bid with Greg Francis, Owner of Francis Excavating, LLC, and he has assured me that they are confident in their bid to adequately perform the work. Francis Excavating, LLC is located in Nash, TX and is a general contractor that has been in business for a number of years. I have worked with this contractor on several projects in the past and have had good experiences with them. Francis Excavating, LLC has performed quality work in a timely manner on previous projects.

After the bid letting, I discussed with the contractor some alternatives for repairs on Woodland Road. Woodland Road has multiple areas of base failures that have been the cause of pavement deterioration. We included in our plans to spot repair the base failures that we identified. However, due to the good bid pricing that we received, I suggested to the contractor that the entirety of Woodland Road be pulverized and mixed with cement to produce a new cement treated base. The cement treated base would then be primed with asphalt emulsion and a new 2" asphalt overlay would be placed. This would repair all of the base material and provide reshaping of the street cross-section to allow stormwater drainage flow in the concrete curb gutter. This change would remove 735 square yards of base repair, 9,984 square yards of asphalt pavement milling, and 15 tons of asphalt leveling course for a deduction of \$86,068.29. We would add 200 tons of cement for cement treated base and 9,984 square yards of processing cement treated base for a total addition of \$120,385.60. This change would result in a total contract increase of \$34,317.31 which would make the contract award of \$992,442.94. The contractor has agreed to accept this proposed change order if the City wishes to proceed.

Given that sufficient funds are available to construct the project as designed and bid including the proposed change order, it is my recommendation that the City of Texarkana, AR award the contract to Francis Excavating, LLC for the Base Bid plus Change Order No. 1 for a total of

Mr. Tyler Richards, P.E.

May 24, 2023

\$992,442.94. Enclosed with this letter are the Notice of Award and Change Order No. 1 that should be signed if approved by the City Board of Directors. Upon receipt of the City's approval to award the contract, I will prepare the Contract Documents for execution. If you have any questions or comments regarding these recommendations or the attached documents, please contact me.

Sincerely,

C. Glen Spears, P.E.
Spears Engineering Company



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing and directing the Acting City Manager to enter into an agreement with Crossties, LLC, and Crossties of Texarkana, Inc., to create a downtown event venue. (PARKS) Parks & Recreation Director Adam Dalby

AGENDA DATE: June 5, 2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: City Clerk

PREPARED BY: Heather Soyars

REQUEST: Enter into an agreement with Crossties, LLC, and Crossties of Texarkana, Inc., to create a downtown event venue.

EMERGENCY CLAUSE: N/A

SUMMARY: Enter into an agreement with Crossties, LLC, and Crossties of Texarkana, Inc., to create a downtown event venue.

EXPENSE REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**RECOMMENDED
ACTION:** The Acting 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 Festival Plaza for the enjoyment and benefit to its citizens; and

WHEREAS, Crossties, LLC, and Crossties of Texarkana, Inc., (Crossties) own property inside Front Street Festival Plaza; 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 Festival Plaza designated areas, and Crossties will pay to The City 25 cents per drink for the first two (2) years and 50 cents per drink thereafter for all alcoholic beverages sold by Crossties concessions inside Front Street Festival Plaza, among other terms and conditions; and

WHEREAS, the Acting City Manager and staff recommend approval;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that the Acting 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 5th day of June, 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 (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 Festival Plaza” – 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 Festival Plaza” – 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 Festival Plaza, 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. 25 cents per drink for the first two (2) years and 50 cents per drink thereafter for all alcoholic beverages sold by all Crossties operated concessions located within the confines of AREA (D) 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 concessions located within the confines of AREA (D) 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 amount due 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 no cost. Availability of the “green room” shall coincide with the leasing times from The City of AREA (E).
- f. All vendors operating on AREA (D) must hold appropriate state and local beverage, alcohol, sales, and food permits dependent on the nature of the product being provided and/or sold.
- g. 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) during the times coinciding with the lease from The City of said area.

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 20% of The City's then published lease rate.
- b. Adequate refuse containers within the confines of (FSPP).
- c. 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 Texarkana Arkansas Police Department (TAPD) and be the responsibility of the entity leasing from The City all or part of (FSPP) to arrange, obtain and pay for. Security must be obtained from or approved by (TAPD) 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). 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 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

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 June, 2023.

City of Texarkana Arkansas:

Name

Title

Crossties of Texarkana, Inc.:

Name

Title

Crossties, LLC:

Name

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 Festival Plaza, AREA (E)

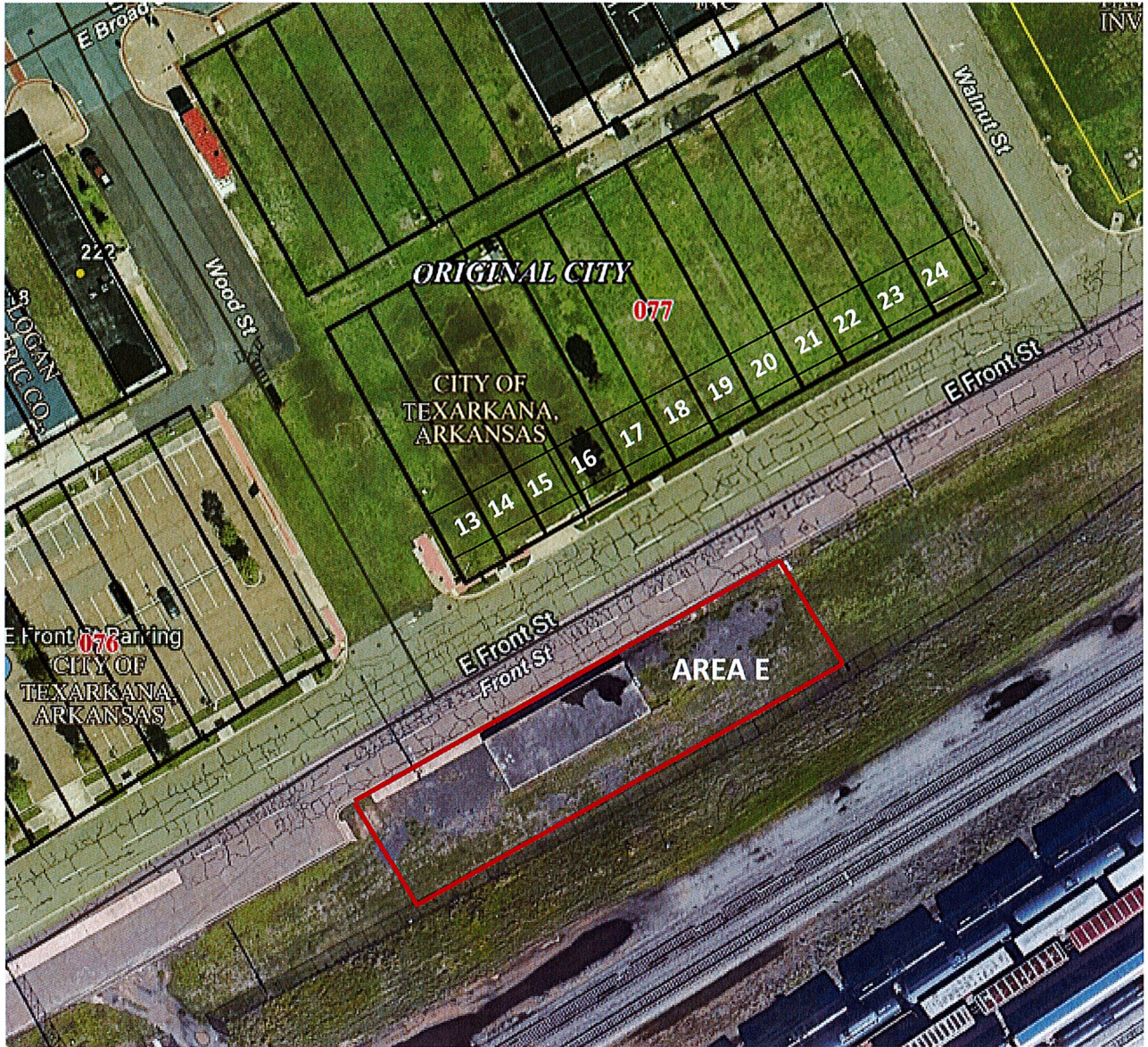


Exhibit 3 – Front Street Festival Plaza





CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE:	Adopt an Ordinance amending the <i>City of Texarkana, Arkansas, Code of Ordinances</i> Chapter 27.5 for the Operation of Wreckers and Wrecker Businesses. (TAPD) Police Chief Michael Kramm
AGENDA DATE:	June 5, 2023
ITEM TYPE:	Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other <input type="checkbox"/> : _____
DEPARTMENT:	Texarkana, Arkansas Police Department
PREPARED BY:	Police Chief Michael Kramm

REQUEST:	The Board of Directors to consider adoption of the attached ordinance regarding the operation of wreckers and wrecker businesses
EMERGENCY CLAUSE:	N/A

SUMMARY:	To accommodate the need for increased pricing for wrecker services and to update language used within the ordinance governing the operational requirements of wrecker businesses.
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EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A

RECOMMENDED ACTION:	Approval by the Board of Directors
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EXHIBITS:	Ordinance
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ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 27.5 OF THE *CITY OF TEXARKANA, ARKANSAS, CODE OF ORDINANCES*, TO UPDATE THE PRICING AND LANGUAGE GOVERNING THE OPERATIONAL REQUIREMENTS OF WRECKER BUSINESSES, AND FOR OTHER PURPOSES

WHEREAS, a request has been made to update Chapter 27.5, which deals with the operation and regulation of wrecker companies; and

WHEREAS, the basis of the request is to increase the prices for wrecker services and update the language used within the ordinance governing the operational requirements for wrecker businesses; and

WHEREAS, the Acting City Manager and staff recommend approval;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that Chapter 27.5 is hereby amended to read as follows:

Chapter 27.5 - WRECKERS ^[1]

ARTICLE I. - IN GENERAL

Secs. 27.5-1—27.5-10. - Reserved.

ARTICLE II. - IMPOUND WRECKERS ^[2]

Sec. 27.5-11. - Definitions.

For the purposes of this article, the following terms shall have the meanings respectively ascribed to them by this section:

Rotation wrecker: A wrecker service holding a valid wrecker permit.

Consent Tow: Any tow of a motor vehicle initiated by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include a tow of a motor vehicle initiated by a peace officer investigating a traffic accident or a traffic incident that involves the vehicle.

Wrecker company: A person who owns, controls, or has a financial interest in one or more wrecker services.

Wrecker service: The business of towing or removing wrecked or disabled vehicles from the street upon the request of the chief of police or his designee.

Permitted wrecker: A wrecker which has the proper permit affixed and is authorized by the City to tow vehicles which are taken into police custody or taken into custody pursuant to authority of the police.

Motor vehicle: Every vehicle, as herein defined, that is self-propelled whether it is operable or not.

Non-consent tow: Any tow of a motor vehicle that is not a consent tow, provided however, that nothing in this chapter shall be interpreted so as to abridge the rights of an owner or operator of a vehicle involved in a traffic accident or traffic incident.

Owner: A person who holds legal title to a vehicle, or who has legal right of possession of a vehicle, or legal right to control of a vehicle.

Person: An individual, assumed name entity, partnership, joint-venture, association, corporation, or other legal entity.

Rotation: An occasion when the chief of police or his designee calls a permitted wrecker from the rotation list to remove a wrecked or disabled vehicle or vehicle which has been impounded or taken into the custody of the police.

Street: Any street, alley, avenue, lane, square, or highway within the corporate limits of the City.

Vehicle: Every device in, upon, or by which any person or property is or may be transported or drawn upon a street, except devices moved by human power or used exclusively upon stationary rails or tracks and shall include trailers and semi-trailers.

Wrecked vehicle: A vehicle or motor vehicle that has been damaged as the result of overturning or colliding with another vehicle, motor vehicle, or object to reasonably necessitate that the vehicle or motor vehicle be removed by a wrecker.

Wrecker: A vehicle designed to be used primarily for removing wrecked or disabled vehicles for compensation.

Wrecker rotation list: A list of permitted wrecker companies.

Sec. 27.5-12. - Permits required.

No person shall drive, or cause to be operated, nor shall any person employ, permit, or allow another to drive, operate, or cause to be operated any wrecker over any street in the City for the purpose of removing, moving, or towing, for compensation a vehicle which has been impounded or ordered to be taken into police custody, nor shall any person accept compensation for the removing, moving, or towing of any such vehicle without first having obtained from the City, under the provisions of this article, a permit authorizing such operations and acts of such wrecker vehicle.

(Ord. No. K-10, § 2, 4-5-82)

Sec. 27.5-13. - Application for permit.

(a) No person may engage in any wrecker service inside the City without first obtaining a wrecker company permit from the chief of police. Only one permit may be issued to each wrecker company. A permit is not assignable or transferable. Wrecker company permits expire on the thirty-first day of December of each year. The permit issued to a wrecker company authorizes its qualified employees to engage in wrecker services. Wrecker permittees must be located within Miller County, Arkansas.

(b) A person desiring to engage in rotation wrecker services in the City shall file with the chief of police a written application upon a form provided for that purpose which must be signed by the applicant or his authorized agent. The application shall include, but not be limited to, the following information:

(1) Trade name, address, and telephone number of the wrecker company for both day and night twenty-four (24) hours services.

(2) Name, address, and telephone number of the owner(s), partners and/or stockholders.

(3) Number and type of wreckers to be operated.

(4) An agreement that the applicant will participate in the wrecker rotation list and abide by the requirements set forth by the article.

(5) Name, address, date of birth and driver's license numbers of all drivers/operators.

(c) In addition, the following shall accompany every application:

(1) A permit fee in the amount of twenty-five dollars (\$25.00) per wrecker in addition to the applicable City occupation taxes, payable to the City.

(2) A certification from the City collector's office showing that no delinquent taxes are due the City by the applicant.

(3) Each applicant must provide proof of insurability by a policy of public liability and property damage as provided in this section. If insurance of a wrecker company is approved, an applicant shall produce and keep in full force and effect a policy of public

liability and property damage insurance issued by a casualty insurance company authorized to do business in the state in the standard form approved by the Arkansas State Insurance Department, with the coverage provision insuring the public from loss or damage that may arise to any person or property by reason of the operation of a wrecker belonging to the applicant and providing that the amount of recovery on each impound wrecker shall be in limits of not less than the following sums:

For damages arising out of bodily injury to or death of one person in any one accident \$100,000.00.

For damages arising out of bodily injury to or death of two or more persons in any one accident250,000.00

For injury to or destruction of property in any one accident50,000.00.

In addition, every wrecker company operating heavy duty wreckers shall maintain insurance coverage in compliance with applicable Interstate Commerce Commission (ICC) regulations. Further, each permittee shall provide notice to the City within five (5) days of any alteration, change or cancellation in its insurance coverage.

Each permittee hereunder shall furnish a bond in the penal sum of five thousand dollars (\$5,000.00) conditioned upon the permittee's compliance with all the provisions of this article and specifications as contained herein and made payable to the City for the benefit of any person injured by any wrongful or neglectful act of the operator in picking up, detaining, or releasing any vehicle picked up or handled by the permittee.

(4) A certification from the City Planning Department certifying that the permanent place of business, from which the impound wrecker service will be operated, is a location where an impound wrecker service is not prohibited by the comprehensive zoning ordinance of the City.

(Ord. No. K-10, § 3, 4-5-82; Ord. No. K-175, § 1, 12-2-85; Ord. No. K-389, § 1, 7-15-91)

Sec. 27.5-14. - Permit issuance.

The chief of police may refuse to issue a new permit or renew a previous permit to any applicant for any one of the following:

(a) The making of any false statement as to a material matter in an application for a permit or permit renewal.

(b) Violation by the applicant, or any employee of the applicant, of a provision of this permit article or other City ordinances.

(c) Revocation of a permit, pursuant to this article, of the applicant, or any proprietor, partner, or corporate officer of the applicant within twelve (12) months preceding application.

(d) Use of the applicant of a trade name for his wrecker company other than the one registered with the chief of police.

(e) Failure of the applicant to maintain his wrecker or equipment in a good and safe working condition.

(f) Repeated failure of the applicant's wrecker to arrive at the location dispatched within a reasonable time after having been notified to do so by the chief of police or his duly authorized designee, which is not to exceed thirty (30) minutes.

(g) Violation by a wrecker driver/owner of a provision of the criminal laws, motor vehicle or traffic laws of this State or City while in the scope of his employment/occupation in the rotation wrecker service.

(h) Refusal to make a call upon request of the chief of police or his designee.

(Ord. No. K-10, § 4, 4-5-82)

Sec. 27.5-15. - Appeals.

If the chief of police refuses to approve an original application, a renewal application, or suspends or revokes a permit, this action is final unless the applicant, within ten (10) days after the date of the action, files a written appeal with the City Manager setting forth specific grounds for the appeal. The City Manager shall, within thirty (30) days, grant a hearing to consider the action. The City Manager has the authority to sustain, reverse, or modify the action appealed. The decision of the City Manager is final.

(Ord. No. K-10, § 5, 4-5-82)

Sec. 27.5-16. - Powers and duties of the chief of police.

In addition to the powers and duties elsewhere prescribed in this article, the chief of police is authorized to:

(a) Enforce all provisions of this article.

(b) Adopt rules and regulations, after reasonable notice to the licensees, not inconsistent with the provisions of this article, with respect to the investigation of applicants, and other matters incidental or appropriate for the proper enforcement of the provisions of this article.

(c) Conduct, when appropriate, periodic investigations of impound wrecker companies throughout the City.

(d) Keep records of all licenses issued, suspended, or revoked.

(e) Keep records of all authorized impound wreckers.

(Ord. No. K-10, § 6, 4-5-82)

Sec. 27.5-17. - Reserved.

Sec. 27.5-18. - Wrecker rotation list procedure.

Separate rotation lists will be established for light and heavy-duty wreckers.

Sec. 27.5-19. - Equipment.

Every rotation wrecker company or service operating under permit of this article shall comply with Arkansas Towing and Recovery Board equipment requirements.

(Ord. No. K-10, § 9, 4-5-82)

Sec. 27.5-20. - Requirements and operating procedures.

(a) A wrecker company holding a valid permit shall comply with the following requirements:

(1) Maintain twenty-four-hour, seven-day-a-week service.

(2) Arrive at the designated scene within a reasonable time after having been notified to do so by the chief of police, or his designee. Such response time shall not exceed thirty (30) minutes.

(3) Report to the chief of police all changes in wreckers and equipment used in the licensee's rotation wrecker service and render all additional vehicles for inspection by the chief of police. A wrecker without a valid wrecker inspection sticker is not allowed to participate in the wrecker rotation list.

(4) Employ wrecker drivers who are not habitual violators of the traffic laws.

(b) Every driver employed by a permitted wrecker service shall follow the directions of the investigating police officer on the scene and shall not interfere in any manner with the investigation. No attempt to move or remove a vehicle shall be made without the expressed permission of the on-scene police officer.

(c) No rotation wrecker shall depart an accident scene until all glass and debris has been removed from the scene. Such debris shall not be swept to the curb or into any drainage culvert, ditch, etc., but shall be completely removed from the scene. In the event two (2) or more wreckers are utilized, both drivers shall be co-responsible for debris removal.

(d) Every wrecker company shall provide a secure storage area for vehicles which are moved by request or authority of the police department. The storage area shall be either a totally enclosed, locked structure or shall be an open area enclosed by a nontransparent fence not less than seven (7) feet in height with locked gates or a combination of the two (2). The permittee shall assume all liability and shall indemnify and save the City harmless for such liability from damages sustained by vehicles while being towed or stored and for all personal injuries or claims thereto, arising out of service performed under the provisions of this article. Each wrecker company towing such vehicles shall be personally liable to the owner for the vehicle and/or its contents. The wrecker company shall inventory the

contents of each vehicle placed in its custody and shall maintain said list of inventories for one (1) year after the release of the vehicle.

(e) No wrecker company shall release any vehicle in their custody on which investigatory or other holds have been placed until ordered by the chief of police or his designee, or by the courts. However, upon notification and authorization by the chief of police or his designee, and upon payment of the applicable fees, such wrecker company shall immediately release the subject vehicle.

(f) No wrecker driver may proceed to any call with the use of emergency warning lights. Warning lights shall be utilized upon arriving at a scene and while towing a vehicle only.

(Ord. No. K-10, § 10, 4-5-82; Ord. No. K-389, § 2, 7-15-91)

Sec. 27.5-21. - Fees for impound wrecker service.

(a) A wrecker company will not charge fees more than the rates listed in the attached Towing and Storage Fee Schedule for non-consent tows and storage. Rates for towing and storage will be determined by the board of directors.

(b) The charge or fee shall be set by the individual wrecker companies but shall not exceed the allowable maximum, and the bill for towing will be itemized to reflect the services rendered. A copy will be provided to the police department within ten calendar days, when requested.

(c) In the event that the vehicle to be towed requires two (2) or more wreckers to prepare it for towing, the initial wrecker operator may call additional assisting wreckers and the fee for said assisting wrecker(s) may be added to the initial wrecker fee, provided that the fee for each individual wrecker shall not exceed the maximum allowable fee in the approved Towing and Storage Fee Schedule.

(d) A police officer has the right to cancel or refuse wrecker service at any time prior to the removal of a vehicle. In the event a dispute arises as to the need of a wrecker, the police officer on the scene shall decide, and the officer's decision is final.

(e) No provisions contained herein shall be construed to prevent a wrecker company from charging less than the maximum allowable fees as established nor to prevent any wrecker company from performing any services provided for herein without charge.

(Ord. No. K-10, § 11, 4-5-82; Ord. No. K-171, § 1, 11-4-85; Ord. No. K-324, 11-6-89; Ord. No. K-389, § 3, 7-15-91; Ord. No. K-523, § 1, 6-5-95; Ord. No. K-563, § 1, 2-5-96; Ord. No. L-308, §§ 1—4, 1-7-08)

Sec. 27.5-22. - Special wrecker calls.

Nothing in this article shall prevent the chief of police from calling a special duty wrecker to any location when the need is so determined. In the event the wrecker company utilized for a special call is also a member of the rotation list, the special call shall not be

considered a rotation call and the wrecker company shall continue to occupy its authorized position on the rotation list.

(Ord. No. K-10, § 12, 4-5-82)

Sec. 27.5-23. - Penalty.

Any person, firm, association, partnership, or corporation in violation of the provisions of this article shall be guilty of a misdemeanor and upon pleading guilty or being found guilty therefor shall be fined in a sum not less than twenty-five dollars (\$25.00) nor more than two hundred fifty dollars (\$250.00) for each such offense. Each day that any violation of any provision of this article shall continue shall constitute a separate offense.

(Ord. No. K-10, § 14, 4-5-82)

Secs. 27.5-24—27.5-40. - Reserved.

Towing and Storage Fee Schedule

Light-duty Wrecker Service \$200.00

Wrecker Lot Storage \$50.00 per day for any 24-hour period

PASSED AND APPROVED this 5th day of June, 2023.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney

Chapter 27.5 - WRECKERS ^[1]

ARTICLE I. - IN GENERAL

Secs. 27.5-1—27.5-10. - Reserved.

ARTICLE II. - IMPOUND WRECKERS ^[2]

Sec. 27.5-11. - Definitions.

For the purposes of this article, the following terms shall have the meanings respectively ascribed to them by this section:

~~Accident: Any occurrence which renders a vehicle wrecked or disabled.~~

~~Authorized Rotation wrecker: A wrecker service holding a valid wrecker permit.~~

~~Consent Tow: Any tow of a motor vehicle initiated by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include a tow of a motor vehicle initiated by a peace officer investigating a traffic accident or a traffic incident that involves the vehicle. Chief of police: The director of public safety for the city or his designee.~~

~~Disabled vehicle: A vehicle which has been rendered unsafe to be driven as the result of some occurrence including, but not limited to, mechanical failure or breakdowns, fire, vandalism, or a vehicle which is in a safe driving condition, but the owner is not present, able or permitted to drive, so as to reasonably necessitate that the vehicle be removed by a wrecker.~~

~~Emergency wrecker Wrecker company: A person who owns, controls, or has a financial interest in one or more emergency wrecker services.~~

~~Emergency wrecker Wrecker service: The business of towing or removing wrecked or disabled vehicles from the street upon the request of the chief of police or his designee.~~

~~Emergency wrecker: A wrecker which has lawfully affixed an emergency wrecker permit.~~

~~Impound-Permitted wrecker: An emergency wrecker or other wrecker~~ which has the proper permit affixed and is authorized by the city to tow vehicles which are taken into police custody or taken into custody pursuant to authority of the police.

~~Impound wrecker company: A person or persons who own, control, operate, or has a financial interest in one or more impound wrecker services.~~

~~Impound wrecker service: The business of towing or removing vehicles which have been taken into custody by police or pursuant to the authority of the police.~~

Motor vehicle: Every vehicle, as herein defined, that is self-propelled whether it is operable or not.

Non-consent tow: Any tow of a motor vehicle that is not a consent tow, provided however, that nothing in this chapter shall be interpreted so as to abridge the rights of an owner or operator of a vehicle involved in a traffic accident or traffic incident.

Owner: A person who holds legal title to a vehicle, or who has legal right of possession of a vehicle, or legal right to control of a vehicle.

Person: An individual, assumed name entity, partnership, joint-venture, association, corporation, or other legal entity.

Rotation: An occasion when the chief of police or his designee calls an ~~emergency wrecker or impound-permitted wrecker~~, ~~depending upon the nature of the call~~, from the applicable rotation list to remove a wrecked or disabled vehicle or vehicle which has been impounded or taken into the custody of the police.

Street: Any street, alley, avenue, lane, square, or highway within the corporate limits of the city.

Vehicle: Every device in, upon, or by which any person or property is or may be transported or drawn upon a street, except devices moved by human power or used exclusively upon stationary rails or trackstracks and shall include trailers and semi-trailers.

Wrecked vehicle: A vehicle or motor vehicle that has been damaged as the result of overturning or colliding with another vehicle, motor vehicle, or object to reasonably necessitate that the vehicle or motor vehicle be removed by a wrecker.

Wrecker: A vehicle designed to be used primarily for removing wrecked or disabled vehicles for compensation.

Wrecker rotation list: A list of impound-permitted wrecker companies.

Sec. 27.5-12. - Permits required.

No person shall drive, or cause to be operated, nor shall any person employ, permit, or allow another to drive, operate, or cause to be operated any wrecker over any street in the city for the purpose of removing, moving, or towing, for compensation a vehicle which has been impounded or ordered to be taken into police custody, nor shall any person accept

compensation for the removing, moving, or towing of any such vehicle without first having obtained from the city, under the provisions of this article, a permit authorizing such operations and acts of such wrecker vehicle.

(Ord. No. K-10, § 2, 4-5-82)

Sec. 27.5-13. - Application for permit.

(a) No person may engage in any ~~impound~~-wrecker service inside the city without first obtaining an ~~impound~~-wrecker company permit from the chief of police. Only one permit may be issued to each ~~impound~~-wrecker company. A permit is not assignable or transferable. ~~Impound-wrecker~~ Wrecker company permits expire on the thirty-first day of December of each year. The permit issued to an ~~impound~~-wrecker company authorizes ~~all~~ its qualified employees to engage in ~~impound~~-wrecker services. ~~All~~ W~~impound-w~~recker permittees must be located within Miller County, Arkansas.

(b) A person desiring to engage in ~~impound-rotation~~ wrecker services in the city shall file with the chief of police a written application upon a form provided for that purpose which must be signed by the applicant or his authorized agent. The application shall include, but not be limited to, the following information:

(1) Trade name, address, and telephone number of the ~~impound~~-wrecker company for both day and night ~~(twenty-four (24) hours)~~ services.

(2) Name, address, and telephone number of the owner(s), partners and/or stockholders.

(3) Number and type of wreckers to be operated.

(4) An agreement that the applicant will participate in the wrecker rotation list and abide by the requirements set forth by the article.

(5) Name, address, date of birth and driver's license numbers of all drivers/operators.

(c) In addition, the following shall accompany every application:

(1) A permit fee in the amount of twenty-five dollars (\$25.00) per wrecker in addition to the applicable city occupation taxes, payable to the city.

(2) A certification from the city collector's office showing that no delinquent taxes are due the city by the applicant.

(3) Each applicant must provide proof of insurability by a policy of public liability and property damage as provided in this section. If insurance of an ~~impound~~-wrecker company is approved, an applicant shall produce and keep in full force and effect a policy of public liability and property damage insurance issued by a casualty insurance company authorized to do business in the state in the standard form approved by the Arkansas State Insurance Department, with the coverage provision insuring the public from loss or damage that may arise to any person or property by reason of the operation of an ~~impound~~-wrecker belonging to the applicant and providing that the amount of recovery on each impound wrecker shall be in limits of not less than the following sums:

For damages arising out of bodily injury to or death of one person in any one accident
\$100,000.00.

For damages arising out of bodily injury to or death of two or more persons in any one accident
....250,000.00

For injury to or destruction of property in any one accident50,000.00.

In addition, every wrecker company operating heavy duty wreckers shall maintain insurance coverage in compliance with applicable ~~ICC~~ (Interstate Commerce Commission ICC) regulations. Further, each permittee shall provide notice to the city within five (5) days of any alteration, change or cancellation in its insurance coverage.

Each permittee hereunder shall furnish a bond in the penal sum of five thousand dollars (\$5,000.00) conditioned upon the permittee's compliance with all the provisions of this article and specifications as contained herein and made payable to the City for the benefit of any person injured by any wrongful or neglectful act of the operator in picking up, detaining, or releasing any vehicle picked up or handled by the permittee.

(4) A certification from the City Planning Department certifying that the permanent place of business, from which the impound wrecker service will be operated, is a location where an impound wrecker service is not prohibited by the comprehensive zoning ordinance of the city.

(Ord. No. K-10, § 3, 4-5-82; Ord. No. K-175, § 1, 12-2-85; Ord. No. K-389, § 1, 7-15-91)

Sec. 27.5-14. - Permit issuance.

~~(a)~~ The chief of police may refuse to issue a new permit or renew a previous permit to any applicant for any one of the following:

~~(a1)~~ The making of any false statement as to a material matter in an application for a permit or permit renewal.

~~(b2)~~ Violation by the applicant, or any employee of the applicant, of a provision of this permit article or other city ordinances.

~~(c3)~~ Revocation of a permit, pursuant to this article, of the applicant, or any proprietor, partner, or corporate officer of the applicant within twelve (12) months preceding application.

~~(d4)~~ Use of the applicant of a trade name for his ~~impound~~-wrecker company other than the one registered with the chief of police.

~~(e5) Failure of the applicant to maintain his wrecker or equipment in a good and safe working condition. Suspension of the impound wrecker company's permit three (3) times within twelve (12) months.~~

~~(b) The chief of police may suspend an impound wrecker company's position on the rotation list on two (2) consecutive occasions for one or more of the following reasons:~~

~~(1) Failure of the applicant to maintain his wrecker or equipment in a good and safe working condition.~~

~~(2) Violation by the applicant, or an employee of the applicant, of a provision of this article or the rules and regulations established for impound wrecker service by the chief of police.~~

~~(f3) Repeated~~ Failure of the applicant's wrecker to arrive at the location dispatched within a reasonable time after having been notified to do so by the chief of police or his duly authorized designee, which is not to exceed ~~thirty (30~~ thirty (30) minutes.

~~(g4) Violation by an impound~~ wrecker driver/owner of a provision of the criminal laws, motor vehicle or traffic laws of this state or city while in the scope of his employment/occupation in the ~~impound-rotation~~ wrecker service.

~~(h5) Refusal to make a call upon request of the chief of police or his designee.~~

~~(c) The chief may revoke an impound wrecker company's permit upon ten (10) days' written notice for one or more of the following reasons:~~

~~(1) The making of any false statement for a permit or permit renewal.~~

~~(2) Violation by the applicant or an employee of the applicant of a provision of this article.~~

~~(3) Use by the applicant of a trade name for his impound wrecker company other than the one registered with the chief of police.~~

~~(4) Violation of a rule or regulation established for impound wrecker service by the chief of police.~~

~~(5) Suspension of the impound wrecker company's permit three (3) times within twelve (12) months.~~

~~(6) Upon conviction of or entering a plea of guilty to any felony or misdemeanor criminal offense.~~

~~In those cases, or instances where the particular wrecker company is licensed both as an emergency wrecker and an impound wrecker service, violations of the provisions of this article or Article III will constitute a basis for taking any of the disciplinary actions hereinabove described.~~

(Ord. No. K-10, § 4, 4-5-82)

Sec. 27.5-15. - Appeals.

If the chief of police refuses to approve an original application, a renewal application, or suspends or revokes a permit, this action is final unless the applicant, within ten (10) days after the date of the action, files a written appeal with the city ~~clerk to the city board of directors~~manager setting forth specific grounds for the appeal. The ~~board of directors~~city manager shall, within thirty (30) days, grant a hearing to consider the action. The ~~board of~~

directorscity manager has the authority to sustain, reverse, or modify the action appealed. The decision of the board-of-directorscity manager is final.

(Ord. No. K-10, § 5, 4-5-82)

Sec. 27.5-16. - Powers and duties of the chief of police.

In addition to the powers and duties elsewhere prescribed in this article, the chief of police is authorized to:

(a1) Enforce all provisions of this article.

(b2) Adopt rules and regulations, after reasonable notice to the licensees, not inconsistent with the provisions of this article, with respect to the investigation of applicants, and other matters incidental or appropriate for the proper enforcement of the provisions of this article.

(c3) Conduct, when appropriate, periodic investigations of impound wrecker companies throughout the city.

~~(4) Keep records of service adequacy and responsiveness of licensees and provide these records to the city manager upon request.~~

(d5) Keep records of all licenses issued, suspended, or revoked.

(e6) Keep records of all authorized impound wreckers.

(Ord. No. K-10, § 6, 4-5-82)

Sec. 27.5-17. - Reserved.

Sec. 27.5-18. - Wrecker rotation list procedure.

~~Separate rotation lists will be established for light and heavy-duty wreckers. An impound wrecker being called from the wrecker rotation list is referred to as a rotation pull. When an impound wrecker is needed, the investigating police officer will communicate the need for an impound wrecker immediately to police department headquarters. On receiving the first communication, the dispatcher at headquarters must call the first impound wrecker company on the rotation list to remove the vehicle to a place authorized or approved by the chief of police. If there is no answer from the authorized telephone numbers of the impound wrecker company or the authorized party of the impound wrecker company refuses to respond, the~~

~~next impound wrecker company will be called until an impound wrecker company is contacted who will respond to the call. Each call will be logged on the rotation list as no response, refused or accepted and the impound wrecker companies who were contacted will be moved to the bottom of the list. On each succeeding communication, the next impound wrecker company on the list must be called and proper notation of each call must be made on the master rotation list. A wrecker rotation list will be maintained for regular tows and heavy-duty tows. The manner of wrecker rotation will be determined by the chief of police.~~

~~(Ord. No. K-10, § 9, 4-5-82)~~

Sec. 27.5-19. - Equipment.

~~Every impound-rotation wrecker company or service operating under permit of this article shall comply with Arkansas Towing and Recovery Board equipment requirements. have at least one primary or regular duty wrecker not less than one ton in size which meets or exceeds the minimum equipment requirements as set forth for emergency wreckers in Article III. In addition, each permittee hereunder must have one medium-duty wrecker not less than two (2) tons in size with a power-operated winch, winch line, and boom rated by the factory to possess a lift capacity of not less than twenty thousand (20,000) pounds single or double line capacity. Both wreckers must carry the minimum equipment as required and specified in Article III. All wreckers to be used must be properly registered and display current license plates and a valid motor vehicle inspection sticker.~~

~~(Ord. No. K-10, § 9, 4-5-82)~~

Sec. 27.5-20. - Requirements and operating procedures.

~~(a) An impound-wrecker company holding a valid permit shall comply with the following requirements:~~

- ~~(1) Maintain twenty-four-hour, seven-day-a-week service.~~
- ~~(2) Arrive at the designated scene within a reasonable time after having been notified to do so by the chief of police, or his designee. Such response time shall not exceed thirty (30) minutes.~~
- ~~(3) Report to the chief of police all changes in impound-wreckers and equipment used in the licensee's impound-rotation wrecker service and render all additional vehicles for inspection by the chief of police. A wrecker without a valid impound-wrecker inspection sticker is not allowed to participate in the wrecker rotation list.~~
- ~~(4) Employ impound-wrecker drivers who are not habitual violators of the traffic laws.~~

~~(b) Each impound-wrecker service shall be required to keep records of all vehicles towed and stored including an inventory and description of any and/or all articles of whatsoever kind or~~

~~nature located or contained within or upon the vehicle or attached to the vehicle. A copy of this record shall be submitted to the chief of police on or before the fifth day of each month. This record shall indicate the date, time, and location where the vehicle was picked up, make, model and vehicle identification number; state where licensed and tag number; date, time and fees paid when released. In addition, the record shall contain the complaint report number assigned to the incident by the police department.~~

(~~bc~~) Every driver ~~of an authorized impound~~employed by a permitted wrecker service shall follow the directions of the investigating police officer on the scene and shall not interfere in any manner with the investigation. No attempt to move or remove a vehicle shall be made without the expressed permission of the on-scene police officer.

(~~cd~~) No ~~driver of an impound~~rotation wrecker shall depart an accident scene until all glass and debris ~~have been swept and~~has been removed from the ~~street~~scene. Such debris shall not be swept to the curb or into any drainage culvert, ditch, etc., but shall be completely removed from the scene. In the event two (2) or more wreckers are utilized, both drivers shall be co-responsible for debris removal.

(~~de~~) Every ~~impound~~ wrecker company shall provide a secure storage area for vehicles which are moved by request or authority of the police department. The storage area shall be either a totally enclosed, locked structure or shall be an open area enclosed by a nontransparent fence not less than seven (7) feet in height with locked gates or a combination of the two (2). The permittee shall assume all liability and shall indemnify and save the city harmless for such liability from damages sustained by vehicles while being towed or stored and for all personal injuries or claims thereto, arising out of service performed under the provisions of this article. Each wrecker company towing such vehicles shall be personally liable to the owner for the vehicle and/or its contents. The wrecker company shall inventory the contents of each vehicle placed in its custody and shall maintain said list of inventories for one (1) year after the release of the vehicle.

(~~ef~~) No ~~impound~~ wrecker company shall release any ~~impounded vehicles~~vehicle in their custody on which investigatory or other holds have been placed until ordered by the chief of police or his designee, or by the courts. However, upon notification and authorization by the chief of police or his designee, and upon payment of the applicable fees, such wrecker company shall immediately release the subject vehicle.

(~~fg~~) No wrecker driver ~~r~~ may proceed to any call with the use of emergency warning lights. Warning lights shall be utilized upon arriving at a ~~n accident or impound~~ scene and while towing a vehicle only.

(Ord. No. K-10, § 10, 4-5-82; Ord. No. K-389, § 2, 7-15-91)

Sec. 27.5-21. - Fees for impound wrecker service.

(a) A wrecker company will not charge fees more than the rates listed in the attached Towing and Storage Fee Schedule for ~~impounds or non-consensual~~ tows and storage. Rates for towing and storage will be determined by the board of directors.

(b) The charge or fee shall be set by the individual wrecker companies but shall not exceed the allowable maximum, and the bill for towing will be itemized to reflect the services rendered;

~~labor or other materials used and any other charges.~~ A copy will be provided to the police department within ten calendar days, when requested.

(c) In the event that the ~~subject-vehicle to be towed is entirely off the improved roadway or it otherwise~~ requires two (2) or more wreckers to prepare it for towing, the initial wrecker operator may call additional assisting wreckers and the fee for said assisting wrecker(s) may be added to the initial wrecker fee, provided that the ~~assisting wrecker fee for each individual wrecker~~ shall not exceed the maximum allowable fee ~~as established and published~~ in the ~~attached approved~~ Towing and Storage Fee Schedule.

(d) A police officer has the right to cancel or refuse wrecker service at any time prior to the removal of a vehicle. In the event a dispute arises as to the need of a wrecker, the police officer on the scene shall decide, and the officer's decision is final.

(ef) No provisions contained herein shall be construed to prevent an ~~impound~~-wrecker company from charging less than the maximum allowable fees as established nor to prevent any ~~impound~~-wrecker company from performing any services provided for herein without charge.

(Ord. No. K-10, § 11, 4-5-82; Ord. No. K-171, § 1, 11-4-85; Ord. No. K-324, 11-6-89; Ord. No. K-389, § 3, 7-15-91; Ord. No. K-523, § 1, 6-5-95; Ord. No. K-563, § 1, 2-5-96; Ord. No. L-308, §§ 1—4, 1-7-08)

Sec. 27.5-22. - Special wrecker calls.

Nothing in this article shall prevent the chief of police from calling a special duty wrecker to any location when the need is so determined. In the event the wrecker company utilized for a special call is also a member of the rotation list, the special call shall not be considered a rotation call and the wrecker company shall continue to occupy its authorized position on the rotation list.

(Ord. No. K-10, § 12, 4-5-82)

Sec. 27.5-23. - Penalty.

Any person, firm, association, partnership, or corporation ~~who shall violate any in violation~~ of the provisions of this article shall be guilty of a misdemeanor and upon pleading guilty or being found guilty therefor shall be fined in a sum not less than twenty-five dollars (\$25.00) nor more than two hundred fifty dollars (\$250.00) for each such offense. Each day that any violation of any provision of this article shall continue shall constitute a separate offense.

(Ord. No. K-10, § 14, 4-5-82)

Secs. 27.5-24—27.5-40. - Reserved.

ARTICLE III. -- EMERGENCY WRECKERS^[3]

Sec. 27.5-41. -- Definitions.

For the purposes of this article, the following terms shall have the meanings respectively ascribed to them by this section:

Accident: Any occurrence which renders a vehicle wrecked or disabled.

Authorized wrecker: A wrecker service holding a valid wrecker permit.

Chief of police: The director of public safety for the city or his designee.

Disabled vehicle: A vehicle which has been rendered unsafe to be driven as the result of some occurrence including, but not limited to, mechanical failure or breakdowns, fire, vandalism, or a vehicle which is in a safe driving condition, but the owner is not present, able or permitted to drive, so as to reasonably necessitate that the vehicle be removed by a wrecker.

Emergency wrecker: A wrecker which has lawfully affixed an emergency wrecker permit.

Emergency wrecker company: A person who owns, controls, or has a financial interest in one or more emergency wrecker services.

Emergency wrecker service: The business of towing or removing wrecked or disabled vehicles from the street upon the request of the chief of police or his designee.

Impound wrecker: An emergency wrecker company authorized by the city to tow vehicles which are taken into police custody.

Motor vehicle: Every vehicle, as herein defined, that is self-propelled whether it is operable or not.

Owner: A person who holds legal title to a vehicle, or who has legal right of possession of a vehicle, or legal right to control of a vehicle.

Person: An individual, assumed name entity, partnership, joint venture, association, corporation, or other legal entity.

Rotation: An occasion when the chief of police or his designee calls an emergency wrecker from the rotation list to remove a wrecked or disabled vehicle.

Street: Any street, alley, avenue, lane, square, or highway within the corporate limits of the city.

Vehicle: Every device in, upon, or by which any person or property is or may be transported or drawn upon a street, except devices moved by human power or used exclusively upon stationary rails or tracks.

Wrecked vehicle: A vehicle or motor vehicle that has been damaged as the result of overturning or colliding with another vehicle, motor vehicle, or object to reasonably necessitate that the vehicle or motor vehicle be removed by a wrecker.

Wrecker: A vehicle designed to be used primarily for removing wrecked or disabled vehicles for compensation.

Wrecker rotation list: A list of emergency wrecker companies.

(Ord. No. K-11, § 1, 4-5-82)

~~Sec. 27.5-42. - Permits required.~~

~~No person shall drive, or cause to be operated, nor shall any person employ, permit, or allow another to drive, operate, or cause to be operated any wrecker over any street in the city for the purpose of removing, moving, or towing a disabled vehicle for compensation, nor shall any person accept compensation for the removing, moving, or towing of any such vehicle without first having obtained from the city, under the provisions of this article, a permit authorizing such operations and acts of such wrecker vehicle.~~

(Ord. No. K-11, § 2, 4-5-82)

~~Sec. 27.5-43. - Exceptions.~~

~~(a) The provisions of section 27.5-42 shall not be construed to prohibit the transportation of a nonresident wrecker company of a wrecked or disabled vehicle from some point in the city, other than the original accident scene, to some point outside the city, nor shall it be construed to prohibit the transportation within the city by a nonresident wrecker company of a wrecked or disabled vehicle from a point outside the city limits to a point inside or outside the city limits.~~

~~(b) The provisions of section 27.5-42 shall not apply to private wrecker companies which provide their services to private citizens upon specific request and have not made application and been considered for rotation call.~~

(Ord. No. K-11, § 3, 4-5-82)

~~Sec. 27.5-44. - Application for permit.~~

~~(a) No person may engage in emergency wrecker service inside the city without first obtaining an emergency wrecker company permit from the chief of police. Only one permit may be issued to each emergency wrecker company. A permit is not assignable or transferable. Emergency wrecker company permits expire on the thirty-first day of December of each year. The permit issued to an emergency wrecker company authorizes all its qualified employees to engage in emergency wrecker service. All emergency wrecker permittees must be located within Miller County, Arkansas.~~

~~(b) A person desiring to engage in emergency wrecker service in the city shall file with the chief of police a written application upon a form provided for that purpose which must be signed by the applicant or his authorized agent. The application shall include, but not be limited to, the following information:~~

~~(1) Trade name, address, and telephone number of the emergency wrecker company for both day and night (twenty-four (24) hours) service.~~

~~(2) Name, address, and telephone number of the owner(s), partners and/or stockholders.~~

~~(3) Number and type of wreckers to be operated.~~

~~(4) An agreement that the applicant will participate in the wrecker rotation list and abide by the requirements set forth by the article.~~

~~(5) Name, address, date of birth and driver's license numbers of all drivers/operators.~~

~~(c) In addition, the following shall accompany every application:~~

~~(1) A permit fee in the amount of twenty-five (\$25.00) per wrecker in addition to the applicable city occupation tax, payable to the city.~~

~~(2) A certification from the city collector's office showing that no delinquent taxes are due the city by the applicant.~~

~~(3) Each applicant must provide proof of insurability by a policy of public liability and property damage as provided in this section. If insurance of an emergency wrecker company is approved, an applicant shall produce and keep in full force and effect a policy of public liability and property damage insurance issued by a casualty insurance company authorized to do business in the state in the standard form approved by the Arkansas State Insurance Department, with the coverage provision insuring the public from loss or damage that may arise to any person or property by reason of the operation of an emergency wrecker of the applicant and providing that the amount of recovery on each emergency wrecker shall be in limits of not less than the following sums:~~

~~For damages arising out of bodily injury to or death of one person in any one accident
\$100,000.00~~

~~For damages arising out of bodily injury to or death of two or more persons in any one accident
....250,000.00~~

~~For injury to or destruction of property in any one accident50,000.00~~

~~In addition, every wrecker company operating heavy duty wreckers shall maintain insurance coverage in compliance with applicable ICG (Interstate Commerce Commission) regulations. Further, each permittee shall provide notice to the city within five (5) days of any alteration, change or cancellation in its insurance coverage.~~

~~(4)~~

~~A certification from the city planning department certifying that the permanent place of business, from which the emergency wrecker service will be operated, is a location where an emergency wrecker service is not prohibited by the comprehensive zoning ordinance of the city.~~

~~(Ord. No. K-11, § 4, 4-5-82; Ord. No. K-389, § 4, 7-15-91)~~

~~Sec. 27.5-45. -- Permit issuance.~~

~~(a) The chief of police may refuse to issue a new permit or renew a previous permit to any applicant for any one of the following:~~

~~(1) The making of any false statement as to a material matter in an application for a permit or permit renewal.~~

~~(2) Violation by the applicant, or any employee of the applicant, of a provision of this permit article.~~

~~(3) Revocation of a permit, pursuant to this article, of the applicant, or any proprietor, partner, or corporate officer of the applicant within twelve (12) months preceding application.~~

~~(4) Use of the applicant of a trade name for his emergency wrecker company other than the one registered with the chief of police.~~

~~(5) Suspension of the emergency wrecker company's permit three (3) times within twelve (12) months.~~

~~(b) The chief of police may suspend an emergency wrecker company's position on the rotation list on two (2) consecutive occasions for one or more of the following reasons:~~

~~(1) Failure of the applicant to maintain his wrecker or equipment in a good and safe working condition.~~

~~(2) Violation by the applicant, or an employee of the applicant, of a provision of this article or the rules and regulations established for emergency wrecker service by the chief of police.~~

~~(3) Failure of the applicant's wrecker to arrive at the location dispatched within a reasonable time after having been notified to do so by the chief of police, which is not to exceed thirty (30) minutes.~~

~~(4) Violation by an emergency wrecker driver/owner of a provision of the criminal laws, motor vehicle or traffic laws of this state or city while in the scope of his employment/occupation in the emergency wrecker service.~~

~~(5) Refusal to make call upon request of the chief of police.~~

~~(c) The chief may revoke an emergency wrecker company's permit upon ten (10) days' written notice for one or more of the following reasons:~~

~~(1) The making of any false statement for a permit or permit renewal.~~

~~(2) Violation by the applicant or an employee of the applicant of a provision of this article.~~

~~(3) Use by the applicant of a trade name for his emergency wrecker company other than the one registered with the chief of police.~~

~~(4) Violation of a rule or regulation established for emergency wrecker service by the chief of police.~~

~~(5) Suspension of the emergency wrecker company's permit three (3) times within twelve (12) months.~~

~~(6) Upon conviction of or entering a plea of guilty to any felony or misdemeanor criminal offense.~~

~~(Ord. No. K-11, § 5, 4-5-82)~~

~~Sec. 27.5-46. -- Appeals.~~

~~If the chief of police refuses to approve an original application, a renewal application, or suspends or revokes a permit, this action is final unless the applicant, within ten (10) days after the date of the action, files a written appeal with the city clerk to the board of directors setting forth specific grounds for the appeal. The board of directors shall, within thirty (30) days, grant a hearing to consider the action. The board of directors has the authority to sustain, reverse, or modify the action appealed. The decision of the board of directors is final.~~

~~(Ord. No. K-11, § 6, 4-5-82)~~

~~Sec. 27.5-47. -- Powers and duties of the chief of police.~~

~~In addition to the powers and duties elsewhere prescribed in this article, the chief of police is authorized to:~~

~~(1) Enforce all provisions of this article.~~

~~(2) Adopt rules and regulations, after reasonable notice to the licensees, not inconsistent with the provisions of this article, with respect to the investigation of applicants, and other matters incidental or appropriate for the proper enforcement of the provisions of this article.~~

~~(3) Conduct, when appropriate, periodic investigations of emergency wrecker companies throughout the city.~~

~~(4) Keep records of service adequacy and responsiveness of licensees and provide these records to the city manager upon request.~~

~~(5) Keep records of all licenses issued, suspended, or revoked.~~

~~(6) Keep records of all authorized emergency wreckers.~~

~~(Ord. No. K-11, § 7, 4-5-82)~~

~~Sec. 27.5-48. -- Driving wrecker to scene of accident prohibited; exceptions.~~

~~No person may drive a wrecker, authorized or unauthorized, to the scene of an accident on the streets of the city unless the person has been called to the scene by the chief of police.~~

(Ord. No. K-11, § 8, 4-5-82)

~~Sec. 27.5-49. -- Soliciting wrecker business at scene of accident prohibited; presence at scene as evidence of violation.~~

~~No person may solicit in any manner directly or indirectly, on the streets of the city, the business of towing a vehicle which is wrecked or disabled on a street, regardless of whether the solicitation is for the purpose of soliciting the business of towing, removing, repairing, wrecking, storing, trading, or purchasing the vehicle. Proof of the presence of a person engaged in the wrecker business or motor vehicle owned or operated by a person engaged in the wrecker business, either as owner, operator, employee or agent, on a street in the city, at or near the scene or site of an accident, which has not been called to the scene by the chief of police, within one hour after the happening of an accident, is prima facie evidence of a solicitation in violation of this section.~~

(Ord. No. K-11, § 9, 4-5-82)

~~Sec. 27.5-50. -- Soliciting by advertising.~~

~~No person may solicit any business at or near the scene of an accident which deals directly or indirectly with the towing, removing, repairing, storing, trading, or purchase of a wrecked or disabled motor vehicle, vehicle, trailer, or semitrailer on the streets or sidewalks of the city, nor may a person solicit the business of towing, removing, repairing, wrecking, storing, trading, buying, or offering to buy a wrecked or disabled motor vehicle, vehicle, trailer, or semitrailer on the streets, sidewalks or any public place in the city, by distributing an advertisement, advertising a repair shop garage, or place of business where the wrecked or disabled motor vehicle, vehicle, trailer, or semitrailer may be repaired, stored, wrecked, traded, or purchased. Proof of the unauthorized presence of a person engaged in the business of towing, repairing, wrecking, storing, or offering to purchase or trade for a wrecked or disabled motor vehicle, vehicle, trailer, or semitrailer at or near the scene of an accident is prima facie evidence of solicitation in violation of this section.~~

(Ord. No. K-11, § 10, 4-5-82)

~~Sec. 27.5-51. -- Response to private calls prohibited.~~

~~A wrecker company shall not respond within the city to a private request for wrecker service when a wreck or collision on a street is involved.~~

(Ord. No. K-11, § 11, 4-5-82)

~~Sec. 27.5-52. -- Wrecker rotation list procedure.~~

~~An emergency wrecker being called from the wrecker rotation list is referred to as a rotation pull. When an emergency wrecker is needed, the investigating police officer will communicate the need for an emergency wrecker immediately to police department headquarters. On receiving the first communication, the dispatcher at headquarters must call the first emergency wrecker company on the rotation list to remove the vehicle to a place authorized or approved~~

by the chief of police. If there is no answer from the authorized telephone numbers of the emergency wrecker company or the authorized party of the emergency wrecker company refuses to respond, the next emergency wrecker company will be called until an emergency wrecker company is contacted who will respond to the call. Each call will be logged on the rotation list as no response, refused or accepted and the emergency wrecker companies who were contacted will be moved to the bottom of the list. On each succeeding communication, the next emergency wrecker company on the list must be called and proper notation of each call must be made on the master rotation list. A wrecker rotation list will be kept for regular wrecker and another for heavy duty wrecker service. The manner of rotation will be determined by the chief of police.

(Ord. No. K-11, § 12, 4-5-82)

Sec. 27.5-53. - Equipment.

Every emergency wrecker operating under permit of this article shall meet or exceed the requirements as set forth herein:

(1) The primary or regular duty wrecker shall be not less than one ton in size.

(2) Each wrecker shall be equipped with:

a. A power operated winch with a rated lift capacity of not less than five thousand (5,000) pounds single line capacity.

b. A wrecking bar not less than six (6) feet in length.

c. An axe.

d. One eight pound and one two pound hammer.

e. Four (4) auxiliary tie-down chains not less than ten (10) feet in length each.

f. Boom and winch line capable of withstanding the rated lift capacity of the winch.

g. Not less than six (6) fifteen-minute flares.

h. A minimum of two (2) dry chemical type fire extinguishers of not less than two and one-half (2½) pounds capacity each, one of which must be accessible from the outside of the wrecker.

i. Remote light which may be a flashlight or extension light.

j. A broom and debris removal pan.

k. Shovel.

l. Emergency warning lights atop wrecker. Emergency lights may be flashing and/or rotating type of any configuration. Emergency lights shall be only amber in color.

~~(3) Every emergency wrecker permitted under this article shall either carry as standard equipment, or have accessibility to, one set of dollies.~~

~~(Ord. No. K-11, § 13, 4-5-82)~~

~~Sec. 27.5-54. -- Requirements and operating procedures.~~

~~(a) An emergency wrecker company holding a valid permit shall comply with the following requirements:~~

~~(1) Maintain twenty-four hour, seven-day-a-week service.~~

~~(2) Arrive at the scene of the accident within a reasonable time after having been notified to do so by the chief of police, or his designee. Such response time shall not exceed thirty (30) minutes.~~

~~(3) Report to the chief of police all changes in emergency wreckers and equipment used in the licensee's emergency wrecker service and render all additional vehicles for inspection by the chief of police. A wrecker without a valid emergency wrecker inspection sticker is not allowed to participate in the wrecker rotation list.~~

~~(4) Employ emergency wrecker drivers who are not habitual violators of the traffic laws.~~

~~(b) Each emergency wrecker service shall be required to keep records of all vehicles towed and stored including an inventory and description of any and/or all articles of whatsoever kind or nature located or contained within, upon, or attached to the vehicle. A copy of this record shall be submitted to the chief of police on or before the fifth day of each month. This record shall indicate the date, time, and location where the vehicle was picked up, make, model and vehicle identification number (VIN); state where licensed and tag number; date, time and fees paid when released.~~

~~(c) Every driver of an authorized emergency wrecker service shall follow the directions of the investigating police officer, on scene, and shall not interfere in any manner with the investigation. No attempt to move or remove a vehicle shall be made without the expressed permission of the on-scene police officer.~~

~~(d) No driver of an emergency wrecker shall depart an accident scene until all glass and debris have been swept and removed from the street. Such debris shall not be swept to the curb or into any drainage culvert, ditch, etc., but shall be completely removed from the scene. In the event two (2) or more wreckers are utilized, both drivers shall be co-responsible for debris removal.~~

~~(e) Every emergency wrecker company shall provide a secure storage area having a non-transparent fence not less than seven (7) feet in height, for vehicles which are removed by request or authority of the police department. Each wrecker company towing such vehicles shall be personally liable to the owner for the vehicle and/or its contents.~~

~~(f) Each emergency wrecker company shall release vehicles in their custody to the lawful owner or his agent only or to another individual or company upon written authorization of the lawful owner or his agent with the following exceptions:~~

(1) If a police officer orders a "hold" placed on any vehicle, the emergency wrecker company so ordered shall mark said vehicle by affixing a red tag to the driver's door indicating a "hold" along with the officer's name, date and time of "hold" order.

No vehicle with a "hold" may be released to any person or company to include the lawful owner, except by permission of the police officer ordering the "hold" or the chief of police.

(2) Vehicles, except "hold" vehicles, may be released to insurance companies upon presentation of a release signed by the lawful owner of the vehicle.

(g) No wrecker driver may proceed to any call with the use of emergency warning lights. Warning lights shall be utilized upon arriving at an accident scene and while towing a vehicle only.

(Ord. No. K-11, § 14, 4-5-82; Ord. No. K-389, § 5, 7-15-91)

~~Sec. 27.5-55. - Fees for emergency wrecker service.~~

(a) A wrecker company will not charge fees more than the rates listed in the attached Towing and Storage Fee Schedule for impounds or nonconsensual tows and storage. Rates for towing and storage will be determined by the board of directors.

(b) The charge or fee shall be set by the individual wrecker companies but shall not exceed the allowable maximum, and the bill for towing will be itemized to reflect the services rendered, labor or other materials used and any other charges. A copy will be provided to the police department within ten calendar days, when requested.

(c) In the event that the subject vehicle is entirely off the improved roadway or it otherwise requires two (2) or more wreckers to prepare it for towing, the initial wrecker operator may call additional assisting wreckers and the fee for said assisting wrecker(s) may be added to the initial wrecker fee, provided that the assisting wrecker fee shall not exceed the maximum allowable fee as established and published in the attached Towing and Storage Fee Schedule.

(d) A police officer has the right to cancel or refuse wrecker service at any time prior to the removal of a vehicle. In the event a dispute arises as to the need of a wrecker, the police officer on the scene shall decide, and the officer's decision is final.

(e) Maximum storage rates for vehicles towed to authorized storage areas by request of the police department shall be established by the board of directors and found in the attached Towing and Storage Fee Schedule.

(f) No provisions contained herein shall be construed to prevent an emergency wrecker company from charging less than the maximum allowable fees as established nor to prevent any emergency wrecker company from performing any services contained without charge.

(g) In the event a towed vehicle remains on the premises of a permittee hereunder for a period of thirty (30) days or more without being claimed, the permittee shall notify the chief of police, in writing, concerning the status of such vehicle.

(Ord. No. K-10, § 15, 4-5-82; Ord. No. K-171, § 2, 11-4-85; Ord. No. K-389, § 6, 7-15-91; Ord. No. K-523, § 2, 6-5-95; Ord. No. K-563, § 2, 2-5-96; Ord. No. L-308, §§ 1-4, 1-7-08)

Sec. 27.5-56. -- Special wrecker calls.

Nothing in this article shall prevent the chief of police from calling a special duty wrecker to an accident location when the need is so determined. In the event the wrecker company utilized for a special call is also a member of the rotation list, the special call shall not be considered a rotation call and the wrecker company shall continue to occupy its authorized position on the rotation list.

(Ord. No. K-11, § 16, 4-5-82)

Sec. 27.5-57. -- Penalty.

Any person, firm, association, partnership or corporation who shall violate any of the provisions of this article shall be guilty of a misdemeanor and upon pleading guilty or being found guilty therefor shall be fined in a sum not less than twenty-five dollars (\$25.00) nor more than two hundred fifty dollars (\$250.00) for each such offense. Each day that any violation of any provision of this article shall continue shall constitute a separate offense.

(Ord. No. K-11, § 18, 4-5-82)

Reserved. Chapter

Towing and Storage Fee Schedule

~~Impound~~ Light-duty Wrecker Service \$200.00

~~Impound~~ Wrecker Lot Storage \$50.00 per day for any 24-hour period ~~\$20.00 outside or \$30.00 inside for the first 24 hours~~

~~_____ \$50.00 a day for all storage over 24 hours~~

~~Emergency Wrecker Service _____ \$200.00~~

~~Emergency Wrecker Storage _____ \$20.00 outside or \$30.00 inside for the first 24 hours~~

~~_____ \$50.00 a day for all storage over 24 hours~~



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance to rezone a tract of land located at 3604 North Stateline Avenue, from C-3 Open-display commercial zoning to C-1 General retail commercial in order to divide the property. (Ward 4) (PWD-Planning) City Planner Mary Beck

AGENDA DATE: 06/05/2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Public Works/Planning

PREPARED BY: Mary Beck

REQUEST: Adopt an ordinance to rezone a tract of land located at 3604 North Stateline Avenue, from C-3 Open-display commercial zoning to C-1 General retail commercial in order to divide the property.

EMERGENCY CLAUSE: N/A

SUMMARY: The Planning Commission recommends approval of this rezoning with no opposition voted. Some of the parking for Lee's Restaurant will continue to be on Mr. Patel's property as part of the sale agreement and as approved by the building official.

EXPENSE REQUIRED: 0

AMOUNT BUDGETED: 0

**APPROPRIATION
REQUIRED:** 0

**RECOMMENDED
ACTION:** Adopt an ordinance to rezone property in order to sell Lee's China Restaurant to the long-time business owner(s).

EXHIBITS: Ordinance, Memo to City Manager, deeds, location/zoning map.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. K-286, AS AMENDED; AND FOR OTHER PURPOSES

WHEREAS, an application to amend the Land Use Plan was filed with the Planning Commission of the City of Texarkana, Arkansas, requesting the following described land located at 3604 North Stateline Avenue, be rezoned, as applicable, from C-3 Open-display commercial to C-1 General retail:

Lots numbered One through three (1-3) in Block Number Ten (10) of NORTH HEIGHTS HOME ADDITION as per the map or plat of said Addition recorded in Volume 74, page 65 of the Plat Records of Miller County, Arkansas. More specifically being described as 3604 and 3624 North State Line Avenue, Texarkana, Arkansas, 71854.

WHEREAS, the Planning Commission, after public hearing, has approved said application and recommended that the Board of Directors of the City of Texarkana, Arkansas, adopt the ordinance affecting said rezoning request; and

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the City of Texarkana, Arkansas, that Ordinance No. K-286, as amended, should be amended to rezone the above-described property in the City of Texarkana, Arkansas, from C-3 Open-display commercial to C-1 General retail. This is solely a rezoning and no other action, conveyance, or release of interest.

PASSED AND APPROVED this 5th day of June, 2023.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, 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: TyRhonda Henderson, Acting City Manager
FROM: Mary L. Beck, City Planner
DATE: May 10, 2023
SUBJECT: Board of Directors Agenda item for June 5, 2023 – Rezoning recommendation – Request by Request by Krisros, Inc., owner Prakash Patel, 3602 N. State Line Avenue, Texarkana, AR 71854 to rezone property from C-3 Open-display commercial to C-1 General Retail.

LEGAL DESCRIPTION:

The property is legally described as Lots No. 1-3, Block 10, NORTH HEIGHTS HOME ADDITION, Texarkana, Miller County, Arkansas and contains 1.56 acres more or less. The property is located at 3604 and 3624 N. State Line Avenue.

REASON FOR REQUEST:

Property owner is selling off three lots of his property and the amount of land being purchased is less than the minimum allowed in C-3 Open Display commercial zoning districts.

EXISTING LAND USES:

Site: Lee's China & vacant restaurant
North: Pizza Inn
East: Residential rental property
South: Teriyaki restaurant
West: Texas commercial zone (car wash)

EXISTING ZONING:

Site: C-3 Open-display commercial
North: C-3 Open-display commercial
South: C-3 Open-display commercial
East: C-3 Open-display commercial
West: Texas commercial zoning



www.cityoftexarkanaar.com

COMPATIBILITY WITH EXISTING ZONING:

The 1988 Long term comprehensive plan indicates recommendation for continued commercial use all along State Line Avenue with only one or two exceptions. Commercial land use is very appropriate and although the zoning is C-3 Open-display commercial, C-1 General Retail is also a good fit. Mixed use may also be appropriate for purposes of walkability and also as an alternate income source to support commercial investments during phases of economic fluctuations where a mix of residential and commercial land uses can supplement income opportunities. The current land uses are expected to continue at this location with a business tenant becoming the property owner for the restaurants. No conflicts are anticipated and changes are likely to be on paper only.

UTILITIES & TRANSPORTATION NETWORK:

Local :	37 th Street
Collector:	none
Arterial:	State Line Avenue
Water:	8" in 37 th Street 8" in State Line Avenue
Sewer:	6" in 37 th Street
Fire hydrant:	located in E. 37 th Street approximately 250' from the property

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, 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, April 24, 2023 edition of the Texarkana Gazette. Letters were mailed to seven (7) adjacent property owners within 300' as required by local ordinance.

OPPOSITION:

None

PLANNING COMMISSION CERTIFICATION:

The Planning Commission met on May 9, 2023, to review this request. On a motion to approve by Mr. Boots Thomas, seconded by Ms. Bertha Dunn, the motion passed. A roll call vote was 5-0 as two commissioners were absent.

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

ACTION REQUESTED BY CITY BOARD OF DIRECTORS:

To adopt an ordinance to change zoning from C-3 Open-display commercial to C-1 General retail commercial. *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.

WARRANTY DEED

STATE OF ARKANSAS §

COUNTY OF MILLER §

KNOW ALL MEN BY THESE PRESENTS:

That H. B. WREN, III, also known as Herbert B. Wren, III, joined by his wife, JEAN A. WREN, and HARRIET W. AUTREY, joined by her husband, LEROY AUTREY, hereinafter called Grantors, for the consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to Grantors in hand paid by KRISROS, INC., an Arkansas corporation hereinafter called Grantee, the receipt of which is hereby acknowledged and confessed;

CB
11258

And, for the further consideration of the execution and delivery by Grantee of its one certain promissory note dated of even date herewith, in the principal sum of SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$650,000.00), payable to the order of Grantors and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith, executed by Grantee herein in favor of Leroy Autrey, Trustee;

CB
11259

In consideration of all of which Grantors have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said KRISROS, INC., all of that certain tract or parcel of land lying and being situated in the County of Miller and State of Arkansas, to-wit:



Warranty Deed



Page 1

Lots Numbered One through Seventeen (1 - 17) in Block Number Ten (10) of **NORTH HEIGHTS HOME ADDITION** as per the map or plat of said Addition recorded in volume 74, page 65 of the Plat Records of Miller County, Arkansas; **SAVE AND EXCEPT** the West 5.0 feet of Lots Numbered One through Five (1 - 5) of said Block Number Ten (10).

This conveyance is made and accepted subject to all restrictions, reservations, covenants, conditions, rights of way and easements now of record, if any, in Miller County, Arkansas, affecting the above described property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said **KRISROS, INC.**, its successors and assigns, and Grantors hereby binds themselves, their successors and assigns, to warrant and forever defend all and singular the said premises unto **Grantee**, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

BUT, it is expressly agreed that the **VENDOR'S LIEN**, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute. It is understood and agreed that a release of the Deed of Trust lien hereinabove described shall constitute and be considered a release of the vendor's lien herein retained.

And we, **H. B. WREN, III** and **JEAN A. WREN**, husband and wife, and **HARRIET W. AUTREY** and **LEROY AUTREY**, her husband, for the consideration aforesaid, do hereby release, relinquish and quitclaim unto **KRISROS, INC.**, all of our rights of dower, curtesy and homestead in and to the said lands.

2004 5696
Recorded in the Above
Deed Book & Page
10-01-2004 03:24:06 PM

EXECUTED this 1st day of October, 2004.

H. B. Wren III
H. B. WREN, III

Jean A. Wren
JEAN A. WREN

Harriet W. Autrey
HARRIET W. AUTREY

Leroy Autrey
LEROY AUTREY

STATE OF ARKANSAS §
COUNTY OF MILLER §

ACKNOWLEDGMENT

BE IT REMEMBERED that on this day came before me, the undersigned, a notary public within and for the County and State aforesaid, duly commissioned and acting, H. B. WREN, III and JEAN A. WREN, his wife, to me well known as Grantors in the foregoing instrument, and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 1st day of October, 2004.

Linda Matthews
Notary Public

My Commission Expires:
April 21, 2013

2004 5697
Recorded in the Above
Deed Book & Page
10-01-2004 03:24:06 PM
Judy Lansley-Circuit Clerk
Miller County, AR

STATE OF ARKANSAS §

ACKNOWLEDGMENT

COUNTY OF MILLER §

BE IT REMEMBERED that on this day came before me, the undersigned, a notary public within and for the County and State aforesaid, duly commissioned and acting, **HARRIET W. AUTREY** and **LEROY AUTREY**, her husband, to me well known as Grantors in the foregoing instrument, and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 1st day of October, 2004.

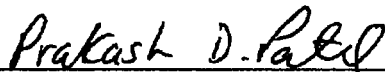

Notary Public

My Commission Expires:

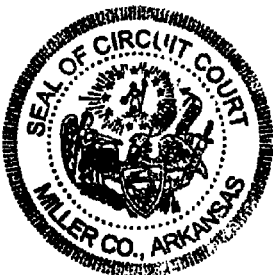
April 21, 2013

I hereby certify, under penalty of false swearing, that at least the legally correct amount of documentary stamps have been placed on this instrument.

KRISROS, INC.
3602 N. State Line Avenue
Texarkana, Arkansas 71854

By: 
Prakash D. Patel, President

Miller County, AR
I certify this instrument was filed on
10-01-2004 03:24:06 PM
and recorded in Deed Book
2004 at pages 5694 - 5697
Judy Lansley-Circuit Clerk



Prepared by:
Charles A. Morgan
Dunn Nutter & Morgan, LLP
Suite Six • State Line Plaza, Box 8030
Texarkana, Arkansas 71854-5945
Telephone (870) 773-5651
Telecopier (870) 772-2037





CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution making an appointment to the City Beautiful Commission and the Library Board. (CCD) City Clerk Heather Soyars

AGENDA DATE: June 5, 2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: City Clerk

PREPARED BY: Heather Soyars

REQUEST: Appointment to the City Beautiful Commission and Library Board

EMERGENCY CLAUSE: N/A

SUMMARY:

<u>Board/Commission</u>	<u>Applicant</u>	<u>Term</u>
City Beautiful Commission	Annette Lachowsky	No term
Library Board	Connie Brian	01/15/2023---2029

EXPENSE REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**RECOMMENDED
ACTION:** Acting City Manager and staff recommend approval.

EXHIBITS: Resolution, City Beautiful Commission member list, Library member list and letter of recommendation

RESOLUTION NO. _____

WHEREAS, vacancies exist on various boards and commissions; and

WHEREAS, it is necessary that appointments be made to fill the vacant positions;

and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that the following appointments are hereby approved:

<u>Board or Commission</u>	<u>Applicant</u>	<u>Term</u>
City Beautiful Commission	Annette Lachowsky	No Term
Library Board	Connie Brian	01/15/2023----2029

PASSED AND APPROVED this 5th day of June, 2023.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

Joshua L. Potter, City Attorney

CITY BEAUTIFUL COMMISSION

Authorized by Texarkana Resolution No. 5098

	<u>Appointment</u>	<u>Term Date</u>	<u>Term</u>
Nedra Turney 6301 East Broad Street 870-773-4494	Resolution No. – N/A Appointment 10/04/2004	10/04/2004----???	1
Danny Lewis 1 Wade Trail 903-748-9221 (cell-home) 870-773-8800 (work)	Resolution No. 5122 Appointment 10/04/2004	10/04/2004----???	1
Rick Hall 2020 Beech Street 870-772-2262(home) 870-773-8531 (work)	Resolution No. 5122 Appointment 10/04/2004	10/04/2004----???	1
Mary Warner 801 East 12 th Street 870-216-7233 (home) 870-898-2621 (work)	Resolution No. – N/A Appointment 10/04/2004	10/04/2004----???	1
Wendell Warner 801 East 12 th Street 870-216-7233 (home)	Resolution No. 5668 Appointment 02/06/2012	02/06/2011----???	1
Jeff C. Brown – Chairman 2217 Laurel 903-277-0457 (cell) 903-793-4114	Resolution No. 6061 Appointment 08/05/2013	08/05/2013----???	1
Peggy Burson 1 Lambeth Place 903-748-8978	Resolution No. 6124 Appointment 03/03/2014	03/03/2014----???	1
Clinton Thomas 5 Webber Street 870-774-0505 (home)	Resolution No. 6227 Appointment 11/17/2017	11/17/2014----???	1
Mary Bryant 1823 Beech Street 903-701-3981	Resolution No. 2019-43 Appointment 11/18/2019	11/18/2019----???	

Thomas Keefer
1007 Locust Street
903-949-9769

Resolution No. 2019-43 11/18/2019----???
Appointment
11/18/2019

Connie Magness
6508 Wuthering Heights Lane
903-826-8071 (cell)

Resolution No. 2021-38 07-19-2021----??? 1
Appointment
07/19/2021

CITY OF TEXARKANA, ARKANSAS

Application for Appointment to Citizen Advisory Board or Commission

BOARD OR COMMISSION DESIRED *(Please apply for one (1) board or commission per application.)*

<input type="checkbox"/> Advertising & Promotion Commission <input type="checkbox"/> Airport Authority <input type="checkbox"/> Board of Adjustment <input checked="" type="checkbox"/> City Beautiful Commission <input type="checkbox"/> Civil Service Commission <input type="checkbox"/> Electrical Review Board <input type="checkbox"/> Equalization Board	<input type="checkbox"/> Heating & Air Conditioning Board of Review <input type="checkbox"/> Historic District Commission <input type="checkbox"/> Library Board <input type="checkbox"/> Planning Commission <input type="checkbox"/> Plumbing Board of Review <input type="checkbox"/> Public Facilities Board <input type="checkbox"/> Other:
--	--

Name: Grace Annette Lachowsky Home Phone: (850) 324-2459

Address: 5706 Cedar Ridge Trail Texarkana Resident Yes No 9 Years

E-Mail Address: Lachowsky@Bellsouth.net Miller Co. Voter Registration No. 3986338

Employer: Home maker Work Phone: _____

Position: President of Operations Cell Phone: (850) 324 2459

Education:
 College: MS University of Arkansas High School: Hope High School

Special knowledge or past experience qualifying you for this appointment: *(Please feel free to attach resume):*
My undergraduate degree is urban horticulture & landscape design

Other relevant information (civic activities, memberships, etc.):
I have been a member of Miller County Red Dirt Master Gardeners for 8 years & have served as president

References: List the name and phone number of at least one Texarkana resident as a reference, especially any City staff, member of the Board of Directors, or current Committee members who may be contacted on your behalf.
 Name: Rick Hall Phone Number: 903 277 7417

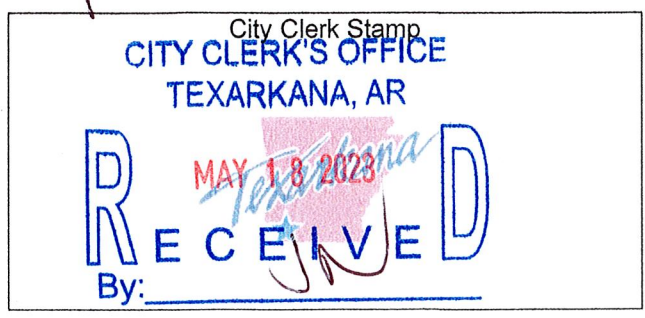
Interest: Explain why you are interested in being appointed to this board or commission.
My interests are in beautification of our environment through landscaping & art. Since we moved to Texarkana I have appreciated this commission's efforts to improve our enjoyment of the city

Experience: Indicate what meeting(s) you have attended of the committee for which you wish to be considered.
I have been to 3 City Beautiful Commission meetings. I have worked on landscaping at Bobby Ferguson Park & have played a large role in the Pollinator Garden at Gateway Farmers Market
 Number of Texarkana, Arkansas Board of Directors Meetings you have attended in the past 12 months: 0

Please read the statement below and sign your name to indicate your understanding.
I UNDERSTAND MY ATTENDANCE WILL BE REQUIRED AT ALL COMMITTEE MEETINGS AND THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.

Signature of Applicant: G. Annette Lachowsky Date Submitted: 5/18/23

Return completed application to:
 Heather Soyars, City Clerk
 216 Walnut Street (or)
 P O Box 2711
 Texarkana TX 75504-2711
 Phone 870-779-4995
heather.soyars@txkusa.org



Please Note: This application will be on file for one (1) year.

LIBRARY BOARD

Authorized by A.C.A. 13-2-501---510 and Texarkana, Arkansas Code 12-16---19
6 – YEAR TERMS

	<u>Appointment</u>	<u>Term Date</u>	<u>Term</u>	<u>Ward</u>
Linda Register 3406 Water Oak Drive 903-276-4838	Resolution No. 2019-7 Appointment	01/15/2019----2025	1	6
Junie Young 3503 Tiffany Lane 870-773-4139	Resolution No. 2021-38 Reappointment	01/15/2020----2026	2	5
Gary Nutter 1203 Forest Acres Circle 870-772-8091	Resolution No. 2021-38 Reappointment	01/15/2020----2026	2	1
Pamela Johnson 10 Pine Trail 903-293-8188	Resolution No. 2023-11 Appointment	01/15/2023----2029	1	5
Vacancy		01/15/2023----2029		

CITY OF TEXARKANA, ARKANSAS

Application for Appointment to Citizen Advisory Board or Commission

BOARD OR COMMISSION DESIRED (Please apply for one (1) board or commission per application.)

<input type="checkbox"/>	Advertising & Promotion Commission	<input type="checkbox"/>	Heating & Air Conditioning Board of Review
<input type="checkbox"/>	Airport Authority	<input type="checkbox"/>	Historic District Commission
<input type="checkbox"/>	Board of Adjustment	<input checked="" type="checkbox"/>	Library Board
<input type="checkbox"/>	City Beautiful Commission	<input type="checkbox"/>	Planning Commission
<input type="checkbox"/>	Civil Service Commission	<input type="checkbox"/>	Plumbing Board of Review
<input type="checkbox"/>	Electrical Review Board	<input type="checkbox"/>	Public Facilities Board
<input type="checkbox"/>	Equalization Board	<input type="checkbox"/>	Other:

Name: Connie Brian Home Phone: 903-276-1133

Address: 1109 E. Short 21st Texarkana Resident Yes No 50+ Years

E-Mail Address: connie.brian@gmail.com Miller Co. Voter Registration No. 1806657

Employer: Texarkana College Work Phone: 903-823-3027

Position: Admin. Asst. to Dean of Library and Learning Support Cell Phone: 903-276-1133

Education: Assoc. / Texarkana College High School: AR Senior High School

Special knowledge or past experience qualifying you for this appointment: (Please feel free to attach resume):
Employed in TC's Palmer Memorial Library for 40 years. Lifelong supporter of libraries, learning and education.

Other relevant information (civic activities, memberships, etc.):

References: List the name and phone number of at least one Texarkana resident as a reference, especially any City staff, member of the Board of Directors, or current Committee members who may be contacted on your behalf.

Name: Teri Stover - former Dir. JFM Library Phone Number: 903-306-9024
Cathy Andrews - former Lib. Board Member 903-826-1438

Interest: Explain why you are interested in being appointed to this board or commission.

I believe libraries are an important part of the community and want to be more involved with ours.

Experience: Indicate what meeting(s) you have attended of the committee for which you wish to be considered.

Not a one, but I am looking forward to participating.

Number of Texarkana, Arkansas Board of Directors Meetings you have attended in the past 12 months: 0

Please read the statement below and sign your name to indicate your understanding.

I UNDERSTAND MY ATTENDANCE WILL BE REQUIRED AT ALL COMMITTEE MEETINGS AND THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.

Signature of Applicant: Connie Brian Date Submitted: 5-5-2023

Return completed application to:
Heather Soyars, City Clerk
216 Walnut Street (or)
P O Box 2711
Texarkana TX 75504-2711
Phone 870-779-4995
heather.soyars@txkusa.org

City Clerk Stamp

CITY CLERK'S OFFICE
TEXARKANA, AR

Texarkana

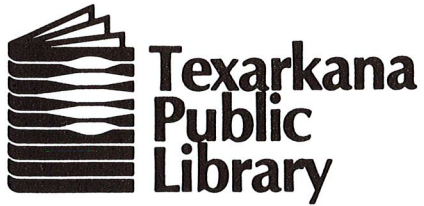
MAY 08 2023

RECEIVED

By: JN

Please Note: This application will be on file for one (1) year.

Updated 12122022



May 5, 2023

TyRhonda Henderson
Interim City Manager
City of Texarkana, Arkansas
216 Walnut St.
Texarkana, AR 71854

Dear Ms. Henderson,

There has been a vacancy on the Library Commission since January 2023. Sarah Meredith previously held this seat.

The Library Commission would like to request that the Board of Directors consider appointing Connie Brian, 1109 E. Short 21st, Texarkana, AR. This appointment would fill the last vacant seat of the Library Commission. Mrs. Brian was contacted and is looking forward to serving on the Library Commission if appointed.

Your assistance in filling the appointment will be much appreciated.

Thank you,

A handwritten signature in cursive script that reads "Linda Larey".

Linda Larey
President
Texarkana Library Commission

