



## Rescheduled Regular Meeting of the Board of Directors

City of Texarkana, Arkansas  
216 Walnut Street

**Agenda - Wednesday, May 20, 2020 - 1:00 PM**

**THIS MEETING WILL BE A VIRTUAL MEETING HOSTED BY ZOOM AND WILL BE STREAMED LIVE ON THE CITY'S YOUTUBE PAGE.**

<https://www.youtube.com/channel/UC2zU02o8zTodzQ8IuiWL2Q>

Call to Order

Roll Call

### CONSENT

- [1.](#) Approval of the minutes of the regular meeting March 16, 2020. (CCD)
- [2.](#) Adopt a Resolution authorizing the City Manager to enter into a design-build contract with Trull-Hollensworth Architects and Contech Contractors, Inc., for the design and renovation of the Texarkana Recreational Facility. (PWD)
- [3.](#) Adopt a Resolution authorizing the City Manager to enter into a lease agreement with Crossties of Texarkana, Inc. for use of the Caboose located on Wood Street. (ADMIN)

### REGULAR

- [4.](#) Adopt an Ordinance expanding the powers of the City of Texarkana, Arkansas Public Facilities Board to secure and develop industry. (ADMIN)

*An emergency clause is requested. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board.*

**CITIZEN COMMUNICATION - TO HAVE PUBLIC COMMENTS READ DURING THE MEETING, PLEASE SUBMIT THEM BY 10:00 AM, WEDNESDAY, MAY 20, 2020, TO HEATHER SOYARS, CITY CLERK AT [heather.soyars@txkusa.org](mailto:heather.soyars@txkusa.org)**

**NEXT MEETING DATE: Monday, June 1, 2020**

**ADJOURN**

### 2020 City Calendar

**Gateway Farmer's Market – Every Tuesday, Thursday and Saturday**





## CITY OF TEXARKANA, AR BOARD OF DIRECTORS

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<b>AGENDA TITLE:</b>	Approval of the minutes of the regular meeting March 16, 2020. (CCD)
<b>AGENDA DATE:</b>	May 20, 2020
<b>ITEM TYPE:</b>	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Minutes
<b>DEPARTMENT:</b>	City Clerk Department
<b>PREPARED BY:</b>	Heather Soyars, City Clerk

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<b>REQUEST:</b>	Approval of meeting minutes.
<b>EMERGENCY CLAUSE:</b>	N/A

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<b>SUMMARY:</b>	Approval of meeting minutes
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<b>EXPENSE REQUIRED:</b>	N/A
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<b>AMOUNT BUDGETED:</b>	N/A
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<b>APPROPRIATION REQUIRED:</b>	N/a
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<b>RECOMMENDED ACTION:</b>	The City Clerk recommends Board approval.
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<b>EXHIBITS:</b>	Meeting minutes.
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## **Regular Meeting of the Board of Directors**

City of Texarkana, Arkansas

216 Walnut Street

**Minutes - Monday, March 16, 2020 - 6:00 PM**

Mayor Allen Brown called the meeting to order.

PRESENT: Mayor Allen Brown, Ward 1 Assistant Mayor Linda Teeters, Ward 2 Director Laney J. Harris, Ward 3 Director Steven Hollibush, Ward 4 Director Ulysses Brewer, Ward 5 Director Barbara S. Miner, and Ward 6 Director Terri Peavy.

ALSO PRESENT: City Manager Dr. Kenny Haskin, City Clerk Heather Soyars and Deputy City Clerk Jenny Narens.

ABSENT: City Attorney George Matteson.

Invocation and Pledge of Allegiance given by Assistant Mayor Linda Teeters.

Mayor Brown announced the Boil Water Advisory would be in effect until tomorrow afternoon. He said a joint press conference with Texarkana, Texas would be held Wednesday or Thursday of this week to update the public on the Corona virus. He said the Arkansas Municipal League suggested suspending Board meetings for nine weeks.

### **CONSENT**

Motion to approve the Consent Agenda made by Director Miner, Seconded by Director Hollibush.

The motion carried unanimously, and Mayor Brown declared the Consent Agenda approved. The items approved were:

1. Approval of the minutes of the regular meeting March 2, 2020. (CCD)
2. Resolution No. 2020-11 made appointments to the Public Facility Board: Public Works Director Tyler Richards, Planning Secretary Kay Smart and Media Relations Manager Eric Ethridge. (CCD)

### **REGULAR**

3. Consider the following action concerning an amendment to the FY2020 Budget:

Mayor Brown opened the Public Hearing to allow citizen input regarding amending the FY2020 Budget.

Assistant Public Works Department Director Tracie Lee gave a brief overview of the item.

No one else came forward and the Mayor closed the Public Hearing.

Resolution No. 2020-12 amended the FY2020 Budget (Resolution No. 2019-45) and the Public Works Budget to include the expense and grant revenue for U of A Way Road Improvements. (PWD)

Motion to adopt the resolution made by Assistant Mayor Teeters, Seconded by Director Brewer.

Voting Yea: Mayor Brown, Assistant Mayor Teeters, Director Harris, Director Hollibush, Director Brewer, Director Miner and Director Peavy.

The Mayor declared the resolution adopted by a 7-0 vote.

4. Ordinance No. 3-2020 granted the request for prerequisite municipal approval of a private club application by Joe Leslie Gay, as applicant of behalf of Crossties of Texarkana, Inc. (CCD) Attorney Jake Potter

Motion to read the ordinance the first time in abbreviated form made by Assistant Mayor Teeters, Seconded by Director Hollibush.

Voting Yea: Mayor Brown, Assistant Mayor Teeters, Director Harris, Director Hollibush, Director Brewer, Director Miner, Director Peavy.

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

Voting Yea: Mayor Brown, Assistant Mayor Teeters, Director Harris, Director Hollibush, Director Brewer, Director Miner, Director Peavy.

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

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

Voting Yea: Mayor Brown, Assistant Mayor Teeters, Director Harris, Director Hollibush, Director Brewer, Director Miner, Director Peavy.

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

Motion to adopt the ordinance made by Director Miner, Seconded by Assistant Mayor Teeters.

Voting Yea: Mayor Brown, Assistant Mayor Teeters, Director Harris, Director Hollibush, Director Brewer, Director Miner, Director Peavy.

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

***An emergency clause is requested. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board.***

Motion to approve the emergency clause made by Assistant Mayor Teeters, Seconded by Director Peavy.

Voting Yea: Mayor Brown, Assistant Mayor Teeters, Director Harris, Director Hollibush, Director Brewer, Director Miner, Director Peavy.

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

**CITIZEN COMMUNICATION**

No one came forward.

**NEXT MEETING DATE: Monday, April 6, 2020**

**ADJOURN**

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

Voting Yea: Mayor Brown, Assistant Mayor Teeters, Director Harris, Director Hollibush, Director Brewer, Director Miner, Director Peavy.

The motion carried 7-0. The meeting adjourned at 6:30 PM.

**APPROVED** this the 20<sup>th</sup> day of May, 2020.

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Allen L. Brown, Mayor

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Heather Soyars, City Clerk



## CITY OF TEXARKANA, AR BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt a Resolution authorizing the City Manager to enter into a design-build contract with Trull-Hollensworth Architects and Contech Contractors, Inc., for the design and renovation of the Texarkana Recreational Facility. (PWD)

**AGENDA DATE:** 05/20/2020

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Public Works Department

**PREPARED BY:** Tracie Lee, Assistant Director of Public Works

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**REQUEST:** Adopt a Resolution authorizing the City Manager to enter into a design-build contract with Trull-Hollensworth Architects and Contech Contractors, Inc., for the design and renovation of the Texarkana Recreational Facility.

**EMERGENCY CLAUSE:** This item will be approved by a resolution; therefore, it will not need an emergency clause.

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**SUMMARY:** A resolution for the award of the design-build contract to Contech Contractors, Inc. & Trull-Hollensworth Architects, Inc. The Public Works Department has completed the procurement process for the Request for Proposals (RFP) for a Design-Build Team to remodel the Texarkana Recreational Facility. The procurement process began with issuance of a RFP on March 22<sup>nd</sup> and 29<sup>th</sup>, 2020, followed by an interview of the two most qualified proposers.

Three proposals were submitted from the following design-build teams:

1. Contech Contractors, Inc. & Trull-Hollensworth Architects, Inc.
2. Baldwin & Shell Construction & Lockeby & Associates Inc.
3. Ideal Construction Company & The McDougal Group

Contech Contractors, Inc & Trull-Hollensworth Architects, Inc. were selected as the Design-Build team to expand and renovate the existing building based on the Architects quote of \$53,100.00 and the Construction Manager's quote of \$61,950.00.

Award of this contract to Contech Contractors, Inc. & Trull-Hollensworth Architects, Inc. meets all bidding requirements. Funds were budgeted and are available for the award of this contract with Section 108 Loan funds allocated in the CDBG Public Facilities line item.

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<b>EXPENSE REQUIRED:</b>	\$115,050 (\$61,950.00 Section 108 Loan Funds and \$53,100.00 CDBG)
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<b>AMOUNT BUDGETED:</b>	\$938,100.00 (\$885,000.00 Section 108 Loan + \$53,100.00 CDBG Entitlement)
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<b>APPROPRIATION REQUIRED:</b>	\$0.00
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<b>RECOMMENDED ACTION:</b>	City Manager and staff recommend board approval.
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<b>EXHIBITS:</b>	Resolution, Fee Submittals, RFP Ad, and Contract Agreement
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## RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, in connection with the design and renovation of the Texarkana Recreational Facility, requests for proposals were solicited for a construction management/architectural services team; and

**WHEREAS**, upon consideration of the proposals submitted, the team of Contech Contractors, Inc., to perform construction management services, and Trull-Hollensworth Architects, Inc., to perform architectural and design services, was selected as the best suited for such purpose; and

**WHEREAS**, given the unique nature of renovation of an existing structure and associated likely encounter of existing structural and mechanical elements, the joint proposals were sought for purposes of efficiency, initially considering the possibility of undertaking the project as a single design-build project, but upon consideration of potential applicable competitive bidding requirements relating to services other than professional services, it was determined that team proposals be considered for professional services only, in which such teams work in tandem to provide such professional services while still accomplishing the efficiencies so stated; and

**WHEREAS**, the portion of the fee for such services to Contech Contractors, Inc., is \$61,950.00 (budgeted to be paid from Section 108 Loan Funds), and the portion of the fee for such services to Trull-Hollensworth Architects, Inc., is \$51,300.00 (budgeted to be paid from the CDBG Public Facilities line-item); and

**WHEREAS**, the City Manager and Staff recommend approval;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is hereby authorized to enter into one, if

appropriate or requested, separate contracts with the above identified professional service providers in the amounts set forth, to be paid from the sources so indicated.

**PASSED AND APPROVED** this 20<sup>th</sup>, day of May, 2020.

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Allen L. Brown, Mayor

**ATTEST:**

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Heather Soyars, City Clerk

**APPROVED:**

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George Matteson, City Attorney

**REQUEST FOR PROPOSALS (RFP)**  
**A DESIGN - BUILD PROJECT FOR TEXARKANA REC CENTER**  
**FOR THE CITY OF TEXARKANA, ARKANSAS**

The City of Texarkana, Arkansas is soliciting proposals from qualified joint venture Construction/ Architectural/Engineering (AE) firms to develop design concepts, final construction documents, provide updated construction estimates and a guaranteed maximum construction cost contract for the renovation and expansion of the existing Texarkana Rec Center (formerly the Old Boys and Girls Club). Firms submitting a response to the RFP will be asked at a minimum to state their understanding/experience to the project and offer their methodology for meeting the criteria noted in this RFP. Request for proposals can be obtained from Arkansas City Hall Public Works Department beginning Tuesday, March 24, 2020.

This proposal will be accepted by the Director of Public Works at City Hall Public Works Department of the City of TEXARKANA, ARKANSAS, 216 Walnut Street, Texarkana, Arkansas until 3:00 p.m., central standard time, Tuesday, April 7, 2020. Provide response to RFP PW-2020-002 electronically to [tyler.richards@txkusa.org](mailto:tyler.richards@txkusa.org) and deliver four (4) each bound hard copies. The hard copies shall be delivered in a sealed envelope with the name and address of Respondent in addition to nomenclature on the sealed envelope: RFP PW-2020-002 DESIGN BUILD SERVICES, Attention: Tyler Richards. If you have any questions, please telephone: 870-779-4971 or email.

# CONTECH CONTRACTORS, INC.

April 17, 2020

RE: Boys and Girls Club Renovation

Mr. Tyler Richards,

On half of the Trull Hollensworth Architects and Contech Contractors team, we appreciate the opportunity to advance to the second step of the design/build selection for the renovation to the boys and girls club.

Based on the projected scope of work, we estimate the profit and overhead for the project to be between thirteen (13%) to fifteen (15%) percent. Please keep in mind these are suggested and could reasonably go down depending on the final scope of work.

Thank you for the opportunity and we look forward to our interview on Monday.

Sincerely,

A handwritten signature in blue ink that reads "Wade B. Dyer". The signature is written in a cursive style with a stylized "D" at the end.

Contech Contractors and Trull Hollensworth Architects



## Sample General Conditions Matrix

Number	Item Description	Fee	General Conditions/ Reimbursable	Direct Cost of Work
1	Salaries and other compensation of personnel stationed at the principal office or offices other than the site office. NOTE 1	X		
2	Expenses of the principal office and offices other than the site office.	X		
3	Capital expenses, including interest on the Construction Manager's capital employed for the work.	X		
4	Costs for services incurred during the Preconstruction Phase, including design phase estimating, value engineering and the bid process.	X		
5	Salaries and other compensation of the General Superintendent attributed directly to the project		X	
6	Salaries of the Project Manager		X	
7	Salaries of the Project Coordinator		X	
8	Salaries and other compensation of the supervisory or administrative personnel engaged at the factories, workshops on the road, in expediting the production or transportation of specific materials or equipment required for the work classified as direct cost of work but only for that portion of their time required for the work.		X	X
9	Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as show up time, sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the cost of the work.			X



## Sample General Conditions Matrix

Number	Item Description	Fee	General Conditions/ Reimbursable	Direct Cost of Work
10	Salaries and other compensation of the Project Superintendent & Assistant Superintendents.		X	
11	Salaries and other compensation of Craft Foremen and Craftsmen			X
12	Costs of meals, lodging and incidentals or subsistence compensation incurred by supervisory or administrative personnel due to travel directly attributed to the Project		X	
13	Costs of relocation of the supervisory or administrative personnel directly attributed to the Project		N/A	
14	Costs of meals, lodging and incidentals or subsistence compensation incurred by Assistant Superintendent, Craft Foremen or Craftsmen due to travel directly attributed to the Project		X	
15	Costs of document reproductions, shipping and handling, advertising		X	
16	Costs for performance of punch lists			X
17	Costs of Warranties		X	
18	Costs of Jobsite Office		X	
19	Costs of Jobsite Storage Containers		X	
20	Costs of Jobsite Office Equipment		X	
21	Costs of Jobsite Office Furniture		X	
22	Costs of Jobsite Office Telecommunications		X	
23	Costs of Jobsite Office Supplies		X	

5/6/2020



## Sample General Conditions Matrix

Number	Item Description	Fee	General Conditions/ Reimbursable	Direct Cost of Work
24	Costs of Project Signs		X	
25	Costs of Temporary Roads and Laydown Areas			X
26	Costs of Temporary Fencing and Security		X	
27	Costs of Temporary Partitions			X
28	Costs of Traffic Control			X
29	Costs of Portable Sanitary Facilities		X	
30	Costs of Temporary Utility Hookups and Distribution			X
31	Costs of Temporary Utility Fees			X
32	Fees of laboratories for tests and special inspections required by the Contract Documents			X
33	Costs of the Project Manager's Vehicle	X		
34	Costs of the Project Coordinator's Vehicle	X		
35	Costs of the Project Superintendent's Vehicle		X	
36	Reimbursable Mileage for Company Owned Vehicles and Personal Vehicles.		X	
37	Costs of Project Equipment and Vertical Hoisting			X
38	Costs of Small Tools			X

5/6/2020



## Sample General Conditions Matrix

Number	Item Description	Fee	General Conditions/ Reimbursable	Direct Cost of Work
39	Costs of Job Supplies		X	
40	Costs of Project Safety		X	
41	Costs of Project Layout, Surveying and Engineering			X
42	Costs of Daily Cleanup			X
43	Costs of Dumpsters			X
44	Costs of Final Cleanup			X
45	Costs of Close Out Documents, including As Built Drawings, O&M Documents and Training and Instruction	X		
46	Costs of Building Permits			X
47	Costs of EPA Storm Water Permit			X
48	Costs of Trade Permits			X
49	Costs of Insurance, Bonds & Data Processing		X	
50	Costs of the Work performed by Subcontractors			X
51	Costs of the Work performed by Material Suppliers			X



## STANDARD FORM OF AGREEMENT

STATE OF ARKANSAS §

COUNTY OF MILLER §

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Texarkana of the County of Miller and State of Arkansas, acting through the City Manager of the City of Texarkana thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Contech Contractors, Inc. of the City of Texarkana County of Bowie and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

**WITNESSETH:** That for and in consideration of Nine Hundred Thirty Eight Thousand One Hundred Dollars (\$938,100.00) and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

Texarkana Rec Center W.O. # PW-2020-002

and all extra work in connection therewith, under the terms as stated in the Request for Proposals and at his (or their) own proper cost and expense to furnish all the professional design, materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Request for Proposals and Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by the Public Works Director herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the Request for Proposals, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to complete the same by year end 2020, subject to such extensions of time as are provided by the Owner.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

**IN WITNESS WHEREOF**, the parties to this instrument have executed this Agreement in the year and day first above written.

\_\_\_\_\_  
Party of the Second Part (CONTRACTOR)

By:\_\_\_\_\_

\_\_\_\_\_  
Title

Attest:\_\_\_\_\_

The City of Texarkana  
Party of the First Part (OWNER)

By:\_\_\_\_\_  
(City Manager)

ATTEST:\_\_\_\_\_  
(City Clerk)

Approved as to form

\_\_\_\_\_  
(City Attorney)

**REQUEST FOR PROPOSAL (RFP)**

**DESIGN BUILD SERVICES**

**Texarkana Rec Center Rehabilitation/Expansion**

**Project: PW-2020-003**

**March 2020**



City of Texarkana Public Works Department

Texarkana, Arkansas

**Prepared by:**

**Tracie Lee**

**216 Walnut Street**

**Texarkana, Arkansas 71854**

**Project Manager: Tyler Richards, Public Works Director**

**Phone: 870-779-4971**

**e-mail: [tyler.richards@txkusa.org](mailto:tyler.richards@txkusa.org)**

**online: <https://www.arkansas.txkusa.org>**

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### **2.0 PROPOSAL FORM**

- 2.1 PROPOSAL FORM FOR DESIGN BUILDER

### **3.0 ATTACHMENTS**

- 3.1 EXHIBIT A: PRELIMINARY SITE PLAN & FLOOR PLAN, INITIAL PROGRAM.
- 3.2 EXHIBIT B: DESIGN BUILD SCOPE COORDINATION MATRIX, will be issued as addendum one.
- 3.1 EXHIBIT C: DESIGN BUILD AGREEMENT, STANDARD AIA A141 (copy not included) To be provided by Design Builder at award.

## 1.0 GENERAL INFORMATION

### 1.1 INTRODUCTION AND PROJECT DESCRIPTION

The City of Texarkana, Arkansas is soliciting proposals from qualified joint venture Construction/ Architectural/Engineering (AE) firms to develop design concepts, final construction documents, provide updated construction estimates and a guaranteed maximum construction cost contract for the renovation and expansion of the existing Texarkana Rec Center (formerly the Old Boys and Girls Club). Firms submitting a response to the RFP will be asked at a minimum to state their understanding/experience to the project and offer their methodology for meeting the criteria noted in this RFP. The shortlisted finalists will then be requested to participate in an interview. At that stage of the selection process, respondents will be asked to include a fee proposal for the work as outlined in this RFP.

Proposals should demonstrate in detail how the Respondent intends to provide the required services in a manner that will result in the successful and timely completion of the RFP requirements. In addition, the proposal should demonstrate the Respondent's capacity and readiness to perform the Scope of Services immediately upon execution of the contract with the City of Texarkana, Arkansas. Finally, the proposals shall include evidence of the Respondent's previous experience and qualifications relative to provision of such services. All proposals submitted in response to this solicitation must conform to all the requirements and RFP outlined within this document in its entirety, including all applicable addenda, and attachments.

This proposal will be accepted by the Director of Public Works at City Hall Public Works Department of the City of TEXARKANA, ARKANSAS (herein called the City), 216 Walnut Street, Texarkana, Arkansas until 3:00 p.m., central standard time, Tuesday, April 7, 2020. Provide response to RFP PW-2020-002 electronically to [tyler.richards@txkusa.org](mailto:tyler.richards@txkusa.org) and deliver four (4) each bound hard copies. The hard copies shall be delivered in a sealed envelope with the name and address of Respondent in addition to nomenclature on the sealed envelope: RFP PW-2020-002 DESIGN BUILD SERVICES, Attention: Tyler Richards. If you have any questions, please telephone: 870-779-4971 or email.

Tyler Richards  
Director of PUBLIC WORKS  
870-779-4971  
[tyler.richards@txkura.org](mailto:tyler.richards@txkura.org)

The City reserves the right to reject any and all proposals and waive any RFP informalities in the selection process. No proposal shall be withdrawn for a period of thirty (30) days subsequent to the opening of the proposals without the consent of the City.

## **Project Description:**

### **Renovation of Existing Building**

- Existing Building – 12,245 SF
  - New Floor Finishes @ Existing Gym
  - New Tile Floor @ Activities Area
  - Repaint All Interior Walls
  - Change Out Some Details by Adding Doors & Frames as Needed
  - Demolition of Some interior Walls
  - New Ceilings as Needed
  - New Entry Canopy
  - Infill Some Openings in Walls
- New Construction – 2,380 SF
  - New Construction Floor/Foundations
  - New Walls/Ceilings
  - New Steel Structural System
  - Membrane Roofing
  - New Restrooms
- Other Improvements
  - Kitchen Equipment
  - Roof Repair Gym Area
  - Fire Sprinkler System Existing Building
  - Fire Sprinkler System New Construction
- Air Conditioning (HVAC)
  - Gym – Four 5 Ton Units
  - Other A/C Units – 14 Tons
- Electrical
  - Existing Building – 12,245 SF
  - New Construction – 2,380 SF
- Flood Proofing
  - Building is within Floodplain and will be required to provide floodproofing for the building. Floodproofing measures will be decided upon by the DESIGN-BUILD team and the CITY ENGINEER (Tyler Richards)
- Construction to be complete by END OF YEAR 2020.

## **1.2 LOCATION**

The Project is located at 1 Legion Drive, Texarkana, AR 71854, proposed addition and floor plan attached to the RFP.

## **1.3. BUDGET**

The current approximate overall project budget is \$885,000. The design/build construction value is To Be Determined.

## **1.4 GENERAL DESIGN BUILD SCOPE OF SERVICES**

1. Perform a current facility space audit and space needs analysis. This assessment should consider Owner's current and anticipated staffing mix, space utilization, furniture, fixtures and equipment,

and office needs, storage, workroom needs, parking requirements and drainage issues as it relates to flood proofing building.

2. Participate in a series of space requirements meetings with City staff. Assess the City's space to determine the most favorable balance between kitchen, activity room, kid zone, computer room, gym, reception and private offices, one on one tutoring room, meeting space, etc. The assessment should consider space design to accommodate anticipated growth. The professional design phases shall be: Schematic Design, Design Development and Construction Documents; each design phase shall have an associated cost estimate attached.
3. Based on the information gathered in the steps outlined above, develop a written Draft Building Program outlining space requirements for the rec center and addition. Also include a written and graphic document that delineates the functional relationships between the required spaces, and provide a preliminary conceptual building layout, site plan, and construction estimates.
4. Develop periodic cost estimate(s) during each design phase for the rec center as described in the Draft Building Plan, including cost of all required appliances, fixtures and equipment (AF&E), site improvements, etc.
5. Present the Draft Building Plan to the City Public Works Director, solicit his input, and work together as necessary to modify the Draft Building Program into a Final Building Program that best represents the mutually acceptable needs of the rec center.

#### **A. PRE-CONSTRUCTION SERVICES FIXED FEE**

The DESIGN BUILDER shall participate in all aspects of the design process and shall perform Pre-Construction Services that, in general, shall include but not be limited to the following:

- 1) Schedule, attend and manage all necessary design work sessions with the City and Design Team to gather and distribute information on the Project as required.
- 2) In conjunction with the City immediately identify the Project requirements and prepare a comprehensive Construction Budget. DESIGN BUILDER to identify all project related construction costs including (but not limited to) building and site construction, infrastructure improvement costs (on-site and off-site), and other such costs that may be of consequence to the City.
- 3) Develop and continue to refine a comprehensive Project Schedule. Identify, set decision dates, and make recommendations to the City on procurement of long-lead delivery items. Update and monitor the Project Schedule with the City regularly to identify deviations and changes.
- 4) Provide value engineering and life-cycle costing for all materials, equipment and systems mutually agreed upon to determine the best possible value to the City. Conduct formal value engineering work sessions with the City and recommend design detail, system and assembly alternatives.
- 5) Prepare and monitor estimates of the construction cost during each of the design phases based on detailed quantity surveys of the Drawings and Specifications. Advise the City if it appears that the construction budget will not be met and make recommendations for corrective action. Prepare and update with each cost estimate a reconciliation report comparing the previous cost estimate, the current cost estimate, and the approved budget. Provide a narrative of the changes made from the previous versions and accompanied with an updated construction billing and cash flow forecast. Provide this service at each design milestone: Schematic Design Package, Design Development (100% DDs); Custom Drawings (100%CDs). In addition to providing periodic estimates, it is expected that DESIGN BUILDER will work cooperatively with City to provide intra-phase pricing evaluations of building systems, assemblies, and component options to facilitate timely design related decision-making as required by the City.
- 6) Review the drawings and specifications as they are being prepared, and recommend alternate solutions whenever design details affect budget, schedule, constructability, and

consistency with local and traditional trade practice.

- 7) Review the proposed design concepts, layouts, dimensions, clearances and advise the City of possible conflicts of the M/E/P building systems with the adjacent structure and finishes.
- 8) Recommend and prequalify subcontractors and contact suppliers to develop a bidder's list for review and approval by the City. It is the City's policy that only prequalified subcontractors and suppliers shall be invited to bid on various procurement packages on the Project and, further, that awards are then based upon the lowest responsible and conforming bids received. Minimum of three (3) bids per subcontract or subtrade, including work to be self-performed, unless otherwise agreed to by City.
- 9) Prepare a detailed approach to phasing of the work, mobilization, logistics, quality control and safety of the public for review by the City.
- 10) Prepare and submit a final Guaranteed Maximum Price (GMP) Proposal for the City's optional acceptance reflecting the entire cost, scope of work and quality intent of the Project before any construction funds are committed. The GMP Proposal shall be supplemented with a clearly defined and detailed breakdown of costs for the entire Project. All construction costs must be clearly defined and included in the GMP Proposal. All proposed allowances included shall be approved by the City and shall include estimated quantities and values justified by the DESIGN BUILDER. All clarifications, exclusions, exceptions must be identified within your proposal.
- 11) Identify and submit proposals for long lead items for direct purchase by the City.

**B. CONSTRUCTION SERVICES FEE**

The DESIGN BUILDER shall construct the work according to the construction documents and specifications within the scheduled time frame agreed to with the City.

1. The DESIGN BUILDER will be required to provide warranty and closeout assistance. Warranty on items will be for a minimum of 2 years.

**C. COST SAVINGS**

To the extent the actual cost of the work may be reduced through the course of the design refinement, Procurement and Construction, the reduction in cost shall revert entirely to the benefit of the City. There shall be no "shared savings" compensation to the DESIGN BUILDER.

**D. CONSTRUCTION CHANGE ORDER MARK-UP**

For City approved changes to the scope of work, the DESIGN BUILD shall propose a Percentage Fee for additive and deductive change orders to the Guaranteed Maximum Price (GMP) Contract amount. Deductive change orders will be credited only for the cost of the work.

**E. SCHEDULE**

The final Project Schedule is not certain at this time; however, it is the City's intent to provide Notice to Proceed for Pre-construction Services by April 2020. Notice to Proceed for Construction Services is anticipated by May 2020. Construction completion is anticipated by end of November 2020.

**F. CONSTRUCTION CONTINGENCY**

The DESIGN BUILDER'S contingency shall be used to cover costs of unforeseen job conditions, omissions of the estimate (with the exception of subcontracted work), and discrepancies between subcontractor and supplier scopes of work, which are properly reimbursable as Cost of the Work but are not the basis for a change order. The DESIGN BUILDER'S contingency shall be used with the City's concurrence ONLY; which shall not be unreasonably withheld. Requests for the use of the contingency shall be submitted by the



DESIGN BUILDER within ten (10) calendar days of the event that caused such Cost of Work to be incurred, or as soon as the need is apparent, whichever is earlier. The DESIGN BUILDER's contingency shall not be used for repairing or replacement of the Work due to the DESIGN BUILDER's negligence or error. The contingency may be refunded via change order to the owner in stages as agreed upon by the team and the balance of the DESIGN BUILDER'S contingency which has not been expended for the Project according to the procedures set forth herein shall be refunded entirely to the benefit of the City, upon final invoicing. The DESIGN BUILDER shall also provide the City documented status of the contingency amount on a monthly basis with each payment application. The OWNER will carry a separate contingency for changes to the work.

**1.5 CONTACTS**

Copies of this RFP are available from the Public Works Department.

Owner's Representative- Tyler Richards

Project Manager: **Tyler Richards**  
**Phone: 870-779-4971**  
**Email: [tyler.richards@txkusa.org](mailto:tyler.richards@txkusa.org)**

(Owner) – City of Texarkana, AR

**Dr. Kenny Haskin**  
 216 Walnut St.  
 Texarkana, AR 71854

*Notice: Direct contact with the City Board of Directors, or other related parties, may cause this candidate's removal from the RFP process.*

**1.6 SCHEDULE OF EVENTS**

The project is on a time sensitive schedule and will require availability and dedication of the selected DESIGN BUILDER to complete services on-time. Proposers should carefully consider their ability to complete all required tasks inclusively within the project schedule time frame.

The schedule below outlines milestones for the project:

DATE	TIME	EVENT
March 22, 2020		DESIGN BUILD RFP Issued
March 31, 2020	11:00 AM	Non-mandatory site visit
April 1, 2020	5 PM	Design Builder to confirm if they will submit (not a requirement to submit but requested by the City)
April 2, 2020	NOON	Deadline for receipt of questions and inquiries
April 3, 2020		Final responses to questions
<b>April 7, 2020</b>	<b>3:00 PM</b>	<b>Deadline for submission of proposals from DESIGN BUILD candidates</b>
April 8, 2020		Notification of short-listed candidates, issuance of addendum two with pricing requirements
April 13, 2020	2 PM	Shortlisted candidates required to submit fee proposals to Owner Rep

April 15, 2020	TBD	Interviews of short-listed firms
April 16, 2020		Preferred DESIGN BUILDER announced (anticipated)
April 27, 2020		Board Approval of Design Builder Selection
May 1, 2020		Finalize contract negotiations (Anticipated)
May 1, 2020		Commence DESIGN BUILDER services kick off (Anticipated)
November 2020		Construction Complete

**1.7 PROPOSAL INSTRUCTIONS**

The City is looking to base their decision on qualifications of the proposing firms and is requesting that items related to Fee not be submitted for this phase of the selection process.

- A. Pages in the proposal shall be typed with the maximum number of pages of proposal information (excepting cover sheet, index sheet, blank pages, table of contents, AIA 305, similar project profile sheets, and other supplemental proposal forms required or requested) to be limited to thirty 30 pages numbered in sequential order.
- B. **Submit a single electronic PDF file of your proposal by the submittal date/time aforementioned;** email to the Owner’s Representative contact listed in Section 1.5 above. It is advised to request a read receipt when submitting. If email is not possible submit one thumb drive by the Proposing Firm containing the completed RFP response to the Owner’s Representative by the date noted in Section 1.6. Oral, telephonic, or faxed proposals are invalid and will be considered as non-responsive.
- C. No Proposing Firm may submit more than one proposal. Multiple submissions under different names will not be accepted from one firm, Joint Venture, or association.
- D. Each respondent must comply with the submission requirements as outlined. Submittals that fail to comply with the requirements as specified may be deemed non-responsive and such determination will result in no further consideration of that respondent or the respondent’s submittals by the City. At any stage, the City reserves the right to terminate, suspend or modify this selection process; reject any or all submittals at any time; and waive any informalities, irregularities or omissions in submittals, as the best interests of the City may require.

**1.8 PROPOSAL REQUIREMENTS**

**Proposals must include, but are not limited to, the following items:**

Brief cover letter expressing interest

**Part 1 – Organization Information**

- A. If your firm has multiple offices, please provide this information for all offices. Indicate which office is going to perform the bulk of the services for this project.
- B. Statement of available bonding capacity for this project.
- C. Completed AIA A305 including financial statements (as attachment)

**Part 2 – Project Experience**

- A. Present at least three DESIGN BUILD projects completed in the last five years similar in size and complexity. Include:
  - 1) Project location
  - 2) Project size (square feet) of the project

- 3) Project completed construction value
- 4) Project construction start and completion date
- 5) Method of construction
- 6) Other relevant project information
- 7) General Contractor Staff directly involved with the project. Identify teams  
Preconstruction Manager, Project Manager, Estimator and Superintendent at a minimum
- 8) City/Owner contact with telephone number
- 9) Owner's Representative contact with telephone number
- 10) Architect contact with telephone number

### **Part 3 – Project Team & Staff**

- A. Resumes for:
  - 1) Architect
  - 2) Engineers
  - 3) Estimator
  - 4) Project Manager
  - 5) Project Superintendent
- B. Owner and other references (including telephone numbers and email), clearly identify which project and who the reference is in relation too. Please include relevant projects team members have worked on together.
- C. Describe current workload of proposed staff and overlapping project responsibilities.
- D. Provide an organization chart graphically indicating how your firm would staff and structure the proposed team (both in the field and in the office) during the Pre-Construction and Construction phases.
- E. Provide a matrix showing what projects you have worked on with the team designers.

### **Part 4 – Organization & Management of the Project**

- A. What makes your teams Design Build service unique and successful?
- B. What makes your firms design and pre-construction services unique? What tools do you use to enhance the process? Describe your approach.
- C. Describe how your cost estimating process is organized and provide specific examples of your cost estimating documents where you feel such information will provide clarity. Provide historical cost comparisons between schematic design cost estimates and the final GMP on projects of similar size and/or scope to that of the project.
- D. Describe your approach to safety on the project site, specifically as it relates to work taking place adjacent to a functioning City facility. Cite specific examples where your team has dealt with this, and how the safety plan was communicated and managed.
- E. Describe how your team (preferably the Design Build team) recently worked together to resolve a complicated unexpected construction situation on a recent project.
- F. Describe a recent project that was completed as Design Build. What lessons did you learn and what would you do differently on this project?
- G. Have your superintendent describe what he/she is most proud of on his/her most recent project.
- H. What bothers your superintendent most on projects and how does he/she resolve it?

- I. Have your project architect summarize what is most important on an addition/remodel project.
- J. Fill in the blank: We define success on a project as \_\_\_\_\_.

**Part 5 – Fee Proposal**

- A. A Scope Coordination Matrix will be included in addendum two. This matrix is an outline of the project scope as defined by the Owner’s Representative. (fees are not due with this submission but will be required during the interview phase of the selection process, if your team reaches that stage).
- ❖ Insurance certificates naming the City as additional insured will be required prior to work commencing, but not required as part of this submittal.

**1.9 QUESTIONS, INQUIRIES, AND AMENDMENTS REGARDING THIS RFP**

Questions and inquiries regarding the RFP should be directed to the Public Works Director listed above by the date aforementioned. The City will issue a response to all questions by email. Questions should not be submitted to the Board of Directors or other parties, doing so will cause this candidate’s removal from the RFP process.

**1.10 PROPOSING FIRMS TO FULLY INFORM THEMSELVES**

Proposers are required to fully inform themselves of all project conditions which may impact their proposal and the City’s requirements prior to submitting a proposal. Proposers should become acquainted with the nature and extent of the services to be undertaken and make all necessary examinations, investigations and inspections prior to submitting a proposal. Firms proposing are responsible for examining and determining for themselves the location and nature of the proposed work, the amount and character of the labor and materials required, and the difficulties which may be encountered. If requested in advance the City will provide the Firm proposing access to the site to conduct such examinations as each Proposing Firm deems necessary for submission of a proposal.

The Proposing Firm is to consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.

The City will not consider any claims arising from failure to take such actions.

**1.11 EVALUATION & SELECTION CRITERIA**

The City reserves the right to reject any or all responses to this RFP. Final selection of the short-listed DESIGN BUILD candidates will be on the basis of their apparent ability to best meet the overall expectations of the City, as determined solely by the City.

The City reserves the absolute right to conduct investigations as it deems necessary for the evaluation of any proposal and to establish the experience, responsibility, reliability, references, reputation, business ethics, history, qualifications and financial ability of the firm responding. The purpose of such investigation is to determine that the DESIGN BUILD has the ability, experience, resources and reputation necessary to perform the work and to support all warranties in accordance with the contract documents.

The following items will be reviewed to provide a basis for selection, (not in order of priority):

A. Qualifications Proposal Phase of Selection (total points available = 100):

- 1) Qualifications and experience of the teams, as indicated by prior successful completion of similar projects. 30 points
- 2) Qualifications and experience of the key individuals, who will be assigned to this project, as

indicated by prior involvement in similar projects. 30 points

- 3) Proposed approach to completion of the scope of work and understanding of the project and project issues. 20 points
- 4) References 15 points
- 5) Demonstrated ability to provide acceptable surety by bond or letter of credit. 5 points

B. Interview & Fee Proposal Phase of Selection:

- 1) Those respondents deemed best qualified will be invited to participate in an interview with the Selection Committee. An interview invitation will be sent out to approx. three (3) Candidates with the highest RFP submittal scores (from the above Qualifications Proposal Phase) on the date noted in the schedule of events. The invitation will explain the interview requirements and provide the time and location. The purpose of the interview is to ensure a full understanding of the RFP responses, and to introduce key members of the DESIGN BUILD Team.
- 2) Each shortlisted firm will be required to complete and submit a DESIGN BUILD Fee and Schedule Proposal Form (including fees) on the date noted in the schedule of events. This information will be evaluated and rated in terms of responsiveness and value.

❖ Note – Although the project cost will be a major component of the selection process, other factors will also be considered. Contract may not be awarded to the firm providing the lowest proposed fee.

### 1.12 SELECTION PROCESS

- A. The City will review all responses to this RFP that meet requirements and are received prior to the designated closing date and time.
- B. Upon review of the qualified firms, the City will select the proposal which best reflects the City's needs and requirements.
- C. The top firm's proposal, based on qualifications, will be reviewed and, if necessary, negotiations will commence.
- D. If a satisfactory agreement with the proposer cannot be reached, at a price that is determined to be fair and reasonable, negotiations with that firm shall be formally terminated. Negotiations with the second ranked proposer may then be initiated. Failing accord with the second ranked proposer, the City shall formally terminate negotiations and may then undertake negotiations with the third ranked proposer or re-issue the RFP at their discretion.
- E. The City will have sole determination of which proposal is in the City's best interest.

### 1.13 RIGHT OF REJECTION

The City reserves the right to accept or reject any or all responses to this RFP and to enter into discussions and/or negotiations with one or more qualified Proposing Firms, if such action is in the best interest of the City. The City has the right, in its sole and absolute discretion, to select the proposal or proposals that the City determines best meets its needs.

### 1.14 MODIFICATION AND WITHDRAWAL OF PROPOSAL

- A. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals due date/time provided that they are then fully in conformance with the RFP.
- B. If, within twenty-four hours after proposals are opened, any company that provides written notice to the City and promptly thereafter demonstrates to the reasonable satisfaction of City that there was a material and substantial mistake in the preparation of its proposal, that company may withdraw its proposal. Thereafter, that company will be disqualified from further bidding on the Work.

**1.15 PROPOSALS TO REMAIN OPEN SUBJECT TO ACCEPTANCE**

All proposals shall remain open for ninety (90) days after the day of the proposal opening, but the City may, in its sole discretion release any proposal prior to that date.

**1.16 COST OF PROPOSALS**

Expenses incurred in the preparation of proposals in response to this RFP are the Proposing Firm’s sole responsibility. The City assumes no responsibility for payment of any expenses incurred by any Proposing Firm as part of the RFP process.

**2.0**

**2.1 PROPOSAL FORM FOR CONSTRUCTION MANAGER AT RISK (DESIGN BUILD)**

(Please use additional sheets as necessary.)

**COMPANY NAME:** \_\_\_\_\_

**COMPANY ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**CONTACT PERSON NAME:** \_\_\_\_\_

**CONTACT PERSON PHONE:** \_\_\_\_\_

**CONTACT PERSON EMAIL:** \_\_\_\_\_

1. I Acknowledge that the “Sample Agreement” attached to this RFP has been reviewed and is agreed to as shown. \_\_\_\_\_(YES/NO). Do you request amendments to the “Agreement” \_\_\_\_\_(YES/NO) Please list them if yes.
2. Acknowledgment that the submitting agent meets or exceeds insurance requirements as outlined in the RFP. \_\_\_\_\_(YES/NO)
3. The undersigned Proposer declares and stipulates that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made subject to all the terms and conditions of the Request for Proposal and associated documents, all of which have been examined by the undersigned. \_(YES/NO)
4. The submission of the proposal constitutes an agreement and shall not be withdrawn after the proposal opening for a period of ninety days.
5. Acknowledgment that the submitting agent carries (or will carry) a license in the State of Arkansas \_\_\_\_\_(YES/NO)
6. The Proposer hereby acknowledges receipt of addenda numbers \_\_\_\_\_ through \_\_\_\_\_
7. List of construction items that will be self-performed.

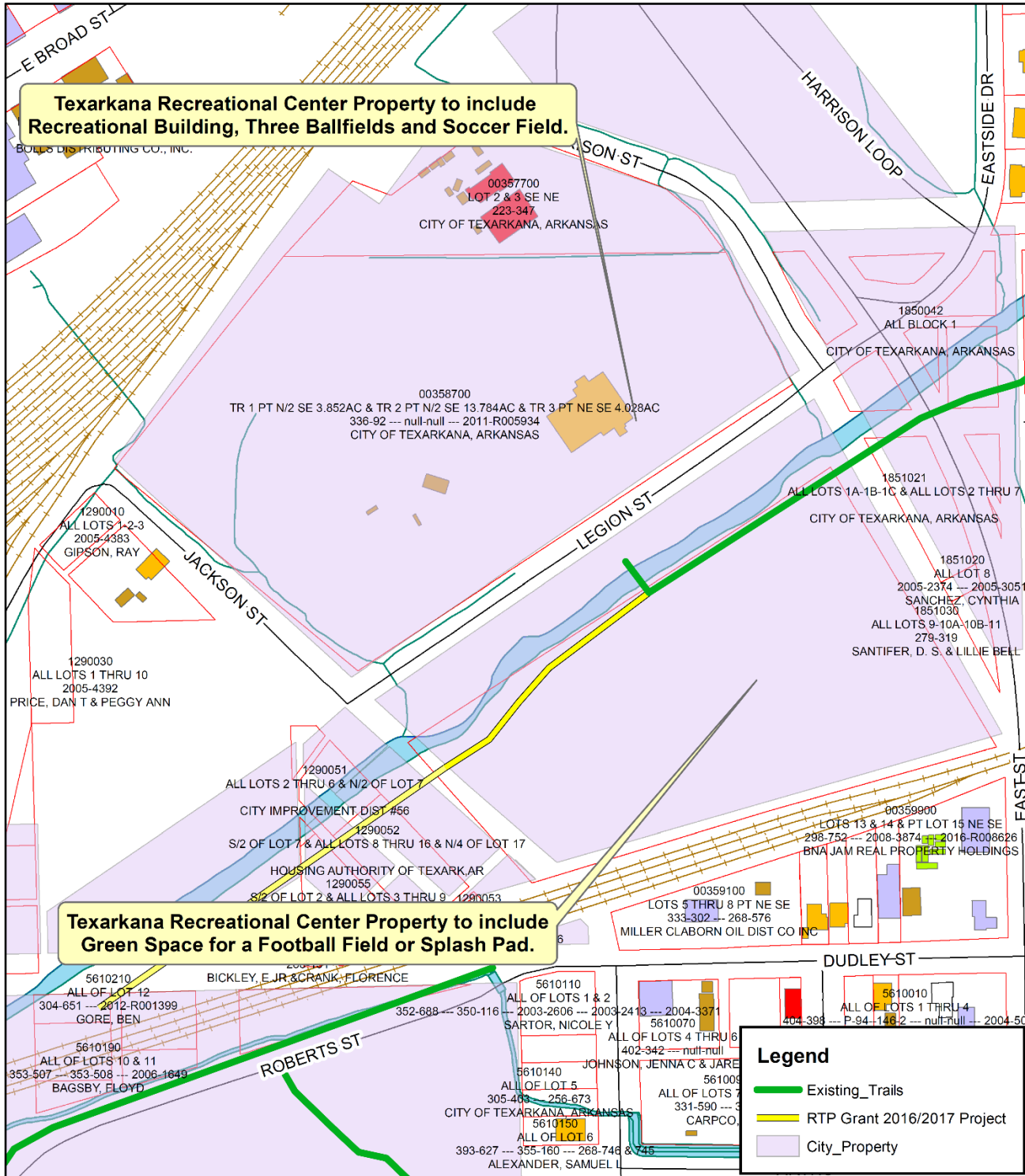
A		I	
B		J	
C		K	
D		L	
E		M	
F		N	
G		O	
H		P	

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\* End of Proposal Form \*\*\*

### 3.0 ATTACHMENTS

#### 3.1 EXHIBIT A: LOCATION MAP

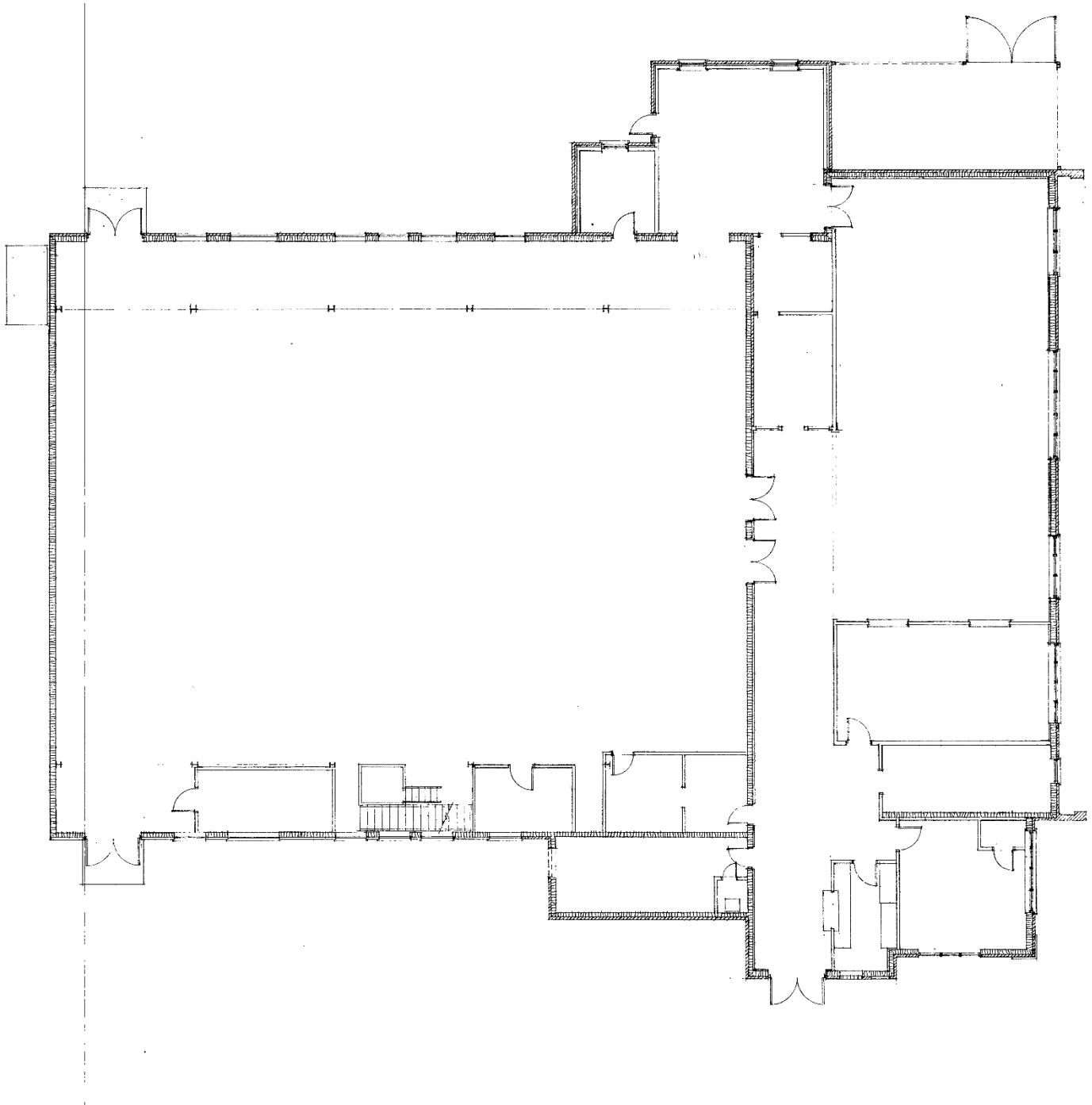


Texarkana Recreational Facility Property  
Location Map





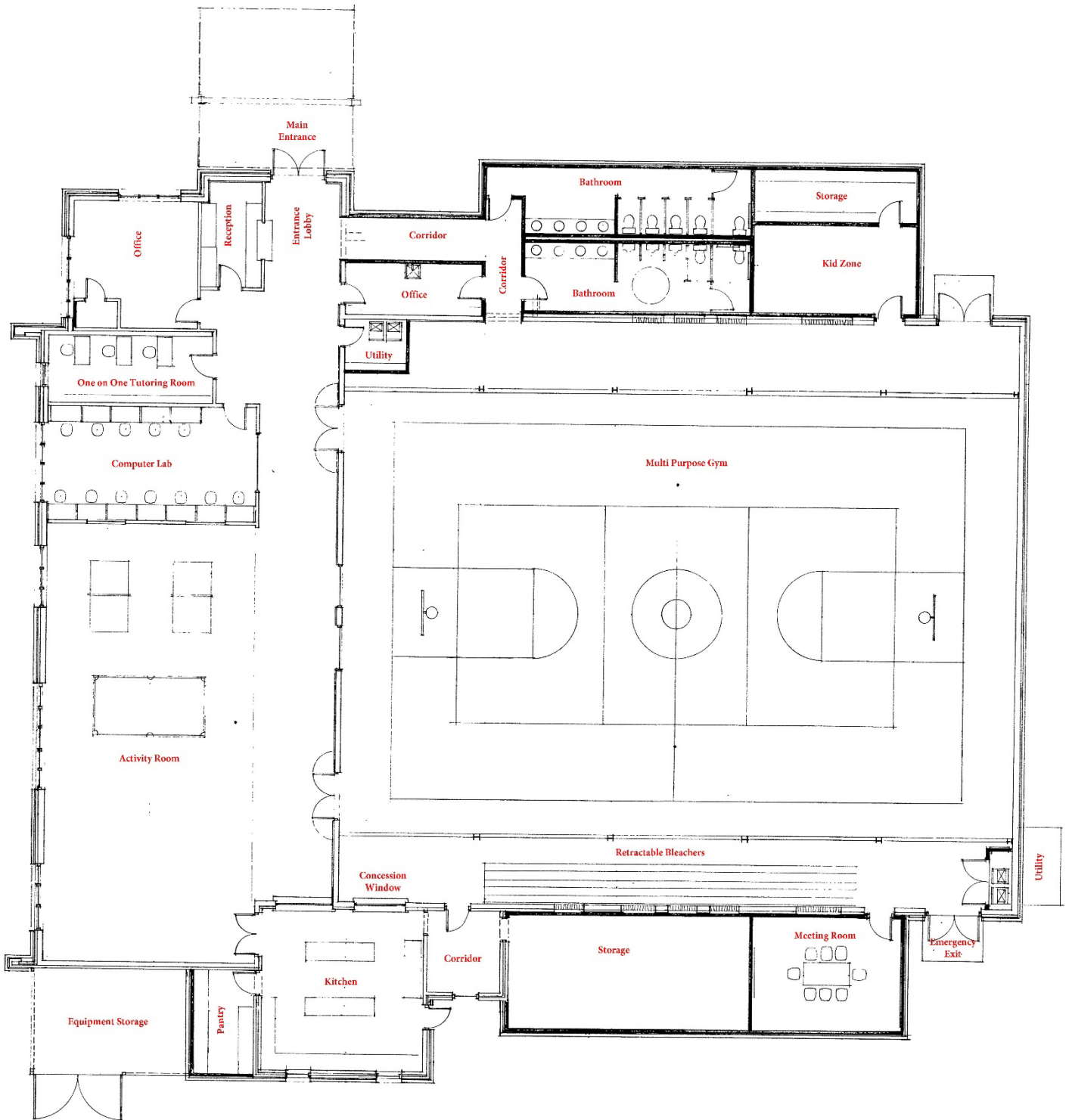
EXISTING FLOOR PLAN OF BUILDING



FLOOR PLAN (EXISTING FACILITY)

1/8"=1'-0"

REHABILITATION/ADDITION FLOORPLAN OF EXISTING BUILDING



FLOOR Plan (After Rehabilitation of Existing Building)



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt a Resolution authorizing the City Manager to enter into a lease agreement with Crossties of Texarkana, Inc. for use of the Caboose located on Wood Street. (ADMIN)

**AGENDA DATE:** 05/20/2020

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Admin

**PREPARED BY:** Heather Soyars

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**REQUEST:** Authorizing the City Manager to enter into a lease agreement with Crossties of Texarkana, Inc. for use of the Caboose located on Wood Street.

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** Authorizing the City Manager to enter into a lease agreement with Crossties of Texarkana, Inc. for use of the Caboose located on Wood Street.

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**EXPENSE REQUIRED:** \$0.00

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**AMOUNT BUDGETED:** \$0.00

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**APPROPRIATION  
REQUIRED:** \$0.00

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**RECOMMENDED  
ACTION:**

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**EXHIBITS:** Resolution

# RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, Crossties of Texarkana, Inc. (“Crossties”), desires to lease the caboose located within the edge of the right-of-way on Wood Street for use in connection with operation of an event venue upon property owned by Crossties adjacent to the caboose; and

**WHEREAS**, Ark. Code Ann. Sections 14-54-104 and 14-54-302 confer upon the City the power to lease public grounds; and

**WHEREAS**, Operation of the property in connection with an adjacent business will further encourage the development and vitalization of the downtown and serve the public benefit; and

**WHEREAS**, the City Manager and Staff recommend approval;

**NOW, THEREFORE, BE IT RESOLVED** that the City Manager is authorized to enter into a lease in the form attached hereto with Crossties covering the above described caboose, underlying property and any small strip of land that may exist between the same and property owned by Crossties.

**PASSED AND APPROVED** this 20<sup>th</sup> day of May, 2020.

---

Allen L. Brown, Mayor

**ATTEST:**

---

Heather Soyars, City Clerk

**APPROVED:**

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George Matteson, City Attorney

STATE OF ARKANSAS        )  
  )  
COUNTY OF MILLER        )

**LEASE AGREEMENT BETWEEN THE CITY OF TEXARKANA, ARKANSAS AND  
CROSSTIES OF TEXARKANA, INC.**

THIS LEASE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF TEXARKANA, hereinafter referred to as the “City”, and the CROSSTIES OF TEXARKANA, INC., hereinafter referred to as the “Tenant”.

**WITNESSETH:**

1. Commencing on the date hereof, the City does hereby lease to the Tenant for a period of five (5) years, the hereinafter described real property and improvements located thereon situated in Texarkana, Miller County, Arkansas, and more particularly described as follows: being the real property underlying and supporting the existing caboose in the right of way of Wood Street, south of the intersection of Wood Street and Broad Street, along with the strip of right of way lying between said property underlying and supporting such caboose and Lot 7 of Block 077 of the Original City of the City of Texarkana, Arkansas.

Nothing in this lease shall create any warranty of title, condition, use, or fitness for a particular purpose, BY THE CITY, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, nor convey or be deemed or purport to convey any interest or right not currently held by the City or prohibited under applicable law.

Tenant shall have the option to renew this lease for two additional periods of 3 years each by giving written notice to City no earlier than 180 days prior expiration of the then current term, nor later than 90 days prior to expiration of the then current term.

2. The Tenant, as rental during the term or any extension of this lease, shall pay to the City a rental fee of \$1,200.00 per year, payable on or before the annual anniversary of the effective date of this lease and of each anniversary of the same thereafter occurring during the term or any extension of this lease. Should this lease expire or terminate early, any partial year shall be prorated based on the number of days occupied.

3. The operation and use of the property shall be limited to a facility primarily devoted to the service and/or preparation and service of food and/or beverages by Tenant, provided, however, incidental use for purposes directly related to such permitted use shall also be permitted. City recognizes that any number of factors cause the number of days and hours of operation of the property by Tenant to be difficult to predict (including, without limitation, the start-up nature of the business, scheduling of hosted events, nature of events, and weather). Accordingly, without setting a strict hours or number of days of operation requirement, should Tenant fail to reasonably actively operate a business upon the property for the above stated permitted use in connection with tenant's activities upon any adjacent property owned or operated by Tenant (again, considering all reasons within and without the control of the Tenant), Tenant agrees engage in good faith negotiations concerning such operation and/or termination of this lease.

4. Noting in this lease shall, nor be deemed to relieve Tenant of and Tenant shall comply with any all applicable laws in operation of the property; including, without limitation, all safety and building codes and rules and regulations upon the service of food or beverages (including, without limitation, alcoholic beverages). Tenant shall indemnify, defend and hold City harmless from and against any claim, damage, liability or allegation arising from or in any way connected to Tenant's failure to comply with the requirements of this paragraph.

5. The Tenant shall provide, at its own expense, all utilities necessary to the site. City does not guaranty or represent the existence of any current utility service to the property.

6. The Tenant, during the term of this lease, shall procure, at Tenant's expense, property and casualty insurance covering any improvements on the property, as well as, should Tenant deem necessary, any of Tenant's personal property upon the property. In the event of any casualty or damage to any improvement upon the property Tenant shall cause the same to be promptly repaired in a good and workmanlike manner. In the event of any casualty or damage substantially destroying the property (representing destruction of 60% or more of the improvements on the Property), Tenant shall have the option of repairing said improvements and continuing under the terms of this lease, or, alternatively,

razing the improvements and surrendering the property in a clean and good condition (thus terminating this lease).

Tenant shall also maintain general liability insurance coverage as relate to Tenant's operations upon the premises, with minimum policy limits of at least \$500,000.00 in the aggregate.

In addition, the Tenant shall provide any workmen's compensation insurance which may be required as a result of its operation of the Tenant.

Tenant shall cause City to be named as an additional insured on all policies of insurance required hereto. Tenant shall protect, defend, indemnify and hold the City, its officers, agents and employees, harmless from any and all liability, cost, claims, demands, suits, actions or causes of action for nuisance or for injuries to persons or damage to or loss of property suffered or incurred on the demised premises or in any manner arising from, growing out of, or caused by the use of the property described herein by the Tenant, its employees, tenants, licenses, agents, or invitees.

Tenant acknowledges that City does not have any obligation to insure the property, the improvements thereon or any operations of Tenant in connection therewith. In the event that City does have any applicable insurance coverage in the event of a loss or claim, the Tenant waives any and all righter or claim to the same.

7. Tenant shall maintain the property and all improvements thereon in a good, clean and working condition. City shall have no maintenance obligation arising under this lease as relates to the property or any improvement thereon. Tenant accepts all improvements upon the property as of the date hereof in their AS IS, WHERE IS, WITH ALL FAULTS CONDITION.

8. No signs shall be constructed or erected upon the property unless the same comply with applicable law and code.

9. City reserves the right to terminate this lease upon forty-five (45) days' notice to Tenant for purposes of right-of-way improvement or widening or (if resulting or necessitating in the substantial destruction of the improvements upon the property due) to utility maintenance, repair or installation. Tenant may terminate this lease at any time by written notice to City, with such termination being effective as of the date of surrender;

provided, such termination shall no relieve Tenant of the obligation to surrender the property in the condition required by the terms hereof.

10. The Tenant shall not contract with a third party for operation of the property, assign this lease, or sublease any portion of the property or improvements without the prior written approval of the Board of Directors of the City, which may be withheld or conditioned for any reason or for no reason in the absolute discretion of the City's Board of Directors.

11. In the event either party herein violates any of their terms, covenants or conditions of this lease and such violation continues for fifteen (15) days after written notice to the violating party, then the other party may elect to terminate said lease agreement upon that party giving fifteen (15) days' notice of such election to the violating party; provided, however, for any violation that cannot, with all reasonable diligence be cured within such cure period, said cure period shall be extended for so long as the defaulting party is proceeding in good faith and with all reasonable diligence to cure said default.

12. The designed agent and address of each party for purposes of notification regarding any action under the terms of this lease shall be as follows:

**City of Texarkana, Arkansas**, Attention: City Manager, P.O. Box 2711,  
Texarkana, Texas 75504

**Crossties of Texarkana, Inc.**, \_\_\_\_\_

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13. Upon the expiration of their termination of this agreement, the Tenant's rights to use the premises herein leased shall cease and the Tenant shall forthwith surrender possession of same in the same or better condition as received to City. All indemnities herein shall survive the termination or expiration of this lease. Any personal property of Tenant remaining upon or within the property or improvements following termination or expiration shall be deemed abandoned.

14. This lease shall be interpreted and enforced in accordance with the laws of the State of Arkansas. In the event that any portion of this lease is contrary to applicable law, such portion shall be deemed to be of no effect and the remainder of this lease shall remain in effect.



**IN TESTIMONY WHEREOF**, the parties to this agreement have hereunto set their hands in duplicate, the day and year first hereinabove written.

**CROSSTIES OF TEXARKANA, INC.**

**CITY OF TEXARKANA,  
ARKANSAS**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**City Manager**

**ATTEST:**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
**City Clerk**



## CITY OF TEXARKANA, AR BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt an Ordinance expanding the powers of the City of Texarkana, Arkansas Public Facilities Board to secure and develop industry. (ADMIN)

*An emergency clause is requested. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board.*

**AGENDA DATE:** May 20, 2020

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Administration

**PREPARED BY:** Heather Soyars, City Clerk

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**REQUEST:** Expanding the powers of the City of Texarkana, Arkansas Public Facilities Board to secure and develop industry

**EMERGENCY CLAUSE:** Yes.

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**SUMMARY:** Expanding the powers of the City of Texarkana, Arkansas Public Facilities Board to secure and develop industry

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**EXPENSE REQUIRED:** 0

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**AMOUNT BUDGETED:** 0

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**APPROPRIATION  
REQUIRED:** 0

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

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**EXHIBITS:** Ordinance

# ORDINANCE NO. \_\_\_\_\_

## **AN ORDINANCE EXPANDING THE POWERS OF THE CITY OF TEXARKANA, ARKANSAS PUBLIC FACILITIES BOARD TO SECURE AND DEVELOP INDUSTRY: PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Texarkana, Arkansas (the “City”), pursuant to the Constitution and laws of the State of Arkansas, particularly Act. No. 142 of the Acts of the General Assembly of the State of Arkansas for the year 1975, as amended (the “Act”), and Ordinances Nos. H-505, H-552, K-9, and K-24 (referred to herein collectively as the “Ordinances”) has created the “City of Texarkana, Arkansas Public Facilities Board” (the “Board”) whose powers and authority include, among others, assisting in the financing of residential housing facilities, waterworks facilities, health care facilities, off-street parking facilities, recreational and tourist facilities, sewer facilities, energy facilities and educational facilities, within or near the City; and

**WHEREAS**, the Constitution and laws of the State of Arkansas authorize the City to obtain or appropriate money to finance economic development projects; and

**WHEREAS**, the City is currently desirous of acquiring land as part of facilities for securing and developing industry, but does not have funds immediately available for such purposes; and

**WHEREAS**, the Act provides that the City may empower the Board to assist in securing and developing industry within or near the City including, among other powers, the power to acquire, improve and lease facilities for securing and developing industry and to issue revenue bonds to provide financing for facilities for securing and developing industry; and

**WHEREAS**, the City has determined to amend the Ordinances to empower the Board to assist in securing and developing industry within or near the City; and to declare an emergency.

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

**Section 1.** The Ordinances, are hereby amended to read as follows:

“The board is also empowered, from time to time, to own, acquire, construct, reconstruct, extend, equip, improve, operate, maintain, sell, lease, contract concerning, lend for the purpose of constructing, acquiring or equipping, or otherwise deal in or dispose of facilities for securing or developing industry.”

**Section 2.** That the Ordinances, as previously amended and as amended hereby, are continued in full force and effect.

**Section 3.** It is hereby found and determined that there is an immediate and urgent need for an expansion of the powers held by the Board.

**PASSED AND APPROVED** this 20<sup>th</sup> day of May, 2020.

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Allen L. Brown, Mayor

**ATTEST:**

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Heather Soyars, City Clerk

**APPROVED:**

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George Matteson, City Attorney