



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Agenda - Monday, December 02, 2019 - 6:00 PM

Call to Order

Roll Call

Invocation and Pledge of Allegiance given by Director Terri Peavy

PRESENTATION(S)

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

CONSENT

2. Approval of the minutes of the regular meeting November 18, 2019. (CCD)
3. Adopt a Resolution authorizing the City Manager to enter into a construction contract with Contech Builders Inc., for Ermer Dansby Pondexter (EDP) Sports Complex concession stand and bathrooms. (PWD)

REGULAR

4. Adopts a Resolution authorizing the sale of 110 acres of timber located at the Texarkana Regional Airport. (Airport)

CITIZEN COMMUNICATION

NEXT MEETING DATE: Monday, December 16, 2019

ADJOURN

2019 City Calendar

35th Annual Christmas Parade - Monday, December 9, 2019

Gateway Farmer's Market Christmas Market - Saturday, December 14, 2019

Juneteenth Celebration - Saturday, June 27, 2020



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Presentation of the City of Texarkana, Arkansas Employee Service Awards. (CCD)
AGENDA DATE:	December 2, 2019
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Presentation
DEPARTMENT:	City Clerk
PREPARED BY:	Heather Soyars, City Clerk

REQUEST:	Presentation of employee service awards.
EMERGENCY CLAUSE:	N/A

SUMMARY:	Presentation of employee service awards.
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EXPENSE REQUIRED:	N/A
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AMOUNT BUDGETED:	N/A
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APPROPRIATION REQUIRED:	N/A
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RECOMMENDED ACTION:	N/A
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EXHIBITS:	Employee Service Awards List.
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City of Texarkana, Arkansas Employee Service Awards

<u>NAME</u>	<u>Department</u>	<u>Years of Service</u>
Royce Bollier	PWD	5
Heather Soyars	CCD	10
Kevin Jefferson	TWU	15
Elnora Payton	TWU	25



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Approval of the minutes of the regular meeting November 18, 2019. (CCD)
AGENDA DATE:	December 2, 2019
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Minutes
DEPARTMENT:	City Clerk
PREPARED BY:	Heather Soyars, City Clerk
REQUEST:	Approval of meeting minutes.
EMERGENCY CLAUSE:	No
SUMMARY:	Approval of meeting minutes.
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	The City Clerk recommends approval.
EXHIBITS:	Meeting minutes.



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Minutes - Monday, November 18, 2019 - 6:00 PM

Mayor Allen Brown called the meeting to order.

PRESENT: Mayor Allen Brown, Ward 2 Director Laney J. Harris, Ward 3 Director Steven Hollibush, Ward 4 Director Travis Odom, Ward 5 Director Barbara S. Miner, and Ward 6 Director Terri Peavy.

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

ABSENT: Ward 1 Assistant Mayor Linda Teeters

Invocation and Pledge of Allegiance given by Director Barbara S. Miner

CONSENT

Motion to approve the Consent Agenda made by Director Peavy, 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 November 4, 2019. (CCD)
2. Resolution No. 2019-44 reappointing Personnel Administrator Melissa Edwards and Assistant Public Works Director Tracie Lee to the Public Facilities Board. (CCD)

REGULAR

3. Resolution No. 2019-45 approving the FY 2020 Budget.

After a presentation and a brief discussion, the motion to approve the resolution was made by Director Peavy, Seconded by Director Miner.

Voting Yea: Mayor Brown, Director Hollibush, Director Odom, Director Miner and Director Peavy.

Voting Nay: Director Harris.

The Mayor declared the resolution adopted by a vote of 5-1.

CITIZEN COMMUNICATION

No one came forward.

NEXT MEETING DATE: Monday, December 2, 2019

ADJOURN

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

Voting Yea: Mayor Brown, Director Harris, Director Hollibush, Director Odom, Director Miner and Director Peavy.

The motion carried 6-0. The meeting adjourned at 6:22 PM.

APPROVAL of the minutes on this 2nd day of December, 2019.

Allen L. Brown, Mayor

Heather Soyars, City Clerk



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the City Manager to enter into a construction contract with Contech Builders Inc., for Ermer Dansby Pondexter (EDP) Sports Complex concession stand and bathrooms. (PWD)

AGENDA DATE: 12/02/2019

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Public Works Department

PREPARED BY: Tracie Lee, Assistant Public Works Director

REQUEST: Adopt a Resolution authorizing the City Manager to enter into a construction contract with Contech Builders Inc., for EDP Sports Complex concession stand and bathrooms

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

SUMMARY: A resolution authorizing the City Manager to enter into a construction contract with Contech Builders Inc. for the construction of a concession stand and bathroom facility at EDP Sports Complex in the amount of three hundred seventy-three thousand five hundred seventy-seven dollars and zero cents (\$373,577.00).

The City solicited sealed bids on July 14th and 21st, 2019. An addendum postponing the bid until November 19th was posted on July 24, 2019. Three bids were received as listed below.

Contech Contractors Inc. \$373,577.00

Mike Rogers Construction \$405,958.35

Coker Building Company \$481,821.00

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

EXPENSE REQUIRED: \$373,577.00

AMOUNT BUDGETED: \$375,427.00 (\$278,427.00 Parks E. Dansby Pondexter Sports Complex Line Item, \$50,000.00 Streets Capital Outlay Line Item, \$37,000.00 Building Maintenance Capital Outlay Line Item and \$10,000.00 from Parks Capital Outlay Line Item)

**APPROPRIATION
REQUIRED:** \$0.00

**RECOMMENDED
ACTION:**

City Manager and staff recommend board approval.

EXHIBITS:

Resolution and Bid Ad.

RESOLUTION NO. _____

WHEREAS, after advertisement a low bid in the amount of \$373,577.00 was submitted by Contech Contractors, Inc., for construction of a concession stand and restroom facility at the Ermer Dansby Pondexter Sports Complex; and

WHEREAS, funds for such construction are budgeted; and

WHEREAS, the City Manager and staff recommend Board approval;

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

PASSED AND APPROVED this 2nd day of December, 2019.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney

BUY IT/SELL IT

3 lever action rifles w/ ammo email: rusty1984@yahoo.com or text 903-949-9094.

Asst. new & used power shop tools. Email rusty1984@yahoo.com. Text 903-949-9094.

FOR SALE: 50 yards of used blue carpet with pad \$100. Call 903-838-4393.

RENTALS

1 bedroom, all utilities paid, weekly \$150/dep. \$150, no pets 903-826-2100.

4143 Commercial/Rent

Industrial/Storage/Office Warehouse-7ksf, 11ksf, 15ksf, 22ksf & more/BTS Flexible Terms/Good Locations/Center 903.223.9841

4142 Apartments Unfurnished

GRANADA Safe & Quiet - All Utilities Paid 870-772-8625

4142 Apartments Unfurnished

4144 Office Space for Rent

Office Space - Cervini Ofc. Bldg. 1301 TX Blvd. 903-794-6812 or 870-772-6455.

REAL ESTATE

PG - BEAUTIFUL 2/1.5, 2 CAR CARPORT, W/STORAGE BLDG., FIREPLACE, NO PETS, NO SMOKING CALL 903-908-1466.

4146 Duplexes Unfurnished

4149 Houses Unfurnished

4157 Commercial Property

FOR LEASE 400 SF - 20,000 SF of Retail/Office space. Located on Summerhill & Richmond Rd corridors. Schimming Company, Brkr 903-794-3606 schimmingcompany.com

4142 Apartments Unfurnished

4142 Apartments Unfurnished

4158 Farm/Land for Sale

Property for sale by owner. Property address is 138 E. Macedonia Rd. 1 acre, as is. There is also a 2 acre tract land-locked. 832-423-3795.

4159 Houses for Sale

Two story house and commercial building with apartment. All for \$56,500 903-556-7026 or 903-794-6961.

MANUFACTURED HOMES

2019 Southern Mobile Home Fully handicap accessible, 1b/1b, never lived in. Partially furn. All kitchen appliances included. \$30,000 OBO 210-564-4942.

4174 Manufactured Housing

LEGAL NOTICES

4190 Legal Notices

CITY OF TEXARKANA, ARKANSAS

ADVERTISEMENT FOR BIDS One Ton Crew Cab Diesel Truck

Sealed bids will be received at the Office of the Public Works Director, City Hall, 216 Walnut Street, City of Texarkana, Arkansas 71854 until 4:00 P.M. on Tuesday July 30, 2019, and then publicly opened and read for furnishing a one ton crew cab diesel truck. Specifications may be obtained at Arkansas City Hall, Public Works Department, 216 Walnut Street, Texarkana, Arkansas 71854 on or after 10:00 A.M. on Monday July 15, 2019. For more information, please call (870) 779-4971.

CITY OF TEXARKANA, ARKANSAS
By: Tyler Richards, Public Works Director

IN THE CIRCUIT COURT OF MILLER COUNTY, ARKANSAS PROBATE DIVISION
IN THE MATTER OF THE ESTATE OF
BYRCE JAMES PETERSON, DECEASED
NO. 46PR-19-147
NOTICE OF FILING AFFIDAVIT FOR COLLECTIONS OF SMALL ESTATE
Name & Last known address of decedent:
Byrce James Peterson
11150 Greenwood St., Apt. 2
Lenexa, Kansas 66215
Date of Death: February 23, 2019
On July 8, 2019 an Affidavit for Collection of Small Estate was filed with respect to the estate of Bryce James Peterson, deceased, with the clerk of the Probate Division of the Circuit Court of Miller County, Arkansas, under Ark. Code Ann. 28-41-101.

The legal description of the real property listed in the affidavit is as follows:
Lot Numbered Three (3) in Block Numbered Thirteen (13) of Pinson Park, a Sub-division in the South One-half (1/2) of the Northeast Quarter (NE1/4) of Section 8, Township 15 South, Range 28 West in the City of Texarkana, Miller County, Arkansas, according to the map or plat recorded in Volume 179, Page 40, of the Plat Records recorded in Miller County, Arkansas.
All persons having claims against the estate must exhibit them, properly verified, to the distributees or their attorney within three (3) months from the date of the first publication of this notice or they shall be forever barred and precluded from any benefit of the estate.

This notice first published 21st day of July, 2019.
By: Eric T Bishop
Attorney for the Estate
P.O. Box 609
Ashdown, AR 71822.

NOTICE TO BIDDERS OF THE INTENTION OF THE CITY OF TEXARKANA, ARKANSAS TO LET A CONTRACT FOR THE CONSTRUCTION OF CONCESSION STAND AT ERMER DANDY POINDEXTER SPORTS COMPLEX.
SEALED PROPOSALS addressed to Tyler Richards, P.E., Public Works Director, City of Texarkana, Arkansas, 216 Walnut Street, will be received until 2:00 P.M. August 1, 2019, for furnishing all labor, equipment, materials, supplies, and supervision necessary for

the construction of: **W04 PW-2019-002 EDP Sports Complex Concession Stand.** Site Utilities and Construction of Block Building Bids will be opened and read aloud at such time at City Hall, Texarkana, Arkansas. PLANS, SPECIFICATIONS AND BID DOCUMENTS may be examined without charge at Texarkana City Hall, 216 Walnut St., Texarkana, Arkansas, 71854. One copy of the plans, specifications and bid documents may be purchased from the City of Texarkana, AR for \$50.00. Proposals must be submitted on forms purchased from the City and endorsed as provided in the Contract Documents. **No refunds will be made.** A **CERTIFIED OR CASHIER'S CHECK**, or an acceptable bid bond in an amount not less than five percent (5) of the total bid shall accompany each bid as a warranty that, if awarded the contract, the bidder will promptly enter into contract with the City of Texarkana, Arkansas and furnish bonds on the terms provided. **THE SUCCESSFUL BIDDER OR BIDDERS** will be required to furnish a Performance and Payment Bond, each in the amount of the contract, written by a responsible surety company authorized to do business in the State of Arkansas, and satisfactory to the Owner.

NO BID may be withdrawn after the scheduled closing time for receipt of bids for at least 90 calendar days.

IN CASE of ambiguity or lack of clearness stating the price in the bids, the City of Texarkana, Arkansas reserves the right to consider the most advantageous construction thereof, or to reject the bid.

THE CITY OF TEXARKANA, ARKANSAS reserves the right to reject any or all bids, waive any or all informalities, and to award the contract to the bidder or bidders who, in the opinion of the Owner, offers the proposal to the best interest of same.

CONTRACTORS are cautioned that qualified bids will be subject to rejection. CONTRACTORS are specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

ADVERTISEMENT FOR BIDS
Texarkana Water Utilities
Project No. 62-000-13515-7151902
City of Texarkana, Arkansas, owner, and by Texarkana Water Utilities
Separate sealed bids from licensed contractors for construction of the West 32nd Street to Texas Blvd 12" Sewer Main Relocation will be received by the Texarkana Water Utilities at the office of the Director, P.O. Box 2008, 801 Woodson, Texarkana, Texas 75504 until 2:00 pm, August 6, 2019 and then at said office publicly opened and read aloud.

The scope of work consists of installing/relocating a 12" sewer main by open cut and bore, installing manholes, abandoning existing sewer main and other miscellaneous work.

Equal Opportunity in Employment - All qualified Applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin. Bidders on this work will be required to comply with the President's Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

Instructions to bidders, bid and contract forms, plans, specifications and other contract documents may be examined and obtained at a cost of \$ 50 per set obtained at the office of the Engineer, at the address stated above.

The Owner reserves the right to waive any informalities or to reject any and all bids. Bidders may not withdraw their bids within 30 days after the date of bid opening and must provide bid bonds as required. All bidding processes shall be in accordance with state law. Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Information for Bidders. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

DATE: J. D. Phillips, P.E., Executive Director

Anyone knowing the whereabouts of JULIE WARD MEADOR, please contact Archie P. Joseph, Attorney at Law, at (337) 333-5267 or P.O. Box 1283, Breaux Bridge, LA 70517.

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TEXARKANA GAZETTE



Farmer Mark Hosier, 58, uses a lift to get into a tractor July 10 on his farm in Alexandria, Ind. Hosier was injured in 2006, when a 2,000-pound bale of hay fell on him while he was working. Assistive technology, help from seasonal hires and family members, and a general improvement in the health of U.S. seniors in recent decades have helped farmers remain productive and stay on the job well into their 60s, 70s and beyond.

Technology, temporary help keeps farmers on job longer

By Andrew Soergel
The Associated Press

ALEXANDRIA, Ind.—At 79 years old, Art McManus says he's still able to hop on the tractor and maintain the 160 acres of cherry trees at his orchard in Traverse City, Michigan.

His children have gone on to start lives of their own, though he gets some help running his farmers market from his daughter-in-law. But he hires seasonal help to keep the cherry operation moving. "I've been at it all my life," he says. "I enjoy it."

For McManus and many farmers across the country, assistive technology, help from seasonal hires and family members, and a general improvement in the health of U.S. seniors in recent decades have helped them remain productive well into their 60s, 70s and beyond.

Farmers staying on the job longer can restrict land options of younger farmers, making it harder for beginners to crack into the industry, experts say. They worry that without the older farmers, there might not be enough younger people interested in agriculture to support America's food production needs.

"It's a problem," says Milt McGiffen, an agronomist, plant physiologist and researcher at the University of California, Riverside. "There isn't a magic bullet to fix it. And the other problem is you have less people going into ag and you need more food coming out the other end" with a growing U.S. population.

In the U.S. last year, the median age for domestic farmers, ranchers and other agricultural managers was 56.4 years old. That's the highest median age of any major occupation tracked by the government's Current Population Survey for which data was available. The age has ticked up by half a year since 2012, despite the median age of the entire labor force falling slightly over the same period.

Nearly 29 percent of farmers were at least 65 years of age last year, and less than 13 percent were under the age of 35. Experts say steep equipment costs, limited land availability

and competition from older farmers are among the reasons younger workers struggle to establish themselves.

"With the cost of land and equipment, I don't know how you can make it work (as a young farmer). It'll cost \$1 million to get into it," McManus says.

Agriculture's age imbalance and the barriers to entry for young farmers have not gone unnoticed by U.S. lawmakers. A House panel plans a hearing Thursday to start addressing the challenges faced by new farmers.

"It's important and it's my job to ensure Congress and this administration hear these stories loud and clear," said Democratic Rep. Abby Finkenauer of Iowa, who leads the House Small Business subcommittee that deals with rural development and agriculture.

With time and money invested in land and equipment, some older farmers are reluctant to cede their operations to younger workers. Technological advancements have made it easier for them to work longer, according to agriculture workers and experts.

"When it comes to machine work, climbing in and out of the (tractor) is about as much energy as it requires to do things. And in terms of steering, auto guidance has just been a freaking game changer," says John Phipps, 71, a commentator for "Farm Journal" and "Top Producer" magazines who maintains more than 2,000 acres of farmland with his son in eastern Illinois.

McManus says cellphones have also been "a big help to keep track of the help and what's going on," though a recent car accident and subsequent back surgery have forced him to more actively consider stepping away from the operation.

Many farmers who need help because of aging or disability, turn to Agrability, a partially government-funded program that helps them more easily maintain their farms. Bill Field, a professor of agricultural and biological engineering at Purdue University and the project director at Agrability's

national hub in Indiana, says more than 1,500 consultants were sent to individual farms last year to assess the need and determine what resources might be available.

For farmers with considerable mobility issues, Agrability may recommend equipment manufacturers of assistive technology. For others who are battling arthritis or the wear and tear of age, options include different watering or harvesting methods, rigging additional lighting to tractors for improved visibility. The program also may recommend using more automated equipment or installing handrails to help workers better navigate the farm.

"Our biggest single call we get tends to be related to mobility because of arthritis and aging," he says. "It's sometimes little things. When you're working in the afternoon, (we tell older farmers to) keep your windshield clean. We lose about a third of our light-capturing ability by the time we're 70."

Field, 70, owns more than two dozen head of cattle and nearly a dozen tractors and says he has no plans to walk away from farm life. He says he isn't surprised by the growing number of older workers reaching out to the program, and he's encouraged older farmers are opting to stick around.

Mark Hosier, a 58-year-old farmer and Alexandria, Indiana, native who farms corn, beans and cash crops while breeding and selling show pigs, called on Agrability after a 2,000-pound bale of hay fell from the forks of Hosier's tractor in 2006, leaving him paralyzed from the waist-down. He's been able to keep his operation running thanks to assistive lifts on his tractor, on the back of his truck and on his combine that he says have been instrumental in keeping him on the farm.

"It does make you feel like a productive citizen. You go out here, and you're earning money."

He likes the fact that he can do it himself and that he doesn't have to rely on others to do his work.

"Farmers don't retire," he says.

Christmas in July

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\$700 - 3 bed/2 bath Floor Plans
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Please apply in person at
1621 East 42nd Street
Texarkana, AR 71854

PARALEGAL/LEGAL ASSISTANT

NORTON & WOOD, L.L.P., a growing Texarkana law firm, is looking to add a position of Paralegal/Legal Assistant.

Requirements:

(1) High school graduate with paralegal certification and/or 3-5 years legal work experience; and

(2) Proficient in Word with working knowledge of WordPerfect, along with CM/ECF, Etile TX Courts, and Etile AOC.

Areas of Practice:
Real estate/foreclosures, deficiency suits, and general banking litigation and matters

Salary:
Negotiable based upon work experience and legal knowledge

Interested persons should send a resume to Renee (renee@nortonandwood.com) or contact Renee at (903) 823-1321 for more information.

Domtar

Ashdown Mill Clerk Position

Domtar Industries Inc. is seeking qualified clerical candidates to work at the Ashdown Operation.

Applicants must have 3 to 5 years of applicable clerical experience. Must be innovative, self-motivated, and have the ability to work effectively in a team environment. Must have excellent oral and written communication skills and the ability to work with all levels of employees and customers. Proficient in a variety of software packages including Word, Excel and Power Point.

Must successfully have passed the Career Readiness Certification at the silver or better level (call 870-216-4011 for test scheduling)

Applicants possessing these skills must apply on line at www.domtar.com/careers and in person at:

Department of Workforce Services
1702 Hampton Rd
Texarkana, TX
Monday - Friday 8:00 am - 4:30 pm
July 21, 2019 - August 2, 2019

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TEXARKANA GAZETTE

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Monsoon flooding death toll climbs to 164 in South Asia

THE ASSOCIATED PRESS

GAUHATI, India—The death toll in monsoon flooding in South Asia has climbed past 160 as millions of people and animals continue to face the brunt in three countries, officials said Saturday.

At least 90 people have died in Nepal and 62 in northeastern India's Assam state over the past week. A dozen have been killed in flooding in Bangladesh.

Shiv Kumar, a government official in Assam, said 10 rare one-horned rhinos have died in Kaziranga National Park since the Brahmaputra River burst its banks, flooding the reserve.

Some 4.8 million people spread over 3,700 villages across the state are still affected by the floods, though the frequency of rains has decreased in the past 24 hours, the Assam Disaster Response Authority

said. The authority said the bodies of 12 residents from different areas were recovered on Saturday.

More than 2.5 million people have been impacted by flooding in northeastern India's Bihar state.

A young woman gave birth to her first child on a boat in floodwaters early Friday while on her way to a hospital in Assam's flooded Galmari village. The newborn girl and her 20-year-old mother, Imrana Khatoon, were brought back to their home without getting to the hospital.

Community health officer Parag Jyoti Das said there were no post-delivery health complications. However, the mother and the baby were moved by boat to a hospital in the nearby town of Jhargana because of unhygienic conditions due to floodwaters, Das said. The

health center in Khatoon's village was flooded and closed.

"I would have felt happier if the baby's father was here," Khatoon, whose husband works in a hotel in the southern state of Kerala, told The Associated Press.

More than 147,000 people have taken shelter in 755 government-run camps across Assam, officials said.

Authorities warned they would take action against suppliers who were reported to be distributing poor quality rice and other essentials to marooned people and inmates of temporary shelters at some places.

"We have ordered the arrest of those unscrupulous elements supplying substandard materials and playing with the lives of the affected people," said Himanta Biswa Sarma, Assam's finance minister.



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Adopts a Resolution authorizing the sale of 110 acres of timber located at the Texarkana Regional Airport. (Airport)
AGENDA DATE:	12/2/19
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
DEPARTMENT:	Texarkana Airport
PREPARED BY:	Dave Snavely, Interim Director

REQUEST:	Authorization to harvest and sell selected timber on Airport property
EMERGENCY CLAUSE:	N/A

SUMMARY:	Last performed in 2015, the Texarkana Airport Authority is requesting permission to harvest and sell timber by thinning on two (2) tracts and by clear-cut on one (1) tract per attached map and contract. The clear-cut location prepares this site for the parking lot and circle driveway for the new Terminal building. The thinning operations helps limit habitat for animals that pose danger to runway operations. Permission from the Army Corps of Engineers has been received for any controlled areas.
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EXPENSE REQUIRED:	None
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AMOUNT BUDGETED:	None
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APPROPRIATION REQUIRED:	None, however, the Authority requests it be allowed to keep the proceeds to deposit in its general fund and apply primarily towards unbudgeted capital expenses occurring in the 2019/2020 fiscal year.
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RECOMMENDED ACTION:	Authorize the City Manager and Texarkana Airport Authority to sign the attached contract with the selected vendor to accomplish this request and keep the proceeds in the Airport General Fund. An appropriate RFP and Bid event were conducted to select the recommended vendor.
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EXHIBITS:	Lance Lumber Timber Harvest and Sales Contract including: <ul style="list-style-type: none">• Arial Photograph and depiction of areas to be harvested by thinning and clear cutting Texarkana Airport Authority Resolution for Timber Harvest and Sales Letter to the City Manager supporting this request
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RESOLUTION NO. _____

WHEREAS, the Texarkana Airport Authority owns 110 acres of timber located at the Texarkana Airport; and

WHEREAS, in accordance with Section 6-31 (1) of the *City of Texarkana, Arkansas, Code of Ordinances*, Texarkana Airport Authority Interim Director, Dave Snavelly, has requested the Board of Directors to authorize the sale of the 110 acres of timber; and

WHEREAS, the Texarkana Airport Authority represents that, after compliance with all requisite bidding requirements, a high bid for the logging and purchase of said timber was submitted by Lance Land and Timber; and

WHEREAS, the revenue generated will be used for unbudgeted capital expenses of the Texarkana Airport Authority, subject, however, to all future necessary approvals of the City's governing bodies; and

WHEREAS, the Texarkana Airport Authority, 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 and directed to execute the necessary documents in form and substance acceptable to the City Manager, to sell the aforementioned timber as above described and the proceeds to be used as stated.

PASSED AND APPROVED this 2nd day of December, 2019.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney



14 October 2019

Memorandum For: Dr. Kenny Haskin, City Manager
City of Texarkana, Arkansas

Subject: Airport Timber Harvest & Replanting

Dear Dr. Haskins:

On behalf of the Airport Authority, I request the Texarkana Arkansas Board of Directors approve the sale of approximately 110 acres of timber located on Texarkana Regional Airport. City Ordinances state, *"No property entrusted to the (Airport) Authority shall be sold, transferred or in any manner encumbered without the written consent of the governing bodies of said cities."*

At its 2 October 2019 meeting, the Authority recommended thinning and clear cutting certain sections of pine timber and hardwood (Attachment 1). This action is in accordance with the Airport Timber Management Plan developed by D & S Forestry Service. The bulk of the areas affected will incur a first thinning while 10 acres will be clear cut without re-planting at the location of the parking area and surrounding for the New Terminal.

The Authority has received a high bid (\$/ton) from Lance Land and Timber as noted in the Memorandum section of the contract (Attachment 2). Actual proceeds will be determined at the scale. The estimated profit of approximately \$40,086 will be used to leverage grant funds. A graphic of the cutting areas is attached (Attachment 3).

Please place this request on the consent agenda for the earliest possible meeting of the City Board of Directors. We are available to answer any questions you or your staff may have.

Respectfully,

Dave Snavelly
Interim Airport Director

3 Atch.

1. Texarkana Airport Authority Resolution
2. Graphic
3. D&S Forestry Contract

STATE OF ARKANSAS
COUNTY OF MILLER

Timber Sale Contract

This agreement entered into this _____ day of October, 2019, between TEXARKANA AIRPORT AUTHORITY, herein called Seller, whose address is 201 Airport Drive, Texarkana, Arkansas 71854, do hereby sell and convey unto LANCE LAND & TIMBER, whose address is P.O. Box 58, Queen City, Texas 75572, hereinafter called Buyer and said Buyer agrees to purchase the following timber, to-wit:

ALL PINE AND HARDWOOD TIMBER, AS LOCATED IN SECTION 15, TOWNSHIP 15 SOUTH, RANGE 28 WEST IN MILLER COUNTY, ARKANSAS CONTAINING APPROXIMATELY 110 ACRES, MORE OR LESS. THIS IS A FIRST THINNING ON AN ESTIMATED 70 ACRES OF PLANTATION PINE, 10 ACRES CLEAR-CUT AND 30 ACRES PINE SAWTIMBER. PLEASE REFER TO THE ATTACHED AERIAL PHOTO. THE HARVEST AREA IS OUTLINED IN RED ON THE AERIAL PHOTO AND IS AN INTEGRAL PART OF THIS CONTRACT.

PLANTATION PINE AREA:

This is a timber harvest thinning removing first the smaller suppressed, crooked, forked, and damaged trees in conjunction with spacing for improving the growth and health of the existing stand of timber. The plantation thinning shall be a 4th row thinning and thinning remaining rows to a basal area of 75 sq. ft. per acre (+/- 5 sq. ft.). If rows are not present, corridors shall be 40 feet apart and thinning the remaining timber to the same basal area as described above. A minimum of 200 to 250 stems per acre of dominant and co-dominant pine trees shall be left on the pine plantation area. The buyer shall be responsible for merchandising the timber products, of pine and hardwood timber, to obtain the highest dollar yield for the various timber products.

CLEAR-CUT TIMBERED AREA:

All merchantable pine and hardwood timber, located within the clear-cut area, is to be cut and removed from the harvest site. Please refer to the colored harvest map for the designated harvesting areas.

Condition of Sale:

1. **Duration:** Buyer shall have six months (6) from the effective date hereof within to cut and remove the timber herein conveyed. This contract expires at 6:00 P.M., April 20, 2020. The Seller, upon a bona fide written request from the Buyer, may grant an extension of 30 days for the completion of the logging operation. All timber remaining on the property at the expiration of said period shall be and remain the property of the Seller, its successors and assigns.
2. **Price:** For and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, and other good and valuable considerations, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, Buyer hereby sells, conveys, and warrants unto Seller all timber as reference above. Refer to Memorandum of Timber Purchase Contract.
3. **Severance Tax:** The buyer shall pay any severance taxes applicable to the timber bought under the terms of this contract.
4. **Warranty:** Seller warrants that Seller is the sole owner of said timber, that Seller has the absolute and unconditional right to sell said timber and that there is no lien, mortgage or other encumbrance outstanding against said timber. Seller hereby agree to defend and indemnify said Buyer against any cost, expense, claim or demand incurred by or asserted against Buyer by any person, firm, or corporation claiming an interest in said timber in conflict with Seller's warranty hereunder.

5. **Indemnification:** Buyer agrees to indemnify and hold Seller free and harmless from any and all claims of Buyer's employees or other parties as a result of or growing out of Buyer's operations hereunder, and from any liabilities whatsoever including fire, personal damage, property damage, etc. that shall be Buyer's responsibility.
6. **Taxes and Insurance:** The buyer agrees to carry all necessary and required Workmen's Compensation, Liability, and other insurance; to pay Social Security, withholding and all taxes on workmen required by law and to hold Seller harmless for these and all other acts performed by him under this contract.
7. **Damages:** The buyer shall conduct logging operations in accordance with good forestry practices that will result in the least possible damage to trees and saplings not being cut; shall repair, at Buyer's own expense, any damage to fences, gates, roads, or other improvements located on the property caused by the operations of the Buyer, and debris caused by the logging operation felled into streams, roads, fire lane, or property perimeter fence shall be pulled back into the woods at time of logging.

The buyer is free to log anytime weather permits when rutting is kept to a minimum. To avoid unnecessary damage and rutting to the property, due to wet weather or unsuitable soil types, all logging operations will cease on that portion of the harvest area, until the land is dry enough to support the logging equipment and trucks.

All entrance and service roads are to be maintained in a good state of condition.

8. **Unauthorized Cutting:** Buyer and seller agree that in the event any merchantable timber not specified to be cut and removed herein is in fact cut and removed, except where necessary and incidental to the removal of the purchase timber, Buyer shall pay to Seller as liquidation damages a sum equal to three times the current market price for the type and class of merchantable timber wrongfully cut and removed.
9. **Easement:** Seller grants to Buyer such easement over and above said lands as may be convenient or necessary to cut and remove the timber hereunder. Grantee, its successors and assigns, shall have the right to construct and use new roads, to widen, repair and use existing roads, and to construct and use loading areas, upon and across said land as may be reasonably necessary for the cutting and removal of said timber from said lands. Location of said roads, landings, and loading areas **shall** be mutually agreed upon by the Buyer and Seller's Forester. Buyer agrees to leave sale area free of litter associated with harvesting operations including discarded equipment parts; fuel and lubricant canisters; cans, bottles and other trash.
10. **Access:** Grantor also transfers and assigns to Grantee all necessary rights of ingress and egress over and across the above described property and any other property owned by grantor and contiguous thereof for the purpose of cutting and removing the trees and timber herein sold and conveyed. In the event the Grantee is unable to obtain the necessary right-of-way or easements, Grantor agrees to acquire the necessary right-of-way at its expense from adjacent landowners which will enable the grantee to remove the timber and timber products to a public road from the hereinabove described lands. If grantor is unable to acquire necessary right-of way, due to cost or other agreement conflicts, grantee shall be reimbursed in full or the prorated portion of the purchase price which relates to the affected acreage.
11. **Endangered Species:** Grantor represents that there are no threatened or endangered species of fish, wildlife, plants or habitat therefore on any of the land subject to this agreement to the best of Grantor's knowledge. If any restrictions by law or governmental regulation or if any action threatened action from state, federal or local government agency prevents Grantee from cutting or removing the timber purchased hereunder, grantor hereby agrees to reimburse Grantee for the volume that is standing on the tract as a result of such regulation, action or threatened action. Said volume to be determined by joint cruise conducted by Grantors and Grantee.
12. **Slash and Debris Disposal:**

Location of landing and decking areas must be agreed upon by the seller's forester and buyer before any logging operations begin. Timber slash and debris accumulated from within the thinning areas shall be scattered uniformly across the harvest site. Debris from within the clear-cut area shall be piled and/or windrowed near the landing site. Buyer shall not fell any trees into the planted pine plantation area located adjacent to the harvest area. Any damage incurred to the planted pines from the logging operation shall be fixed at the buyer expense. Large hardwood tops not delimited at landing site may be piled in small to large piles within the harvest area. Refer to paragraph 8 for exception. Buyer agrees to push logging debris to the sides of loading areas in order to facilitate the replanting of these areas when the logging operation is completed.

- 13. **Notification:** Buyer agrees to notify Seller's Forester, D & S Forestry Service, three days prior to the beginning or subsequent renewal of any and all logging operations.
- 14. **Termination:** Seller may suspend operation, including removal of cut timber, if conditions of the contract are violated. The violation of any conditions of said contract shall be sufficient grounds for termination.
- 15. **Consent of Sale:** The city of Texarkana, Arkansas and the City of Texarkana, Texas, consent to the sale and removal of timber as set forth herein, and direct that all proceeds due hereunder be made directly to the Texarkana Airport Authority.

WITNESS THE SIGNATURE of the parties hereto this _____ day of October, 2019

TEXARKANA AIRPORT AUTHORITY

Witness:

For:

MATTHEW ROBERTSON, CHAIRMAN
Texarkana Regional Airport

Witness:

For:

SHIRLEY JASTER, CITY MANAGER
City of Texarkana, Texas

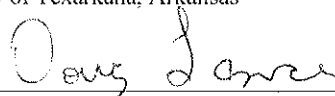
Witness:

For:

KENNY HASKIN, CITY MANAGER
City of Texarkana, Arkansas

Witness:

For:



LANCE LAND & TIMBER, BUYER
DOUG LANCE, OWNER

MEMORANDUM OF TIMBER PURCHASE CONTRACT

Notice is hereby given that Lance Land & Timber has purchased from Texarkana Airport Authority, by Timber Sale Contract dated, October, 2019 the following described timber:

ALL PINE AND HARDWOOD TIMBER, AS LOCATED IN SECTION 15, TOWNSHIP 15 SOUTH, RANGE 28 WEST IN MILLER COUNTY, ARKANSAS CONTAINING APPROXIMATELY 110 ACRES, MORE OR LESS. THIS IS A FIRST THINNING ON AN ESTIMATED 70 ACRES OF PLANTATION PINE, 10 ACRES CLEAR-CUT AND 30 ACRES PINE SAWTIMBER. PLEASE REFER TO THE ATTACHED AERIAL PHOTO. THE HARVEST AREA IS OUTLINED IN RED ON THE AERIAL PHOTO AND IS AN INTEGRAL PART OF THIS CONTRACT.

As per the acceptance of the Timber Sale Contract, Lance Land and Timber agrees to pay to Seller as follows:

Pine Sawtimber "B3 Class"	\$22.50 Per Ton
Pine Sawtimber "B2 Class"	\$20.00 Per Ton
Pine Pulpwood	\$ 6.00 Per Ton
Hardwood Pulpwood	\$18.00 Per Ton
Mixed Hardwood Sawtimber	\$30.00 Per Ton

Payments shall be made on a weekly basis to TEXARKANA AIRPORT AUTHORITY, (Seller) at the rates listed above. Weekly load records shall be furnished to (seller's) forester (D & S Forestry Service). This memorandum agreed upon by and between LANCE LAND & TIMBER (Buyer) and TEXARKANA AIRPORT AUTHORITY, (Seller/Owner).

In WITNESS WHEREOF, SELLER and BUYER have caused this Contract to be duly executed on the date first hereinabove written.

WITNESSES:

SELLER _____
By: MATTHEW ROBERTSON, CHAIRMAN
TEXARKANA AIRPORT AUTHORITY

WITNESSES:

BUYER: Doug Lance
By: DOUG LANCE, OWNER
LANCE LAND & TIMBER

STATE OF ARKANSAS)
COUNTY OF MILLER)

ACKNOWLEDGEMENT

On this the ____ day of _____, 2019, personally appeared before me the undersigned Notary Public, the within named MATTHEW ROBERTSON, CHAIRMAN TEXARKANA AIRPORT AUTHORITY, well known to me to be the person and officer of the Joint Board of the Texarkana Airport Authority, whose name is subscribed to the within instrument and acknowledged to me that they had executed same for the purpose and considerations therein mentioned and set forth and in the capacity therein stated.

WITNESS my hand and official seal this _____ day of _____, 2019.

(SEAL)

Notary Public, _____ County Miller
Printed Name:
My Commission Expires:



THINNING AREA
CLEAR-CUT AREA

**TEXARKANA AIRPORT AUTHORITY RESOLUTION 2 OCTOBER 2019
BE IT RESOLVED by the TEXARKANA AIRPORT AUTHORITY TO SELL
AIRPORT TIMBER AND TO SEEK CONCURRENCE OF THE CITIES OF
TEXARKANA, ARKANSAS AND TEXARKANA, TEXAS**

WHEREAS, the Airport Authority is entrusted with the management of timber on the airport and owned by the Cities of Texarkana Arkansas and Texas, and having considered clear cutting and thinning approximately 110 acres of timber targeted by a timber management plan developed by D&S Forestry Service, a copy of which is attached hereto and marked ATTACHMENT 3; and

WHEREAS, the Airport Authority has received a high scale bid from Lance Land and Timber of Queen City, Texas for harvesting the timber at the following rates, a copy of which is attached hereto and marked Exhibit B; and,

Pine Pulpwood For \$6.00 Per Ton
Hardwood Pulpwood For \$18.00 Per Ton
Pine Sawtimber For \$21.00 Per Ton
Mixed Hardwood Sawtimber For \$30.00 Per Ton

WHEREAS, the Texarkana Airport Authority has determined that the proposed clear cutting and thinning of certain sections is required to provide for the building the New Terminal as well as safety of aircraft operations by reducing habitat and to provide for line-of-sight of runways 04 and 31 from the Public Safety Center; and,

WHEREAS, Section 3-13 (C) of the municipal codes of the City of Texarkana, Texas and Section 6-31 (3) of the City of Texarkana, Arkansas requires written consent of the City Council of Texarkana, Texas and the Board of Directors of Texarkana, Arkansas before the Authority can sell property entrusted to it; and,

WHEREAS, the timber cutting thinning as identified Sid Phillips Forestry and has determined that it is in the best interest of the Airport to consent to such a proposal;

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

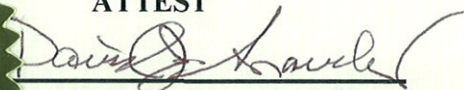
SECTION 1. The Timber Sale Contract offering be accepted to accomplish the harvest for the reasons stated herein and to seek the concurrence of the governing bodies of the Cities of Texarkana, Texas and Texarkana, Arkansas.

SECTION 2. Mr. Stephen Luebbert, Airport Director is authorized to sign the timber contract on behalf of the Airport Authority and Mrs. Shannon Elliott is authorized to witness said signing.

Adopted this 2nd day of October, 2019

SIGNED

ATTEST



David J. Snavelly, Interim Director



Matthew Robertson, Chairman

