



Rescheduled Regular Meeting of the Board of Directors

City of Texarkana, Arkansas
216 Walnut Street

Agenda - Tuesday, February 20, 2024 - 6:00 PM

Call to Order

Roll Call

Invocation given by Director Harris

Pledge of Allegiance led by Finance Director TyRhonda Henderson

CITIZEN COMMUNICATION

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

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

PRESENTATION

1. Presentation of the quarterly numbers for the Texarkana Regional Airport Budget. (AIRPORT) Executive Director of Aviation Paul Mehrlich

CONSENT

2. Approval of the minutes of the regular meeting February 5, 2024. (CCD) City Clerk Heather Soyars
3. Adopt a Resolution authorizing the City Manager to enter into a Purchase Agreement with Texarkana New Holland for a Bush Hog Tractor/Loader. (PWD) Public Works Director Tyler Richards
4. Adopt a Resolution authorizing the City Manager to enter into a contract with Belt Construction for the Nix Creek Sewer Improvements. (TWU) Executive Director Gary Smith
5. Adopt a Resolution authorizing the City Manager to enter into a contract with Steitler Properties for the production of a concert at Front Street Festival Plaza. (PARKS) Parks & Rec Director Adam Dalby

REGULAR

6. Adopt an Ordinance approving the franchise agreement between the City of Texarkana, Arkansas, and Ritter Communications Holdings, LLC. (FIN) Finance Director TyRhonda Henderson

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

BOARD OF DIRECTORS' COMMENTARY

CITY MANAGER REPORT

NEXT MEETING DATE: Monday, March 4, 2024

ADJOURN

2024 City Calendar

Texarkana Rec Center Calendar

Ageless Grace - Mondays – 2PM – 3PM

Gym Open - Mondays, Wednesdays & Fridays – 8AM - 7PM & Saturdays - 8AM – Noon

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



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Presentation of the quarterly numbers for the Texarkana Regional Airport Budget. (AIRPORT) Executive Director of Aviation Paul Mehrlich

AGENDA DATE: February 20, 2024

ITEM TYPE: Ordinance Resolution Other : Presentation

DEPARTMENT: Airport

PREPARED BY: Paul Mehrlich, Executive Director of Aviation

REQUEST: Presentation

EMERGENCY CLAUSE: N/A

SUMMARY: Presentation

EXPENSE REQUIRED: \$0.00

AMOUNT BUDGETED: \$0.00

APPROPRIATION REQUIRED: \$0.00

RECOMMENDED ACTION:

EXHIBITS: PowerPoint

Budget Update

February 2024



TEXARKANA
— REGIONAL AIRPORT —

Authority Chair
Mike Mayo

Year 2023 Totals

- Operations – **23,070**
- Enplanements – **43,224**
- Parking Rev - **\$387,263**
- Rental Car Rev - **\$253,947**
- Load Factor – **61%**
- Landing Fee Rev - **\$92,093**
20%

	<i>2019</i>	<i>2022</i>
		-30% -25%
	11%	19%
	24%	16%
		27% -4%
	-12%	7%
		100%

4th QTR Budget Totals

2023

- Revenues – **\$3,433,065** 285%
- Revenue less Capital - **\$2,376,973** 197%
- Expenditure - **\$2,007,991** 107%
- Revenue - Expenditure - **\$368,982**
- TX - Reimbursement - **\$203,641**
- AR - Reimbursement - **\$165,341**

Questions?





CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE:	Approval of the minutes of the regular meeting February 5, 2024. (CCD) City Clerk Heather Soyars
AGENDA DATE:	February 20, 2024
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Minutes
DEPARTMENT:	City Clerk Department
PREPARED BY:	Heather Soyars, City Clerk
REQUEST:	Approval of meeting minutes.
EMERGENCY CLAUSE:	N/A
SUMMARY:	Approval of meeting minutes
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	The City Clerk recommends Board approval.
EXHIBITS:	Meeting minutes.



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Minutes - Monday, February 05, 2024 - 6:00 PM

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

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

ALSO, PRESENT: City Manager Robert Thompson, City Attorney Joshua Potter, City Clerk Heather Soyars, and Deputy City Clerk Jenny Narens.

Invocation given by Director Terry Roberts.

Pledge of Allegiance led by District Court Karen Reed.

CITIZEN COMMUNICATION

Austin Coleman, 101 Reserve Street, Hot Springs, said he was a field representative for Congressman Westerman. He said they were reviewing the RAISE Grant application that was submitted, and they were going to write a letter of support for application.

Danny Gray, 10 Cambridge Drive, wanted to voice his concerns for the neighborhood regarding the rezoning request for a house on Downing Drive.

Ruth Bell, 2700 Forest Avenue, also wanted to let the Board of Directors know rezoning this house on Downing Drive would be detrimental to the senior citizens in this neighborhood.

Leedell Robertson, 2100 East 11th Street, wanted the Board of Directors to know how bad it was in his neighborhood from Tri-State Iron and Metal. He said it was not only the noise but also the smell and smoke coming from the company.

PRESENTATION(S)

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

Dillon J. Foreback	TAFD	5 Years
Perry Hawkins	TAPD-Specialized & Transport	5 Years
Otis Wimley, Jr.	TWU	10 Years

CONSENT

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

2. Approval of the minutes of the rescheduled regular meeting January 29, 2024. (CCD) City Clerk Heather Soyars
3. Resolution No. 2024-8 authorized the City Manager to enter into a purchase agreement with Artex Truck Center for a Dump Truck. (PWD) Public Works Director Tyler Richards
4. Resolution No. 2024-9 authorized the purchase of a Fire Department Command Vehicle from Red River Dodge located in Heber Springs, Arkansas. (TAFD) Fire Chief David Fletcher
5. Resolution No. 2024-10 approved the reimbursement of \$970,559.82 to the Texarkana Regional Airport from American Rescue Act Funds. (FIN) Finance Director TyRhonda Henderson
6. Resolution No. 2024-11 authorized the City Manager to enter into a contract with RBIS, LLC, for the Jefferson Avenue Sewer Extension Project. (TWU) Executive Director Gary Smith

REGULAR

7. Resolution No. 2024-12 authorized the City Manager to donate .32 acres located along E. 19th Street to the Chamber of Commerce. (Ward 3) (Admin) City Manager Robert Thompson

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

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

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

8. Ordinance No. 2-2024 authorized the purchase of one (1) 2024 Ford Explorer Police Interceptor from McClarty Ford. (TAPD) Assistant Police Chief Bobby Jordan

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

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

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

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

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

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

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

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

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

Motion to adopt the ordinance made by Assistant Mayor Hart, Seconded by Director Roberts.

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

No one came forward.

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

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

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

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

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

No one came forward.

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

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

9. Hear appeal of denial by Planning Commission to approve a rezoning request by Carlotta Powell to operate a boarding house at 14 Downing Drive. (Ward 5) (PWD-Planning) City Planner Jamie Finley

After a discussion, the appeal of denial requested by Carlotta Powell, was denied due to lack of a motion and second.

BOARD OF DIRECTORS' COMMENTARY

Director Harris asked why Ingraham Pool was being turned into another baseball field, instead of fixing up the pool. He then played a brief video of children swimming in the pond at Bramble Park last year. Director Harris also mentioned February was Black History Month.

Director Jewell asked if the asphalt company was back in business and if the potholes were getting filled.

Public Works Director Tyler Richards said the asphalt company was back open and the Street Department had started filling potholes.

Director Brewer said thank you to the Public Works Department for their work on potholes in his ward, and for the street work on County Avenue.

Director Hollibush said Friday night was the downtown live event, and the Mardi Gras parade would be this Saturday night.

NEXT MEETING DATE: Tuesday, February 20, 2024

ADJOURN

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

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

The motion carried 7-0 and the meeting adjourned at 7:00 PM.

APPROVED this the 20th day of February 2024.

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 Purchase Agreement with Texarkana New Holland for one (1) Tractor/Loader with a Bush Hog Cutter. (PWD) Public Works Director Tyler Richards

AGENDA DATE: February 20, 2024

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Public Works Department

PREPARED BY: Tracie Lee, Assistant Public Works Director

REQUEST: Authorizing the City Manager to enter into a Purchase Agreement with Texarkana New Holland for one (1) Tractor/Loader with a Bush Hog Cutter.

EMERGENCY CLAUSE: N/A

SUMMARY: A resolution authorizing the purchase of one (1) Tractor/Loader with a Bush Hog Cutter from Texarkana New Holland in the amount of fifty thousand four hundred sixty-three dollars and twenty-eight cents (\$50,463.28).

This Purchase will be acquired through Sourcewell a government buy board therefore bidding is not required. Funds are allocated from the Public Works Capital Outlay line item.

Authorization of this purchase meets all statutory requirements.

EXPENSE REQUIRED: \$50,463.28

AMOUNT BUDGETED: \$366,000.00

**APPROPRIATION
REQUIRED:** \$0.00

**RECOMMENDED
ACTION:**

EXHIBITS: Resolution and Texarkana New Holland Sourcewell Quote.

RESOLUTION NO. _____

WHEREAS, the Public Works Department is requesting the approval of the City of Texarkana, Arkansas, Board of Directors, to authorize the City Manager to enter into a purchase agreement with Texarkana New Holland for one (1) Tractor/Loader with a Bush Hog Cutter, in an amount not to exceed \$50,463.28; and

WHEREAS, this purchase will be acquired through Sourcewell, a government buy board, therefore bidding is not required; and

WHEREAS, funds are allocated from the Public Works Capital Outlay line item;

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 the purchase agreement described herein in an amount not to exceed \$50,463.28.

PASSED AND APPROVED this 20th day of February 2024.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the City Manager to enter into a contract with Belt Construction for the Nix Creek Sewer Improvements. (TWU)
Executive Director Gary Smith

AGENDA DATE: February 20, 2024

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Texarkana Water Utilities

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

REQUEST: The City Manager to enter into a contract with Belt Construction for the Nix Creek Sewer Improvements Project.

EMERGENCY CLAUSE: N/A

SUMMARY: Resolution authorizing the City Manager to enter into a contract for the Nix Creek Sewer Improvements Project in an amount not to exceed \$3,339,305.00. Bids were received Tuesday, February 06, 2023, for the Nix Creek Sewer Improvements Project. Four (4) contractors bid on the project.

Belt Construction of Texarkana, Arkansas, was the apparent low bidder with a low Base Bid of \$3,339,305.00. This project consists of replacing approximately 4323LF of 30" sewer main, manholes, laterals and all associated work and appurtenances.

This project is budgeted with \$1.74 million from ARPA Funds and the remainder from 2023 Bond Funds.

EXPENSE REQUIRED: \$3,339,305.00

AMOUNT BUDGETED: \$3,339,305.00

**APPROPRIATION
REQUIRED:** \$3,339,305.00

**RECOMMENDED
ACTION:**

EXHIBITS: Resolution, ATTH 01 Nix Creek Sewer Improvements Bid Summary, and ATTH 02 Nix Creek Bid Tabulation

RESOLUTION NO. _____

WHEREAS, Texarkana Water Utilities (TWU) is requesting the approval of the City of Texarkana, Arkansas, Board of Directors to authorize the City Manager to enter into a contract with Belt Construction for the Nix Creek Sewer Improvements Project in an amount not to exceed \$3,339,305.00; and

WHEREAS, bids were received from four (4) contractors on Tuesday, February 6, 2023; and

WHEREAS, Belt Construction was the apparent low bidder with a low base bid of \$3,339,305.00; and

WHEREAS, this project consists of replacing approximately 4323LF of 30” sewer main, manholes, laterals and all associated work and appurtenances; and

WHEREAS, funds are available with \$1.74 million from ARPA Funds and the remainder from 2023 Bond Funds;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is authorized to enter a contract with Belt Construction for the Nix Creek Sewer Improvements Project with funding from the sources so indicated in an amount not to exceed \$3,339,305.00.

PASSED AND APPROVED this 20th day of February 2024.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

Bid Summary

NIX CREEK SEWER IMPROVEMENTS

TWU Project # 61-000-135157-A152204

2:00 P.M. Tuesday, February 06, 2024

	<u>Base Bid</u>
1. Belt Construction Texarkana, Arkansas	\$ 3,339,305.00
2. Kampco, Inc. Texarkana, Arkansas	\$ 3,555,350.43
3. Wicker Construction, Inc Shreveport, LA	\$3,724,025.00
4. Don M Barron Contractor, Inc Farmerville, LA	\$ 3,582,196.00

Time First Bid Opened: 2:00 P.M

Number of Bidders: 4

Apparent Low Bidder: Belt Construction

Bid Tabulation

Project: Nix Creek Sewer Improvements		Ball Construction		Kampco, Inc.		Wicker Construction, Inc.		Don M Barron Contractor, Inc.	
Owner: Texarkana Water Utilities		2507 E. Broad Street Texarkana, AR 71594		922 Das Moines Texarkana, AR 71594		P.O. Box 6765 Shreveport, LA 71136-6765		P.O. Drawer 399 Farmville, LA 71241-0399	
Bid Date: Tuesday, February 6, 2024									
Item #	Qty	Unit	Item	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID									
1	548	LF	30" Sewer Pipe 0'-8" Depth	\$ 290.00	\$ 159,210.00	\$ 258.63	\$ 141,987.87	\$ 301.00	\$ 165,249.00
2	2,316	LF	30" Sewer Pipe 6'-8" Depth	\$ 325.00	\$ 752,700.00	\$ 284.42	\$ 612,396.72	\$ 303.00	\$ 701,748.00
3	519	LF	30" Sewer Pipe 8'-10" Depth	\$ 320.00	\$ 166,080.00	\$ 271.66	\$ 140,991.54	\$ 308.00	\$ 159,852.00
4	89	LF	30" Sewer Pipe 10'-12" Depth	\$ 310.00	\$ 21,390.00	\$ 293.38	\$ 20,243.22	\$ 313.00	\$ 21,597.00
5	40	LF	24" Sewer Pipe 0'-6" Depth	\$ 200.00	\$ 8,000.00	\$ 180.09	\$ 7,203.60	\$ 242.00	\$ 9,680.00
6	1,440	LF	15" Sewer Pipe 0'-8" Depth	\$ 154.00	\$ 221,760.00	\$ 115.49	\$ 166,305.60	\$ 195.00	\$ 280,800.00
7	533	LF	15" Sewer Pipe 6'-8" Depth	\$ 150.00	\$ 79,950.00	\$ 127.84	\$ 68,138.72	\$ 197.00	\$ 105,001.00
8	511	LF	8" Sewer Pipe 0'-6" Depth	\$ 90.00	\$ 45,990.00	\$ 63.47	\$ 32,433.17	\$ 161.00	\$ 82,271.00
9	144	LF	8" Sewer pipe 6'-8" Depth	\$ 90.00	\$ 12,960.00	\$ 77.82	\$ 11,208.08	\$ 163.00	\$ 23,472.00
10	25	LF	8" Sewer Pipe 9'-10" Depth	\$ 90.00	\$ 2,250.00	\$ 80.23	\$ 2,005.75	\$ 168.00	\$ 4,200.00
11	550	LF	4" PVC Sewer Service Pipe (Sch. 40)	\$ 70.00	\$ 38,500.00	\$ 30.85	\$ 16,857.50	\$ 150.00	\$ 82,500.00
12	409	LF	30" D.I. Gravity Sewer Pipe 0'-6" Depth	\$ 540.00	\$ 220,860.00	\$ 488.60	\$ 191,657.40	\$ 474.00	\$ 193,886.00
13	254	LF	30" D.I. Gravity Sewer Pipe 6'-8" Depth	\$ 540.00	\$ 137,160.00	\$ 480.05	\$ 121,932.70	\$ 476.00	\$ 120,904.00
14	224	LF	30" D.I. Gravity Sewer Pipe 8'-10" Depth	\$ 630.00	\$ 141,120.00	\$ 457.77	\$ 102,540.48	\$ 481.00	\$ 107,744.00
15	35	LF	16" D.I. Pipe 0'-6" Depth	\$ 250.00	\$ 8,750.00	\$ 222.27	\$ 7,779.45	\$ 300.00	\$ 10,500.00
16	36	LF	30" D.I. Pipe on Piers	\$ 2,200.00	\$ 79,200.00	\$ 3,388.91	\$ 122,000.76	\$ 1,420.00	\$ 51,120.00
17	4	EA	30" x 4" Service Tap & Reconnect Sewer Service	\$ 2,500.00	\$ 10,000.00	\$ 3,121.50	\$ 12,486.00	\$ 3,425.00	\$ 13,700.00
18	8	EA	8"x4" Sewer Wye Joint & Reconnect Sewer Service	\$ 2,800.00	\$ 22,400.00	\$ 778.43	\$ 6,227.44	\$ 1,500.00	\$ 12,000.00
19	25	EA	48" Dia. Sanitary Sewer Manhole	\$ 8,100.00	\$ 202,500.00	\$ 4,481.46	\$ 112,036.50	\$ 4,000.00	\$ 100,000.00
20	3	EA	48" Dia. Sanitary Sewer Manhole Over Existing Man	\$ 8,000.00	\$ 24,000.00	\$ 6,424.88	\$ 19,274.64	\$ 6,400.00	\$ 19,200.00
21	2	EA	60" Dia. Sanitary Sewer Manhole	\$ 12,000.00	\$ 24,000.00	\$ 6,794.83	\$ 13,589.66	\$ 5,700.00	\$ 11,400.00
22	2	EA	72" Dia. Sanitary Sewer Manhole	\$ 17,000.00	\$ 34,000.00	\$ 9,659.71	\$ 19,319.42	\$ 7,500.00	\$ 15,000.00
23	27.1	VF	Extra Depth 48" Dia. Sanitary Sewer Manhole	\$ 150.00	\$ 4,065.00	\$ 288.44	\$ 7,274.72	\$ 150.00	\$ 4,065.00
24	3.0	VF	Extra Depth 60" Dia. Sanitary Sewer Manhole	\$ 300.00	\$ 900.00	\$ 494.99	\$ 1,484.97	\$ 300.00	\$ 900.00
25	4.3	VF	Extra Depth 72" Dia. Sanitary Sewer Manhole	\$ 400.00	\$ 1,720.00	\$ 672.49	\$ 2,891.71	\$ 400.00	\$ 1,720.00
26	1	LS	72" Dia. Conflict Manhole		\$ 18,500.00		\$ 13,324.67		\$ 18,500.00
27	1	EA	Manhole Drop	\$ 3,000.00	\$ 3,000.00	\$ 5,973.06	\$ 5,973.06	\$ 4,800.00	\$ 4,800.00
28	0.9	VF	Extra Height Manhole Drop	\$ 300.00	\$ 270.00	\$ 314.35	\$ 282.92	\$ 850.00	\$ 765.00
29	7	EA	Abandon Existing Sanitary Sewer Manhole	\$ 2,400.00	\$ 16,800.00	\$ 3,285.18	\$ 22,856.26	\$ 3,250.00	\$ 22,750.00
30	1,283	LF	Abandon Existing 24" Sewer Main	\$ 40.00	\$ 51,320.00	\$ 34.05	\$ 43,696.15	\$ 67.00	\$ 85,961.00
31	151	LF	Abandon Existing 24" Sewer Main per UPRR Guidelines	\$ 50.00	\$ 7,550.00	\$ 179.45	\$ 27,096.95	\$ 142.00	\$ 21,442.00

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

[Signature]
2/6/2024

Bid Tabulation

Item #		Qty	Unit	Item	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
32	1	EA	EA	Connect 30" to Existing Sanitary Sewer Manhole	\$ 9,000.00	\$ 9,000.00	\$ 9,987.02	\$ 9,987.02	\$ 9,700.00	\$ 9,700.00	\$ 6,500.00	\$ 6,500.00
33	1	EA	EA	Connect 8" to Existing Sanitary Sewer Manhole/Wetwell	\$ 5,000.00	\$ 5,000.00	\$ 2,212.80	\$ 2,212.80	\$ 3,800.00	\$ 3,800.00	\$ 3,500.00	\$ 3,500.00
34	1	EA	EA	Connect Existing 24" to New Sanitary Sewer Manhole	\$ 9,000.00	\$ 9,000.00	\$ 4,733.32	\$ 4,733.32	\$ 7,050.00	\$ 7,050.00	\$ 5,500.00	\$ 5,500.00
35	1	EA	EA	Connect Existing 21" to new Sanitary Sewer Manhole	\$ 8,000.00	\$ 8,000.00	\$ 4,733.32	\$ 4,733.32	\$ 6,900.00	\$ 6,900.00	\$ 5,000.00	\$ 5,000.00
36	1	EA	EA	Connect Existing 15" to New Sanitary Sewer Manhole	\$ 7,000.00	\$ 7,000.00	\$ 3,439.13	\$ 3,439.13	\$ 4,800.00	\$ 4,800.00	\$ 4,500.00	\$ 4,500.00
37	3	EA	EA	Connect Existing 8" to New Sanitary Sewer Manhole	\$ 2,500.00	\$ 7,500.00	\$ 2,212.80	\$ 6,638.40	\$ 3,100.00	\$ 9,300.00	\$ 4,000.00	\$ 12,000.00
38	1	EA	EA	Connect Existing 6" Service to New Sanitary Sewer Manhole	\$ 5,500.00	\$ 5,500.00	\$ 1,606.44	\$ 1,606.44	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
39	60	LF	LF	Remove 24" D.I.P. Creek Crossing	\$ 200.00	\$ 12,000.00	\$ 303.31	\$ 18,198.60	\$ 88.00	\$ 5,280.00	\$ 75.00	\$ 4,500.00
40	64	LF	LF	Remove 15" D.I.P. Creek Crossing	\$ 140.00	\$ 8,960.00	\$ 393.42	\$ 25,178.88	\$ 83.00	\$ 5,312.00	\$ 70.00	\$ 4,480.00
41	64	LF	LF	Remove 8" D.I.P. Creek Crossing	\$ 80.00	\$ 5,120.00	\$ 104.53	\$ 6,689.92	\$ 54.00	\$ 3,456.00	\$ 63.00	\$ 4,032.00
42	106	LF	LF	Bore & Case Railroad Crossing (30" D.I. in 42" Steel Casing)	\$ 1,200.00	\$ 126,000.00	\$ 1,635.65	\$ 171,743.25	\$ 1,515.00	\$ 159,075.00	\$ 1,748.00	\$ 183,540.00
43	200	LF	LF	Bore & Case Railroad Crossing (30" D.I. in 42" Steel Casing)	\$ 1,200.00	\$ 240,000.00	\$ 2,144.42	\$ 428,884.00	\$ 1,865.00	\$ 373,000.00	\$ 2,054.00	\$ 410,800.00
44	1	LS	LS	Raise Existing 12" Water Main		\$ 23,000.00		\$ 19,120.00		\$ 12,500.00		\$ 17,590.00
45	161	SY	SY	Remove & Replace Asphalt Paving (Street)	\$ 70.00	\$ 11,270.00	\$ 191.37	\$ 30,810.57	\$ 160.00	\$ 25,760.00	\$ 190.00	\$ 30,690.00
46	400	SY	SY	Remove & Replace Asphalt Paving (Parking)	\$ 70.00	\$ 28,000.00	\$ 140.13	\$ 56,052.00	\$ 120.00	\$ 48,000.00	\$ 159.00	\$ 63,600.00
47	319	SY	SY	Remove & Replace Concrete Paving	\$ 150.00	\$ 47,850.00	\$ 104.35	\$ 33,287.65	\$ 135.00	\$ 43,065.00	\$ 190.00	\$ 60,610.00
48	288	SY	SY	Remove & Replace Gravel Paving	\$ 40.00	\$ 11,520.00	\$ 64.93	\$ 18,699.84	\$ 50.00	\$ 14,400.00	\$ 32.00	\$ 9,216.00
49	60	SY	SY	Remove & Replace Concrete Sidewalk	\$ 140.00	\$ 8,400.00	\$ 289.59	\$ 17,375.40	\$ 85.00	\$ 5,100.00	\$ 51.00	\$ 3,060.00
50	88	LF	LF	Remove & Replace Concrete Curb & Gutter Paving	\$ 45.00	\$ 3,960.00	\$ 72.40	\$ 6,371.20	\$ 140.00	\$ 12,320.00	\$ 28.00	\$ 2,288.00
51	1,200	CY	CY	Select Fill	\$ 48.00	\$ 57,600.00	\$ 45.01	\$ 54,012.00	\$ 25.00	\$ 30,000.00	\$ 40.00	\$ 48,000.00
52	1	LS	LS	Seeding		\$ 30,000.00		\$ 5,791.84		\$ 15,000.00		\$ 1,500.00
53	1	LS	LS	Erosion Control Structures		\$ 19,000.00		\$ 4,826.53		\$ 12,500.00		\$ 2,500.00
54	1	LS	LS	Traffic Maintenance		\$ 11,000.00		\$ 11,503.68		\$ 10,000.00		\$ 7,776.00
55	1	LS	LS	By-Pass Pumping		\$ 25,000.00		\$ 52,190.12		\$ 25,000.00		\$ 25,000.00
56	1	LS	LS	Allowance for RR Expenses		\$ 60,000.00		\$ 60,000.00		\$ 80,000.00		\$ 80,000.00
57	1	LS	LS	Bonds and Insurance		\$ 39,000.00		\$ 182,982.95		\$ 352,000.00		\$ 52,080.00
58	1	LS	LS	Trench Excavation Protection		\$ 8,000.00		\$ 244,795.94		\$ 15,000.00		\$ 6,132.00
Total Base Bid					\$	3,339,305.00	\$	3,555,350.43	\$	3,724,025.00	\$	3,582,196.00

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

[Signature] 2/6/2024



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the City Manager to enter into a contract with Steitler Properties for the production of a concert at Front Street Festival Plaza. (PARKS) Parks & Rec Director Adam Dalby

AGENDA DATE: February 20, 2024

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Parks and Recreation

PREPARED BY: Adam Dalby, Parks & Rec Director

REQUEST: Authorize the City Manager to enter into a contract with Steitler Properties for production of a concert at Front Street Festival Plaza on April 7, 2024.

EMERGENCY CLAUSE: N/A

SUMMARY: Authorize the City Manager to enter into a contract with Steitler Properties in the amount of \$12,500 for production of a concert at Front Street Festival Plaza on April 7, 2024, to be held in conjunction with Solarbration as part of the eclipse weekend events. **(Contract has been approved by the City Attorney)**

EXPENSE REQUIRED: \$12,500

AMOUNT BUDGETED: \$0.00

APPROPRIATION REQUIRED: \$12,500 (Front Street Festival Fund)

RECOMMENDED ACTION:

EXHIBITS: Resolution, Contract, and budget

RESOLUTION NO. _____

WHEREAS, the Parks and Recreation Department is requesting the approval of the City of Texarkana, Arkansas, Board of Directors to authorize the City Manager to enter into a contract with Steitler Properties in the amount of \$12,500 for the production of a concert at Front Street Festival Plaza on April 7, 2024; and

WHEREAS, this concert will be held in conjunction with the Solarbration as part of the eclipse weekend events; and

WHEREAS, under the terms of the contract, Steitler Properties will provide music artists for a cost of \$7,300, security in the amount of \$1,500, production including light and sound in the amount of \$3,200, and marketing in the amount of \$500;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is authorized to enter into a contract with Steitler Properties for the purposes set forth above in an amount not to exceed \$12,500.

PASSED AND APPROVED this 20th day of February 2024.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this _____ day of _____, _____

BETWEEN:

City of Texarkana Arkansas of 216 Walnut St, Texarkana, AR 71854, USA
(the "Client")

- AND -

Steitler Properties of 4207 Texas Blvd, Texarkana TX 75503
(the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:
 - Musical artists for concert to be held at the Front Street Festival Plaza on Sunday, April 7, 2024.
 - Security. Security shall be approved by the Texarkana Arkansas Police Department.
 - Sound production for all artists to include sound equipment.
 - Lighting production for all artists to include on and off stage and lighting equipment.
 - Artist management to include lodging, meals, and contract requirements.

2. The Client hereby agrees to provide the following services (the "Services") consisting of:
 - Event insurance
 - Ticketing system. Client agrees to provide Contractor access to requested portions of the ticketing system in order to track metrics and integrate ticket sales into other mediums.
 - Staffing of all gates
 - Merchandise tent (space only, no staffing)
 - Green room for all artist
3. The Services will also include any other tasks which the Parties may agree on. The Contractor and Client hereby agree to provide such Services.
4. All proceeds from sale of tickets shall be the property of the Client.

Term of Agreement

5. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
6. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

Performance

7. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

8. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

9. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as follows:

- Full payment in the amount of \$12,500 to be made the day of the event NLT 10pm.

The Contractor shall provide the Client, in all instances, with an invoice prior to any payment being disbursed.

10. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Reimbursement of Expenses

11. The Contractor will not be reimbursed for expenses incurred by the Contractor in connection with providing the Services of this Agreement.

Ownership of Materials and Intellectual Property

12. All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

13. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damage resulting from the unauthorized use of the Intellectual Property.

Return of Property

14. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

15. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

Notice

16. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
 - a. City of Texarkana Arkansas
216 Walnut St, Texarkana, AR 71854, USA
 - b. Steitler Properties
4207 Texas Blvd, Texarkana TX 75503

or to such other address as any Party may from time to time notify the other.

Indemnification

17. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Legal Expenses

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

Modification of Agreement

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

Time of the Essence

20. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

21. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

22. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

23. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Governing Law

24. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Arkansas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

25. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

26. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

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

Robert Thompson,
Texarkana, Arkansas, City Manager

Perry Steitler,
Steitler Properties

ATTEST:

Heather Soyars,
Texarkana, Arkansas, City Clerk

SUNSET SOLARBRATION CONCERT
April 7, 2024

Music

Sunset Sinners	\$ 6,000.00	
Jesse Jenkins Band	\$ 800.00	
Per diem	<u>\$ 500.00</u>	
TOTAL		\$ 7,300.00

Security

Security	<u>\$ 1,500.00</u>	
TOTAL		\$ 1,500.00

Production

Lights and sound	<u>\$ 3,200.00</u>	
TOTAL		\$ 3,200.00

Marketing

Radio	<u>\$ 500.00</u>	
TOTAL		\$ 500.00

GRAND TOTAL

\$ 12,500.00



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance approving the franchise agreement between the City of Texarkana, Arkansas, and Ritter Communications Holdings, LLC. (FIN) Finance Director TyRhonda Henderson

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: February 20, 2024

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Finance Department

PREPARED BY: TyRhonda Henderson, Finance Director

REQUEST: Approving a franchise agreement

EMERGENCY CLAUSE: Yes

SUMMARY: The purpose of this agenda item is to approve the franchise agreement between the City of Texarkana, Arkansas, and Ritter Communications Holdings, LLC. Ritter Communications provides internet and telephone services within the City limits of Texarkana, Arkansas. They are requesting the right to use the City's rights-of-way. In return, Ritter Communications will pay the City 4.25% of gross revenue collections of customers located in the corporate limits of the City.

EXPENSE REQUIRED: \$0

AMOUNT BUDGETED: \$0

**APPROPRIATION
REQUIRED:** \$0

**RECOMMENDED
ACTION:**

EXHIBITS: Ordinance

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE PAYMENT OF FRANCHISE FEES BY RITTER COMMUNICATIONS HOLDINGS, LLC (DBA RITTER COMMUNICATIONS), TO THE CITY OF TEXARKANA, ARKANSAS: PRESCRIBING OTHER MATTERS RELATED THERETO; AND DECLARING AN EMERGENCY

WHEREAS, the City of Texarkana, Arkansas, (the "**City**"), is a city of the first class, organized and existing under and pursuant to the laws of the State of Arkansas; and

WHEREAS, pursuant to Arkansas Code Annotated Section 14-200-101, the City is authorized to charge a franchise fee to public utilities for which the public utilities may be permitted to occupy the streets, highways, or other public places within the City; and

WHEREAS, Ritter Communications Holdings, LLC, d/b/a Ritter Communications, (**RITTER**) and its wholly owned subsidiaries desire to provide data transmission services, including but not limited to internet services or telephone services, within the City of Texarkana, Arkansas, through underground or aerial fiber optic cables; and

WHEREAS, the City is willing to allow **RITTER** the privilege of using all the rights-of-way of the City's streets, highways, and other public places in the City for a period of ten years; and

WHEREAS, the purpose of this Ordinance is to grant **RITTER** the privilege of using the rights-of-way of the City's streets, highways, and other public places in the City for a period of ten years and to establish the franchise fees to be paid by **RITTER**;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY OF TEXARKANA, ARKANSAS, THAT:

SECTION 1. RITTER may use the rights-of-way of the City's streets, highways, and other public places in the City for the purpose of providing data transmission services, including but not limited to internet services or telephone services ("data transmission services"), to customers through fiber optic cables, for a period of ten years, PROVIDED that this Ordinance may be extended for additional five (5) year periods if mutually agreed to in writing by both parties.

SECTION 2. RITTER shall pay to the City franchise fees for the privilege of using the rights-of-way of the City's streets, highways, and other public places in the City in the amount of four and one-quarter percent (4.25%) of said RITTER's current year gross revenue collections of RITTER's customers located in the corporate limits of the City.

SECTION 3. The franchise fee levied by this ordinance shall be payable by RITTER quarterly each year with payment due no later than the 15th day of the month following the end of each quarter of the year.

SECTION 4. If it becomes necessary for the City to expand its use of the rights-of-way of the City's streets, highways, or other public places then RITTER, on the request of the City, shall relocate or raise or lower its fiber optic cables in the rights-of-way of the City's streets, highways, or other public places. The expense of such removal, relocation, raising, or lowering of the fiber optic cables shall be paid by RITTER. RITTER, shall remove, relocate, raise, or lower its fiber optic cables in the rights-of way of City's streets, highways, or other public places within thirty (30) days of the notice by the City to remove, relocate, raise, or lowers its fiber optic cables.

SECTION 5. Nothing contained in this ordinance shall be construed to require or permit RITTER to utilize any electric light or power poles owned by the City of Texarkana. If RITTER desires to utilize any electric light or power poles owned by the City of Texarkana, then a separate agreement with the City of Texarkana shall be a prerequisite to such utilization.

SECTION 6. Nothing contained in this ordinance shall be construed as giving RITTER any exclusive privileges.

SECTION 7. The following definitions shall apply for purposes of this Ordinance:

"Gross Revenue" means any and all revenue collected from the applicable telecommunications company's customers within the legal boundaries of the City that is derived by the company in question from the provision of data transmission services within the CITY, excluding, however, any portion of such revenue that is derived from services exempt from assessment of municipal franchise fees pursuant to applicable law. Gross Revenues include, but are not limited to, revenues from customers for all residential and commercial telephone services, including but not limited to Local Exchange Service, long-distance service, and telephone service installations, but not including provision of internet services or broadband capability exempted from municipal franchise fee assessment by applicable law. Gross Revenues does not mean any taxes or fees imposed and/or assessed by law or regulation on customers (including state or local sales taxes) which the company in question is obligated to collect and pay to applicable governmental authorities, or wholesale revenue collected from long-distance carriers (unless the company in question derives any profit from the same and, in such event said profit shall be included within Gross Revenue).

"Local Exchange Service" means that portion of telephone service provided to end-user customers which permits a subscriber to access the normal serving local dial exchange and is further identified as the basic telephone service provided to residence and business customers.

SECTION 8. Except as specifically set forth herein the CITY hereby fully releases, discharges, settles, and compromises any and all claims for franchise fees which the CITY has made or could have made arising out of or connected with any prior use by RITTER of any CITY owned property or Rights-of-Way, if any. This release shall be for the benefit of RITTER, and of their directors, officers, and employees; successors and assigns; and includes any and all claims, actions, causes of action and controversies, presently known or unknown, arising directly or indirectly out of or connected with any obligations of either RITTER to pay franchise fees to the CITY prior to the effective date of this Ordinance. RITTER hereby fully release, discharge, settle and compromise any and all claims, actions, causes of action or controversies heretofore made or which could have been made, known or unknown, against the CITY, its officers or its employees, arising

directly or indirectly out of or connected with any matter arising out of any prior usage or attempted usage by RITTER of CITY rights-of-way or property.

It is the intent of the CITY and RITTER to enter into the foregoing mutual releases in order to reach a compromise that is acceptable to both the CITY and RITTER. This Ordinance and mutual release set forth in this Section represent a compromise of each party's claims as well as each party's defenses and is not intended to be and is not an admission of liability or vulnerability by either party to the other with respect to either the claims or the defenses asserted, or which could be asserted against the other.

SECTION 9. The provisions of this Ordinance are hereby declared to be separate, and if any provision shall for any reason be held illegal or invalid, it shall not affect the validity of the remainder of the Ordinance. The rights and obligations of the grantees herein may not be assigned without the prior approval of the Board of Directors of the CITY, which may not be unreasonably withheld, but may be conditioned upon the assignee's assumption of the assignor's obligations.

SECTION 10. This Ordinance shall be construed and deemed to have been negotiated at arm's length and drafted by the combined efforts of the CITY and RITTER. This Ordinance shall be construed in accordance with the City Charter and City Codes in effect on the date of passage hereof, and as the same may be amended from time to time hereafter, to the extent that such Charter and Codes, now or hereafter, are not in conflict with or in violation of the Constitution and laws of the United States or the State of Arkansas, as determined by a court of competent jurisdiction.

SECTION 11. All other ordinances and agreements and parts of agreements and Ordinances related to either the occupancy of the City's rights-of-way by either RITTER or to the obligation of RITTER to pay franchise fees for the same which are in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 12. If any section, sentence, clause, or phrase of this Ordinance is for any reason held to be illegal, *ultra vires* or unconstitutional, such invalidity shall not affect the validity of the remaining portions of this Ordinance.

SECTION 13. It is hereby found that RITTER desires to provide data transmission services through underground or aerial fiber optic cables to clients within the City of

Texarkana, Miller County, Arkansas which is necessary for the public peace, health, and safety, its inhabitants, and their property. It is, therefore, declared that an emergency exists and this Ordinance, being necessary for the immediate preservation of the public peace, health, and safety shall take effect and be enforced from and after its passage.

PASSED AND APPROVED this 20th day of February, 2024.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney