



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Agenda - Monday, November 18, 2024 - 6:00 PM

Call to Order

Roll Call

Invocation given by Ward 1 Director Terry Roberts

Pledge of Allegiance led by City Manager Tyler Richards

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.

CONSENT

1. Approval of the minutes of the regular meeting November 4, 2024. (CCD) City Clerk Heather Soyars
2. Adopt a Resolution authorizing the City Manager to enter a contract with A. L. Franks Engineering Inc., for the design and inspection of the North Texarkana Wastewater Treatment Plant Expansion Project. (TWU) Executive Director Gary Smith
3. Adopt a Resolution authorizing the City Manager to enter into a contract with Spears Engineering Company for the design of the North Stateline Avenue 36 Inch Water Line Replacement Project. (TWU) Executive Director Gary Smith
4. Adopt a Resolution authorizing the City Manager to enter into a contract with Spears Engineering Company for the design of the East Street 12 Inch Water Line Replacement Project. (TWU) Executive Director Gary Smith

REGULAR

5. Adopt a Resolution authorizing the City Manager to pay the increased portion of the Municipal Health Benefit Fund Premium for the month of December. (ADMIN) City Manager Tyler Richards

BOARD OF DIRECTORS' COMMENTARY

NEXT MEETING DATE: Tuesday, December 3, 2024

ADJOURN

2024 City Calendar

Gateway Farmers Market - Holiday Market - Saturday - November 23rd

Drive-Thru Thanksgiving Turkey Box Giveaway - Saturday - November 23rd

Sofie & the New Relics Christmas Concert - Monday - December 2nd

Annua Christmas Parade - Monday - December 2nd

Feast of Our Lady of Guadalupe - Sunday - December 8th

Christmas Downtown - Saturday - December 14th

Texarkana Rec Center Calendar

Live to the Beat - 9AM-10AM - Monday through Friday

Ageless Grace - Mondays & Thursdays – 2PM - 3PM

The Fabric Shop - Thursdays - 8AM - 2PM

Quilters - Fridays - 9AM - 3PM

Gym Open - Daily - 3PM - 5PM

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



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Approval of the minutes of the regular meeting November 4, 2024. (CCD) City Clerk Heather Soyars
AGENDA DATE:	November 18, 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, November 04, 2024 - 6:00 PM

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

PRESENT: Mayor Allen Brown, Ward 1 Director 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 Tyler Richards, City Attorney Josh Potter, City Clerk Heather Soyars, and Deputy City Clerk Jenny Narens.

Invocation and Pledge of Allegiance given by Assistant Mayor Ward 6 Jeff Hart

CITIZEN COMMUNICATION

Edward Lewis, 270 MC 141, read a brief statement about an event named Dream Cruise. (Statement attached.)

PRESENTATION(S)

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

Bobby Forte
Brian Nolte

TAPD
PWD

5 Years
15 Years

2. Texarkana Regional Airport 3rd Quarter Budget Briefing. (AIRPORT) Executive Director Paul Mehrlich

PROCLAMATION(S)

3. Proclamation declaring November 30, 2024, as Small Business Saturday. (ADMIN)

CONSENT

Mayor Brown requested Item 5. Adopt a Resolution authorizing a study to determine if an Environmental Assessment was necessary to develop four maintenance repair and overhaul hangers. (AIRPORT) Executive Director Paul Mehrlich and Item 7. Adopt a Resolution authorizing the Airport Executive Director to enter into an agreement with Tatum Excavating for general aviation apron expansion. (AIRPORT) Executive Director Paul Mehrlich be removed from the Consent Agenda.

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

4. Approval of the minutes of the regular meeting October 21, 2024. (CCD) City Clerk Heather Soyars
6. Resolution No. 2024-91 authorized the Airport Executive Director to enter into an agreement with HiLite for runway edge restriping. (AIRPORT) Executive Director Paul Mehrlich

REGULAR

5. Resolution No. 2024-92 authorized study to determine if an Environmental Assessment was necessary to develop four maintenance repair and overhaul hangers. (AIRPORT) Executive Director Paul Mehrlich

After a brief discussion, the motion to adopt the resolution made by Director Hollibush, 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.

7. Resolution No. 2024-93 authorized the Airport Executive Director to enter into an agreement with Tatum Excavating for general aviation apron expansion. (AIRPORT) Executive Director Paul Mehrlich

After a brief discussion, the motion to adopt the resolution 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 Mayor declared the resolution adopted.

8. **TABLED** - Adopt an Ordinance to rezone parcels 00193600 and 00193601, from C-4 Crossroads Business Park to a Planned Unit Development for the purpose of constructing seven (7) single family homes. (PWD-PLANNING) City Planner Jamie Finley

After a brief discussion, motion to table the resolution for the redesign of the plat made by Assistant Mayor Hart, 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 Mayor declared the resolution tabled for the redesign of the plat.

BOARD OF DIRECTORS' COMMENTARY

Director Harris read the attached proclamation from Governor Sarah Huckabee Sanders.

Director Brewer said citizens of Ward 4 had a meeting scheduled for December 10, 2024, at 5:30 PM at the Texarkana Recreation Center.

CITY MANAGER REPORT

City Manager Tyler Richards said the Finance Department was hard at work on preparing the budget and hoped to present it in the second half of November. He also announced the new Police Chief Ed Chattaway.

NEXT MEETING DATE: Monday, November 18, 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 7:09 PM.

APPROVED this the 18th day of November 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 a contract with A. L. Franks Engineering Inc., for the design and inspection of the North Texarkana Wastewater Treatment Plant Expansion Project. (TWU) Executive Director Gary Smith

AGENDA DATE: November 18, 2024

ITEM TYPE: Ordinance ☐ Resolution ☒ Other ☐: _____

DEPARTMENT: Texarkana Water Utilities

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

REQUEST: Resolution authorizing the City Manager to enter into a contract with A. L. Franks Engineering Inc. for the North Texarkana Wastewater Treatment Plant Expansion Project.

EMERGENCY CLAUSE: None needed.

SUMMARY: The Texarkana Water Utilities is preparing to expand and make improvements to the North Texarkana Wastewater Treatment Plant (WWTP). The North Texarkana WWTP treats the wastewater from the area north of IH-30, including a small area in Texarkana, Texas (see attached map). The plant was constructed in 1999 and has had only maintenance work required to keep the plant operating properly since it was constructed. The plant is designed to treat a maximum of 0.95 Million Gallon per Day (MGD). The expansion will allow the plant to treat up to 2.0 MGD. This expansion will provide the additional capacity for future growth at the REDI site as well as other areas north of town. This project is included in Ordinance No. 22-2022 and is being funded with the Waterworks and Sewer Facilities Revenue Bonds, Series 2023. The Utility staff has determined that an outside engineering firm will be required to design the proposed relocation. The Utility recommends A. L. Franks Engineering, Inc. for this project due to their familiarity with this type of work. The proposed contract is for \$532,000 based on a construction cost of \$4,640,000. This fee will include the plans and specifications required for this design as well as inspection of the project. Engineering staff has reviewed the engineering fee and has determined that it is within the acceptable engineering fee range for this type of project.

EXPENSE REQUIRED: \$532,000.00

AMOUNT BUDGETED:	\$ N/A
APPROPRIATION REQUIRED:	\$ None
RECOMMENDED ACTION:	Utility staff recommends approval.
EXHIBITS:	Resolution, ATTH01 Work Order for Professional Services ATTH02 Agreement for Engineering Services (2015) ATTH03 Ordinance No. 22-2022 ATTH04 Area Map

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 A.L. Franks Engineering, Inc., for the design and inspection of the North Texarkana Wastewater Treatment Plant (WWTP) Expansion Project; and

WHEREAS, the North Texarkana WWTP is currently designed to treat a maximum of 0.95 million gallons per day (MGD) and requires expansion to treat up to 2.0 MGD to support future growth; and

WHEREAS, TWU intends to expand and improve the North Texarkana WWTP to provide additional capacity, and the project is included in Ordinance No. 22-2022, funded by the Waterworks and Sewer Facilities Revenue Bonds, Series 2023; and

WHEREAS, the Utility staff has determined that an outside engineering firm is required to design and inspect the proposed expansion, and recommends A. L. Franks Engineering, Inc., due to their familiarity with this type of work; and

WHEREAS, the proposed contract with A. L. Franks Engineering, Inc., is for \$532,000.00 based on a construction cost of \$4,640,000.00 which includes plans and specifications required for this design and inspection of the project;

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 A. L. Franks Engineering, Inc., for the design and inspection of the North Texarkana Wastewater Treatment Plant Expansion Project with funding in the amount and from sources so indicated.

PASSED AND APPROVED this 18th day of November 2024.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

AGREEMENT FOR ENGINEERING SERVICES

STATE OF: TEXAS

COUNTY OF: BOWIE

THIS AGREEMENT made, entered into and executed this the 6th day of November, 2015, by and between the

TEXARKANA WATER UTILITIES

hereinafter called the "Owner", acting herein, by and through one of its officers, who is duly authorized to act for and in behalf of said Owner, and

A.L. FRANKS ENGINEERING, INC.

hereinafter called the "Engineer", acting herein, by and through one of its officers, who is duly authorized to act for and in behalf of said Engineer for preparation of reports, plans, specifications, etc... for utility improvements. Such improvements are hereinafter called the "Project".

NOW, THEREFORE, THE Owner and the Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I - EMPLOYMENT OF ENGINEER

In the event of the employment by Owner of the Engineer and the Engineer's agreement to perform services in connection with any of the construction work and related improvements anticipated herein, the Owner agrees to pay to the Engineer compensation as hereinafter provided. The parties acknowledge that Owner is under no obligation to Engineer to offer such employment but is free to employ any other engineer for the performance of the anticipated project work irrespective of whether this contract has been terminated in accordance with Section XI. The Engineer will be compensated for any and all preliminary work performed to develop the project in accordance with the schedule of fees or hourly rates contained in the appropriate Work Order in accordance with Section II.

SECTION II - WORK ORDERS

The total of all work to be performed under this Agreement shall be divided by the Owner and shall be authorized by the Owner in writing to the Engineer in the form of Work Orders. Such Work Orders shall be serially numbered and dated, shall set forth in reasonable detail the scope and limitation of the engineering services desired by the Owner thereunder, and shall show the fee basis, approximate total amount of engineering fee, and approximate date of completion of the services authorized. Where applicable, Work Orders shall show the estimated cost of the construction work for which engineering services are being authorized.

The Engineer shall acknowledge receipt and acceptance of each Work Order in writing or reject same, stating the reasons therefor. No commitment shall have been made by the Owner, and the Engineer is under no obligation to commence the work, until such a Work Order has been made by the Owner and accepted by the Engineer, both in writing.

SECTION III - CHARACTER AND EXTENT OF SERVICES

The Engineer shall render the following professional services necessary for the development of the Project.

A. Preliminary Phase:

1. Attend preliminary conferences with the Owner regarding the Project;
2. Prepare a preliminary engineering study, and report if applicable, on the Project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Owner, to include preliminary layouts, sketches and cost estimates for the Project, and to set forth clearly the Engineer's recommendations.
3. Furnish the Owner three (3) copies of the preliminary report, if applicable, (additional copies will be furnished to the Owner at direct cost of reproduction).

B. Design Phase:

1. Establish the scope of any soil and foundation investigations or any special surveys and tests which may be required for design, and arrange for such work to be done;

2. Furnish to the Owner, where applicable, the engineering data necessary for applications for routine permits required by local, State, and Federal authorities (as distinguished from detailed applications and supporting documents for government grants, planning advances, or permits);
3. Prepare detailed contract drawings and specifications for construction authorized by the Owner;
4. Prepare detailed cost estimates and bidders' proposal forms for authorized construction;
5. Furnish the Owner three (3) sets of copies of plans, specifications, notice to bidders, and bidders' proposals (all copies in excess of three (3) shall be paid for by the Owner at cost of reproduction).

C Construction Phase :

1. Assist the Owner in securing bids;
2. Assist the Owner in the opening, tabulation and analysis of bids, and furnish recommendations on the award of contracts;
3. Assist in the engineering phases of the preparation of formal contract documents for the award of contracts;
4. Make periodic visits to the site (as distinguished from the continuous services of a resident Project Representative) to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, the Engineer will endeavor to protect the Owner against defects and deficiencies in the work of contractors, but he will not be required to guarantee the performance of their contracts, nor will he be responsible for the actual supervision of construction operations;

5. Consult and advise with the Owner during construction; issue all instructions to contractors requested by the Owner; and prepare routine change orders if required;
6. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site);
7. Review laboratory, shop, and mill tests of material and equipment;
8. Prepare monthly and final estimates for payments to contractors;
9. Conduct, in company with the Owner's representatives, a final inspection of the Project;
10. Revise contract drawings, with the assistance of the resident Project Representative, to show the work as actually constructed, and furnish one (1) set of prints of the revised drawings to the Owner.

D. General:

The Engineer shall provide consultation and advice to the Owner during the performance of his services.

SECTION IV - PERIOD OF SERVICE

The services called for in Section III-A (Preliminary Phase) of this agreement shall be completed and the report, if applicable, submitted within the earliest reasonable period following the receipt by the Engineer of notice to proceed.

After receipt from the Owner of acceptance of the Preliminary Phase services, indicating any specific modification or changes in scope desired by the Owner, and upon authorization from the Owner, the Engineer will proceed with the performance of the services called for in Section III-B (Design Phase) of this agreement, so as to deliver completed contract drawings, specifications and estimates of cost for all authorized design on the Project.

Following award by the Owner of a construction contract or contracts, the Engineer will proceed with the performance of the services called for in Section III-C (Construction Phase) of this Agreement.

The services called for in Section III-D of this agreement shall be continuing function of the Engineer for the Owner, and shall not cease until termination of this agreement.

This agreement shall remain in force for a period which may reasonably be required for design, award of contracts and construction of the Project, including extra work and any required extensions thereto.

The final acceptance by the Owner of each construction contract in the Project shall serve as evidence of completion, on the part of the Engineer, of all services of the Project.

SECTION V - COORDINATION WITH THE OWNER

The Engineer shall hold periodic conferences with the Owner, or his representatives, to the end that the Project, as perfected, shall have full benefit of the Owner's experience and knowledge of existing needs and facilities and to be consistent with his current policies and construction standards. To implement this coordination,

the Owner shall make available to the Engineer for use in designing and constructing the Project, all existing plans, maps, field notes, statistics, computations and other data in his possession relative to existing facilities and to the Project.

SECTION VI - BASIS OF COMPENSATION

For and in consideration of the services to be rendered by the Engineer, the Owner shall pay, and the Engineer shall receive, the fees hereinafter set forth for the Preliminary, Design, and Construction Phases of the work. Where the fee is based on a percentage of construction cost, the fee for each separate phase shall be based on the "Construction Cost" of all work authorized by the Owner at one time, and handled by the Engineer in accordance with this agreement.

"Construction Cost" is defined as the total cost to the Owner for the execution of the work on each construction project, excluding fees or other costs for engineering and legal services and the cost of land, rights-of-way, legal and administrative expenses, but including the direct cost to the Owner of all construction contracts, items of construction, including labor, materials and equipment, required for the completed work (including extras), which have been delivered and checked and approved by the Engineer, and the total value at site of Project of all labor, materials and equipment purchased or furnished directly by the Owner for the Project.

Payment for services shall be at an agreed lump sum amount or on a monthly billing basis at an agreed Schedule of Fee basis with reimbursement for direct non-labor and subcontract expenses at invoice cost plus a twenty percent (20%) service charge.

A. Additional Services and Charges:

Additional services to be performed by the Engineer, if authorized by the Owner, which are not included in the above described Preliminary, Design, and Construction Phases, and their basis of charges are described as follows:

1. Additional Services

- a. Field surveys for preliminary and design, and other field investigations;
- b. Field layouts, and services of resident Project Representative during construction;
- c. Investigations involving detailed consideration of operation, maintenance and overhead expenses; and the preparation of rate schedules, earning and expense statements, feasibility studies, -appraisals, valuations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner;
- d. Making necessary land surveys, establishing boundaries, monuments, and preparing deed, right-of-way, and easement descriptions;
- e. Preparation of applications and supporting documents for Federal aid programs and State assistance and permits;
- f. Preparation of any required infiltration/inflow studies, operation and maintenance manual, user charges, or environmental impact assessments or statements; or performing operator training.

2. Basis of Charges

An agreed lump sum; or an agreed "Schedule of Fees" with reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a twenty percent (20%) service charge;

B. Interest on Delayed Payments:

Any payments, not in dispute, not made within thirty (30) days on statements rendered in accordance with the above provisions shall be subject to a charge for interest at the rate of ten percent (10%) per annum, beginning thirty (30) days from the date of the statement.

C. Services Not Included:

The Engineer's services will not include the sampling and testing of materials, such as soils, concrete, reinforcing steel, sewage samples, etc., as this is a service rendered by commercial testing laboratories; however, the Engineer will recommend the type and number of such tests to the Owner and recommend testing agencies to perform this function. The Engineer will assist in planning and inspecting soil borings, foundation investigations, and samples and tests as may be required, in arranging for such services to be performed on behalf of the Owner, and in interpreting the results.

SECTION VII - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this agreement:

- A. The employer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Employer will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such an action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Employer agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.
- B. The employee will, in all solicitations or advertisements for employees placed by or on behalf of the Employer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

SECTION VIII - REVISION TO DRAWINGS AND SPECIFICATIONS

The Engineer will make, without expense to the Owner, such revisions of the preliminary drawings as may be required to meet the needs of the Owner, but after a definite plan has been approved by the Owner, if a decision is subsequently made by the Owner, which, for its proper execution, involves extra services and expenses for changes in, or additions to the drawings, specifications or other documents, or if the Engineer is put to labor or expense by delays imposed on him from causes not within his control, such as by the delinquency or insolvency of contractors, etc., the Engineer shall be compensated for such extra services and expense, which services and expense are not to be considered as covered by the services and charges described in Sections III and IV above. Compensation for such extra services shall be as per the agreed "Schedule of Fees" plus reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a ten percent (10%) service charge.

SECTION IX - OWNERSHIP OF DOCUMENTS

All documents, estimates, specifications, field notes, and data are the property of the Owner. Engineer may retain copies thereof for his use. Engineer may retain original drawings upon providing Owner with reproducible copies which shall become the property of Owner who may use them for any purpose Owner may choose. The Engineer is held harmless for any reproduction or use of the plans for other than their intended purpose.

SECTION X -

For all Work Orders issued to the Engineer, subsequent to this agreement, which amount to \$2,500.00 or more, for work to be performed on Projects in which funds are acquired by the Owner from a Federal agency for Project construction, the Engineer hereby authorizes and agrees that the Owner, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

SECTION XI - TERMINATION

The Owner may terminate this agreement at any time by a notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise, immediately discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services performed under agreement to the date of termination. The Owner shall then pay the Engineer promptly that proportion of the prescribed fee for which the reasonable value (quantum) of the services actually performed under this agreement bear to the reasonable value of the total services called for under this agreement, less such payments on account of the fee as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this agreement shall be delivered to the Owner when

and if this agreement is terminated, but subject to the restrictions as to their use, as set forth above.

The Owner and the Engineer each binds himself and his partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this agreement; except as above, neither the Owner nor the Engineer shall assign, sublet or transfer his interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Owner.

IN TESTIMONY OF WHICH this instrument has been executed on behalf of the above named Engineer and has been executed on behalf of the Owner in two (2) counterparts each of equal force, on the day and year first above written.

TEXARKANA WATER UTILITIES

BY J.D. Phillips
Owner
J.D. Phillips, Interim Executive Director

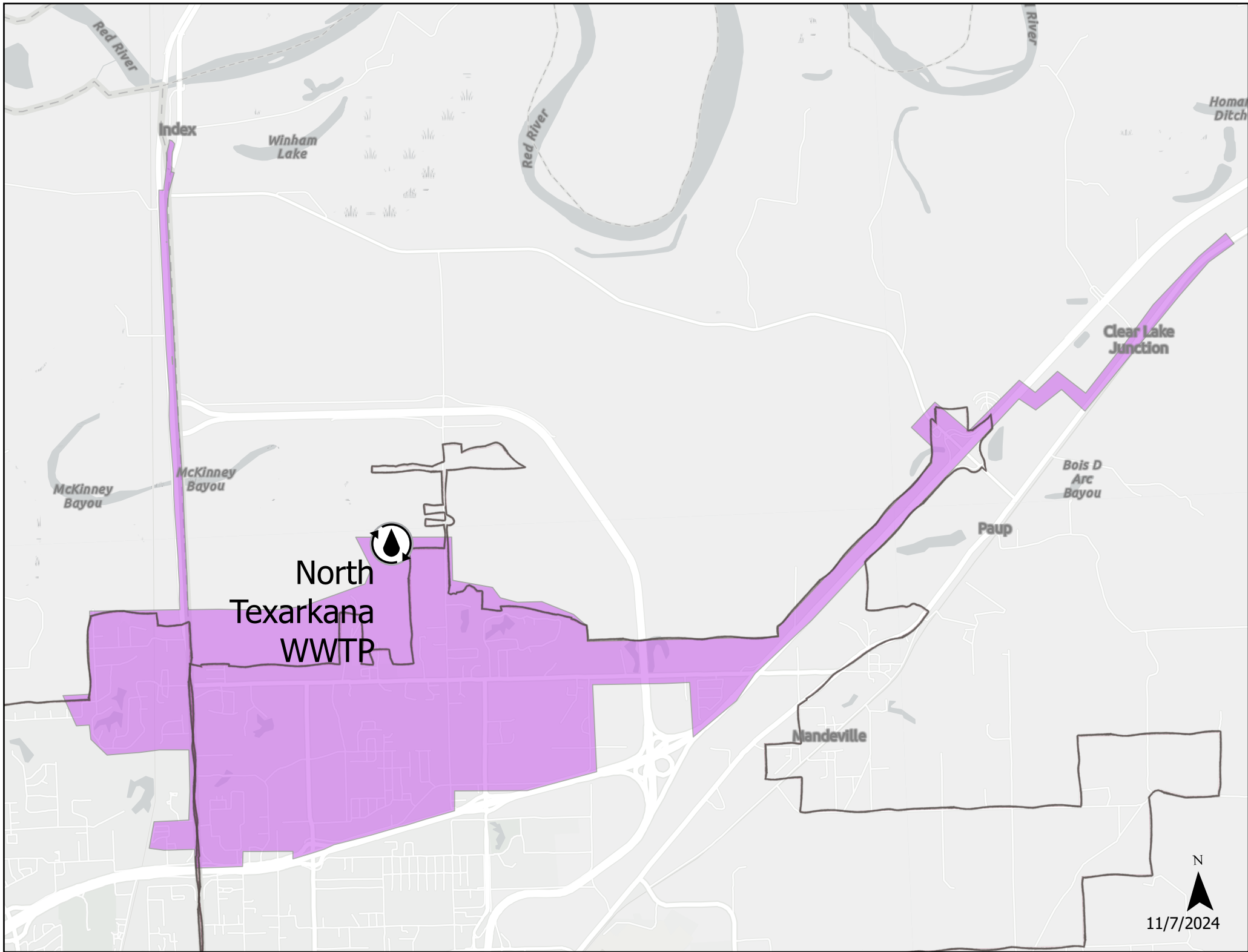
ATTEST [Signature]

(Seal)

A.L. FRANKS ENGINEERING, INC.

BY Anthony L. (Andy) Franks
Engineer
Anthony L. (Andy) Franks, President

ATTEST [Signature]



WORK ORDER FOR PROFESSIONAL SERVICES

TEXARKANA WATER UTILITIES

W. O. TWU-02-23

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

NORTH TEXARKANA WASTEWATER TREATMENT PLANT EXPANSION

Estimated Construction Amount: \$4,640,000.

1. Prepare Plans, Specifications and Bid Documents for Improvements.
2. Obtain necessary Project approvals
3. Assist in advertising project for bids.
4. Assist with bid opening, prepare bid tabulation and provide Engineer's recommendation with reference to project award.
5. Provide periodic engineering inspection and project management services.

The above described services are to be performed in accordance with the basic Agreement covering such engineering services by and between the Texarkana Water Utilities (Owner) and A.L. Franks Engineering, Inc. (Engineer) dated November 6th, 2015.

For performing the services described, the Engineer is to be paid based on percent complete with a maximum not to exceed amount of \$358,000.00 as indicated as follows:

Preparation of Plans, Specifications and Bid Documents	\$343,000.00
Bid Phase Engineering	\$5,000.00
Permitting	<u>\$10,000.00</u>
 TOTAL	 \$358,000.00

Inspection services during construction are estimated at \$174,000.00, based on a Construction Contract Time.

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

Sub-contract services not identified in this Work Order will be defined by the Engineer and paid direct by the Owner. Costs associated are not part of this Work Order.

The period of time estimated for completing the above described services through Bid Phase Engineering shall be Two Hundred Seventy (270) calendar days. Construction Management and Inspection will be increased proportionately should construction exceed the construction time of the specific construction contract.

APPROVED:

ACCEPTED:

TEXARKANA WATER UTILITIES

A.L FRANKS ENGINEERING, INC.

By: _____
Gary Smith
Executive Director

By: _____
Anthony L. (Andy) Franks, P.E.
President/CEO

ATTEST:

ATTEST:

DATE: _____

DATE: _____

ORDINANCE NO. 22-2022

AN ORDINANCE AMENDING CHAPTER 26 OF THE *CITY OF TEXARKANA, ARKANSAS, CODE OF ORDINANCES* TO PROVIDE FOR REVISIONS AS RELATED TO WATER AND SEWER SERVICES; AND FOR OTHER PURPOSES

WHEREAS, a water and sewer rate study recently undertaken by a third-party, being the first such study undertaken since 2001, concluded that to properly and adequately continue to provide water and sewer services, and also in order to appropriately consider, appropriate for, and implement capital improvement, upkeep, and maintenance, it is necessary and in the best interest of the City, the water and sewer utility, and those benefiting from and consuming the services of the utility, to implement a water and sewer rate increase structure and formula, to occur beginning in October 2022, and thereafter in each subsequent October through 2025, after which the normal processes for rate adjustment, absent further action of the Board, will resume; and

WHEREAS, in addition to day-to-day operational expense requirements created by regular operation, growth and expansion of services throughout the years, the increases are also designed to allow for, including, but not limited to, the following improvements: at the Millwood Wastewater Treatment Plant (WTP) - upgrade from a 15 Million Gallons per Day (MGD) plant to a 35 MGD plant, replace the filter valves, clean the sludge ponds, install baffles in clearwells, Supervisory Control and Data Acquisition (SCADA) Upgrade, line the floors of the settling basins, and routine maintenance requirements; at the Wright Patman WTP – line the settling basins, replace influent valves and actuators, parking lot/road repair, install vents at the 3.0 Million Gallon (MG) clearwells, replace the chemical tanks, enclose the drainage ditch, and routine maintenance requirements; at the North Texarkana Waste Water Treatment Plant (WWTP) – expand the plant to a 2.0 MGD plant,

driveway and parking lot repairs, and routine maintenance requirements; at the South Regional WWTP – roof repairs, replace existing Variable Frequency Drives (VFDs), centrifuge rebuilds, and routine maintenance requirements; at the Compost site – new operations building, new concrete, new grinder, and routine maintenance requirements; and within Texarkana, Arkansas, in particular, the loop of dead end mains, a hydraulic water analysis and master plan, automated metering systems, a new 500,000 gallon Elevated Tank (ET) to replace the Lakewood Standpipe, chlorine conversion project, water system improvements, extension of sewer to unserved structures, installation of new manholes where required, installation of emergency generators at lift stations, hydraulic analysis and sewer master plan, sewer system improvements, Tennessee Road sewer extension, identification and replacement of lead and galvanized water services, operation building, wash bay, building for Closed-circuit Television (CCTV) van and equipment, an awning over shop doors, repair and seal of shop floors, repair and update of shop offices and roof, replacement of deteriorated water mains, replacement of mains under 6”, replacement of a 12” water main with a 24” water main along Loop 245 from Highway 82 to Booster Station, replacement of Asbestos Cement (AC) water mains, replacement of a section of 16” main on Sugarhill Road, replacement of a section of 36” main on North Stateline Avenue, improvements to Nix Creek, sewer main replacement or lining of existing manholes, improvements on Porter Street, a new 12” water line from Boyd Road to Highway 237 past Old Blackman Ferry Road, and the replacement of 2” and 3” water mains with 6” water mains along Dooley Ferry Road; and

WHEREAS, in total, such anticipated projects are estimated to cost \$60,000,000.00, and accordingly, the following rate increases are also designed to also provide for payment of the estimated principal and interest on one or more projected bond issuances totaling an estimated \$53,000,000.00 which are anticipated to be proposed to the Board for consideration in coming months and thereafter;

BE IT ORDAINED by the Board of Directors of the City of Texarkana, Arkansas, that Chapter 26, of the *City of Texarkana, Arkansas, Code of Ordinances*, (the “Code”), Water and Wastewater Service Charges, is hereby amended as follows, to wit:

Section 1. The following definition is added to Section 26-26 of the *Code*:

Multiple Commercial: A commercial or structure building, containing two or more separately demised sections or units, but served by a single meter.

Section 2. Treated Water Supply.

Section 26-28(a)(1) (including all narrative and three existing charts) is deleted and replaced with the following:

- (1) The rates for treated water services to residential customers rendered by the department of water utilities of the City shall be as follows (unless specifically designated below, residential water services rendered to water connections outside the City limits shall be at a rate fifty percent (50.00%) higher than the corresponding rate for inside the City limits):

Inside City Limits (Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.87	\$12.64	\$14.69	\$16.66	\$17.35
3/4"	\$10.87	12.64	14.69	16.66	17.35
1"	\$10.87	15.45	21.22	27.77	28.92
1 1/2"	10.87	22.47	37.54	55.53	57.83
2"	10.87	30.90	57.13	88.85	92.53
3"	10.87	50.56	102.83	166.60	173.50
4"	10.87	78.65	168.12	277.67	289.17
6"	10.87	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.03	4.68	5.44	6.17	6.43
5,001 – 10,000 gallons	4.03	4.68	6.12	7.71	8.04
>10,000 gallons	4.03	4.68	6.89	9.64	10.05

Outside City Limits (Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.31	\$18.96	\$22.04	\$24.99	\$26.03
3/4"	16.31	18.96	22.04	24.99	26.03
1"	16.31	23.18	31.83	41.66	43.38
1 1/2"	16.31	33.71	56.31	83.30	86.75
2"	16.31	46.35	85.70	133.28	138.80
3"	16.31	75.84	154.25	249.90	260.25
4"	16.31	117.98	252.18	416.51	433.76
6"	16.31	223.31	497.01	833.00	867.50
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	6.04	7.02	8.16	9.26	9.65
5,001 – 10,000 gallons	6.04	7.02	9.18	11.57	12.06
>10,000 gallons	6.04	7.02	10.34	14.46	15.08

Inside City Limits (Residential Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.87	\$12.64	\$14.69	\$16.66	\$17.35
3/4"	10.87	12.64	14.69	16.66	17.35
1"	10.87	15.45	21.22	27.77	28.92
1 1/2"	10.87	22.47	37.54	55.53	57.83
2"	10.87	30.90	57.13	88.85	92.53
3"	10.87	50.56	102.83	166.60	173.50
4"	10.87	78.65	168.12	277.67	289.17
6"	10.87	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.03	4.68	5.44	6.17	6.43
5,001 – 10,000 gallons	4.03	4.68	6.12	7.71	8.04
>10,000 gallons	4.03	4.68	6.89	9.64	10.05

Outside City Limits (Residential Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.31	\$18.96	\$22.04	\$24.99	\$26.03
3/4"	16.31	18.96	22.04	24.99	26.03
1"	16.31	23.18	31.83	41.66	43.38
1 1/2"	16.31	33.71	56.31	83.30	86.75
2"	16.31	46.35	85.70	133.28	138.80
3"	16.31	75.84	154.25	249.90	260.25
4"	16.31	117.98	252.18	416.51	433.76
6"	16.31	223.31	497.01	833.00	867.50
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	6.04	7.02	8.16	9.26	9.65
5,001 – 10,000 gallons	6.04	7.02	9.18	11.57	12.06
>10,000 gallons	6.04	7.02	10.34	14.46	15.08

The water rates for the areas known as Mandeville and Union are to be as follows:

Inside City (Mandeville Water Supply Corporation - Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.00	\$12.64	\$14.69	\$16.66	\$17.35
3/4"	10.00	12.64	14.69	16.66	17.35
1"	10.00	15.45	21.22	27.77	28.92
1 ½"	10.00	22.47	37.54	55.53	57.83
2"	10.00	30.90	57.13	88.85	92.53
3"	10.00	50.56	102.83	166.60	173.50
4"	10.00	78.65	168.12	277.67	289.17
6"	10.00	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 1,000 gallons	\$-	\$-	\$-	\$-	\$-
1,000 – 2,000 gallons	3.00	-	-	-	-
2,001 – 5,000 gallons	3.00	4.68	5.44	6.17	6.43
5,001 – 10,000 gallons	2.50	4.68	6.12	7.71	8.04
>10,000 gallons	1.75	4.68	6.89	9.64	10.05

Outside City (Mandeville Water Supply Corporation - Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.00	\$18.96	\$22.04	\$24.99	\$26.03
3/4"	10.00	18.96	22.04	24.99	26.03
1"	10.00	23.18	31.83	41.66	43.38
1 ½"	10.00	33.71	56.31	83.30	86.75
2"	10.00	46.35	85.70	133.28	138.80
3"	10.00	75.84	154.25	249.90	260.25
4"	10.00	117.98	252.18	416.51	433.76
6"	10.00	223.31	497.01	833.00	867.50
Volume charge per 1,000 gallons					
0 – 1,000 gallons	\$-	\$-	\$-	\$-	\$-
1,000 – 2,000 gallons	3.00	-	-	-	-
2,001 – 5,000 gallons	3.00	7.02	8.16	9.26	9.65
5,001 – 10,000 gallons	2.50	7.02	9.18	11.57	12.06
>10,000 gallons	1.75	7.02	10.34	14.46	15.08

Inside City (Mandeville Water Supply Corporation - Residential Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.00	\$12.64	\$14.69	\$16.66	\$17.35
3/4"	10.00	12.64	14.69	16.66	17.35
1"	10.00	15.45	21.22	27.77	28.92
1 ½"	10.00	22.47	37.54	55.53	57.83
2"	10.00	30.90	57.13	88.85	92.53
3"	10.00	50.56	102.83	166.60	173.50
4"	10.00	78.65	168.12	277.67	289.17
6"	10.00	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 1,000 gallons	\$-	\$-	\$-	\$-	\$-
1,000 – 2,000 gallons	3.00	-	-	-	-
2,001 – 5,000 gallons	3.00	4.68	5.44	6.17	6.43
5,001 – 10,000 gallons	2.50	4.68	6.12	7.71	8.04
>10,000 gallons	1.75	4.68	6.89	9.64	10.05

Inside City (Union Water Supply Corporation - Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$16.80	\$16.80	\$16.80	\$17.35
3/4"	16.80	16.80	16.80	16.80	17.35
1"	16.80	16.80	21.22	27.77	28.92
1 ½"	16.80	22.47	37.54	55.53	57.83
2"	16.80	30.90	57.13	88.85	92.53
3"	16.80	50.56	102.83	166.60	173.50
4"	16.80	78.65	168.12	277.67	289.17
6"	16.80	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	4.00	5.44	6.17	6.43
5,001 – 10,000 gallons	4.00	4.00	6.12	7.71	8.04
>10,000 gallons	4.00	4.00	6.89	9.64	10.05

Outside City (Union Water Supply Corporation - Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$18.96	\$22.04	\$24.99	\$26.03
3/4"	16.80	18.96	22.04	24.99	26.03
1"	16.80	23.18	31.83	41.66	43.38
1 ½"	16.80	33.71	56.31	83.30	86.75
2"	16.80	46.35	85.70	133.28	138.80
3"	16.80	75.84	154.25	249.90	260.25
4"	16.80	117.98	252.18	416.51	433.76
6"	16.80	223.31	497.01	833.00	867.50
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	7.02	8.16	9.26	9.65
5,001 – 10,000 gallons	4.00	7.02	9.18	11.57	12.06
>10,000 gallons	4.00	7.02	10.34	14.46	15.08

Inside City (Union Water Supply Corporation – Residential Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$16.80	\$16.80	\$16.80	\$17.35
3/4"	16.80	16.80	16.80	16.80	17.35
1"	16.80	16.80	21.22	27.77	28.92
1 ½"	16.80	22.47	37.54	55.53	57.83
2"	16.80	30.90	57.13	88.85	92.53
3"	16.80	50.56	102.83	166.60	173.50
4"	16.80	78.65	168.12	277.67	289.17
6"	16.80	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	4.68	5.44	6.17	6.43
5,001 – 10,000 gallons	4.00	4.68	6.12	7.71	8.04
>10,000 gallons	4.00	4.68	6.89	9.64	10.05

Outside City (Union Water Supply Corporation - Residential Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$18.96	\$22.04	\$24.99	\$26.03
3/4"	16.80	18.96	22.04	24.99	26.03
1"	16.80	23.18	31.83	41.66	43.38
1 ½"	16.80	33.71	56.31	83.30	86.75
2"	16.80	46.35	85.70	133.28	138.80
3"	16.80	75.84	154.25	249.90	260.25
4"	16.80	117.98	252.18	416.51	433.76
6"	16.80	223.31	497.01	833.00	867.50
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	7.02	8.16	9.26	9.65
5,001 – 10,000 gallons	4.00	7.02	9.18	11.57	12.06
>10,000 gallons	4.00	7.02	10.34	14.46	15.08

And, further, Section 26-28(a)(2) is deleted in its entirety (chart and narrative) and replaced with the following:

(2) The rates and charges for treated commercial water services rendered by the department of water utilities of the City shall be as follows (unless specifically designated below, commercial water services rendered to water connections outside the City limits shall be at a rate fifty percent (50.00%) higher than the corresponding rate for inside the City limits):

Treated Water Rates for City of Texarkana, Arkansas Commercial Customers

Inside City (Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$12.37	\$14.38	\$16.71	\$18.95	\$19.74
3/4"	12.37	14.38	16.71	18.95	19.74
1"	14.12	18.93	24.93	31.58	32.90
1 ½"	15.91	28.30	44.30	63.17	65.80
2"	17.67	39.26	67.37	101.07	105.28
3"	35.34	75.32	127.31	189.50	197.40
4"	53.00	120.97	209.53	315.83	329.00
6"	88.35	228.25	411.12	631.67	658.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	3.01	3.50	4.07	4.62	4.81
5,001 – 10,000 gallons	3.01	3.50	4.07	4.62	4.81
>10,000 gallons	3.01	3.50	4.07	4.62	4.81

Outside City (Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$18.55	\$21.57	\$25.07	\$28.43	\$29.61
3/4"	18.55	21.57	25.07	28.43	29.61
1"	21.18	28.40	37.40	47.37	49.35
1 ½"	23.86	42.45	66.45	94.76	98.70
2"	26.50	58.89	101.06	151.61	157.92
3"	53.00	112.98	190.97	284.25	296.10
4"	79.50	181.46	314.30	473.75	493.50
6"	132.52	342.38	616.68	947.51	987.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.52	5.25	6.11	6.93	7.22
5,001 – 10,000 gallons	4.52	5.25	6.11	6.93	7.22
>10,000 gallons	4.52	5.25	6.11	6.93	7.22

Inside City (Commercial Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$12.37	\$14.38	\$16.71	\$18.95	\$19.74
3/4"	12.37	14.38	16.71	18.95	19.74
1"	14.12	18.93	24.93	31.58	32.90
1 1/2"	15.91	28.30	44.30	63.17	65.80
2"	17.67	39.26	67.37	101.07	105.28
3"	35.34	75.32	127.31	189.50	197.40
4"	53.00	120.97	209.53	315.83	329.00
6"	88.35	228.25	411.12	631.67	658.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	3.01	3.50	4.07	4.62	4.81
5,001 – 10,000 gallons	3.01	3.50	4.07	4.62	4.81
>10,000 gallons	3.01	3.50	4.07	4.62	4.81

Outside City (Commercial Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$18.55	\$21.57	\$25.07	\$28.43	\$29.61
3/4"	18.55	21.57	25.07	28.43	29.61
1"	21.18	28.40	37.40	47.37	49.35
1 1/2"	23.86	42.45	66.45	94.76	98.70
2"	26.50	58.89	101.06	151.61	157.92
3"	53.00	112.98	190.97	284.25	296.10
4"	79.50	181.46	314.30	473.75	493.50
6"	132.52	342.38	616.68	947.51	987.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.52	5.25	6.11	6.93	7.22
5,001 – 10,000 gallons	4.52	5.25	6.11	6.93	7.22
>10,000 gallons	4.52	5.25	6.11	6.93	7.22

Treated Water Rates for Mandeville Service Area Commercial Customers

Inside City (Mandeville Water Supply Corporation - Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.00	\$14.38	\$16.71	\$18.95	\$19.74
3/4"	10.00	14.38	16.71	18.95	19.74
1"	10.00	18.93	24.93	31.58	32.90
1 1/2"	10.00	28.30	44.30	63.17	65.80
2"	10.00	39.26	67.37	101.07	105.28
3"	10.00	75.32	127.31	189.50	197.40
4"	10.00	120.97	209.53	315.83	329.00
6"	10.00	228.25	411.12	631.67	658.00
Volume charge per 1,000 gallons					
0 – 1,000 gallons	\$-	\$-	\$-	\$-	\$-
1,000 – 2,000 gallons	3.00	-	-	-	-
2,001 – 5,000 gallons	3.00	3.50	4.07	4.62	4.81
5,001 – 10,000 gallons	2.50	3.50	4.07	4.62	4.81
>10,000 gallons	1.75	3.50	4.07	4.62	4.81

Outside City (Mandeville Water Supply Corporation - Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.00	\$21.57	\$25.07	\$28.43	\$29.61
3/4"	10.00	21.57	25.07	28.43	29.61
1"	10.00	28.40	37.40	47.37	49.35
1 1/2"	10.00	42.45	66.45	94.76	98.70
2"	10.00	58.89	101.06	151.61	157.92
3"	10.00	112.98	190.97	284.25	296.10
4"	10.00	181.46	314.30	473.75	493.50
6"	10.00	342.38	616.68	947.51	987.00
Volume charge per 1,000 gallons					
0 – 1,000 gallons	\$-	\$-	\$-	\$-	\$-
1,000 – 2,000 gallons	3.00	-	-	-	-
2,001 – 5,000 gallons	3.00	5.25	6.11	6.93	7.22
5,001 – 10,000 gallons	2.50	5.25	6.11	6.93	7.22
>10,000 gallons	1.75	5.25	6.11	6.93	7.22

Treated Water Rates for Union Service Area Commercial Customers

Inside City (Union Water Supply Corporation - Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$16.80	\$16.80	\$18.95	\$19.74
3/4"	16.80	16.80	16.80	18.95	19.74
1"	16.80	18.93	24.93	31.58	32.90
1 ½"	16.80	28.30	44.30	63.17	65.80
2"	16.80	39.26	67.37	101.07	105.28
3"	16.80	75.32	127.31	189.50	197.40
4"	16.80	120.97	209.53	315.83	329.00
6"	16.80	228.25	411.12	631.67	658.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	4.00	4.07	4.62	4.81
5,001 – 10,000 gallons	4.00	4.00	4.07	4.62	4.81
>10,000 gallons	4.00	4.00	4.07	4.62	4.81

Outside City (Union Water Supply Corporation - Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$21.57	\$25.07	\$28.43	\$29.61
3/4"	16.80	21.57	25.07	28.43	29.61
1"	16.80	28.40	37.40	47.37	49.35
1 ½"	16.80	42.45	66.45	94.76	98.70
2"	16.80	58.89	101.06	151.61	157.92
3"	16.80	112.98	190.97	284.25	296.10
4"	16.80	181.46	314.30	473.75	493.50
6"	16.80	342.38	616.68	947.51	987.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	5.25	6.11	6.93	7.22
5,001 – 10,000 gallons	4.00	5.25	6.11	6.93	7.22
>10,000 gallons	4.00	5.25	6.11	6.93	7.22

Section 3. The chart contained in Section 26-29(a)(1) is deleted and replaced with the following:

Sewer Rates for City of Texarkana, Arkansas, Residential Customers

Inside City Residential (Excluding Multiple Family Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge	\$12.79	\$14.87	\$17.28	\$19.60	\$20.41
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 15,000 gallons	4.60	\$5.34	\$6.21	\$7.04	\$7.33
>15,000 gallons	-	-	-	-	-

Multiple Family Residential

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge	\$11.79	\$13.70	\$15.93	\$18.06	\$18.81
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 15,000 gallons	4.24	4.92	5.72	6.49	6.76
>15,000 gallons	-	-	-	-	-

And, further, the chart contained in Section 26-29(2) is deleted and replaced with the following:

Sewer Rates for City of Texarkana, Arkansas Commercial Customers

Inside City Commercial (Excluding Multiple Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge	\$12.79	\$14.87	\$17.28	\$19.60	\$20.41
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
> 2,000 gallons	5.36	\$6.24	\$7.25	\$8.22	\$8.56

Outside City Commercial (Excluding Multiple Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge	\$19.19	\$22.30	\$25.92	\$29.39	\$30.62
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
> 2,000 gallons	8.05	\$9.35	\$10.87	\$12.33	\$12.84

Sewer Rates for City of Texarkana, Arkansas

Multiple Commercial Customers

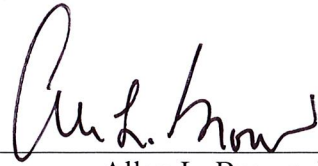
	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge	\$ 11.79	\$13.70	\$15.93	\$18.06	\$18.81
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
> 2,000 gallons	4.94	5.75	6.68	7.57	7.89

Section 4. Section 26-34 of the *Code* is hereby deleted and restated as follows:

Section 26-34 – Rate Adjustments. On the first day of January of each year, beginning January 1, 2026, the water and sewer rates then in effect will be adjusted in an amount equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor, using the index entitled “Consumer Price Index - All Items and Major Group Figures for all Urban Consumers (CPI-U) South Region (1982-84 = 100)” (or the nearest comparable data on changes in the cost of living if such index is no longer published) as determined by comparison of the above-identified CPI figure for previously occurring January 1. This change will affect all minimum charges, volume charges, unmetered rates, and wholesale water rates. Notwithstanding the foregoing, in no event shall this provision operate to decrease any water or sewer rate.

Section 5. Except as specifically set forth above, the *Code* remains unmodified and in full force and effect.

PASSED AND APPROVED this 1st day of August, 2022.



Allen L. Brown, Mayor

ATTEST:


Heather Soyars, City Clerk

APPROVED:


George Matteson, City Attorney



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the City Manager to enter into a contract with Spears Engineering Company for the design of the North Stateline Avenue 36 Inch Water Line Replacement Project. (TWU) Executive Director Gary Smith

AGENDA DATE: November 18, 2024

ITEM TYPE: Ordinance ☐ Resolution ☒ Other ☐: _____

DEPARTMENT: Texarkana Water Utilities

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

REQUEST: Resolution authorizing the City Manager to enter into a contract with Spears Engineering Company for the North Stateline 36 Inch Water Line Replacement Project.

EMERGENCY CLAUSE: None needed.

SUMMARY: This project replaces a section of a mainline transmission main that has shown signs of deterioration thru several leaks over the past few years. Texarkana Water Utilities is preparing to replace approximately 4,000 feet of thirty-six-inch (36") water mains along North Stateline beginning at Sugar Hill Road and going south approximately 4,000 feet. This project will greatly reduce the water loss and expenses. This 36-inch water transmission main is crucial to all of the residents and consumers because failure of this main would be catastrophic. This project is included in Ordinance No. 22-2022 and is being funded with the Waterworks and Sewer Facilities Revenue Bonds, Series 2023. The Utility staff has determined that an outside engineering firm will be required to design the proposed relocation. The Utility recommends Spears Engineering Company for this project due to their familiarity with this type of work. The proposed contract is for \$233,000 based on a construction cost of \$3,551,000. This fee will include the plans and specifications required for this design. Engineering staff has reviewed the engineering fee and has determined that it is within the acceptable engineering fee range for this type of project.

EXPENSE REQUIRED: \$233,000.00

AMOUNT BUDGETED: \$ N/A

APPROPRIATION REQUIRED:	\$ None
RECOMMENDED ACTION:	Utility staff recommends approval.
EXHIBITS:	Resolution, ATTH01 Agreement for Engineering Services ATTH02 Ordinance No. 22-2022

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 Spears Engineering Company, LLC., for the design of the North Stateline Avenue 36 Inch Water Line Replacement Project; and

WHEREAS, this project will replace a crucial section of mainline transmission main that has shown signs of deterioration through several leaks over the past few years; and

WHEREAS, TWU is preparing to replace approximately 4,000 feet of thirty-six-inch (36") water mains along North Stateline beginning at Sugar Hill Road and going south approximately 4,000 feet; and

WHEREAS, TWU recommends that Spears Engineering Company, LLC., be selected as an outside engineering firm due to their familiarity with this type of work; and

WHEREAS, Spears Engineering Company, LLC., submitted a proposed contract in the amount of \$233,000.00 based on a construction cost of \$3,551,000.00; and

WHEREAS, this project is included in Ordinance No. 22-2022 and is being funded with the Waterworks and Sewer Facilities Revenue Bonds, Series 2023;

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 Spears Engineering Company, LLC., for the purposes set forth above with funding from the sources so indicated.

PASSED AND APPROVED this 18th day of November 2024.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

AGREEMENT FOR ENGINEERING SERVICES

This Agreement, made this 21st day of October, 2024, by and between the Texarkana Water Utilities, hereafter referred to as the OWNER, and Spears Engineering Company, LLC, hereinafter referred to as the ENGINEER:

THE OWNER intends to install approximately 4,000 linear feet of thirty-six-inch (36") water main in two phases along N. Stateline in Texarkana, Miller County, Arkansas for which the ENGINEER agrees to perform the various professional engineering services for the design of both phases and construction of phase one consisting of approximately 1,800 linear feet of thirty-six-inch (36") water main along N. Stateline Avenue in Texarkana, Miller County, Arkansas.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - ENGINEERING SERVICES

The ENGINEER shall furnish engineering services as follows:

1. The ENGINEER will attend conferences with the OWNER or other interested parties as may be reasonably necessary.
2. The ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on the final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof.
3. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 5 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
4. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER four sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, electronic files, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
5. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of a map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof
6. The ENGINEER will attend the bid opening and tabulate the bid proposals, make an analysis of the bids, and make recommendations for awarding contracts for construction.
7. The ENGINEER will review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
8. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance

(Section A - continued)

by any contractor.

9. The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.
10. The ENGINEER will provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractor is conforming with the design concept. The ENGINEER shall not, during site visits or as a result of the observations of the contractor's work in progress, supervise, direct, or have control over contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by contractor, for safety precautions and programs incident to contractor's work, or for any failure of contractor to comply with Laws and Regulations applicable to contractor's furnishing and performing the Work. Accordingly, the ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the Contract Documents.
11. ~~Unless notified by the OWNER in writing that the OWNER will provide for resident inspection, the ENGINEER will provide resident construction inspection. The ENGINEER'S undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.~~ **OWNER will provide Resident Inspection.**
12. The ENGINEER will review the contractor's applications for progress and final payment and, when approved, submit same to the OWNER for payment.
13. The ENGINEER will prepare necessary contract change orders for approval of the OWNER and others on a timely basis.
14. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit a statement of completion to and obtain the written acceptance of the facility from the OWNER.
15. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident inspector and from the resident inspector's construction data.
16. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be furnished without additional charge except for travel and subsistence costs. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.
17. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEER'S functions and services required under this Agreement.
18. The ENGINEER will complete final plans, specifications and contract documents and submit for approval of the OWNER and all State regulatory agencies within sixty (60) calendar days from the date of authorization unless otherwise agreed to by both parties.

If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion will be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable causes beyond the control and without the fault or negligence of the ENGINEER.

SECTION B - COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for design and contract administration engineering services in the amount of: (Select (a) or ~~(b)~~)

(a) Two Hundred Thirty-three Thousand Dollars (\$ 233,000.00)

or

~~(b) As shown in Attachment 1~~

~~When Attachment 1 is used to establish compensation for the design and contract administration services, the actual construction costs on which compensation is determined shall exclude legal fees, administrative costs, engineering fees, land rights, acquisition costs, water costs, and interest expense incurred during the construction period.~~

2. The compensation for preliminary engineering services, design and contract administration services shall be payable as follows:
- (a) A sum which equals seventy percent (70%) of the total compensation payable under Section B-1, after completion and submission of the construction drawings, specifications, cost estimates, and contract documents, and the acceptance of the same by OWNER.
 - (b) A sum which, together with the compensation provided in Section B-2-(a) above, equals eighty percent (80%) of the compensation payable immediately after the construction contracts are awarded.
 - (c) A sum equal to fifteen percent (15%) of the compensation will be paid on a monthly basis for general engineering review of the contractor's work during the construction period on percentage ratios identical to those approved by the ENGINEER as a basis upon which to make partial payments to the contractor(s). However, payment under this paragraph and of such additional sums as are due the ENGINEER by reason of any necessary adjustments in the payment computations will be in an amount so that the aggregate of all sums paid to the ENGINEER will equal ninety-five (95%) of the compensation. A final payment to equal 100 percent shall be made when it is determined that all services required by this Agreement have been completed except for the services set forth in Section A-16 hereof.

SECTION C - COMPENSATION FOR RESIDENT INSPECTION AS SET FORTH IN SECTION A-11

~~When the ENGINEER provides resident inspection, the ENGINEER will, prior to the preconstruction conference, submit a resume of the resident inspector's qualifications, anticipated duties and responsibilities for approval by the OWNER. The OWNER agrees to pay the ENGINEER for such services in accordance with the schedule set out in Attachment 1. The ENGINEER will render to OWNER for such services an itemized bill, once each month, for compensation for such services performed hereunder during such period, the same to be due and payable by the OWNER to the ENGINEER on or before the 10th day of the following period.~~

Under normal construction circumstances, and for the proposed construction period of _____ days, the cost of resident inspection is estimated to be \$ _____. Actual fee for inspection services shall be as shown in Attachment 1.

Resident Inspection by OWNER.

SECTION D - ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER'S office.
2. Laboratory tests, well tests, borings, specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
3. Property surveys, detailed description of sites, maps, drawings, easements, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for water rights, water adjudication, and litigation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER.
6. Preparing to serve or serving as a consultant or witness for OWNER before courts or boards on matters of litigation or hearings related to the project.
7. Performance of detailed staking necessary for construction of the project in excess of the control staking set forth in Section A-9.
8. Other services performed or furnished by the ENGINEER not otherwise provided for in this Agreement, including changes in project scope of work.

Payment for the services specified in this Section D shall be as agreed in writing between the OWNER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period. Rates shall be per the attached Spears Engineering Company Schedule of Rates and Charges for Engineering Services.

SECTION E - INTEREST ON UNPAID SUMS

If OWNER fails to make any payment due ENGINEER within 60 days for services and expenses and funds are available for the project then the ENGINEER shall be entitled to interest at the rate of ten (10) percent per annum from said 60th day, not to exceed an annual rate of 12 percent.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER: Texarkana Water Utilities

By: _____

Type Name: Gary Smith, P.E., Executive Director

Date: _____

ENGINEER: Spears Engineering Company, LLC

By: 

Type Name: C. Glen Spears, P.E., Owner

Date: 10/23/2024

SPEARS ENGINEERING COMPANY
SCHEDULE OF RATES AND CHARGES FOR ENGINEERING SERVICES

PERSONNEL

RATE PER HOUR

Survey (by Sub-Consultant)

Two-man party

\$ 170.00

Registered Land Surveyor

\$ 100.00

Construction Inspection

Resident Engineer

\$ 140.00

Resident Inspector

\$ 65.00

Engineering & General Supervisor

Principal or Officer of Firm

\$ 140.00

Project Engineer

\$ 140.00

Field or Design Technician

\$ 65.00

Senior Support Staff

\$ 65.00

Support Staff

\$ 45.00

Owner's Initials: _____

Engineer's Initials: SE

ORDINANCE NO. 22-2022

AN ORDINANCE AMENDING CHAPTER 26 OF THE *CITY OF TEXARKANA, ARKANSAS, CODE OF ORDINANCES* TO PROVIDE FOR REVISIONS AS RELATED TO WATER AND SEWER SERVICES; AND FOR OTHER PURPOSES

WHEREAS, a water and sewer rate study recently undertaken by a third-party, being the first such study undertaken since 2001, concluded that to properly and adequately continue to provide water and sewer services, and also in order to appropriately consider, appropriate for, and implement capital improvement, upkeep, and maintenance, it is necessary and in the best interest of the City, the water and sewer utility, and those benefiting from and consuming the services of the utility, to implement a water and sewer rate increase structure and formula, to occur beginning in October 2022, and thereafter in each subsequent October through 2025, after which the normal processes for rate adjustment, absent further action of the Board, will resume; and

WHEREAS, in addition to day-to-day operational expense requirements created by regular operation, growth and expansion of services throughout the years, the increases are also designed to allow for, including, but not limited to, the following improvements: at the Millwood Wastewater Treatment Plant (WTP) - upgrade from a 15 Million Gallons per Day (MGD) plant to a 35 MGD plant, replace the filter valves, clean the sludge ponds, install baffles in clearwells, Supervisory Control and Data Acquisition (SCADA) Upgrade, line the floors of the settling basins, and routine maintenance requirements; at the Wright Patman WTP – line the settling basins, replace influent valves and actuators, parking lot/road repair, install vents at the 3.0 Million Gallon (MG) clearwells, replace the chemical tanks, enclose the drainage ditch, and routine maintenance requirements; at the North Texarkana Waste Water Treatment Plant (WWTP) – expand the plant to a 2.0 MGD plant,

driveway and parking lot repairs, and routine maintenance requirements; at the South Regional WWTP – roof repairs, replace existing Variable Frequency Drives (VFDs), centrifuge rebuilds, and routine maintenance requirements; at the Compost site – new operations building, new concrete, new grinder, and routine maintenance requirements; and within Texarkana, Arkansas, in particular, the loop of dead end mains, a hydraulic water analysis and master plan, automated metering systems, a new 500,000 gallon Elevated Tank (ET) to replace the Lakewood Standpipe, chlorine conversion project, water system improvements, extension of sewer to unserved structures, installation of new manholes where required, installation of emergency generators at lift stations, hydraulic analysis and sewer master plan, sewer system improvements, Tennessee Road sewer extension, identification and replacement of lead and galvanized water services, operation building, wash bay, building for Closed-circuit Television (CCTV) van and equipment, an awning over shop doors, repair and seal of shop floors, repair and update of shop offices and roof, replacement of deteriorated water mains, replacement of mains under 6”, replacement of a 12” water main with a 24” water main along Loop 245 from Highway 82 to Booster Station, replacement of Asbestos Cement (AC) water mains, replacement of a section of 16” main on Sugarhill Road, replacement of a section of 36” main on North Stateline Avenue, improvements to Nix Creek, sewer main replacement or lining of existing manholes, improvements on Porter Street, a new 12” water line from Boyd Road to Highway 237 past Old Blackman Ferry Road, and the replacement of 2” and 3” water mains with 6” water mains along Dooley Ferry Road; and

WHEREAS, in total, such anticipated projects are estimated to cost \$60,000,000.00, and accordingly, the following rate increases are also designed to also provide for payment of the estimated principal and interest on one or more projected bond issuances totaling an estimated \$53,000,000.00 which are anticipated to be proposed to the Board for consideration in coming months and thereafter;

BE IT ORDAINED by the Board of Directors of the City of Texarkana, Arkansas, that Chapter 26, of the *City of Texarkana, Arkansas, Code of Ordinances*, (the “Code”), Water and Wastewater Service Charges, is hereby amended as follows, to wit:

Section 1. The following definition is added to Section 26-26 of the *Code*:

Multiple Commercial: A commercial or structure building, containing two or more separately demised sections or units, but served by a single meter.

Section 2. Treated Water Supply.

Section 26-28(a)(1) (including all narrative and three existing charts) is deleted and replaced with the following:

- (1) The rates for treated water services to residential customers rendered by the department of water utilities of the City shall be as follows (unless specifically designated below, residential water services rendered to water connections outside the City limits shall be at a rate fifty percent (50.00%) higher than the corresponding rate for inside the City limits):

Inside City Limits (Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.87	\$12.64	\$14.69	\$16.66	\$17.35
3/4"	\$10.87	12.64	14.69	16.66	17.35
1"	\$10.87	15.45	21.22	27.77	28.92
1 1/2"	10.87	22.47	37.54	55.53	57.83
2"	10.87	30.90	57.13	88.85	92.53
3"	10.87	50.56	102.83	166.60	173.50
4"	10.87	78.65	168.12	277.67	289.17
6"	10.87	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.03	4.68	5.44	6.17	6.43
5,001 – 10,000 gallons	4.03	4.68	6.12	7.71	8.04
>10,000 gallons	4.03	4.68	6.89	9.64	10.05

Outside City Limits (Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.31	\$18.96	\$22.04	\$24.99	\$26.03
3/4"	16.31	18.96	22.04	24.99	26.03
1"	16.31	23.18	31.83	41.66	43.38
1 1/2"	16.31	33.71	56.31	83.30	86.75
2"	16.31	46.35	85.70	133.28	138.80
3"	16.31	75.84	154.25	249.90	260.25
4"	16.31	117.98	252.18	416.51	433.76
6"	16.31	223.31	497.01	833.00	867.50
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	6.04	7.02	8.16	9.26	9.65
5,001 – 10,000 gallons	6.04	7.02	9.18	11.57	12.06
>10,000 gallons	6.04	7.02	10.34	14.46	15.08

Inside City Limits (Residential Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.87	\$12.64	\$14.69	\$16.66	\$17.35
3/4"	10.87	12.64	14.69	16.66	17.35
1"	10.87	15.45	21.22	27.77	28.92
1 1/2"	10.87	22.47	37.54	55.53	57.83
2"	10.87	30.90	57.13	88.85	92.53
3"	10.87	50.56	102.83	166.60	173.50
4"	10.87	78.65	168.12	277.67	289.17
6"	10.87	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.03	4.68	5.44	6.17	6.43
5,001 – 10,000 gallons	4.03	4.68	6.12	7.71	8.04
>10,000 gallons	4.03	4.68	6.89	9.64	10.05

Outside City Limits (Residential Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.31	\$18.96	\$22.04	\$24.99	\$26.03
3/4"	16.31	18.96	22.04	24.99	26.03
1"	16.31	23.18	31.83	41.66	43.38
1 1/2"	16.31	33.71	56.31	83.30	86.75
2"	16.31	46.35	85.70	133.28	138.80
3"	16.31	75.84	154.25	249.90	260.25
4"	16.31	117.98	252.18	416.51	433.76
6"	16.31	223.31	497.01	833.00	867.50
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	6.04	7.02	8.16	9.26	9.65
5,001 – 10,000 gallons	6.04	7.02	9.18	11.57	12.06
>10,000 gallons	6.04	7.02	10.34	14.46	15.08

The water rates for the areas known as Mandeville and Union are to be as follows:

Inside City (Mandeville Water Supply Corporation - Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.00	\$12.64	\$14.69	\$16.66	\$17.35
3/4"	10.00	12.64	14.69	16.66	17.35
1"	10.00	15.45	21.22	27.77	28.92
1 ½"	10.00	22.47	37.54	55.53	57.83
2"	10.00	30.90	57.13	88.85	92.53
3"	10.00	50.56	102.83	166.60	173.50
4"	10.00	78.65	168.12	277.67	289.17
6"	10.00	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 1,000 gallons	\$-	\$-	\$-	\$-	\$-
1,000 – 2,000 gallons	3.00	-	-	-	-
2,001 – 5,000 gallons	3.00	4.68	5.44	6.17	6.43
5,001 – 10,000 gallons	2.50	4.68	6.12	7.71	8.04
>10,000 gallons	1.75	4.68	6.89	9.64	10.05

Outside City (Mandeville Water Supply Corporation - Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.00	\$18.96	\$22.04	\$24.99	\$26.03
3/4"	10.00	18.96	22.04	24.99	26.03
1"	10.00	23.18	31.83	41.66	43.38
1 ½"	10.00	33.71	56.31	83.30	86.75
2"	10.00	46.35	85.70	133.28	138.80
3"	10.00	75.84	154.25	249.90	260.25
4"	10.00	117.98	252.18	416.51	433.76
6"	10.00	223.31	497.01	833.00	867.50
Volume charge per 1,000 gallons					
0 – 1,000 gallons	\$-	\$-	\$-	\$-	\$-
1,000 – 2,000 gallons	3.00	-	-	-	-
2,001 – 5,000 gallons	3.00	7.02	8.16	9.26	9.65
5,001 – 10,000 gallons	2.50	7.02	9.18	11.57	12.06
>10,000 gallons	1.75	7.02	10.34	14.46	15.08

Inside City (Mandeville Water Supply Corporation - Residential Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.00	\$12.64	\$14.69	\$16.66	\$17.35
3/4"	10.00	12.64	14.69	16.66	17.35
1"	10.00	15.45	21.22	27.77	28.92
1 1/2"	10.00	22.47	37.54	55.53	57.83
2"	10.00	30.90	57.13	88.85	92.53
3"	10.00	50.56	102.83	166.60	173.50
4"	10.00	78.65	168.12	277.67	289.17
6"	10.00	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 1,000 gallons	\$-	\$-	\$-	\$-	\$-
1,000 – 2,000 gallons	3.00	-	-	-	-
2,001 – 5,000 gallons	3.00	4.68	5.44	6.17	6.43
5,001 – 10,000 gallons	2.50	4.68	6.12	7.71	8.04
>10,000 gallons	1.75	4.68	6.89	9.64	10.05

Inside City (Union Water Supply Corporation - Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$16.80	\$16.80	\$16.80	\$17.35
3/4"	16.80	16.80	16.80	16.80	17.35
1"	16.80	16.80	21.22	27.77	28.92
1 1/2"	16.80	22.47	37.54	55.53	57.83
2"	16.80	30.90	57.13	88.85	92.53
3"	16.80	50.56	102.83	166.60	173.50
4"	16.80	78.65	168.12	277.67	289.17
6"	16.80	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	4.00	5.44	6.17	6.43
5,001 – 10,000 gallons	4.00	4.00	6.12	7.71	8.04
>10,000 gallons	4.00	4.00	6.89	9.64	10.05

Outside City (Union Water Supply Corporation - Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$18.96	\$22.04	\$24.99	\$26.03
3/4"	16.80	18.96	22.04	24.99	26.03
1"	16.80	23.18	31.83	41.66	43.38
1 ½"	16.80	33.71	56.31	83.30	86.75
2"	16.80	46.35	85.70	133.28	138.80
3"	16.80	75.84	154.25	249.90	260.25
4"	16.80	117.98	252.18	416.51	433.76
6"	16.80	223.31	497.01	833.00	867.50
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	7.02	8.16	9.26	9.65
5,001 – 10,000 gallons	4.00	7.02	9.18	11.57	12.06
>10,000 gallons	4.00	7.02	10.34	14.46	15.08

Inside City (Union Water Supply Corporation – Residential Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$16.80	\$16.80	\$16.80	\$17.35
3/4"	16.80	16.80	16.80	16.80	17.35
1"	16.80	16.80	21.22	27.77	28.92
1 ½"	16.80	22.47	37.54	55.53	57.83
2"	16.80	30.90	57.13	88.85	92.53
3"	16.80	50.56	102.83	166.60	173.50
4"	16.80	78.65	168.12	277.67	289.17
6"	16.80	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	4.68	5.44	6.17	6.43
5,001 – 10,000 gallons	4.00	4.68	6.12	7.71	8.04
>10,000 gallons	4.00	4.68	6.89	9.64	10.05

Outside City (Union Water Supply Corporation - Residential Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$18.96	\$22.04	\$24.99	\$26.03
3/4"	16.80	18.96	22.04	24.99	26.03
1"	16.80	23.18	31.83	41.66	43.38
1 ½"	16.80	33.71	56.31	83.30	86.75
2"	16.80	46.35	85.70	133.28	138.80
3"	16.80	75.84	154.25	249.90	260.25
4"	16.80	117.98	252.18	416.51	433.76
6"	16.80	223.31	497.01	833.00	867.50
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	7.02	8.16	9.26	9.65
5,001 – 10,000 gallons	4.00	7.02	9.18	11.57	12.06
>10,000 gallons	4.00	7.02	10.34	14.46	15.08

And, further, Section 26-28(a)(2) is deleted in its entirety (chart and narrative) and replaced with the following:

(2) The rates and charges for treated commercial water services rendered by the department of water utilities of the City shall be as follows (unless specifically designated below, commercial water services rendered to water connections outside the City limits shall be at a rate fifty percent (50.00%) higher than the corresponding rate for inside the City limits):

Treated Water Rates for City of Texarkana, Arkansas Commercial Customers

Inside City (Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$12.37	\$14.38	\$16.71	\$18.95	\$19.74
3/4"	12.37	14.38	16.71	18.95	19.74
1"	14.12	18.93	24.93	31.58	32.90
1 ½"	15.91	28.30	44.30	63.17	65.80
2"	17.67	39.26	67.37	101.07	105.28
3"	35.34	75.32	127.31	189.50	197.40
4"	53.00	120.97	209.53	315.83	329.00
6"	88.35	228.25	411.12	631.67	658.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	3.01	3.50	4.07	4.62	4.81
5,001 – 10,000 gallons	3.01	3.50	4.07	4.62	4.81
>10,000 gallons	3.01	3.50	4.07	4.62	4.81

Outside City (Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$18.55	\$21.57	\$25.07	\$28.43	\$29.61
3/4"	18.55	21.57	25.07	28.43	29.61
1"	21.18	28.40	37.40	47.37	49.35
1 ½"	23.86	42.45	66.45	94.76	98.70
2"	26.50	58.89	101.06	151.61	157.92
3"	53.00	112.98	190.97	284.25	296.10
4"	79.50	181.46	314.30	473.75	493.50
6"	132.52	342.38	616.68	947.51	987.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.52	5.25	6.11	6.93	7.22
5,001 – 10,000 gallons	4.52	5.25	6.11	6.93	7.22
>10,000 gallons	4.52	5.25	6.11	6.93	7.22

Inside City (Commercial Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$12.37	\$14.38	\$16.71	\$18.95	\$19.74
3/4"	12.37	14.38	16.71	18.95	19.74
1"	14.12	18.93	24.93	31.58	32.90
1 1/2"	15.91	28.30	44.30	63.17	65.80
2"	17.67	39.26	67.37	101.07	105.28
3"	35.34	75.32	127.31	189.50	197.40
4"	53.00	120.97	209.53	315.83	329.00
6"	88.35	228.25	411.12	631.67	658.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	3.01	3.50	4.07	4.62	4.81
5,001 – 10,000 gallons	3.01	3.50	4.07	4.62	4.81
>10,000 gallons	3.01	3.50	4.07	4.62	4.81

Outside City (Commercial Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$18.55	\$21.57	\$25.07	\$28.43	\$29.61
3/4"	18.55	21.57	25.07	28.43	29.61
1"	21.18	28.40	37.40	47.37	49.35
1 1/2"	23.86	42.45	66.45	94.76	98.70
2"	26.50	58.89	101.06	151.61	157.92
3"	53.00	112.98	190.97	284.25	296.10
4"	79.50	181.46	314.30	473.75	493.50
6"	132.52	342.38	616.68	947.51	987.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.52	5.25	6.11	6.93	7.22
5,001 – 10,000 gallons	4.52	5.25	6.11	6.93	7.22
>10,000 gallons	4.52	5.25	6.11	6.93	7.22

Treated Water Rates for Mandeville Service Area Commercial Customers

Inside City (Mandeville Water Supply Corporation - Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.00	\$14.38	\$16.71	\$18.95	\$19.74
3/4"	10.00	14.38	16.71	18.95	19.74
1"	10.00	18.93	24.93	31.58	32.90
1 1/2"	10.00	28.30	44.30	63.17	65.80
2"	10.00	39.26	67.37	101.07	105.28
3"	10.00	75.32	127.31	189.50	197.40
4"	10.00	120.97	209.53	315.83	329.00
6"	10.00	228.25	411.12	631.67	658.00
Volume charge per 1,000 gallons					
0 – 1,000 gallons	\$-	\$-	\$-	\$-	\$-
1,000 – 2,000 gallons	3.00	-	-	-	-
2,001 – 5,000 gallons	3.00	3.50	4.07	4.62	4.81
5,001 – 10,000 gallons	2.50	3.50	4.07	4.62	4.81
>10,000 gallons	1.75	3.50	4.07	4.62	4.81

Outside City (Mandeville Water Supply Corporation - Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.00	\$21.57	\$25.07	\$28.43	\$29.61
3/4"	10.00	21.57	25.07	28.43	29.61
1"	10.00	28.40	37.40	47.37	49.35
1 1/2"	10.00	42.45	66.45	94.76	98.70
2"	10.00	58.89	101.06	151.61	157.92
3"	10.00	112.98	190.97	284.25	296.10
4"	10.00	181.46	314.30	473.75	493.50
6"	10.00	342.38	616.68	947.51	987.00
Volume charge per 1,000 gallons					
0 – 1,000 gallons	\$-	\$-	\$-	\$-	\$-
1,000 – 2,000 gallons	3.00	-	-	-	-
2,001 – 5,000 gallons	3.00	5.25	6.11	6.93	7.22
5,001 – 10,000 gallons	2.50	5.25	6.11	6.93	7.22
>10,000 gallons	1.75	5.25	6.11	6.93	7.22

Treated Water Rates for Union Service Area Commercial Customers

Inside City (Union Water Supply Corporation - Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$16.80	\$16.80	\$18.95	\$19.74
3/4"	16.80	16.80	16.80	18.95	19.74
1"	16.80	18.93	24.93	31.58	32.90
1 ½"	16.80	28.30	44.30	63.17	65.80
2"	16.80	39.26	67.37	101.07	105.28
3"	16.80	75.32	127.31	189.50	197.40
4"	16.80	120.97	209.53	315.83	329.00
6"	16.80	228.25	411.12	631.67	658.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	4.00	4.07	4.62	4.81
5,001 – 10,000 gallons	4.00	4.00	4.07	4.62	4.81
>10,000 gallons	4.00	4.00	4.07	4.62	4.81

Outside City (Union Water Supply Corporation - Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$21.57	\$25.07	\$28.43	\$29.61
3/4"	16.80	21.57	25.07	28.43	29.61
1"	16.80	28.40	37.40	47.37	49.35
1 ½"	16.80	42.45	66.45	94.76	98.70
2"	16.80	58.89	101.06	151.61	157.92
3"	16.80	112.98	190.97	284.25	296.10
4"	16.80	181.46	314.30	473.75	493.50
6"	16.80	342.38	616.68	947.51	987.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	5.25	6.11	6.93	7.22
5,001 – 10,000 gallons	4.00	5.25	6.11	6.93	7.22
>10,000 gallons	4.00	5.25	6.11	6.93	7.22

Section 3. The chart contained in Section 26-29(a)(1) is deleted and replaced with the following:

Sewer Rates for City of Texarkana, Arkansas, Residential Customers

Inside City Residential (Excluding Multiple Family Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge	\$12.79	\$14.87	\$17.28	\$19.60	\$20.41
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 15,000 gallons	4.60	\$5.34	\$6.21	\$7.04	\$7.33
>15,000 gallons	-	-	-	-	-

Multiple Family Residential

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge	\$11.79	\$13.70	\$15.93	\$18.06	\$18.81
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 15,000 gallons	4.24	4.92	5.72	6.49	6.76
>15,000 gallons	-	-	-	-	-

And, further, the chart contained in Section 26-29(2) is deleted and replaced with the following:

Sewer Rates for City of Texarkana, Arkansas Commercial Customers

Inside City Commercial (Excluding Multiple Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge	\$12.79	\$14.87	\$17.28	\$19.60	\$20.41
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
> 2,000 gallons	5.36	\$6.24	\$7.25	\$8.22	\$8.56

Outside City Commercial (Excluding Multiple Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge	\$19.19	\$22.30	\$25.92	\$29.39	\$30.62
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
> 2,000 gallons	8.05	\$9.35	\$10.87	\$12.33	\$12.84

Sewer Rates for City of Texarkana, Arkansas

Multiple Commercial Customers

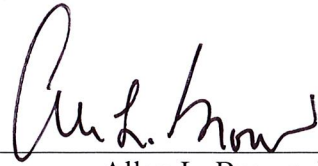
	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge	\$ 11.79	\$13.70	\$15.93	\$18.06	\$18.81
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
> 2,000 gallons	4.94	5.75	6.68	7.57	7.89

Section 4. Section 26-34 of the *Code* is hereby deleted and restated as follows:

Section 26-34 – Rate Adjustments. On the first day of January of each year, beginning January 1, 2026, the water and sewer rates then in effect will be adjusted in an amount equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor, using the index entitled “Consumer Price Index - All Items and Major Group Figures for all Urban Consumers (CPI-U) South Region (1982-84 = 100)” (or the nearest comparable data on changes in the cost of living if such index is no longer published) as determined by comparison of the above-identified CPI figure for previously occurring January 1. This change will affect all minimum charges, volume charges, unmetered rates, and wholesale water rates. Notwithstanding the foregoing, in no event shall this provision operate to decrease any water or sewer rate.

Section 5. Except as specifically set forth above, the *Code* remains unmodified and in full force and effect.

PASSED AND APPROVED this 1st day of August, 2022.



Allen L. Brown, Mayor

ATTEST:


Heather Soyars, City Clerk

APPROVED:


George Matteson, City Attorney



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the City Manager to enter into a contract with Spears Engineering Company for the design of the East Street 12 Inch Water Line Replacement Project. (TWU) Executive Director Gary Smith

AGENDA DATE: November 18, 2024

ITEM TYPE: Ordinance ☐ Resolution ☒ Other ☐: _____

DEPARTMENT: Texarkana Water Utilities

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

REQUEST: Resolution authorizing the City Manager to enter into a contract with Spears Engineering Company for the East Street 12 Inch Water Line Replacement Project.

EMERGENCY CLAUSE: None needed.

SUMMARY: As per the 2011 Water Master Plan, the Texarkana Water Utilities is preparing to replace approximately 8,000 feet of six-inch (6") water mains along East Street, from Boyd Road to Blackman Ferry Road, and continuing south to Old Blackman Ferry Road with twelve-inch (12") water mains. This project will result in an increase of water flow capacity, water pressure due to less dynamic loss, and available fire flow at nearby fire hydrants above 500 gallons per minute. This project is included in Ordinance No. 22-2022 and is being funded with the Waterworks and Sewer Facilities Revenue Bonds, Series 2023. The Utility staff has determined that an outside engineering firm will be required to design the proposed relocation. The Utility recommends Spears Engineering Company for this project due to their familiarity with this type of work. The proposed contract is for \$111,783 based on a construction cost of \$1,605,000. This fee will include the plans and specifications required for this design. Engineering staff has reviewed the engineering fee and has determined that it is within the acceptable engineering fee range for this type of project.

EXPENSE REQUIRED: \$111,783.00

AMOUNT BUDGETED: \$ N/A

**APPROPRIATION
REQUIRED:** \$ None

**RECOMMENDED
ACTION:**

Utility staff recommends approval.

EXHIBITS:

Resolution, ATTH01 Agreement for Engineering Services
ATTH02 Ordinance No. 22-2022

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 Spears Engineering Company, LLC., for the design of the East Street 12 Inch Water Line Replacement Project; and

WHEREAS, this project will result in an increase of water flow capacity, water pressure due to less dynamic loss, and available fire flow at nearby fire hydrants above 500 gallons per minute; and

WHEREAS, as per the 2011 Water Master Plan, TWU is preparing to replace approximately 8,000 feet of six-inch (6") water mains along East Street, from Boyd Road to Blackman Ferry Road, and continuing south to Old Blackman Ferry Road with twelve-inch (12") water mains; and

WHEREAS, TWU recommends that Spears Engineering Company, LLC., be selected as an outside engineering firm due to their familiarity with this type of work; and

WHEREAS, Spears Engineering Company, LLC., submitted a proposed contract in the amount of \$111,783.00 based on a construction cost of \$1,605,000.00; and

WHEREAS, this project is included in Ordinance No. 22-2022 and is being funded with the Waterworks and Sewer Facilities Revenue Bonds, Series 2023;

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 Spears Engineering Company, LLC., for the purposes set forth above with funding from the sources so indicated.

PASSED AND APPROVED this 18th day of November 2024.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

AGREEMENT FOR ENGINEERING SERVICES

This Agreement, made this 21st day of October, 2024, by and between the Texarkana Water Utilities, hereafter referred to as the OWNER, and Spears Engineering Company, LLC, hereinafter referred to as the ENGINEER:

THE OWNER intends to install approximately 8,000 linear feet of twelve-inch (12") water main, accessories, and appurtenances along East Street, from Boyd Road to Blackman Ferry Road in Texarkana, Miller County, Arkansas for which the ENGINEER agrees to perform the various professional engineering services for the design and construction of said system.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - ENGINEERING SERVICES

The ENGINEER shall furnish engineering services as follows:

1. The ENGINEER will attend conferences with the OWNER or other interested parties as may be reasonably necessary.
2. The ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on the final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof.
3. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 5 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
4. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER four sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, electronic files, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
5. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of a map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.
6. The ENGINEER will attend the bid opening and tabulate the bid proposals, make an analysis of the bids, and make recommendations for awarding contracts for construction.
7. The ENGINEER will review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
8. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.

(Section A - continued)

9. The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.
10. The ENGINEER will provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractor is conforming with the design concept. The ENGINEER shall not, during site visits or as a result of the observations of the contractor's work in progress, supervise, direct, or have control over contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by contractor, for safety precautions and programs incident to contractor's work, or for any failure of contractor to comply with Laws and Regulations applicable to contractor's furnishing and performing the Work. Accordingly, the ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the Contract Documents.
11. ~~Unless notified by the OWNER in writing that the OWNER will provide for resident inspection, the ENGINEER will provide resident construction inspection. The ENGINEER'S undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner. OWNER will provide Resident Inspection.~~
12. The ENGINEER will review the contractor's applications for progress and final payment and, when approved, submit same to the OWNER for payment.
13. The ENGINEER will prepare necessary contract change orders for approval of the OWNER and others on a timely basis.
14. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit a statement of completion to and obtain the written acceptance of the facility from the OWNER.
15. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident inspector and from the resident inspector's construction data.
16. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be furnished without additional charge except for travel and subsistence costs. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.
17. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEER'S functions and services required under this Agreement.
18. The ENGINEER will complete final plans, specifications and contract documents and submit for approval of the OWNER and all State regulatory agencies within sixty (60) calendar days from the date of authorization unless otherwise agreed to by both parties.

If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion will be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable causes beyond the control and without the fault or negligence of the ENGINEER.

SECTION B - COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for design and contract administration engineering services in the amount of: (Select (a) or ~~(b)~~)

(a) One Hundred Eleven Thousand Seven Hundred Eighty-three Dollars (\$ 111,783.00)

or

~~(b) As shown in Attachment 1~~

~~When Attachment 1 is used to establish compensation for the design and contract administration services, the actual construction costs on which compensation is determined shall exclude legal fees, administrative costs, engineering fees, land rights, acquisition costs, water costs, and interest expense incurred during the construction period.~~

2. The compensation for preliminary engineering services, design and contract administration services shall be payable as follows:
- (a) A sum which equals seventy percent (70%) of the total compensation payable under Section B-1, after completion and submission of the construction drawings, specifications, cost estimates, and contract documents, and the acceptance of the same by OWNER.
 - (b) A sum which, together with the compensation provided in Section B-2-(a) above, equals eighty percent (80%) of the compensation payable immediately after the construction contracts are awarded.
 - (c) A sum equal to fifteen percent (15%) of the compensation will be paid on a monthly basis for general engineering review of the contractor's work during the construction period on percentage ratios identical to those approved by the ENGINEER as a basis upon which to make partial payments to the contractor(s). However, payment under this paragraph and of such additional sums as are due the ENGINEER by reason of any necessary adjustments in the payment computations will be in an amount so that the aggregate of all sums paid to the ENGINEER will equal ninety-five (95%) of the compensation. A final payment to equal 100 percent shall be made when it is determined that all services required by this Agreement have been completed except for the services set forth in Section A-16 hereof.

SECTION C - COMPENSATION FOR RESIDENT INSPECTION AS SET FORTH IN SECTION A-11

~~When the ENGINEER provides resident inspection, the ENGINEER will, prior to the preconstruction conference, submit a resume of the resident inspector's qualifications, anticipated duties and responsibilities for approval by the OWNER. The OWNER agrees to pay the ENGINEER for such services in accordance with the schedule set out in Attachment 1. The ENGINEER will render to OWNER for such services an itemized bill, once each month, for compensation for such services performed hereunder during such period, the same to be due and payable by the OWNER to the ENGINEER on or before the 10th day of the following period.~~

~~Under normal construction circumstances, and for the proposed construction period of _____ days, the cost of resident inspection is estimated to be \$ _____. Actual fee for inspection services shall be as shown in Attachment 1.~~

Resident Inspection by OWNER.

SECTION D - ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER'S office.
2. Laboratory tests, well tests, borings, specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
3. Property surveys, detailed description of sites, maps, drawings, easements, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for water rights, water adjudication, and litigation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER.
6. Preparing to serve or serving as a consultant or witness for OWNER before courts or boards on matters of litigation or hearings related to the project.
7. Performance of detailed staking necessary for construction of the project in excess of the control staking set forth in Section A-9.
8. Other services performed or furnished by the ENGINEER not otherwise provided for in this Agreement, including changes in project scope of work.

Payment for the services specified in this Section D shall be as agreed in writing between the OWNER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period. Rates shall be per the attached Spears Engineering Company Schedule of Rates and Charges for Engineering Services.

SECTION E - INTEREST ON UNPAID SUMS

If OWNER fails to make any payment due ENGINEER within 60 days for services and expenses and funds are available for the project then the ENGINEER shall be entitled to interest at the rate of ten (10) percent per annum from said 60th day, not to exceed an annual rate of 12 percent.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER: Texarkana Water Utilities

By: _____

Type Name: Gary Smith, P.E., Executive Director

Date: _____

ENGINEER: Spears Engineering Company, LLC

By: 

Type Name: C. Glen Spears, P.E., Owner

Date: 10/23/2024

SPEARS ENGINEERING COMPANY
SCHEDULE OF RATES AND CHARGES FOR ENGINEERING SERVICES

PERSONNEL

RATE PER HOUR

Survey (by Sub-Consultant)

Two-man party

\$ 170.00

Registered Land Surveyor

\$ 100.00

Construction Inspection

Resident Engineer

\$ 140.00

Resident Inspector

\$ 65.00

Engineering & General Supervisor

Principal or Officer of Firm

\$ 140.00

Project Engineer

\$ 140.00

Field or Design Technician

\$ 65.00

Senior Support Staff

\$ 65.00

Support Staff

\$ 45.00

Owner's Initials: _____

Engineer's Initials: sl

ORDINANCE NO. 22-2022

AN ORDINANCE AMENDING CHAPTER 26 OF THE *CITY OF TEXARKANA, ARKANSAS, CODE OF ORDINANCES* TO PROVIDE FOR REVISIONS AS RELATED TO WATER AND SEWER SERVICES; AND FOR OTHER PURPOSES

WHEREAS, a water and sewer rate study recently undertaken by a third-party, being the first such study undertaken since 2001, concluded that to properly and adequately continue to provide water and sewer services, and also in order to appropriately consider, appropriate for, and implement capital improvement, upkeep, and maintenance, it is necessary and in the best interest of the City, the water and sewer utility, and those benefiting from and consuming the services of the utility, to implement a water and sewer rate increase structure and formula, to occur beginning in October 2022, and thereafter in each subsequent October through 2025, after which the normal processes for rate adjustment, absent further action of the Board, will resume; and

WHEREAS, in addition to day-to-day operational expense requirements created by regular operation, growth and expansion of services throughout the years, the increases are also designed to allow for, including, but not limited to, the following improvements: at the Millwood Wastewater Treatment Plant (WTP) - upgrade from a 15 Million Gallons per Day (MGD) plant to a 35 MGD plant, replace the filter valves, clean the sludge ponds, install baffles in clearwells, Supervisory Control and Data Acquisition (SCADA) Upgrade, line the floors of the settling basins, and routine maintenance requirements; at the Wright Patman WTP – line the settling basins, replace influent valves and actuators, parking lot/road repair, install vents at the 3.0 Million Gallon (MG) clearwells, replace the chemical tanks, enclose the drainage ditch, and routine maintenance requirements; at the North Texarkana Waste Water Treatment Plant (WWTP) – expand the plant to a 2.0 MGD plant,

driveway and parking lot repairs, and routine maintenance requirements; at the South Regional WWTP – roof repairs, replace existing Variable Frequency Drives (VFDs), centrifuge rebuilds, and routine maintenance requirements; at the Compost site – new operations building, new concrete, new grinder, and routine maintenance requirements; and within Texarkana, Arkansas, in particular, the loop of dead end mains, a hydraulic water analysis and master plan, automated metering systems, a new 500,000 gallon Elevated Tank (ET) to replace the Lakewood Standpipe, chlorine conversion project, water system improvements, extension of sewer to unserved structures, installation of new manholes where required, installation of emergency generators at lift stations, hydraulic analysis and sewer master plan, sewer system improvements, Tennessee Road sewer extension, identification and replacement of lead and galvanized water services, operation building, wash bay, building for Closed-circuit Television (CCTV) van and equipment, an awning over shop doors, repair and seal of shop floors, repair and update of shop offices and roof, replacement of deteriorated water mains, replacement of mains under 6”, replacement of a 12” water main with a 24” water main along Loop 245 from Highway 82 to Booster Station, replacement of Asbestos Cement (AC) water mains, replacement of a section of 16” main on Sugarhill Road, replacement of a section of 36” main on North Stateline Avenue, improvements to Nix Creek, sewer main replacement or lining of existing manholes, improvements on Porter Street, a new 12” water line from Boyd Road to Highway 237 past Old Blackman Ferry Road, and the replacement of 2” and 3” water mains with 6” water mains along Dooley Ferry Road; and

WHEREAS, in total, such anticipated projects are estimated to cost \$60,000,000.00, and accordingly, the following rate increases are also designed to also provide for payment of the estimated principal and interest on one or more projected bond issuances totaling an estimated \$53,000,000.00 which are anticipated to be proposed to the Board for consideration in coming months and thereafter;

BE IT ORDAINED by the Board of Directors of the City of Texarkana, Arkansas, that Chapter 26, of the *City of Texarkana, Arkansas, Code of Ordinances*, (the “Code”), Water and Wastewater Service Charges, is hereby amended as follows, to wit:

Section 1. The following definition is added to Section 26-26 of the *Code*:

Multiple Commercial: A commercial or structure building, containing two or more separately demised sections or units, but served by a single meter.

Section 2. Treated Water Supply.

Section 26-28(a)(1) (including all narrative and three existing charts) is deleted and replaced with the following:

- (1) The rates for treated water services to residential customers rendered by the department of water utilities of the City shall be as follows (unless specifically designated below, residential water services rendered to water connections outside the City limits shall be at a rate fifty percent (50.00%) higher than the corresponding rate for inside the City limits):

Inside City Limits (Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.87	\$12.64	\$14.69	\$16.66	\$17.35
3/4"	\$10.87	12.64	14.69	16.66	17.35
1"	\$10.87	15.45	21.22	27.77	28.92
1 1/2"	10.87	22.47	37.54	55.53	57.83
2"	10.87	30.90	57.13	88.85	92.53
3"	10.87	50.56	102.83	166.60	173.50
4"	10.87	78.65	168.12	277.67	289.17
6"	10.87	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.03	4.68	5.44	6.17	6.43
5,001 – 10,000 gallons	4.03	4.68	6.12	7.71	8.04
>10,000 gallons	4.03	4.68	6.89	9.64	10.05

Outside City Limits (Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.31	\$18.96	\$22.04	\$24.99	\$26.03
3/4"	16.31	18.96	22.04	24.99	26.03
1"	16.31	23.18	31.83	41.66	43.38
1 1/2"	16.31	33.71	56.31	83.30	86.75
2"	16.31	46.35	85.70	133.28	138.80
3"	16.31	75.84	154.25	249.90	260.25
4"	16.31	117.98	252.18	416.51	433.76
6"	16.31	223.31	497.01	833.00	867.50
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	6.04	7.02	8.16	9.26	9.65
5,001 – 10,000 gallons	6.04	7.02	9.18	11.57	12.06
>10,000 gallons	6.04	7.02	10.34	14.46	15.08

Inside City Limits (Residential Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.87	\$12.64	\$14.69	\$16.66	\$17.35
3/4"	10.87	12.64	14.69	16.66	17.35
1"	10.87	15.45	21.22	27.77	28.92
1 ½"	10.87	22.47	37.54	55.53	57.83
2"	10.87	30.90	57.13	88.85	92.53
3"	10.87	50.56	102.83	166.60	173.50
4"	10.87	78.65	168.12	277.67	289.17
6"	10.87	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.03	4.68	5.44	6.17	6.43
5,001 – 10,000 gallons	4.03	4.68	6.12	7.71	8.04
>10,000 gallons	4.03	4.68	6.89	9.64	10.05

Outside City Limits (Residential Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.31	\$18.96	\$22.04	\$24.99	\$26.03
3/4"	16.31	18.96	22.04	24.99	26.03
1"	16.31	23.18	31.83	41.66	43.38
1 ½"	16.31	33.71	56.31	83.30	86.75
2"	16.31	46.35	85.70	133.28	138.80
3"	16.31	75.84	154.25	249.90	260.25
4"	16.31	117.98	252.18	416.51	433.76
6"	16.31	223.31	497.01	833.00	867.50
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	6.04	7.02	8.16	9.26	9.65
5,001 – 10,000 gallons	6.04	7.02	9.18	11.57	12.06
>10,000 gallons	6.04	7.02	10.34	14.46	15.08

The water rates for the areas known as Mandeville and Union are to be as follows:

Inside City (Mandeville Water Supply Corporation - Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.00	\$12.64	\$14.69	\$16.66	\$17.35
3/4"	10.00	12.64	14.69	16.66	17.35
1"	10.00	15.45	21.22	27.77	28.92
1 ½"	10.00	22.47	37.54	55.53	57.83
2"	10.00	30.90	57.13	88.85	92.53
3"	10.00	50.56	102.83	166.60	173.50
4"	10.00	78.65	168.12	277.67	289.17
6"	10.00	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 1,000 gallons	\$-	\$-	\$-	\$-	\$-
1,000 – 2,000 gallons	3.00	-	-	-	-
2,001 – 5,000 gallons	3.00	4.68	5.44	6.17	6.43
5,001 – 10,000 gallons	2.50	4.68	6.12	7.71	8.04
>10,000 gallons	1.75	4.68	6.89	9.64	10.05

Outside City (Mandeville Water Supply Corporation - Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.00	\$18.96	\$22.04	\$24.99	\$26.03
3/4"	10.00	18.96	22.04	24.99	26.03
1"	10.00	23.18	31.83	41.66	43.38
1 ½"	10.00	33.71	56.31	83.30	86.75
2"	10.00	46.35	85.70	133.28	138.80
3"	10.00	75.84	154.25	249.90	260.25
4"	10.00	117.98	252.18	416.51	433.76
6"	10.00	223.31	497.01	833.00	867.50
Volume charge per 1,000 gallons					
0 – 1,000 gallons	\$-	\$-	\$-	\$-	\$-
1,000 – 2,000 gallons	3.00	-	-	-	-
2,001 – 5,000 gallons	3.00	7.02	8.16	9.26	9.65
5,001 – 10,000 gallons	2.50	7.02	9.18	11.57	12.06
>10,000 gallons	1.75	7.02	10.34	14.46	15.08

Inside City (Mandeville Water Supply Corporation - Residential Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.00	\$12.64	\$14.69	\$16.66	\$17.35
3/4"	10.00	12.64	14.69	16.66	17.35
1"	10.00	15.45	21.22	27.77	28.92
1 1/2"	10.00	22.47	37.54	55.53	57.83
2"	10.00	30.90	57.13	88.85	92.53
3"	10.00	50.56	102.83	166.60	173.50
4"	10.00	78.65	168.12	277.67	289.17
6"	10.00	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 1,000 gallons	\$-	\$-	\$-	\$-	\$-
1,000 – 2,000 gallons	3.00	-	-	-	-
2,001 – 5,000 gallons	3.00	4.68	5.44	6.17	6.43
5,001 – 10,000 gallons	2.50	4.68	6.12	7.71	8.04
>10,000 gallons	1.75	4.68	6.89	9.64	10.05

Inside City (Union Water Supply Corporation - Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$16.80	\$16.80	\$16.80	\$17.35
3/4"	16.80	16.80	16.80	16.80	17.35
1"	16.80	16.80	21.22	27.77	28.92
1 1/2"	16.80	22.47	37.54	55.53	57.83
2"	16.80	30.90	57.13	88.85	92.53
3"	16.80	50.56	102.83	166.60	173.50
4"	16.80	78.65	168.12	277.67	289.17
6"	16.80	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	4.00	5.44	6.17	6.43
5,001 – 10,000 gallons	4.00	4.00	6.12	7.71	8.04
>10,000 gallons	4.00	4.00	6.89	9.64	10.05

Outside City (Union Water Supply Corporation - Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$18.96	\$22.04	\$24.99	\$26.03
3/4"	16.80	18.96	22.04	24.99	26.03
1"	16.80	23.18	31.83	41.66	43.38
1 ½"	16.80	33.71	56.31	83.30	86.75
2"	16.80	46.35	85.70	133.28	138.80
3"	16.80	75.84	154.25	249.90	260.25
4"	16.80	117.98	252.18	416.51	433.76
6"	16.80	223.31	497.01	833.00	867.50
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	7.02	8.16	9.26	9.65
5,001 – 10,000 gallons	4.00	7.02	9.18	11.57	12.06
>10,000 gallons	4.00	7.02	10.34	14.46	15.08

Inside City (Union Water Supply Corporation – Residential Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$16.80	\$16.80	\$16.80	\$17.35
3/4"	16.80	16.80	16.80	16.80	17.35
1"	16.80	16.80	21.22	27.77	28.92
1 ½"	16.80	22.47	37.54	55.53	57.83
2"	16.80	30.90	57.13	88.85	92.53
3"	16.80	50.56	102.83	166.60	173.50
4"	16.80	78.65	168.12	277.67	289.17
6"	16.80	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	4.68	5.44	6.17	6.43
5,001 – 10,000 gallons	4.00	4.68	6.12	7.71	8.04
>10,000 gallons	4.00	4.68	6.89	9.64	10.05

Outside City (Union Water Supply Corporation - Residential Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$18.96	\$22.04	\$24.99	\$26.03
3/4"	16.80	18.96	22.04	24.99	26.03
1"	16.80	23.18	31.83	41.66	43.38
1 ½"	16.80	33.71	56.31	83.30	86.75
2"	16.80	46.35	85.70	133.28	138.80
3"	16.80	75.84	154.25	249.90	260.25
4"	16.80	117.98	252.18	416.51	433.76
6"	16.80	223.31	497.01	833.00	867.50
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	7.02	8.16	9.26	9.65
5,001 – 10,000 gallons	4.00	7.02	9.18	11.57	12.06
>10,000 gallons	4.00	7.02	10.34	14.46	15.08

And, further, Section 26-28(a)(2) is deleted in its entirety (chart and narrative) and replaced with the following:

(2) The rates and charges for treated commercial water services rendered by the department of water utilities of the City shall be as follows (unless specifically designated below, commercial water services rendered to water connections outside the City limits shall be at a rate fifty percent (50.00%) higher than the corresponding rate for inside the City limits):

Treated Water Rates for City of Texarkana, Arkansas Commercial Customers

Inside City (Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$12.37	\$14.38	\$16.71	\$18.95	\$19.74
3/4"	12.37	14.38	16.71	18.95	19.74
1"	14.12	18.93	24.93	31.58	32.90
1 ½"	15.91	28.30	44.30	63.17	65.80
2"	17.67	39.26	67.37	101.07	105.28
3"	35.34	75.32	127.31	189.50	197.40
4"	53.00	120.97	209.53	315.83	329.00
6"	88.35	228.25	411.12	631.67	658.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	3.01	3.50	4.07	4.62	4.81
5,001 – 10,000 gallons	3.01	3.50	4.07	4.62	4.81
>10,000 gallons	3.01	3.50	4.07	4.62	4.81

Outside City (Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$18.55	\$21.57	\$25.07	\$28.43	\$29.61
3/4"	18.55	21.57	25.07	28.43	29.61
1"	21.18	28.40	37.40	47.37	49.35
1 ½"	23.86	42.45	66.45	94.76	98.70
2"	26.50	58.89	101.06	151.61	157.92
3"	53.00	112.98	190.97	284.25	296.10
4"	79.50	181.46	314.30	473.75	493.50
6"	132.52	342.38	616.68	947.51	987.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.52	5.25	6.11	6.93	7.22
5,001 – 10,000 gallons	4.52	5.25	6.11	6.93	7.22
>10,000 gallons	4.52	5.25	6.11	6.93	7.22

Inside City (Commercial Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$12.37	\$14.38	\$16.71	\$18.95	\$19.74
3/4"	12.37	14.38	16.71	18.95	19.74
1"	14.12	18.93	24.93	31.58	32.90
1 1/2"	15.91	28.30	44.30	63.17	65.80
2"	17.67	39.26	67.37	101.07	105.28
3"	35.34	75.32	127.31	189.50	197.40
4"	53.00	120.97	209.53	315.83	329.00
6"	88.35	228.25	411.12	631.67	658.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	3.01	3.50	4.07	4.62	4.81
5,001 – 10,000 gallons	3.01	3.50	4.07	4.62	4.81
>10,000 gallons	3.01	3.50	4.07	4.62	4.81

Outside City (Commercial Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$18.55	\$21.57	\$25.07	\$28.43	\$29.61
3/4"	18.55	21.57	25.07	28.43	29.61
1"	21.18	28.40	37.40	47.37	49.35
1 1/2"	23.86	42.45	66.45	94.76	98.70
2"	26.50	58.89	101.06	151.61	157.92
3"	53.00	112.98	190.97	284.25	296.10
4"	79.50	181.46	314.30	473.75	493.50
6"	132.52	342.38	616.68	947.51	987.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.52	5.25	6.11	6.93	7.22
5,001 – 10,000 gallons	4.52	5.25	6.11	6.93	7.22
>10,000 gallons	4.52	5.25	6.11	6.93	7.22

Treated Water Rates for Mandeville Service Area Commercial Customers

Inside City (Mandeville Water Supply Corporation - Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.00	\$14.38	\$16.71	\$18.95	\$19.74
3/4"	10.00	14.38	16.71	18.95	19.74
1"	10.00	18.93	24.93	31.58	32.90
1 1/2"	10.00	28.30	44.30	63.17	65.80
2"	10.00	39.26	67.37	101.07	105.28
3"	10.00	75.32	127.31	189.50	197.40
4"	10.00	120.97	209.53	315.83	329.00
6"	10.00	228.25	411.12	631.67	658.00
Volume charge per 1,000 gallons					
0 – 1,000 gallons	\$-	\$-	\$-	\$-	\$-
1,000 – 2,000 gallons	3.00	-	-	-	-
2,001 – 5,000 gallons	3.00	3.50	4.07	4.62	4.81
5,001 – 10,000 gallons	2.50	3.50	4.07	4.62	4.81
>10,000 gallons	1.75	3.50	4.07	4.62	4.81

Outside City (Mandeville Water Supply Corporation - Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.00	\$21.57	\$25.07	\$28.43	\$29.61
3/4"	10.00	21.57	25.07	28.43	29.61
1"	10.00	28.40	37.40	47.37	49.35
1 1/2"	10.00	42.45	66.45	94.76	98.70
2"	10.00	58.89	101.06	151.61	157.92
3"	10.00	112.98	190.97	284.25	296.10
4"	10.00	181.46	314.30	473.75	493.50
6"	10.00	342.38	616.68	947.51	987.00
Volume charge per 1,000 gallons					
0 – 1,000 gallons	\$-	\$-	\$-	\$-	\$-
1,000 – 2,000 gallons	3.00	-	-	-	-
2,001 – 5,000 gallons	3.00	5.25	6.11	6.93	7.22
5,001 – 10,000 gallons	2.50	5.25	6.11	6.93	7.22
>10,000 gallons	1.75	5.25	6.11	6.93	7.22

Treated Water Rates for Union Service Area Commercial Customers

Inside City (Union Water Supply Corporation - Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$16.80	\$16.80	\$18.95	\$19.74
3/4"	16.80	16.80	16.80	18.95	19.74
1"	16.80	18.93	24.93	31.58	32.90
1 ½"	16.80	28.30	44.30	63.17	65.80
2"	16.80	39.26	67.37	101.07	105.28
3"	16.80	75.32	127.31	189.50	197.40
4"	16.80	120.97	209.53	315.83	329.00
6"	16.80	228.25	411.12	631.67	658.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	4.00	4.07	4.62	4.81
5,001 – 10,000 gallons	4.00	4.00	4.07	4.62	4.81
>10,000 gallons	4.00	4.00	4.07	4.62	4.81

Outside City (Union Water Supply Corporation - Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$21.57	\$25.07	\$28.43	\$29.61
3/4"	16.80	21.57	25.07	28.43	29.61
1"	16.80	28.40	37.40	47.37	49.35
1 ½"	16.80	42.45	66.45	94.76	98.70
2"	16.80	58.89	101.06	151.61	157.92
3"	16.80	112.98	190.97	284.25	296.10
4"	16.80	181.46	314.30	473.75	493.50
6"	16.80	342.38	616.68	947.51	987.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	5.25	6.11	6.93	7.22
5,001 – 10,000 gallons	4.00	5.25	6.11	6.93	7.22
>10,000 gallons	4.00	5.25	6.11	6.93	7.22

Section 3. The chart contained in Section 26-29(a)(1) is deleted and replaced with the following:

Sewer Rates for City of Texarkana, Arkansas, Residential Customers

Inside City Residential (Excluding Multiple Family Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge	\$12.79	\$14.87	\$17.28	\$19.60	\$20.41
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 15,000 gallons	4.60	\$5.34	\$6.21	\$7.04	\$7.33
>15,000 gallons	-	-	-	-	-

Multiple Family Residential

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge	\$11.79	\$13.70	\$15.93	\$18.06	\$18.81
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 15,000 gallons	4.24	4.92	5.72	6.49	6.76
>15,000 gallons	-	-	-	-	-

And, further, the chart contained in Section 26-29(2) is deleted and replaced with the following:

Sewer Rates for City of Texarkana, Arkansas Commercial Customers

Inside City Commercial (Excluding Multiple Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge	\$12.79	\$14.87	\$17.28	\$19.60	\$20.41
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
> 2,000 gallons	5.36	\$6.24	\$7.25	\$8.22	\$8.56

Outside City Commercial (Excluding Multiple Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge	\$19.19	\$22.30	\$25.92	\$29.39	\$30.62
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
> 2,000 gallons	8.05	\$9.35	\$10.87	\$12.33	\$12.84

Sewer Rates for City of Texarkana, Arkansas

Multiple Commercial Customers

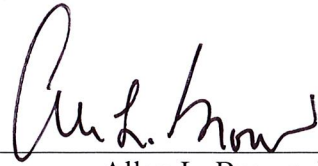
	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge	\$ 11.79	\$13.70	\$15.93	\$18.06	\$18.81
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
> 2,000 gallons	4.94	5.75	6.68	7.57	7.89

Section 4. Section 26-34 of the *Code* is hereby deleted and restated as follows:

Section 26-34 – Rate Adjustments. On the first day of January of each year, beginning January 1, 2026, the water and sewer rates then in effect will be adjusted in an amount equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor, using the index entitled “Consumer Price Index - All Items and Major Group Figures for all Urban Consumers (CPI-U) South Region (1982-84 = 100)” (or the nearest comparable data on changes in the cost of living if such index is no longer published) as determined by comparison of the above-identified CPI figure for previously occurring January 1. This change will affect all minimum charges, volume charges, unmetered rates, and wholesale water rates. Notwithstanding the foregoing, in no event shall this provision operate to decrease any water or sewer rate.

Section 5. Except as specifically set forth above, the *Code* remains unmodified and in full force and effect.

PASSED AND APPROVED this 1st day of August, 2022.



Allen L. Brown, Mayor

ATTEST:


Heather Soyars, City Clerk

APPROVED:


George Matteson, City Attorney



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the City Manager to pay the increased portion of the Municipal Health Benefit Fund Premium for the month of December. (ADMIN) City Manager Tyler Richards

AGENDA DATE: November 18, 2024

ITEM TYPE: Ordinance ☐ Resolution ☒ Other ☐: _____

DEPARTMENT: Administration

PREPARED BY: Heather Soyars

REQUEST: Pay the increased portion of the Municipal Health Benefit Fund Premium for the month of December

EMERGENCY CLAUSE: N/A

SUMMARY: The City has received notice from the Municipal Health Benefit Fund of a premium rate increase. This increase will go into effect January 2025 but is due the month of December 2024. The City Manager is asking the Board for authorization to pay \$17,279.25 for one month of employee health insurance to cover the month of January 2025. Since the payments must be made in December for the January 2025 benefit, and the FY2025 Budget is not yet complete, the City covering the increase for one month will give the City Manager and Board of Directors enough time to analyze the completed FY2025 Budget to determine how much the City is able to contribute to the insurance increase.

EXPENSE REQUIRED:

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**RECOMMENDED
ACTION:**

EXHIBITS: Resolution

RESOULTION NO. _____

WHEREAS, the City has received notice from the Municipal Health Benefit Fund (MHBF) of a premium rate increase which will go into effect January 2025, but will be due in the month of December 2024; and

WHEREAS, the City Manager is requesting the Board of Directors authorization to pay \$17,279.25 for one month of employee health insurance to cover the month of January 2025, since the payments must be made in December for January 2025, benefit and the FY2025 Budget has not yet been completed; and

WHEREAS, the City covering this increase for one month will give the City and Board of Directors enough time to analyze the completed FY2025 Budget to determine how much the City is able to contribute to the premium increase;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is authorized to pay \$17,279.25 in December 2024, for the health care premiums for January 2025.

PASSED AND APPROVED this 18th day of November 2024.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney