



Rescheduled Regular Meeting of the Board of Directors

City of Texarkana, Arkansas
216 Walnut Street

Agenda - Tuesday, September 05, 2023 - 6:00 PM

Call to Order

Roll Call

Invocation given by Director Hollibush

Pledge of Allegiance led by City Clerk Heather Soyars

CITIZEN COMMUNICATION

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

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

PRESENTATION(S)

1. Lifesaving award presented to Devin Bruce. (BOD)
2. Presentation of the City of Texarkana, Arkansas Employee Service Awards. (ADMIN)

CONSENT

3. Approval of the minutes of the special called meeting August 21, 2023, and the regular meeting August 21, 2023. (CCD) City Clerk Heather Soyars
4. Adopt a Resolution approving the reimbursement of \$205,221.85 to the Texarkana Regional Airport from American Rescue Act Funds. (FIN) Acting City Manager/Finance Director TyRhonda Henderson
5. Adopt a Resolution to abolish Resolution No. 6254, regarding the Board of Directors travel allowances. (FIN) Acting City Manager/Finance Director TyRhonda Henderson
6. Adopt a Resolution authorizing the Acting City Manager to enter into a construction contract with Francis Excavating, LLC., for the County Avenue Rehabilitation Project. (PWD) Public Works Director Tyler Richards

7. Adopt a Resolution authorizing the Acting City Manager to extend the existing Refuse Collection Contracts with Richardson Waste II, Inc., and Edmondson's Trash Service for the City of Texarkana, Arkansas. (PWD) Public Works Director Tyler Richards

BOARD OF DIRECTORS' COMMENTARY

NEXT MEETING DATE: Monday, September 18, 2023

ADJOURN

2023 City Calendar

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

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

National Night Out - Tuesday, October 3rd

Universal Vibe - Saturday, November 4th - 10AM - 10PM

Gateway Farmers Market Holiday Market - Saturday, November 18th - 10AM - 2PM

Founders' Week Celebration – December 4th – 10th

Texarkana Rec Center Calendar

Ageless Grace - Mondays – 2PM – 3PM

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

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



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

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

AGENDA DATE: September 5, 2023

ITEM TYPE: Ordinance Resolution Other : Presentation

DEPARTMENT: City Clerk Department

PREPARED BY: Heather Soyars, City Clerk

REQUEST: Presentation of employee service awards.

EMERGENCY CLAUSE: N/A

SUMMARY: Employee Service Awards:

Robert Oakes

PWD

5 Years

EXPENSE REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**RECOMMENDED
ACTION:** N/A

EXHIBITS: None



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Approval of the minutes of the special called meeting August 21, 2023, and the regular meeting August 21, 2023. (CCD) City Clerk Heather Soyars
AGENDA DATE:	September 5, 2023
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Minutes
DEPARTMENT:	City Clerk Department
PREPARED BY:	Heather Soyars, City Clerk
REQUEST:	Approval of meeting minutes.
EMERGENCY CLAUSE:	N/A
SUMMARY:	Approval of meeting minutes
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
EXHIBITS:	Meeting minutes.



Special Called Meeting of the Board of Directors

City of Texarkana, Arkansas
216 Walnut Street

Minutes - Monday, August 21, 2023 - 5:00 PM

Mayor Allen Brown called the meeting to order at 5:00 PM.

PRESENT: Mayor Allen Brown, Ward 3 Director Steven Hollibush, Ward 5 Director Danny Jewel, and Ward 6 Director Jeff Hart.

ABSENT: Assistant Mayor Ward 1 Terry Roberts, Ward 2 Director Laney Harris, Ward 4 Director Ulysses Brewer.

ALSO, PRESENT: City Clerk Heather Soyars.

EXECUTIVE SESSION

The Board of Directors entered Executive Session at 5:00 PM to interview a candidate for the city manager position.

The Mayor Reconvened the meeting at 5:41 PM, and no action was taken.

ADJOURN

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

Voting Yea: Mayor Brown, Director Hollibush, Director Jewel and Director Hart.

The motion carried 4-0 and the meeting adjourned at 5:43 PM.

APPROVED this the 5th day of September 2023.

Allen L. Brown, Mayor

Heather Soyars, City Clerk



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Minutes - Monday, August 21, 2023 - 6:00 PM

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

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

ALSO, PRESENT: Acting City Manager/Finance Director TyRhonda Henderson, City Attorney Joshua Potter, City Clerk Heather Soyars, and Deputy City Clerk Jenny Narens.

ABSENT: Ward 4 Director Ulysses Brewer

Invocation given by Director Hollibush.

Pledge of Allegiance led by Bi-State Building Manager Kristine Barron.

CITIZEN COMMUNICATION

Amanda Moore, 4806 Markwood Drive, voiced her concerns regarding the Water Park.

Mary McQueen, 708 Pinehurst Street, spoke about the overgrowth of trees and the dogs roaming near her house.

Billy Willis, 1020 Orleans Street, wanted to know why there was no improvement to Nix Creek in Ward 2, and asked about getting sidewalks and the streets cleaned up in his ward.

CONSENT

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

1. Approval of the minutes of the special called meeting August 7, 2023, and the regular meeting August 7, 2023. (CCD) City Clerk Heather Soyars
2. Resolution No. 2023-70 to reschedule Board of Directors meetings in 2024 that conflict with certain holidays. (CCD) City Clerk Heather Soyars

REGULAR

3. Consider the following action concerning the clean-up of five (5) nuisance properties:

Conduct a Public Hearing to receive comments regarding certification of certain delinquent taxes.

Mayor Brown opened the Public Hearing.

Public Works Director Tyler Richards gave a brief description of the properties.

Director Harris asked when a citizen went to pay taxes, would they have to pay the lien before paying taxes.

Public Works Director Tyler Richards said yes.

No one else came forward.

Mayor Brown closed the Public Hearing.

Resolution No. 2023-71 certified the amount to be put on the tax books as delinquent and collect accordingly. (PWD) Public Works Director Tyler Richards

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

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

The motion carried 6-0 and the Mayor declared the resolution adopted.

4. Consider the following action concerning substandard structures:

Conduct a Public Hearing regarding the demolition of two (2) substandard structures.

Mayor Brown opened the Public Hearing.

Public Works Director Tyler Richards gave a brief description of the structures.

Director Harris said he was approached by a citizen who remodeled the house across the street from these house and wanted to know how much time he had to obtain the two houses.

Public Works Director Tyler Richards said once the resolution was passed, he would send out another letter stating the property owner had thirty (30) days to purchase either a building or demolition permit. He said if no permit had been issued then he would start to take bids for a demolition crew to tear the houses down. Public Works Director Tyler Richards said he would work with any person who wanted to rebuild the houses instead of tearing them down. He said if someone received a permit for the house, they had thirty (30) days to start work, or he would move forward with the demolition.

No one else came forward.

Mayor Brown closed the Public Hearing.

Resolution No. 2023-72 condemned two (2) substandard structures for demolition. (PWD) Public Works Director Tyler Richards

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

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

The motion carried 6-0 and the Mayor declared the resolution adopted.

5. Resolution No. 2023-73 authorized the Director of the Parks and Recreation Department to apply for an Outdoor Recreation Matching Grant from the Arkansas Department of Parks, Heritage, and Tourism in the amount of \$250,000.00 to construct an all-inclusive playground at the Texarkana Arkansas Recreation Center. (PARKS) Parks and Recreation Director Adam Dalby.

Pete Cheatham asked what ward the grant funding would be used in and why no fundings were being used for parks in his ward.

Parks and Recreation Director Adam Dalby said the grant funds would be used for a playground at the Rec Center in Ward 2.

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

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

The motion carried 6-0 and the Mayor declared the resolution adopted.

6. Resolution No. 2023-74 authorized the Acting City Manager to enter into a contract to purchase Union Elementary School as additional space for the Texarkana, Arkansas Police Department. (TAPD) Police Chief Michael Kramm

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

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

Voting Nay: Director Jewell.

The motion carried 5-1 and the Mayor declared the resolution adopted.

7. Ordinance No. 29-2023 authorized Central Records & Communication (CRC) to provide record entry and limited record maintenance for small Texas Police Departments for a fee. (CRC) CRC Manager Wendy Herring

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

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

The motion carried 6-0 and the ordinance was read the first time in abbreviated form.

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

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

Voting Nay: Director Jewell.

The motion carried 5-1 and the ordinance was read the second time in abbreviated form.

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

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

Voting Nay: Director Jewell.

The motion carried 5-1 and the ordinance was read the third time in abbreviated form.

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

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

No one came forward.

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

Voting Nay: Director Jewell.

The motion carried 5-1 and the Mayor declared the ordinance adopted.

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

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

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

No one came forward.

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

Voting Nay: Director Jewell.

The motion carried 5-1 and the Mayor declared the emergency clause enacted.

8. Ordinance No. 30-2023 authorized the Acting City Manager to enter into a lease-purchase agreement for three (3) Toyota Tacoma trucks for the Texarkana, Arkansas Police Department. (TAPD) Assistant Police Chief Bobby Jordan

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

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

The motion carried 6-0 and the ordinance was read the first time in abbreviated form.

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

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

The motion carried 6-0 and the ordinance was read the second time in abbreviated form.

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

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

The motion carried 6-0 and the ordinance was read the third time in abbreviated form.

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

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

No one came forward.

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

The motion carried 6-0 and the Mayor declared the ordinance adopted.

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

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

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

No one came forward.

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

The motion carried 6-0 and the Mayor declared the emergency clause enacted.

9. Ordinance No. 31-2023 authorized the Acting City Manager to enter into a Construction Contract with Hightech Signs the Front Street Stage Sign. (PWD) Public Works Director Tyler Richards

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

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

The motion carried 6-0 and the ordinance was read the first time in abbreviated form.

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

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

The motion carried 6-0 and the ordinance was read the second time in abbreviated form.

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

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

The motion carried 6-0 and the ordinance was read the third time in abbreviated form.

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

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

No one came forward.

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

Voting Nay: Director Harris

The motion carried 5-1 and the Mayor declared the ordinance adopted.

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

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

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

No one came forward.

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

Voting Nay: Director Harris

The motion carried 5-1 and the Mayor declared the emergency clause enacted.

10. **TABLED** - Ordinance to amend the *City of Texarkana, Arkansas, Code of Ordinances* to include an alcohol beverage permit for hotels/motels and restaurants. (FIN) Acting City Manager/Finance Director TyRhonda Henderson

After a brief discussion, the motion to table the ordinance made by Director Hart, Seconded by Director Jewell.

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

Voting Nay: Director Harris and Director Hollibush.

The motion carried 4-2 and the Mayor declared the ordinance tabled.

11. Ordinance No. 32-2023 authorized the Acting City Manager to accept the amendment of the City's 401(a) retirement plans with Mission Square (formerly ICMA) for noncivil service employees. (FIN) Acting City Manager/Finance Director TyRhonda Henderson

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

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

The motion carried 6-0 and the ordinance was read the first time in abbreviated form.

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

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

The motion carried 6-0 and the ordinance was read the second time in abbreviated form.

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

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

The motion carried 6-0 and the ordinance was read the third time in abbreviated form.

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

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

No one came forward.

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

Voting Nay: Director Harris

The motion carried 5-1 and the Mayor declared the ordinance adopted.

12. Resolution No. 2023-75 authorized the Acting City Manager to enter into contracts with Crossties and Big Ass Touring, Inc., regarding the performance of Priscilla Block at the Front Street Festival Plaza. (ADMIN) Acting City Manager/Finance Director TyRhonda Henderson

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

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

The motion carried 6-0 and the Mayor declared the resolution adopted.

BOARD OF DIRECTORS' COMMENTARY

No one came forward.

EXECUTIVE SESSION

The Board of Directors stated they did not need to go into executive session to discuss this item.

13. Resolution No. 2023-76 appointed Randy Henry to the Historic District (CCD) City Clerk Heather Soyars

Motion to adopt the resolution made by Director Hart, Seconded by Director Hollibush.

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

The motion carried 6-0 and the Mayor declared the resolution adopted.

NEXT MEETING DATE: Tuesday, September 5, 2023

ADJOURN

Motion to adjourn made by Director Hart, Seconded by Assistant mayor Roberts.

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

The motion carried 6-0 and the meeting adjourned at 7:54 PM.

APPROVED this the 5th day of September 2023.

Allen L. Brown, Mayor

Heather Soyars, City Clerk



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution approving the reimbursement of \$205,221.85 to the Texarkana Regional Airport from American Rescue Act Funds. (FIN)
Acting City Manager/Finance Director TyRhonda Henderson

AGENDA DATE: September 5, 2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Finance Department

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

REQUEST: N/A

EMERGENCY CLAUSE: N/A

SUMMARY: The American Rescue Act Fund was approved by the City of Texarkana, Arkansas Board of Directors on December 20, 2021, with Resolution No. 2021-65. This budget allocated \$972,090 in 2021 and the remaining \$656,637 in 2022. Of the total \$1,628,727, \$374,445.33 has been spent. The purpose of this agenda item is to approve the reimbursement of \$205,221.85 to the Texarkana Regional Airport for construction in connection with the Terminal Parking Lot. As this would be considered a general governmental service, it is eligible for reimbursement due to the City receiving less than \$10 million from the American Rescue Plan Act.

EXPENSE REQUIRED: \$205,221.85

AMOUNT BUDGETED: \$205,221.85

**APPROPRIATION
REQUIRED:** \$0

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

EXHIBITS: Resolution and invoice

RESOLUTION NO. _____

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

WHEREAS, of the total ARPA funds allocated, \$1,628,727.00, the total spent to date is \$374,445.33; and

WHEREAS, an eligible use of a portion of such funds is to reimburse the Texarkana Regional Airport for \$205,221.85 incurred in connection with the Terminal Parking Lot construction; and

WHEREAS, the Acting City Manager and staff recommend approval;

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

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

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 OF 4 PAGES

TO OWNER:
 Texarkana Regional Airport Authority
 201 Airport Drive
 Texarkana, AR 71854
 FROM CONTRACTOR:
 Nabholz Construction
 1718 Aldersgate Rd
 Little Rock, AR 72205
 CONTRACT FOR: TXK Terminal PH 1

PROJECT:
TXK Terminal - Parking Lot Early Site Package
 VIA ARCHITECT
 WD&D
 2434 E Joyce Blvd, Suite 10
 Fayetteville, AR 72703
 w/ McClelland Consulting Engineers
 7302 Kanis Rd
 Little Rock, Arkansas 72204

APPLICATION NO: 1

PERIOD TO: 4/30/2023

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACT DATE: 5/19/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

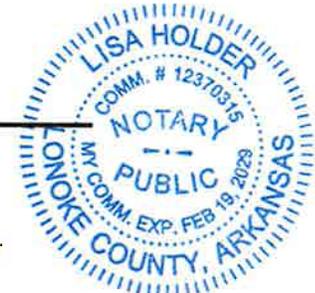
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	6,076,973.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	6,076,973.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	19,583.63
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	979.18
b. 5 % of Stored Material (Column F on G703)		0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	979.18
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	18,604.45
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	18,604.45
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	6,058,368.55

CONTRACTOR:

By: [Signature] Date: 5-2-23

State of: Arkansas County of: Pulaski
 Subscribed and sworn to and this May day of 2023
 Notary Public: [Signature]
 My Commission expires: 2-19-2029



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 18,604.45

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature] Date: 4/21/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
 APPLICATION DATE: 5/2/2023
 PERIOD TO: 4/30/2023
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	General Conditions	\$123,500.00	\$0.00	\$0.00	\$0.00	\$0.00		\$123,500.00	\$0.00
	Temporary Conditions	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00		\$55,000.00	\$0.00
	Tools/Equipment/Job Fuel	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00		\$25,000.00	\$0.00
	Site Maintenance	\$33,351.00	\$0.00	\$0.00	\$0.00	\$0.00		\$33,351.00	\$0.00
	Testing Services	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00		\$30,000.00	\$0.00
	Solar Panels	\$2,111,000.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,111,000.00	\$0.00
	Earthwork & Stormdrainage	\$2,090,200.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,090,200.00	\$0.00
	Undercut Allowance	\$305,484.00	\$0.00	\$0.00	\$0.00	\$0.00		\$305,484.00	\$0.00
	Soil Lime-Stabilization	\$408,466.00	\$0.00	\$0.00	\$0.00	\$0.00		\$408,466.00	\$0.00
	Site Sculptures	\$500,000.00	\$0.00	\$19,583.63	\$0.00	\$19,583.63	3.92%	\$480,416.37	\$979.18
	Insurance/Bonds	\$119,405.00	\$0.00	\$0.00	\$0.00	\$0.00		\$119,405.00	\$0.00
	Profit/Overhead	\$275,567.00	\$0.00	\$0.00	\$0.00	\$0.00		\$275,567.00	\$0.00
	GRAND TOTALS	\$6,076,973.00	\$ -	\$ 19,583.63	\$ -	\$ 19,583.63	0.003	\$ 6,057,389.37	\$979.18

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



612 Garland St (72032) | PO Box 2090 | Conway, Arkansas 72033-2090 | Ph 501.505.5800 | www.nabholz.com

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

STATE OF Arkansas

COUNTY OF Pulaski

PROJECT NO. 04-19-2962 PROJECT NAME: TXK Terminal – Parking Site

On receipt by the signer of this document of a check from Texarkana Regional Airport Authority (maker of check) in the sum of \$18,604.45 payable to Nabholz Construction Corporation (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Texarkana Regional Airport Authority (owner) located at 201 Airport Drive, Texarkana, AR 71854.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Texarkana Regional Airport Authority (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Given under our hands this 8th of May, 2023.

Nabholz Construction Corporation

BY: 
Earl Ballentine, Executive Project Manager

Sworn to and subscribed before me this 8th of May, 2023.




Notary Public – Lisa Holder

My Commission Expires February 19, 2029.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 OF 4 PAGES

TO OWNER:
 Texarkana Regional Airport Authority
 201 Airport Drive
 Texarkana, AR 71854
 FROM CONTRACTOR:
 Nabholz Construction
 1718 Aldersgate Rd
 Little Rock, AR 72205
 CONTRACT FOR: TXK Terminal PH 1

PROJECT:
 TXK Terminal - Parking Lot Early Site Package
 VIA ARCHITECT
 WD&D
 2434 E Joyce Blvd, Suite 10
 Fayetteville, AR 72703
 w/ McClelland Consulting Engineers
 7302 Kanis Rd
 Little Rock, Arkansas 72204

APPLICATION NO: 2 R

PERIOD TO: 6/30/2023

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACT DATE: 5/19/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	6,076,973.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	6,076,973.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	216,023.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	10,801.15
b. 5 % of Stored Material (Column F on G703)		0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	10,801.15
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	205,221.85
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	18,604.45
8. CURRENT PAYMENT DUE	\$	186,617.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	5,871,751.15

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 7-19-23
 State of: Arkansas County of: Pulaski
 Subscribed and sworn to before me this 19th day of July, 2023
 Notary Public: [Signature]
 My Commission expires: 2-19-2029

ARCHITECT'S CERTIFICATE FOR PAYMENT

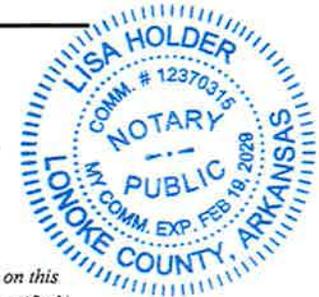
In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 186,617.40

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: [Signature] Date: 7/20/23
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2

APPLICATION DATE: 7/7/2023

PERIOD TO: 6/30/2023

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			WORK COMPLETED		FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	General Conditions	\$123,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$123,500.00	\$0.00	
	Temporary Conditions	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$55,000.00	\$0.00	
	Tools/Equipment/Job Fuel	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$25,000.00	\$0.00	
	Site Maintenance	\$33,351.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$33,351.00	\$0.00	
	Testing Services	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$30,000.00	\$0.00	
	Solar Panels	\$2,111,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,111,000.00	\$0.00	
	Earthwork & Stormdrainage	\$2,090,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,090,200.00	\$0.00	
	Undercut Allowance	\$305,484.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$305,484.00	\$0.00	
	Soil Lime Stabilization	\$408,466.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$408,466.00	\$0.00	
	Site Sculptures	\$500,000.00	\$19,583.63	\$185,416.37	\$0.00	\$205,000.00	41.00%		\$295,000.00	\$10,250.00	
	Insurance/Bonds	\$119,405.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$119,405.00	\$0.00	
	Profit/Overhead	\$275,567.00	\$0.00	\$11,023.00	\$0.00	\$11,023.00	4.00%		\$264,544.00	\$551.15	
	GRAND TOTALS	\$6,076,973.00	\$ 19,583.63	\$ 196,439.37	\$ -	\$ 216,023.00	4%	\$ 5,860,950.00	\$10,801.15		

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Adopt a Resolution to abolish Resolution No. 6254, regarding the Board of Directors travel allowances. (FIN) Acting City Manager/Finance Director TyRhonda Henderson
AGENDA DATE:	September 5, 2023
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
DEPARTMENT:	Finance Department
PREPARED BY:	TyRhonda Henderson, Acting City Manager/Finance Director
REQUEST:	N/A
EMERGENCY CLAUSE:	N/A
SUMMARY:	The purpose of this resolution is to abolish Resolution No. 6254, which set the travel limit for each board member at \$1,200 per year.
EXPENSE REQUIRED:	\$0
AMOUNT BUDGETED:	\$0
APPROPRIATION REQUIRED:	\$0
RECOMMENDED ACTION:	Acting City Manager and staff recommend approval
EXHIBITS:	Resolution and Resolution No. 6254

RESOLUTION NO. _____

WHEREAS, the City of Texarkana, Arkansas, desires to address travel allowances and expenses for each board member in the yearly budget; and

WHEREAS, Resolution No. 6254, passed and approved March 2, 2015, set limits on director's travel for the year at \$1,200 per director; and

WHEREAS, Board member travel may require expenditures and expenses in excess of \$1,200; and

WHEREAS, Resolution No. 6254, must be repealed in order to allow the City to provide travel expenditures in excess of \$1,200; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that Resolution No. 6254, passed and approved March 2, 2015, is hereby repealed.

PASSED AND APPROVED this 5th day of September 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

RESOLUTION NO. 6254

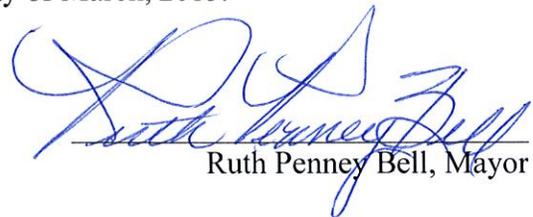
WHEREAS, by Resolution No. 6239 the City's FY2015 Budget was approved and by subsequent action, amended by Resolution No. 6246; and

WHEREAS, within said budget, as amended, there is a line item for the Board of Director's travel and other Board expenses in the aggregate amount of \$8,000.00; and

WHEREAS, the Board wishes to further amend the budget line-item so as to limit travel or other expenses which may be reimbursed to or paid on behalf of any one Director from said budget line item to \$1,200.00 per Director (subject, however, to availability in light of any other expenses properly posted to and drawn against said budget line item);

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Texarkana, Arkansas, that the maximum amount that may be paid on behalf of or reimbursed for travel or other expenses under the above identified budget line item is limited to \$1,200.00 per Director, subject however, to availability at the time of an expenditure or application for reimbursement given any other expenses properly posted to said budget line item.

PASSED AND APPROVED this 2nd day of March, 2015.


Ruth Penney Bell, Mayor

ATTEST:



Heather Soyars, City Clerk

APPROVED:



George M. Matteson, City Attorney



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the Acting City Manager to enter into a construction contract with Francis Excavating, LLC., for the County Avenue Rehabilitation Project. (PWD) Public Works Director Tyler Richards

AGENDA DATE: September 5, 2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Public Works Department

PREPARED BY: Tracie Lee, Assistant Public Works Director

REQUEST: Enter into a construction contract with Francis Excavating, LLC., for the County Avenue Rehabilitation Project.

EMERGENCY CLAUSE: N/A

SUMMARY: Award the construction contract to Francis Excavating, LLC., in the amount of five hundred twenty-seven thousand, one hundred forty-two dollars and ninety cents (\$527,142.90) for the County Avenue Rehabilitation.

On Thursday, August 17, 2023, a bid opening was conducted at City Hall for the referenced project. Two qualified bids were received that met the bidding requirements. A.L. Franks Engineering, Inc., reviewed the bids and found no errors in the submission. The low bid by Francis Excavating, LLC., was accepted by the Public Works Director to be submitted to the Board of Directors for approval.

Francis Excavating, LLC., is licensed in the State of Arkansas and located in Nash, Texas. Francis Excavating, LLC., is very experienced and capable to complete the project.

Award of this contract to Francis Excavating, LLC., meets all bidding requirements. Funds were budgeted and are available for the award of this contract.

EXPENSE REQUIRED: \$527,142.90

AMOUNT BUDGETED: \$600,000.00 (\$452,560.00 County Avenue line Item and \$147,440.00 from project underruns on both Freedom/Calhoun Trail and South Valley Road.)

**APPROPRIATION
REQUIRED:** \$0.00

**RECOMMENDED
ACTION:**

Acting City Manager and staff recommend board approval.

EXHIBITS:

Resolution, Bid Recommendation, Bid Sign-In Sheet, and Francis Excavating, LLC., Bid.

RESOLUTION NO. _____

WHEREAS, after advertisement, bids were submitted by Francis Excavating, LLC., and Tatum Excavating Company, Inc., for the County Avenue Rehabilitation Project; and

WHEREAS, A.L. Franks Engineering, Inc., reviewed the bids and found no errors in their submissions; and

WHEREAS, Francis Excavating, LLC., was the low bidder for the project in the amount of \$527,142.90; and

WHEREAS, funds are budgeted and available; and

WHEREAS, the Acting City Manager and staff recommend Board approval;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that the Acting City Manager is hereby authorized to enter into a construction contract with Francis Excavating, LLC., for the for the County Avenue Rehabilitation Project in the amount set forth above.

PASSED AND APPROVED this 5th day of Setpember 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney



118 East Broad Street
Texarkana, AR 71854
PHONE 870.216.1906 • FAX 870.216.1907

August 17, 2023

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

RE: County Avenue Rehabilitation
Bid Recommendation

Dear Mr. Richards:

On Thursday August 17th, 2023 a bid opening was conducted at City Hall for the referenced project. Two qualified bids were received that met the bidding requirements. We have reviewed the bids and found no errors in the submission. The low bid was submitted by Francis Excavating LLC as further shown. A bid tabulation is further enclosed for your review as well.

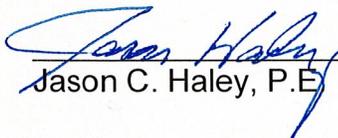
<u>Contractor</u>	<u>Base Bid Schedule A</u>	<u>Base Bid Schedule B</u>
Francis Excavating	\$749,585.20	\$527,142.90
TEC, Inc.	\$845,357.00	\$612,855.00

Francis Excavating is licensed in the State of Arkansas and is located in Nash, Texas. Francis has completed numerous projects of this type in the past and is capable to complete the project. We recommend award of the County Avenue rehabilitation project to Francis Excavating LLC in the amount of Five hundred twenty-seven thousand, one hundred forty-two dollars and ninety cents (\$527,142.90).

If you have any questions or require additional information, please contact me.

Sincerely,

A. L. FRANKS ENGINEERING, INC.



Jason C. Haley, P.E.

CITY OF TEXARKANA, ARKANSAS
COUNTY AVENUE REHABILITATION
BID DATE: AUGUST 17, 2022
BID TABULATION

ITEM	QTY	UNIT	DESCRIPTION SCHEDULE A	FRANCIS EXCAVATING		TATUM EXCAVATING	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	1	SY	Mobilization as necessary to complete the Project (Maximum 10% billed with 1st Pay Request, And prorated over remaining Pay Request)	\$ 20,877.00	\$ 20,877.00	\$ 40,425.00	\$ 40,425.00
2	6650	SY	Perform removal of existing concrete curb and gutter And top 7-inches of existing pavement section to include all labor and equipment needed for milling, hauling, and removal of pavement surface	\$ 11.74	\$ 78,071.00	\$ 19.00	\$ 126,350.00
3	7064	SY	Perform cement stabilization to existing subbase At a depth of 6-inches and a rate of 30 lb/sy the A width of 34-ft, including all material, labor	\$ 9.05	\$ 63,929.20	\$ 13.00	\$ 91,832.00
4	6650	SY	Provide and Install 7" reinforced concrete pavement to include sawcutting, backfilling of curb, materials, labor, and equipment	\$ 68.77	\$ 457,320.50	\$ 65.00	\$ 432,250.00
5	1	LS	Install Traffic Control and Barricading in accordance with MUTCD standards for street reconstruction including labor, materials, and signage	\$ 8,750.00	\$ 8,750.00	\$ 36,000.00	\$ 36,000.00
6	1	LS	Testing of materials, compaction, or other items requested by the Engineer and performed by an approved laboratory with a project allowance of \$3,500	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
7	4850	SY	Perform ACHM milling (2" depth) of existing asphalt Surface to include all equipment, labor, and hauling As necessary to remove and haul millings to City Yard	\$ 3.95	\$ 19,157.50	\$ 4.50	\$ 21,825.00
8	4850	SY	Provide and Install ACHM Surface Mix (2" compacted depth)(PG 64-22) including prime coat, labor and equipment	\$ 17.66	\$ 85,651.00	\$ 16.90	\$ 81,965.00
9	40	LF	Remove and Replace Concrete Curb and Gutter to include sawcutting, disposal, labor, materials, and equipment	\$ 105.00	\$ 4,200.00	\$ 77.00	\$ 3,080.00
10	1	LS	Perform pavement markings to include centerline, stopbars, turn arrows, and turn lanes (painted) (Realtor Ave to Ar Blvd)	\$ 8,129.00	\$ 8,129.00	\$ 8,130.00	\$ 8,130.00
TOTAL OF ITEMS (1-10)				\$ 749,585.20		\$ 845,357.00	
DEDUCTIVE BID SCHEDULE-A (DEDUCT ITEMS 7, 8, & 9)				\$ 640,576.70		\$ 738,487.00	

CITY OF TEXARKANA, ARKANSAS
 COUNTY AVENUE REHABILITATION
 BID DATE: AUGUST 17, 2022
 BID TABULATION

ITEM	QTY	UNIT	DESCRIPTION	FRANCIS EXCAVATING		TATUM EXCAVATING	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SCHEDULE B							
1	1	LS	Perform Mobilization as necessary to complete the Project (Maximum 10% billed with 1st Pay Request, And prorated over remaining Pay Request)	\$ 18,684.00	\$ 18,684.00	\$ 39,140.00	\$ 39,140.00
2	5770	SY	Perform removal of 13-inches of existing pavement Section (asphalt and subbase)(not including curb And gutter) to include all labor and equipment needed for labor, equipment, and removal of pavement materials	\$ 6.94	\$ 40,043.80	\$ 21.50	\$ 124,055.00
3	5770	SY	Install Tensor Hx5.5 Geogrid to existing subgrade In accordance with manufacturer recommendations including all material, labor, and equipment	\$ 4.59	\$ 26,484.30	\$ 4.30	\$ 24,811.00
4	5770	SY	Provide and Install 10" ARDOT Crushed Stone (Class 7) Base Material to include materials, compaction, Labor, and equipment	\$ 28.37	\$ 163,694.90	\$ 29.00	\$ 167,330.00
5	5770	SY	Provide and Install ACHM Surface Mix (3" compacted depth)(PG 64-22) including prime coat, labor and equipment	\$ 27.92	\$ 161,098.40	\$ 24.70	\$ 142,519.00
6	4850	SY	Perform ACHM milling (2" depth) of existing asphalt Surface to include all equipment, labor, and hauling As necessary to remove and haul millings to City Yard	\$ 3.95	\$ 19,157.50	\$ 4.50	\$ 21,825.00
7	4850	SY	Provide and Install ACHM Surface Mix (2" compacted depth)(PG 64-22) including prime coat, labor and equipment	\$ 17.66	\$ 85,651.00	\$ 16.90	\$ 81,965.00
8	40	LF	Remove and Replace Concrete Curb and Gutter to include sawcutting, disposal, labor, materials, and equipment	\$ 105.00	\$ 4,200.00	\$ 77.00	\$ 3,080.00
9	1	LS	Perform pavement markings to include centerline, stopbars, turn arrows, and turn lanes (painted) (Realtor Ave to Ar Blvd)	\$ 8,129.00	\$ 8,129.00	\$ 8,130.00	\$ 8,130.00
TOTAL OF ITEMS (1-9)				\$	\$ 527,142.90	\$	\$ 612,855.00
DEDUCTIVE BID SCHEDULE-B (DEDUCT ITEMS 6, 7, & 8)				\$	\$ 418,134.40	\$	\$ 505,985.00


 JASON HALEY, P.E. PROJECT ENGINEER
 8-17-23

*Note correction made by A.L. Franks Engineering

BID OPENING SHEET

JOB NAME:

*City of Texarkana, Arkansas
Street Rehab – County Avenue*

Bid Date and Time:

Tuesday August 17, 2023 2:00PM

Tatum Excavating Company, Inc.
Ross Sarine
2416 S Lake Dr
Texarkana, TX 75501
903-949-5424
ross@tatumexcavating.com

A-Total Base (1-10) \$ 845,357.⁰⁰
A-Total Less Items 7-9 \$ 738,487.⁰⁰
B-Total Base (1-9) \$ 612,855.⁰⁰
B-Total Less Items 6-8 \$ 505,985.⁰⁰

Francis Excavating
Greg Francis
PO Box 1009
Nash, Texas
9032766021
greg@francisexcavating.com

A-Total Base (1-10) \$ 749,585.⁰⁰
A-Total Less Items 7-9 \$ 640,576.⁷⁰
B-Total Base (1-9) \$ 527,142.⁰⁰

B-Total Less Items 6-8 \$ 418,134.⁴⁰

Contech Contractors, Inc.
William Douglas
PO Box 5830
Texarkana
903-831-4515
[wb@contechcontractorsinc.com](mailto:w@contechcontractorsinc.com)

A-Total Base (1-10) \$ _____
A-Total Less Items 7-9 \$ _____
B-Total Base (1-9) \$ _____
B-Total Less Items 6-8 \$ _____

Wiley Calhoun Co.
3906 N. Rondo Rd.
Texarkana, AR 71854
(870) 773-0551
FAX: (870)-772-6308

A-Total Base (1-10) \$ _____
A-Total Less Items 7-9 \$ _____
B-Total Base (1-9) \$ _____
B-Total Less Items 6-8 \$ _____

SIGN-IN SHEET

JOB NAME: Street Rehab – County Avenue
City of Texarkana, Arkansas

DATE: August 17, 2023 2:00PM

Name

Company

Jill Warren

Francis Excavating

Kristen Minchew

Francis Excavating

Caleb Young

TEC, INC.

Jason Hahay

A.L. Franks Engr.

Tyler Richards

CITY OF TEXARKANA



STATEMENT OF QUALIFICATIONS:

Francis Excavating LLC

Bidder

PO Box 1009

Nash, TX 75569

Address

Similar Projects Completed by Bidder:

1. NAME OF PROJECT: AR Game & Fish Yarborough Landing Parking Expansion

OWNER: AR Game & Fish ADDRESS: Ashdown, AR

DATE STARTED: May 2023 DATE COMPLETED: Jul 2023

APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: \$754,598.00

2. NAME OF PROJECT: City of Glenwood - Drainage Improvements

OWNER: City of Glenwood, AR ADDRESS: Glenwood, AR

DATE STARTED: Mar 2023 DATE COMPLETED: Jun 2023

APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: \$390,807.00

3. NAME OF PROJECT: City of Linden, TX Kaufman Banger Road Rehab

OWNER: City of Linden, TX ADDRESS: Linden, TX

DATE STARTED: Feb 2023 DATE COMPLETED: Apr 2023

APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: \$540,041.75

4. OTHER PROJECT REFERENCES: _____

PROPOSAL

TO: Public Works Director
City of Texarkana, Arkansas

FOR: Country Avenue
Rehabilitation

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the form of Contract, Notice to Bidders, and Specifications therein referred to, and has carefully examined the locations, conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is further agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the Specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood and agreed that the work is to be completed in full within **150 calendar days** beginning on the date stated in the work order on which work is to be commenced. The City of Texarkana, AR shall withhold, permanently from the Contractor's total compensation, the sum of Five Hundred Dollars (\$500.00) per calendar day for liquidated damages.

Accompanying this proposal is a certified or cashier's check or bid bond, payable to the City of Texarkana, Arkansas for

5% of Bid Dollars (\$ _____).

The bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a Contract and to file a performance and payment bonds within fifteen days after its acceptance, in which case the bid security shall become the property of the City of Texarkana, AR, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder. It is understood that the City of Texarkana, AR reserves the right to reject any and all bids and to waive any informalities in the bidding.

In the event of the award of a Contract to the undersigned, the undersigned will furnish a Performance and Payment Bond each for the full amount of the Contract to secure proper compliance with the terms and provisions of the Contract, to insure and guarantee the work until final completion and acceptance, and to guarantee Payment of all lawful claims for labor performed and materials furnished in the fulfillment of the Contract.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

NOTE:--Unit and lump sum prices must be shown in words and in figures for each item listed in this Proposal, and in the event of discrepancy, the words shall control. Should bid prices on any items be omitted, the right is reserved to apply the lowest prices submitted under this Proposal. In the event of discrepancies, the Owner reserves the right to accept or reject informalities.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated <u>8/2/23</u>	Rec. via mail _____	Rec. via fax ^{Email} <input checked="" type="checkbox"/>
Addendum No. 2 dated _____	Rec. via mail _____	Rec. via fax _____
Addendum No. 3 dated _____	Rec. via mail _____	Rec. via fax _____
Addendum No. 4 dated _____	Rec. via mail _____	Rec. via fax _____
Addendum No. 5 dated _____	Rec. via mail _____	Rec. via fax _____

CONTRACTOR: Francis Excavating LLC

BY: 

NAME: Greg Francis

TITLE: Managing Member

ADDRESS: 1356 S Kings Hwy, Texarkana, TX 75501

(Street Address or Physical Address)

MAILING ADDRESS: PO Box 1009

(P. O. Box)

CITY & STATE: Nash, TX

ZIP: 75569

TELEPHONE: 903-223-3774

FAX TELEPHONE: _____

County Avenue Rehabilitation

BID PROPOSAL – SCHEDULE A

Station 0+70 to 19+40 (CONCRETE PVMT)

<u>ITEM</u>	<u>QTY/UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	1 LS	Perform Mobilization as necessary to complete the Project (Maximum 10% billed with 1 st Pay Request, And prorated over remaining Pay Request) for the lump price of	\$ <u>20,877.00</u>	\$ <u>20,877.00</u>
Twenty thousand eight hundred seventy-seven Dollars and			<u>Zero</u> Cents/LS	
2.	6,650 S.Y.	Perform removal of existing concrete curb and gutter And top 7-inches of existing pavement section to include all labor and equipment needed for milling, hauling, and removal of pavement surface In accordance with the project specifications and Plans for the unit price of	\$ <u>11.74</u>	\$ <u>78,071.00</u>
Eleven Dollars and				
Seventy-four Cents/S.Y.				

BID PROPOSAL-A
(Cont'd)

<u>ITEM</u>	<u>QTY/UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
3.	7,064 S.Y.	Perform cement stabilization to existing subbase At a depth of 6-inches and a rate of 30 lb/sy the A width of 34-ft, including all material, labor and equipment as required per the plans and specifications for the unit price of <u>Nine Dollars and</u>	\$ <u>9.05</u>	\$ <u>63,929.20</u>
4.	6,650 S.Y.	Provide and Install 7" reinforced concrete pavement to include sawcutting, backfilling of curb, materials, labor, and equipment as shown in the plans and specifications for the unit price of <u>Sixty-eight Dollars and</u>	\$ <u>68.77</u>	\$ <u>457,320.50</u>
5.	1 L.S.	Provide and Install Traffic Control and Barricading In accordance with MUTCD standards for street Reconstruction including labor, materials, and signage as described in the plans and specifications for the Lump Sum price of <u>Eight thousand seven hundred fifty Dollars and</u>	\$ <u>8,750.00</u>	\$ <u>8,750.00</u>

BID PROPOSAL-A
(Cont'd)

<u>ITEM</u>	<u>QTY/UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
6.	1 LS	Perform Testing of materials, compaction, Or other items requested by the Engineer And performed by an approved laboratory With a project allowance of \$3,500 per the Project plans and specifications for the lump price of <u>THREE Thousand FIVE Hundred</u> Dollars and <u>Zero</u> Cents/LS	<u>\$ 3,500.00</u>	<u>\$ 3,500.00</u>

BID PROPOSAL-A
(Cont'd)

(Station 19+40 to 34+70)

<u>ITEM</u>	<u>QTY/UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
7.	4.850 S.Y.	Perform ACHM milling (2" depth) of existing asphalt Surface to include all equipment, labor, and hauling As necessary to remove and haul millings to City Yard in accordance with the project specifications and Plans for the unit price of <u>Three Dollars and</u>	\$ <u>3.95</u>	\$ <u>19,157.50</u>
		<u>Ninety-five Cents/S.Y.</u>		
8.	4.850 S.Y.	Provide and Install ACHM Surface Mix (2" compacted depth)(PG 64-22) including prime Coat, labor and equipment as required per the plans and specifications for the unit price of <u>Seventeen Dollars and</u>	\$ <u>17.66</u>	\$ <u>85,651.00</u>
		<u>Sixty-six Cents/SY</u>		

BID PROPOSAL-A
(Cont'd)

<u>ITEM</u>	<u>QTY/UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
9.	40 LF	Remove and Replace Concrete Curb and Gutter To include sawcutting, disposal, labor, materials, And equipment necessary as noted in the plans And specifications for the unit price of <u>One hundred five Dollars and</u>	\$ <u>105.00</u>	\$ <u>4,200.00</u>
10.	1 LS	Perform pavement markings to include centerline, Stopbars, turn arrows, and turn lanes (painted) (Realtor Ave to Ar Blvd) as noted in the plans and specifications for the lump sum price of <u>Eight thousand one hundred twenty-nine Dollars and</u>	\$ <u>8,129.00</u>	\$ <u>8,129.00</u>
<p align="right">BASE BID SCHEDULE-A: TOTAL OF ITEMS 1-10</p>			\$	<u>749,585.20</u>
<p align="right">DEDUCTIVE BID SCHEDULE-A: DEDUCT ITEMS 7, 8, & 9</p>			\$	<u>640,576.70</u>

County Avenue Rehabilitation

BID PROPOSAL - SCHEDULE B

Station 0+70 to 19+40 (FLEXIBLE PVMT)

<u>ITEM</u>	<u>QTY/UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	1 LS	Perform Mobilization as necessary to complete the Project (Maximum 10% billed with 1 st Pay Request, And prorated over remaining Pay Request) for the lump price of	\$ 18,684.00	\$ 18,684.00
<u>Eighteen thousand six hundred eighty-four Dollars and</u>			<u>Zero Cents/LS</u>	
2.	5,770 S.Y.	Perform removal of 13-inches of existing pavement Section (asphalt and subbase)(not including curb And gutter) to include all labor and equipment needed for Labor, equipment, and removal of pavement materials In accordance with the project specifications and Plans for the unit price of	\$ 6.94	\$ 40,043.80
<u>Six Dollars and</u>				
<u>Ninety-four Cents/S.Y.</u>				

BID PROPOSAL-B
(Cont'd)

<u>ITEM</u>	<u>QTY/UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
3.	5,770 S.Y.	Install Tensar Hx5.5 Geogrid to existing subgrade In accordance with manufacturer recommendations including all material, labor, and equipment as required per the plans and specifications for the unit price of <u>Four Dollars and</u> <u>Fifty-nine Cents/SY</u>	\$ <u>4.59</u>	\$ <u>26,484.30</u>
4.	5,770 S.Y.	Provide and Install 10" ARDOT Crushed Stone (Class 7) Base Material to include materials, compaction, Labor, and equipment as shown in the plans and specifications for the unit price of <u>Twenty-eight Dollars and</u> <u>Thirty-seven Cents/SY</u>	\$ <u>28.37</u>	\$ <u>163,694.90</u>
5.	5,770 S.Y.	Provide and Install ACHM Surface Mix (3" compacted depth)(PG 64-22) including prime Coat, labor and equipment as required per the plans and specifications for the unit price of <u>Twenty-seven Dollars and</u> <u>Ninety-two Cents/SY</u>	\$ <u>27.92</u>	\$ <u>161,098.40</u>

BID PROPOSAL-B
(Cont'd)

(Station 19+40 to 34+70)

<u>ITEM</u>	<u>QTY/UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
6.	4,850 S.Y.	Perform ACHM milling (2" depth) of existing asphalt Surface to include all equipment, labor, and hauling As necessary to remove and haul millings to City Yard in accordance with the project specifications and Plans for the unit price of <u>Three Dollars and</u>	\$ <u>3.95</u>	\$ <u>19,157.50</u>
7.	4,850 S.Y.	Provide and Install ACHM Surface Mix (2" compacted depth)(PG 64-22) including prime Coat, labor and equipment as required per the plans and specifications for the unit price of <u>Seventeen Dollars and</u>	\$ <u>17.66</u>	\$ <u>85,651.00</u>

BID PROPOSAL
(Cont'd)

<u>ITEM</u>	<u>QTY/UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
8.	40 LF	Remove and Replace Concrete Curb and Gutter To include sawcutting, disposal, labor, materials, And equipment necessary as noted in the plans And specifications for the unit price of <u>One hundred five Dollars and</u>	\$ <u>105.00</u>	\$ <u>4,200.00</u>
9.	1 LS	Perform pavement markings to include centerline, Stopbars, turn arrows, and turn lanes (painted) (Realtor Ave to Ar Blvd) as noted in the plans and specifications for the lump sum price of <u>Eight thousand one hundred twenty-nine Dollars and</u>	\$ <u>8,129.00</u>	\$ <u>8,129.00</u>
<u>Zero Cents/LF</u>				
<u>Zero Cents/L.S.</u>				
BASE BID SCHEDULE-B: TOTAL OF ITEMS 1-9			\$	<u>527,142.90</u>
DEDUCTIVE BID SCHEDULE-B: DEDUCT ITEMS 6, 7, & 8			\$	<u>418,134.40</u>

Notes:

Other incidental items required to complete the project as noted in the plans and specifications shall be considered subsidiary to the bid items. Mailboxes and signage may be required for removal, temporary setup, and permanent installation where affected by street improvements.

Sawcutting of pavements to ensure clean transition from existing to new shall be performed. The contractor shall notify TWU to obtain meter for fire hydrant for watering of street and pay all expenses and fees for water. Spoil materials shall be removed and hauled off by the contractor.

Upon excavation, stabilization and compaction of subgrade and road base the contractor shall promptly plan to final pavement. Damages to roadbed due to exposure to weather shall be repaired at the contractor's expense.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Francis Excavating, LLC, as Principal, and
Merchants National Bonding, Inc. as Surety, are hereby held and firmly
bound unto City of Texarkana, Arkansas, as OWNER in the penal sum of
Five Percent of Amount of Bid (5% of Bid) for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.
Signed, this 8th day of August, 2023. The Condition of
the above obligation is such that whereas the Principal has submitted to
City of Texarkana, Arkansas a certain BID, attached hereto and hereby
made a part hereof to enter into a contract in writing, for the _____
Country Avenue Rehabilitation, Texarkana, Arkansas

NOW, THEREFORE,

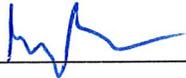
- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Francis Excavating, LLC

Principal

By:  _____

Merchants National Bonding, Inc.

Surety

By: Heather Hicks _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized in accordance with Section 22 of the General Conditions to transact business in the State of Texas.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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

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

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

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

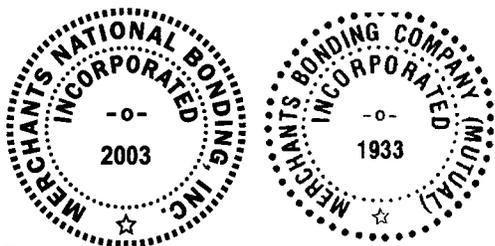
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

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

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

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



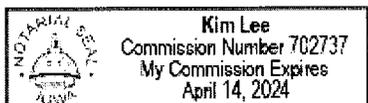
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

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

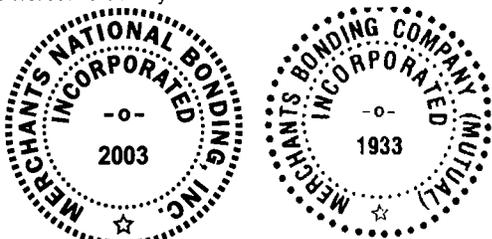


Kim Lee
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of August, 2023.



William Warner Jr.
Secretary



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the Acting City Manager to extend the existing Refuse Collection Contracts with Richardson Waste II, Inc., and Edmondson's Trash Service for the City of Texarkana, Arkansas. (PWD) Public Works Director Tyler Richards

AGENDA DATE: September 5, 2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Public Works Department

PREPARED BY: Tracie Lee, Assistant Public Works Director

REQUEST: To extend the existing Refuse Collection Contracts with Richardson Waste II, Inc., and Edmondson's Trash Service for the City of Texarkana, Arkansas.

EMERGENCY CLAUSE: N/A

SUMMARY: Extending existing contracts with Richardson Waste II, Inc., and Edmondson's Trash Service.

The terms of the contract will be for five years effective October 1, 2023, through September 30, 2028. Both residential and yard waste will continue to be collected as in the past. Regular residential garbage shall be collected a minimum of two (2) times per week, with collections on either Monday and Thursday or Tuesday and Friday. Yard waste shall be collected one time per week on Wednesday.

The monthly base service charge shall remain the same at \$13.00. A rate increase will not be considered as the hauler rate was increased in 2022 by \$2.00 and by \$0.38 in 2023. The City's solid waste ordinance was also amended to include an annual CPI increase that shall not exceed three (3) percent. If the CPI is lower than three (3) percent in any given year the increase shall be at the lower rate. If the CPI is higher than three (3) percent in any given year the increase shall be three (3) percent.

One public meeting was held on August 17, 2023, with the Solid Waste Committee, comprised of Mayor Allen Brown, Assistant Mayor Terry Roberts and Director Jeff Hart to review and discuss refuse collection contracts. At the recommendation of the committee the contracts are being submitted to the Board of Directors for approval to extend the existing refuse collection contracts.

EXPENSE REQUIRED: \$0.00

AMOUNT BUDGETED:	\$0.00
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APPROPRIATION REQUIRED:	\$0.00
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RECOMMENDED ACTION:	Acting City Manager and staff recommend board approval.
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EXHIBITS:	Resolution, Original Contract Extension (Resolution No. 2016-50), Hauler Increase & CPI Annual Increase (Resolution No. 2021-62), Solid Waste Ordinance Amendment (Ordinance No. 36-2022), and Draft Letters to Richardson Waste II, Inc., and Edmondson Trash service.
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RESOLUTION NO. _____

WHEREAS, the existing Refuse Collection Contracts with Richardson Waste II, Inc., and Edmonson's Trash Service are all set to expire on September 30, 2023; and

WHEREAS, the Solid Waste Management Committee met on August 17, 2023, and recommended that said contracts be extended for an additional five years (beginning October 1, 2023, and ending September 30, 2028); and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that the Acting City Manager is hereby authorized and directed to offer to each of Richardson Waste II, Inc., and Edmonson's Trash Service a five year extension of their respective Refuse Collection contracts; provided, however, that in order for such extension to be binding, the hauler must sign and return, without modification or counteroffer, the written offer of extension provided by the Acting City Manager on or before September 29, 2023; otherwise, any non-extended contract will expire by its terms.

PASSED AND APPROVED this 5th day of September 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

RESOLUTION NO. 202162

WHEREAS, one or more of the current contractors currently under contract with the City to provide residential waste removal and hauling services (all of such service providers, whether or not having recently requested an increase, are hereinafter the “Hauling Contractors”) have requested service rate increases; and

WHEREAS, the current contracts with each of the Hauling Contractors are set to expire in September, 2023, unless terminated sooner pursuant to the terms thereof; and

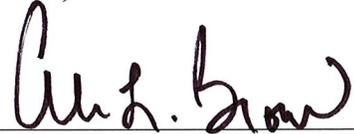
WHEREAS, upon consideration by the Solid Waste Committee, it is recommended that:

1. Commencing January 1, 2022, the current residential waste collection and removal rate paid to the Hauling Contractors be increased as follows by an additional Two Dollars (\$2.00) per residential unit;
2. With or without request by any Hauling Contractor, commencing January 1, 2023, for each such hauling contract existing and in effect as of the date of passage of this Resolution and remaining in effect as of January 1, 2023, the residential rate paid to the Hauling Contractor thereafter and thereunder be increased, by a percentage equal to the lesser of (i) three percent (3.00%), or, (ii) 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) with the change under this option numbered 2. being determined by comparison of the identified CPI figure for January 1, 2022, with that of January 1, 2023;
3. Provided that, in no event shall the increase contemplated by option numbered 2. immediately above have any effect or force unless and until allocation or appropriation of funds by the Board of Directors in an amount sufficient and adequate to reasonably pay the estimated expense of such 2023 increase through the end of the then existing term of such hauling contract, either by approval of the FY 2023 budget or by separate appropriation;

WHEREAS, the City Manager and staff recommend approval;

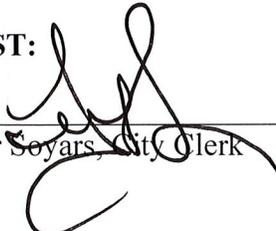
NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Texarkana, Arkansas, that Solid Waste Residential Rate paid to residential Hauling Contractors as set forth above effective January 1, 2022, is approved and, further, that the mechanism and formula for further adjustment on January 1, 2023, described above for any Hauler Contractors so qualifying for such increase pursuant to the terms described above, is approved.

PASSED AND APPROVED this 7th day of December, 2021.



Allen L. Brown, Mayor

ATTEST:



Heather Soyars, City Clerk

APPROVED:



George Matteson, City Attorney

ORDINANCE NO. 36-2022

AN ORDINANCE CONCERNING SOLID WASTE REMOVAL TO AMEND THE *CITY OF TEXARKANA, ARKANSAS, CODE OF ORDINANCES* TO INCREASE RESIDENTIAL RATES; IMPLEMENT AN ANNUAL CPI ADJUSTMENT FORMULA; MAKE PERMANENT CERTAIN TEMPORARY RATES; IMPLEMENT A FUEL SURCHARGE; WAIVE COMPETITIVE BIDDING; AUTHORIZE CORRESPONDING AMENDMENTS TO EXISTING SOLID WASTE HAULER AGREEMENTS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, solid waste collection within the City of Texarkana, Arkansas, is divided into two zones and, at present, each zone is serviced by a different solid waste refuse hauler; and

WHEREAS, the Refuse Collection Contracts with each hauler are each set to expire on September 30, 2023; and

WHEREAS, the Solid Waste Management Committee met on November 21, 2022, and recommended that the Board of Directors implement increased residential solid waste consumer rates to account for the corresponding Consumer Price Index (CPI) increase coming into effect on January 1, 2023; implement an annual residential consumer rate CPI adjustment formula; make permanent certain temporary increases in commercial solid waste consumer rates; implement a fuel surcharge to offset the increased fuel expense associated with waste removal; authorize amendment to existing solid waste hauler contracts to account for the same; and

WHEREAS, the existing solid waste haulers are the sole haulers currently under contract with the City, serving certain designated and dedicated zones, with contracts to expire in September of next year; and

WHEREAS, under the circumstances, the current solid waste haulers are sole providers, modification of such existing contracts not lending itself or making practical of feasible competitive bidding; and

WHEREAS, it is necessary to waive any competitive bidding practices that might otherwise be required by applicable statute and ordinance as permitted by Ark. Code Ann. §14-47-138 and §2-27 of the *City of Texarkana, Arkansas, Code of Ordinances* (“the Code”); and

WHEREAS, the City Manager and staff recommend approval;

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the City of Texarkana, Arkansas, that:

SECTION 1. Commencing January 1, 2023, the residential garbage collection removal rate contemplated by Section 22-5 of the Code shall increase by thirty-eight cents (\$0.38) per month.

SECTION 2.

- (a) Section 22-5 of the Code is amended to add the following as subparagraph (d):
 - Commencing January 1, 2023, and on January 1, of each year thereafter occurring, charges due and payable under and set forth in Section 22-5 of this Code shall be increased by a percentage equal to the lesser of (i) three percent (3.00%), or, (ii) 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) with the change being determined by comparison of the identified CPI figure for January 1, of the immediately preceding year with that of January 1, of the current year.
- (b) The City Manager is authorized to enter in an amendment to each residential waste hauling contract now in effect to implement the following provisions:
 - (i) Commencing January 1, 2023, and on January 1, of each year thereafter occurring during the term of this agreement, with or without request, the monthly service charge per residential unit then in effect shall increase, by a percentage equal to the lesser of (i) three percent (3.00%), or, (ii) 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) with the change under this option numbered 2. being determined by comparison of the

identified CPI figure for January 1 of the immediately preceding year and with that of January 1 of the current year;

(ii) Provided that, in no event shall the increase contemplated by (b)(i) immediately above have any effect or force unless and until allocation or appropriation of funds by the Board of Directors in an amount sufficient and adequate to reasonably pay the estimated expense of such corresponding annual increase through the end of the then existing term of such hauling contract, either by approval of the budget for the year of the increase or by separate appropriation

SECTION 3. The following is added as Section 22-8 of the Code:

Fuel Surcharge – Residential Garbage Collection. In order to offset the corresponding expense incurred by the City in connection with the cost of fuel associated with residential garbage removal, commencing January 1, 2022, and continuing thereafter, any fuel surcharge being paid to the residential garbage removal contractors under contract with the City shall be passed through and billed in the same manner as garbage collection charged pursuant to Section 22-5 of the Code.

SECTION 4. The City Manager is authorized to enter into an amendment to each residential waste hauler contract now in effect providing for the follow terms as relate to a residential solid waste removal fuel surcharge:

(a) The adjustments contemplated herein are based on the monthly average price of diesel fuel, as determined by reference to the Energy Information Administration of the US Department of Energy (EIA/DOE)'s Weekly Retail Diesel (On Highway) – (All Types) Prices for the Gulf Coast (PADD 3) for which Arkansas is a part. The EIA/DOE currently publishes these prices on their website at the following location: https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r30_w.htm. Once on the EIA website, ensure that the "Area" is set to "Gulf Coast PADD 3" and that the "Period" is set to "Monthly". The link will show the monthly diesel price for the last six months. If previous months are required, select the "View History" under "Diesel – (On Highway) All Types".

(b) Commencing January 1, 2023, the Contractor shall be entitled to a Residential Solid Waste Removal Fuel Surcharge, adjusted as follows:

(i) By an additional forty-one cents (\$0.41) per residential unit per month for each hereafter that the EIA/DOE's weekly retail diesel price is determined to be four dollars and thirty-one cents (\$4.31) to five dollars and fifty cents (\$5.50);

(ii) By an additional forty-eight cents (\$0.48) (above the increase immediately above) per residential unit for each month hereafter that the EIA/DOE's weekly retail diesel price is determined to be five dollars and fifty-one cents (\$5.51) to six dollars and fifty cents (\$6.50);

(iii) By an additional eight cents (\$0.08) (above the incremental increase immediately above) per residential unit for each month hereafter that

the EIA/DOE's weekly retail diesel price is determined to be six dollars and fifty-one cents (\$6.51) to seven dollars and fifty cents (\$7.50); and

(iv) By an additional three cents (\$0.03) (above the incremental increase immediately above) per residential unit for each month hereafter that the EIA/DOE's weekly retail diesel price is determined to be seven dollars and fifty-one cents (\$7.51) or greater.

(c) In no event shall the Residential Solid Waste Removal Fuel Surcharge be less than zero.

(d) The Residential Solid Waste Removal Fuel Surcharge is in addition to any annual CPI Rate Adjustment.

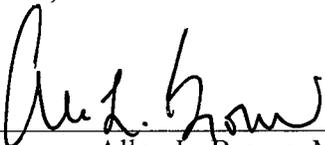
SECTION 5. Section 22-26 of the Code is amended by renumbering the existing subparagraph (4) as subparagraph (5) and inserting the following provision as subparagraph (4):

(4) On December 31, 2022, the fees then being charged pursuant to this Section 22-26, but not including any temporary increases then in effect, will increase by ten percent (10%).

SECTION 6. Any competitive bidding practices that may be required by applicable law and ordinance are waived.

SECTION 7. This ordinance being necessary for the preservation of the public peace, health, and safety, and, specifically, but without limitation, to maintain necessary solid waste removal services, an emergency is therefore declared to exist; and this ordinance shall be in full force and effect upon passage.

PASSED AND APPROVED this 19th day of December, 2022.



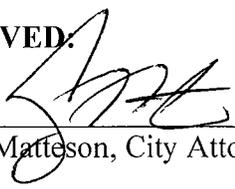
Allen L. Brown, Mayor

ATTEST:



Heather Soyars, City Clerk

APPROVED:



George Matteson, City Attorney

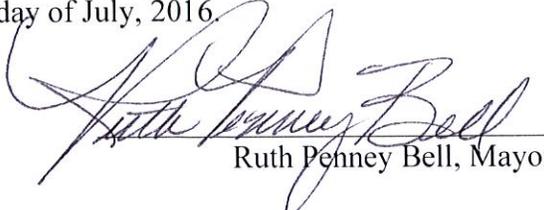
RESOLUTION NO. 2016-50

WHEREAS, the existing Refuse Collection Contracts with Richardson Waste II, Inc., Waste Management of Texas, and Edmondson's Trash Service are all set to expire on September 30, 2016; and

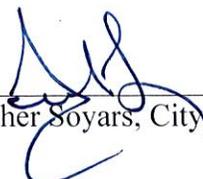
WHEREAS, the Solid Waste Management Committee met on June 8, 2016, and again, in conjunction with a workshop of the entire Board of Directors, on June 13, 2016, and recommended that said contracts be extended for an additional seven years (beginning October 1, 2016, and ending September 30, 2023);

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is hereby authorized and directed to offer to each of Richardson Waste II, Inc., Waste Management of Texas and Edmondson's Trash Service a seven year extension of their respective Refuse Collection Contracts; provided, however, that in order for such extension to be binding, the hauler must sign and return, without modification or counteroffer, the written offer of extension provided by the City Manager on or before September 30, 2016; otherwise, any non-extended contract will expire by its terms.

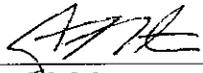
PASSED AND APPROVED this 5th day of July, 2016.


Ruth Penney Bell, Mayor

ATTEST:


Heather Soyars, City Clerk

APPROVED:



George M. Matteson, City Attorney

July 18, 2016

Richardson Waste II, Inc.
Rickey Richardson, Owner
4841 East Street
Texarkana, AR 71854

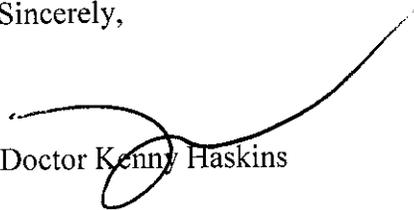
*RE: Refuse Collection Contract dated September 2, 2009, by and between
the City of Texarkana, Arkansas, and Richardson Waste II, Inc.
("the Contract")*

Dear Richardson Waste II, Inc.:

In accordance with the Resolution No. 2016-50, I am authorized to offer an extension of the referenced Contract, on its current terms and conditions, for a period of seven (7) years beginning October 1, 2016, through September 30, 2023. If you would like to extend this contract, please have an authorized person sign in the space below and return to me. Please be advised that I must be in receipt of your return on or before the close-of-business on September 30, 2016 (See enclosed Resolution No. 2016-50).

Thank you for your attention in this matter.

Sincerely,


Doctor Kenny Haskins

AGREED AND ACCEPTED:

RICHARDSON WASTE II, INC.

By: 
Name: DAVID RICKEY RICHARDSON
Title: OWNER
Date: 8/12/2016

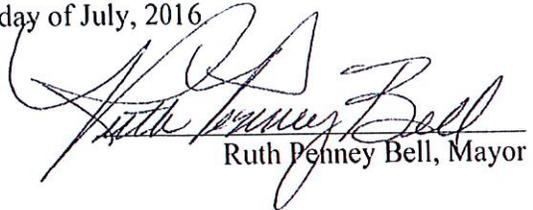
RESOLUTION NO. 2016-50

WHEREAS, the existing Refuse Collection Contracts with Richardson Waste II, Inc., Waste Management of Texas, and Edmondson's Trash Service are all set to expire on September 30, 2016; and

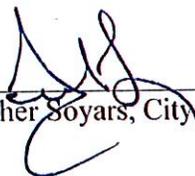
WHEREAS, the Solid Waste Management Committee met on June 8, 2016, and again, in conjunction with a workshop of the entire Board of Directors, on June 13, 2016, and recommended that said contracts be extended for an additional seven years (beginning October 1, 2016, and ending September 30, 2023);

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is hereby authorized and directed to offer to each of Richardson Waste II, Inc., Waste Management of Texas and Edmondson's Trash Service a seven year extension of their respective Refuse Collection Contracts; provided, however, that in order for such extension to be binding, the hauler must sign and return, without modification or counteroffer, the written offer of extension provided by the City Manager on or before September 30, 2016; otherwise, any non-extended contract will expire by its terms.

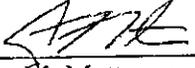
PASSED AND APPROVED this 5th day of July, 2016


Ruth Penney Bell, Mayor

ATTEST:


Heather Soyars, City Clerk

APPROVED:



George M. Matteson, City Attorney

REFUSE COLLECTION CONTRACT

The City of Texarkana, Arkansas, hereinafter called "City," acting herein by and through its duly authorized City Manager, and Richardson Waste II, Inc., hereinafter called "Contractor," for and in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

(1) Contractor hereby agrees to collect trash and refuse as set forth in this contract in the territory allocated to Contractor as set forth in the map attached hereto and made a part hereof.

(2) Services under this contract shall include single family, duplex, and multi-family units. The City Manager of the City shall be the final authority in all questions, complaints, or problems encountered regarding service delivery under this contract.

(3) The term of the contract shall be seven (7) years. The contract shall be effective October 1, 2009, through September 30, 2016.

(4) The City reserves the right to cancel this contract for any reason and at its sole discretion with ninety (90) days written notice. If Contractor is unable or does not provide services in accordance with the terms of this contract or for violations of law, the City reserves the right to cancel the contract immediately.

(5) The monthly service charge per residential unit shall be \$8.96.

(6) The City, at its sole discretion, may receive and consider Contractor requests for service rate increases under this contract. Rate increase requests will not be considered for the first year of this contract. In contract years 2-7, rate increase requests may be received and considered only if filed in the Office of the City Manager during the month of October for possible consideration during the month of November to be effective January 1.

(7) Contractor may file written rate increase requests at any time for costs related to changes in state or federal rules or regulations governing solid waste disposal. Increases in service costs for any other reason, including changes in state or federal minimum

wage requirements, will not be considered herein except in accordance with the provisions of paragraph number 6 above. Rate increase requests under this section are not automatic, as to either consideration or approval, and are at the sole discretion of and require the approval of the City.

(8) All waste collected under this contract shall be disposed of as specified by the City. The City reserves the right for the City Manager to change the location to which waste is transported and disposed of at any time with thirty (30) days written notice. Residential garbage is currently transported to and disposed of in accordance with the City's disposal contract with Western Waste Industries utilizing the New Boston Landfill. Yard waste is transported to and disposed of at either the City Compost Site at the South Regional Wastewater Treatment Facility, the New Boston Landfill, or other locations as specified by the City Manager. Contractor shall pay all costs related to the collection and transportation of said waste to the City-specified disposal sites, including but not limited to operating costs, insurance coverages, and local, state, or federal regulatory or other related fees and charges. Contractor shall be responsible for any and all fees, fines, and/or penalties due or assessed against Contractor during the term of this contract. Failure to maintain required permits necessary to transport waste from the City to the disposal site as well as failure by Contractor to pay any and all fees, fines, and penalties due or assessed against Contractor during the term of this contract shall be grounds for immediate contract termination.

(9) Regular residential garbage shall be collected a minimum of two (2) times per week, with collections on either Monday and Thursday or Tuesday and Friday. Services in residential neighborhoods shall not begin before 5:00 a.m. and shall not be continued past 7:00 p.m. daily, Monday through Friday. Service day or time changes require the written approval of the City Manager at least sixty (60) days in advance. Contractor is responsible for the payment of 100% of the costs necessary to provide notice to City residents of the service day and/or time changes. In addition, Contractor shall provide without charge to each of its pick-up customers a magnetic strip on which Contractor's name, mailing address, and telephone number shall be printed together with the collection days for such customers. Contractor shall collect garbage at the curb, edge of the street right-of-way, or at locations granted by exceptions. Upon application

to the City Manager, exceptions can be granted to such collection points for customers with disabilities. Contractor will retrieve the container from such location and return the container there after it has been emptied. Any dispute related to service frequency or location shall be determined by the City Manager, who is the final authority regarding said matter.

(10) Yard waste shall be collected one time per week on Wednesday. Service time restrictions and collection point locations are as specified in number 9 above.

(11) Multi-family apartment owners whose multi-family residences at a single location exceed eight (8) shall have the option to use container (commercial dumpster) pickup on the same frequency as residential garbage. Contractor shall provide containers of a volume agreeable to Contractor and the owner at no additional cost above the contract specified standard residential rate per unit. The City Manager shall have final authority to settle any dispute between Contractor and the apartment owner regarding container volume or frequency of service provided. If normal refuse usage requires the hauler to collect refuse at a frequency greater than twice per week, such pick up is considered subsidiary to the normal service and provided at no additional cost to owner and city. Should the apartment owner wish special pickups or container volume for apartment cleanup or other purposes, it shall be supplied at the City-approved commercial rate per dumpster with no other fees, including rentals or insurance charges, added. Contractor shall report all requests for additional service to the City within seven (7) day of initiation, with the cost for services billed and collected by the City. Contractor is responsible for insuring that all charges for services provided under this contract are billed by the City. Container (commercial dumpster) service delivery at applicable multi-family apartment complexes may be contracted with the written approval of the City Manager, with the cost for services billed and collected by the City. Failure to fully comply with all terms as to service provision and City billing and collection requirements shall be grounds for immediate contract termination at the sole discretion of the City.

(12) Garbage shall be placed in watertight containers weighing, when full, not in excess of 50 pounds and having a lid or cover and handles for easy lifting. Said containers shall be free of holes in or near the base or bottom and may be galvanized metal or plastic as

determined by the City Manager. Yard waste shall be neatly bundled or placed in disposable paper or plastic bags.

(13) Contractor shall provide liability insurance coverage for all of its vehicles and equipment as required by state laws. Said coverage shall name the City as an additional named insured in said policies. Contractor shall provide worker's compensation coverage as required by state law. Proof of such coverages must be provided to the City annually on or before January 1.

(14) Contractor shall operate and provide all services under this contract in conformance with all applicable local, state, and federal laws, rules, or regulations, including wage and hour requirements. Failure to comply with this provision shall be grounds for immediate contract termination at the City's sole discretion.

(15) Contractor further agrees to indemnify and hold the City harmless for any and all claims, losses, and/or damages made or incurred while providing services under this contract. Contractor will be required to execute formal indemnification and hold harmless agreements as the City may require from time to time.

(16) All service fees provided under this contract must be billed and collected by the City. It is Contractor's responsibility to insure that the City has a full accounting of all units served and that all services are provided in accordance with this contract or the City Code specified rates for refuse services. Additional charges, including those for rentals and insurance, shall not be permitted.

(17) All books and records of Contractor must be made available for the City's review annually during the audit process. Said audit and review requirements shall be applicable for all records related to the provision of services under this contract. Contractor will be required to document compliance with all applicable local, state, and federal rules, laws, or regulations during the audit process. Failure of Contractor to comply with this section shall be grounds for immediate contract termination at the sole discretion of the City.

(18) Contractor shall follow all local and state traffic and transportation laws and regulations in the course of providing services under this contract. Contractor shall transport all waste for disposal in a timely manner. Contractor shall safely operate equipment and motor

vehicles so that the streets and drives of the City are not damaged in any way. Contractor is liable for any and all damages to City streets or drives that occur in the course of fulfilling the terms of this contract. In the event of a dispute under this section, the City Manager shall be the final authority.

(19) Contractor shall provide, free of charge, containers (commercial dumpster) as specified by the City Manager at various City-owned and operated facilities and dispose of all waste at said facilities the same as provided for all residential customers. Regular collection and disposal services shall be provided free of charge for services needed at City facilities on a door-to-door basis as specified by the City Manager.

(20) All City Code provisions are considered part of this contract as if stated verbatim herein.

(21) Contractor agrees to pay all applicable income, property, occupation, and vehicle taxes on its business and equipment and to comply with all licensing requirements of the State of Arkansas and the Southwest Arkansas Regional Solid Waste Management Board.

(22) Contractor agrees that the equipment used in the collection and removal of refuse shall be safe and so constructed as to retain all garbage, including wet garbage, and shall be covered so as to prevent any garbage or refuse from falling into the streets and drives.

(23) City agrees not to enter into any agreements with other parties during the term of this contract for the collection of residential trash and refuse over Contractor's route as defined in the exhibit attached hereto so long as Contractor provides adequate service. Contractor agrees not to engage in the business of refuse collection from residential units in the City of Texarkana, Arkansas, except in its designated area. Collector acknowledges that the City Manager will be charged with the administration of the garbage and refuse program and this contract. Contractor agrees to meet with the City Manager upon his request to discuss complaints and operational problems and to conform to reasonable requests regarding said operational problems. Contractor shall designate a person and phone number for contact on a day-to-day basis and will insure that said phone is answered at all times during normal business hours. Contractor's name and phone number shall be shown on all equipment used in operation of this contract.

(24) In the event the City annexes additional land contiguous to that land allocated Contractor, it shall be the duty of said Contractor, if requested by the City to do so, to provide refuse collection to the annexed land upon the terms and conditions as set forth in this contract within thirty (30) days after the annexation becomes final.

(25) This contract and any and all rights and obligations hereunder may be assigned by Contractor only with the prior written consent of the City.

EXECUTED ORIGINALS this 2ND day of SEPTEMBER, 2009.

CITY OF TEXARKANA, ARKANSAS

By: Harold E. Boldt
Harold E. Boldt
City Manager

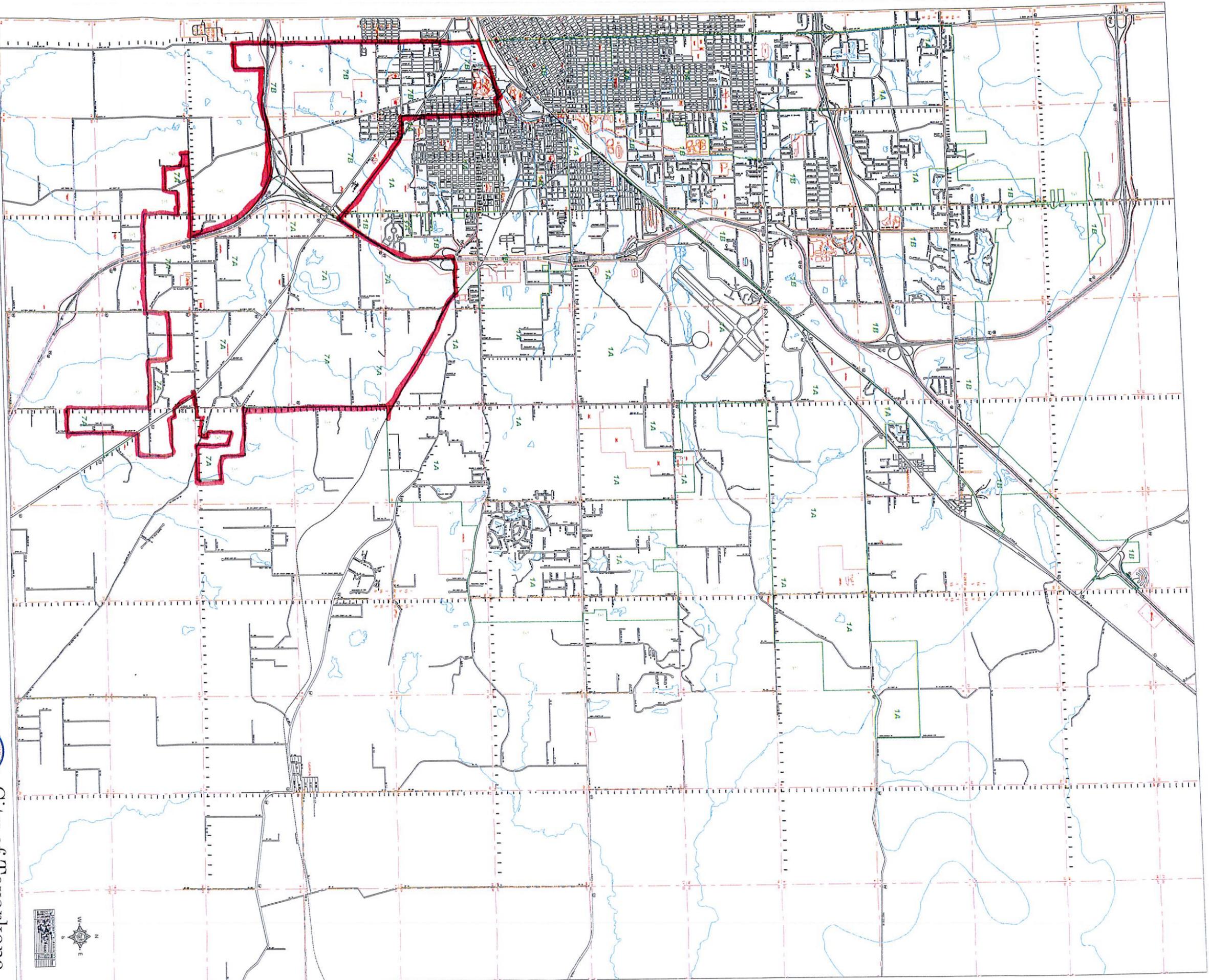
ATTEST:

Patti Scott Grey
Patti Scott Grey, City Secretary

RICHARDSON WASTE II, INC.

By: David R. Rickey
DAVID RICKEY RICHARDSON President

"2016 MAP"



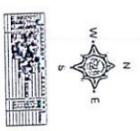
1A RICHARDSON WASTE II
1B RICHARDSON WASTE II
7A EDMONDSON TRASH SERVICE
7B EDMONDSON TRASH SERVICE

MON & THURS
TUES & FRI
MON & THURS
TUES & FRI

(870) 779-1429
(870) 779-1429
(903) 280-1677
(903) 280-1677



City of Texarkana
Arkansas
Refuse Map
Scale 1"=1,500'



July 18, 2016

Edmondson Trash Service
Terry Tussey – Owner
4518 Blackman Ferry Rd.
Texarkana, AR 71854

RE: Refuse Collection Contract dated August 25, 2009, by and between the City of Texarkana, Arkansas, and Edmondson Trash Service as supplemented by Supplemental Agreement and Amendment of Refuse Collection Contract dated January 7, 2013 (collectively, the "Contract")

Dear Edmondson Trash Service:

In accordance with the Resolution No. 2016-50, I am authorized to offer an extension of the referenced Contract, on its current terms and conditions, for a period of seven (7) years beginning October 1, 2016, through September 30, 2023. If you would like to extend this contract, please have an authorized person sign in the space below and return to me. Please be advised that I must be in receipt of your return on or before the close-of-business on September 30, 2016 (See enclosed Resolution No. 2016-50).

Thank you for your attention in this matter.

Sincerely,



Doctor Kenny Haskins

AGREED AND ACCEPTED:

EDMONDSON TRASH SERVICE

By: Terry Tussey
Name: Terry Tussey
Title: Owner
Date: 8-31-16

REFUSE COLLECTION CONTRACT

The City of Texarkana, Arkansas, hereinafter called "City," acting herein by and through its duly authorized City Manager, and Edmondson Trash Service, hereinafter called "Contractor," for and in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

(1) Contractor hereby agrees to collect trash and refuse as set forth in this contract in the territory allocated to Contractor as set forth in the map attached hereto and made a part hereof.

(2) Services under this contract shall include single family, duplex, and multi-family units. The City Manager of the City shall be the final authority in all questions, complaints, or problems encountered regarding service delivery under this contract.

(3) The term of the contract shall be seven (7) years. The contract shall be effective October 1, 2009, through September 30, 2016.

(4) The City reserves the right to cancel this contract for any reason and at its sole discretion with ninety (90) days written notice. If Contractor is unable or does not provide services in accordance with the terms of this contract or for violations of law, the City reserves the right to cancel the contract immediately.

(5) The monthly service charge per residential unit shall be \$8.96.

(6) The City, at its sole discretion, may receive and consider Contractor requests for service rate increases under this contract. Rate increase requests will not be considered for the first year of this contract. In contract years 2-7, rate increase requests may be received and considered only if filed in the Office of the City Manager during the month of October for possible consideration during the month of November to be effective January 1.

(7) Contractor may file written rate increase requests at any time for costs related to changes in state or federal rules or regulations governing solid waste disposal. Increases in service costs for any other reason, including changes in state or federal minimum

wage requirements, will not be considered herein except in accordance with the provisions of paragraph number 6 above. Rate increase requests under this section are not automatic, as to either consideration or approval, and are at the sole discretion of and require the approval of the City.

(8) All waste collected under this contract shall be disposed of as specified by the City. The City reserves the right for the City Manager to change the location to which waste is transported and disposed of at any time with thirty (30) days written notice. Residential garbage is currently transported to and disposed of in accordance with the City's disposal contract with Western Waste Industries utilizing the New Boston Landfill. Yard waste is transported to and disposed of at either the City Compost Site at the South Regional Wastewater Treatment Facility, the New Boston Landfill, or other locations as specified by the City Manager. Contractor shall pay all costs related to the collection and transportation of said waste to the City-specified disposal sites, including but not limited to operating costs, insurance coverages, and local, state, or federal regulatory or other related fees and charges. Contractor shall be responsible for any and all fees, fines, and/or penalties due or assessed against Contractor during the term of this contract. Failure to maintain required permits necessary to transport waste from the City to the disposal site as well as failure by Contractor to pay any and all fees, fines, and penalties due or assessed against Contractor during the term of this contract shall be grounds for immediate contract termination.

(9) Regular residential garbage shall be collected a minimum of two (2) times per week, with collections on either Monday and Thursday or Tuesday and Friday. Services in residential neighborhoods shall not begin before 5:00 a.m. and shall not be continued past 7:00 p.m. daily, Monday through Friday. Service day or time changes require the written approval of the City Manager at least sixty (60) days in advance. Contractor is responsible for the payment of 100% of the costs necessary to provide notice to City residents of the service day and/or time changes. In addition, Contractor shall provide without charge to each of its pick-up customers a magnetic strip on which Contractor's name, mailing address, and telephone number shall be printed together with the collection days for such customers. Contractor shall collect garbage at the curb, edge of the street right-of-way, or at locations granted by exceptions. Upon application

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(11) Multi-family apartment owners whose multi-family residences at a single location exceed eight (8) shall have the option to use container (commercial dumpster) pickup on the same frequency as residential garbage. Contractor shall provide containers of a volume agreeable to Contractor and the owner at no additional cost above the contract specified standard residential rate per unit. The City Manager shall have final authority to settle any dispute between Contractor and the apartment owner regarding container volume or frequency of service provided. If normal refuse usage requires the hauler to collect refuse at a frequency greater than twice per week, such pick up is considered subsidiary to the normal service and provided at no additional cost to owner and city. Should the apartment owner wish special pickups or container volume for apartment cleanup or other purposes, it shall be supplied at the City-approved commercial rate per dumpster with no other fees, including rentals or insurance charges, added. Contractor shall report all requests for additional service to the City within seven (7) day of initiation, with the cost for services billed and collected by the City. Contractor is responsible for insuring that all charges for services provided under this contract are billed by the City. Container (commercial dumpster) service delivery at applicable multi-family apartment complexes may be contracted with the written approval of the City Manager, with the cost for services billed and collected by the City. Failure to fully comply with all terms as to service provision and City billing and collection requirements shall be grounds for immediate contract termination at the sole discretion of the City.

(12) Garbage shall be placed in watertight containers weighing, when full, not in excess of 50 pounds and having a lid or cover and handles for easy lifting. Said containers shall be free of holes in or near the base or bottom and may be galvanized metal or plastic as

determined by the City Manager. Yard waste shall be neatly bundled or placed in disposable paper or plastic bags.

(13) Contractor shall provide liability insurance coverage for all of its vehicles and equipment as required by state laws. Said coverage shall name the City as an additional named insured in said policies. Contractor shall provide worker's compensation coverage as required by state law. Proof of such coverages must be provided to the City annually on or before January 1.

(14) Contractor shall operate and provide all services under this contract in conformance with all applicable local, state, and federal laws, rules, or regulations, including wage and hour requirements. Failure to comply with this provision shall be grounds for immediate contract termination at the City's sole discretion.

(15) Contractor further agrees to indemnify and hold the City harmless for any and all claims, losses, and/or damages made or incurred while providing services under this contract. Contractor will be required to execute formal indemnification and hold harmless agreements as the City may require from time to time.

(16) All service fees provided under this contract must be billed and collected by the City. It is Contractor's responsibility to insure that the City has a full accounting of all units served and that all services are provided in accordance with this contract or the City Code specified rates for refuse services. Additional charges, including those for rentals and insurance, shall not be permitted.

(17) All books and records of Contractor must be made available for the City's review annually during the audit process. Said audit and review requirements shall be applicable for all records related to the provision of services under this contract. Contractor will be required to document compliance with all applicable local, state, and federal rules, laws, or regulations during the audit process. Failure of Contractor to comply with this section shall be grounds for immediate contract termination at the sole discretion of the City.

(18) Contractor shall follow all local and state traffic and transportation laws and regulations in the course of providing services under this contract. Contractor shall transport all waste for disposal in a timely manner. Contractor shall safely operate equipment and motor

vehicles so that the streets and drives of the City are not damaged in any way. Contractor is liable for any and all damages to City streets or drives that occur in the course of fulfilling the terms of this contract. In the event of a dispute under this section, the City Manager shall be the final authority.

(19) Contractor shall provide, free of charge, containers (commercial dumpster) as specified by the City Manager at various City-owned and operated facilities and dispose of all waste at said facilities the same as provided for all residential customers. Regular collection and disposal services shall be provided free of charge for services needed at City facilities on a door-to-door basis as specified by the City Manager.

(20) All City Code provisions are considered part of this contract as if stated verbatim herein.

(21) Contractor agrees to pay all applicable income, property, occupation, and vehicle taxes on its business and equipment and to comply with all licensing requirements of the State of Arkansas and the Southwest Arkansas Regional Solid Waste Management Board.

(22) Contractor agrees that the equipment used in the collection and removal of refuse shall be safe and so constructed as to retain all garbage, including wet garbage, and shall be covered so as to prevent any garbage or refuse from falling into the streets and drives.

(23) City agrees not to enter into any agreements with other parties during the term of this contract for the collection of residential trash and refuse over Contractor's route as defined in the exhibit attached hereto so long as Contractor provides adequate service. Contractor agrees not to engage in the business of refuse collection from residential units in the City of Texarkana, Arkansas, except in its designated area. Collector acknowledges that the City Manager will be charged with the administration of the garbage and refuse program and this contract. Contractor agrees to meet with the City Manager upon his request to discuss complaints and operational problems and to conform to reasonable requests regarding said operational problems. Contractor shall designate a person and phone number for contact on a day-to-day basis and will insure that said phone is answered at all times during normal business hours. Contractor's name and phone number shall be shown on all equipment used in operation of this contract.

(24) In the event the City annexes additional land contiguous to that land allocated Contractor, it shall be the duty of said Contractor, if requested by the City to do so, to provide refuse collection to the annexed land upon the terms and conditions as set forth in this contract within thirty (30) days after the annexation becomes final.

(25) This contract and any and all rights and obligations hereunder may be assigned by Contractor only with the prior written consent of the City.

EXECUTED ORIGINALS this 25th day of AUGUST, 2009.

CITY OF TEXARKANA, ARKANSAS

By: Harold E. Boldt
Harold E. Boldt
City Manager

ATTEST:

Patti Scott Grey
Patti Scott Grey, City Secretary

By: Terry Tussy
Edmondson Trash Service

**SUPPLEMENTAL AGREEMENT AND
AMENDMENT OF REFUSE COLLECTION CONTRACT
Edmondson Trash Service**

STATE OF ARKANSAS)

COUNTY OF MILLER)

THIS agreement is by and between the City of Texarkana, Arkansas and **Edmondson Trash Service** hereinafter known as Contractor, with principal offices located in **Texarkana, Arkansas**.

WHEREAS, the City and Contractor have entered into an agreement such that the Contractor is to provide the following Trash Services: **Refuse Collection Contract**.

WHEREAS, the above referenced agreement Item No. 8 provides that the Contractor shall dispose of garbage with Western Waste Industries New Boston Landfill according to the Contract the City has with Western Waste Industries; and

WHEREAS, the Contract with Western Waste Industries Item No. 6 provides that residential waste shall be disposed of at no cost to the residential refuse collector; and

WHEREAS, the current weekly residential refuse collected for the City of Texarkana is approximately forty-five (45) pounds per week in 2012 and Edmondson Trash Service has one hundred and eighty-nine (189) customers amounting to approximately four and one quarter (4 ¼) tons per week; and

WHEREAS, the yearly average of forty-five (45) pounds per week shall be adjusted each year based on the average of Waste Management and Richardson Waste II, Inc.; and

WHEREAS, the Refuse Collection Contract Item No. 18 provides the Contractor shall transport all waste for disposal in a timely manner and the Contractor states the amount of garbage collected on Monday does not fill half of his truck and he stores the material until the Thursday collection using watering to keep the smell down; and

WHEREAS, the Contractor desires to mix his commercial garbage with the residential garbage to allow him to transport the material in a timely manner; and

WHEREAS, the Contractor agrees to have the amount of garbage above the agreed upon four and one quarter (4 ¼) tons charged to him by Western Waste Industries; and

WHEREAS, the City agrees to pay for four and one quarter (4 ¼) tons of garbage disposal per week and make adjustments based on the average pounds per week yearly;

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the parties agree as follows:

**SUPPLEMENTAL AGREEMENT AND
AMENDMENT OF REFUSE COLLECTION CONTRACT
Edmondson Trash Service**

Contractor shall pay Western Waste Industries for any additional tonnage above the agreed upon four and one quarter (4 ¼) tons per week. The City shall pay Western Waste Industries for four and one quarter (4 ¼) tons per week. Additionally, the Commercial rate is subject to Contractor negotiating with Western Waste Industries in accordance with the City's Landfill Contract Item 7 which states: "Commercial refuse haulers will be charged a fee by Contractor for disposal of waste at Contractor's landfill." Either party can cancel this agreement by providing a 30 day written notice.

Signed and effective on this the 7th day of January, 2013.

CITY OF TEXARKANA, ARKANSAS

By: Harold C Boldt

Printed Name: Harold Boldt

Title: City Manager

ATTEST:

[Signature]
CITY CLERK

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

Edmondson Trash Service, CONTRACTOR

By: Terry Tussey

Printed Name: Terry Tussey

Title: owner

Attachments: Refuse Collection Contract – Edmondson, Landfill Contract & Amendment

File: G:\Department Files\Public Works\Refuse\Contracts\Refuse
Contracts\Supplemental Agreement - Hauler Contract - Edmundson Waste.doc

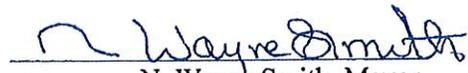
RESOLUTION NO. 5966

WHEREAS, the Public Works Department has requested that the City enter into a supplemental agreement with Edmondson Trash Service to establish a set tonnage of four and one-quarter tons to be paid weekly by the City to Western Waste Industries for landfill charges of residential waste associated with Edmondson Trash Service and to allow Edmondson Trash Service to mix its commercial garbage with its residential garbage to alleviate the negative impact to both the City and Edmondson Trash Service; and

WHEREAS, the City Manager and Staff recommend approval; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is authorized and directed to execute a supplemental agreement with Edmondson Trash Service as set forth above.

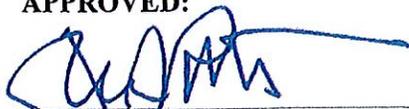
PASSED AND APPROVED this 7th day of January, 2013.


N. Wayne Smith, Mayor

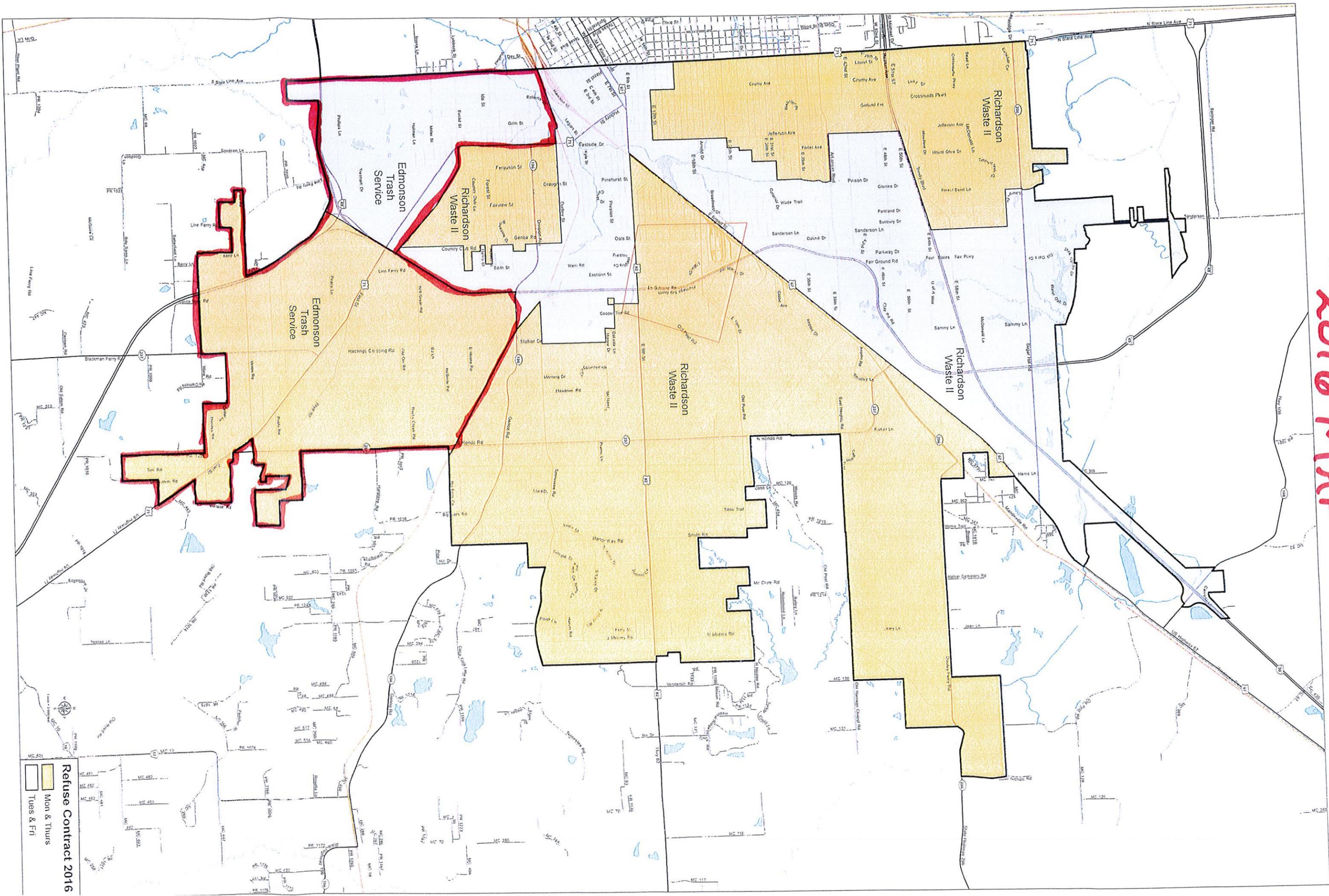
ATTEST:


Patti Scott Grey, City Clerk

APPROVED:


City Attorney

"2016 MAP"



August 21, 2023

Richardson Waste II, Inc.
Rickey Richardson, Owner
4841 East Street
Texarkana, AR 71854

RE: Refuse Collection Contract dated September 2, 2009, and extension dated July 18, 2016, by and between the City of Texarkana, Arkansas, and Richardson Waste II, Inc. ("the Contract")

Dear Richardson Waste II, Inc.:

In accordance with the Resolution No. 2023-____, I am authorized to offer an extension of the referenced Contract, on its current terms and conditions, for a period of five (5) years beginning October 1, 2023, through September 30, 2028. If you would like to extend this contract, please have an authorized person sign in the space below and return to me. Please be advised that I must be in receipt of your return on or before the close-of-business on September 29, 2023 (See enclosed Resolution No. 2023-____).

Thank you for your attention in this matter.

Sincerely,

TyRhonda Henderson

AGREED AND ACCEPTED:

RICHARDSON WASTE II, INC.

By: _____

Name: _____

Title: _____

Date: _____

August 21, 2023

Edmondson Trash Service
Terry Tussey – Owner
4518 Blackman Ferry Rd.
Texarkana, AR 71854

RE: Refuse Collection Contract dated September 2, 2009, and extension dated July 18, 2016, by and between the City of Texarkana, Arkansas, and Edmondson Trash Service. (“the Contract”)

Dear Edmondson Trash Service:

In accordance with the Resolution No. 2023-____, I am authorized to offer an extension of the referenced Contract, on its current terms and conditions, for a period of five (5) years beginning October 1, 2023, through September 30, 2028. If you would like to extend this contract, please have an authorized person sign in the space below and return to me. Please be advised that I must be in receipt of your return on or before the close-of-business on September 29, 2023 (See enclosed Resolution No. 2023-____).

Thank you for your attention in this matter.

Sincerely,

TyRhonda Henderson

AGREED AND ACCEPTED:

EDMONDSON TRASH SERVICE

By: _____

Name: _____

Title: _____

Date: _____