



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Agenda - Monday, July 18, 2022 - 6:00 PM

Call to Order

Roll Call

Invocation given by Assistant Mayor Hollibush.

Pledge of Allegiance led by District Court Clerk Karen Reed.

CITIZEN COMMUNICATION

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

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. The Board of Directors cannot respond to citizens' concerns during this time.

Be respectful of the Board of Directors, city staff, and the public by refraining from abusive conduct, personal charges, or verbal attacks.

CONSENT

1. Approval of the minutes of the rescheduled regular meeting July 5, 2022. (CCD) City Clerk Heather Soyars
2. Adopt a Resolution approving the reimbursement of \$14,000 to the Texarkana Regional Airport from American Rescue Act Funds. (FIN) Finance Director TyRhonda Henderson
3. Adopt a Resolution authorizing the City Manager to purchase one (1) John Deere 644 P Wheel Loader. (TWU) Executive Director Gary Smith
4. Adopt a Resolution authorizing the City Manager to enter into an agreement for engineering services with Spears Engineering Company (SPEARS), for Rolling Ridge Drive, Dudley Avenue, and Woodland Road street rehabilitation projects. (PWD) Public Works Director Tyler Richards
5. Adopt a Resolution authorizing the City Manager to enter into an agreement with Bank OZK for investment management services of the Texarkana, Arkansas, Public Employee Retirement Systems (TAPERS) Retirement Plan. (FIN) Finance Director TyRhonda Henderson

REGULAR

6. Adopt an Ordinance granting a Limited Franchise to Bird Rides, Inc., for the non-exclusive right and privilege to operate a Stand-up Electric Scooter Sharing Program. (ADMIN) City Manager E. Jay Ellington (**SECOND READING**)
7. Adopt an Ordinance amending Chapter 26, Article II, Sections 26-28 and 26-29, of the *City of Texarkana, Arkansas, Code of Ordinances* to provide for revisions to water and sewer rates. (TWU) Executive Director Gary Smith ***Introduced on July 5, 2022, motion for first reading failed due to lack of second.***

BOARD OF DIRECTORS' COMMENTARY

CITY MANAGER REPORT

NEXT MEETING DATE: Monday, August 1, 2022

ADJOURN

City Calendar

Gateway Farmers Market –Tuesdays, Thursdays & Saturdays - 7AM - noon

Caribbean Connection Annual Party - Crossties - Saturday- Sunday - July 23 - 24 - 11AM - 2AM

Hillier Community Health Fair - Saturday, August 6 - 9AM - 1PM

25th Anniversary Celebration for Gateway Farmers Market - Saturday, August 20 - 7AM - noon

Texarkana Down Syndrome Society Awareness Walk & Fun Day - Saturday, October 8th
– Front Street - 8AM - 4PM

Universal Vibes - Crossties & Front Street - Saturday, October 22nd - 10AM - 11PM

Texarkana Rec Center July Calendar

Ageless Grace - Mondays – 10AM - 11AM

Gym Open - Mondays, Wednesdays & Fridays – 4PM - 7PM

Texarkana Stompers Drumline - Tuesdays & Thursdays – 5PM - 6PM

Walk with Ease - Tuesdays, Wednesday & Thursdays – 9AM - 10AM

Youth Volleyball - Thursdays - 8AM

Diabetes Empowerment Education Program - Fridays – 1PM - 3PM

Summer Ballet - July 25 - 29 - Ages 6-9 – 10AM - 11AM



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE:	Approval of the minutes of the rescheduled regular meeting July 5, 2022. (CCD) City Clerk Heather Soyars
AGENDA DATE:	July 18, 2022
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Minutes
DEPARTMENT:	City Clerk Department
PREPARED BY:	Heather Soyars, City Clerk
REQUEST:	Approval of meeting minutes.
EMERGENCY CLAUSE:	N/A
SUMMARY:	Approval of meeting minutes
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	The City Clerk recommends Board approval.
EXHIBITS:	Meeting minutes.



**Rescheduled Regular Meeting of the
Board of Directors**

City of Texarkana, Arkansas
216 Walnut Street

Minutes - Tuesday, July 05, 2022 - 6:00 PM

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

PRESENT: Mayor Allen Brown, Ward 1 Director Terry Roberts, Ward 2 Director Laney Harris, Ward 4 Director Ulysses Brewer, Ward 5 Director Barbara Miner and Ward 6 Director Jeff Hart.

ALSO, PRESENT: City Manager E. Jay Ellington, City Attorney George Matteson, and Deputy City Clerk Jenny Narens.

ABSENT: Assistant Mayor Ward 3 Steven Hollibush and City Clerk Heather Soyars

Invocation given by guest of Director Harris, Apostle Marven Warren with New Direction Kingdom Ministries International.

Pledge of Allegiance led by Deputy City Clerk Jenny Narens.

CITIZEN COMMUNICATION

Bernice Dinkins, 204 Eastside Drive, wanted to know when the City would mow the empty lots around her house and she wanted an update on Nix Creek.

PROCLAMATION(S)

1. Proclamation declaring the Month of July 2022, as Parks & Recreation Month. (ADMIN)

PRESENTATION(S)

2. Presentation of the City of Texarkana, Arkansas Employee Service Awards. (ADMIN) City Manager E. Jay Ellington

Dorian Cox, Jr.

TWU

5 Years

CONSENT

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

3. Approval of the minutes of the rescheduled regular meeting June 21, 2022. (CCD) City Clerk Heather Soyars
4. Resolution No. 2022-38 designated and authorized the Mayor and City Manager to execute certain documents in connection with funding administered by the Arkansas Natural Resources Commission for proposed water and sewer projects. (TWU) Executive Director Gary Smith

REGULAR

5. Resolution No. 2022-39 amended the FY 2022 Budget to include the increase to the Municipal Health Benefit Fund Premium. (FIN) Finance Director TyRhonda Henderson

Motion to adopt the resolution made by Director Roberts, Seconded by Director Brewer.

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

No one came forward.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Brewer, Director Miner, and Director Hart.

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

6. ***FIRST READING*** Adopt an Ordinance granting a Limited Franchise to Bird Rides, Inc., for the non-exclusive right and privilege to operate a Stand-up Electric Scooter Sharing Program. (ADMIN) City Manager E. Jay Ellington

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

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Brewer, Director Miner, and Director Hart.

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

7. Adopt an Ordinance amending Chapter 26, Article II, Sections 26-28 and 26-29, of the *City of Texarkana, Arkansas, Code of Ordinances* to provide for revisions to water and sewer rates. (TWU) Executive Director Gary Smith

After a brief discussion, the motion to place the ordinance on its first reading made by Director Hart.

The motion failed for lack of Second.

8. Ordinance No. 20-2022 rezoned a tract of land located in Ward 1 at 4026 Genoa Road from R-1 Rural residential to A-1 Mixed use rural zoning in order to build a shop in a side yard of the primary structure (Doss). (PWD-Planning) City Planner Mary Beck

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

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Brewer, Director Miner, 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 Harris, Seconded by Director Roberts.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Brewer, Director Miner, 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 Harris, Seconded by Director Roberts.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Brewer, Director Miner, 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 Roberts, Seconded by Director Harris

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

No one came forward.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Brewer, Director Miner, and Director Hart.

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

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

Motion to enact the emergency clause made by Director Roberts, Seconded by Director Harris.

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

No one came forward.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Brewer, Director Miner, and Director Hart.

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

BOARD OF DIRECTORS' COMMENTARY

No one came forward.

CITY MANAGER REPORT

City Manager E. Jay Ellington gave the following report:

- He said the planning process for the April 28, 2024, eclipse had started.
- He said there were 27 demolition permits issued in the community.
- The Front Street Plaza and Stage Cover bids would be submitted by July 12, 2022.

- He said the Right-of-Way Maintenance bid would also be submitted by July 12, 2022.
- He said he would work with each Board member regarding the plan of work.
- The City would receive a street sweeper by October.
- He said contracts for the private partners involved with the Plaza Development had begun.
- He said he would take any direction on how to proceed with the water and sewer rates ordinance.

NEXT MEETING DATE: Monday, July 18, 2022

ADJOURN

Motion to adjourn made by Director Roberts, Seconded by Director Harris.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Brewer, Director Miner, and Director Hart.

The motion carried 6-0 and the meeting adjourned at 7:10 PM.

APPROVED this the 18th day of July 2022.

Allen L. Brown, Mayor

Heather Soyars, City Clerk



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution approving the reimbursement of \$14,000 to the Texarkana Regional Airport from American Rescue Act Funds. (FIN)
Finance Director TyRhonda Henderson

AGENDA DATE: July 18, 2022

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Finance Department

PREPARED BY: TyRhonda Henderson, Finance Director

REQUEST: Reimbursement of \$14,000 to the Texarkana Regional Airport from American Rescue Act Funds

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 2021-65. This budget allocated \$972,090 in 2021 and the remaining \$656,637 in 2022. Of the total \$1,628,727 allocated, \$1,590,827 is available. The purpose of this agenda item is to approve the reimbursement of \$14,000 to the Texarkana Regional Airport for engineering services in connection with the Landside Development. As this would be considered a general governmental service, it is eligible for reimbursement under the revenue loss portion of the American Rescue Plan Act.

EXPENSE REQUIRED: \$14,000

AMOUNT BUDGETED: \$14,000

**APPROPRIATION
REQUIRED:** \$0

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

EXHIBITS: Resolution and budget

RESOLUTION NO. _____

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

WHEREAS, an eligible use of a portion of such funds is to reimburse the Airport Authority for \$14,000.00 incurred in connection for engineering services with the Landside Development; and

WHEREAS, 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 18th day of July, 2022.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney

City Match
INVOICE
Tex. AA

Texarkana Regional Airport Authority
 Paul Mehrlich, Executive Director of Aviation
 201 Airport Drive
 Texarkana, AR 71854

Invoice number 225712-003
 Date 06/08/2022

Project **225712 Texarkana Regional Airport
 Landside Development - Design Only**

Billing Period: May 1, 2022 through May 31, 2022

Engineering services in connection with the above referenced project in accordance with our agreement and Work order #3.

PRELIMINARY DESIGN & REPORTS

Contract Amount 28,750.00
 Percent Complete 85.22
 Prior Billed 21,000.00
 Total Billed 24,500.00

Current Billed 3,500.00

GRANT ADMINISTRATION

Contract Amount 7,500.00
 Percent Complete 29.33
 Prior Billed 2,200.00
 Total Billed 2,200.00

Current Billed 0.00

TOPOGRAPHIC SURVEY

Contract Amount 24,500.00
 Percent Complete 100.00
 Prior Billed 18,000.00
 Total Billed 24,500.00

Current Billed 6,500.00

ENVIRONMENTAL COORDINATION

Contract Amount 12,500.00
 Percent Complete 0.00
 Prior Billed 0.00
 Total Billed 0.00

Current Billed 0.00

GEOTECHNICAL INVESTIGATION

Contract Amount 20,275.00
 Percent Complete 100.00
 Prior Billed 16,275.00
 Total Billed 20,275.00

Current Billed 4,000.00

ENGINEERING DESIGN DOCUMENTS

Contract Amount	263,975.00
Percent Complete	24.07
Prior Billed	28,440.20
Total Billed	63,540.70

Current Billed	35,100.50
Total	49,100.50

Invoice total **49,100.50**

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
PRELIMINARY DESIGN & REPORTS	28,750.00	21,000.00	24,500.00	3,500.00
GRANT ADMINISTRATION	7,500.00	2,200.00	2,200.00	0.00
TOPOGRAPHIC SURVEY	24,500.00	18,000.00	24,500.00	6,500.00
ENVIRONMENTAL COORDINATION	12,500.00	0.00	0.00	0.00
GEOTECHNICAL INVESTIGATION	20,275.00	16,275.00	20,275.00	4,000.00
ENGINEERING DESIGN DOCUMENTS	263,975.00	28,440.20	63,540.70	35,100.50
ADDITIONAL SERVICES	0.00	0.00	0.00	0.00
Total	357,500.00	85,915.20	135,015.70	49,100.50

Approved by:



Matthew R. Vinyard
 Project Manager, P.E.



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Adopt a Resolution authorizing the City Manager to purchase one (1) John Deere 644 P Wheel Loader. (TWU) Executive Director Gary Smith
AGENDA DATE:	July 18, 2022
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
DEPARTMENT:	Texarkana Water Utilities
PREPARED BY:	Gary Smith, P.E., Executive Director

REQUEST:	Resolution authorizing the City Manager to purchase one (1) John Deere 644 P Wheel Loader
EMERGENCY CLAUSE:	N/A

SUMMARY:	Texarkana Water Utilities needs to urgently replace a 2015 Wheel Loader, which has 13,546 hours. This piece of equipment is used daily, and a rental is currently being used. Quotes were obtained to replace engine and/or to rebuild engine. It was determined that the most cost-effective option is to purchase one (1) John Deere 644 P Wheel Loader through the Sourcewell BuyBoard in an amount not to exceed \$274,892.00 with the Arkansas portion being \$106,438.18. This price includes the BuyBoard applicable fees. Sourcewell is a self-funded government organization, that partner with government entities. Purchase from the BuyBoard meets all bidding requirements.
-----------------	--

EXPENSE REQUIRED:	\$274,892.00
--------------------------	--------------

AMOUNT BUDGETED:	\$274,892.00
-------------------------	--------------

APPROPRIATION REQUIRED:	\$106,438.18
--------------------------------	--------------

RECOMMENDED ACTION:	Funds were an emergency one-time use of fund balance.
----------------------------	---

EXHIBITS:	Resolution, ATTH 01 Quotation to Purchase New, ATTH 02 Quotation for Engine Replacement, ATTH 03 Quotation for Engine Rebuild
------------------	---

RESOLUTION NO. _____

WHEREAS, Texarkana Water Utilities (TWU) requests approval to purchase a John Deere 644 P Wheel Loader through the Sourcewell BuyBoard in the amount of \$274,892.00; and

WHEREAS, the existing wheel loader is in urgent need of replacement; and

WHEREAS, the Arkansas portion of the expense is \$106,438.18; and

WHEREAS, the City Manager and TWU staff recommend approval;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that TWU is hereby authorized to purchase a John Deere 644 P Wheel Loader on the terms and conditions set forth above with the Arkansas portion of said purchase not exceeding \$106,438.18, and, further, that the current budget is amended to appropriate such amount for such purpose.

PASSED AND APPROVED this 18th day of July, 2022.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney



Jackson	MS	601-939-1000	Hattiesburg	MS	601-544-3000	Little Rock	AR	501-455-2540
Natchez	MS	601-442-3613	Biloxi	MS	228-365-0000	Monticello	AR	870-367-3496
Greenwood	MS	662-453-7556	Brookhaven	MS	601-835-4400	Camden	AR	870-574-0290
Meridian	MS	601-482-5575	Philadelphia	MS	601-656-1997	Texarkana	AR	870-772-9321
Columbus	MS	662-328-0820	Tupelo	MS	662-844-3212	Fort Smith	AR	479-646-8381
			Memphis	TN	901-345-5294	Springdale	AR	479-756-9779
			Jackson	TN	731-422-2542	Arkadelphia	AR	870-246-8678
						Jonesboro	AR	870-268-9900

POST OFFICE BOX 6038 / JACKSON, MS 39288-6038 601-939-1000 / 800-682-6409 / Fax: 601-932-3306 / E-Mail: info@striblingequipment.com

Bill-To 27785 **Owner** TEXARKANA WATER UTILITIES
TEXARKANA WATER UTILITIES
 801 WOOD
 TEXARKANA TX 75501
Phone 9037983800

Owner TEXARKANA WATER UTILITIES
V.I.N 1DW644KZLFF672484
Customer Unit #
Make JOHN DEERE
Model 644K
Main Engine S/N RG6090U021598

2015

Estimate
ES022001023
P.O. Number
Invoice Date

Claim #

Date In	Spn ID	Unit ID #	Hours	Bill Type	Terms	Writer	Reviewer
06/17/2022	999	142499	13,546	SR	NET10	SHAWN SR	

Job#1 S/JD-REPAIR

SHOP/JOHN DEERE - REPAIR

Condition SHOP/JOHN DEERE - REPAIR ENGINE AND AFTERTREATMENT SYSTEM.

Cause

REBUILD Engine

Correction

Qty	Item	Description	Price	Extended
		TECHNICIAN LABOR		11,520.00
6	022D/RE555914	Nozzle Kit	687.87	4,127.22
1	022D/DZ102534	Heat Exchanger	2,934.68	2,934.68
2	022D/R528163	Gasket	16.08	32.16
8	022D/19H1648	Cap Screw	3.25	26.00
1	022D/AT308994	Torsional Damper	1,323.43	1,323.43
1	022D/RE537960	Torsional Damper	2,790.25	2,790.25
1	022D/SE502546	Oil Pump Reman	842.94	842.94
1	022D/RE554119	Converter	13,524.58	13,524.58
1	022D/AT223226	Filter Element	104.28	104.28
1	022D/AT175224	Filter Element	57.20	57.20
12	022D/TY26575	COOL-GARD	17.85	214.20
8	022D/TY26673	Plus-50 II Oil 15W40 CK4/SN	29.30	234.40
1	022D/RE563694	Diesel Particulate Filter	3,833.92	3,833.92
1	022D/RE563866	Diesel Oxidation Catalyst	4,541.24	4,541.24
2	022D/RE537767	Clamp	203.40	406.80
1	022D/T437056	V-Belt	62.70	62.70
1	022D/DZ118283	Filter Kit	23.23	23.23
1	022D/DZ112918	Filter Element	127.09	127.09
1	022D/RE539465	Filter Element	101.12	101.12
1	022D/DZ119115	Exhaust Gas Recycling Valve	1,127.82	1,127.82
1	022D/RE528399	Bolt Kit	283.32	283.32
1	022D/DZ113616	Gasket Kit	3,440.86	3,440.86
1	022D/DZ110431	Engine Overhaul Kit	6,720.08	6,720.08
1	022D/DZ119115-CORE	CORE	100.00	100.00
1	022D/SE502546-CORE	CORE	100.00	100.00
6	022D/RE555914-CORE	CORE	75.00	450.00
1	DIAG	DIAGNOSTIC CONNECTION	125.00	125.00
1	FRT	FREIGHT CHARGES	500.00	500.00
Condition Labor				11,520.00
Condition Parts				48,154.52
Condition Sum				59,674.52



Jackson MS 601-939-1000	Hattiesburg MS 601-544-3000	Little Rock AR 501-455-2540
Natchez MS 601-442-3613	Biloxi MS 228-365-0000	Monticello AR 870-367-3496
Greenwood MS 662-453-7556	Brookhaven MS 601-835-4400	Camden AR 870-574-0290
Meridian MS 601-482-5575	Philadelphia MS 601-656-1997	Texarkana AR 870-772-9321
Columbus MS 662-328-0820	Tupelo MS 662-844-3212	Fort Smith AR 479-646-8381
	Memphis TN 901-345-5294	Springdale AR 479-756-9779
	Jackson TN 731-422-2542	Arkadelphia AR 870-246-8678
		Jonesboro AR 870-268-9900

POST OFFICE BOX 6038 / JACKSON, MS 39288-6038 601-939-1000 / 800-682-6409 / Fax: 601-932-3306 / E-Mail: info@striblingequipment.com

Bill-To 27785 **Owner** TEXARKANA WATER UTILITIES
TEXARKANA WATER UTILITIES
V.I.N 1DW644KZLFF672484
Customer Unit #
Make JOHN DEERE
Model 644K
Main Engine S/N RG6090U021598

Estimate
ES022001023
P.O. Number
Invoice Date

Phone 9037983800

Claim #

Date In	Spn ID	Unit ID #	Hours	Bill Type	Terms	Writer	Reviewer
06/17/2022	999	142499	13,546	SR	NET10	SHAWN SR	

TERMS AND CONDITIONS OF SALE

- Payment Terms. All balances are due on delivery or on the 10th of the month following the purchase at the option of Stribling. A finance charge of 1 1/2% per month or the maximum permitted by law whichever is less will be added to all balances past due. Customer is responsible for any present or future excise, sales, use or other tax applicable to the sale or use of the goods or services purchased hereunder, and agrees to defend, indemnify and hold Stribling harmless of and from any claim or demand for same.
 - Forum Selection Clause and Choice of Law. To the extent any matter is not covered by arbitration as provided below, the exclusive venue for any proceeding relating in any manner to this invoice, any transaction with Stribling (or any person or entity associated with Stribling) or Customer's business relationship with Stribling and Customer will be a state court in Rankin County, Mississippi (except for claims relating to facilities located outside of Mississippi, then in the county where such facility is located), or in any federal court having jurisdiction over such county. All disputes arising out of or related to this transaction shall be governed by the laws of the State of Mississippi.
 - Disclaimer of Warranties and Limitation of Liabilities. To the fullest extent permitted by law, Stribling hereby expressly disclaims all warranties, either expressed or implied, including any warranty of merchantability or fitness for a particular purpose, and Stribling neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said goods or services. The liability of Stribling for all claims in contract, tort (including negligence and products liability) or otherwise arising out of or resulting from the purchase of the goods and/or services shall not exceed the price to Customer allocable to the good or service which gives rise to the claim, and in no event shall Stribling's liability exceed the total purchase price of this invoice. In no event shall Stribling be liable for any incidental, consequential, punitive, exemplary, indirect, or special damages including, but not limited to, injuries to persons or damage to property, loss of profits or anticipated profits, or loss of use. Any warranties on the product sold hereby are those made by the manufacturer which shall be the sole and exclusive remedy, whether in contract, warranty, tort or strict liability.
 - Cost of Collection. In the event Customer defaults in the payment of the amount due herein, Customer agrees to pay for all costs of collection, including without limitation, all court costs and attorneys' fees.
 - Arbitration Agreement and Waiver of Jury Trial. Stribling and Customer hereby agree to this arbitration agreement ("Arbitration Agreement").
 - CLAIMS AND DISPUTES COVERED. Except for those claims described below under the heading "MATTERS NOT COVERED BY ARBITRATION," Stribling and Customer agree that either party may elect to resolve by BINDING ARBITRATION all claims and disputes between us ("Covered Claims"). This includes, but is not limited to: all claims and disputes arising out of, in connection with, or relating to Customer's business relationship with Stribling; any and all invoices, transactions, solicitations, all documents, promotions, or advertising; any actions or omissions relating to this or any other matter between Stribling and Customer; whether any such claim must be arbitrated; the validity and enforceability of this Arbitration Agreement and this agreement; any alleged fraud or misrepresentation; any claim based on or arising under any federal, state, or local law, statute, regulation, ordinance or rule; any claim or dispute based on any alleged tort (wrong), including intentional torts; and any claim for injunctive, declaratory or equitable relief.
 - COVERED CLAIMS AGAINST THIRD PARTIES. This Arbitration Agreement also covers any claim or dispute between Customer and any of Stribling's employees, officers, agents or directors; any of its affiliate entities; any third parties related to the transaction; and any of the employees, officers, agents or directors of such affiliates or third parties. In addition, if Stribling becomes a party in any lawsuit that Customer has with any third party, whether through intervention by Stribling or by motion made by Customer or any third party, all claims in that lawsuit between Customer and the third party will be subject to binding arbitration under this Arbitration Agreement, provided that the third party is required to agree to resolve such claims by arbitration.
 - MATTERS NOT COVERED BY ARBITRATION. Customer agrees that Stribling does not have to initiate arbitration before exercising lawful self-help remedies or judicial remedies of garnishment, repossession, replevin, or foreclosure, but instead may proceed in court for those judicial remedies (an "Excluded Collateral Lawsuit"). Customer may assert in court any defenses Customer may have to Stribling's claims in an Excluded Collateral Lawsuit, but any claim or counterclaim for rescission or damages Customer may have arising out of, relating to, or in connection with Stribling's exercise of those remedies must be arbitrated. Instead of pursuing arbitration, either Stribling or Customer also have the option to bring a lawsuit in court to seek to recover an amount which does not exceed the total sum of \$25,000 (including costs and attorneys' fees), provided that no relief other than such recovery is requested in such lawsuit (an "Excluded Damages Lawsuit"). If an Excluded Damages Lawsuit is filed, the other party cannot require that the claims in that lawsuit be arbitrated. If such an Excluded Damages Lawsuit is filed by Customer or Stribling, and any party to that lawsuit files an amendment, counterclaim, cross-claim, or third-party claim seeking to recover more than \$25,000, then that claim, counterclaim, cross-claim or third party claim must be arbitrated in accordance with the procedures set forth in this Arbitration Agreement. Neither Customer nor Stribling shall be deemed to have waived any arbitration rights by the fact of having exercised any self-help or judicial remedies, or by having filed any claims including but not limited to an Excluded Damages Lawsuit in a court.
 - ARBITRATION FORUM AND RULES. The arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and shall be conducted by the AAA or any other arbitrator selected by mutual agreement of the parties. The arbitration shall be conducted in Rankin County, Mississippi (except for claims relating to facilities located outside Mississippi, then in the county where such facility is located). All fees and charges of the Arbitrator shall be shared equally provided, however, that the Arbitrator may award reimbursement of such costs to the prevailing party. Each party shall also pay for its own costs, including fees for attorneys, experts and witnesses, unless otherwise provided by law or section 4 above, to the extent permitted by applicable law.
- TO THE FULLEST EXTENT PERMITTED BY LAW, BOTH STRIBLING AND CUSTOMER ARE VOLUNTARILY WAIVING ANY RIGHT TO AN ADJUDICATION BY A COURT OF LAW (INCLUDING TRIAL BY JURY) OF ALL CLAIMS AND DISPUTES COVERED BY THIS ARBITRATION AGREEMENT.

If there are problems with this repair visit, we must be contacted immediately in order to expedite the follow up procedures
TERMS: STRICTLY CASH, APPROVED ACCOUNT

I, Customer, hereby acknowledge receipt of the above described goods and/or receipt of the item(s) on which services were performed in the specified quantities and prices and agree to pay Stribling Equipment, LLC (Stribling) as set forth herein. By signing this form or by taking possession of the goods and/or the item(s) on which services were performed or by otherwise accepting the same, I agree to and accept the terms and conditions of sale set forth on the reverse side of this form, including but not limited to the forum selection clause, disclaimer of warranties, limitation of liabilities, and binding arbitration provisions. Customer authorizes the repair to be performed along with the use of necessary materials. Stribling employees may operate equipment for purposes of testing, inspection or delivery, at Customers risk. An express mechanics lien is acknowledged on the repaired equipment to secure the amount of repairs thereto. It is agreed that Stribling assumes no responsibility for loss or damage by theft or fire to equipment placed with Stribling for storage, sale, repair or while field testing.

Customer Signature: _____

Misc Charges	625.00
Mileage	0.00
Parts	47,529.52
Labor	11,520.00
Sublet	0.00
Environmental Supplies	300.00
Taxes	6,147.39
Total	66,121.91

Please Remit Payment To:
 Stribling Equipment, LLC
 PO Box 6038
 Jackson, MS 39288-6038

!!!!RECEIVE THIS INVOICE BY EMAIL!!!!

EMAIL US AT CREDITSEI@STRIBLINGEQUIPMENT.COM



Quote Summary

Prepared For:
TEXARKANA WATER CO
AR

Prepared By:
WILLIAM TUBERVILLE
Stribling Equipment, LLC
1800 Jim Walter Drive
Texarkana, AR 71854-9271
Phone: 870-772-9321
btuberville@striblingequipment.com

Quote Id: 26937543
Created On: 21 June 2022
Last Modified On: 22 June 2022
Expiration Date: 29 July 2022

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 644 P WHEEL LOADER - 1DW644PAANLZ13543	\$ 286,870.00 X	1 =	\$ 286,870.00
Equipment Total			\$ 286,870.00

Quote Summary

Equipment Total	\$ 286,870.00
DOCUMENTATION FEE	\$ 0.00
SubTotal	\$ 286,870.00
Total	\$ 286,870.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 286,870.00

Optimal Ext. Packer
60 months - 6000 Hour
Powertrain & Hyb.

8022.00
286870.00
294892.00

294892.00
- 20,000.00 TRADE
274,892.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 26937543

JOHN DEERE 644 P WHEEL LOADER - 1DW644PAANLZ13543

Hours: 0000

Stock Number:

Code	Description	Qty
6050DW	644 P-TIER 4WD LOADER	1
Standard Options - Per Unit		
170C	JDLINK ULT 5 YEAR SERVICE	1
0924	JD POWERTECH ENGINE	1
1010	STANDARD WHEEL LOADER	1
1120	5 SP TRANSMISSION W/ LOCK UP	1
1217	140 AMP ALTERNATOR	1
1330	CHROME CURVED STACK	1
1430	AIR INTAKE WITH PRECLEANER	1
1520	AUTOMATIC REVERSING HYD FAN	1
1610	FUEL TANK W STD FILTER	1
1910	PREMIUM CAB	1
1940	7 INCH DISPLAY MONITOR	1
1970	HYDRAU HYDRAULIC FLUID	1
2010	STANDARD Z-BAR	1
2120	STEERING WHEEL ONLY	1
2240	PREMIUM SEAT	1
2360	JOYSTICK CONTROLS	1
2402	TWO FUNCTION HYDRAULICS	1
2510	RIDE CONTROL	1
2605	ENGLISH DECALS & MANUALS	1
2715	15 AMP CONVERTER	1
2870	NO PAYLOAD SCALE W/ COUNTER	1
3046	AXLE,STD REAR & HYD FRONT	1
3120	MANUAL DIFFERENTIAL LOCK	1
4621	23.5R25 L3 1 STAR MI-3PC RIM	1
5320	LESS TPMS SYSTEM	1
5530	STANDARD FRONT FENDERS	1
5610	LEFT SIDE STEPS ONLY	1
5840	NO FORK FRAME	1
5940	NO TINES	1
7120	HALOGEN WORK & DRIVE LIGHTS	1
8220	REAR HITCH & COUNTERWEIGHT	1
8240	REAR CAMERA ONLY	1
8290	LEFT BEACON BRACKET ONLY	1
8350	EXTERIOR MIRRORS-HEAT&POWER	1

Selling Equipment

Quote Id: 26937543

8370	RADIO - PREMIUM	1
8450	AC CHARGE	1
8567	FACTORY PIN-ON BUCKET READY	1
8860	CUTTING EDGE BOLT ON - LONG	1
8947	BUCKET - 4.75 CUBIC YARD	1
9045	QUICK FLUID SERVICE W/ DRAIN	1
9115	CAB FRESH AIR PRECLEANER	1
9140	FIRE EXTINGUISHER	1
9240	ENGINE COMPARTMENT LIGHT	1
9410	GUARDS-TRANSMISSION & BOTTOM	1
Dealer Attachments		
	BYT11838	1
	Install Aux Hyds	1
	Front screens	1
	Labor front screens/gaurd	1
	Labor for roll out bucket	1
		1
Other Charges		

Original Factory Build Codes

Code	Description
0924	JD POWERTECH ENGINE
1010	STANDARD WHEEL LOADER
1120	5 SP TRANSMISSION W/ LOCK UP
1217	140 AMP ALTERNATOR
1330	CHROME CURVED STACK
1430	AIR INTAKE WITH PRECLEANER
1520	AUTOMATIC REVERSING HYD FAN
1610	FUEL TANK W STD FILTER
170C	JDLINK ULT 5 YEAR SERVICE
1910	PREMIUM CAB
1940	7 INCH DISPLAY MONITOR
1970	HYDRAU HYDRAULIC FLUID
2010	STANDARD Z-BAR
2120	STEERING WHEEL ONLY
2240	PREMIUM SEAT
2360	JOYSTICK CONTROLS
2402	TWO FUNCTION HYDRAULICS
2510	RIDE CONTROL
2605	ENGLISH DECALS & MANUALS
2715	15 AMP CONVERTER
2870	NO PAYLOAD SCALE W/ COUNTER

Selling Equipment

Quote Id: 26937543

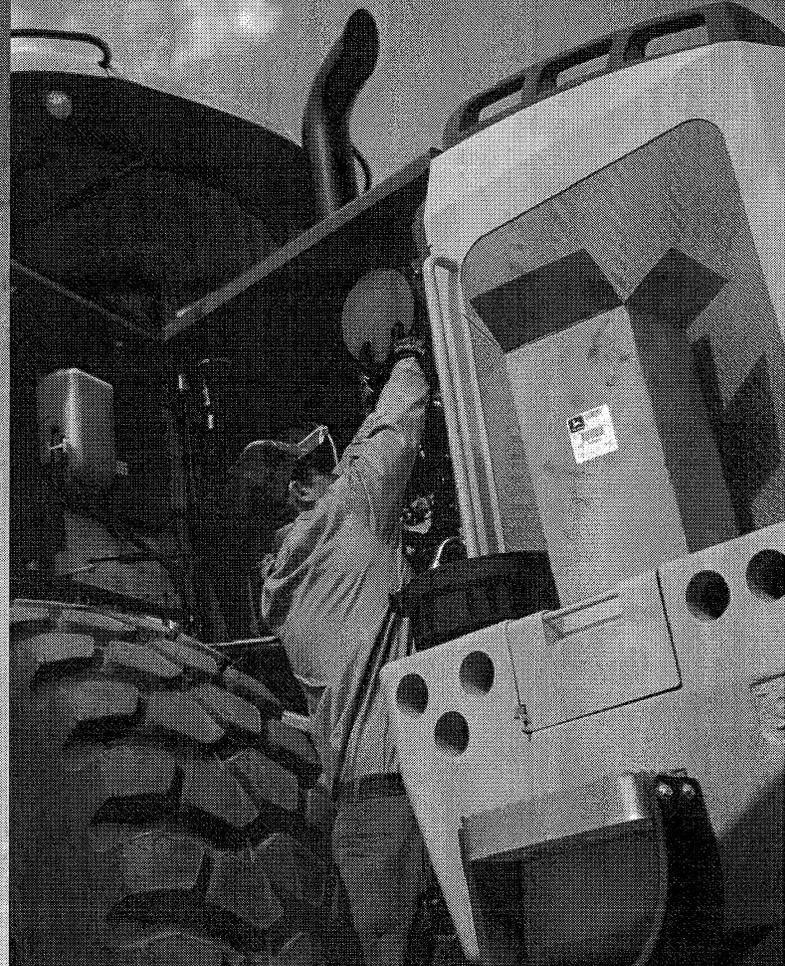
3046	AXLE,STD REAR & HYD FRONT
3120	MANUAL DIFFERENTIAL LOCK
4621	23.5R25 L3 1 STAR MI-3PC RIM
5320	LESS TPMS SYSTEM
5530	STANDARD FRONT FENDERS
5610	LEFT SIDE STEPS ONLY
5840	NO FORK FRAME
5940	NO TINES
7120	HALOGEN WORK & DRIVE LIGHTS
8220	REAR HITCH & COUNTERWEIGHT
8240	REAR CAMERA ONLY
8290	LEFT BEACON BRACKET ONLY
8350	EXTERIOR MIRRORS-HEAT&POWER
8370	RADIO - PREMIUM
8450	AC CHARGE
8567	FACTORY PIN-ON BUCKET READY
8860	CUTTING EDGE BOLT ON - LONG
8947	BUCKET - 4.75 CUBIC YARD
9045	QUICK FLUID SERVICE W/ DRAIN
9115	CAB FRESH AIR PRECLEANER
9140	FIRE EXTINGUISHER
9240	ENGINE COMPARTMENT LIGHT
9410	GUARDS-TRANSMISSION & BOTTOM



**STIBLING
EQUIPMENT**

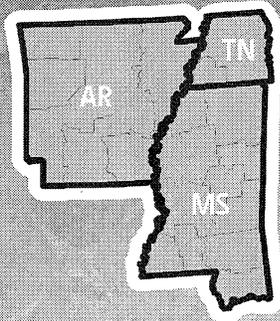
PRO SOLUTIONS

An Ultimate Uptime solution featuring
John Deere WorkSight™



**STIBLING
EQUIPMENT, LLC**

www.StriblingEquipment.com



For additional information
please call us toll free at
800-682-6409

Arkadelphia, AR.....870-246-8678	Greenwood, MS.....662-453-7556
Camden, AR.....870-574-0290	Hattiesburg, MS.....601-544-3000
Fort Smith, AR.....479-646-8381	Jackson, MS.....601-939-1000
Little Rock, AR.....501-455-2540	Meridian, MS.....601-482-5575
Monticello, AR.....870-367-3496	Natchez, MS.....601-442-3613
Springdale, AR.....479-756-9779	Philadelphia, MS...601-656-1997
Texarkana, AR.....870-772-9321	Tupelo, MS.....662-844-3212
Biloxi, MS.....228-365-0000	Memphis, TN.....901-345-5294
Brookhaven, MS...601-835-4400	Jackson, TN.....731-422-2542
Columbus, MS.....662-328-0820	



JOHN DEERE

www.StriblingEquipment.com



Jackson	MS	601-939-1000	Hattiesburg	MS	601-544-3000	Little Rock	AR	501-455-2540
Natchez	MS	601-442-3613	Biloxi	MS	228-365-0000	Monticello	AR	870-367-3496
Greenwood	MS	662-453-7556	Brookhaven	MS	601-835-4400	Camden	AR	870-574-0290
Meridian	MS	601-482-5575	Philadelphia	MS	601-656-1997	Texarkana	AR	870-772-9321
Columbus	MS	662-328-0820	Tupelo	MS	662-844-3212	Fort Smith	AR	479-646-8381
			Memphis	TN	901-345-5294	Springdale	AR	479-756-9779
			Jackson	TN	731-422-2542	Arkadelphia	AR	870-246-8678
						Jonesboro	AR	870-268-9900

POST OFFICE BOX 6038 / JACKSON, MS 39288-6038 601-939-1000 / 800-682-6409 / Fax: 601-932-3306 / E-Mail: info@striblingequipment.com

Bill-To 27785 **Owner** TEXARKANA WATER UTILITIES
TEXARKANA WATER UTILITIES
 801 WOOD
 TEXARKANA TX 75501
Phone 9037983800

Owner TEXARKANA WATER UTILITIES
V.I.N 1DW644KZLFF672484
Customer Unit #
Make JOHN DEERE
Model 644K
Main Engine S/N RG6090U021598

2015

Estimate
ES022001020
P.O. Number
Invoice Date

Claim #

Date In	Spn ID	Unit ID #	Hours	Bill Type	Terms	Writer	Reviewer
06/16/2022	999	142499	13,546	SR	NET10	SHAWN SR	

Job#1 S/JD-REPAIR

SHOP/JOHN DEERE - REPAIR

Condition SHOP/JOHN DEERE - REPLACE ENGINE AND AFTERTREATMENT SYSTEM.

Cause

NEW Engine

Correction

Qty	Item	Description	Price	Extended
		TECHNICIAN LABOR		8,000.00
1	022D/RG39694	Diesel Engine	59,004.96	59,004.96
1	022D/RE537960	Torsional Damper	2,790.25	2,790.25
1	022D/AT308994	Torsional Damper	1,323.43	1,323.43
1	022D/RE554119	Converter	13,524.58	13,524.58
1	022D/AT223226	Filter Element	104.28	104.28
1	022D/AT175224	Filter Element	57.20	57.20
12	022D/TY26575	COOL-GARD	17.85	214.20
8	022D/TY26673	Plus-50 II Oil 15W40 CK4/SN	29.30	234.40
1	022D/RE563694	Diesel Particulate Filter	3,833.92	3,833.92
1	022D/RE563866	Diesel Oxidation Catalyst	4,541.24	4,541.24
2	022D/RE537767	Clamp	203.40	406.80
1	022D/T437056	V-Belt	62.70	62.70
1	022D/RG39694-CORE	CORE	4,750.00	4,750.00
1	DIAG	DIAGNOSTIC CONNECTION	125.00	125.00
1	FRT	FREIGHT CHARGES	600.00	600.00
Condition Labor				8,000.00
	Condition Parts		91,572.96	
	Condition Sum			99,572.96



Jackson MS 601-939-1000	Hattiesburg MS 601-544-3000	Little Rock AR 501-455-2540
Natchez MS 601-442-3613	Biloxi MS 228-365-0000	Monticello AR 870-367-3496
Greenwood MS 662-453-7556	Brookhaven MS 601-835-4400	Camden AR 870-574-0290
Meridian MS 601-482-5575	Philadelphia MS 601-656-1997	Texarkana AR 870-772-9321
Columbus MS 662-328-0820	Tupelo MS 662-844-3212	Fort Smith AR 479-646-8381
	Memphis TN 901-345-5294	Springdale AR 479-756-9779
	Jackson TN 731-422-2542	Arkadelphia AR 870-246-8678
		Jonesboro AR 870-268-9900

POST OFFICE BOX 6038 / JACKSON, MS 39288-6038 601-939-1000 / 800-682-6409 / Fax: 601-932-3306 / E-Mail: info@striblingequipment.com

Bill-To 27785 **Owner** TEXARKANA WATER UTILITIES
TEXARKANA WATER UTILITIES
V.I.N 1DW644KZLFF672484
Customer Unit #
Make JOHN DEERE
Model 644K
Main Engine S/N RG6090U021598
Phone 9037983800

Estimate
ES022001020
P.O. Number
Invoice Date

Claim #

Date In	Spn ID	Unit ID #	Hours	Bill Type	Terms	Writer	Reviewer
06/16/2022	999	142499	13,546	SR	NET10	SHAWN SR	

TERMS AND CONDITIONS OF SALE

- Payment Terms. All balances are due on delivery or on the 10th of the month following the purchase at the option of Stribling. A finance charge of 1 1/2% per month or the maximum permitted by law whichever is less will be added to all balances past due. Customer is responsible for any present or future excise, sales, use or other tax applicable to the sale or use of the goods or services purchased hereunder, and agrees to defend, indemnify and hold Stribling harmless of and from any claim or demand for same.
 - Forum Selection Clause and Choice of Law. To the extent any matter is not covered by arbitration as provided below, the exclusive venue for any proceeding relating in any manner to this invoice, any transaction with Stribling (or any person or entity associated with Stribling) or Customer's business relationship with Stribling and Customer will be a state court in Rankin County, Mississippi (except for claims relating to facilities located outside of Mississippi, then in the county where such facility is located), or in any federal court having jurisdiction over such county. All disputes arising out of or related to this transaction shall be governed by the laws of the State of Mississippi.
 - Disclaimer of Warranties and Limitation of Liabilities. To the fullest extent permitted by law, Stribling hereby expressly disclaims all warranties, either expressed or implied, including any warranty of merchantability or fitness for a particular purpose, and Stribling neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said goods or services. The liability of Stribling for all claims in contract, tort (including negligence and products liability) or otherwise arising out of or resulting from the purchase of the goods and/or services shall not exceed the price to Customer allocable to the good or service which gives rise to the claim, and in no event shall Stribling's liability exceed the total purchase price of this invoice. In no event shall Stribling be liable for any incidental, consequential, punitive, exemplary, indirect, or special damages including, but not limited to, injuries to persons or damage to property, loss of profits or anticipated profits, or loss of use. Any warranties on the product sold hereby are those made by the manufacturer which shall be the sole and exclusive remedy, whether in contract, warranty, tort or strict liability.
 - Cost of Collection. In the event Customer defaults in the payment of the amount due herein, Customer agrees to pay for all costs of collection, including without limitation, all court costs and attorneys' fees.
 - Arbitration Agreement and Waiver of Jury Trial. Stribling and Customer hereby agree to this arbitration agreement ("Arbitration Agreement").
 - CLAIMS AND DISPUTES COVERED.** Except for those claims described below under the heading "MATTERS NOT COVERED BY ARBITRATION," Stribling and Customer agree that either party may elect to resolve by BINDING ARBITRATION all claims and disputes between us ("Covered Claims"). This includes, but is not limited to: all claims and disputes arising out of, in connection with, or relating to Customer's business relationship with Stribling; any and all invoices, transactions, solicitations, all documents, promotions, or advertising; any actions or omissions relating to this or any other matter between Stribling and Customer; whether any such claim must be arbitrated; the validity and enforceability of this Arbitration Agreement and this agreement; any alleged fraud or misrepresentation; any claim based on or arising under any federal, state, or local law, statute, regulation, ordinance or rule; any claim or dispute based on any alleged tort (wrong), including intentional torts; and any claim for injunctive, declaratory or equitable relief.
 - COVERED CLAIMS AGAINST THIRD PARTIES.** This Arbitration Agreement also covers any claim or dispute between Customer and any of Stribling's employees, officers, agents or directors; any of its affiliate entities; any third parties related to the transaction; and any of the employees, officers, agents or directors of such affiliates or third parties. In addition, if Stribling becomes a party in any lawsuit that Customer has with any third party, whether through intervention by Stribling or by motion made by Customer or any third party, all claims in that lawsuit between Customer and the third party will be subject to binding arbitration under this Arbitration Agreement, provided that the third party is required to agree to resolve such claims by arbitration.
 - MATTERS NOT COVERED BY ARBITRATION.** Customer agrees that Stribling does not have to initiate arbitration before exercising lawful self-help remedies or judicial remedies of garnishment, repossession, replevin, or foreclosure, but instead may proceed in court for those judicial remedies (an "Excluded Collateral Lawsuit"). Customer may assert in court any defenses Customer may have to Stribling's claims in an Excluded Collateral Lawsuit, but any claim or counterclaim for recession or damages Customer may have arising out of, relating to, or in connection with Stribling's exercise of those remedies must be arbitrated. Instead of pursuing arbitration, either Stribling or Customer also have the option to bring a lawsuit in court to seek to recover an amount which does not exceed the total sum of \$25,000 (including costs and attorneys' fees), provided that no relief other than such recovery is requested in such lawsuit (an "Excluded Damages Lawsuit"). If an Excluded Damages Lawsuit is filed, the other party cannot require that the claims in that lawsuit be arbitrated. If such an Excluded Damages Lawsuit is filed by Customer or Stribling, and any party to that lawsuit files an amendment, counterclaim, cross-claim, or third-party claim seeking to recover more than \$25,000, then that claim, counterclaim, cross-claim or third party claim must be arbitrated in accordance with the procedures set forth in this Arbitration Agreement. Neither Customer nor Stribling shall be deemed to have waived any arbitration rights by the fact of having exercised any self-help or judicial remedies, or by having filed any claims including but not limited to an Excluded Damages Lawsuit in a court.
 - ARBITRATION FORUM AND RULES.** The arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and shall be conducted by the AAA or any other arbitrator selected by mutual agreement of the parties. The arbitration shall be conducted in Rankin County, Mississippi (except for claims relating to facilities located outside Mississippi, then in the county where such facility is located). All fees and charges of the Arbitrator shall be shared equally provided, however, that the Arbitrator may award reimbursement of such costs to the prevailing party. Each party shall also pay for its own costs, including fees for attorneys, experts and witnesses, unless otherwise provided by law or section 4 above, to the extent permitted by applicable law.
- TO THE FULLEST EXTENT PERMITTED BY LAW, BOTH STRIBLING AND CUSTOMER ARE VOLUNTARILY WAIVING ANY RIGHT TO AN ADJUDICATION BY A COURT OF LAW (INCLUDING TRIAL BY JURY) OF ALL CLAIMS AND DISPUTES COVERED BY THIS ARBITRATION AGREEMENT.

If there are problems with this repair visit, we must be contacted immediately in order to expedite the follow up procedures
TERMS: STRICTLY CASH, APPROVED ACCOUNT

I, Customer, hereby acknowledge receipt of the above described goods and/or receipt of the item(s) on which services were performed in the specified quantities and prices and agree to pay Stribling Equipment, LLC (Stribling) as set forth herein. By signing this form or by taking possession of the goods and/or the item(s) on which services were performed or by otherwise accepting the same, I agree to and accept the terms and conditions of sale set forth on the reverse side of this form, including but not limited to the forum selection clause, disclaimer of warranties, limitation of liabilities, and binding arbitration provisions. Customer authorizes the repair to be performed along with the use of necessary materials. Stribling employees may operate equipment for purposes of testing, inspection or delivery, at Customers risk. An express mechanics lien is acknowledged on the repaired equipment to secure the amount of repairs thereto. It is agreed that Stribling assumes no responsibility for loss or damage by theft or fire to equipment placed with Stribling for storage, sale, repair or while field testing.

Misc Charges	725.00
Mileage	0.00
Parts	90,847.96
Labor	8,000.00
Sublet	0.00
Environmental Supplies	300.00
Taxes	10,236.98
Total	110,109.94

Please Remit Payment To:
 Stribling Equipment, LLC
 PO Box 6038
 Jackson, MS 39288-6038

Customer Signature: _____

!!!!RECEIVE THIS INVOICE BY EMAIL!!!!

EMAIL US AT CREDITSEI@STRIBLINGEQUIPMENT.COM



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the City Manager to enter into an agreement for engineering services with Spears Engineering Company (SPEARS), for Rolling Ridge Drive, Dudley Avenue, and Woodland Road street rehabilitation projects. (PWD) Public Works Director Tyler Richards

AGENDA DATE: July 18, 2022

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Public Works Department

PREPARED BY: Public Works Director Tyler Richards

REQUEST: Adopt a resolution to enter into an engineering contract with SPEARS for Rolling Ridge Drive, Dudley Avenue, and Woodland Road street rehabilitation projects.

EMERGENCY CLAUSE: N/A

SUMMARY: A resolution for the award of the engineering contract to SPEARS in the amount of one hundred thirteen thousand, one hundred dollars and no cents (\$113,100.00) for the design of Rolling Ridge Drive, Dudley Avenue, and Woodland Road street rehabilitation projects.

Rolling Ridge Drive: \$35,800.00

Dudley Avenue: \$45,300.00

Woodland Road: \$32,000.00

On January 28, 2022, Statement of Qualifications (SOQ) were received for architects, engineers, and surveyors. Spears Engineering Company submitted an SOQ showing their qualifications for this project. SPEARS is a licensed civil engineer in the State of Arkansas and is located in Texarkana, Arkansas.

Award of the contract to SPEARS meets all bidding requirements for professional services. Funds were budgeted and are available for the award of the contract in the American Rescue Plan Act (ARPA) funds approved with Resolution No. 2022-28.

EXPENSE REQUIRED: \$113,100.00

AMOUNT BUDGETED: \$1,441,000.00 (Includes Engineering and Construction)

APPROPRIATION \$0.00
REQUIRED:

RECOMMENDED City Manager and staff recommends Board approval
ACTION:

EXHIBITS: Resolution, Engineer's Contract, and Resolution No. 2022-28

RESOLUTION NO. _____

WHEREAS, upon review of submitted Statements of Qualifications, Spears Engineering Company was selected as the candidate best suited to provide certain engineering services in connection with the design of the Rolling Ridge Drive, Dudley Avenue and Woodland Road street rehabilitation projects; and

WHEREAS, the cost for such services is, respectively:

Rolling Ridge Drive:	\$35,800.00
Dudley Avenue:	\$45,300.00
<u>Woodland Road:</u>	<u>\$32,000.00</u>
For a total of:	\$113,100.00; and

WHEREAS, available funds are allocated from the American Rescue Act Plan (ARPA) funds;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is hereby authorized to enter into a contract with Spears Engineering Company for the work and in the amount described above.

PASSED AND APPROVED this 18th day of July, 2022.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney

AGREEMENT FOR ENGINEERING SERVICES

This Agreement, made this ____ day of _____, 2022, by and between the City of Texarkana, Arkansas, hereafter referred to as the OWNER, and Spears Engineering Company, hereinafter referred to as the ENGINEER:

THE OWNER intends to construct the following street improvements in Texarkana, Miller County, State of Arkansas for which the ENGINEER agrees to perform the various professional engineering services for the design and construction of said system:

- (a) Rolling Ridge Drive - (approximately 4,100 LF from Tennessee Rd to Hwy 196/Genoa Rd) reconstruct existing base and apply asphalt surface, replace drainage structures as required, and regrade ditches as necessary for drainage.
- (b) Dudley Avenue - (approximately 5,230 LF from Hwy 71 to Oats St.) spot repair base, mill existing asphalt, install asphalt overlay, replace curb and gutter as required, and regrade ditches as necessary for drainage.
- (c) Woodland Road - (approximately 3,950 LF from E. 24th to E. 35th) spot repair base, mill existing asphalt, install asphalt overlay, and replace curb and gutter as required for drainage.

WITNESSETH:

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

SECTION A - ENGINEERING SERVICES

The ENGINEER shall furnish engineering services as follows:

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

8. The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.
9. The ENGINEER will review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
10. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
11. The ENGINEER will provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractor is conforming with the design concept. The ENGINEER shall not, during site visits or as a result of the observations of the contractor's work in progress, supervise, direct, or have control over contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by contractor, for safety precautions and programs incident to contractor's work, or for any failure of contractor to comply with Laws and Regulations applicable to contractor's furnishing and performing the Work. Accordingly, the ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the Contract Documents.
12. OWNER will provide for resident inspection.
13. The ENGINEER will review the contractor's applications for progress and final payment and, when approved, submit same to the OWNER for payment.
14. The ENGINEER will prepare necessary contract change orders for approval of the OWNER and others on a timely basis.
15. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit a statement of completion to and obtain the written acceptance of the facility from the OWNER.
16. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident inspector and from the resident inspector's construction data.
17. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be furnished without additional charge except for travel and subsistence costs. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.
18. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEER'S functions and services required under this Agreement.
19. Upon written authorization from the OWNER, the services called for in the Section A-1 and A-2 of this Agreement shall be completed within fifteen (15) calendar days from the date of authorization to proceed. The ENGINEER will complete final plans, specifications and contract documents and submit for approval of the OWNER and all State regulatory agencies within sixty (60) calendar days from the date of authorization unless otherwise agreed to by both parties.

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

SECTION B - COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for design and preliminary engineering services for each of the following city street projects in the Lump Sum amount of (per respective project):
 - (a) Rolling Ridge Drive: Thirty-five Thousand Eight Hundred Dollars (\$ 35,800.00)
 - (b) Dudley Avenue: Forty-five Thousand Three Hundred Dollars (\$ 45,300.00)
 - (c) Woodland Road: Thirty-two Thousand Dollars (\$ 32,000.00)
2. The compensation for design and preliminary engineering services shall be payable as follows:
 - (a) A sum which equals seventy percent (70%) of the total compensation payable under Section B-1, after completion and submission of the construction drawings, specifications, cost estimates, and contract documents, and the acceptance of the same by OWNER.
 - (b) A sum which, together with the compensation provided in Section B-2-(a) above, equals eighty percent (80%) of the compensation payable immediately after the construction contracts are awarded.
 - (c) A sum equal to fifteen percent (15%) of the compensation will be paid on a monthly basis for general engineering review of the contractor's work during the construction period on percentage ratios identical to those approved by the ENGINEER as a basis upon which to make partial payments to the contractor(s). However, payment under this paragraph and of such additional sums as are due the ENGINEER by reason of any necessary adjustments in the payment computations will be in an amount so that the aggregate of all sums paid to the ENGINEER will equal ninety-five (95%) of the compensation. A final payment to equal 100 percent shall be made when it is determined that all services required by this Agreement have been completed except for the services set forth in Section A-17 hereof.

SECTION C - COMPENSATION FOR RESIDENT INSPECTION N/A per Section A-12 (provided by OWNER)

SECTION D - ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER. FEES SHALL BE BILLED HOURLY PER ATTACHMENT 1.

1. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER'S office.
2. Laboratory tests, well tests, borings, specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for water rights, water adjudication, and litigation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER.
6. Appearances before courts or boards on matters of litigation or hearings related to the project.
7. Preparation of environment impact assessments or environmental impact statements.
8. Providing Construction Phase services beyond the estimated Contract Times as set forth in the Contract Documents.
9. Performance of detailed staking necessary for construction of the project in excess of the control staking set forth in Section A-8.
10. Providing resident construction inspection services.

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

SECTION E - INTEREST ON UNPAID SUMS

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

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

OWNER:

By: _____

Type Name: Tyler Richards, P.E., Public Works Director

Date: _____

ENGINEER:

By: 

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

Date: 7/7/2022

ATTACHMENT 1

SPEARS ENGINEERING COMPANY
SCHEDULE OF RATES AND CHARGES FOR ENGINEERING SERVICES

<u>PERSONNEL</u>	<u>RATE PER HOUR</u>
<u>Survey</u> Two-man Party	\$ <u>168.00</u>
<u>Engineering & General Supervisor</u> Principal or Officer of Firm	\$ <u>120.00</u>
Project Engineer	\$ <u>120.00</u>
Field or Design Technician	\$ <u>58.00</u>
Registered Land Surveyor	\$ <u>95.00</u>
Senior Support Staff	\$ <u>58.00</u>

Owner's Initials: _____

Engineer's Initials: SE

RESOLUTION NO. 2022-28

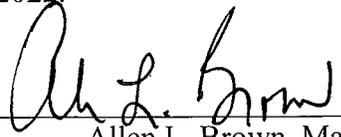
WHEREAS, issuance of the State and Local Fiscal Recovery Funds (SLFRF) Final Rule by the United States Department of the Treasury changed the determination of revenue loss from that of the prior interim rule and allows the City to reallocate American Rescue Plan Act (APRA) funds from Miscellaneous Projects in the amount of \$2,900,000.00, and Professional Services in the amount of \$35,000.00 to the following street projects in respective amounts stated:

Rolling Ridge - \$436,000.00
Dudley Avenue - \$615,000.00
Jefferson Avenue (12th to 18th) - \$220,000.00
Stallion Drive - \$138,000.00
Woodland Road - \$390,000.00
(I-30 to Sugarhill Road) - \$456,000.00
Boyd Road - \$680,000.00

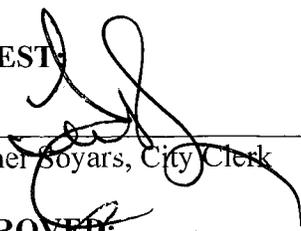
WHEREAS, the City Manager recommends approval;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Texarkana, Arkansas, that the 2022 ARPA Budget is amended to reflect the reallocations described above.

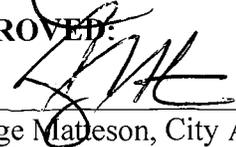
PASSED AND APPROVED this 4th day of April, 2022.


Allen L. Brown, Mayor

ATTEST:


Heather Boyars, City Clerk

APPROVED:


George Matheson, City Attorney



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the City Manager to enter into an agreement with Bank OZK for investment management services of the Texarkana, Arkansas, Public Employee Retirement Systems (TAPERS) Retirement Plan. (FIN) Finance Director TyRhonda Henderson

AGENDA DATE: July 18, 2022

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Finance Department

PREPARED BY: TyRhonda Henderson, Finance Director

REQUEST: Approve changing investment management for TAPERS from Stephens, Inc. to Bank OZK.

EMERGENCY CLAUSE: N/A

SUMMARY: The City Manager and TAPERS Committee recommend the Mayor and the Board of Directors to approve the amendment at the July 18, 2022, Board Meeting. This item comes to you with the approval of the TAPERS Retirement Committee, the City Manager, and the Finance Director. The TAPERS Committee approved this on May 18, 2022. The effective date for this change is requested for August 1, 2022.

EXPENSE REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**RECOMMENDED
ACTION:** The City Manager and TAPERS Committee recommended changing the investment manager from Stephens, Inc. to Bank OZK.

EXHIBITS: Resolution

RESOLUTION NO. _____

WHEREAS, upon review of responses to a Request for Qualifications, Bank OZK was selected as the candidate best suited to manage the Texarkana, Arkansas, Public Employee Retirement System (TAPERS), commencing August 1, 2022; and

WHEREAS, The TAPERS Committee, City Manager, Finance Director and Staff recommend approval;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Texarkana, Arkansas, that engagement of Bank OZK to manage the TAPERS retirement plan commencing August 1, 2022, is approved.

PASSED AND APPROVED this 18th day of July, 2022.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE:	Adopt an Ordinance granting a Limited Franchise to Bird Rides, Inc., for the non-exclusive right and privilege to operate a Stand-up Electric Scooter Sharing Program. (ADMIN) City Manager E. Jay Ellington (SECOND READING)
AGENDA DATE:	July 18, 2022
ITEM TYPE:	Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other <input type="checkbox"/> : _____
DEPARTMENT:	Administration
PREPARED BY:	Heather Soyars, City Clerk
REQUEST:	Scooter-Share Pilot Program
EMERGENCY CLAUSE:	N/A
SUMMARY:	Authorize a Pilot Program with Bird Electric Motorized Scooters
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	The City Manager and staff recommends Board approval.
EXHIBITS:	Ordinance, Pilot Agreement

ORDINANCE NO. _____

AN ORDINANCE GRANTING A LIMITED FRANCHISE TO BIRD RIDES, INC., FOR THE NON-EXCLUSIVE RIGHT AND PRIVILEGE TO OPERATE A STAND-UP ELECTRIC SCOOTER SHARING PROGRAM IN AREAS OF THE PUBLIC RIGHT-OF-WAY IN ACCORDANCE WITH APPLICABLE LAW

WHEREAS, Bird Rides, Inc. (“Bird”), proposes to implement a pilot project for operation of a stand-up electric scooter program in lawful portions of the public right-of-way; and

WHEREAS, such operations are contemplated pursuant to Ark. Code Ann. Sec.’s 27-51-1901, et seq.; and

WHEREAS, the proposed program is for one (1) year and, further, Bird proposes to pay the City a franchise fee in the amount of \$0.10 per ride during the pilot program; 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 Bird Rides, Inc., is granted a limited franchise for the non-exclusive right and operate a stand-up electric style scooter program as contemplated herein above and the City Manager is authorized to execute a Franchise Agreement with Bird Rides, Inc., for such purposes upon such terms and conditions and with such other terms as may be reasonably necessary and otherwise permissible under applicable law, rule and regulation.

PASSED AND APPROVED this 18th day of July, 2022.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney

FRANCHISE AGREEMENT

This Franchise Agreement (the “Agreement”) is entered into by and between Bird Rides, Inc., located at 406 Broadway #369 Santa Monica, CA 90401 (“Company”), and the City of Texarkana Arkansas (the “City ”) as of _____, 2022.

1. Statement and Purpose

Company is hereby granted a non-exclusive franchise to operate Stand-Up Electric Scooters upon municipal, public streets existing within the municipal corporate limits of the City, but subject to the terms and conditions herein contained.

2. Term/Termination

This Agreement shall commence upon the date the authorizing ordinance or legislative act by the City’s Board of Directors becomes effective and continue for a period of three hundred sixty-five (365) days thereafter, whereupon the same shall automatically expire. Notwithstanding the foregoing, in the event of a material default by Company under this Agreement, City may elect to immediately terminate this Agreement, without notice to Company. Otherwise, in the event of a Default, City will provide written notice to Company and, should Company fail to cure such default within fifteen (15) days following such notice, City may elect to terminate this Agreement.

Company may terminate this Agreement at any time by written notice to City. Company’s sole and exclusive remedy for breach of any term of this Agreement by City shall be to terminate this Agreement.

3. Procedures

While this Agreement is in effect, Company shall be bound by the terms hereof and all applicable provisions of federal, state or local law now or existing at any time during the term of this Agreement.

4. Operating Regulations

- a. Company, and/or its service providers, agents or assigns, shall be responsible for operating a Stand-up Electric Scooter program in the City with the below requirements.

- b. “Stand-up Electric Scooter” shall have the same meaning as “electric motorized scooter” under applicable law, including, without limitation Ark. Code Ann Sec. 27-51-1902.
- c. While this Agreement and Pilot are in effect, Company shall pay the City a franchise fee equal to the number of rides purchased by users times \$0.10 per-ride. Company shall provide such supporting information as may be reasonably requested by City to verify the amounts being paid – subject, however to Paragraph 7 of this Agreement.
- d. Company shall cause all operations to be in accordance with applicable law and confined to lawful areas as now or hereafter may exist.
- e. Nothing contained in this Agreement shall be deemed, nor is intended to in any way limit any authority that City may have to regulate the use of its rights of way; including, without limitation require all operators of Stand-Up Electric Scooters to comply with applicable law.
- f. Company shall provide easily visible contact information as may be required from time to time by applicable law, including, without limitation Ark. Code Ann. Sec. 27-51-1904 and, further toll-free phone number and/or e-mail address on each Stand-up Electric Scooter for members of the public to make relocation requests or to report other issues with devices.
- g. The City may establish hours of operation when Company’s Stand-up Electric Scooters will be permitted.

5. Parking

- a. Company shall require users of Stand-up Electric Scooters to park devices upright and lawfully.
- b. Without limiting the generality of any term of this Agreement, Company shall prohibit users from parking Stand-up Electric Scooters in such a manner as to block the pedestrian areas of the sidewalk; any fire hydrant, call box, or other emergency facility; bus bench; or utility pole or box; in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building; or, in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.
- c. Company’s Users may park Stand-up Electric Scooters in on-street parking spaces in the following circumstances: When marked parking spaces are officially designated stations for such devices or in such other areas as where such parking is permitted and lawful.
- d. Company may stage its Stand-up Electric Scooters in any permitted parking areas as described in this section. To the extent Company desires to stage Stand-up Electric Scooters in areas other than the public right-of-way, Company must first

obtain the right to do so from the appropriate City department, property owner, or public agency.

6. Operations

- a. Company shall maintain 24-hour customer service for customers to report safety concerns, complaints, or to ask questions. Company shall maintain a multilingual website, call center, and/or mobile app customer interface that is available twenty-four hours a day, seven days a week. The aforementioned shall be compliant with the Americans with Disabilities Act.
- b. In the event a safety or maintenance issue is reported for a specific device, that Stand-up Electric Scooter shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.
- c. Company shall respond to reports of incorrectly parked Stand-up Electric Scooters, Stand-up Electric Scooters continuously parked in one location for more than 72 hours, or unsafe/inoperable Stand-up Electric Scooters, by relocating, re-parking, or removing the Stand-up Electric Scooters, as appropriate, within 24 hours of receiving notice that must include the location of the Stand-up Electric Scooter. The notice contemplated by this provision is not limited to any such notice by City, but includes such notice, written or verbal, that Company may receive from any persons or entities.
- d. Company shall cause and provide notice to all users that:
 - i. Stand-up Electric Scooters are to be ridden on where lawfully permitted;
 - ii. Stand-up Electric Scooters be operated in accordance with applicable law;
 - iii. Helmets are required if required by applicable laws;
 - iv. Parking must be done in the designated areas; and
 - v. Riding responsibly is encouraged.
- e. Company shall require Stand-up Electric Scooter riders to take a photo whenever they park their scooter at the end of a ride.
- f. Company shall provide education to Stand-up Electric Scooter riders on the City's existing rules and regulations, safe and courteous riding, and proper parking.
- g. Company acknowledges that City makes no representation or warranty concerning the condition, existence, availability, or maintenance of any City rights of way, which, to the extent made available for use by Company hereunder, are accepted by Company in an AS IS, WHERE IS, WITH ALL FAULTS CONDITION. Company and users assume all risks associated with the operation of Stand-Up Electric Scooters in accordance with this Agreement.

7. Data Sharing

City may require Company to provide anonymized fleet and ride activity data for all trips starting or ending within the jurisdiction of City on any vehicle of Company or of any person or company controlled by, controlling, or under common control with Company, provided that, to ensure individual privacy, any information obtained by City shall be subject to Ark. Code Ann. Sec. 27-51-1905.

8. Indemnification

Company agrees to indemnify, defend and hold harmless City (and City's employees, agents and affiliates) from and against all actions, damages or claims brought against City arising out of Company's or related to this Agreement, except that Company's indemnification obligation shall not extend to claims of City's (or City's employees', agents' or affiliates') negligence or willful misconduct. This provision shall survive the termination or expiration of this Agreement.

9. Insurance

Company shall provide City with proof of insurance coverage exclusively for the operation of Stand-up Electric Scooters as is required from time to time by Ark. Code Ann. Section 27-51-1904.

10. Miscellaneous

a. All notices and communications to the City from Company shall be made in writing (includes electronic communications) and sent to the address below.

b. In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

c. This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas, and venue shall be in Miller County, Arkansas.

d. In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

e. If any term, condition or provision of this Agreement or the application thereof to any circumstance or party hereto, is invalid or unenforceable as against any person or, as to certain circumstances, then the remainder of this Agreement and the applicability of such term, condition or provision to other persons or circumstances shall not be affected thereby. Each term, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

f. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of an authorized representative of City and Company.

g. Assignment or Subletting. This Agreement may not be assigned or sublet by Company, in whole or in part, without the prior written consent of City, which may be withheld in City's sole and absolute discretion.

Texarkana, AR

Bird Rides, Inc.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address: 216 Walnut Street
Texarkana, AR 71854



Hello, Texarkana

2021



Our Why:

Improve our communities and the lives of those around us.



What is Bird?

A micromobility company with a focus in shared electric vehicles.

BIRD



Bird's Story

Founded in 2017, Bird saw instant success as a pioneer in the space.

Today...

5 Continents. **25** Countries.
400 Cities. **100M+** Rides.

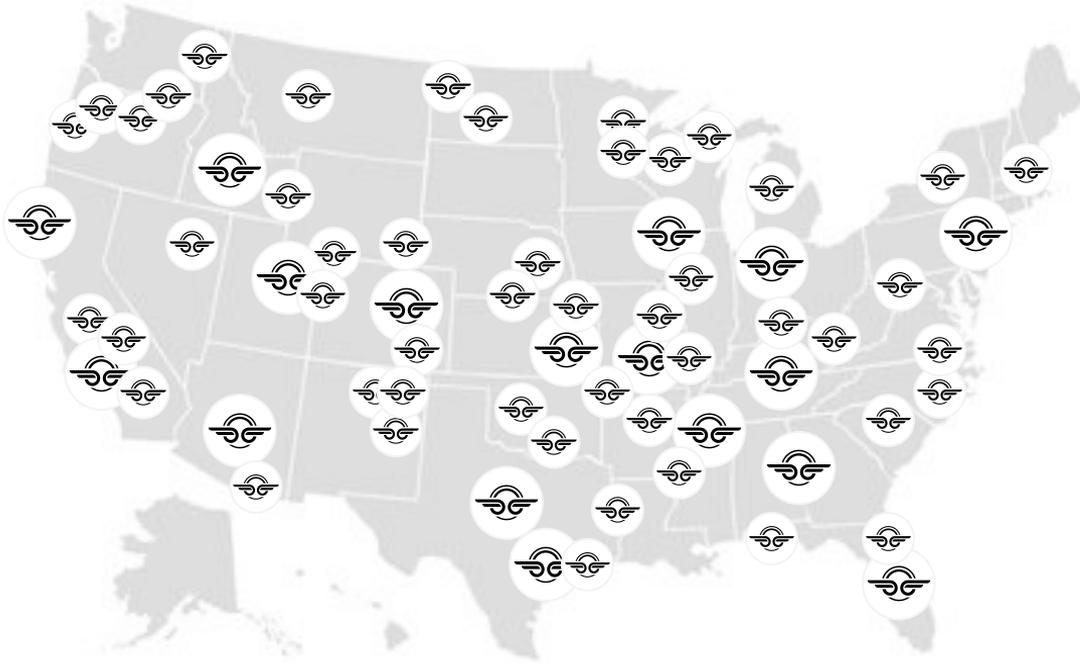
Most-trusted micromobility provider in the country.

BIRD





Cities Big and Small

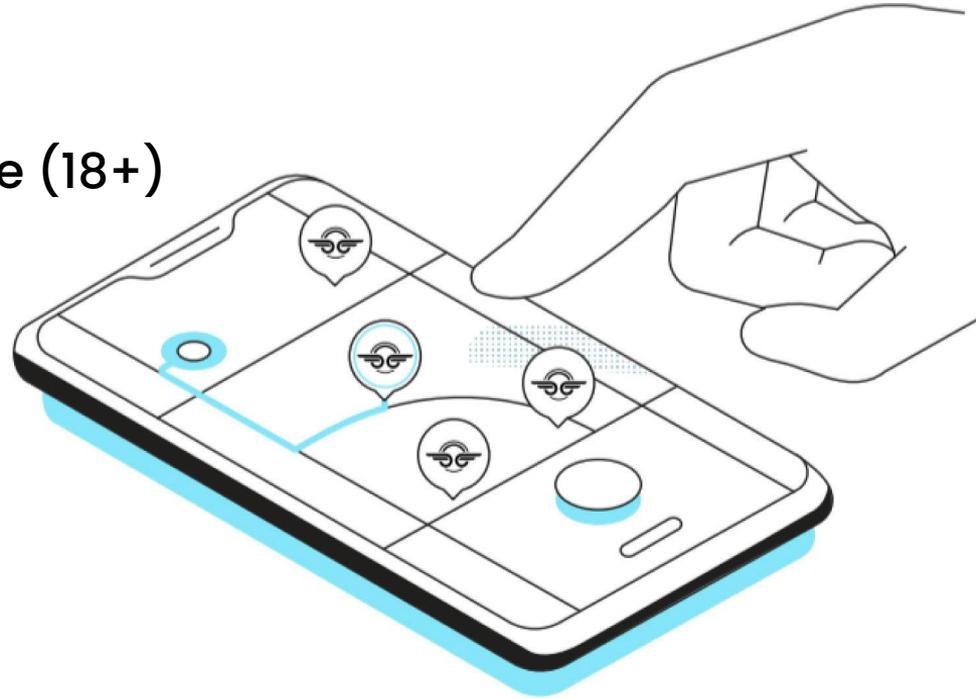


City	Population
Weatherford, OK	11,900
Canyon, TX	15,300
McAlester, OK	18,100
Hays, KS	20,800
Russellville, AR	29,100
Little Elm, TX	45,900
Beaumont, TX	118,500
Little Rock, AR	198,200
Plano, TX	287,400



How it works

1. Download the Bird app
2. Sign user agreement & verify age (18+)
3. Add payment
4. Complete educational tutorials
5. Enjoy the ride!



Pricing

Standard Pricing

\$1 to unlock + per minute fee. = ~\$7/ride.

Equitable Pricing Options

Discounts available to those in government assistance programs, veterans, senior citizens, healthcare workers, students with pell grants, etc.

BIRD





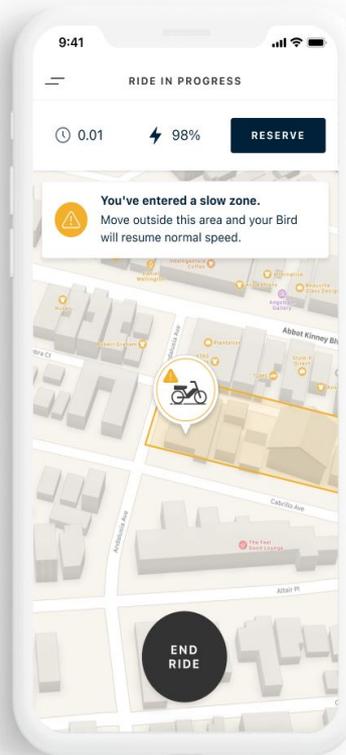
Geo-Zone Technology

All vehicles are tracked with GPS.

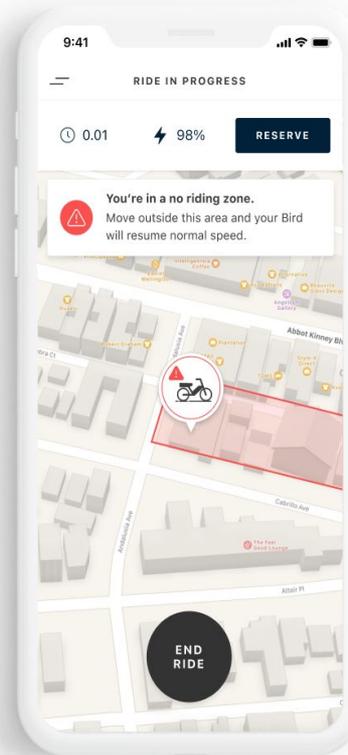
When riders enter a designated geo-zone, vehicles follow set rules.

Vehicles will slow down or stop, and riders are notified by a vehicle sound and an in-app notification.

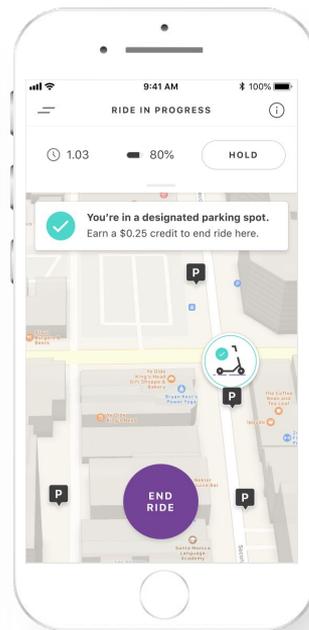
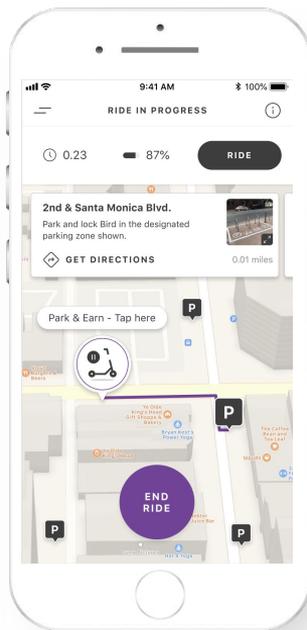
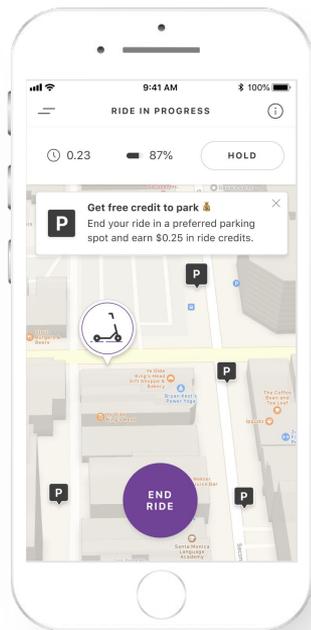
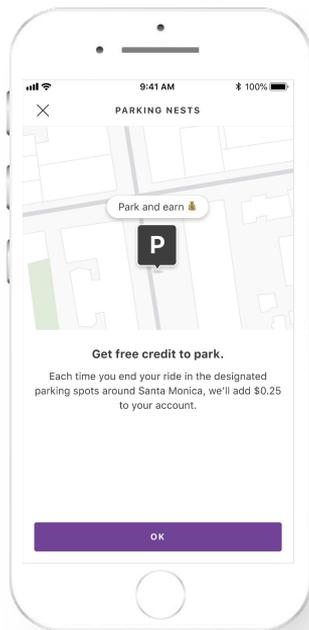
Slow Zone



No-Ride Zone



Recommended Parking



Identify Locations

Direct Riders

Verify Parking

Economic Impact



In 2021,

\$100 million

was spent by Bird riders
at local shops and restaurants!



Supporting Texas Businesses

\$8.4M

BIRD

Contributions to Texas businesses and entrepreneurs since Jan. 2020*



Localized Texas Network

Everett Weiler – Dallas, TX



Director of Operations
Oversees regional operations and strategy

Dominic Ricotta – San Antonio, TX



General Manager
Oversees local market operations, deployment, and regulatory compliance

Esme Chaidez – Austin, TX



Engagement Manager
Oversees fleet operators, maintains KPI health of partners

Camille Sabino – Austin, TX



Operations Associate
Oversees analytics and operational processes to maximize compliance with regulations and efficiency

Texarkana, TX/AR



Fleet Managers
Deploy, rebalance, clean, maintain vehicles, and provide on-the-ground support

Local Market Operations



Local Run Operations

Our Fleet Managers are local contract workers responsible for managing a fleet including charging, repairs, and various performance tasks.

Local Touch:

- ✓ Deep community ties, and local knowledge
- ✓ Fast issue resolution
- ✓ Economic Opportunity
- ✓ Aligned incentives

Back by the Industry Leader:

- ✓ World-class technology & compliance tools
- ✓ Operational know-how
- ✓ Industry's Safest Vehicles



Being a fleet manager has enabled me to take care of my family, and provide employment opportunities in a time where we all need help.

- Chris, Atlanta, GA.



Proposal

- ✓ **No Investment Required**
- ✓ **Dedicated Account Manager**
- ✓ **Free Data Dashboard**
- ✓ **# of Vehicles:** 100-200
- ✓ **Launch Date:** July/August
- ✓ **Approval Documentation:** Pilot Operating Agreement





Thank You





CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance amending Chapter 26, Article II, Sections 26-28 and 26-29, of the *City of Texarkana, Arkansas, Code of Ordinances* to provide for revisions to water and sewer rates. (TWU) Executive Director Gary Smith ***Introduced on July 5, 2022, motion for first reading failed due to lack of second.***

AGENDA DATE: July 18, 2022

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Texarkana Water Utilities

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

REQUEST: Ordinance amending Chapter 26, Article II, Sections 26-28 and 26-29, of the *City of Texarkana, Arkansas, Code of Ordinances* to provide for revisions to water and sewer rates.

EMERGENCY CLAUSE: N/A

SUMMARY: Ordinance amending Chapter 26, Article II, Sections 26-28 and 26-29, of the *City of Texarkana, Arkansas, Code of Ordinances* to provide for revisions to water and sewer rates as per the rate study prepared by NewGen Strategies & Solutions. The last rate study performed for the Utility was in 2001. Since that time services offered by the Utility have expanded, the service area has grown, facilities have aged, and the costs of goods and services have increased.

EXPENSE REQUIRED: See attached rate schedule.

AMOUNT BUDGETED: See attached rate schedule.

**APPROPRIATION
REQUIRED:** See attached rate schedule.

**RECOMMENDED
ACTION:** Texarkana Water Utilities recommends approval.

EXHIBITS: Ordinance, Attachments A-I Rate Schedules

ORDINANCE NO. _____

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

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

WHEREAS, in addition to day-to-day operational expense requirements created by regular operation, growth and expansion of services throughout the years, the increases are also designed to allow for numerous capital improvements and maintenance requirements of both water treatment plants, both waste water treatment plants, the composting operation, and within Texarkana, Arkansas, in particular, the loop of dead end mains, a hydraulic water analysis and master plan, automated metering systems, a new 500,000 gallon ET to replace the Lakewood Standpipe, chlorine conversion project, water system improvements, extension of sewer to unserved structures, installation of new manholes where required, installation of emergency generators at lift stations, hydraulic analysis and sewer master plan, sewer system improvements, Tennessee Road sewer extension, identification and replacement of lead and galvanized water services, operation building, wash bay, building for CCTV van and equipment, an awning over shop doors, repair and seal of shop floors, repair and update of shop offices and roof, replacement of deteriorated water mains, replacement of mains under 6", replacement of 12" with 24" along Loop 245 from Highway 82 to B. Sta., replacement of AC water mains, replacement of a section of 16" main on Sugarhill Road, replacement of a section of 36" main on North Stateline Avenue, improvements to Nix Creek, sewer main replacement or lining of existing manholes,

improvements on Porter Street, a new 12” water line from Boyd Road to Highway 237 past Old Blackman Ferry Road, and the replacement of 2” and 3” with 6” along Dooley Ferry Road; and

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

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

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

Section 2. Treated Water Supply.

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

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

Inside City Limits (Residential)

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

Outside City Limits (Residential)

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

Inside City Limits (Residential Irrigation)

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

Outside City Limits (Residential Irrigation)

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

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

Inside City (Mandeville Water Supply Corporation - Residential)

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

Outside City (Mandeville Water Supply Corporation - Residential)

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

Inside City (Mandeville Water Supply Corporation - Residential Irrigation)

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

Inside City (Union Water Supply Corporation - Residential)

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

Outside City (Union Water Supply Corporation - Residential)

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

Inside City (Union Water Supply Corporation – Residential Irrigation)

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

Outside City (Union Water Supply Corporation - Residential Irrigation)

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

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

(2) The rates and charges for treated commercial water services rendered by the department of water utilities of the City shall be as follows (unless specifically designated below, commercial water services rendered to water connections outside the

City limits shall be at a rate fifty percent (50.00%) higher than the corresponding rate for inside the City limits):

Treated Water Rates for City of Texarkana, Arkansas Commercial Customers

Inside City (Commercial)

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

Outside City (Commercial)

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

Inside City (Commercial Irrigation)

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

Outside City (Commercial Irrigation)

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

Treated Water Rates for Mandeville Service Area Commercial Customers

Inside City (Mandeville Water Supply Corporation - Commercial)

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

Outside City (Mandeville Water Supply Corporation - Commercial)

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

Treated Water Rates for Union Service Area Commercial Customers

Inside City (Union Water Supply Corporation - Commercial)

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

Outside City (Union Water Supply Corporation - Commercial)

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

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

Sewer Rates for City of Texarkana, Arkansas, Residential Customers

Inside City Residential (Excluding Multiple Family Residential)

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

Multiple Family Residential

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

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

Sewer Rates for City of Texarkana, Arkansas Commercial Customers

Inside City Commercial (Excluding Multiple Commercial)

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

Outside City Commercial (Excluding Multiple Commercial)

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

Sewer Rates for City of Texarkana, Arkansas

Multiple Commercial Customers

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

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

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

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

PASSED AND APPROVED this 18th day of July, 2022.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney

Attachment A
Treated Water Rates for
City of Texarkana, Arkansas Residential Customers

Inside City (Residential)

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

Outside City (Residential)

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

Inside City (Residential Irrigation)

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

Outside City (Residential Irrigation)

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

Attachment B
Treated Water Rates for
Mandeville Service Area Residential Customers

Inside City (Mandeville Water Supply Corporation – Residential)

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

Outside City (Mandeville Water Supply Corporation – Residential)

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

Inside City (Mandeville Water Supply Corporation – Residential Irrigation)

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

**Attachment C
Treated Water Rates for
Union Service Area Residential Customers**

Inside City (Union Water Supply Corporation - Residential)

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

Outside City (Union Water Supply Corporation - Residential)

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

Inside City (Union Water Supply Corporation - Residential Irrigation)

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

Outside City (Union Water Supply Corporation - Residential Irrigation)

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

Attachment D
Treated Water Rates for
City of Texarkana, Arkansas Commercial Customers

Inside City (Commercial)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge				
	5/8"	\$14.38	\$16.71	\$18.95	\$19.74
	3/4"	14.38	16.71	18.95	19.74
	1"	18.93	24.93	31.58	32.90
	1 ½"	28.30	44.30	63.17	65.80
	2"	39.26	67.37	101.07	105.28
	3"	75.32	127.31	189.50	197.40
	4"	120.97	209.53	315.83	329.00
	6"	228.25	411.12	631.67	658.00
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 5,000 gallons	3.50	4.07	4.62	4.81
	5,001 – 10,000 gallons	3.50	4.07	4.62	4.81
	>10,000 gallons	3.50	4.07	4.62	4.81

Outside City (Commercial)

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

Inside City (Commercial Irrigation)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge				
	5/8"	\$14.38	\$16.71	\$18.95	\$19.74
	3/4"	14.38	16.71	18.95	19.74
	1"	18.93	24.93	31.58	32.90
	1 ½"	28.30	44.30	63.17	65.80
	2"	39.26	67.37	101.07	105.28
	3"	75.32	127.31	189.50	197.40
	4"	120.97	209.53	315.83	329.00
	6"	228.25	411.12	631.67	658.00
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 5,000 gallons	3.50	4.07	4.62	4.81
	5,001 – 10,000 gallons	3.50	4.07	4.62	4.81
	>10,000 gallons	3.50	4.07	4.62	4.81

Outside City (Commercial Irrigation)

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

**Attachment E
Treated Water Rates for
Mandeville Service Area Commercial Customers**

Inside City (Mandeville Water Supply Corporation – Commercial)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge				
	5/8"	\$14.38	\$16.71	\$18.95	\$19.74
	3/4"	14.38	16.71	18.95	19.74
	1"	18.93	24.93	31.58	32.90
	1 ½"	28.30	44.30	63.17	65.80
	2"	39.26	67.37	101.07	105.28
	3"	75.32	127.31	189.50	197.40
	4"	120.97	209.53	315.83	329.00
	6"	228.25	411.12	631.67	658.00
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 5,000 gallons	3.50	4.07	4.62	4.81
	5,001 – 10,000 gallons	3.50	4.07	4.62	4.81
	>10,000 gallons	3.50	4.07	4.62	4.81

Outside City (Mandeville Water Supply Corporation – Commercial)

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

**Attachment F
Treated Water Rates for
Union Service Area Commercial Customers**

Inside City (Union Water Supply Corporation – Commercial)

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

Outside City (Union Water Supply Corporation – Commercial)

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

**Attachment G
Sewer Rates for
City of Texarkana, Arkansas Residential Customers**

Inside City (Residential – Excluding Multiple Family)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge	\$14.87	\$17.28	\$19.60	\$20.41
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 15,000 gallons	\$5.34	\$6.21	\$7.04	\$7.33
	>15,000 gallons	-	-	-	-

**Attachment H
Sewer Rates for
City of Texarkana, Arkansas Commercial Customers**

Inside City (Commercial – Excluding Multiple)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge	\$14.87	\$17.28	\$19.60	\$20.41
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	> 2,000 gallons	\$6.24	\$7.25	\$8.22	\$8.56

Outside City (Commercial – Excluding Multiple)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge	\$22.30	\$25.92	\$29.39	\$30.62
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	> 2,000 gallons	\$9.35	\$10.87	\$12.33	\$12.84

**Attachment I
Sewer Rates for
City of Texarkana, Arkansas
Multi-Residential and Multi-Commercial Customers**

Multi-Family (Residential)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge	\$13.70	\$15.93	\$18.06	\$18.81
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 15,000 gallons	4.92	5.72	6.49	6.76
	>15,000 gallons	-	-	-	-

Multi-Commercial

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge	\$13.70	\$15.93	\$18.06	\$18.81
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	> 2,000 gallons	5.75	6.68	7.57	7.89