



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Agenda - Monday, November 21, 2022 - 6:00 PM

Call to Order

Roll Call

Invocation given by Mayor Brown

Pledge of Allegiance given by Central Records and Communications Commander Doug Avery

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 regular meeting November 7, 2022. (CCD) City Clerk Heather Soyars

REGULAR

2. Adopt a Resolution to authorize the City Manager to enter into a contract with Stan Excavating Company for the demolition of the Regency House located at 110 E. Broad Street in Ward 2. (PWD) Public Works Director Tyler Richards
3. Adopt a Resolution authorizing the transfer of existing bonds from Cooper Tire & Rubber Company to Good Year Tire & Rubber Company. (ADMIN) Finance Director TyRhonda Henderson
4. Adopt an Ordinance authorizing the City Manager to enter into a service agreement with the Texarkana Chamber of Commerce for support services to include advertising and development of a mobile tour application. (ADMIN) City Manager Jay Ellington

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.

5. Adopt an Ordinance authorizing the City Manager to enter into a service agreement with Main Street Texarkana for support services to include the 2022 Christmas Parade, Broad Street lighting upgrades and landscape enhancements. (ADMIN) City Manager Jay Ellington

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

BOARD OF DIRECTORS' COMMENTARY

CITY MANAGER REPORT

NEXT MEETING DATE: Tuesday, December 6, 2022

ADJOURN

City Calendar

Main Street Christmas Parade - Monday, December 5th - 7PM - 9PM

Celebration of the Feast of Our Lady of Guadalupe - Sunday, December 11th - 12PM - 1PM

Mardi Gras Parade - Saturday, February 18th - 4PM - 6PM

Run the Line - Sunday, February 19th - 7AM - 12:30PM

Texarkana Rec Center Calendar

Ageless Grace - Mondays – 2PM – 3PM

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

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



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Approval of the minutes of the regular meeting November 7, 2022. (CCD) City Clerk Heather Soyars
AGENDA DATE:	November 21, 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.



Regular Meeting of the Board of Directors
City of Texarkana, Arkansas
216 Walnut Street
Minutes - Monday, November 07, 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, Assistant Mayor Ward 3 Steven Hollibush, Ward 4 Director Ulysses Brewer, and Ward 5 Director Barbara Miner.

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

ABSENT: Ward 6 Director Jeff Hart.

Invocation given by Assistant Mayor Hollibush.

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

CITIZEN COMMUNICATION

Director Miner said litter was bad in the community and urged citizens to help pick it up. She asked if the Texarkana Gazette would not fold the Sunday's paper like they did. Director Miner mentioned she served on the Board for eight years and these would be her final few Board meetings.

Director Harris read the proclamation from Governor Asa Hutchinson, declaring November 2022, as Business and Industry Appreciation Month in Arkansas.

PROCLAMATION(S)

1. Proclamation declaring November 26, 2022, as Small Business Saturday. (ADMIN)

PRESENTATION(S)

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

Thomas Durham	TWU	5 years
James Whisenhunt, III	TWU	10 years
Justicia Magsalay	TAPD	5 years
Landon Loe	TAPD	5 years
Thomas West	TAPD	15 years

Larry Cook	TAFD	15 years
Jason Carroll	TAFD	20 years
Michael McKee	TAFD	20 years
Brian Irvin	TAFD	20 years
Jim Wall	TAFD	20 years
Vincent Johnson	TAFD	30 years

3. Presentation by the Texarkana Regional Airport. (AIRPORT) Airport Director Paul Mehrlich

CONSENT

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

4. Approval of the minutes of the regular meeting October 17, 2022. (CCD) City Clerk Heather Soyars
5. Resolution No. 2022-65 approved the reimbursement of \$38,100.00 to the Texarkana Regional Airport from American Rescue Act Funds. (FIN) Finance Director TyRhonda Henderson

REGULAR

6. ***THIS ITEM WAS TABLED ON THE PREVIOUS MEETING, OCTOBER 17, 2022***

Adopt a Resolution requesting the Miller County Quorum Court to increase the County Road levy to the maximum 3.0 mills. (ADMIN) City Manager E. Jay Ellington

After a brief discussion, the motion to table the resolution indefinitely made by Director Roberts, Seconded by Assistant Mayor Hollibush.

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

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

7. Resolution No. 2022-66 authorized the City Manager to seek proposals for Amendment 78 financing for capital improvements for the Front Street Plaza project and to amend the FY2022 General Fund Budget to increase funding amount and associated allocation. (FIN) Finance Director TyRhonda Henderson

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

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

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

8. Resolution No. 2022-67 renewed the agreement with Gabriel, Roeder, Smith & Company for actuarial services for the Texarkana Arkansas Public Employee Retirement System (TAPERS). (FIN) Finance Director TyRhonda Henderson

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

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

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

9. Resolution No. 2022-68 authorized the City Manager to enter into an Industry Track Agreement with Union Pacific Railroad and an Agreement and Consent to Joint Use of Track with Cooper Tire. (ADMIN) City Manager Jay Ellington

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

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

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

10. Ordinance No. 31-2022 rezoned two tracts of land located in Ward 3 in the 5800 block of East 9th Street from R-1 Rural residential to A-1 Mixed use rural zoning in order to build garage/shop (Smith). (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 Assistant Mayor Hollibush, Seconded by Director Roberts.

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

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 Brewer, Seconded by Director Roberts.

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

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 Brewer, Seconded by Assistant Mayor Hollibush.

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

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

Motion to adopt the ordinance made by Assistant Mayor Hollibush, Seconded by Director Miner.

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, Assistant Mayor Hollibush, Director Brewer, and Director Miner.

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

11. Ordinance No. 32-2022 rezoned a quarter section of land located in Ward 3 in the 5100 block of Old Post Road from R-1 Rural residential to M-2 General manufacturing that would allow a one-year conditional use permit for batch concrete/asphalt mixing to occur up to 180 days of the permitted time in order to provide materials for renovations at the Texarkana Airport. (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 Roberts, Seconded by Assistant Mayor Hollibush.

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

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

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

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

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

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

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

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 Assistant Mayor Hollibush.

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, Assistant Mayor Hollibush, Director Brewer, and Director Miner.

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

BOARD OF DIRECTORS' COMMENTARY

Director Roberts wanted to give a notice regarding the Christmas Parade to the shops downtown in case they wanted to stay open during that time for extra business.

Director Harris asked why it took so long to mow the grass he had requested several months ago. He said he noticed there were several electric lines being cut around town, but not in the area he wanted them to be cut. Director Harris said he requested a FOIA about concrete the other day and he wondered why his request for sidewalks on Pinehurst Street, had not been done. He asked that the City go to the Iron Mountain and Sandflat centers to get input on the Community Development

Block Grant Funding money. Director Harris asked what the City could do about starting a housing program for senior citizens.

Director Roberts said the SWEPCO representative told him that circuit 6570 was the 7th worst performing circuit they had, and it was due to overgrown trees and lines. He said there were over 350 citizens from Ward 1 on this circuit and he had been working with SWEPCO for over a year trying to fix the problem. Director Roberts said the last time the trees were trimmed was 26 years ago and SWEPCO was working on cutting the overgrown trees.

Assistant Mayor Hollibush said there was a new pavilion built at the Iron Mountain Center and this past Saturday, they held a ribbon cutting for it. He said he had worked with a group of people to bring back the Mardi Gras Parade and it was scheduled for February 18, 2023.

CITY MANAGER REPORT

City Manager E. Jay Ellington gave the following report:

- He said there would be service based contracts brought before the Board for REDI, Chamber of Commerce, MainStreet, Crossties, and 1894.
- He said Finance Director TyRhonda Henderson should have the budget workbooks out to each Board member by November 23, 2022. And he would like to schedule budget workshops for November 28 and 29, 2022.
- He said each Board member had received the LifeNet report from the new Chief Executive Officer Dave Snavley. And if the Board wanted him to come and give a presentation, he would set it up.
- The Christmas Parade would be December 5, 2022.
- He said on November 21, 2022, at 5:00PM there would be a Solid Waste Committee Meeting.
- He congratulated TyRhonda Henderson on her win with Arkansas Business.

NEXT MEETING DATE: Monday, November 21, 2022

ADJOURN

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

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

The motion carried 6-0 and the meeting adjourned at 7:28 PM.

APPROVED this the 21st day of November 2022.

Allen L. Brown, Mayor

Heather Soyars, City Clerk



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution to authorize the City Manager to enter into a contract with Stan Excavating Company for the demolition of the Regency House located at 110 E. Broad Street in Ward 2. (PWD) Public Works Director Tyler Richards

AGENDA DATE: November 21, 2022

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Public Works

PREPARED BY: Tyler Richards

REQUEST: Resolution to authorize the City Manager to enter into a contract with Stan Excavating Company for the demolition of the Regency House located at 110 E. Broad Street in Ward 2.

EMERGENCY CLAUSE: N/A

SUMMARY: This resolution authorizes the City Manager to enter into a contract with Stan Excavating Company to demolish the Regency House located at 110 E. Broad Street. This partially demolished three-story structure is framed with steel and lumber with brick veneer. One bid was received from Stan Excavating Company, Texarkana, Texas. This project is budgeted.

EXPENSE REQUIRED: \$450,000

AMOUNT BUDGETED: \$300,000

**APPROPRIATION
REQUIRED:** \$150,000

**RECOMMENDED
ACTION:** The City Manager recommends Board approval.

EXHIBITS: Resolution and Bid Sheet.

RESOLUTION NO. _____

WHEREAS, after advertisement, one bid in the amount of \$450,000.00 was submitted by Stan Excavating Company, for the demolition of the Regency House located at 110 E. Broad Street; and

WHEREAS, \$300,000.00 is budgeted for such expense and, thus, an appropriation of \$150,000.00 is required; and

WHEREAS, the City Manager and staff recommend approval; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is hereby authorized to enter into a contract with Stan Excavating Company, for the purposes and in the amount set forth above, and further the FY2022 Budget is amended for the corresponding appropriation and expense.

PASSED AND APPROVED this 21st day of November, 2022.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney

PROJECT (W.O.) NO. WO#: PW-2020-001

PROPOSAL, SPECIAL PROVISIONS

CONTRACT AND BOND FORMS FOR:

Regency House Demolition



Note: All interested Contractors must attend the pre-bidder's meeting, set for Tuesday, March 31, 2020 at 2:00 PM at the city of Texarkana Public Works Offices in City Hall at 216 Walnut Street, Texarkana, Arkansas 71854 to discuss work under this item. The City of Texarkana will not accept bids from bidders who fail to attend the pre-bidder's meeting.

CITY OF TEXARKANA

TEXARKANA, AR 71854

February 2020

Engineer's Seal, Signature, and Date

CITY OF TEXARKANA

ADVERTISEMENT FOR BIDS

Regency House Demolition, WO#: PW-2020-001

Sealed Bids will be received at the Office of Public Works Director, City Hall, 216 Walnut Street, City of Texarkana, Arkansas 71854 until 2:00 PM on Wednesday November 16, 2022, and then publicly opened and read for furnishing all labor, material, equipment and performing all work required for the Regency House Demolition, consisting of demolition of a partially demolished three-story steel and lumber framed, brick veneer structures at 110 E. Broad St. in Texarkana, Arkansas.

Specifications may be obtained from the Office of the Public Works Director, City Hall, 216 Walnut Street, Texarkana, Arkansas 71854 on or after 8:00 AM on Monday, March 16, 2020. For more information, please call Tyler Richards, P.E., Public Works Director at (870) 779-4971.

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(Revised June 2019)

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SECTION 1

NOTICE TO BIDDERS

Sealed bids addressed to the Public Works Director of Texarkana, Arkansas, Tyler Richards, P.E., , will be received at the office of Public Works, City Hall, 216 Walnut Street, Texarkana, Arkansas 71854, until 2:00 PM, Wednesday, November 16, 2022 and then publicly opened and read, for furnishing all labor, material, and equipment required for the: Regency House Demolition. Bid related information shall be documented on the blank form(s) of the proposal as furnished with the Project Name, W.O.#, and date of bid opening clearly documented on the upper left-hand corner.

All proposals shall be accompanied by a cashier's check or certified check drafted upon a national or state bank in the amount of five (5) percent of the total maximum bid price, payable without recourse to the Owner, or a bid bond in the same amount from a reliable surety company as a guarantee that the bidder will enter into a contract and execute a payment and performance bonds within ten (10) days after award of contract. Bids without check or bid bond will not be considered.

The OWNER will attempt to award the Contract within 90 days after the opening of proposals. The award, if made, shall be subject to the City of Texarkana, Arkansas Board of Directors; but in no case shall the award be made until after investigations are made as the responsibility of the bidder to whom it is proposed to award the Contract. If awarded the Contract, the bidder shall execute the Contract and furnish the required bonds and evidence of insurance within 10 days after receipt of the awarded Contract.

All bidders shall comply with the Arkansas State Licensing Law for Commercial Contractors Act 150 of 1965, Act 162 of 1987 (as amended). Contractor must be licensed in Asbestos Removal or provide a licensed Asbestos Removal sub-contractor. Failure to comply shall result in bid rejection. The successful bidder shall be required to furnish evidence of registration with the State Department of Finance and Administration in compliance with Act 125 of 1965 prior to being awarded the project and all applicable licenses.

All bid securities will be returned to the respective bidders within thirty (30) days after the bids are opened, except those which the OWNER elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including security of the successful bidder, will be returned within fifteen (15) days.

The successful bidder shall furnish a Performance Bond and Payment Bond, on the forms which are attached hereto, in the amount of 100% of the contract price from an approved surety company holding a permit from the State of Arkansas to act as surety (and acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States) or other surety or sureties acceptable to the OWNER. Contractor shall also supply the city with proof of insurance requirements.

The right is reserved, as the interest of the OWNER may require, to reject any and all bids and to waive all formalities in bids received.

Bidders may be disqualified, and their proposals not considered for any of the following specific reasons:

- (1) reasonable belief that collusion exists among the bidders;
- (2) reasonable belief that any bidder is interested in more than one proposal for the work contemplated;
- (3) the bidder having a history of filing frequent, excessive and merit less claims, or fraudulent claims, against the OWNER, or against other contractors on a project of the OWNER;
- (4) the bidder having withdrawn a previous bid after the bid was opened, or the bidder failing to enter into a Contract after submitting a bid;
- (5) the bidder or its surety having defaulted on a previous Contract, or the bidder performing poorly on a previous Contract;
- (6) lack of competency, skill, judgment, financial capability, integrity, reputation, reliability or responsibility to perform the work as revealed by the bid proposal, bid questionnaires, financial statement, performance history or other relevant information obtained by the OWNER;
- (7) uncompleted work which in the judgment of the OWNER shall prevent or hinder the prompt completion of additional work if awarded;
- (8) failure of the bidder to submit a bid bond, or submission of a cashier's check drawn on a state or national bank not located in the OWNER'S JURISDICTIONAL area; or
- (9) unbalanced value of any bid items;
- (10) the bidder, its supervisors, or its subcontractors having an unacceptable safety record;
- (11) the bidder, its supervisors, or its subcontractors having misrepresented information in the bid documents including the Bidder's Qualifications or the bidder, its supervisors, or its subcontractors having misrepresented any information on this or past dealings with the owner.

Bidders should carefully examine the specifications, and other documents; visit the work site; fully inform themselves as to all conditions and matters that can in any way affect the work or the costs thereof. Should a bidder find discrepancies or omissions from the specifications or any other documents or should be in doubt as to the meaning, the bidder should immediately notify the ENGINEER and obtain clarification prior to submitting any bid.

Specifications and bidding documents may be secured from the office of the Public Works Director, City Hall at 216 Walnut Street, Texarkana, Arkansas 71854.

SPECIAL NOTES:

1. **Bidder Qualification Statement:** The “Bidder Qualification Statement” shall be submitted with this Bid (See Section 4).
2. **Prior to beginning construction, the successful BIDDER shall:**
 - Submit a Construction Schedule.
 - Provide a Barricade Plan two weeks prior to beginning construction.
 - Submit Site Specific Safety plans.
 - Provide a 24-hour emergency telephone contact.
3. **Within ten (10) working days following the Board of Directors’ Award of the Contract:**
 - The Contractor shall execute all Bid Documents, Applicable Bonds, Certificate of Insurance (Certificate of Insurance in favor of the OWNER with a thirty (30) day notice of cancellation, **naming the “City of Texarkana” as an additional insured** and showing that the CONTRACTOR has the coverage required herein. **All coverage shall include a waiver of subrogation clause in favor of the Owner.** The CONTRACTOR shall also file with the OWNER valid Certificates of Insurance covering all sub-contractors.), and Worker Compensation Insurance.
 - Attend a pre-construction meeting with Full Time Superintendent for the contractor present.
 - The CONTRACTOR shall sign the necessary agreements entering into the required Contract with the OWNER. No Contract shall be binding on the OWNER until all authorized signatures required by law have been affixed and the executed Contract delivered to the CONTRACTOR.
 - Failure to Execute: The failure of the CONTRACTOR to execute the Contract or provide the required statutory surety bonds within 10 business days after the Contract is awarded shall constitute a breach of its proposal and the OWNER may annul the award and retain the proceeds of the bid security. The contract may be terminated by the OWNER for any good cause or causes, among others of which special reference is made to the items listed in the Special Notes of the Notice to Bidders and in Section 9-7.01 Abandonment by CONTRACTOR. In the event the OWNER should readvertise for bids, the defaulting CONTRACTOR may not be eligible to bid.
 - Upon OWNER receipt of the executed Contract and the required insurance and surety bonds, a notice to proceed shall be issued by the OWNER indicating the date upon which the Contract time shall start and the projected date of completion. The CONTRACTOR shall commence work within 10 days from the date specified in the written Notice to Proceed. No work shall commence before the notice to proceed has been issued.
4. A **Mandatory** Pre-Bid Meeting is scheduled for 2:00 PM on Tuesday, March 31, 2020 at the Public Works Offices in City Hall, 216 Walnut Street, Texarkana, Arkansas 71854.

5. The CONTRACTOR will not be allowed to work on the following holidays:
 1. January 1
 2. Martin Luther King Day
 3. Good Friday
 4. Memorial Day
 5. July 4
 6. Labor Day
 7. Thanksgiving and the day after
 8. Christmas Eve
 9. Christmas Day
 10. New Years Eve

6. Alteration of a sealed document without proper notification of the responsible Engineer is an offense under the Arkansas Engineering Practice Act.

SECTION 2

Prevailing Wage Rates (Not Applicable)

SECTION 3

PROPOSAL TO CITY OF TEXARKANA, ARKANSAS (OWNER)

For Regency House Demolition

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the bidder has carefully examined the form of contract, notice to contractors, specifications, and the plans therein referred to; that the bidder has carefully examined the locations, conditions, and classes of materials of the proposed work, apparatus, and other items incidental to construction; and that the bidder will do all work and furnish all materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the ENGINEER as therein set forth.

It is understood that the quantities of work to be performed at unit prices are approximate and are intended principally to serve as a guide in evaluating bids.

The OWNER reserves the right to make changes in the quantities of the work, as may be considered necessary or desirable, and such changes shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. The CONTRACTOR shall perform the work as altered, whether increased or decreased, and no allowances shall be made for anticipated profits.

It is further agreed that the quantities of work to be performed at unit prices; or materials to be furnished, may be increased or decreased as deemed necessary by the ENGINEER to fully complete the work as planned. The OWNER reserves the right to increase or decrease the amount of work to be performed by an amount not to exceed twenty-five (25) percent of the original bid. In the event the increase pertains to items not in the original bid, the CONTRACTOR shall submit a bid in writing for the ENGINEER'S review.

It is further agreed that lump sum prices for individual bid items may be increased to cover additional work ordered by the ENGINEER but not required by the specifications, in accordance with the provision of the general conditions. Similarly, they may be decreased to cover deletion of work so ordered.

The OWNER reserves the right to decrease the work under this contract. Payment to the CONTRACTOR for the contract items shall be made for the actual quantities of work performed and material furnished at the unit prices set forth in the contract, except as provided below.

In the event the twenty-five (25%) percent increase or decrease in quantity of work or material under any major bid item is exceeded, either party to the contract, upon demand, shall be entitled to negotiate for revised consideration of the exceeded portion.

Any revised consideration shall be paid for as is hereinafter provided under Section 9, Item 6.04 of the General Conditions of Agreement. The foregoing notwithstanding, the total original Contract amount shall not be increased more than twenty-five (25%) percent. The CONTRACTOR, by submission of a bid and execution of the Contract, is deemed to consent to the OWNER'S right to reduce the total by up to 25% of the original Contract. A final reconciliation accounting shall be performed to reflect the final quantities and total dollars for the subject project.

Accompanying this proposal is a bidder's bond on a form supplied by the OWNER, a certified check, or a cashier's check payable to the OWNER in the amount of (5% of amount of Bid dollars) (Written Amount) twenty two thousand five hundred and no/100 (\$ 22,500.00). The bid security accompanying this proposal shall be returned to the bidder unless the bidder fails to execute the contract and obtain a Performance bond within fifteen (15) days of contract award by the owner. In such case, the bid security shall become the property of the OWNER and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure by the bidder. It is understood that the OWNER reserves the right to reject any and all bids.

PREPARATION OF PROPOSAL: The bidder shall submit the proposal on forms furnished by the City. The bidder shall fill in the blanks for the "Unit Price" and the "Extended Price" written in ink or by computer printer in numerals. Such prices shall be distinctly legible and the "Unit Price" shall govern. The bidder shall state on the Proposal Summary; **Total and Grand Total** prices, written in ink both in numerals and words, for which he proposes to do the work contemplated or furnish the materials required. In case of discrepancies between prices written in words and numerical prices, **the numerical price shall govern**. If an individual submits the proposal, the individual or a duly authorized agent must sign the proposal. If a firm, association, or partnership submits the proposal, the name and address of each principal or member must be given. If a company or a corporation submits the proposal, the company or corporate name and business address must be given and the proposal signed by an official or duly authorized agent. Powers of Attorney authorizing agents or others to sign proposals must be properly certified and must be in writing and submitted with the proposal.

COMPUTER-GENERATED PROPOSAL USE: Computer-generated pages of the proposal may be used in lieu of the proposal form in this section. This option is provided for the convenience of the Bidder.

The computer-generated pages shall be on 8 ½ inches x 11 inches sheets as prescribed on the Excel format provided by the City of Texarkana. The form shall be obtained from the City by requesting it from the Public Works Director by email at Tyler.Richards@txkusa.org. The computer generated proposal shall be in this format.

The use by the bidder of computer-generated proposal pages is an option for the convenience of the bidder, and shall not contain added wording intended to modify or amend the wording in the City's form bid proposal, or the provisions of the Contract Documents, including the Details, Specifications, or Special Provisions. All bid items, bid amounts (unit bids and extended totals), subtotals, total amounts for each schedule, and the bid schedule summary page (with the total amount for each schedule and for all schedules) must be submitted, and the risk of error, omission, or failure to include each in accordance with, and matching, the City's final published proposal form shall be borne solely by the bidder; and in the event of error, omission, or failure, the bid shall be declared non-responsive. Bidders are, therefore, strongly advised to check with the City of Texarkana, Public Works, to ascertain that the bidder has the correct and final published proposal form and all addenda affecting same. The prices in the proposal shall be full compensation for all materials, labor, equipment, testing, and incidental items required to complete the project ready for use. The costs of all material, labor, equipment, and incidental work required to complete the project ready for use must be included in the unit prices for the bid items provided in the proposal, and no direct compensation will be made for any other work.

The bidder shall provide the certification on the computer-generated proposal; otherwise, the bid will be considered non-responsive and rejected.

Bid Tabulation:

Bid tabulations may be obtained by requesting and email copy to Tyler.Richards@txkusa.org 48 hours after the bid letting date.

Bid Form
Regency House Demolition
W.O.#: PW-2020-001

Owner: City of Texarkana, Arkansas
 Bid DATE: Wednesday, Nov 16, 2022 at 2:00 PM

NO.	DESCRIPTION	QUANTITY	UNIT	Bid Amount
1	Demolition of 110 E. Broad St.	1.0	LS	\$ 450,000. ⁰⁰
	Total Base Bid Amount			\$ 450,000. ⁰⁰

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Signed: *[Signature]*
 Printed Name: Daniel Hargood
 Title: PM

Bidder's Business Address: 699 Hawthorne Oaks
Texarkana, TX 75503
 Phone No / Fax Number: 1

Date Submitted: 11-16-22

E-mail address: daniel@stanexcavating.com
 Federal Identification No. 26-4727332

NOTES:

1. The successful Bidder will be required to hold his Bid Prices for a period of ninety (90) days. All taxes shall be included in the various amounts on the proposal form. The Bidder shall submit a breakdown between labor and material costs, as set up in the Proposal [Section 3].

NOTE: The City does **NOT** qualify for exemption from State and Local Sales Tax.

2. Bidder is required to submit bids for all Sections of the Project for his/her bid to be considered.

The Bidder is cautioned that the State Law regarding taxes for Capital Improvement Projects is his responsibility. The CONTRACTOR shall be responsible for obtaining the latest information from the State Comptroller's Office and bid accordingly.

The CONTRACTOR shall agree to the number of calendar days specified, submit the Bidders Qualification Statement, a Bid Bond with the completed Bid Items, including all bids, and all addenda in the bid documents; otherwise the bid will be considered non-responsive and will be rejected. The CONTRACTOR shall provide the OWNER with a signed contract to include all the specified bonds and insurance, within ten (10) working - days following the Board of Directors award date.

If the CONTRACTOR is required to perform any additional work above the original approved contract, the CONTRACTOR may request, in writing, additional calendar days for the completion of the extra work. Hence, all additional calendar day requests shall be submitted in writing. Review of such request shall be provided under **Section 9, Item 4.02 (Extension of Time)**. In the event of the award of the contract to the undersigned, the undersigned will furnish a performance bond for the full amount of contract to secure proper compliance with the terms and provisions of the contract and to insure and to guarantee the work until final completion and acceptance and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. The proposed work shall be accepted when fully completed and finished in accordance with the specifications to the satisfaction of the ENGINEER.

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

Receipt is hereby acknowledged of the following addenda to the contract documents. Bid Item Changes in Addenda shall also be reflected in an updated Computer Generated Proposal available for Download with each Addendum issued.

Addendum No. 1 Dated _____ Received _____

Addendum No. 2 Dated _____ Received _____

Addendum No. 3 Dated _____ Received _____

Addendum No. 4 Dated _____ Received _____

Addendum No. 5 Dated _____ Received _____

Addendum No. 6 Dated _____ Received _____

Printed Name David Heyward

Signed 

By PM Title

Address 699 Heritage Oaks ~~Tr~~

City Texasboro State TX Zip Code 75503

(903)
Phone Number

SECTION 4

ALL BIDDERS ARE NOTIFIED THAT THE FOLLOWING QUALIFICATION STATEMENT MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL

CONTRACTOR'S QUALIFICATIONS

The Contractor shall show that he has experience with similar projects that require working in confined areas in close proximity to many physical features which will require the Contractor to plan his work efforts and equipment needs with these limitations in mind. The Contractor shall submit a complete list of ALL Municipal and Similar Non-Municipal current and completed projects for the past three (3) years for review. This list shall include the names of supervisors and type of equipment used to perform this work.

BIDDERS QUALIFICATION STATEMENT

Project and W.O. #: Regency House Demolition

Contractor: Stam Excavating Co.

Indicate One: Sole Proprietor Partnership LLC Other
 Corporation Joint Venture

Name: Patty Hamilton Partner: James Naples

Title: Pres Title: VP

Address: 699 Heritage Oaks Address: 699 Heritage Oaks

City: Treanhn, TX 75503 City: Treanhn

State & Zip: Texas 75503 State & Zip: Texas 75503

Phone: 903-278-7918 Phone: 903-278-2948

State and Date of Incorporation, Partnership, Ownership, Etc. Texas 4-2009

Location of Principal Office: 699 Heritage Oaks Treanhn, TX 75503

Contact and Phone at Principal Office: 903-748-8732

Liability Insurance Provider and Limits of Coverage: Meadows, Adams and Lee

Workers Compensation Insurance Provider: Same

Surety (Performance and Payment): Surety

Address: 5741 Legacy Dr #210

Contact and Phone: Morris Plagens 972-265-8316

Superintendent and Backup Superintendent: (Work Resume - attach additional sheets.) (Safety Record – attached additional sheets; if needed show all verified safety violations.) The superintendent shall be able to communicate in English and not operate any equipment and have not had any verified job safety violations in the past five years. Any variations shall be reviewed by the OWNER for approval or denial. A job site shall be shut down if proper supervision is not provided.

Superintendent Name

Backup Superintendent Name

David Heywood

Safety Record – List ALL Verified Violations for Superintendent and Backup Superintendent with explanation, date and action taken to correct future safety violations:

Superintendent

No violations

Backup Superintendent

Total Number of Employees to be Associated with this Job: 10

Managerial _____ Administrative 1 Professional _____

Skilled 3 Semi-Skilled 6 Other _____

Percentage of work to be done by Bidder's Employees (Based on Dollars Bid): 90%

Type(s) of work to be done by Bidder's Employees (examples: concrete paving, structural concrete, waterlines, sanitary sewer lines, storm pipe, storm inlets, excavation, lime, bridge fencing, etc.)

Dump Truck Drivers, Heavy equipment operator

Access to Tools and Equipment: Percent Owned 100% Percent Rented _____

Number of Years in Business as a Contractor on Above Types of Works: 13

Type(s) of Work to be done by Sub-Contractors

Include Name, Address, and Phone Number of Sub-Contractor.

Use additional sheets if needed.

Type of Work

Sub-Contractor

Concrete Paving

Phase one

List Equipment to be used on this project (Make/Model/Age of Major Equipment) Any Equipment not listed shall be reviewed by the OWNER for approval or rejection prior to use of Equipment on this project. (Use additional sheets if necessary)

Type of Equipment	Make	Model	Age (years)
<u>240 Excavator</u>	<u>2400</u>		<u>8</u>
<u>Dump Truck</u>	<u>Mack</u>	<u>713</u>	<u>10 4</u>
<u>Dump Truck</u>	<u>Mack</u>	<u>713</u>	<u>4</u>
<u>Dump Truck</u>	<u>Mack</u>	<u>Grant</u>	<u>10</u>
<u>Dump Truck</u>	<u>Mack</u>	<u>Grant</u>	<u>10</u>
<u>Skid steer</u>	<u>SLB</u>	<u>6040</u>	<u>3</u>
<u>Man lift</u>	<u>SLB</u>	<u>80</u>	<u>2</u>

List of ALL Municipal and Similar Non-Municipal current and completed projects for the past three (3) years. (Use additional sheets if necessary.)

1. Project: Texanlar Alamu

Current Status: Still in Progress

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: Heavy Excavation

Owner/Agency: TCI

Year Built: 2021 Contract Price: 1,500,000.00

Contact Person: _____ Phone: _____

2. Project: Flea Market Demo

Current Status: Finished

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:

Project Description: Demo Building

Owner/Agency: James Naples

Year Built: 1953 Contract Price: 300,000.00

Contact Person: James Naples Phone: 903-278-2948

3. Project: Texarkana College Demo Mod units.

Current Status: Finished

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: Demo Building

Owner/Agency: Texarkana College

Year Built: N/A Contract Price: 400,000.00

Contact Person: Kyle Davis Phone: 903-276-3630

4. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

5. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

6. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

7. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

8. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

9. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

10. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

Trade references (List Company, Address, Contact Person, and Phone):

Bank References (List Institution, Address, Contact Person, and Phone)

Dave White Farmers Bank

Claims and Suits (if the answer to any of the following questions is yes, please attached details):

- 1. Has your organization ever failed to complete any work awarded to it? NO
- 2. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers? NO
- 3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? NO
- 4. Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? NO

I, David Hugood, being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Date this 16 day of November, 2022.

Name of Organization: Star Excavating

By: David Hugood

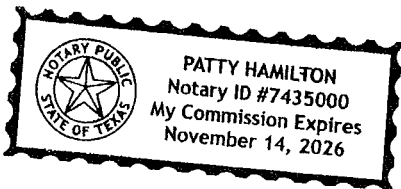
Title: PM

STATE OF ARKANSAS

COUNTY OF MILLER

BEFORE ME the undersigned authority, on this day personally appeared David Hugood, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of Nov. 2022.



Patty Hamilton
 Notary Public in and for Bowie County, ~~Arkansas~~ Texas



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Adopt a Resolution authorizing the transfer of existing bonds from Cooper Tire & Rubber Company to Good Year Tire & Rubber Company. (ADMIN) Finance Director TyRhonda Henderson
AGENDA DATE:	November 21, 2022
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
DEPARTMENT:	Finance Department
PREPARED BY:	TyRhonda Henderson, Finance Director

REQUEST:	Transfer existing bonds from Cooper Tire & Rubber to Good Year Tire & Rubber Company.
EMERGENCY CLAUSE:	N/A

SUMMARY:	Adopt a Resolution authorizing the transfer of existing bonds from Cooper Tire & Rubber Company to Good Year Tire & Rubber Company
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EXPENSE REQUIRED:	\$0
AMOUNT BUDGETED:	\$0
APPROPRIATION REQUIRED:	\$0

RECOMMENDED ACTION:	Approval recommended by City Manager and City Staff
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EXHIBITS:	Resolution and bond documents
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RESOLUTION NO. _____

WHEREAS, pursuant to Ordinance No. L-364, and Ordinance No. 24-2017, the City of Texarkana, Arkansas, (the “City”) authorized and directed the Mayor and the City Clerk, on behalf of the City, to enter into and perform all of the City’s obligations as Issuer under those certain Indentures, dated as of November 1, 2010, and November 1, 2017, respectively (the “Indentures”) between the City and U.S. Bank National Association, St. Paul, Minnesota, as Trustee (the “Trustee”) The Indentures were entered into in connection with those certain revenue bonds issued by the City to Cooper Tire & Rubber Company, a Delaware corporation (“Cooper”) to finance the costs of acquiring, constructing, and equipping an industrial plant located in the City (the “Original Bonds”); and

WHEREAS, as part of a corporate restructuring, Cooper will transfer the Original Bonds to its parent company, The Goodyear Tire & Rubber Company, an Ohio corporation (“Goodyear”); and

WHEREAS, Section 210 of each of the Indentures authorizes Cooper to transfer the Original Bonds by surrendering the Original Bonds to the Trustee and, in connection with such event, requires the Mayor and the City Clerk to execute replacement bonds, on behalf of the City, in the name of the transferee Goodyear; and

WHEREAS, the Board of Directors have been advised that Cooper has surrendered the Original Bonds to the Trustee; and

WHEREAS, the Board of Directors have been presented with the form of the replacement bonds to be effective as of November 25, 2022, at 12:00:01 A.M. E.S.T. (the “Replacement Bonds”) which Replacement Bonds are substantially in the same form as the Original Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Texarkana, Arkansas, that the Mayor and the City Clerk are directed to execute the Replacement Bonds and deliver the same to the Trustee for authentication as required by the Indentures.

PASSED AND APPROVED this 21st day of November, 2022.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney

No. R-2

\$250,000,000

UNITED STATES OF AMERICA
STATE OF ARKANSAS
CITY OF TEXARKANA, ARKANSAS
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(COOPER TIRE & RUBBER COMPANY PROJECT)
SERIES 2017

Date of Bond: November 25, 2022

Maturity Date: November 1, 2047

Interest Rate: 5% per annum

Registered Owner: THE GOODYEAR TIRE & RUBBER COMPANY

Principal Amount: TWO HUNDRED FIFTY MILLION DOLLARS
(or the total principal amount outstanding as reflected by the
Record of Advances and Principal Payments attached hereto)

KNOW ALL MEN BY THESE PRESENTS:

That the City of Texarkana, Arkansas, a municipality organized and existing under the laws of the State of Arkansas (the "Issuer"), for value received, promises to pay to the registered owner shown above, or registered assigns, but solely from the source and in the manner hereinafter set forth, the principal amount shown above and in like manner to pay interest on said amount from the date hereof shown above until payment of such principal amount has been made or duly provided for, at the rate per annum shown above, semiannually on May 1 and November 1 of each year commencing on May 1, 2018, except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto. The principal of this Bond is payable in lawful money of the United States of America upon the presentation and surrender hereof at the principal corporate trust office of U.S. Bank Trust Company, National Association, St. Paul, Minnesota, successor in interest to U.S. Bank National Association, or its successor or successors, as Trustee (the "Trustee"), and interest on this Bond is payable in like money to the registered owner hereof by check or draft drawn upon the Trustee and mailed or, in certain circumstances described in the Indenture, by wire transfer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding that in which such interest payment shall fall (the "Record Date"), at his address as it appears on the bond registration books of the Issuer kept by the Trustee.

This Bond is the single bond comprising a series of Bonds in the aggregate principal amount of not to exceed \$250,000,000 (the "Bonds"), issued for the purpose of financing the cost of acquiring, constructing and equipping an industrial project within the boundaries of the Issuer (the "Project"), for use by Cooper Tire & Rubber Company, a Delaware corporation (the "Company"), and paying the expenses of issuing the Bonds. The Bonds are all issued under and are all equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of November 1, 2017 (the "Indenture"), duly executed and delivered by the Issuer to the Trustee. The Indenture provides that the Issuer may hereafter issue Additional Bonds from time to time under certain terms and conditions contained in the Indenture and, if issued, such Additional Bonds

will be equally and ratably secured by and entitled to the protection of the Indenture. Reference is hereby made to the Indenture and all indentures supplemental thereto for the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the Trustee and the registered owners of the Bonds, and the terms upon which the Bonds are issued and secured. The terms and conditions of the financing of the Project, the use of the proceeds of the Bonds by the Company for such purpose, and the payment of certain amounts thereunder, are contained a Lease Agreement dated as of November 1, 2017 (the "Lease Agreement"), by and between the Issuer and the Company.

The Bonds are issued pursuant to and in full compliance with the laws of the State of Arkansas, particularly Title 14, Chapter 164, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Act"), and pursuant to an Order of the Issuer, which authorized the execution and delivery of the Indenture. The Bonds and the interest thereon do not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory limitation.

The Bonds are not general obligations of the Issuer but are special obligations payable solely from revenues derived from the Lease Agreement. The Lease Agreement provide for lease payments by the Company in amounts sufficient to provide for the payment of the principal of and interest on the Bonds as due and payable. Provision has been made in the Lease Agreement for such payments to be paid directly to the Trustee and deposited in a special account of the Issuer designated "Taxable Industrial Development Revenue Bond Fund - Cooper Tire & Rubber Company Project," and such payments have been duly assigned to the Trustee for that purpose. All the rights and interest of the Issuer in and to the Lease Agreement (except for certain rights specified in the Indenture) have been assigned under the Indenture to the Trustee to secure the payment of the principal of and interest on the Bonds. In addition, the payment of the principal and interest has been unconditionally guaranteed by the Company pursuant to a Guaranty Agreement dated as of November 1, 2017, entered into between the Company and the Trustee.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in and defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of this Bond may be declared and may become due and payable before the stated maturity thereof, together with accrued interest thereon.

Modifications or alterations of the Indenture, or of any indenture supplemental thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

The Bonds are subject to redemption prior to maturity at the option of the Issuer, to be exercised solely as directed by the Company, in whole or in part at any time (and if in part, by lot or in such other manner as may be determined by the Trustee to be fair and equitable), at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date.

In the event any of the Bonds or portions thereof (which shall be \$100,000 or any integral multiple of \$5,000 in excess of \$100,000) are called for redemption, notice thereof shall be given

by the Trustee by registered or certified mail to the registered owner of each such Bond addressed to such registered owner at his registered address, and placed in the mails not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bond with respect to which no such failure or defect has occurred. Each notice shall identify the Bonds or portions thereof being called, and the date on which they shall be presented for payment. After the date specified in such call, the Bond or Bonds so called will cease to bear interest provided funds sufficient for their redemption have been deposited with the Trustee, and, except for the purpose of payment, shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

With respect to notice of redemption of the Bonds, unless moneys sufficient to pay the principal of and interest on the Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice, such notice shall state that said redemption shall be conditional upon the receipt of such moneys by the Trustee on or prior to the date fixed for such redemption. If such moneys shall not have been so received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

This Bond may be transferred on the books of registration kept by the Trustee by the registered owner or by his duly authorized attorney upon surrender hereof, together with a written instrument of transfer duly executed by the registered owner or his duly authorized attorney.

The Bonds are issuable as registered Bonds without coupons in denominations of \$100,000 or any integral multiple of \$5,000 in excess of \$100,000. Subject to the limitations and upon payment of the charges provided in the Indenture, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations.

This Bond is issued with the intent that the laws of the State of Arkansas will govern its construction.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by the Bonds, together with all obligations of the Issuer, does not exceed any constitutional or statutory limitation; and that the above referred to revenues pledged to the payment of the principal of and interest on the Bonds as the same become due and payable will be sufficient in amount for that purpose.

IN WITNESS WHEREOF, the City of Texarkana, Arkansas has caused this Bond to be executed by its Mayor and City Clerk, thereunto duly authorized (by their manual or facsimile signatures), and its corporate seal to be affixed or imprinted, all as of the date of this Bond shown above.

CITY OF TEXARKANA, ARKANSAS

Mayor

ATTEST

City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in and issued under the provisions of the within mentioned Indenture.

Date of registration and authentication: November 25, 2022

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION
Trustee

By: _____
Authorized Signature

ASSIGNMENT

FOR VALUE RECEIVED, _____ ("Transferor"), hereby sells, assigns and transfers unto _____, the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ ("Transferee") as attorney to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

DATE: _____, _____

Transferor

GUARANTEED BY:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or a trust company.

**UNITED STATES OF AMERICA
STATE OF ARKANSAS
CITY OF TEXARKANA, ARKANSAS
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(COOPER TIRE & RUBBER COMPANY PROJECT)
SERIES 2009**

Date of Bond: November 25, 2022

Maturity Date: November 1, 2034

Interest Rate: 5% per annum

Registered Owner: The Goodyear Tire & Rubber Company

Principal Amount: TWENTY MILLION DOLLARS
(or the total principal amount outstanding as reflected by the
Record of Advances and Principal Payments attached hereto)

KNOW ALL MEN BY THESE PRESENTS:

That the City of Texarkana, Arkansas, a municipality organized and existing under the laws of the State of Arkansas (the "Issuer"), for value received, promises to pay to the registered owner shown above, or registered assigns, but solely from the source and in the manner hereinafter set forth, the principal amount shown above and in like manner to pay interest on said amount from the date hereof shown above until payment of such principal amount has been made or duly provided for, at the rate per annum shown above, semiannually on May 1 and November 1 of each year commencing on May 1, 2011, except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto. The principal of this Bond is payable in lawful money of the United States of America upon the presentation and surrender hereof at the principal corporate trust office of U.S. Bank Trust Company, National Association, St. Paul, Minnesota, successor in interest to U.S. Bank National Association, or its successor or successors, as Trustee (the "Trustee"), and interest on this Bond is payable in like money to the registered owner hereof by check or draft drawn upon the Trustee and mailed or, in certain circumstances described in the Indenture, by wire transfer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding that in which such interest payment shall fall (the "Record Date"), at his address as it appears on the bond registration books of the Issuer kept by the Trustee.

This Bond is the single bond comprising a series of Bonds in the aggregate principal amount of not to exceed \$20,000,000 (the "Bonds"), issued for the purpose of financing the cost of acquiring, constructing and equipping an industrial project within the boundaries of the Issuer (the "Project"), for use by Cooper Tire & Rubber Company, a Delaware corporation (the "Company"), and paying the expenses of issuing the Bonds. The Bonds are all issued under and are all equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of November 1, 2010 (the "Indenture"), duly executed and delivered by the Issuer to the Trustee. The Indenture provides that the Issuer may hereafter issue Additional Bonds from time to time under certain terms and conditions contained in the Indenture and, if issued, such Additional Bonds will be equally and ratably secured by and entitled to the protection of the Indenture. Reference

is hereby made to the Indenture and all indentures supplemental thereto for the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the Trustee and the registered owners of the Bonds, and the terms upon which the Bonds are issued and secured. The terms and conditions of the financing of the Project, the use of the proceeds of the Bonds by the Company for such purpose, and the payment of certain amounts thereunder, are contained a Lease Agreement dated as of November 1, 2010 (the "Lease Agreement"), by and between the Issuer and the Company.

The Bonds are issued pursuant to and in full compliance with the laws of the State of Arkansas, particularly Title 14, Chapter 164, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Act"), and pursuant to an Order of the Issuer, which authorized the execution and delivery of the Indenture. The Bonds and the interest thereon do not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory limitation.

The Bonds are not general obligations of the Issuer but are special obligations payable solely from revenues derived from the Lease Agreement. The Lease Agreement provide for lease payments by the Company in amounts sufficient to provide for the payment of the principal of and interest on the Bonds as due and payable. Provision has been made in the Lease Agreement for such payments to be paid directly to the Trustee and deposited in a special account of the Issuer designated "Taxable Industrial Development Revenue Bond Fund - Cooper Tire & Rubber Company Project," and such payments have been duly assigned to the Trustee for that purpose. All the rights and interest of the Issuer in and to the Lease Agreement (except for certain rights specified in the Indenture) have been assigned under the Indenture to the Trustee to secure the payment of the principal of and interest on the Bonds. In addition, the payment of the principal and interest has been unconditionally guaranteed by the Company pursuant to a Guaranty Agreement dated as of November 1, 2010, entered into between the Company and the Trustee.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in and defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of this Bond may be declared and may become due and payable before the stated maturity thereof, together with accrued interest thereon.

Modifications or alterations of the Indenture, or of any indenture supplemental thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

The Bonds are subject to redemption prior to maturity at the option of the Issuer, to be exercised solely as directed by the Company, in whole or in part at any time (and if in part, by lot or in such other manner as may be determined by the Trustee to be fair and equitable), at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date.

In the event any of the Bonds or portions thereof (which shall be \$100,000 or any integral multiple of \$5,000 in excess of \$100,000) are called for redemption, notice thereof shall be given by the Trustee by registered or certified mail to the registered owner of each such Bond addressed

to such registered owner at his registered address, and placed in the mails not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bond with respect to which no such failure or defect has occurred. Each notice shall identify the Bonds or portions thereof being called, and the date on which they shall be presented for payment. After the date specified in such call, the Bond or Bonds so called will cease to bear interest provided funds sufficient for their redemption have been deposited with the Trustee, and, except for the purpose of payment, shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

With respect to notice of redemption of the Bonds, unless moneys sufficient to pay the principal of and interest on the Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice, such notice shall state that said redemption shall be conditional upon the receipt of such moneys by the Trustee on or prior to the date fixed for such redemption. If such moneys shall not have been so received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

This Bond may be transferred on the books of registration kept by the Trustee by the registered owner or by his duly authorized attorney upon surrender hereof, together with a written instrument of transfer duly executed by the registered owner or his duly authorized attorney.

The Bonds are issuable as registered Bonds without coupons in denominations of \$100,000 or any integral multiple of \$5,000 in excess of \$100,000. Subject to the limitations and upon payment of the charges provided in the Indenture, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations.

This Bond is issued with the intent that the laws of the State of Arkansas will govern its construction.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by the Bonds, together with all obligations of the Issuer, does not exceed any constitutional or statutory limitation; and that the above referred to revenues pledged to the payment of the principal of and interest on the Bonds as the same become due and payable will be sufficient in amount for that purpose.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the City of Texarkana, Arkansas has caused this Bond to be executed by its Mayor and City Clerk, thereunto duly authorized (by their manual or facsimile signatures), and its corporate seal to be affixed or imprinted, all as of the date of this Bond shown above.

CITY OF TEXARKANA, ARKANSAS

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in and issued under the provisions of the within mentioned Indenture.

Date of registration and authentication: November 25, 2022

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION
Trustee

By: _____
Authorized Signature

ASSIGNMENT

FOR VALUE RECEIVED, _____ ("Transferor"), hereby sells, assigns and transfers unto _____, the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ ("Transferee") as attorney to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

DATE: _____, _____

Transferor

GUARANTEED BY:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or a trust company.

RECORD OF ADVANCES AND PRINCIPAL PAYMENTS

<u>Date of Advance or Principal Payment</u>	<u>Amount of Advance</u>	<u>Amount of Principal Payment</u>	<u>Total Principal Outstanding</u>	<u>Signature of Authorized Officer</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____

*The date of each Advance shall be the interest commencement date from which the principal amount of such Advance bears interest.

ORDINANCE NO. 24-207

AN ORDINANCE AUTHORIZING THE ISSUANCE OF INDUSTRIAL DEVELOPMENT REVENUE BONDS TO FINANCE CERTAIN INDUSTRIAL FACILITIES; AUTHORIZING THE LEASING OF SUCH FACILITIES TO COOPER TIRE & RUBBER COMPANY; AUTHORIZING A TRUST INDENTURE SECURING THE BONDS; AUTHORIZING THE SALE OF THE BONDS; AUTHORIZING AND PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Texarkana, Arkansas (the "City"), is authorized and empowered under the provisions of Title 14, Chapter 164, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Act"), to issue revenue bonds and to expend the proceeds thereof to finance land, buildings or facilities which can be used in securing or developing industry; and

WHEREAS, on application of Cooper Tire & Rubber Company, a Delaware corporation (the "Company"), the City has heretofore authorized and issued its industrial development revenue bonds for the purpose of financing the costs of acquiring, constructing and equipping an industrial plant located in the City of Texarkana, Arkansas (the "Plant"), a portion of which is being leased by the City to the Company pursuant to lease agreements entered into in connection with the issuance of the bonds; and

WHEREAS, the Company proposes to acquire, construct and equip certain additional facilities (the "Project") at the Plant; and

WHEREAS, it is proposed that the City issue its revenue bonds under the Act for the purpose of financing the cost of the Project and paying the expenses of issuing such bonds; and

WHEREAS, pursuant to and in accordance with applicable provisions of Arkansas law, a public hearing was held on the date hereof before the Board of Directors on the question of the issuance of such revenue bonds under the Act; and

WHEREAS, after due consideration the City has determined to proceed with financing the Project and to issue and sell its revenue bonds under the provisions of the Act in the

aggregate principal amount of not to exceed \$250,000,000 (the "Bonds"), and in connection therewith to enter into a Trust Indenture (the "Indenture"), between the City and U.S. Bank National Association, St. Paul, Minnesota, as Trustee (the "Trustee"), to secure the Bonds; and

WHEREAS, the Project, together with the land, buildings, structures and other improvements related thereto and those items of machinery, equipment and other tangible personal property financed, in whole or in part, with the proceeds of the Bonds will be owned by the City and leased to the Company pursuant to the provisions of a Lease Agreement (the "Lease Agreement") between the City and the Company; and

WHEREAS, the Company will enter into an Agreement for Payments in Lieu of Taxes (the "PILOT Agreement") with the City as hereinafter provided; and

WHEREAS, forms of the Indenture, the Lease Agreement, and the PILOT Agreement have been presented to and are before this meeting;

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

Section 1. The Board of Directors hereby finds that the accomplishment of the Project, and the issuance of the Bonds to finance the same, will provide substantial employment and payrolls and will thereby secure and develop industry within and near the City.

Section 2. The issuance of the Bonds in the aggregate principal amount of \$250,000,000, or such lesser amount as shall be requested by the Company, is hereby authorized. The Bonds shall be designated "City of Texarkana, Arkansas, Taxable Industrial Development Revenue Bonds (Cooper Tire & Rubber Company Project), Series 2017." The Bonds shall bear interest at the rate of 5% per annum, payable as set forth in the Indenture, and shall mature in the year 2047, which terms are recommended by the Company. The Bonds shall be in the forms and denominations, shall be numbered, shall be dated, and shall be subject to redemption prior to maturity all upon the terms and conditions recommended by the Company and set forth in the Indenture.

Section 3. The Bonds shall be sold to the Company or its designee for the purchase price of 100% of par, which price is recommended by the Company.

Section 4. To prescribe the terms and conditions upon which the Bonds are to be executed, authenticated, issued, accepted, held and secured, the Mayor and City Clerk are hereby authorized and directed to execute, acknowledge and deliver the Indenture for and on behalf of

the City. The Indenture is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee and others in order to complete the Indenture in substantially the form submitted to this meeting with such changes as shall be approved by her, her execution to constitute conclusive evidence of such approval.

Section 5. There is hereby authorized the execution and delivery of the Lease Agreement, and the Mayor and City Clerk are hereby authorized to execute, acknowledge and deliver the Lease Agreement for and on behalf of the City. The Lease Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Company and others in order to complete the Lease Agreement in substantially the form submitted to this meeting with such changes as shall be approved by her, her execution to constitute conclusive evidence of such approval.

Section 6. There is hereby authorized the execution and delivery of the PILOT Agreement, and the Mayor is hereby authorized to execute and deliver the PILOT Agreement for and on behalf of the City. The PILOT Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Company and others in order to complete the PILOT Agreement in substantially the form submitted to this meeting with such changes as shall be approved by her, her execution to constitute conclusive evidence of such approval.

Section 7. The acquisition and construction of the Project, and the issuance and sale of the Bonds, are exceptional situations in which the City has no responsibility for payment of the costs and expenses thereof, all of which are payable by the Company, and the Company's recommendations with respect thereto are acceptable to the City. Therefore, pursuant to applicable laws of the State of Arkansas, including the Act, competitive bidding is hereby waived.

Section 8. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the documents herein authorized and the performance of all obligations of the City thereunder, the issuance, execution, sale and delivery of the Bonds, and the performance of all acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor and City Clerk are hereby further authorized and directed, for and on behalf of the City,

to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.


Section 9. The City Clerk is hereby authorized and directed to file in the office of the City Clerk, as a part of the minutes of the meeting at which this Ordinance is adopted, for inspection by any interested person copies of the Indenture, the Lease Agreement, and the PILOT Agreement, and such documents shall be on file for inspection by any interested person.

Section 10. The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

Section 11. All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 12. There is hereby found and declared to be an immediate need for the securing and developing of industry in order to provide substantial employment and payrolls, thereby alleviating unemployment and otherwise benefitting the public health, safety and welfare of the City and the inhabitants thereof, and the issuance of the Bonds authorized hereby and the taking of the other action authorized hereby are immediately necessary for the accomplishing of these public benefits and purposes. It is, therefore, declared that an emergency exists and this Ordinance being necessary for the preservation of the public peace, health and safety shall be in force and effect immediately upon and after its passage.

PASSED AND APPROVED this 7th day of August, 2017.


Ruth Penney Bell, Mayor

ATTEST:


Heather Soyars, City Clerk

APPROVED:


George M. Matteson, City Attorney

ORDINANCE NO. L-364

AN ORDINANCE AUTHORIZING THE ISSUANCE OF INDUSTRIAL DEVELOPMENT REVENUE BONDS TO FINANCE CERTAIN INDUSTRIAL FACILITIES; AUTHORIZING A TRUST INDENTURE SECURING THE BONDS; AUTHORIZING THE SALE OF THE BONDS; AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF TEXARKANA, ARKANSAS AND COOPER TIRE & RUBBER COMPANY; AUTHORIZING AND PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Texarkana, Arkansas (the "City"), is authorized and empowered under the provisions of Title 14, Chapter 164, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Act"), to issue revenue bonds and to expend the proceeds thereof to finance the acquisition, construction and equipment of land, buildings or facilities which can be used in securing or developing industry; and

WHEREAS, on application of Cooper Tire & Rubber Company, a Delaware corporation (the "Company"), the City has heretofore authorized and issued its industrial development revenue bonds for the purpose of financing the costs of acquiring, constructing and equipping an industrial plant located in the City of Texarkana (the "Plant"), a portion of which is being leased by the City to the Company pursuant to a Lease and Agreement dated as of April 1, 1967, as amended and supplemented; and

WHEREAS, the Company proposes to acquire, construct and equip certain additional facilities (the "Project") at the Plant; and

WHEREAS, it is proposed that the City issue its revenue bonds under the Act for the purpose of financing the cost of the Project and paying the expenses of issuing such bonds; and

WHEREAS, pursuant to and in accordance with applicable provisions of Arkansas law, a public hearing was held on the date hereof before the Board of Directors on the question of the issuance of such revenue bonds under the Act; and

WHEREAS, after due consideration the City has determined to proceed with financing the Project and to issue and sell its revenue bonds under the provisions of the Act in the aggregate principal amount of not to exceed \$20,000,000 (the "Bonds"), and in connection therewith to enter into a Trust Indenture (the "Indenture"), between the City and U.S. Bank National Association, St. Paul, Minnesota, as Trustee (the "Trustee"), to secure the Bonds; and

WHEREAS, the Project, together with the land, buildings, structures and other improvements related thereto and those items of machinery, equipment and other tangible personal property located thereon and therein, will be leased by the City to the Company pursuant to the provisions of a Lease Agreement (the "Lease Agreement"), between the City and the Company; and

WHEREAS, the City will enter into an Agreement with the Company regarding payments in lieu of taxes (the "PILOT Agreement") with respect to the properties leased under the Lease Agreement as hereinafter provided; and

WHEREAS, copies of the Indenture, the Lease Agreement, and the PILOT Agreement have been presented to and are before this meeting;

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

Section 1: The Board of Directors hereby finds that the accomplishment of the Project, and the issuance of the Bonds to finance the same, will aid in the securing and developing of the industry represented by the Company's operations at the Plant, thereby

assuring the retention of employment which would otherwise relocate to sites outside of Texarkana, Arkansas and providing substantial additional employment and payrolls.

Section 2: The issuance of the Bonds in the aggregate principal amount of \$20,000,000, or such lesser amount as shall be requested by the Company, is hereby authorized. The Bonds shall be designated "City of Texarkana, Arkansas Taxable Industrial Development Revenue Bonds (Cooper Tire & Rubber Company Project), Series 2009." The Bonds shall bear interest at the rate of 5% per annum and shall mature in the year 2034, which terms are recommended by the Company. The Bonds shall be in the forms and denominations, shall be numbered, shall be dated, and shall be subject to redemption prior to maturity all upon the terms and conditions recommended by the Company and set forth in the Indenture.

Section 3: The Bonds shall be sold to the Company or its designee for the purchase price of 100% of par, which price is recommended by the Company.

Section 4: To prescribe the terms and conditions upon which the Bonds are to be executed, authenticated, issued, accepted, held and secured, the Mayor and City Clerk are hereby authorized and directed to execute, acknowledge and deliver the Indenture for and on behalf of the City. The Indenture is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee and others in order to complete the Indenture in substantially the form submitted to this meeting with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

Section 5: There is hereby authorized the execution and delivery of the Lease Agreement, and the Mayor and City Clerk are hereby authorized to execute, acknowledge and deliver the Lease Agreement for and on behalf of the City. The Lease Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Company and others in order to complete the Lease Agreement in substantially the form submitted to this meeting with such changes as shall

be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

Section 6: There is hereby authorized the execution and delivery of the PILOT Agreement, and the Mayor is hereby authorized to execute and deliver the PILOT Agreement for and on behalf of the City. The PILOT Agreement is hereby approved substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Company and others in order to complete the PILOT Agreement in substantially the form submitted to this meeting with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

Section 7: The issuance and sale of the Bonds are an exceptional situation in which the City has no responsibility for payment of the costs and expenses thereof, all of which are payable by the Company, and the Company's recommendations with respect thereto are acceptable to the City. Therefore, pursuant to applicable laws of the State of Arkansas, including the Act, competitive bidding is hereby waived.

Section 8: The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the documents herein authorized and the performance of all obligations of the City hereunder, the issuance, execution, sale and delivery of the Bonds, and the performance of all acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor and City Clerk are hereby further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

Section 9: The City Clerk is hereby authorized and directed to file in the office of the City Clerk, as a part of the minutes of the meeting at which this Ordinance is adopted, for inspection by any interested person copies of the Indenture, the Lease

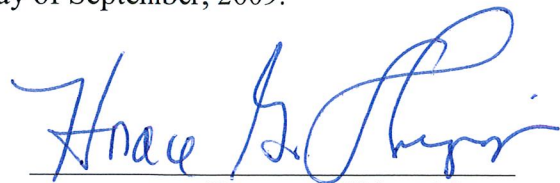
Agreement, and the PILOT Agreement, and such documents shall be on file for inspection by any interested person.

Section 10: The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

Section 11: All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 12: There is hereby found and declared to be an immediate need for the securing and developing of industry in order to provide substantial employment and payrolls, thereby alleviating unemployment and otherwise benefitting the public health, safety and welfare of the City and the inhabitants thereof, and the issuance of the Bonds authorized hereby and the taking of the other action authorized hereby are immediately necessary for the accomplishing of these public benefits and purposes. It is, therefore, declared that an emergency exists and this Ordinance being necessary for the preservation of the public peace, health and safety shall be in force and effect immediately upon and after its passage.

PASSED AND APPROVED this 21st day of September, 2009.



Horace G. Shipp, Mayor

ATTEST:



Patti Scott Grey, City Clerk

APPROVED:

Ned A. Stewart, Jr.
City Attorney

C E R T I F I C A T E

The undersigned, City Clerk of the City of Texarkana, Arkansas, hereby certifies that the foregoing pages are a true and perfect copy of Ordinance No. L 304 adopted at a regular session of the Board of Directors of the City of Texarkana, Arkansas, held at the regular meeting place of the Board of Directors at 7:00 o'clock p.m., on the 21st day of September, 2009, and that the Ordinance is of record in Ordinance Record Book No. L at page _____, now in my possession.

GIVEN under my hand and seal on this 22nd day of September, 2009.



City Clerk

(SEAL)



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance authorizing the City Manager to enter into a service agreement with the Texarkana Chamber of Commerce for support services to include advertising and development of a mobile tour application. (ADMIN) City Manager Jay Ellington

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

AGENDA DATE: November 21, 2022

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Administration

PREPARED BY: Jay Ellington, City Manager

REQUEST: Adopt an ordinance authorizing the City Manager to enter into a service agreement with The Texarkana Chamber of Commerce for support services to include advertising and development of a mobile tour application.

EMERGENCY CLAUSE: YES

SUMMARY: An ordinance authorizing the City Manager to enter into a service agreement with The Texarkana Chamber of Commerce in the amount of twenty-five thousand dollars and zero cents (\$25,000) for:

1. Advertising in four (4) issues of 2022 Arkansas Business Journal
2. Development and maintenance (3 years) of a mobile application for historic and food tours of Texarkana

EXPENSE REQUIRED: \$25,000

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

RECOMMENDED ACTION: The City Manager recommends Board approval.

EXHIBITS: Ordinance and service agreement with the Texarkana Chamber of Commerce.

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING; AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE TEXARKANA CHAMBER OF COMMERCE, INC., TO PROVIDE AND PROCURE ADVERTISING AND WEBSITE DEVELOPMENT SERVICES; FOR DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, The Texarkana Chamber of Commerce, Inc. (the “Chamber”), is uniquely situated in its general promotion of the multi-state Texarkana region; and

WHEREAS, the City desires to engage the Chamber to participate in regional advertising promoting the area in Arkansas Business, a prominent Arkansas publication and, further, with the participation of the City of Texarkana, Texas, in the development of a website geared to promote a historic and food tour of Texarkana’s major attractions and restaurants, all in exchange for a lump sum payment of \$25,000.00; and

WHEREAS, the Chamber is uniquely situated to carry out and perform such services such that the Chamber constitutes a sole source; and

WHEREAS, the public will realize substantial benefit from the services to be provided; and

WHEREAS, pursuant to Ark. Code Ann. §14-47-138, the Board of Directors may waive the requirements of competitive bidding in exceptional situations where competitive bidding is not feasible; and

WHEREAS, Section 2-72 of the *City of Texarkana, Arkansas, Code of Ordinances*, recognizes that it may not be feasible to obtain bids in “purchases from ‘only sources [;]’” and

WHEREAS, for the reasons set out above, it is not feasible or practicable to engage in competitive bidding for performance of the services contemplated; and

WHEREAS, funds are budgeted and available; and

WHEREAS, in consideration of and for the reasons set forth above, the City Manager requests any applicable competitive bidding practices be waived and the Board approve the engagement of the Chamber for performance of the services above;

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

Section 1: Any competitive bidding practices that may be otherwise required by applicable law and ordinance are waived and the City Manager is authorized to enter into an agreement reasonably necessary to engage the Chamber to perform the services contemplated above on the terms and conditions likewise so set out.

Section 2: This action being necessary for the preservation of the public peace, health and safety (including, without limitation, advertisement calendar commitments), and a separate and distinct vote having been taken on this emergency clause, an emergency is therefore declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 21st day of November, 2022.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney

SERVICE AGREEMENT

BETWEEN:

City of Texarkana, Arkansas, 216 Walnut Street, Texarkana, Arkansas, 71854, USA
(Hereby referred to as “The City”)

-AND-

Texarkana Chamber of Commerce, Inc., 819 North Stateline, Texarkana, Texas, 75501,
USA
(Hereby referred to as “The Chamber”)

DEFINITIONS:

“**The City**” – The City of Texarkana, Arkansas, 216 Walnut Street, Texarkana, Arkansas, 71854, USA

“**The Chamber**” - Texarkana Chamber of Commerce, Inc., 819 North Stateline, Texarkana, Texas, 75501, USA

“**Plan**” – A detailed description of how funding will be spent to include but not limited to measurable goals, outcomes and/or results, type of activities, cost, parties involved, time frame, etc.

TERM/TIME FRAME:

Funds must be/have been spent/obligated during the 2022 calendar year beginning January 1, 2022 and ending December 31, 2022.

PLAN:

The City will provide:

- a. A \$25,000 lump sum payment upon successful completion of the projects set forth below.

The Chamber will provide to The City:

- a. Advertising in four issues of 2022 Arkansas Business Journal (May 23, June 27, August 22, and October 10) with annual subscriptions of over 80,000 magazines and 50,000 e-newsletters.
- b. Provided that the City of Texarkana, Texas, likewise participate, one year of development and maintenance of a mobile application through Bandwango for a historic and food tour of Texarkana’s major attractions and restaurants.
- c. The Chamber will submit to The City a quarterly report outlining the status of the submitted Plan. Report will be in a form and manner determined by The City.

Nothing contained in this Agreement shall be deemed to (i) preclude or prohibit any The Chamber from requesting other funding from the Texarkana Advertising and Promotion Commission; or, (ii) vest the Chamber with any authority to act on behalf of The City or supervise any City Employee. Other funds maybe proposed for consideration to the Advertising and Promotion Commission.

CURRENCY:

All monetary amounts referred to in the Agreement are in US Dollars.

PAYMENT:

Payment to The Chamber shall be made payable to “Texarkana Chamber of Commerce” and mailed or hand delivered to:

The Texarkana Chamber of Commerce
819 North Stateline Avenue
Texarkana, Texas 75501

Payment as stated in the Agreement does not include sales tax or other applicable duties or taxes as required by law. Payment of all taxes and duties shall be the responsibility of the Party making payment.

INDEMNITY AND HOLD HARMLESS

The Chamber will indemnify, defend and hold the City harmless from and against any loss, claim, damage or other liability arising from or in any way related to the services to be performed or carried out by The Chamber pursuant to this Agreement.

MODIFICATION OF AGREEMENT:

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

NOTICE:

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered by mail or in person to the Parties of the Agreement as follows:

The City of Texarkana, Arkansas
216 Walnut Street
Texarkana, Arkansas 71854

The Texarkana Chamber of Commerce, Inc.
819 North Stateline Avenue

Texarkana, Texas 75501

NO PARTNERSHIP CREATED:

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, any other Party.

NO ASSIGNMENT:

Neither party shall assign its rights or duties under this Agreement without the prior express written consent of the other party.

SEVERABILITY, ENFORCEMENT, ENTIRE AGREEMENT, MISC.:

In the event any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part all other provisions will nevertheless continue to be valid and enforceable with the invalid and unenforceable parts severed from the remainder of this Agreement. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Arkansas. This Agreement represents the entire understanding and agreement of the Parties hereto as to the matters contained herein and supersedes any and all prior discussions or negotiations concerning the same.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 21st day of November, 2022.

City of Texarkana, Arkansas:

Texarkana Chamber of Commerce:

Name

Name

Title

Title



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance authorizing the City Manager to enter into a service agreement with Main Street Texarkana for support services to include the 2022 Christmas Parade, Broad Street lighting upgrades and landscape enhancements. (ADMIN) City Manager Jay Ellington

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

AGENDA DATE: November 21, 2022

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Administration

PREPARED BY: Jay Ellington, City Manager

REQUEST: Adopt an ordinance authorizing the City Manager to enter into a service agreement with Main Street Texarkana for support services to include the 2022 Christmas Parade, Broad Street lighting upgrades and landscape enhancements.

EMERGENCY CLAUSE: YES

SUMMARY: An ordinance authorizing the City Manager to enter into a service agreement with Main Street Texarkana in the amount of twenty-five thousand dollars and zero cents (\$25,000) for:

1. Organization, management, and oversight of the 2022 Christmas Parade.
2. Lighting upgrades along Broad Street between Stateline Avenue and Beech.
3. New planter for the corner of Walnut Street and Broad Street
4. New plants for all downtown planters

EXPENSE REQUIRED: \$25,000

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**RECOMMENDED
ACTION:** The City Manager recommends Board approval.

EXHIBITS: Ordinance and service agreement with Main Street Texarkana.

SERVICE AGREEMENT

BETWEEN:

City of Texarkana, Arkansas, 216 Walnut Street, Texarkana, Arkansas, 71854, USA
(Hereby referred to as “The City”)

-AND-

Main Street Texarkana, Inc., 300 North Stateline Avenue, Texarkana, Arkansas, 71854,
USA
(Hereby referred to as “Main Street”)

DEFINITIONS:

“**The City**” – The City of Texarkana, Arkansas, 216 Walnut Street, Texarkana, Arkansas, 71854, USA

“**Main Street**” - Main Street Texarkana, 300 North Stateline Avenue, Texarkana, Arkansas, 71854, USA

“**Plan**” – A detailed description of how funding will be spent to include but not limited to measurable goals, outcomes and/or results, type of activities, cost, parties involved, time frame, etc.

TERM/TIME FRAME:

Funds must be/have been spent during the 2022 calendar year beginning January 1, 2022 and ending December 31, 2022.

PLAN:

The City will provide:

- a. A \$25,000 lump sum payment upon acceptable completion of the projects set forth below.
- b. Street barricades during the 2022 Holiday Parade.

The Main Street will provide to The City:

- a. Organization, promotion, management, and oversight of 2022 Holiday Parade to be held in the downtown Texarkana region. Estimated attendance based on past events equals 10,000 people.
- b. Supply, install and on or before March 1, 2023, remove lighting and decorations along the .5 miles of Broad Street between Stateline and Beech.
- c. Support for landscape enhancements in downtown, including, without limitation, a new planter for downtown to replace currently-damaged one and plants for over 20 planters.

Nothing contained in this Agreement shall be deemed to (i) preclude or prohibit any Main Street from requesting other funding from the Texarkana Advertising and Promotion Commission; or, (ii) vest Main Street with any authority to act on behalf of The City or supervise any City Employee.

REPORTING:

Main Street will submit to The City a quarterly report outlining the status of the submitted Plan. Report will be in a form and manner determined by The City.

CURRENCY:

All monetary amounts referred to in the Agreement are in US Dollars.

PAYMENT:

Payment to Main Street will be made payable to “Main Street Texarkana” and mailed or hand delivered to:

Main Street Texarkana
300 North Stateline Avenue
Texarkana, Arkansas 71854

Payment as stated in the Agreement does not include sales tax or other applicable duties or taxes as required by law. Payment of all taxes and duties shall be the responsibility of the Party making payment.

INDEMNITY AND HOLD HARMLESS

Main Street will indemnify, defend and hold the City harmless from and against any loss, claim, damage or other liability arising from or in any way related to the services to be performed or carried out by Main Street pursuant to this Agreement.

MODIFICATION OF AGREEMENT:

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

NOTICE:

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered by mail or in person to the Parties of the Agreement as follows:

The City of Texarkana, Arkansas
216 Walnut
Texarkana, Arkansas 71854

Main Street Texarkana
300 North Stateline Avenue
Texarkana, Arkansas 71854

NO PARTNERSHIP CREATED:

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, any other Party.

NO ASSIGNMENT:

Neither party shall assign its rights or duties under this Agreement without the prior express written consent of the other party.

SEVERABILITY, ENFORCEMENT, ENTIRE AGREEMENT, MISC.:

In the event any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part all other provisions will nevertheless continue to be valid and enforceable with the invalid and unenforceable parts severed from the remainder of this Agreement. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Arkansas. This Agreement represents the entire understanding and agreement of the Parties hereto as to the matters contained herein and supersedes any and all prior discussions or negotiations concerning the same.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 21st day of November, 2022.

City of Texarkana, Arkansas:

Main Street Texarkana:

Name

Name

Title

Title

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING; AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MAIN STREET TEXARKANA TO PROVIDE SERVICES PRODUCING AND PROMOTING THE 2022 HOLIDAY PARADE, PROVIDE BROAD STREET HOLIDAY LIGHTING, AND MAINTAIN DOWNTOWN LANDSCAPE PLANTERS; FOR DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, for some number of years, Main Street Texarkana (“Main Street”) has been instrumental in the annual holiday parade undertaking, downtown holiday lights and the maintenance of downtown landscape planters; and

WHEREAS, the City desires to engage Main Street to perform these services for the 2022 calendar year in exchange for a lump sum payment of \$25,000.00 plus providing street barricades for the holiday parade; and

WHEREAS, given its past involvement, Main Street is uniquely situated to carry out and perform such services such that Main Street constitutes a sole source; and

WHEREAS, the public realizes substantial benefit from an annual holiday parade, holiday lights, and downtown landscaping

WHEREAS, pursuant to Ark. Code Ann. §14-47-138, the Board of Directors may waive the requirements of competitive bidding in exceptional situations where competitive bidding is not feasible; and

WHEREAS, Section 2-72 of the *City of Texarkana, Arkansas, Code of Ordinances*, recognizes that it may not be feasible to obtain bids in “purchases from ‘only sources [;]’” and

WHEREAS, for the reasons set out above, it is not feasible or practicable to engage in competitive bidding for performance of the services contemplated; and

WHEREAS, funds are budgeted and available; and

WHEREAS, in consideration of and for the reasons set forth above, the City Manager requests any applicable competitive bidding practices be waived and the Board approve the engagement of Main Street for performance of the services above;

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

Section 1: Any competitive bidding practices that may be otherwise required by applicable law and ordinance are waived and the City Manager is authorized to enter into an agreement reasonably necessary to engage Main Street to perform the services contemplated above on the terms and conditions likewise so set out.

Section 2: This action being necessary for the preservation of the public peace, health, and safety (including, without limitation, the upcoming holiday season), and a separate and distinct vote having been taken on this emergency clause, an emergency is therefore declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 21st day of November, 2022.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney