

Mayor – Angela Russell  
Recorder – Rhonda Ardemagni  
City Attorney –Justin Eichmann  
Law Firm--Harrington-Miller  
City Engineer – CK Civil Engineering



Ward 1 Position 1 - Misty Piazza  
Ward 1 Position 2– Amber Ibarra  
Ward 2 Position 1—Daniel Montez  
Ward 2 Position 2—Larry Ardemagni  
Ward 3 Position 1—Mike Washkowiak  
Ward 3 Position 2—Tim Burress

**Committee of The Whole  
September 4th, 2025  
Agenda**

**The Tontitown Committee of the Whole meeting is scheduled for Tuesday, September 4th, 2025, at 6:00 p.m. at the Tontitown City Hall, Tontitown, Arkansas and via Microsoft Teams.**

**Join on your computer, mobile app, or room device.**

[Click here to join the meeting](#)

Meeting ID: 264 068 997 841

Passcode: eKyS39

[Download Teams](#) | [Join on the web](#)

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- 1. Prayer**
  - 2. Meeting Call to Order**
  - 3. Roll Call**
  - 4. Pledge of Allegiance**
  - 5. Approval of Agenda**
  - 6. Comments from Citizens**
  
  - 7. Old Business:**
    - A. A discussion on flooring replacement for City Hall – Mayor
    - B. A discussion on Sewer rates - James
    - C. A discussion on Klenc Rd. As to public safety and weight restrictions – Mark
  
  - 8. New Business:**
    - A. A discussion of cellular meter reading presentation – James
    - B. A discussion of pipe bids - James
    - C. A discussion on 2025 Street Improvement Bid Award - Mark
    - D. A discussion on financial policy – Mark
    - E. A discussion to amend Ordinance 110, the procurement of business licenses – Mike
    - F. A discussion on the citizen comments segment – Danny
  
  - 9. Comments from Council Members**
  - 10. Comments from Mayor**
  - 11. Comments from Attorney**
  - 12. Adjournment**

Remit to:

# M & M Tile Company

P.O. Box 46  
Tonitown, Arkansas 72770-0046 USA  
Phone: 479-561-2551

UNLESS PREVIOUS  
ARRANGEMENTS WERE MADE  
PLEASE PAY THE INSTALLER

Customers Name Tonitown City Hall  
Mailing Address P.O. Box 305 Tonitown, AR 72770  
Home Phone 957-0859 Business Phone \_\_\_\_\_  
Installation Address \_\_\_\_\_ Installation Date \_\_\_\_\_  
Salesman Ronald Aker Terms \_\_\_\_\_

8/24/25

## CONDITIONAL SALES CONTRACT

Ronald Aker

437.47 sq. yds. Aladdin Blue Buckle Color 22  
24x24 Carpet Tile glue Down  
7-4 gal. ST-100 Carpet Tile Glue

Bookings - 4" Blk Vinyl Base (Base)  
Remove all of Shaded Area

Bid Also includes moving furniture, Removing  
old carpet Tiles of building away -

Note furniture moving is only Big Stairs  
& NO Electronics

Ceas. Block Stair nosing mucus  
for Tommy Handa Hdr Platform

Total Labor + Material Bid \$21,757.75

Carpet  
Tile

COLLECT

### PLEASE READ BEFORE SIGNING

With the signing of this contract, it becomes binding on the buyer to the extent that M & M TILE COMPANY will accept no cancellation or refund. All attorney fees and court costs and other charges incurred in the collection of this debt including additional service charge on post due installments when past due 15 days or more, in case of default to be paid by the customer.  
Custom made and special orders require a deposit and are not subject to cancellation. This carpet is as near perfect as possible, but no carpet is perfect. Any adjustment for weaving variations must originate with the manufacturer. Pile crushing, shading and soiling are characteristic of all carpets. They are not defects.  
Terrific estimates are subject to adjustment. Special orders and cut carpets may not be cancelled.

TERMS: Accts. are payable upon receipt of this statement. Amount of balance left unpaid at next billing date is subject to finance charge as follows:  
Finance charge is computed by a periodic rate of 8/10 of 1 percent per month which is an ANNUAL PERCENTAGE RATE of 9% applied to the previous balance without deducting current payments and/or credits appearing on this statement. Above complies with Federal Reserve Regulation Z

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

Remit to:

M & M Tile Company

P.O. Box 46  
Tontitown, Arkansas 71771-0046 USA  
Phone: 479-561-2551

UNLESS PREVIOUS  
ARRANGEMENTS WERE MADE  
PLEASE PAY THE INSTALLER

Customers Name TONTITOWN City Hall  
Mailing Address P.O. Box 305 Tontitown AR 72770  
Home Phone 957-0259 Business Phone \_\_\_\_\_  
Installation Address Same Installation Date \_\_\_\_\_  
Salesman William Terms \_\_\_\_\_

**CONDITIONAL SALES CONTRACT**

(163 sq ft)  
3,802.79 sq ft Grandstand 20mil 5mm

AND glue down - wood look

Needs 500 linear feet Black Cove Base

Remove & install new Needs 6 pieces of Stairnose miter

More furniture, pull & haul old Carpet Squares Material, Labor, Tax \$ 25,740.30

3,804 8" x 48" Wood look Porcelain Ceramic Tile Pice Porcelain

Install over concrete floor Needs 500 Lw ft Black Cove Base Needs 6 pieces of Schluter metal Material, Labor, Tax \$ 55,013.97

more furniture, pull & haul old carpet squares Material, Labor, Tax \$ 55,013.97

COLLECT

**PLEASE READ BEFORE SIGNING**

With the signing of this contract, it becomes binding on the buyer to the extent that M & M TILE COMPANY will accept no cancellation or refund. All attorney fees and court costs and other charges incurred in the collection of this debt including additional service charge on past due installments when past due 15 days or more, in case of default to be paid by the customer. Custom made and special orders require a deposit and are not subject to cancellation. This carpet is as near perfect as possible, but no carpet is perfect. Any adjustment for weaving variations must originate with the manufacturer. Pile crushing, shading and soiling are characteristic of all carpets. They are not defects. Tentative estimates are subject to adjustment. Special orders and cut carpets may not be cancelled.

FINANCE: Accts are payable upon receipt of this statement. Amount of balance left unpaid at next billing date is subject to finance charge as follows:  
Finance charge is computed by a periodic rate of 8/10 or 1 percent per month which is an ANNUAL PERCENTAGE RATE of 9.6% applied to the previous balance without deducting current payments and/or credits appearing on this statement. Above complies with Federal Reserve Regulation Z.

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

8 10 03



7/22/2025

To: City of Tontitown  
Attn: Megan Dunaway

Re: City Hall – Carpet Replacement

Please find the following pricing for the above referenced project:

- Demo, glue removal & prep -----\$ 2,260.00
- Furniture moving (see notes below\*\*\*) -----\$ 1,750.00
- Carpet Tile Allowance-----\$ 14,904.00
- 4" Black Cove Base-----\$ 1,360.00
- Transitions-----\$ 243.00
- Stair Nosing (raised platform area)-----\$ 576.00

*Carpet Tile*

**BID TOTAL -----\$ 21,093.00**

**ALTERNATES**

- Change carpet to 12' Broadloom----- DEDUCT \$ 1,800.00
- Weekend labor rate----- ADD \$ 2,200.00

This price includes:

- Materials and labor

Exclusions are:

- No slab patching or grinding
- No work outside 8 offices and meeting room

Notes:

- Climate control required
- \*\*\*All loose and personal items will need to be cleared from furniture to be moved and all electronics need to be turned off and unplugged
- Quote valid for 30 days

Thank you for allowing Miller Commercial Flooring the opportunity to bid this project with you. If you have any questions or need further information, please call.

Sincerely,  
*Seth McDonald*  
Seth McDonald  
Sales

**CarpetsPlus COLORTILE**  
 5320 W Sunset Avenue, Suite 153  
 Springdale, AR 72762  
 4795308269  
 carpetsplusnwa@gmail.com  
 www.carpetspluscolortile.com

## Estimate

**ADDRESS**

Megan Dunaway  
 City of Tontitown  
 P.O. Box 305  
 Tontitown, AR 72770

**SHIP TO**

Megan Dunaway  
 City of Tontitown  
 P.O. Box 305  
 Tontitown, AR 72770

**ESTIMATE #** 2492

**DATE** 07/23/2025

**P.O. NUMBER**

PEN Techtonic CT

**SALES REP**

MS

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Materials</b>	PEN Techtonic CT 24x24 Color: 2181 Framework	3,888	3.09	12,013.92T
	<b>Materials</b>	Adhesive 4G Pail	5	159.97	799.85T
	<b>Materials</b>	Covebase - 4" Sticks; Rubber Color Black	840	1.29	1,083.60T
	<b>Materials</b>	Covebase Adhesive 30oz	16	8.99	143.84T
	<b>Labor</b>	Demo all existing carpet tile/broadloom; covebase trim	3,550	0.55	1,952.50T
	<b>Labor</b>	Floor Prep - remove all adhesives/cutback; patch as needed	3,550	0.25	887.50T
	<b>Labor</b>	Furniture R&R - move desks/furniture out/around as needed, All firesafes, electronics, personal items, fragile, heirlooms must be removed and reset by client.	9	85.00	765.00T
	<b>Labor</b>	Install new carpet tile	3,888	0.75	2,916.00T
	<b>Labor</b>	Install covebase	840	0.50	420.00T
	<b>Disposal Fee</b>	Materials Disposal Fee/Dumpster	1	275.00	275.00T

Turnkey project remodel to remove all existing carpet; covebase and  
 install new carpet tile; covebase.  
 Crew will plan weekend installation to minimize business interruptions.

SUBTOTAL 21,257.21  
 TAX (9.75%) 2,072.58  
 TOTAL **\$23,329.79**

*Carpet Tile -*

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# Estimate

**ADDRESS**  
 Megan Dunaway  
 City of Tontitown  
 P.O. Box 305  
 Tontitown, AR 72770

**SHIP TO**  
 Megan Dunaway  
 City of Tontitown  
 P.O. Box 305  
 Tontitown, AR 72770

**ESTIMATE #** 2728  
**DATE** 08/07/2025

**P.O. NUMBER** LVT Option  
**SALES REP** MS

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Materials</b>	LVT - Budget purposes only. Selections TBD (all carpeted areas) Main lobby/corridor tile to remain	3,937	3.99	15,708.63T
	<b>Materials</b>	Adhesives; Primers; Metal transitions	1	2,200.00	2,200.00T
	<b>Materials</b>	Covebase - 4" Sticks; Rubber Color Black	840	1.29	1,083.60T
	<b>Materials</b>	Covebase Adhesive 30oz	16	8.99	143.84T
	<b>Labor</b>	Demo all existing carpet tile/broadloom; covebase trim	3,550	0.55	1,952.50T
	<b>Labor</b>	Floor Prep - remove all adhesives/cutback; patch as needed	3,550	0.25	887.50T
	<b>Labor</b>	Furniture R&R - move desks/furniture out/around as needed, All firesafes, electronics, personal items, fragile, heirlooms must be removed and reset by client.	9	85.00	765.00T
	<b>Labor</b>	Install new LVP	3,937	3.00	11,811.00T
	<b>Labor</b>	Install covebase	840	0.50	420.00T
	<b>Disposal Fee</b>	Materials Disposal Fee/Dumpster	1	275.00	275.00T

Turnkey project remodel to remove all existing carpet; covebase and  
 install new LVT; covebase.  
 Crew will plan weekend installation to minimize business interruptions.

**SUBTOTAL** 35,247.07  
**TAX (9.75%)** 3,436.59

LVT - \$ 38,683.66

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 5320 W Sunset Avenue, Suite 153  
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 4795308269  
 carpetsplusnwa@gmail.com  
 www.carpetspluscolortile.com

## Estimate

**ADDRESS**

Megan Dunaway  
 City of Tontitown  
 P.O. Box 305  
 Tontitown, AR 72770

**SHIP TO**

Megan Dunaway  
 City of Tontitown  
 P.O. Box 305  
 Tontitown, AR 72770

**ESTIMATE #** 2727

**DATE** 08/12/2025

**P.O. NUMBER**

Wood Look Tile Option

**SALES REP**

MS

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Materials</b>	Tile - Wood Look - Porcelain tile - Budget purposes only. Selections TBD (all carpeted areas) Main lobby/corridor tile to remain	3,937	4.59	18,070.83T
	<b>Materials</b>	Thinset/grout/clips/metal transitions	1	3,400.00	3,400.00T
	<b>Materials</b>	Covebase - 4" Sticks; Rubber Color Black	840	1.29	1,083.60T
	<b>Materials</b>	Covebase Adhesive 30oz	16	8.99	143.84T
	<b>Labor</b>	Demo all existing carpet tile/broadloom; covebase trim	3,550	0.55	1,952.50T
	<b>Labor</b>	Floor Prep - remove all adhesives/cutback; patch as needed	3,550	0.25	887.50T
	<b>Labor</b>	Furniture R&R - move desks/furniture out/around as needed, All firesafes, electronics, personal items, fragile, heirlooms must be removed and reset by client.	9	85.00	765.00T
	<b>Labor</b>	Install new tile	3,937.23	3.75	14,764.61T
	<b>Labor</b>	Install covebase	840	0.50	420.00T
	<b>Disposal Fee</b>	Materials Disposal Fee/Dumpster	1	275.00	275.00T

Turnkey project remodel to remove all existing carpet; covebase and  
 install new carpet tile; covebase.  
 Crew will plan weekend installation to minimize business interruptions.

**SUBTOTAL**

41,762.88

**TAX (9.75%)**

4,071.88

Wood look  
 Porcelain tile - \$45,834.76

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 5320 W Sunset Avenue, Suite 153  
 Springdale, AR 72762  
 4795308269  
 carpetsplusnwa@gmail.com  
 www.carpetspluscolortile.com

# Estimate

**ADDRESS**  
 Megan Dunaway  
 City of Tontitown  
 P.O. Box 305  
 Tontitown, AR 72770

**SHIP TO**  
 Megan Dunaway  
 City of Tontitown  
 P.O. Box 305  
 Tontitown, AR 72770

**ESTIMATE #** 2727  
**DATE** 08/07/2025

**P.O. NUMBER** Porcelain Tile Option  
**SALES REP** MS

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Materials</b>	Tile - Porcelain tile - Budget purposes only. Selections TBD (all carpeted areas) Main lobby/corridor tile to remain	3,937	3.99	15,708.63T
	<b>Materials</b>	Thinset/grout/clips/metal transitions	1	3,400.00	3,400.00T
	<b>Materials</b>	Covebase - 4" Sticks; Rubber Color Black	840	1.29	1,083.60T
	<b>Materials</b>	Covebase Adhesive 30oz	16	8.99	143.84T
	<b>Labor</b>	Demo all existing carpet tile/broadloom; covebase trim	3,550	0.55	1,952.50T
	<b>Labor</b>	Floor Prep - remove all adhesives/cutback; patch as needed	3,550	0.25	887.50T
	<b>Labor</b>	Furniture R&R - move desks/furniture out/around as needed, All firesafes, electronics, personal items, fragile, heirlooms must be removed and reset by client.	9	85.00	765.00T
	<b>Labor</b>	Install new tile	3,937.23	3.75	14,764.61T
	<b>Labor</b>	Install covebase	840	0.50	420.00T
	<b>Disposal Fee</b>	Materials Disposal Fee/Dumpster	1	275.00	275.00T

Turnkey project remodel to remove all existing carpet; covebase and install new carpet tile; covebase.  
 Crew will plan weekend installation to minimize business interruptions.

**SUBTOTAL** 39,400.68  
**TAX (9.75%)** 3,841.57

Porcelain tile - \$43,242.25

**PUBLIC HEARING NOTICE**

NOTICE IS HEREBY GIVEN by the City of Tontitown, Arkansas that the Tontitown City Council will hold a public hearing at the regular meeting of the City Council to be held at Tontitown City Hall located at 235 E. Henri de Tonti Blvd, Tontitown, AR 72762 on September 16, 2025, at 6:00 p.m.

The public hearing will be held for the purpose of hearing public comments about a proposed increase in the Tontitown Sewer Rates. All interested parties shall have an opportunity to be heard concerning the proposed new rates and fees. Copies of the Ordinance establishing new rates and fees for City of Tontitown sewer service are open to public examination in the utility office located at 201 E. Henri de Tonti Blvd in the City of Tontitown and the City Clerk’s office at the Tontitown City Hall and shall remain there prior to the public hearing.

The proposed rates and fees that will be considered by the Tontitown City Council are:

<b><u>Sewer Service</u></b>	<b><u>Current Rates</u></b>	<b><u>Proposed Rates to begin on September 19, 2025</u></b>
RESIDENTIAL - <b>INSIDE CITY</b>	\$10.14 per 1,000 gals.	\$11.15
RESIDENTIAL – <b>OUTSIDE CITY</b>	\$13.70 per 1,000 gals.	\$15.07
COMMERCIAL – <b>INSIDE CITY</b>	\$10.14 per 1,000 gals.	\$12.17
COMMERCIAL – <b>OUTSIDE CITY</b>	\$13.70 per 1,000 gals.	\$15.76
INDUSTRIAL – <b>INSIDE CITY</b>	\$13.46 per 1,000 gals.	\$16.83
INDUSTRIAL – <b>OUTSIDE CITY</b>	\$17.76 per 1,000 gals.	\$22.20
	<b><u>Base Rates Per Month Current</u></b>	
RESIDENTIAL IN/OUTSIDE CITY BASED ON 5/8” METER	\$15.23/\$20.56	\$16.75/\$22.62
COMMERCIAL IN/OUTSIDE CITY BASED ON 5/8” METER	\$15.23/\$20.56	\$17.51/\$23.64
INDUSTRIAL IN/OUTSIDE CITY	\$15.23/\$20.56	\$1000.00/\$1000.00

\*\* If approved by City Council at the regular meeting on September 16, 2025, the new rates will take effect September 19, 2025. The billing period of September 19 through October 20, which will be due November 15, 2025, will include the new rate schedule\*\*

**§ 70.01 ARKANSAS TRAFFIC PROVISIONS ADOPTED BY REFERENCE.**

**A.C. §§ 27-49-101 et seq. through 27-54-101 et seq., as enacted by the General Assembly of the State of Arkansas and presently enforced, as amended, is adopted in its entirety as the law controlling motor vehicles and motor vehicle violations committed within the corporate limits of the City of Tontitown, Arkansas.**

**(Ord. 62, passed 1-6-76)**

**§ 70.02 MAXIMUM WEIGHT LIMIT.**

**(A) *Vehicle load limits.***

**(1) *Maximum single axle load.* The total gross load imposed on any city street roadway by the wheels of any one single axle of a vehicle shall not exceed **20,000 pounds.****

**(2) *Maximum tandem axle load.***

**(a) The total gross load imposed on any city roadway by two or more consecutive axles, shall not exceed **34,000 pounds.****

**(b) No one axle of any such group of two or more consecutive axles shall exceed the load permitted for a single axle.**

**(3) *Total maximum vehicle weight.* No vehicle, or combination of vehicles, shall be operated upon any city roadway when the gross weight is in excess of **80,000 pounds.****

**(4) *Permitted overweight/oversize vehicles.* Vehicles with appropriate up to date oversized and/or overweight permits through the State of Arkansas shall be exempt from this section when appropriate.**

**(B) *Authority to weigh vehicles and require removal of excess loads.***

**(1) (a) Any police officer having reason to believe that the weight of a vehicle and load is unlawful is authorized to require the driver to stop and submit to a weighing, by means of either portable or stationary scales, and may require that the vehicle be driven to the nearest public scales.**

**(b) The provisions of this section shall not be applicable to vehicles owned and operated by the State of Arkansas or any city or county of this state.**

**(2) (a) Whenever an officer, upon weighing a vehicle and load as provided in division (B)(1) of this section, determines that the weight is unlawful, the officer may require the driver to stop the vehicle in a suitable place and remain standing until such portion of the load is removed as may be necessary to reduce the gross weight of the vehicle to the limit permitted under this section.**

**(b) All material so unloaded shall be cared for by the owner or operator of the vehicle at the risk of the owner or operator.**

**(C) *No through trucks.* The Public Works Director and the Chief of Police has the ability to designate streets inside the city limits a no commercial or a no through truck route if the street is not capable of handling trucks based on street size, safety or other reason. These streets will be properly marked with signage to prevent the flow of trucks.**

**(Ord. 2005-9-229, passed 9-12-05; Am. Ord. 2007-02-283, passed 2-6-07; Am. Ord. 2008-11-325, passed 11-4-08; Am. Ord. 2018-09-806, passed 9-4-18)**

# PUBLIC NOTICE

The City of Tontitown, Arkansas is offering the following list of surplus materials for sale by SEALED BID AUCTION. All materials will be sold as is, where it lies. Transportation of the purchased materials will be the responsibility of the successful bidder and must be removed from the premises within 30 days following acceptance of bids by City Council on September 16, 2025. Materials can be viewed prior to bid opening at 1460 West Henri de Tonti Blvd., Tontitown, Arkansas. **The date and time of the bid opening will be Monday, September 1, 2025 at 2:00 PM. Bids received after this time will not be accepted. The location of the bid opening will be Tontitown City Hall, 235 East Henri de Tonti Blvd., Tontitown, Arkansas.**

Bid Item #	STEEL CASING	# PIECES	TOTAL FEET	THICKNESS
#1	48 Inch	42	840	.500
#2	30 Inch	23	460	.375
#3	24 Inch	5	100	.375
#4	16 Inch	3	60	.250
	<b>SEWER PIPE – 30X14 F679 PS115 HW PVC GJ</b>			
#5	30”	135	1890	1.148

Please include the item number for the material(s) that you are bidding on. Quantities listed may not be exact. Your bid must be submitted in per foot unit price. You may bid on one or all of the items listed. **Winning bid will be awarded to the highest per foot offer per item.** If winning bidder does not take all material in the category, remaining quantities will be offered at the per foot winning bid price.

Sealed bids may be submitted in person or by mail to: City of Tontitown, Pipe Bid, Attn: James Clark, P.O. Box 305, Tontitown, AR 72770. If you use FedEx or UPS, you can submit to our physical address, 235 East Henri de Tonti Blvd., Tontitown, AR 72762.

If you have any questions regarding this bid, please contact James Clark at 479-263-9216 or by email at [pwdirector@tontitownar.gov](mailto:pwdirector@tontitownar.gov).

The City of Tontitown reserves the right to refuse any or all bids.

**BID TABULATION**  
**STEEL CASING BID OPENING-SEPTEMBER 1, 2025**

BID ITEM	Wheeler Metals	JJ Merchant	Cost of Pipe-ft		Feet	Value of Pipe	Wheeler Metals	JJ Merchant
#1	\$55.00	\$1.77	\$195.00	48"	840	<b>\$163,800.00</b>	\$46,200.00	\$1,486.80
#2	\$30.00	\$1.77	\$80.00	30"	460	<b>\$36,800.00</b>	\$13,800.00	\$814.20
#3	\$20.00	\$1.77	\$45.00	24"	100	<b>\$4,500.00</b>	\$900.00	\$177.00
#4	\$12.00	\$1.77	\$40.00	16"	60	<b>\$2,400.00</b>	\$480.00	\$106.20
#5		\$0.77	\$187.85	30" PVC	1890	<b>\$355,036.50</b>		\$1,455.30
<b>TOTALS</b>						<b>\$562,536.50</b>	<b>\$61,380.00</b>	<b>\$4,039.50</b>

## 2025

<u>Road Name</u>	<u>Treatment</u>	<u>Length (miles)</u>	<u>Width (ft)</u>	<u>Sq Yd</u>	<u>\$/Sq Yd</u>	<u>Total Cost</u>
Bausinger	ACHM Overlay (2")	0.51	20	5,956	\$20.25	\$120,600.00
Taldo Loop	UTBWC	0.33	18	3,506	\$13.25	\$46,454.50
Taldo Loop	Rejuvenating Fog Seal + Crack Seal	0.69	18	7276.00	\$1.80	\$13,096.80
E Washington Avenue	UTBWC	0.06	18	660	\$13.25	\$8,745.00
Dowell	Rejuvenating Fog Seal + Crack Seal	0.76	20	8862.22	\$1.80	\$15,952.00
Klenc	Rejuvenating Fog Seal + Crack Seal	1.47	20	17,216	\$1.80	\$30,988.00
Pianalto N	Rejuvenating Fog Seal + Crack Seal	0.49	20	5777.78	\$1.80	\$10,400.00
Renalli	Rejuvenating Fog Seal + Crack Seal	0.38	20	4,489	\$1.80	\$8,080.00
Penzo	Rejuvenating Fog Seal + Crack Seal	0.36	20	4268.89	\$1.80	\$7,684.00
Floyd Rd	Leveling + Chip Seal	0.27	18	2830.00	\$7.63	\$21,594.83
	<u>Treatment</u>	<u>Quantity Major</u>	<u>\$/Major</u>	<u>Quantity Minor</u>	<u>\$/Minor</u>	<u>Total Cost</u>
	Pothole Repair	10	\$1,575.00	20	\$425.00	\$24,250.00
		<b>5.32</b>		<b>60,841</b>		<b>\$307,845.13</b>

**BID**

(A) PROJECT IDENTIFICATION: 2025 Pavement Maintenance

(B) CTA JOB # 24100800

(C) THIS BID IS SUBMITTED TO: City of Tontitown

1. The undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. **BIDDER** accepts all of the terms and conditions of the instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for forty-five (45) days after the days of the Bid opening. **BIDDER** will sign the Agreement with the Bonds and other documents required by the Contract Documents within fifteen (15) days after the date of Owner's Notice of Award.
3. In submitting this Bid, **BIDDER** represents, as more fully set forth in the Agreement, that:
  - (a) **BIDDER** has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE	NUMBER
<u>8/25/2025</u>	<u>#1</u>
<u>8/26/2025</u>	<u>#2</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- (b) **BIDDER** has familiarized himself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) **BIDDER** has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and accepts any determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which **BIDDER** is entitled to rely.
- (d) **BIDDER** has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as **BIDDER** considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by **BIDDER** for such purposes.
- (e) **BIDDER** has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities and/or will be required by **BIDDER** in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.04 of the General Conditions.

(f) **BIDDER** has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(g) **BIDDER** has given **ENGINEER** written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the Written resolution thereof by **ENGINEER** is acceptable to **BIDDER**.

(h) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; **BIDDER** has not directly or indirectly induced or solicited any other **BIDDER** to submit a false or sham Bid; **BIDDER** has not solicited or induced any person, firm, or corporation to refrain from bidding; and **BIDDER** has not sought by collusion to obtain for itself any advantage over any other **BIDDER** or the **OWNER**.

(i) The Base Bid shall include all the work called for on the Plans and in the Specifications.

4. Bidder will complete the work for the following prices:

**BID SCHEDULE**

<u>Item No.</u>	<u>Item Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Bid Price</u>	<u>Total Bid Amount</u>
1.0	Light Duty Overlay	740	S.Y.	\$15.50	\$11,470.00

FIFTEEN DOLLARS AND FIFTY CENTS

UNIT BID PRICE WRITTEN IN WORDS

ELEVEN THOUSAND FOUR HUNDRED SEVENTY DOLLARS AND ZERO CENTS

TOTAL BID PRICE WRITTEN IN WORDS

2.0	2" ACHM Overlay (12.5 mm - PG70-22)	9,066	S.Y.	\$18.50	\$167,721.00
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EIGHTEEN DOLLARS AND FIFTY CENTS

UNIT BID PRICE WRITTEN IN WORDS

ONE HUNDRED SIXTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-ONE DOLLARS AND ZERO CENTS

TOTAL BID PRICE WRITTEN IN WORDS

3.0	Crack Seal/Rejuvenating Fog Seal	62,439	S.Y.	\$1.65	\$103,024.35
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ONE DOLLAR AND SIXTY-FIVE CENTS

UNIT BID PRICE WRITTEN IN WORDS

ONE HUNDRED THREE THOUSAND TWENTY-FOUR DOLLARS AND THIRTY-FIVE CENTS

TOTAL BID PRICE WRITTEN IN WORDS

4.0	Leveling & Chip Seal (PG70-22)	2,998	S.Y.	\$18.50	\$55,463.00
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EIGHTEEN DOLLARS AND FIFTY CENTS

UNIT BID PRICE WRITTEN IN WORDS

FIFTY-FIVE THOUSAND FOUR HUNDRED SIXTY-THREE DOLLARS AND ZERO CENTS

TOTAL BID PRICE WRITTEN IN WORDS

5.0	Minor Pothole Repair	100	S.Y.	\$375.00	\$37,500.00
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THREE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS

UNIT BID PRICE WRITTEN IN WORDS

THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS

TOTAL BID PRICE WRITTEN IN WORDS

6.0	Major Pothole Repair	100	S.Y.	\$485.00	\$48,500.00
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FOUR HUNDRED EIGHTY-FIVE DOLLARS AND ZERO CENTS

UNIT BID PRICE WRITTEN IN WORDS

FORTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS

TOTAL BID PRICE WRITTEN IN WORDS

**BID SCHEDULE**

<b><u>Item No.</u></b>	<b><u>Item Description</u></b>	<b><u>Estimated Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Bid Price</u></b>	<b><u>Total Bid Amount</u></b>
7.0	4" White Stripe	25,900	L.F.	\$0.30	\$7,770.00
<b><u>ZERO DOLLARS AND THIRTY CENTS</u></b>					
UNIT BID PRICE WRITTEN IN WORDS					
<b><u>SEVEN THOUSAND SEVEN HUNDRED SEVENTY DOLLARS AND ZERO CENTS</u></b>					
TOTAL BID PRICE WRITTEN IN WORDS					
8.0	4" Yellow Stripe	31,100	L.F.	\$0.30	\$9,330.00
<b><u>ZERO DOLLARS AND THIRTY CENTS</u></b>					
UNIT BID PRICE WRITTEN IN WORDS					
<b><u>NINE THOUSAND THREE HUNDRED THIRTY DOLLARS AND ZERO CENTS</u></b>					
TOTAL BID PRICE WRITTEN IN WORDS					
9.0	Traffic Control	1	L.S.	\$25,500.00	\$25,500.00
<b><u>TWENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS</u></b>					
UNIT BID PRICE WRITTEN IN WORDS					
<b><u>TWENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS</u></b>					
TOTAL BID PRICE WRITTEN IN WORDS					
10.0	Mobilization	1	L.S.	\$15,500.00	\$15,500.00
<b><u>FIFTEEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS</u></b>					
UNIT BID PRICE WRITTEN IN WORDS					
<b><u>FIFTEEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS</u></b>					
TOTAL BID PRICE WRITTEN IN WORDS					

TOTAL CONTRACT PRICE

FOUR HUNDRED EIGHTY-ONE THOUSAND SEVEN HUNDRED SEVENTY-EIGHT DOLLARS AND THIRTY-FIVE CENTS

(USE WORDS)

\$481,778.35

(USE FIGURES)

5. **BIDDER** agrees that the Work will be substantially completed within 45 calendar days after the date when the Contract Time commences to run, as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment within 60 calendar days after the date Contract Time commences to run, as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment

**BIDDER** accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and make a condition of this Bid:

- (a) ✓ Bid Schedule
- (b) ✓ Required Bid Security in the form of:  
5% Bid Bond, 5% Cashier's Check.
- (c) ✓ A Tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.
- (d) ✓ Required Bidder Qualification Statement with supporting data, if specified.
- (e) ✓ Business Relationship Affidavit.
- (f) ✓ Noncollusion Affidavit.

7. Communications concerning this Bid shall be addressed to:

APAC-Central, Inc. - Grant Ferguson

BIDDER'S NAME

755 E Millsap Rd, Fayetteville, AR 72703

BIDDER'S ADDRESS

479-263-9860

BIDDER'S PHONE NUMBER

8. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON August 28th, 2025.

**AN INDIVIDUAL**

\_\_\_\_\_  
(Individual's Signature)

BY \_\_\_\_\_ (Seal)  
(Individual's Name Typed)

doing business as \_\_\_\_\_

Business Address:  
\_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_

**A PARTNERSHIP**

BY \_\_\_\_\_ (Seal)  
(Firm Name)

\_\_\_\_\_  
(General Partner's Signature)

\_\_\_\_\_  
(General Partner's Name Typed)

Business address:  
\_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_

**A CORPORATION**

BY \_\_\_\_\_ APAC-Central, Inc.  
(Corporation Name)

\_\_\_\_\_ Delaware  
(State of Incorporation)

BY \_\_\_\_\_  
(Signature of Person Authorized to Sign)

\_\_\_\_\_ Doug Luetjen  
(Typed Name of Person Authorized to Sign)

\_\_\_\_\_ Operations Manager of Estimating & Construction  
(Title)



\_\_\_\_\_ *[Signature]*  
(Secretary)

Business Address:

755 E Millsap Rd

Fayetteville, AR 72703

Phone No.: 479-587-3300

**A JOINT VENTURE**

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Address)

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Address)

**SUBCONTRACTOR DISCLOSURE**

*Dee Lutz* APAC-Central, Inc.

Pursuant to Arkansas State Law, subcontractors who submit proposals in excess of \$50,000.00 must have a valid, current Arkansas State Contractor's License.

- a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars (\$50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
  - 1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
  - 2. Plumbing;
  - 3. Electrical, indicative of wiring and illuminating fixtures; and
- b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.
- c. The prime contractor shall place the names of each subcontractor in a blank space to be provided below. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named herein by the prime contractor awarded a contract under the provision of this act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

Proposer shall submit the name of any subcontractors proposed, and the subcontractor's State Contractor's License Number (if applicable).

Subcontractor Name	Subcontractor State Contractor's License (if applicable)	Work to be Performed	Answer Y/N Subcontractor's portion exceeds \$50,000.00.
Time Striping, Inc.	0017280626	Striping	NO
Emery Sapp & Sons, Inc.	0017280626	Crack/Fog Seal	YES

# Bidder Qualifications

**General Information:**

Company Bidding:	APAC-Central, Inc.	Contact Person (Name):	Grant Ferguson
Contact Person (Phone):	479-263-9860	Contact Person (Email):	Grant.Ferguson@apac.com
Company Address:	755 E Millsap Rd, Fayetteville, AR 72703		

**Primary Business Activity Description:**

Materials production & Heavy Highway Construction
---

**Bidder possesses a (check if applicable and include additional information below):**

Arkansas Contractors License     Other (List all applicable)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Arkansas Contractors License Number: 0011840426      Expiration Date: 4/30/2026

**Average Number of Employees Per Year – Last 3 Years:**

Year: <u>2024</u>	Year: <u>2023</u>	Year: <u>2022</u>
# of Employees: <u>460</u>	# of Employees: <u>460</u>	# of Employees: <u>460</u>

**Annual Dollar Volume Per Year – Last 3 Years:**

Year: <u>2024</u>	Year: <u>2023</u>	Year: <u>2022</u>
\$ <u>\$50,000,000+</u>	\$ <u>\$50,000,000+</u>	\$ <u>\$50,000,000+</u>

**Largest Contract Currently in Progress:**

Title/Description: ARDOT - Hwy 62 Interchange Improvements

Customer/Owner: ARDOT

Contact Name: Bashar Qedan      Phone: 479-251-9266      Email: Bashar.Qedan@ardot.gov

Dollar Value of Contract: \$ \$66,000,000.00

Scheduled Completion: May 2028

**Current Major Contracts in Progress:**

**1.**

Project Description:	Mill & Overlay		
Project Title:	ARDOT - Hwy 71 Winslow	Size (Dollar Value):	\$6,000,000.00
Customer Contact (Name):	Danny Harris	Phone Number:	479-452-1301
Customer Email:	Danny.Harris@ardot.gov	Estimated Completion Date:	August 2024

2.

Project Description:	Mill & Overlay		
Project Title:	ARDOT - Hwy 71 West Fork	Size (Dollar Value):	\$5,000,000.00
Customer Contact (Name):	Bashar Qedan	Phone Number:	479-251-9266
Customer Email:	Bashar.Qedan@ardot.gov	Estimated Completion Date:	September 2024

3.

Project Description:	Mill & Overlay		
Project Title:	ARDOT - Co Rd 28	Size (Dollar Value):	\$1,000,000.00
Customer Contact (Name):	Bashar Qedan	Phone Number:	479-251-9266
Customer Email:	Bashar.Qedan@ardot.gov	Estimated Completion Date:	September 2024

**Prior Similar Experience References:**

Bidders shall use the spaces below to provide at least three references for whom the Bidder has completed the same or similar Scope of Work for, as stated in the Bidding Documents, within the last five years.

1.

Customer/Location:	City of Bentonville	Size (Dollar Value):	\$1,800,000.00
Type of Work:	Mill & Overlay		
Customer Contact (Name):	Daniel Clardy	Phone Number:	479-381-8400
Completion Date:	July 2024		
Description of Work			
Mill & Overlay J St & Walton Blvd			

2.

Customer/Location:	City of Bentonville	Size (Dollar Value):	\$330,000.00
Type of Work:	Mill & Overlay		
Customer Contact (Name):	Daniel Clardy	Phone Number:	479-381-8400
Completion Date:	November 2023		
Description of Work			
Mill & Overlay Various City of Bentonville Streets			

3.

Customer/Location:	City of Springdale	Size (Dollar Value):	\$2,000,000.00
Type of Work:	Mill & Overlay		
Customer Contact (Name):	James Smith	Phone Number:	479-750-2002
Completion Date:	July 2024		
Description of Work			
Mill & Overlay Various City of Springdale Streets			

**BUSINESS RELATIONSHIPS AFFIDAVIT**

STATE OF ARKANSAS )  
COUNTY OF Washington )

Doug Luetjen, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

N/A

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

N/A

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

N/A

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

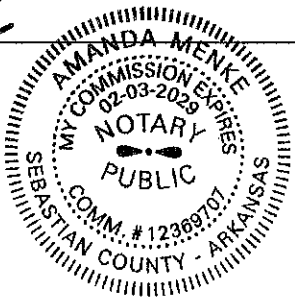
Doug Luetjen NONE

SUBSCRIBED AND SWORN to before me this 28 day of Aug, 2025

Amanda Menke

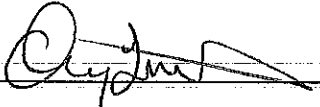
My Commission Expires: 2/3/29

Notary Public



**NONCOLLUSION AFFIDAVIT**

STATE OF ARKANSAS )  
 ) ss.  
COUNTY OF Washington )

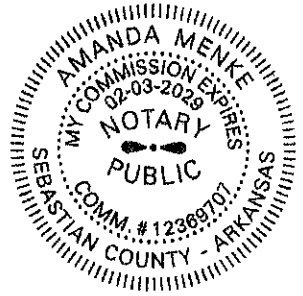
Doug Luetjen , of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of completion by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

APAC-Central, Inc.

SUBSCRIBED AND SWORN to before me this 28 day of Aug, 2025.

  
Notary Public

My Commission Expires:  
2/3/29



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 08252025

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

APAG-Central, Inc.

755 E. Millisap Road  
Fayetteville, AR 72703

### OWNER:

(Name, legal status and address)

City of Tontitown  
235 E Henri De Tonti Blvd  
Tontitown, AR 72770

### SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland

1299 Zurich Way  
Schaumburg, IL 60196-1056  
State of Inc: Illinois

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** 5%

### PROJECT:

(Name, location or address, and Project number, if any)

2025 Pavement Maintenance  
Tontitown, AR  
CTA JOB #24100800

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28 day of August, 2025

*Zandy Wells*  
(Witness)

*[Signature]*  
(Witness)

(Principal)

(Title)

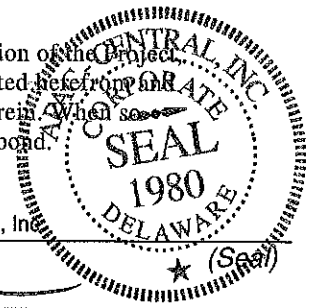
(Surety)

(Title)

APAG-Central, Inc

Fidelity and Deposit Company of Maryland

Doug Luetjen, Attorney-In-Fact



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Brandon Lefevre, Murry Cline, Michael Dugan, Kristopher McClanahan, Michael Eshleman, Doug Luetjen, James Hawkins, Joshua Davis and Doug Fronick, all of Fayetteville, Arkansas, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: Any and all bid bonds issued on behalf of **APAC - Central, Inc. of Fayetteville, Arkansas** each in a penalty not to exceed the sum of \$1,000,000, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of January, A.D. 2023.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 3rd day of January, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Iva Bethea  
Notary Public  
My Commission Expires September 30, 2023

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th day of AUGUST, 2015



*MJ Pethick*

By: Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

# CITY OF TONTITOWN

## FINANCIAL POLICY STATEMENT

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## FISCAL & BUDGET POLICY MEASUREMENT GUIDELINES

Fiscal control and planning are necessary to ensure that the City's current and future finances will remain sound. The following guidelines will be used throughout the budgeting process. Unless so indicated, the budgeted expenses will be determined based on the fiscal & budget policy measurement baseline.

### FISCAL & BUDGET POLICY MEASUREMENT BASELINE:

Total Revenues for each department.

### SPECIFIC POLICY GUIDELINES BY CATEGORY:

**Operating Expenses** — The budget goal or objective is for operating expenses not to exceed 85% of the defined fiscal & budget policy measurement of revenue.

**Capital Expenditures** — The budget goal or objective is for capital expenditures not to exceed 10% of the defined fiscal & budget policy measurement baseline.

**Vehicle & Equipment Replacement Expenditures** — The budget goal or objective is for vehicle and equipment replacement expenditures not to exceed 3% of the defined fiscal & budget policy measurement baseline

**Fund / Financial Reserves** — The budget goal or objective is for a minimum of 2% of the defined fiscal & budget policy measurement baseline to be contributed to reserves on an annual basis.

## OPERATING EXPENDITURE

Operating Expenditures must meet the City's requirements to provide services within the framework of available revenues. The following operating expenditure policies will guide the evaluation and control of the City's appropriations and expenditures.

### OPERATING BUDGET

- The annual operating budget as accepted by the Council will be adhered to in detail unless a conscious management decision is made to deviate from the budget. Any substantial alteration to the budget must be approved by the Council.
- The city will balance operating expenditures with operating revenues unless specifically budgeted otherwise.

## POLICIES

- The city will pay for all current expenditures with current revenues. The city will avoid expenditures at the expense of meeting future year's expenses, such as postponing expenditures, accruing future years' revenues, or rolling over short-term debt.
- The budget will provide for adequate maintenance of capital plant and equipment and for their orderly replacement.
- The budget will provide for adequate funding of all retirement systems.
- The city will maintain a budgetary control system to help it adhere to the budget.
- The Account will prepare regular reports comparing actual revenues and expenditure to budgeted amounts.
- Each year, the city will update capital expenditure projections for the next ten years. Projections will include estimated operating costs of future capital improvements that are included in the capital budget.
- Where possible, the city will integrate performance measurement, productivity indicators, and goals with the budget.

### CAPITAL IMPROVEMENTS PLANNING

Policies for the capital improvements program are intended to encourage planning for future growth and infrastructure repair within the framework of the city's other financial policies.

### CAPITAL IMPROVEMENTS

- The city will make all capital improvements in accordance with an adopted capital improvement program.
- The city will develop a multi-year plan for capital improvements and update it annually.
- The city will enact an annual capital budget based on the multi-year capital improvement plan. Future capital expenditures necessitated by changes in population, changes in real estate development, or changes in economic base will be calculated and included in capital budget projections.

- The city will coordinate development of the capital improvement budget with development of the operating budget. Operating costs associated with new capital improvement will be projected and included in the operating budget.
- The city will use reserves assistance to finance only those capital improvements that are consistent with the capital improvements plan and City priorities, and whose operating, and maintenance costs have been included in operating budget forecasts.
- The city will maintain all its assets at a level adequate to protect the City's capital investment and to minimize future maintenance and replacement costs.
- The city will project its equipment replacement and maintenance needs for the next several years and will update the projection each year. From this projection, a maintenance and replacement schedule will be developed and followed.
- The City will identify the estimated costs and potential funding sources, including grants, for the capital project proposal before it is submitted to the Council for approval.
- The city will determine the least costly financing method for all new projects.

## DEBT MANAGEMENT

The issuance of debt is a necessity for the financing of many major capital improvements. Determining the method and timing for financing is subject to many considerations. The City's debt policies are intended to encourage conservative debt management while maintaining the flexibility to use the various financing mechanisms which are available to the City.

One of the City's financing goals is to minimize as much as possible the impact of debt issuance on citizens, other revenue sources including impact fees will be used, when available, to abate sales tax obligation debt payments. Alternative methods of financing such as revenue bonds, special assessment debt, lease purchase agreements and developer financed improvements by use of use of development and recapture agreements when appropriate, to finance capital improvements.

The costs of financing through the issuance of debt are also affected by the strength of the City's financial position. Bond ratings and investor's bids are influenced by the City's debt management policies. It is the City's goal to maintain debt management policies which

## POLICIES

keep outstanding debt within manageable levels, and which maintain the City's flexibility to issue debt in the case of unusual circumstances beyond the City's control.

### DEBT

- The city will continue long-term borrowing to finance capital improvements or projects that cannot be financed from current revenues.
- When the City finances capital projects by issuing bonds or by lease purchases, it will pay back the bonds within a period not to exceed the expected useful life of the project.
- The city will try to keep the average maturity of sales tax revenue or other revenue bonds at or below 20 years.
- The city will try to keep its per capita general obligation debt at less than \$5,000.
- Annual payments of principal and interest on all long-term debt shall not exceed 20% of total City revenue.
- Annual payments of principal and interest on short-term debt shall not exceed 10% of total City revenue.
- Total debt service for general obligation debt will not exceed 20% of total annual locally generated operating revenue.
- Total general obligation debt will not exceed 60% of the statutory debt limit.
- The city will not use long-term debt to finance current operations.
- The city will retire tax and revenue anticipation debt annually and will retire bond anticipation debt within six months after completion of the project.
- The City will maintain good communications with bond rating agencies about its financial condition. The city will follow a policy of full disclosure on every financial report and bond prospectus.

## REVENUE

The City's revenue policies are intended to provide guidelines for determining the revenues and revenue sources necessary to provide services. It is the City's goal to maintain a diversified, yet stable, revenue system to protect it from possible short-term fluctuations in any of its various revenue sources. An integral factor in the City's ability to maintain a strong revenue supply is the diversity of its tax base and the health of the area economy. Therefore, the City includes in its policies the goal to encourage economic development within the City.

### REVENUES

- The city will try to maintain a diversified and stable revenue system to shelter it from short-run fluctuations in any one revenue source.
- The city will estimate its annual revenues by an objective, analytical process. All projections will be made using analytical techniques designed to produce revenue estimates which are slightly conservative.
- The City will establish all user charges and fees at a level related to the cost of providing the services.
- Each year, the city will recalculate the full costs of activities supported by user fees to identify the impact of inflation and other cost increases.
- The city will automatically revise user fees with the review of the City Council to adjust for the effects of inflation.
- To the degree possible, revenues will be linked to specific expenditure categories to clarify revenue-expenditure relationships.

### RESERVES AND CONTINGENCIES

The maintenance of adequate reserves provides the city with flexibility and security and is an important factor considered by rating agencies and the underwriting community when reviewing City debt issuance.

### RESERVES

- The City will maintain a reserve sufficient to provide for unanticipated expenditures and unforeseen emergencies. This reserve will be maintained at 50% of the general operating funds.

## POLICIES

- The City will maintain the "City Property Improvement/Replacement Fund" and will appropriate funds to it annually to provide for timely replacement of equipment and City property. The amount in the reserve will be maintained at a minimum of \$50, 000. The minimum amount of \$15,000 will be added annually.
- The City will maintain 6 months working cash for the enterprise funds.
- Upon expiration of revenue debt, debt service reserve accounts shall either be maintained to assist future debt issues or be allocated to fund depreciation and equipment replacement.

## INVESTMENT

The City's investment policies are intended to maximize the investment earnings on City funds thereby reducing "Other Source" revenue requirements.

### INVESTMENT PRACTICES

- Investments shall be selected under the prudent investor rule. The criteria are safety, liquidity, and value in that order.
- The persons responsible for carrying out the investment operations shall report periodically to the Mayor and Council to provide information and insight into the handling of investments,
- Investments shall be undertaken to attain the best possible rate of return considering risk constraints and cash flow characteristics.
- Funds held for future capital projects shall be invested in investments that will produce enough income to offset inflationary construction costs yet will not be exposed to price fluctuations which may jeopardize the ability to meet stated objectives.
- The City will determine the cash flow needs of all funds on a regular basis. Disbursements, collections, and deposits of all funds will be scheduled to insure maximum cash availability.
- When permitted by law, the City will pool cash from several different funds for investment purposes.
- The city will invest all its idle cash on a continuous basis.

- The City will analyze market conditions and investment securities as needed to determine what yield can be obtained.
- The accounting system will provide regular information concerning cash position and investment performance.
- The City will require regular financial reporting on an annual basis by its financial servicing institutions.

**ORDINANCE NO. 2025-\_\_**

**CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS**

**AN ORDINANCE TO AMEND SECTION 110.02(B): APPLICATIONS FOR LICENSES AND SUSPENSION OR REVOCATION OF THE TONTITOWN MUNICIPAL CODE; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES.**

**WHEREAS**, the City Council for the City of Tontitown has adopted regulations for applications for licenses and suspension or revocation, which are codified in Section 110.02 of the Tontitown Municipal Code; and

**WHEREAS**, it has become apparent to the City Council for the City of Tontitown, that a need exists to amend Section 110.02(B): Applications for Licenses and Suspension or Revocation for the purpose of establishing updated regulations and procedures, as set forth in the attached Exhibit “A”; and

**WHEREAS**, after review and consideration of the proposed amendment, the Tontitown City Council has determined that it is in the best interest and benefit of the community to amend Section 110.02(B): Applications for Licenses and Suspension or Revocation of the Tontitown Municipal Code, as set forth in the attached Exhibit “A”.

**NOW THEREFORE, BE IT ENACTED, BY THE CITY COUNCIL FOR THE CITY OF TONTITOWN, ARKANSAS:**

**Section 1.** Section 110.02(B): Applications for Licenses and Suspension or Revocation of the Tontitown Municipal Code is hereby amended, as set forth in the attached Exhibit “A”.

**Section 2.** The rest and remainder of the Tontitown Municipal code not specifically amended herein remains in full force and effect.

**Section 3.** In the event that any section, paragraph, subdivision, clause, phrase, or other provision or portion of this Ordinance shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Ordinance as a whole, or any part or provision, other than the part so decided to be invalid or unconstitutional, and the remaining provisions of this Ordinance shall be construed as if such invalid, unenforceable or unconstitutional provision or provisions had never been contained herein provisions of this Ordinance shall be construed as if such invalid, unenforceable or unconstitutional provision or provisions had never been contained herein.

**Section 4.** Declaration of Emergency. It is hereby found and determined that Section 110.02(B): Applications for Licenses and Suspension or Revocation of the Tontitown Municipal Code should be immediately amended in its entirety in order to provide updated regulations and procedures. Therefore, an emergency is declared to exist, and this act, being immediately necessary for the preservation and protection of the public peace, health, safety and welfare of the City and its citizens, shall become effective on the date of its passage and approval by the Mayor.

**PASSED AND APPROVED** this \_\_\_\_ day of September 2025.

APPROVED:

\_\_\_\_\_  
Angela Russell, Mayor

ATTEST:

\_\_\_\_\_  
Rhonda Ardemagni, City Clerk-Treasurer  
(SEAL)

§ 110.02 APPLICATIONS FOR LICENSES AND SUSPENSION OR REVOCATION.

(A) Applications for all licenses required by this chapter shall be made in writing to the city on using an application form that is provided by the City of Tontitown for that purpose. Each application shall state the name of the applicant, the names of all owners, all names used in business, state and federal tax identification numbers, address of principal location, addresses of all annexes or any other buildings related to business, the number of buildings occupying each address, the number of individuals employed at each address, the type of business, type of materials used or stored at each address, the time covered and the fee to be paid, and each application shall contain any such additional information as may be needed for the proper guidance of the city officials in issuing the license applied for.

(B) All applications required hereunder shall be kept and filed by the Community Development Director or designee with the city planning department and bear the signature of the appropriate designated official.

(C) (1) Any person or entity which is granted a license under this chapter may have said license revoked or suspended if the Community Development Director or designee has reason to believe that grounds exist to justify the suspension or revocation of a business license. Such grounds that could support the suspension or revocation of a license include:

(a) The license holder is operating the business in a dangerously unsanitary or unhealthy manner, or in such a manner as to unreasonably and adversely affect the peace, health or safety of neighbors or others in the city.

(b) The premises are a fire hazard or otherwise unsafe for occupancy because of violations of building, property maintenance or fire codes.

(c) The business is being operated in violation of any federal, state or local law or regulation, including city ordinances and regulations, or has had a necessary state or city license suspended or revoked.

(d) The business license was procured through fraud or misrepresentation.

(2) If the Community Development Director or designee has reason to believe the grounds exist that could justify the suspension or revocation of a license, a letter sent by first class mail shall be sent to the business mailing address shown on the application notifying the business owner of the possible grounds to suspend or revoke the license and notifying the business of the time and place of a due process hearing which shall be set not less than five days and no more than ten days of the date of the letter.

(3) The Mayor shall designate the appropriate city official or agent as the hearing officer to conduct the due process hearing, and this official or agent shall receive and hear

evidence from city employees or others regarding the grounds to suspend or revoke the license. The license holder shall be provided a reasonable opportunity to explain or provide evidence to rebut any allegations and to show why the license should not be suspended or revoked. The hearing officer shall then make one of the following determinations based on the severity of the allegations:

(a) Revoke the license.

(b) Suspend the license for not more than 30 days.

(c) Place the license in probation statute for not more than 90 days on condition that the grounds leading to the due process hearing will be remedied by the business owner and not allowed to reoccur. If the business is found to be compliance with the terms of the probation, the probation status shall be lifted by the hearing officer and no further action shall be taken. If the hearing officer determines that the business has failed to be in compliance with the terms of the probation or if new grounds for suspension or revocation have occurred, the hearing officer shall conduct a second due process hearing and consider all previous evidence, hear new any evidence, and shall provide the license holder a reasonable opportunity to explain or provide evidence to rebut the allegations. At the conclusion of the second due process hearing, the hearing officer shall decide whether or not the license shall be suspended or revoked.

(d) Refuse to revoke or suspend the license.

(4) Any person or entity whose license has been suspended or revoked may appeal such suspension or revocation to the City Council by providing a letter to the City Clerk-Treasurer for the City Council to review the decision within ten days of the issuance of the suspension or revocation. The City Council shall then hear the appeal at the next available City Council meeting following the receipt of the appeal. The license holder shall be notified by first class mail of the date and time of the hearing and shall be afforded a reasonable opportunity to present evidence, testimony and to provide explanations to the City Council on whether or not the license should be suspended, revoked or that no suspension or revocation is warranted.

(5) Any business or former license holder whose license granted under this chapter is revoked or suspended may not operate or conduct said business within the city limits, until such time as the license is reinstated or a new license is issued. In addition to any other remedy, fine, or enforcement available to the city, if any business or other license holder continues to operate or conduct business in the city limits, without the required license following revocation or suspension of said license, the city may seek an injunction in a court of competent jurisdiction to prevent the former license holder from operating without a license.

(6) Any business which operates or conducts business within the city limits without the license required by this chapter may be issued a Notice to Cease and Desist. Such Notice to Cease and Desist shall be issued by the Community Development Director or designee

and sent by first class mail shall be sent to the business mailing address shown on the application. The Notice of Cease and Desist may also be provided by to the business by personal delivery to the owner of the business or managing agent of the business as noted on the application, or by placing a copy of the Notice on the door of the business. In addition to any other remedy, due, or enforcement available to the city, if any business continues to operate or conduct business in the city limits, without the required license or following service of the notice, the city may seek an injunction in a court of competent jurisdiction to prevent the business from operating without a license.

(Ord. 141A, passed 4-4-00; Am. Ord. 2012-01-03-386, passed 1-3-12; Am. Ord. 2022-08-997, passed 8-1-22)

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(a) The license holder is operating the business in a dangerously unsanitary or unhealthy manner, or in such a manner as to unreasonably and adversely affect the peace, health or safety of neighbors or others in the city.

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(c) The business is being operated in violation of any federal, state or local law or regulation, including city ordinances and regulations, or has had a necessary state or city license suspended or revoked.

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