



**DIVISION OF  
ENVIRONMENTAL QUALITY**

**EXHIBIT C**

Sarah Huckabee Sanders  
GOVERNOR

Shane E. Khoury  
SECRETARY

February 2, 2024

**VIA EMAIL**

Sen. Terry Rice, Co-Chair  
Rep. Jeff Wardlaw, Co-Chair  
Arkansas Legislative Council  
EMAIL: [jeff@jeffwardlaw.com](mailto:jeff@jeffwardlaw.com)  
[Terry.Rice@senate.ar.gov](mailto:Terry.Rice@senate.ar.gov)

Sen. Rice and Rep. Wardlaw:

Act 713 of 2023 established four consolidated Used Tire Programs (UTP) and required each UTP to develop business plans justifying reimbursement rates for the new entity. Act 713 also created a requirement that all revised UTP business plans resulting in reimbursement rate increases be subject to review by Legislative Council. *See* Ark. Code Ann. § 8-9-408(f). The Department of Energy and Environment - Division of Environmental Quality (DEQ) completed its review of the four new tire district business plans, and the Pollution Control and Ecology Commission (PC&EC) approved these new plans last week.

Per the statute, the tire business plans are now subject to review by the Legislative Council. I have enclosed with this correspondence the following documents for Legislative Council's review:

1. Proposed business plans for each of the four tire districts;
2. DEQ's recommendation letter to PC&EC; and
3. PC&EC's Minute Order approving the four Proposed Business Plans.

If you need any additional information, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Caleb J. Osborne".

Caleb J. Osborne  
Division of Environmental Quality, Director  
Chief Administrator, Environment  
Arkansas Department of Energy & Environment

Encl. (3)

cc: Ms. Marty Garrity, [garritym@blr.arkansas.gov](mailto:garritym@blr.arkansas.gov)



## DIVISION OF ENVIRONMENTAL QUALITY

Sarah Huckabee Sanders  
GOVERNOR

Shane E. Khoury  
SECRETARY

January 12, 2024

Al Eckert, Chairman  
Arkansas Pollution Control and Ecology Commission  
3800 Richards Rd., North Little Rock, AR 72117

Dear Chairman Eckert,

Act 713 of 2023 amended the Used Tire Recycling and Accountability Act, Ark. Code Ann. § 8-9-401 *et seq.* by creating four (4) new Used Tire Programs and directing them to establish new reimbursement rates justified by approved business plans. These new rates will be considered increases which, according to the law, must be approved by Department of Energy and Environment, Division of Environmental Quality (DEQ), Ark. Code Ann. § 8-9-410(c)(2); approved by the Arkansas Pollution Control and Ecology Commission (PC&EC), Ark. Code Ann. § 8-9-405(e)(3)(A); and reviewed by the Arkansas Legislative Council, Ark. Code Ann. § 8-9-408(f).

In accordance with Ark. Code Ann. § 8-9-410(c)(2), as amended by Act 713, DEQ is tasked with reviewing business plan submittals by each tire program and approving or seeking additional information within sixty (60) days. DEQ timely received the submitted plans and requested additional information from each of the Used Tire Programs. Following receipt of additional information and updated proposed reimbursement rates, DEQ has now completed this review.

DEQ proposes to approve each of the submitted business plans. However, DEQ notes that all proposed rates exceed \$2.31, the amount identified by Arkansas Legislative Audit as the remaining available funds after statutorily authorized fees are collected by the Department of Finance and Administration, tire retailers, and DEQ. Even with DEQ's voluntary forbearance of certain program administration fees and electing not to undertake abatement projects, the \$2.57 amount that would remain is insufficient to ensure adequate funds remain available for full reimbursement for Used Tire Programs.<sup>1</sup>

Because each program's rate exceeds the amount Legislative Audit has confirmed can be supported by collected revenues, Used Tire Programs must understand payments for reimbursement may at some point enter the *pro rata* payment methodology provided in Ark. Code Ann. § 8-9-405(e)(2). Based on historic tire processing rates and recent revenue trends for rim removal fees, DEQ estimates the program could be subject to *pro rata* reimbursement as early as late calendar year 2024 or early 2025.

Because these are plans for newly created programs which constitute rate increases for each program, under Ark. Code Ann. § 8-9-405(e)(3)(A), the PC&EC must approve the proposed plans before they become effective. With this letter, DEQ shares their proposed approval decision for PC&EC's review and approval.

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<sup>1</sup> DEQ has included an attachment with this letter that includes the proposed reimbursement rates for each Used Tire Program (Table 1) and a copy of Legislative Audit's calculation of fees available for reimbursement (Table 2).

In addition to this letter, DEQ has submitted copies of the proposed business plans from each Used Tire Program for the PC&EC's review and approval. Likewise, DEQ has provided a copy of the January 13, 2023 Legislative Audit report which provides useful context for understanding the funding of the program and availability of reimbursement rates.

Sincerely,

A handwritten signature in black ink, appearing to read 'Caleb J. Osborne', with a long horizontal flourish extending to the right.

Caleb J. Osborne  
Division of Environmental Quality, Director  
Chief Administrator, Environment  
Arkansas Department of Energy & Environment

cc:

**Tire Program 1**

Roxie Hall, Mayor, City of Ozark  
Robyn Reed, Executive Director

**Tire Program 2**

Barry Hyde, Pulaski County Judge  
Craig Douglass, Executive Director

**Tire Program 3**

Darryl Mahoney, Garland County Judge  
Mitch Noble, Executive Director

**Tire Program 4**

Eddie Best, Arkansas County Judge  
Shane Knight, Executive Director

**Table 1:**

Used Tire Program	Proposed Reimbursement Rate
No. 1 – Northwest	\$2.82
No. 2 – Northeast	\$2.86
No. 3 – Southwest	\$2.80
No. 4 - Southeast	\$2.90

**Table 2:** This table is recreated from Legislative Audit’s January 13, 2023 Report, p. 5, on DEQ and used tire program reimbursement. Shading and color have been added for readability.

Arkansas Legislative Audit’s Calculation of Waste Tire Fees Available for Reimbursement to Used Tire Programs as of June 30, 2022		
Description	Amounts	Ark. Code Ann. Authorization
Waste Tire Fee (Rim Removal Fee) per tire	\$3.00	§ 8-9-404(a)(3)(A)
Tire Retailer Administrative Fee (up to 5%)	(0.15)	§ 8-9-404(a)(5)(B)
Subtotal – after Retailer Administrative Fee	2.85	
DFA Service Charge (3%)	(0.09)	§ 19-5-1148(b)(3)(B)
Subtotal – after DFA Service Charge	2.76	
DEQ Fee Trust Fund (7%)	(0.19)	§ 8-9-404(b)(1)(B)
Subtotal – Deposited to Used Tire Recycling Fund (93%)	2.57	§ 8-9-404(b)(1)(A)
DEQ Fees (up to 10%)	(0.26)	§ 19-5-1148(c)(2)
Waste Tire Fee Available for Reimbursement to Programs	\$2.31	

# Arkansas

**Sen. David Wallace**  
Senate Chair  
**Sen. John Payton**  
Senate Vice Chair



**Rep. Jimmy Gazaway**  
House Chair  
**Rep. Richard Womack**  
House Vice Chair

**Roger A. Norman, JD, CPA, CFE, CFF**  
Legislative Auditor

## **LEGISLATIVE JOINT AUDITING COMMITTEE** **ARKANSAS LEGISLATIVE AUDIT**

**TO:** Auditee

**FROM:** Kim Williams, CPA, CFE, CFF  
Assistant Legislative Auditor

**DATE:** January 13, 2023

**SUBJECT:** Legislative Joint Auditing Committee Review Of:

With the approval of the Co-Chairs of the Legislative Joint Auditing Committee, we are early releasing the report listed below. .

Department of Energy and Environment –  
Division of Environmental Quality and Used Tire Programs  
Review of Selected Policies, Procedures, and Transactions Pertaining to Waste Tires  
For the Period July 1, 2021 through August 31, 2022

This report will be presented to the full membership of the Legislative Joint Auditing Committee for its review at a later date.

If you should have any questions or comments regarding this matter, please feel free to contact us.

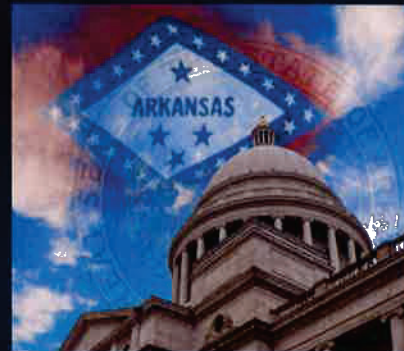
# Special Report

## Arkansas Legislative Audit

### Review of Selected Policies, Procedures, and Transactions Pertaining to Waste Tires

Department of Energy and Environment —  
Division of Environmental Quality and  
Used Tire Programs

For the Period July 1, 2021 through August 31, 2022



## INTRODUCTION

This report is issued pursuant to a request, approved by the Executive Committee of the Legislative Joint Auditing Committee (LJAC), for Arkansas Legislative Audit (ALA) to review the processes used by the Department of Energy and Environment – Division of Environmental Quality (DEQ) for distributing waste tire fees to Used Tire Programs (Programs) and to conduct special procedures for, and review selected transactions of, the Programs in the State.

Specific concerns were whether applicable sections of Arkansas Code were followed by the Department of Finance and Administration (DFA) when collecting and distributing waste tire fees and by DEQ in its expenditure of the fees and distributions to the Programs. Other matters of interest included whether DEQ was reimbursing Programs more than the amounts collected per tire and how Programs were using their funds to operate.

## HIGHLIGHTS OF REPORT

- After allowable reductions in the \$3 waste tire fees collected, the Division of Environmental Quality (DEQ) has \$2.31 (break-even point) remaining as a per-tire fee to reimburse the Used Tire Programs (Programs). As of June 30, 2022, 8 of the 10 Programs were reimbursed at a per-tire amount greater than the break-even point. See **Exhibit II on page 5**.
- Act 317 of 2017 established the Used Tire Recycling Fund, from which \$32.98 million (>93%) of waste tire fees collected have been distributed to the Programs, primarily for normal quarterly reimbursements, based on the number of tires processed. See **Exhibits III and IV on pages 6 and 7**, respectively.
- For the quarter ended June 30, 2022, DEQ paid approximately 68% of each Program's request, due to insufficient funds available in the Used Tire Recycling Fund. In October 2022, Arkansas Legislative Council approved a \$1 million transfer from the Restricted Reserve Fund to DEQ to assist with paying the remaining balances for the quarter. See **Exhibit IV on page 7**.
- ALA noted no exceptions regarding waste tire revenue distributions by the Department of Finance and Administration (DFA) to the Used Tire Recycling Fund and the DEQ Fee Trust Fund and issued no findings for DEQ.
- ALA staff issued findings for 7 of the 10 Programs.
- A summary of information for the 10 Programs is provided in **Schedule 1 on page 17**, and **Schedule 2 on pages 18-19** provides information regarding sources and uses of funds for the fiscal year ended June 30, 2022.

## ARKANSAS LEGISLATIVE AUDIT

500 Woodlane Street, Suite 172, Little Rock, AR 72201

Phone: 501-683-8600 • Fax: 501-683-8605

[www.arklegaudit.gov](http://www.arklegaudit.gov)

Report ID: SPSR00622

Report Date: January 9, 2022



## **OBJECTIVES**

Objectives of this review pertaining to DEQ were to:

- Determine and review the methods used to reimburse Programs for waste tires collected and processed.
- Analyze activity in the Used Tire Recycling Fund maintained by the State Treasury.
- Gain an understanding of the DEQ Fee Trust Fund.
- Assess reasonableness of the waste tire fees collected by DFA and distributed to DEQ.
- Determine if the number of tires for which the waste tire fee was collected is reasonable when compared to the number of tires submitted for reimbursement by the Programs.
- Obtain and report waste tire reimbursement rates as of June 30, 2022.

Objectives of this review pertaining to the waste tire accounts of the Programs were to:

- Review financial records maintained by the Programs, including bank statements, financial statements, journals/ledgers, and invoices, where applicable.
- Review Program business plans and reimbursement rates.
- Determine Program sources and uses of funds.

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## **SCOPE AND METHODOLOGY**

This review was conducted primarily for the period July 1, 2021 through August 31, 2022.

For DEQ, ALA staff reviewed supporting documentation for all reimbursements to the Programs to ensure reimbursements were in accordance with Arkansas Code and at the approved business plan rate. To summarize financial information for the Used Tire Recycling Fund, ALA staff obtained data from the Arkansas Administrative Statewide Information System (AASIS). ALA staff applied Arkansas Code to calculate the amount available to reimburse Programs for waste tire processing.

For the Programs, ALA staff reviewed applicable financial records, Board of Directors (Board) meeting minutes, business plans, contracts, documents filed with DEQ to obtain reimbursements, related party transactions, and audit reports prepared by private certified public accounting (CPA) firms.

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## **BACKGROUND**

### **Prior to Act 317 of 2017**

In 1991, the General Assembly passed laws to protect the public health and the State's environmental quality by setting and implementing standards to be followed in the hauling, storage, recycling, and disposal of waste tires. A waste tire fee of \$1.50 for each new tire sold was assessed to the purchaser. In addition, a fee of \$1 was imposed on all waste tires imported into Arkansas. These rates have increased at varying increments due to the passage of subsequent legislation.

### **Act 317 of 2017 – Used Tire Recycling and Accountability Program (TAP)**

Effective January 1, 2018, Act 317 of 2017 (Act) amended the previous waste tire law and created the Used Tire Recycling and Accountability Program (TAP). The Act required Arkansas to implement an accountable, effective, and efficient used tire program for recyclable tires, waste tires, and used tires culled for resale. The primary goal of TAP is to recycle or put to beneficial use as many tires as possible.



## **RESULTS OF REVIEW: DIVISION OF ENVIRONMENTAL QUALITY**

### **Waste Tire Fees Collected and Amount Available for Reimbursements to the Programs**

#### *Waste Tire Fee Revenue*

The Act requires the collection of a flat waste tire fee on all tires removed from a rim (\$3 for new tires and \$1 for used tires). The majority of collections over the past five years have been obtained by tire retailers on new tires. The tire retailers pay the fees collected to DFA monthly, after retaining 5% for administrative costs. After deducting a special revenue fee of 3%, DFA deposits 93% into the **Used Tire Recycling Fund** (the fund used to account for the activity of TAP) and 7% into the **DEQ Fee Trust Fund** (a fund used for DEQ operations into which DEQ deposits various fees).

Each tire retailer submits a monthly waste tire return form to DFA that shows the number of tires (new or used) on which the retailer collected fees, as well as the total fees remitted to DFA. To test the reasonableness of the total waste tire revenues, ALA staff performed a calculation by multiplying the number of tires (according to the retailer monthly return forms) by the per tire amount remitted (\$2.85 for new tires). The calculated amount was within 0.5% of the amount DFA actually collected.

To test the reasonableness of the waste tire revenue distributions by DFA to both the Used Tire Recycling Fund and the DEQ Fee Trust Fund, ALA staff calculated the amount of fees that should have been distributed by DFA and compared this amount to the actual revenues in each fund. No exceptions were noted.

#### *Waste Tire Fee Available for Reimbursement to Programs (DEQ Break-even Point)*

As shown in **Exhibit II on page 5**, after all reductions allowed by Arkansas Code in the \$3 waste tire fees collected, DEQ has \$2.31 (break-even point) remaining as a per-tire fee to reimburse the Programs. As of June 30, 2022, based on approved Program business plans, 2 of the 10 Programs had reimbursement rates that were less than \$2.31, and the remaining 8 Programs' reimbursement rates ranged from \$2.34 to \$3.12. As a result, these 8 Programs are reimbursed at a per-tire amount that is greater than the \$2.31 break-even point. See **Schedule 1 on page 17** for each Program's reimbursement rate.

#### *Used Tire Recycling Fund*

The Used Tire Recycling Fund was established in accordance with the Act to account for the activity of the TAP. In addition to the waste tire fees collected over the years, the Act also transferred approximately \$2 million from the waste tire program established in 1991 to the Used Tire Recycling Fund in January 2018.

Per the Act, DEQ shall use at least 90% of the funds available in the Used Tire Recycling Funds to:

- Reimburse the Programs that have submitted a business plan for operations approved by DEQ.
- Administer the TAP.
- Perform other duties under the Act.

DEQ may use up to 10% of the funds available in the Used Tire Recycling Fund for:

- Waste tire site abatement aid.
- Development, implementation, and maintenance of the electronic uniform used tire manifest system.
- Market and economic stimulus incentives.

## Exhibit II

**Department of Energy and Environment – Division of Environmental Quality (DEQ)  
Used Tire Recycling and Accountability Program (TAP)  
Calculation of Waste Tire Fees Available for Reimbursement to Used Tire Programs  
As of June 30, 2022**

Description	Amounts	Ark. Code Ann. Authorization
Waste tire fee (rim removal fee) per tire	\$ 3.00	§ 8-9-404(a)(3)(A)
Tire retailer administrative fee (up to 5%)	(0.15)	§ 8-9-404(a)(5)(B)
Subtotal - after retailer administrative fee	2.85	
DFA service charge (3%)	(0.09)	§ 19-5-1148(b)(3)(B)
Subtotal - after DFA service charge	2.76	
DEQ Fee Trust Fund (7%)	(0.19)	§ 8-9-404(b)(1)(B)
Subtotal - Deposited to Used Tire Recycling Fund (93%)	2.57	§ 8-9-404(b)(1)(A)
DEQ Fees (up to 10%)	(0.26)	§ 19-5-1148(c)(2)
<b>Waste Tire Fee Available for Reimbursement to Programs</b>	<b>\$ 2.31</b>	
DFA: Department of Finance and Administration		

Source: Arkansas Code Annotated (unaudited by Arkansas Legislative Audit)

#### DEQ Fee Trust Fund

According to AASIS, the DEQ Fee Trust Fund had available cash and investments at June 30, 2022, totaling \$13,166,793. As of August 31, 2022, cash and investments totaled \$12,360,932. Along with 7% of waste tire fees, other DEQ fees, such as pollution control and storage water fees, are deposited in the DEQ Fee Trust Fund, which is used for operating expenses of DEQ.

#### Used Tire Recycling Fund Reimbursements to Programs and Other Financial Activity

**Exhibit III on page 6** summarizes the financial activity of the Used Tire Recycling Fund for the period July 1, 2017 through August 31, 2022. The available cash in the Used Tire Recycling Fund was \$1,520,331 and \$1,425,815 as of June 30, 2022, and August 31, 2022, respectively.

For the five fiscal years ended June 30, 2022, gross waste tire fees totaling \$36,470,577 were deposited in the Used Tire Recycling Fund. DFA imposed and retained a 3% special revenue fee totaling \$1,130,588 on these collections. Reimbursements to the Programs totaled \$32,977,825, and DEQ expenditures, mostly comprised of salary expense, totaled \$3,170,151.

Three levels of quarterly funding are available to the Programs, depending on the amount of waste tire fees collected:

- Level 1 funding consists of reimbursement for disposing of used tires at the approved business plan rates.
- Level 2 funding is disbursed to an eligible inter-district used tire program for assistance with funding an illegal dumps control office position (only if funds are available after all Level 1 funding obligations are paid).
- Level 3 funding is disbursed to an eligible used tire program for equipment purchases, repairs, or maintenance scheduled or planned at least six months before and included in the business plan or revised business plan of the used tire program (only if funds are available after all Level 1 and Level 2 funding obligations are paid).

## Review of Selected Policies, Procedures, and Transactions Pertaining to Waste Tires

### Exhibit III

#### Department of Energy and Environment–Division of Environmental Quality (DEQ) Used Tire Recycling and Accountability Program (TAP) Used Tire Recycling Fund – Summary of Financial Information For the Period July 1, 2017 through August 31, 2022

	Fiscal Year Ended June 30,					Five Fiscal-Year Totals	July 1 - August 31 2022
	2018	2019	2020	2021	2022		
Total Cash on Hand - Beginning	\$ 0	\$ 1,655,905	\$ 1,091,116	\$ 1,577,595	\$ 2,154,068	\$ 0	\$ 1,520,331
Revenues:							
Waste tire fees	5,775,841	7,304,604	7,692,070	7,859,246	7,838,816	36,470,577	1,437,966
Other	3,364	888	10,610	10,000		24,862	
Service charges - DFA	(179,051)	(226,443)	(238,454)	(243,637)	(243,003)	(1,130,588)	(44,577)
Net Revenues Collected	5,600,154	7,079,049	7,464,226	7,625,609	7,595,813	35,364,851	1,393,389
Expenditures:							
Used Tire Programs							
Assistance, grants, & aid	5,404,031	6,985,326	6,626,918	6,374,723	7,586,827	32,977,825	1,364,368
DEQ Expenditures:							
Salary expense	460,001	619,886	612,741	576,526	611,115	2,880,269	123,537
Refunds, taxes, & claims		3,776	12,639	100,835	20,000	137,250	
Capital outlay		54,918				54,918	
Professional services & fees		27,500	11,700	1,257	1,200	41,657	
Other	8,205	6,900	13,749	15,795	11,408	56,057	
Total - DEQ Expenditures	468,206	712,980	650,829	694,413	643,723	3,170,151	123,537
Total Expenditures	5,872,237	7,698,306	7,277,747	7,069,136	8,230,550	36,147,976	1,487,905
Transfers:							
Transfer from Waste Tire Grant Fund	1,983,006					1,983,006	
Transfer from Marketing Recyclables Program Fund			300,000			300,000	
Other transfers - net	(55,018)	54,468		20,000	1,000	20,450	
Total Net Transfers	1,927,988	54,468	300,000	20,000	1,000	2,303,456	
Total Cash on Hand - Ending	\$ 1,655,905	\$ 1,091,116	\$ 1,577,595	\$ 2,154,068	\$ 1,520,331	\$ 1,520,331	\$ 1,425,815

DFA: Department of Finance and Administration

Source: Arkansas Administrative Statewide Information System (AASIS) (unaudited by Arkansas Legislative Audit)

If there are insufficient funds available in a quarter to make reimbursements for all submitted requests under any funding level, then, according to Ark. Code Ann. § 8-9-405(e)(2), DEQ can allocate the reimbursements based on a pro rata share of each Program's reimbursement request compared to the total funds available.

It should be noted that payments for the quarter ended June 30, 2022 (paid in August 2022), were not paid in full. DEQ paid approximately 68% of each Program's request, due to insufficient funds available in the Used Tire Recycling Fund. On October 21, 2022, Arkansas Legislative Council approved a \$1 million transfer from the Restricted Reserve Fund to DEQ to assist with paying the remaining balances for the quarter ended June 30, 2022, which were paid as of November 21, 2022.

**Exhibit IV** provides reimbursements to the Programs for the period July 1, 2017 through November 21, 2022. Of the funds collected, more than 93% have been distributed to the various Programs, primarily for normal quarterly reimbursements, at approved business plan rates, based on the number of tires processed. Minimal reimbursements to the Programs have occurred for Level 2 and 3 funding, extra-large tires, and abatements (approximately \$450,000 for FY2022). The remaining expenditures are DEQ administrative expenses.

For all TAP reimbursements paid to Programs for the period July 1, 2021 through November 21, 2022, ALA staff reviewed supporting documentation for the number of tires processed and the approved business plan rates and noted no exceptions.

ALA staff also compared the number of tires processed (according to the Programs' TAP quarterly progress reports) to the number of tires on which fees were collected (according to the monthly return forms submitted to DFA by tire retailers). A difference of less than 6% was noted, which could be due to the timing of when tires are sold and when they are processed by the Programs. Also, tires awaiting processing could have accumulated at the tire retailers or at the Programs.

#### Exhibit IV

##### Department of Energy and Environment – Division of Environmental Quality (DEQ) Used Tire Recycling and Accountability Program (TAP) Used Tire Recycling Fund – Reimbursements to Used Tire Programs For the Period July 1, 2017 through November 21, 2022

Name of Used Tire Program	For Fiscal Year Ended June 30,					Five Fiscal-Year Totals	Quarter Ended June 30, 2022		
	2018	2019	2020	2021	2022		Requested (Note 1)	August (Note 2)	November (Note 3)
Benton County	\$ 251,723	\$ 358,154	\$ 404,667	\$ 395,004	\$ 524,834	\$ 1,934,382	\$ 166,785	\$ 113,467	\$ 53,318
Boston Mountain	414,693	607,806	617,020	584,131	658,108	2,881,758	186,825	127,100	59,725
Carroll County				31,655	59,445	91,100	14,732	10,022	4,710
Craighead County	210,378	261,925	229,792	234,435	284,233	1,220,763	63,713	43,345	20,368
Ozark Mountain	304,858	445,278	455,596	263,777	343,322	1,812,831	66,834	45,468	21,366
Pulaski County Inter-District	1,222,160	1,817,724	1,820,779	1,950,173	2,819,049	9,629,885	808,520	550,049	258,471
Southeast	360,316	514,789	376,406	417,065	606,802	2,275,378	119,184	81,083	38,101
Upper-Southwest Inter-District	424,281	787,797	655,478	673,782	826,382	3,367,720	200,728	136,559	64,169
West River Valley Inter-District	897,711	893,212	816,147	731,926	864,176	4,203,172	212,241	144,391	67,850
White River	698,226	664,832	581,822	573,728	600,476	3,119,084	165,929	112,884	53,045
East (Note 4)	390,100	633,809	669,211	519,047		2,212,167			
Southwest (Note 5)	229,585					229,585			
<b>Grand Totals</b>	<b>\$ 5,404,031</b>	<b>\$ 6,985,326</b>	<b>\$ 6,626,918</b>	<b>\$ 6,374,723</b>	<b>\$ 7,586,827</b>	<b>\$ 32,977,825</b>	<b>\$ 2,005,491</b>	<b>\$ 1,364,368</b>	<b>\$ 641,123</b>

Note 1: Amounts Programs requested for reimbursement from DEQ for processed tires for the quarter ended June 30, 2022.

Note 2: Amounts DEQ paid to Programs for reimbursement for processed tires for the quarter ended June 30, 2022. These amounts are each Program's pro rata share of the waste tire fees available for reimbursement for this quarter. Programs received approximately 68% of amounts requested.

Note 3: Balance of the amounts Programs requested for reimbursement from DEQ for processed tires for the quarter ended June 30, 2022.

Note 4: The East Program became part of the Pulaski County Inter-District in 2022.

Note 5: The Southwest Program became part of the Upper-Southwest Inter-District in 2018.

**Source:** Arkansas Administrative Statewide Information System (AASIS) and DEQ financial records (unaudited by Arkansas Legislative Audit)

## **RESULTS OF REVIEW: USED TIRE PROGRAMS**

The sections below provide brief background information for each of the 10 Programs that process waste tires, as well as reportable findings for 7 Programs. As required by Ark. Code Ann. § 10-4-419, Findings 1, 2, and 3 for the Pulaski Inter-District Used Tire Program and the finding for the White River Used Tire Program will be referred to the Sixth and Seventeenth Judicial District Prosecuting Attorneys, respectively, for further review.

A summary of information for the 10 Used Tire Programs is provided in **Schedule 1 on page 17**, and **Schedule 2 on pages 18-19** provides information regarding sources and uses of funds for the Programs for the fiscal year ended June 30, 2022.

### **PROGRAMS WITH FINDINGS**

#### **Pulaski County Inter-District Used Tire Program**

The Pulaski County Inter-District (PID) Used Tire Program was originally comprised of five regional solid waste management districts, including Pulaski County, Southwest Central, Saline County, Faulkner County, and Central Arkansas.

On January 15, 2021, the PID Program entered into a Tire Management Program Agreement with the East Arkansas Inter-District (EAID) Used Tire Program, which was comprised of three regional solid waste management districts, including East Arkansas, Northeast Arkansas, and Mississippi County. Under this agreement, the PID Program became responsible for administering the Used Tire Program for both PID and EAID.

The PID Program was comprised of nine counties and the cities within each county: Clark, Faulkner, Garland, Hot Spring, Lonoke, Monroe, Prairie, Pulaski, and Saline. When the EAID Program joined the PID Program, it was comprised of 11 counties and the cities within each county: Clay, Crittenden, Cross, Greene, Lawrence, Lee, Mississippi, Phillips, Poinsett, Randolph, and St. Francis. Currently, the PID Program is comprised of all 20 counties.

Until the two Programs combined in April 2022, the PID Program and the EAID Program received Used Tire Recycling Funds from DEQ at rates of \$2.09 and \$2.89 per tire, respectively. For the quarter ending June 30, 2022, TAP reporting for the combined Programs indicated a DEQ-approved rate of \$2.66 per tire.

The PID Program has two contracts with Davis Rubber Company, Inc. (Vendor), to haul and process waste tires at the Vendor's facility. Due to the distance to counties in the EAID, the PID Program pays the Vendor at two different rates for these services. During the fiscal year ended June 30, 2022, the PID transferred \$502,322 to its operating account; these transfers consisted of 20% of administrative expenses (\$161,380) and reimbursements for EAID waste tire processing contract expenses paid from the PID Program operating account (\$340,942).

#### **Statewide Interim XL Tire Program**

The PID Program is solely responsible for managing the Statewide Interim XL Tire Program, including, but not limited to, the following:

- Providing and verifying manifests.
- Coordinating extra-large tire scheduling and pick-up with other Programs and tire retailers and wholesalers.
- Submitting required documentation and invoicing to DEQ and the TAP Senior Manager for reimbursement of costs.

- Ensuring compliance with state and federal licensing and permitting requirements, as well as other relevant DEQ rules and laws governing used and waste tires in the State.
- Retaining all records and permits necessary for implementing this program.

The PID Program contracted with the Vendor for the transportation and processing of extra-large tires. The Vendor submitted invoices monthly to the PID Program showing tons processed with and without transportation. The rate paid to the Vendor was \$140 per ton without transportation and \$200 per ton with transportation for a total of \$215,461. The PID Program then submitted invoices to DEQ, which reimbursed the PID Program \$165 per ton without transportation and \$236 per ton with transportation, which included administrative costs of operating the program; reimbursements totaled \$304,085. DEQ terminated the XL Tire Program on May 24, 2022, due to lack of funding.

## Findings

**Finding 1:** The PID Program did not properly complete TAP quarterly progress reports, as discussed below:

- Revenues reported were based on tires processed per report, not amounts actually received from DEQ.
- The PID Program plugged an amount into an expense line item titled "Maintenance and Repair (Capital Fund)" to make revenues and expenses agree on the TAP reports. As a result of this improper completion of TAP reports, the PID Program transferred \$357,032 of excess Used Tire Recycling Funds to the capital maintenance fund for the period September 20, 2021 to August 31, 2022. These excess funds should have been available in the waste tire account to operate the PID Program.

According to a contract between the PID Program and the Vendor, the Vendor is responsible for the repair and maintenance of PID Program-owned equipment located at the Vendor's facility and used by the Vendor. However, the PID Program reimbursed the Vendor for \$211,226 (\$181,084 for the fiscal year ended June 30, 2022, and \$32,142 for the two-month period ended August 31, 2022) in maintenance and repair expenses for both PID Program-owned equipment as well as equipment owned by the Vendor, in conflict with Ark. Const. art. 12, § 5.

**Management response:** *The quarterly Tire Accountability Program (TAP) report produced by the District and used by DEQ for reimbursement of program costs to the District originally included revenues received in the quarter by DEQ, and not on prospective revenue from the number of tires processed. This practice was recommended by DEQ to be changed some three years ago. The District complied with the DEQ recommendation. (From an accounting and accountability standpoint, this practice made no sense to the District. Consequently, the District continued to attach the quarterly District financial statements, which no longer matched the TAP report.)*

*The TAP report includes a Maintenance and Repair line item. The District's practice was to allocate any reserve funds to that line item to cover necessary maintenance costs of the transport and processing equipment operated by Davis through our public-private partnership. In addition to maintenance and repair of program equipment, the District also used these reserve funds to pay Davis's transport and processing costs on a monthly basis, although the District was and is reimbursed by DEQ on a quarterly basis. The practice was simply an exercise in cash-flow management, as well as providing program funds for program expenses to keep Davis running and picking up and processing tires, until such time as the District receives reimbursement funds (in arrears) and during a period of rapidly increasing*

*inflation. While it is noted in the findings that these funds should "have been available in the waste tire account to operate, the PID program," these funds were used only to operate the program, however, were allocated to the wrong line items on the TAP report. The District will immediately take steps to ensure that reserve funds, if any, will be allocated to the appropriate line items on the TAP report, and continue to be managed to operate the program, as well as report revenues received from DEQ in the quarter.*

*As stated above, the District assisted Davis in the maintenance of specific transport and processing equipment in order to keep the program running. It is our understanding that this use of Maintenance and Repair funds, as reported on the TAP report, is in error. The District will immediately discontinue this practice (Capital Fund) and continue to work with Davis to further streamline operations, allowing Davis to better fund their own maintenance and repair.*

**Finding 2:** The PID Program entered into agreements with the Vendor, a privately owned business, that appear to conflict with Ark. Const. art. 12, § 5:

- The Program's business plan notes equipment items located at the Vendor's facilities that were purchased entirely or partially with Program funds, including four tire shredders, a forklift, a magnetic separator, a screener, and an infeed system with conveyors. The original cost of the equipment totaled \$1,298,791, of which \$1,110,235 (85%) was paid from Program funds. According to a contract between certain Programs and the Vendor, the Vendor is allowed to process tires not collected through TAP with the Program's equipment, sell the tire-derived aggregate, and keep the proceeds.
- The Program transferred use of 46 trailers to the Vendor to haul waste tires. The Program's business plan stipulates that the Vendor will be responsible for repair and maintenance of the trailers; however, it appears that the Program is reimbursing the Vendor for at least a portion of these expenditures from the Program's capital maintenance fund.

**Management response:** *Prior to the 2017 revisions to Arkansas's waste tire program through Act 317 and Regulation 36, the District received grant funds from DEQ and, as approved, used the funds to provide equipment grants to Davis. While the granted equipment was used primarily for District-related waste tire processing for recycling, the equipment most likely was used for processing tires not associated with District-managed operations. While the District will receive a portion of the sales price of the granted equipment if and when it is sold, we nevertheless understand the need to strictly adhere to Constitutional provisions regarding private use of public funds. To that end, and as stated above, the District will immediately discontinue this practice (Capital Fund) and continue to work with Davis to further streamline operations, allowing Davis to better fund their own maintenance and repair.*

*During the development of the new waste tire program informed by Act 317 and Regulation 36, the District made the decision to get out of the waste tire trailer business and the associated costs and transfer the operation and maintenance of the 46 District-owned trailers to Davis. While we have not reimbursed Davis for the maintenance of the trailers, we understand that a portion of the Capital Fund maintenance grants to Davis could possibly be partially used for that purpose. To correct this action, and as stated above, the District will immediately discontinue this practice (Capital Fund) and continue to work with Davis to further streamline operations, allowing Davis to better fund their own maintenance and repair.*

**Finding 3:** Waste tire funds were used to pay \$700 in charitable contributions to two nonprofit entities, in conflict with Ark. Const. art. 12, § 5. This amount represented 20% of the PID Program's total contributions to the nonprofit entities.

All three findings will be referred to the Sixth Judicial District Prosecuting Attorney.

**Management response:** *The District maintains agreements with certain Arkansas non-profit entities engaged in the support of recycling programs throughout the State. From time to time we contribute, when fiscally appropriate and possible, to these non-profits. It appears that one or more donations were partially funded out of the waste tire program account. This was a mistake. The District will ensure that no further contributions to non-profit entities engaged in the support of recycling programs in Arkansas are funded from the tire program account.*

### Southeast Used Tire Program

The Southeast Used Tire Program is managed by the Southeast Arkansas Economic Development District (SEAEDD) and is comprised of Arkansas, Ashley, Bradley, Chicot, Cleveland, Desha, Drew, Grant, Jefferson, and Lincoln Counties and the cities within these counties. The Program receives Used Tire Recycling Funds from DEQ at a rate of \$2.40 per tire and fees on fee-waived paid<sup>1</sup> tires. The Program contracts with a hauler to transport waste tires to the processing center operated at the Jefferson County Landfill. The Program owns the processing equipment and pays for its replacement, repair, and maintenance. The Program also pays Jefferson County a per-ton fee to process, recycle, reuse, or dispose of all tires and by-products of processing. During the fiscal year ended June 30, 2022, the Program transferred 10% of Used Tire Recycling Funds received, totaling \$60,680, to SEAEDD for management services.

**Finding 1:** The Program did not report reserve transfers of 10% of Used Tire Recycling Funds to the solid waste general account, along with any subsequent waste tire expenditures from the reserve amount, on the TAP quarterly progress reports, resulting in an understatement of average per-tire costs.

**Management response:** *We completed the TAP report according to the guidance received by the TAP Program at the Department of Environmental Quality. Corrective action will be conducted on TAP Program Guidance.*

**Finding 2:** A copy of the annual financial audit report for 2020 and 2021 was not filed with DEQ and ALA, as required by Ark. Code Ann. § 8-6-704.

**Management response:** *This has been the responsibility of our Auditing Firm. We have contacted them to make sure that they flag our account TO SEND for future audits.*

### Carroll County Used Tire Program

The Carroll County Used Tire Program is comprised of Carroll County and the cities within it. The Program receives Used Tire Recycling Funds from DEQ at a rate of \$2.22 per tire and fees on fee-waived paid tires. Waste tires brought to Program facilities are placed in trailers leased from the West River Valley Inter-District Program, which picks up the trailers and hauls the tires to its processing facility. In the event the West River Valley Inter-District Program cannot fulfill the contract, waste tires are picked up by a contractor and delivered to its facility in Kansas.

<sup>1</sup> "Fee-waived paid tires" are used tires for which no rim removal fee, commercial generator fee, or import fee has been collected, reported, and paid.

**Finding:** The Program did not solicit competitive bids for waste tire disposal fees totaling \$47,387, in noncompliance with Ark. Code Ann. §§ 8-6-704, 14-22-104. Furthermore, a contract documenting this service to be performed by the contractor was not provided.

**Management response:** *Carroll County Regional Solid Waste District is in the process of contracting with a vendor for the year 2023 to fulfill our tire disposal needs. We are working towards compliance with Ark. Code Ann. §§ 8-6-704 and 14-22-104.*

### **Ozark Mountain Used Tire Program**

The Ozark Mountain Used Tire Program is comprised of Baxter, Boone, Marion, Newton, and Searcy counties and the cities within these counties. The Program receives Used Tire Recycling Funds from DEQ at a rate of \$2.71 per tire and fees on fee-waived paid tires. The Program contracts with a contractor to collect waste tires from five collection centers and haul the tires to the contractor's facilities for processing. During the fiscal year ended June 30, 2022, the Program transferred \$11,720 to its general fund from its waste tire fund for administrative expenses at a rate of \$0.10 per tire processed.

**Finding:** An annual financial audit covering the Program has not been obtained since 2019, in noncompliance with Ark. Code Ann. § 8-6-704.

**Management response:** *The District engaged the accounting services of a CPA firm. The firm is working hard to complete both the 2020 and the 2021 financial audits. The firm has not given the District a firm deadline for completion, but we anticipate them both to be finished in the next month.*

### **Upper-Southwest Inter-District Used Tire Program**

The Upper-Southwest Inter-District Used Tire Program is comprised of Calhoun, Columbia, Dallas, Hempstead, Howard, Lafayette, Little River, Miller, Montgomery, Nevada, Ouachita, Pike, Polk, Sevier, and Union Counties and the cities within these counties.<sup>2</sup> The Program receives Used Tire Recycling Funds from DEQ at a rate of \$3.12 per tire, fees on fee-waived paid tires, trailer rental, and sale of processed tires. The Program per-tire rate includes expenditures for debt service to build the processing facilities, purchase of equipment, and depreciation expense. The Program provides for the transportation of all used tires from the designated collection centers except for tires collected in Miller County, which are transported by a contractor. The Program owns and operates the tire processing facility and contracts for marketing and sale of tires processed into tire derived fuel, with the unmarketable portion being disposed of in the Upper-Southwest Regional Landfill.

**Finding:** The 2020 and 2021 audit reports and findings were not reviewed by the Board, as required by Ark. Code Ann. § 8-6-704.

**Management response:** *In the past our Executive Committee has always met with the auditor to receive explanation and instructions about that year's audit and to approve the audit. At the next regular board meeting, the audit is presented to the board and each member receives a copy. In the future, we will ensure that a vote is taken to accept and approve each annual audit.*

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<sup>2</sup> This list includes the counties of the Southwest Program, which joined the Upper-Southwest Inter-District Used Tire Program in 2018.

## West River Valley Inter-District Used Tire Program

The West River Valley Inter-District Used Tire Program is comprised of Conway, Crawford, Franklin, Johnson, Logan, Perry, Pope, Scott, Sebastian, and Yell Counties and the cities within these counties. The Program receives Used Tire Recycling Funds from DEQ at a rate of \$2.34 per tire, fees on fee-waived paid tires, trailer rental, and sale of processed tires. The Program per-tire rate includes expenditures for debt service to build facilities and purchase equipment. The Program contracts for tires to be hauled to a processing facility that it owns and operates. The Program contracts for marketing and sale of tires processed into rubber mulch, tire-derived fuel, and steel wire and disposes of shredded large truck tires in a landfill located in Yell County.

**Finding 1:** The Program did not solicit competitive bids for the purchase of mulch colorants totaling \$224,532, in noncompliance with Ark. Code Ann. §§ 8-6-704, 14-22-104.

**Management response:** *The Program will solicit bids for providers of mulch paint colorant; the Board of Directors of the West River Valley Regional Solid Waste Management District will approve and award bid in the first quarter of 2023, before further purchases of paint colorant will be made.*

**Finding 2:** The Board did not approve the contract for hauling services, as required by Ark. Code Ann. §§ 8-6-704, 14-22-112.

**Management response:** *The Board will review and either approve the current contract for hauling services or request the Director readvertise for bids to provide hauling services. This will take place at the next meeting of the Board of Directors, January of 2023.*

## White River Used Tire Program

The White River Used Tire Program is comprised of Cleburne, Fulton, Independence, Izard, Jackson, Sharp, Stone, Van Buren, White, and Woodruff Counties and the cities within these counties. The Program receives Used Tire Recycling Funds from DEQ at a rate of \$2.38 per tire, fees on fee-waived paid tires, and trailer rental. The Program transports tires to a processing facility that it owns, operates, and maintains; shreds the tires into monofil; and disposes of the monofil in the Bald Knob Landfill.

**Finding:** The Program purchased a trailer from a Board member for \$3,000, in noncompliance with Ark. Code Ann. § 21-8-1001.

This finding will be forwarded to the Seventeenth Judicial District Prosecuting Attorney.

**Management response:** *The White River Regional Solid Waste Management District staff was not aware that purchasing a used trailer from a Board member was an ethics violation. An opportunity to purchase a good, used mobile office trailer for \$3,000 to be used as an office space at the tire monofill came up in a conversation. We did not have any intent to not comply with Ark. Code Ann. § 21-8-1001.*

*The proposed corrective action will be to educate the employees of the White River Regional Solid Waste Management District and the staff of the Program Administrator the requirements of Ark. Code Ann. § 21-8-1001. Additionally, the White River Regional Solid Waste Management District Board will approve all purchasing from Board members and other related parties, with the approval being documented in the Board meeting minutes.*

## **USED TIRE PROGRAMS WITH NO FINDINGS**

### **Benton County Used Tire Program**

The Benton County Used Tire Program is comprised of Benton County and the cities within it. The Program receives Used Tire Recycling Funds from DEQ at rate of \$2.48 per tire and fees on fee-waived paid tires. Waste tires are accepted at various collection centers throughout the County and placed in trailers. When full, these trailers are taken to the Program's sorting facility and prepared for shipment and delivery to the tire disposal contractor's facilities in Kansas for processing.

### **Boston Mountain Used Tire Program**

The Boston Mountain Used Tire Program is comprised of Madison and Washington Counties and the cities within those counties. The Program receives Used Tire Recycling Funds from DEQ at a rate of \$2.38 per tire, fees on fee-waived paid tires, and trailer rental. Waste tires are accepted at various collection centers and placed in trailers. When full, these trailers are taken to the Program's sorting facility and prepared for shipment to or pick up by three tire disposal contractors with facilities in Kansas and Oklahoma for processing.

### **Craighead County Used Tire Program**

The Craighead County Used Tire Program is comprised of Craighead County and the cities within it. The Program receives Used Tire Recycling Funds from DEQ at a rate of \$2.23 per tire and fees on fee-waived paid tires. Waste tires are brought to Program facilities and loaded in trailers belonging to a contractor, which hauls the trailers to its facilities in Mississippi.

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## **RECOMMENDATIONS**

ALA staff recommend that DEQ and the General Assembly evaluate the economic feasibility and long-term sustainability of approving per-tire reimbursement rates in excess of the per-tire break-even point.

ALA staff further recommend that the PID Program and Southeast Program complete TAP quarterly progress reports properly. Additionally, the PID Program should ensure that transactions with contractors and nonprofit entities comply with Ark. Const. art. 12, § 5. Programs should also adhere to applicable Arkansas Code regarding obtaining and filing annual financial audits, soliciting competitive bids, obtaining Board approval for contracts, and engaging in related party transactions. Program Boards should review annual financial audit reports and findings, as required by Arkansas Code.

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## **SUMMARY**

Act 317 of 2017 created the Used Tire Recycling and Accountability Program (TAP), which standardized collection of a flat waste tire fee on all tires removed from a rim (\$3 for new tires and \$1 for used tires). ALA staff reviewed the processes used by DFA when collecting and distributing waste tire fees and by DEQ for expending waste tire fees and distributing these fees to the State's 10 Used Tire Programs (Programs) and issued no findings. For the five fiscal years ended June 30, 2022, \$32.98 million (>93%) of waste tire fees collected have been distributed to the Programs by DEQ from the Used Tire Recycling Fund, primarily for normal quarterly reimbursements, based on the number of tires processed.

ALA staff determined that, after allowable reductions in the \$3 fees collected per waste tire, DEQ has \$2.31 (break-even point) remaining as a per-tire fee to reimburse the Used Tire Programs (Programs). As of June 30, 2022, 8 of the 10 Programs were reimbursed at a per-tire amount greater than the break-even point. For the quarter ended June 30, 2022, DEQ paid approximately 68% of each Program's request, due to insufficient funds available in the Used Tire Recycling Fund. In October 2022, Arkansas Legislative Council approved a \$1 million transfer from the Restricted Reserve Fund to DEQ to assist paying the remaining balances for the quarter ended June 30, 2022.

ALA issued findings for 7 of the 10 Programs. The PID and Southeast Programs did not complete TAP quarterly progress reports properly, and the PID Program entered into agreements with a Vendor and made charitable donations that appear to conflict with Ark. Const. art. 12, § 5. Additional Programs did not file (Southeast) or obtain (Ozark Mountain) annual financial audits or have the audit reports reviewed by the Board (Upper-Southwest Inter-District); did not solicit competitive bids (Carroll County and West River Valley Inter-District); did not obtain Board approval for contracts (West River Valley Inter-District); and engaged in related party transactions (White River).

As required by Ark. Code Ann. § 10-4-419, the three findings for the PID Program and the finding for the White River Program will be referred to the Sixth and Seventeenth Judicial District Prosecuting Attorneys, respectively, for further review.

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## Schedule 1

**Used Tire Programs (Programs)**  
**Summary of Selected Information for the 10 Programs**  
**As of June 30, 2022**

Name of Used Tire Program	Number of Counties in Program	Approved Business Plan Rates	Sources of Funds <i>a</i>	Uses of Funds <i>b</i>	Surplus/ (Deficit) <i>c = a - b</i>	Method of Operations
Benton County	1	\$2.48	\$ 625,384	\$ 683,580	\$ (58,196)	Uses a tire contractor and rents trailers; tires are picked up by contractors and delivered to contractor's facilities, located in Kansas, for processing.
Boston Mountain	2	\$2.38	\$ 736,728	\$ 780,342	\$ (43,614)	Uses a tire contractor and rents trailers; tires are picked up by contractors and delivered to contractors' facilities, located in Kansas or Oklahoma, for processing.
Carroll County	1	\$2.22	\$ 61,406	\$ 80,526	\$ (19,120)	Uses a contractor for tire pick up and processing; some tires sent to West River Valley Program for processing; occasionally another contractor hauls tires to its facility, located in Kansas, for processing.
Craighead County	1	\$2.23	\$ 341,420	\$ 300,601	\$ 40,819	Uses a contractor to pick up tires and transport them to a processing facility, located in Mississippi, for processing.
Ozark Mountain	5	\$2.71	\$ 350,889	\$ 316,701	\$ 34,188	Uses a contractor to pick up and process tires.
Pulaski County Inter-District	20	\$2.66	\$2,819,690	\$3,004,202	\$ (184,512)	Uses a contractor to pick up tires and deliver them to contractor's facility for processing.
Southeast	10	\$2.40	\$ 607,743	\$ 426,606	\$ 181,137	Uses a contractor to haul off extra-large tires; maintains a tire processing facility at the Jefferson County Landfill to chip and dispose of tires. Jefferson County Landfill is responsible for the aggregate of chipped tires.
Upper-Southwest Inter-District	15	\$3.12	\$ 907,759	\$ 696,001	\$ 211,758	Maintains a tire processing facility; processes tires; sells processed product; moves remaining product to a landfill in the District.
West River Valley Inter-District	10	\$2.34	\$1,770,495	\$1,529,126	\$ 241,369	Maintains a tire processing facility; processes tires; sells processed product.
White River	10	\$2.38	\$ 710,438	\$ 740,365	\$ (29,927)	Has its own facility to process tires and moves product to a landfill in the City of Bald Knob.

Source: Used Tire Programs' records (unaudited by Arkansas Legislative Audit)

# **Review of Selected Policies, Procedures, and Transactions Pertaining to Waste Tires**

## **Schedule 2**

### **Used Tire Programs (Programs) Sources and Uses of Funds For the Fiscal Year Ended June 30, 2022**

	Benton County	Boston Mountain	Carroll County	Craighead County	Ozark Mountain
<b>Sources of Funds</b>					
Tire disposal grants/fees (Note 1)	\$ 585,618	\$ 720,567	\$ 61,406	\$ 300,740	\$ 350,889
Sale of processed tires					
Trailer rental fees		16,000			
Other (Note 2)	39,766	161		40,680	
<b>Total Sources of Funds</b>	<b>625,384</b>	<b>736,728</b>	<b>61,406</b>	<b>341,420</b>	<b>350,889</b>
<b>Uses of Funds</b>					
Tire disposal contracts	457,222	315,195	58,877	289,433	299,781
Salaries/wages/benefits (Note 3)	142,468	231,410	21,649	6,586	
Maintenance/repairs/parts/ supplies	23,888				
Transfers to general fund (Note 4)					11,720
Rent/insurance/phone/utilities	4,353	38,102		2,082	
Fuel/mileage	35,457	194,211			
Other (Note 5)	20,192	1,424		2,500	5,200
Repairs and maintenance of equipment (Note 6)					
<b>Total Uses of Funds</b>	<b>683,580</b>	<b>780,342</b>	<b>80,526</b>	<b>300,601</b>	<b>316,701</b>
<b>Excess Sources of Funds Over (Under) Uses of Funds</b>	<b>\$ (58,196)</b>	<b>\$ (43,614)</b>	<b>\$ (19,120)</b>	<b>\$ 40,819</b>	<b>\$ 34,188</b>

Note 1: Includes Division of Environmental Quality (DEQ) reimbursements of \$7.6 million.

Note 2: Includes interest, reimbursements, sale of equipment, insurance proceeds, and transfers from the general funds of the Programs.

Note 3: Includes bonuses of approximately \$27,000.

Note 4: Represents amounts that Programs transferred to their general funds for tire program administrative expenses.

Note 5: Includes dirt for landfills, insurance, depreciation, debt service payments, professional services, office supply expenses, etc.

Note 6: Represents amounts that the Program paid for expense obligations of Davis Rubber Company, Inc.

Source: Used Tire Programs' financial records (unaudited by Arkansas Legislative Audit)

Pulaski County Inter- District	Southeast	Upper- Southwest Inter- District	West River Valley Inter- District	White River	Grand Totals
\$ 2,819,049	\$ 607,624	\$ 834,006	\$ 948,591	\$ 593,905	\$7,822,395
		26,379	579,504		605,883
		47,374	52,185	102,145	217,704
641	119		190,215	14,388	285,970
<u>2,819,690</u>	<u>607,743</u>	<u>907,759</u>	<u>1,770,495</u>	<u>710,438</u>	<u>8,931,952</u>
2,306,291	303,050	28,874	161,580	20,175	4,240,478
		298,396	416,814	331,009	1,448,332
	60,832	122,931	708,364	76,166	992,181
502,322	60,680				574,722
		32,117	141,419	180,313	398,386
		64,919	22,165	62,779	379,531
14,505	2,044	148,764	78,784	69,923	343,336
181,084					181,084
<u>3,004,202</u>	<u>426,606</u>	<u>696,001</u>	<u>1,529,126</u>	<u>740,365</u>	<u>8,558,050</u>
<u>\$ (184,512)</u>	<u>\$ 181,137</u>	<u>\$ 211,758</u>	<u>\$ 241,369</u>	<u>\$ (29,927)</u>	<u>\$ 373,902</u>



**ARKANSAS POLLUTION CONTROL  
AND ECOLOGY COMMISSION**

**Approval of  
Used Tire Program Business  
Plans and Rates per  
Ark. Code Ann. §8-9-405**

**MINUTE ORDER NO. 24- 02**

**PAGE 1 OF 1**

Pursuant to Act 713 of 2023, the four (4) new Used Tire Programs created by that Act have submitted business plans to the Department of Energy and Environment, Division of Environmental Quality (DEQ) justifying their establishment of new proposed reimbursement rates.

DEQ has reviewed the business plans submitted, in accordance with Ark. Code Ann. § 8-9-410(c)(2) as amended by Act 713. On January 16, 2024, DEQ Director Osborne submitted to the Commission DEQ's proposal to approve the business plans, along with copies of the plans submitted by each of the four (4) Used Tire Programs. DEQ notes that each of the plans' proposed rates exceed the amount that Legislative Audit identified as supported by collected revenues, potentially requiring *pro rata* reimbursements provided in Ark. Code Ann. §8-9-405(e)(2).

The new proposed reimbursement rates are subject to approval by the Commission pursuant to Ark. Code Ann. § 8-9-405(e)(3)(A). Having considered the matter at its regularly scheduled meeting on January 26, 2024, the Commission hereby approves the business plans and reimbursement rates submitted by each of the four (4) Used Tire Programs.

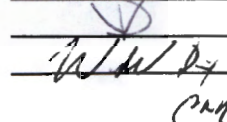
**COMMISSIONERS:**



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                     **R. McMullen**  
                     **D. Melton**  
                     **R. Moss, Jr.**



                     **C. Racey**  
                     **D. Vandergriff**  
                     **W. Ward**



D. Melton by CM  
**Doug Melton, Chair**

**SUBMITTED BY: Caleb Osborne PASSED: 01/26/2024**

# Business Plan (TAP-12)

version 1.7

(Submission #: HPX-46GR-VVCMQ, version 3)

## Details

**Submitted** 1/2/2024 (9 days ago) by Wendy Bland

**Alt ID** UTP-1-Northwest Arkansas Tire Program

**Submission ID** HPX-46GR-VVCMQ

**Status** Submitted

## Form Input

### Used Tire Program Overview

**Reporting Year**  
2023

**Used Tire Program Identification Number**  
UTP-1

**Used Tire Program (UTP) Name**  
Northwest Arkansas Tire Program

### Used Tire Program Processing Facility Address

**Address**  
2910 W COMMERCIAL ST  
ATTN: Mayor Hall  
OZARK, AR 72949

### List of Permits Issued to UTP

Permit Type	Permit Number	Permit Expiration Date	Permittee
TCC - Tire Collection Center	0001	02/13/2028	Marion County TS&RC
TCC - Tire Collection Center	0002	02/13/2028	Boston Mountain SWMD
TCC - Tire Collection Center	0006	02/13/2028	Plumlee Tire
TCC - Tire Collection Center	0007	02/13/2028	Searcy County Solid Waste
TCC - Tire Collection Center	0009	02/13/2028	Carroll County SWA
TCC - Tire Collection Center	0010	02/13/2028	Boston Mtn. Recycling Ctr
TCC - Tire Collection Center	0012	02/13/2028	Boston Mountain SWMD
TCC - Tire Collection Center	0025	02/13/2028	City of Waldron
TCC - Tire Collection Center	0028	02/13/2028	Conway County
TCC - Tire Collection Center	0053	02/13/2028	Van Buren County
TCC - Tire Collection Center	0054	02/13/2028	Perry County
TCC - Tire Collection Center	0084	02/13/2028	City of Ozark
TCC - Tire Collection Center	0085	02/13/2028	Logan County
TCC - Tire Collection Center	0093	02/13/2028	Benton County RSWMD
TCC - Tire Collection Center	0095	02/13/2028	Yell County

Permit Type	Permit Number	Permit Expiration Date	Permittee
TCC - Tire Collection Center	0096	02/13/2028	West River Valley RSWMD
TCC - Tire Collection Center	0099	02/13/2028	Pope County
TCC - Tire Collection Center	0102	02/13/2028	City of Mulberry
TCC - Tire Collection Center	0103	02/13/2028	Sebastian County RSWMD
TCC - Tire Collection Center	0104	02/13/2028	Sebastian County RSWMD
TPF - Tire Processing Facility	0027	09/03/2023	West River RSWMD
TPF - Tire Processing Facility	0032	08/14/2028	Boston Mtn RSWMD

#### Square Mileage Served by the Used Tire Program (UTP)

14,031

#### Population based on most Recent Federal Census

1,077,783

#### Used Tire Program Board Members

Title	First and Last Name	Phone Number	Email	Mailing Address
Director	Mayor Roxie Hall (Secretary)	4796672238	RHall@CityofOzarkAR.com	2910 W Commercial St, Ozark AR 72949
Mayor	Tim McKinney	8704234286	mayortim@berryville.com	PO Box 227, Berryville AR 72616
Mayor	David Rieder	4797546486	drieder@clarksvillear.gov	205 Walnut St, Clarksville AR 72830
Mayor	Allen Lipsmeyer	5013543484	allenlipsmeyer@yahoo.com	PO Box 438, Morrilton AR 72110
Mayor	Roxie Hall	4796672238	RHall@CityofOzarkAR.com	2910 W Commercial St, Ozark AR 72949
Judge	Barry Moehring	4792711000	barry.moehring@bentoncountyar.gov	215 E Central Ave, Bentonville AR 72712
Judge	Jimmy Hart	5013549640	judge@conwaycounty.org	117 S Moose St, Morrilton AR 72110
Judge	Rickey Bowman	4796674726	franklin.judge@franklin-ar.us	211 W Commercial, Ozark AR 72949
Judge	Ben Cross	4799687487	popecountyjudge@popecountyar.gov	100 W Main St, Russellville AR 72801
Judge	Brian Jones	4796372155	scottcountyjudge@yahoo.com	190 W First St, Ste 1, Waldron AR 72958
Judge	Dale James	5017452443	dale@vbcjudge.com	PO Box 60, Clinton AR 72031
Judge	Patrick Deakins	4794441700	pdeakins@washingtoncountyar.gov	280 N College Ave, Fayetteville AR 72701

#### Attach Inter-District Agreement

[UTP1 Blank Page.pdf - 08/25/2023 04:45 PM](#)

#### Comment

Blank page added. Not applicable to UTP1.

#### Do you have an approved Solid Waste Management Plan filed with DEQ

No

#### If "NO", Provide Brief Explanation and Anticipated Submittal Date

Not applicable to new Accountability Boards/Used Tire Programs

### Current Calendar Year Operations

#### Used Tire Program Equipment List

Year	Equipment	Manufacturer	Make	Model	Serial Number	Cost/Value	Amount Owed	Percentage DEQ PAID
0	0	See supplemental	0	0	0	0	0	0
						Sum: 0	Sum: 0	

#### Contract Obligations

Contract Name	Length of Contract (Years)	Dollar Amount of Contract
Boston Mountain Solid Waste District	1	475849.59
West River Valley Solid Waste District	1	310993.38

#### Attach Actual Contracts

[BMSWD Champlin Contract.pdf - 12/19/2023 10:37 AM](#)  
[BMSWD EcoShred Contract.pdf - 12/19/2023 10:37 AM](#)  
[BMSWD Jordan Disposal Contract.pdf - 12/19/2023 10:37 AM](#)  
[WRV Greenwood Tire and Alignment.pdf - 12/19/2023 10:38 AM](#)  
[WRV tire hauling contract.pdf - 12/19/2023 10:39 AM](#)

#### Comment

Attached are contracts currently in effect between the Solid Waste District Tire Programs and vendors

#### Disposition of Tires and Tire Residuals Collected and Processed

Type of Disposition	Shipped To Facility Name	City and State	Amount in Tons	Percentage
TDF End User: Cement Kiln	Buzzi Unicen	Pryor, OK	126.5	3.22
Rubber Mulch	Champlin Tire Recycling	Concordia, KS	379.5	9.67
Rubber Mulch	Eco Shred	Springfield, MO	126.5	3.22
Rubber Mulch	NetZero Tire Processing	Prairie Grove, AR	1,897.5	48.36
Rubber Mulch	West River Valley RSWMD	Clarksville, AR	1,394	35.52
			Sum: 3,924	Sum: 99.99

#### Administration Time Detail (Current Calendar Year)

Category	Coordinator	Administrator 1	Administrator 2
% of Time	0.00	0.00	0.00

#### Administration Cost Detail (UTP Salaries and Benefits)

Category	Coordinator	Administrator 1	Administrator 2	Current Total for Calendar Year	Projected Total for Calendar Year
Salary	0	0	0	0	0
Taxes	0	0	0	0	0
Retirement	0	0	0	0	0
Insurance	0	0	0	0	0
Personal Services Matching Total	0	0	0	0	0
Grand Total	0	0	0	0	0
Expenses Total	0	0	0	0	0
Salary and Expense Total	0	0	0	0	0
				Sum: 0	Sum: 0

#### Attach Profit and Loss Statement

[2022 UTP1 Consolidated P&L.pdf - 12/19/2023 10:43 AM](#)  
[2023 UTP1 Consolidated Budget.pdf - 01/02/2024 06:26 PM](#)

#### Comment

NONE PROVIDED

#### Access-Controlled Collection Centers

Collection Center	Address	Hours	Cost
See list on supplemental data appendix	0	0	0

**What is the Quantity of Tires Currently on Any Property Owned, Lease, or Otherwise Controlled by this UTP?**  
6950

**Outstanding Debts**

Creditor	Monthly Payment Amount	Total Amount Owed	Maturity Date
BCRSWMD General Fund	0	36591.66	12/31/2022
BCRSWMD General Fund	0	129604.08	12/31/2023
Centennial Bank	21421.6	187607.38	8/1/2024
Centennial Bank	2345.79	185191.35	02/01/2031

**Proposed Next Year Operations**

**Used Tire Program Equipment List**

Year	Equipment	Manufacturer	Make	Model	Serial Number	Cost/Value	Amount Owed	Percentage DEQ PAID
0	0	See supplemental	0	0	0	0	0	0
						Sum: 0	Sum: 0	

**Contract Obligations**

Contract Name	Length of Contract (Years)	Dollar Amount of Contract
West River Valley Solid Waste District	1	1256869.50

**Disposition of Tires and Tire Residuals Collected and Processed**

Type of Disposition	Facility Name	City and State	Amount in Tons	Percentage
TDF End User: Cement Kiln	Buzzi Unicem	Pryor, OK	527.42	3.26
Rubber Mulch	Champlin Tire Recycling	Concordia, KS	1,582.2	9.78
Rubber Mulch	Eco Shred	Springfield, MO	527.4	3.26
Rubber Mulch	NetZero Tire Processing	Prairie Grove, AR	7,911	48.90
Rubber Mulch	West River Valley RSWMD	Clarksville, AR	5,629	34.80
			Sum: 16,177	Sum: 100.00

**Administration Time Detail (Next Calendar Year)**

Category	Coordinator	Administrator 1	Administrator 2
% of Time	50.00	50.00	0.00

**Administration Cost Detail (UTP Salaries and Benefits)**

Category	Coordinator	Administrator 1	Administrator 2	Current Total for Calendar Year	Projected Total for Calendar Year
Salary	95786.75	95786.75	0	191,574	191,573.50
Taxes	0	0	0	0	0
Retirement	0	0	0	0	0
Insurance	0	0	0	0	0
Personal Services Matching Total	0	0	0	0	0
Grand Total	0	0	0	0	0
Expenses Total	0	0	0	0	0

Category	Coordinator	Administrator 1	Administrator 2	Current Total for Calendar Year	Projected Total for Calendar Year
Salary and Expense Total	0	0	0	0	0
				Sum: 191,574	Sum: 191,574

#### Access-Controlled Collection Centers

Collection Center	Address	Hours	Cost
See list in supplemental info appendix	0	0	0

#### Outstanding Debts

Creditor	Monthly Payment Amount	Total Amount Owed	Maturity Date
No planned new debt	0	0	8/25/2023

#### Attach Capital Improvement and Maintenance Plan with Estimated Expenditures and Cost for the Next Calendar Year

[UTP1 Tire Equipment Owned by RSWMDs.pdf - 01/02/2024 06:22 PM](#)

##### Comment

Uploaded list of equipment currently owned by RSWMDs and used in Tire Program. UTP1 does not plan to own any equipment or buildings and therefore will not develop a Capital Improvement and Maintenance Plan

#### What are the District's Tire Management and Processing Goals for the Next Three (3) Calendar Years?

UTP1 Accountability Board will continue to evaluate existing tire collection centers to ensure adequate collection availability and continue to evaluate opportunities to reduce administrative and operations costs long-term

#### Discuss the District's Initiatives to Increase Efficiency and Productivity for the Next Three (3) Calendar Years

The UTP1 will evaluate the efficiency and productivity of the contract vendors each year and will reissue requests for proposal as needed to attempt to increase efficiency and productivity.

#### Analyze the District's Efforts to Promote Recycling and Sustainability for the Next Three (3) Calendar Years

UTP1 will continue to evaluate opportunities to increase the total # of tires recycled while maintaining fiscal responsibility

## Fiscal Evaluation

#### Used Tire Program Expenses

Category	Explain	Previous Calendar Year (Actual Cost)	Current Calendar Year (Projected Cost)	Next Calendar Year (Projected Cost)
Wages		502,704.93	607,831.72	0
Personal Services Matching		273,082.23	39,376.61	0
Mileage		0	165,000	0
Insurance		33,114.74	124,020.32	0
Rent (UTP Space)		12,000.00	26,400.00	0
Utilities (Electricity Gas, Water, Telephone)		75,878.48	83,900.00	0
Office Expenses	Comm, Dues, Permits, Ofc Supplies	3,972.49	9,263.16	0
Processing and Disposal Fees		832,917.82	1,447,196.31	0
Advertising		103.57	150.00	0
Contractual Services		584,475.81	474,680.16	3,251,080.59
Miscellaneous		0	0	0
Equipment Purchases	Debt P&I	324,765.55	285,208.68	0
Vehicle Purchases		0	0	0
Maintenance and Repair		771,762.22	491,000.00	0

Category	Explain	Previous Calendar Year (Actual Cost)	Current Calendar Year (Projected Cost)	Next Calendar Year (Projected Cost)
		Sum: 3,414,778	Sum: 3,754,027	Sum: 3,251,081

#### Reimbursements from DEQ

Previous Calendar Year (Actual Reimbursements)	Current Calendar Year (Project Reimbursements)	Next Calendar Year (Projected Reimbursements)
2245833.10	2510579.36	3251080.59

#### Used Tire Program Local Revenue

Category	Explain	Previous Calendar Year (Actual Revenue)	Current Calendar Year (Projected Revenue)	Next Calendar Year (Projected Revenue)
Other Tire Monies		0	0	0
District Fees on Fee-Paid Tires		106222.55	83447.16	70740.65
TDF Sales		366600.54	462000.00	0
Mulch Sales		0	0	0
Other Sales from Used Tires		0	0	0
Rental Tire Trailers		92250	96000	0
Other	Int, proc, trans, misc	103965.97	66875.00	0
		Sum: 669039.06	Sum: 708322.16	Sum: 70740.65

#### Tire Management

Tire Type	Previous Calendar Year (Actual Count)	Current Calendar Year (Projected Count)	Next Calendar Year (Projected Count)
Small Tire	1,013,915	1,061,702	1,064,487
Large Tire	58,560	46,528	53,221
Extra Large Tire	3,887	2,888	9,196
	Sum: 1,076,362	Sum: 1,111,118	Sum: 1,126,904

#### Management Cost Per Tire (UTP Expenses Per Number of Tires Managed)

Category	Previous Calendar Year Actual	Current Calendar Year Projected	Next Calendar Year Projected
Total	3.17	3.38	2.88

#### Management Cost minus Program Local Revenue Per Tire (UTP Expenses Per Number of Tires Managed)

Category	Previous Calendar Year Actual	Current Calendar Year Projected	Next Calendar Year Project
Total	2.55	2.74	2.82

## Attachments

Date	Attachment Name	Context	User
1/2/2024 7:43 PM	CertificationForm.pdf	Unknown	Wendy Bland
1/2/2024 6:26 PM	2023 UTP1 Consolidated Budget.pdf	Attachment	Wendy Bland
1/2/2024 6:22 PM	UTP1 Tire Equipment Owned by RSWMDs.pdf	Attachment	Wendy Bland
12/19/2023 10:43 AM	2022 UTP1 Consolidated P&L.pdf	Attachment	Wendy Bland
12/19/2023 10:39 AM	WRV tire hauling contract.pdf	Attachment	Wendy Bland
12/19/2023 10:38 AM	WRV Greenwood Tire and Alignment.pdf	Attachment	Wendy Bland
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12/19/2023 10:37 AM	BMSWD Champlin Contract.pdf	Attachment	Wendy Bland
8/25/2023 4:45 PM	UTP1 Blank Page.pdf	Attachment	Wendy Bland

## Internal Data

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Label	Value
Previous Year Cost	3.17
Current Year Cost	3.38
Next Year Cost	2.88



## ENVIRONMENTAL QUALITY

### Certification of ePortal Submission

This form is to be used to certify electronic ePortal submissions. Please check with the appropriate section for who has the authority to sign this form. A hardcopy of this form with original signature must be sent to DEQ, 5301 Northshore Drive, North Little Rock, AR 72118. Please do **not** send a hardcopy of the ePortal submission with this form. **All fields are required.**

<b>1. Section to which the ePortal Submission was Submitted:</b>	Tire Accountability Program	
<b>2. Form Name:</b>	Business Plan (TAP-12)	
<b>3. Arkansas DEQ Facility Identification Number (AFIN), if available:</b>	UTP-1-Northwest Arkansas Tire Program	
<b>4. Facility Name:</b>	Northwest Arkansas Tire Program	
<b>5. Facility Physical Address:</b>	2910 W COMMERCIAL ST OZARK, AR 72949	

I certify under penalty of law that the ePortal submission with Submission ID# HPX-46GR-VVCMQ and revision # 3 which was submitted electronically on 1/2/2024 7:42:21 PM and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Mayor Roxie Hall (Secretary)

Director

typed/printed name of signatory authority

title

signature of signatory authority

date

	BCUTP 2023	BMUTP 2023	CCUTP 2023	OMUTP 2023	WRVUTP 2023	UTP1 2023 Combined
Prior Period Carryover	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue	\$ 697,225.00	\$ 686,650.00	\$ -	\$ 255,000.00	\$ 980,000.00	\$ 2,618,875.00
Expenses	\$ (826,830.08)	\$ (791,300.00)	\$ (69,323.61)	\$ (375,120.00)	\$ (1,691,453.27)	\$ (3,754,026.96)
Net Income	\$ (129,605.08)	\$ (104,650.00)	\$ (69,323.61)	\$ (120,120.00)	\$ (711,453.27)	\$ (1,135,151.96)

## REVENUE

### LOCAL REVENUE

Sale of Tire-Derived Products	\$	-			\$	462,000.00	\$	462,000.00		
Trailer Rental	\$	-	\$	26,000.00		\$	70,000.00	\$	96,000.00	
District Fees on Tires	\$	21,500.00	\$	38,000.00	\$	3,947.16	\$	20,000.00	\$	83,447.16
Interest	\$	1,600.00	\$	650.00			\$	-	\$	2,250.00
Miscellaneous Income	\$	125.00	\$	4,500.00			\$	5,000.00	\$	9,625.00
Processing Services	\$	-					\$	15,000.00	\$	15,000.00
Transportation Services	\$	-					\$	40,000.00	\$	40,000.00
SPECIAL REVENUE	\$	-	\$	-	\$	-	\$	-	\$	-
UTP Reimbursements	\$	674,000.00	\$	643,500.00	\$	38,079.36	\$	255,000.00	\$	900,000.00
TOTAL REVENUE	\$	697,225.00	\$	686,650.00	\$	42,026.52	\$	255,000.00	\$	980,000.00

## EXPENSES

### LABOR COSTS

Wages	\$ 120,153.47	\$ 78,500.00	\$ 483.98	\$ 21,320.00	\$ 387,374.27	\$ 607,831.72
Personal Services Matching	\$ 27,376.61			\$ 12,000.00		\$ 39,376.61

### OPERATING EXPENSES

Mileage	\$ -	\$ 165,000.00			\$ -	\$ 165,000.00
Insurance	\$ 5,000.00	\$ 28,000.00			\$ 91,020.32	\$ 124,020.32
Rent (Property)	\$ -	\$ 12,000.00			\$ 14,400.00	\$ 26,400.00
Utilities	\$ 2,400.00	\$ 1,500.00			\$ 80,000.00	\$ 83,900.00
Communications (Printing)	\$ 500.00	\$ 300.00			\$ 3,000.00	\$ 3,800.00
Office Expenses	\$ 300.00	\$ -	\$ 163.16	\$ -	\$ -	\$ 463.16
Dues & Subscriptions	\$ -				\$ 4,200.00	\$ 4,200.00
Licenses & Permits	\$ 50.00				\$ -	\$ 50.00
Office Supplies	\$ -	\$ 750.00			\$ -	\$ 750.00
Processing & Disposal Fees	\$ 500,000.00	\$ 505,250.00	\$ 68,146.31	\$ 353,800.00	\$ 20,000.00	\$ 1,447,196.31
Advertising	\$ 150.00				\$ -	\$ 150.00
Repairs/Maintenance	\$ 45,000.00				\$ 446,000.00	\$ 491,000.00
Debt Service	\$ -				\$ 285,208.68	\$ 285,208.68

### CONTRACTUAL EXPENSES

Capital Expenses	\$	-				\$	-					
Fuel, Oil & Lubricants	\$	43,700.00				\$	43,700.00					
Misc Operating Expense	\$	-				\$	-					
Professional Services	\$	1,500.00				\$	1,500.00					
Supplies-Durable (Small Equipment)	\$	500.00				\$	500.00					
Supplies-Expendable	\$	300.00			\$	225,000.00	\$	225,300.00				
Tires	\$	12,000.00			\$	10,000.00	\$	22,000.00				
Toll Fees	\$	800.00					\$	800.00				
Training/Travel	\$	-					\$	-				
Transport	\$	-			\$	106,000.00	\$	106,000.00				
Uniforms/PPE	\$	300.00			\$	7,250.00	\$	7,550.00				
Rental / Lease - Equipment	\$	-	\$	-	\$	-	\$	-				
Equipment Rental	\$	-					\$	-				
Trailer Lease/Rental	\$	31,500.00					\$	31,500.00				
Truck Lease/Rental	\$	35,300.00					\$	35,300.00				
TOTAL EXPENSES	\$	826,830.08	\$	791,300.00	\$	69,323.61	\$	375,120.00	\$	1,691,453.27	\$	3,754,026.96

Owner	Year	Manufacturer	Model	VIN/Serial #	Description	Date Purchased	Purchase Price	Amount Owed	% pd by DEQ
BCRSWMD	1973	Great Dane	53'	730T59033	53' Dry Van Trailer	2/11/2011	\$0.00	\$0.00	0%
BCRSWMD	1989	FRUE	48'	1H2V04824KB027025	48' Dry Van Trailer	4/6/2006	\$0.00	\$0.00	0%
BCRSWMD	1989	FRUE		1H5V04824KM058721	53' Dry Van Trailer	4/6/2006	\$0.00	\$0.00	0%
BCRSWMD	1991	Wabash	53'	1JJV532Y7NL177721	53' Dry Van Trailer	2/11/2011	\$3,640.00	\$0.00	100%
BCRSWMD	1992	Wabash	53'	1JJV532Y6NL177516	53' Dry van trailer	2/11/2011	\$3,640.00	\$0.00	100%
BCRSWMD	1993	Stroughton	53'	1DW1A5320PS814668	53' Dry Van Trailer	2/11/2011	\$3,640.00	\$0.00	100%
BCRSWMD	1993	Wabash	53'	1JJV532Y6PL185148	53' Dry van trailer	2/11/2011	\$3,640.00	\$0.00	100%
BCRSWMD	1994	Fruehauf	53'	1H2V0532XRE043221	53' Dry Van Trailer	2/11/2011	\$3,640.00	\$0.00	100%
BCRSWMD	1994	Wabash	53'	1JJV532Y4RL223883	53' Dry van trailer	2/11/2011	\$3,640.00	\$0.00	100%
BCRSWMD	1996	Wabash	53'	1JJV532Y2TL353054	53' Dry van trailer	2/11/2011	\$3,640.00	\$0.00	100%
BCRSWMD	2000	Wabash	53'	1JJV532W4YL650316	53' Dry Van Trailer	9/30/2020	\$6,080.00	\$0.00	100%
BCRSWMD	2000	Wabash	53'	1JJV532W6YL650298	53' Dry Van Trailer	9/30/2020	\$6,040.00	\$0.00	100%
BCRSWMD	2001	Lufkin	53'	1L01A532411149133	53' Dry Van Trailer	09/30/2020	\$5,940.00	\$0.00	100%
BCRSWMD	2015	TNT Manufacturing	61018	1T9AA0810FD526705	18' enclosed utility trailer		\$4,000.00	\$0.00	100%
BCRSWMD	2015	TNT Manufacturing	61018	1T9AA0811FD526700	18' enclosed utility trailer		\$4,000.00	\$0.00	100%
BCRSWMD	2015	TNT Manufacturing	61018	1T9AA0812FD526706	18' enclosed utility trailer		\$4,000.00	\$0.00	100%
BCRSWMD	2015	TNT Manufacturing	61018	1T9AA0813FD526701	18' enclosed utility trailer		\$4,000.00	\$0.00	100%
BCRSWMD	2015	TNT Manufacturing	61018	1T9AA0814FD526707	18' enclosed utility trailer		\$4,000.00	\$0.00	100%
BCRSWMD	2015	TNT Manufacturing	61018	1T9AA0816FD526692	18' enclosed utility trailer		\$4,000.00	\$0.00	100%
BCRSWMD	2015	TNT Manufacturing	61018	1T9AA0816FD526708	18' enclosed utility trailer		\$4,000.00	\$0.00	100%
BCRSWMD	2015	TNT Manufacturing	61018	1T9AA0817FD526698	18' enclosed utility trailer		\$4,000.00	\$0.00	100%
BCRSWMD	2015	TNT Manufacturing	61018	1T9AA0818FD526709	18' enclosed utility trailer		\$4,000.00	\$0.00	100%
BCRSWMD	2015	TNT Manufacturing	61018	1T9AA0819FD526699	18' enclosed utility trailer		\$4,000.00	\$0.00	100%
BCRSWMD	2015	TNT Manufacturing	61018	1T9AA0819FD526704	18' enclosed utility trailer		\$4,000.00	\$0.00	100%
BCRSWMD	2016	TNT Manufacturing	61018	1T9AA0811GD526780	18' enclosed utility trailer		\$4,000.00	\$0.00	100%
BCRSWMD	2016	TNT Manufacturing	61018	1T9AA0813GD526781	18' enclosed utility trailer		\$4,000.00	\$0.00	100%
BCRSWMD	2016	TNT Manufacturing	61018	1T9AA0815GD526779	18' enclosed utility trailer		\$4,000.00	\$0.00	100%
BCRSWMD	2018	TNT Manufacturing	61018	1T9AA0811JD526916	18' enclosed utility trailer		\$5,000.00	\$0.00	100%
BCRSWMD	2018	TNT Manufacturing	61018	1T9AA0814JD526912	18' enclosed utility trailer		\$5,000.00	\$0.00	100%
BCRSWMD	2018	TNT Manufacturing	61018	1T9AA0816JD526913	18' enclosed utility trailer		\$5,000.00	\$0.00	100%

Owner	Year	Manufacturer	Model	VIN/Serial #	Description	Date Purchased	Purchase Price	Amount Owed	% pd by DEQ
BCRSWMD	2018	TNT Manufacturing	61018	1T9AA0818JD526914	18' enclosed utility trailer		\$5,000.00	\$0.00	100%
BCRSWMD	2018	TNT Manufacturing	61018	1T9AA081XJD526915	18' enclosed utility trailer		\$5,000.00	\$0.00	100%
BMRSWMD	1983	Budd trailer		1BK10V920DE206777	Budd trailer	06/16/2008	\$3,650.00		
BMRSWMD	1984	Stick Trailer		1S12E9486ED262954	Stick Trailer	06/01/2001	\$0.00		
BMRSWMD	1986	Lufkin trailer		1L01A4825G1072428	Lufkin trailer	06/25/2008	\$3,650.00		
BMRSWMD	1988	Stoughton trailer		1DW1A4823JS589608	Stoughton trailer	06/16/2008	\$3,650.00		
BMRSWMD	1988	Theuer trailer		1TA114826J2211608	Theuer trailer	06/14/2008	\$3,650.00		
BMRSWMD	1989	Lufkin trailer		1L01A4825K1081882	Lufkin trailer	01/01/2001	\$0.00		
BMRSWMD	1989	Theuer trailer		1TA114825KG213645	Theuer trailer	01/01/2001	\$0.00		
BMRSWMD	1989	Theuer trailer		1TA114825KG214262	Theuer trailer	06/16/2008	\$3,650.00		
BMRSWMD	1989	Theuer trailer		ITA114826KG213458	Theuer trailer	01/01/2001	\$0.00		
BMRSWMD	1990	Lufkin trailer		1L01A532XL1088938	Lufkin trailer	06/18/2008	\$2,200.00		
BMRSWMD	1990	Miller trailer		1MLT14826LB316087	Miller trailer	07/14/2009	\$1,500.00		
BMRSWMD	1990	Miller trailer		1MLT14826LB316154	Miller trailer	07/14/2009	\$1,500.00		
BMRSWMD	1991	Great Dane trailer		1GRAA9621MB039002	Great Dane trailer	06/24/2008	\$3,650.00		
BMRSWMD	1992	Great Dane trailer		1GRAA9628PB009614	Great Dane trailer	01/01/2001	\$0.00		
BMRSWMD	1992	Great Dane trailer		1GRAA9629NB165125	Great Dane trailer	09/09/2008	\$3,650.00		
BMRSWMD	1993	Great Dane trailer		1GRAA9623PB131118	Great Dane trailer	09/09/2008	\$3,650.00		
BMRSWMD	1993	Great Dane trailer		1GRAA9628PB001058	Great Dane trailer	10/03/2000	\$5,750.00		
BMRSWMD	1993	Great Dane trailer		1GRAA9629PB009508	Great Dane trailer	10/03/2000	\$5,750.00		
BMRSWMD	1993	Great Dane trailer		1GRAA9629PB131110	Great Dane trailer	06/24/2008	\$3,650.00		
BMRSWMD	1993	Pines trailer		1PNV482NXPGB74638	Pines trailer	09/09/2008	\$3,650.00		
BMRSWMD	1996	Pines trailer		1PNV482N3TGB84860	Pines trailer	06/24/2008	\$3,650.00		
BMRSWMD	1998	Fruehauf trailer		1JJV532F0WF472156	Fruehauf trailer	06/30/2009	\$300.00		
BMRSWMD	1999	Fruehauf trailer		1JJV532F6XF559030	Fruehauf trailer	07/06/2010	\$4,950.00		
BMRSWMD	1999	Fruehauf trailer		1JJV532F6XF559044	Fruehauf trailer	07/06/2010	\$4,950.00		
BMRSWMD	1999	Fruehauf trailer		1JJV532F6XF559058	Fruehauf trailer	07/06/2010	\$4,950.00		
BMRSWMD	1999	Fruehauf trailer		1JJV532F9XF559054	Fruehauf trailer	07/06/2010	\$4,950.00		
BMRSWMD	1999	Great Dane trailer		1GRAA0620XB028010	Great Dane trailer	12/11/2013	\$5,500.00		
BMRSWMD	1999	Great Dane trailer		1GRAA0621XB028016	Great Dane trailer	12/11/2013	\$5,500.00		

Owner	Year	Manufacturer	Model	VIN/Serial #	Description	Date Purchased	Purchase Price	Amount Owed	% pd by DEQ
BMRSWMD	2000	Dorsey trailer		1DTV11520YA283466	Dorsey trailer	11/17/2010	\$5,675.00		
BMRSWMD	2000	Dorsey trailer		1DTV11528YA282212	Dorsey trailer	11/17/2010	\$5,675.00		
BMRSWMD	2000	Dorsey trailer		1DTV1152XYA282213	Dorsey trailer	11/17/2010	\$5,675.00		
BMRSWMD	2000	Trimline trailer		1PT01JAH2Y6001389	Trimline trailer	07/06/2010	\$4,950.00		
BMRSWMD	2001	Great Dane trailer		1GRAA06211B007223	Great Dane trailer	08/14/2013	\$6,600.00		
BMRSWMD	2001	Wabash Trailer		1JJV532W51L774682	Wabash Trailer	09/11/2015	\$8,000.00		
BMRSWMD	2001	Wabash Trailer		1JJV532W81L747332	Wabash Trailer	09/11/2015	\$8,000.00		
BMRSWMD	2003	Utility trailer		1UYVS25313P004487	Utility trailer	08/19/2014	\$8,560.00		
BMRSWMD	2003	Utility trailer		1UYVS253X4P185736	Utility trailer	08/19/2014	\$8,560.00		
BMRSWMD	2004	Great Dane trailer		1GRAA06284J604010	Great Dane trailer	08/19/2014	\$8,560.00		
BMRSWMD	2004	Stoughton trailer		1DW1A53224S685330	Stoughton trailer	07/22/2015	\$10,800.00		
BMRSWMD	2005	Great Dane trailer		1GRAA06225T513482	Great Dane trailer	09/16/2015	\$12,100.00		
BMRSWMD	2005	Great Dane trailer		1GRAA06295J609895	Great Dane trailer	09/16/2015	\$12,100.00		
BMRSWMD	2005	Stoughton trailer		1DW1A53205S787601	Stoughton trailer	07/22/2015	\$11,800.00		
BMRSWMD	2005	Wabash Trailer		1JJV532W15L922462	Wabash Trailer	12/10/2013	\$11,500.00		
BMRSWMD	2006	Mitsubishi Forklift FG25NQ		AF17D04147	Mitsubishi Forklift FG25NQ	03/27/2013	\$19,950.00		
BMRSWMD	2006	Wabash Trailer		1JJV532W55L946845	Wabash Trailer	06/08/2017	\$9,500.00		
BMRSWMD	2006	Wabash Trailer		1JJV532W85L946841	Wabash Trailer	06/08/2017	\$9,500.00		
BMRSWMD	2007	Vanguard Trailer		5V8VA53217M706715	Vanguard Trailer	09/16/2015	\$10,500.00		
BMRSWMD	2007	Wabash Trailer		1JJV532W07L055350	Wabash Trailer	09/03/2019	\$10,500.00		
BMRSWMD	2007	Wabash Trailer		1JJV532W27L055267	Wabash Trailer	09/03/2019	\$10,500.00		
BMRSWMD	2007	Wabash Trailer		1JJV532W37L028014	Wabash Trailer	05/24/2017	\$10,500.00		
BMRSWMD	2007	Wabash Trailer		1JJV532W57L055392	Wabash Trailer	09/03/2019	\$10,500.00		
BMRSWMD	2007	Wabash Trailer		1JJV532W57L055456	Wabash Trailer	09/03/2019	\$10,500.00		
BMRSWMD	2007	Wabash Trailer		1JJV532W67L027536	Wabash Trailer	09/16/2015	\$11,500.00		
BMRSWMD	2008	Volvo truck		4V4MC9DF48N491526	Volvo truck	07/18/2008	\$89,250.00		
BMRSWMD	2009	Vanguard Trailer		5V8VC53219M903557	Vanguard Trailer	09/13/2016	\$13,000.00		
BMRSWMD	2009	Vanguard Trailer		5V8VC53239M903561	Vanguard Trailer	09/13/2016	\$13,000.00		
BMRSWMD	2013	Kenworth semi tractor		1XKDDP9X3DJ357854	Kenworth semi tractor	07/09/2012	\$100,287.00		
BMRSWMD		Bluff Yard Ramp			Bluff Yard Ramp	11/19/2014	\$11,610.00		

Owner	Year	Manufacturer	Model	VIN/Serial #	Description	Date Purchased	Purchase Price	Amount Owed	% pd by DEQ
BMRSWMD		Equipment storage buildings			Equipment storage buildings	07/06/2010	\$8,951.62		
BMRSWMD		Hoffman Tire Changer		T60DJ006	Hoffman Tire Changer	05/06/2015	\$7,537.11		
BMRSWMD		Parking lot improvements			Parking lot improvements	11/18/2010	\$22,746.00		
BMRSWMD		Polar cooling fan			Polar cooling fan	06/03/2009	\$2,720.00		
BMRSWMD		Portable steel yard ramp			Portable steel yard ramp	02/20/2013	\$10,944.00		
BMRSWMD		Tire Dock			Tire Dock	03/01/2019	\$59,000.00		
BMRSWMD		Tire Program Facility			Tire Program Facility	06/30/2008	\$21,125.00		
BMRSWMD		Walkie Talkie Radio's			Walkie Talkie Radio's	06/27/2008	\$1,576.80		
WRVRSWMD		Action Vibratory Equipment			Mag-Sort wire cleaner				
WRVRSWMD		Eidal	4872		"China" 300 HP shredder				
WRVRSWMD		Grizzly	M80		Granutech shredder				
WRVRSWMD		SSI	M120		300 HP dual-shaft shredder				
WRVRSWMD					6' x 20' rotary disc screen classifier				
WRVRSWMD					Multiple surge bins, cross belt and drum magnets, conveyors, and approximately 25 electric motors of varying HP				

	BCUTP 2022	BMUTP 2022	CCUTP 2022	OMUTP 2022	WRVUTP 2022	UTP1 Combined
Prior Period Carryover	\$ 19,205.00	\$ -	\$ -	\$ -	\$ -	\$ 19,205.00
Revenue	\$ 651,048.67	\$ 783,153.88	\$ 57,746.42	\$ 54,570.54	\$ 1,368,352.65	\$ 2,914,872.16
Expenses	\$ (706,857.53)	\$ (811,650.53)	\$ (87,197.17)	\$ (74,781.87)	\$ (1,734,290.74)	\$ (3,414,777.84)
Net Income	\$ (36,603.86)	\$ (28,496.65)	\$ (29,450.75)	\$ (20,211.33)	\$ (365,938.09)	\$ (480,700.68)

## REVENUE

### LOCAL REVENUE

District Fees on Tires	\$ 18,390.00	\$ 63,937.00	\$ 2,588.08	\$ 775.00	\$ 20,532.47	\$ 106,222.55
Interest	\$ 34.66	\$ 611.81	\$ -	\$ -	\$ -	\$ 646.47
Miscellaneous Income	\$ 943.21	\$ -	\$ -	\$ -	\$ 29.98	\$ 973.19
Processing Services	\$ -	\$ -	\$ -	\$ -	\$ 11,682.86	\$ 11,682.86
Sale of Recovered Recyclables	\$ -	\$ 1,050.00	\$ -	\$ -	\$ 48,943.88	\$ 49,993.88
Sale of Tire-Derived Products	\$ -	\$ -	\$ -	\$ -	\$ 366,600.54	\$ 366,600.54
Service Fees	\$ -	\$ 779.57	\$ -	\$ -	\$ -	\$ 779.57
Trailer Rental	\$ -	\$ 30,900.00	\$ -	\$ -	\$ 61,350.00	\$ 92,250.00
Transportation Services	\$ -	\$ -	\$ -	\$ -	\$ 39,890.00	\$ 39,890.00
<b>SPECIAL REVENUE</b>			\$ -			\$ -
UTP Reimbursements	\$ 631,680.80	\$ 685,875.50	\$ 55,158.34	\$ 53,795.54	\$ 819,322.92	\$ 2,245,833.10
<b>TOTAL REVENUE</b>	<b>\$ 651,048.67</b>	<b>\$ 783,153.88</b>	<b>\$ 57,746.42</b>	<b>\$ 54,570.54</b>	<b>\$ 1,368,352.65</b>	<b>\$ 2,914,872.16</b>

## EXPENSES

### LABOR COSTS

Wages	\$ 115,432.21	\$ 16,876.23	\$ 6,836.80	\$ -	\$ 363,559.69	\$ 502,704.93
Personal Services Matching	\$ 34,831.16	\$ 225,043.33	\$ 1,123.24	\$ -	\$ 12,084.50	\$ 273,082.23

### OPERATING EXPENSES

Mileage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,862.24	\$ 6,847.62	\$ -	\$ -	\$ 24,404.88	\$ 33,114.74
Rent (Property)	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00
Utilities	\$ 1,470.60	\$ 1,601.61	\$ -	\$ -	\$ 72,806.27	\$ 75,878.48
Communications (Printing)	\$ 408.05	\$ -	\$ -	\$ -	\$ -	\$ 408.05
Office Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues & Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ 200.00
Licenses & Permits	\$ 110.00	\$ 300.00	\$ -	\$ -	\$ 2,954.44	\$ 3,364.44
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Advertising	\$ 15.01	\$ -	\$ -	\$ -	\$ 88.56	\$ 103.57

### CONTRACTUAL EXPENSES

Capital Expenses	\$ 257.21	\$ -	\$ -	\$ -	\$ -	\$ 257.21
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ 43,308.67	\$ 43,308.67
Principal	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 241,900.01	\$ 249,900.01
Interest	\$ -	\$ -	\$ -	\$ -	\$ 31,299.66	\$ 31,299.66
Fuel, Oil & Lubricants	\$ 47,432.23	\$ 45,401.20	\$ 6,892.20	\$ -	\$ 24,715.60	\$ 124,441.23
Misc Operating Expense	\$ -	\$ -	\$ -	\$ -	\$ 4,184.11	\$ 4,184.11
Professional Services	\$ 5,470.85	\$ 117,158.61	\$ -	\$ -	\$ 1,727.25	\$ 124,356.71
Repairs/Maintenance	\$ 5,149.38	\$ 31,731.78	\$ -	\$ -	\$ 734,881.06	\$ 771,762.22
Supplies-Durable (Small Equipment)	\$ 291.23	\$ 579.36	\$ -	\$ -	\$ 892.70	\$ 1,763.29
Supplies-Expendable	\$ 19.70	\$ -	\$ -	\$ -	\$ -	\$ 19.70
Processing & Disposal Fees	\$ 289,394.03	\$ 341,458.22	\$ -	\$ 74,781.87	\$ 54,938.77	\$ 760,572.89
Tires	\$ 5,243.15	\$ 12,140.38	\$ -	\$ -	\$ -	\$ 17,383.53
Toll Fees	\$ 513.05	\$ -	\$ -	\$ -	\$ -	\$ 513.05
Training/Travel	\$ -	\$ 64.40	\$ -	\$ -	\$ 633.89	\$ 698.29
Transport	\$ -	\$ -	\$ -	\$ -	\$ 79,275.23	\$ 79,275.23
Uniforms/PPE	\$ 121.55	\$ 447.79	\$ -	\$ -	\$ 6,728.65	\$ 7,297.99
Rental / Lease - Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment Rental	\$ -	\$ -	\$ -	\$ -	\$ 33,706.80	\$ 33,706.80
Trailer Lease/Rental	\$ 119,246.88	\$ -	\$ -	\$ -	\$ -	\$ 119,246.88
Truck Lease/Rental	\$ 71,589.00	\$ -	\$ -	\$ -	\$ -	\$ 71,589.00

<b>TOTAL EXPENSES</b>	<b>\$ 706,857.53</b>	<b>\$ 811,650.53</b>	<b>\$ 87,197.17</b>	<b>\$ 74,781.87</b>	<b>\$ 1,734,290.74</b>	<b>\$ 3,414,777.84</b>
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## **Waste Tire Hauling Agreement**

This is a non-exclusive Agreement entered into this 15th day of January 2021, with an effective date of January 16, 2021, by and between Paul W. Duvall, 5140 SR326, Russellville, AR 72802 (hereinafter called "Contractor") and the West River Valley Regional Solid Waste Management District (hereinafter called "Districts") to participate in the operation of an Inter-district Waste Tire Management Program.

1. Contractor agrees to take delivery of waste tires throughout the Districts. The Districts will determine the number and location of the waste tire collection sites. Waste tires received at the collection sites will be loaded onto trailers provided by the Districts. Contractor agrees to locate or remove a trailer from designated collection site within two working days after notice thereof.
2. Contractor agrees to operate the program in full compliance with the applicable Arkansas Statutes and Waste Tire Program Regulation No. 14, promulgated by the Arkansas Department of Environmental Quality (ADEQ), as in effect as of the date of this Agreement and as hereafter amended, and such other rules, regulations and pronouncements if ADEQ as may affect delivery, recycling and processing of waste tires in the State of Arkansas. Included with this agreement will be a copy of Regulation No. 14 for the contractor.
3. The term of this Agreement shall be from January 16, 2021, through June 16, 2021, but may be extended by mutual agreement of the parties.
4. Contractor agrees the rate to haul will be \$2.20 per mile, charged per mile traveled to and from Greensource Waste Tire Processing Facility located at 24087 Highway 164, Clarksville Arkansas and Waste Tire Drop Off locations throughout the District: with the exception of hauls from the Carroll County drop-off center. Hauls from the Carroll County drop-off center will be \$440.00 per round trip. In the event the price of diesel fuel reaches \$3.00 or more, according to the U.S. Energy Information Administration Gulf Coast Rate for On Highway Diesel Fuel Prices, a fuel surcharge of 6% will be added to the rate, with the fuel surcharge increasing at \$0.01 per mile per \$0.05 increase of fuel over \$3.00 per gallon.
5. Contractor agrees to assist the Districts with the cleanup of waste tire dumps. The Districts will select and determine the priority order for dumpsite cleanup. The Contractor will locate a trailer at the selected site and accept delivery of waste automobile/ light truck or truck tires. The waste generator of the private property owner of the dumpsite will load the tires onto the trailer under supervision of the Districts.
6. It is specifically contemplated in this Agreement that the Contractor will deliver the tires to be recycled. Waste tires will not be used for any other purpose without the written consent of the Districts.

7. Contractor shall provide Districts with an invoice weekly showing the name and address of the waste tire generator or waste tire dump site and the miles traveled. Contractor shall submit by the Monday of the following week a statement with attached invoices for payment by the Districts to the Contractor. Districts shall have ten (10) days in which to review the statements and shall pay any undisputed amounts no later than the next business day following the ten (10) day review period described.
8. It shall be the responsibility of the Contractor to deliver with each load of waste tires a proper manifest received from the waste tire generator, detailing the number of waste tires on the load.
9. Contractor will provide Districts access to all contracts or records for the purpose of monitoring performance and/or conducting compliance and financial audits. Contractor shall make records available during normal business hours.
10. Districts may terminate this Agreement if:
  - a. Contractor does not perform any portion of the Contractor's responsibilities as described in this Agreement;
  - b. Contractor makes a general assignment or general arrangement for the benefit of creditors;
  - c. If a petition for adjudication of bankruptcy or reorganization or rearrangement is filed by or against the Contractor and is not dismissed within thirty (30) days; or
  - d. Contractor ceases operation or is otherwise in violation of the terms of this Agreement.
11. All payments made by the Districts herein shall come exclusively from the Solid Waste Tire Grant Fund. There is no liability for payment from other funds and resources of the Districts. If grant funds are depleted prior to the end of the term of this Agreement, Districts shall have the right to declare the Arrangement terminated with no further liability to the Districts, their individual counties and municipalities.
12. Contractor shall comply with all federal, state and local laws, regulations and ordinances, and shall obtain and maintain in full force and affect all permits necessary or required to conduct the operations required in this Agreement.
13. Contractor agrees to operate clean, well-maintained equipment. Any spills caused by accidents or other incidents will be the sole responsibility (and cost) of the Contractor and will be cleaned up immediately by the Contractor according to all applicable laws or governmental regulations.
14. Throughout the term of this agreement or any extension thereof, Contractor shall keep in full force and effect:

- a. Workers Compensation Insurance that meets state limits
- b. Comprehensive Public Liability Insurance covering bodily injury and physical property damage of at least \$1,000,000.00 insuring Contractor and Districts against liability arising out of or resulting from Contractor's actions in performance of its obligations under the terms of this Agreement.
- c. Comprehensive Automobile Liability Insurance.
- d. Financial assurance in at form acceptable to the Districts in the amount of \$1,000,000.00
- e. Physical Damage Insurance for equipment not owned by Contractor in the amount of \$5,000.00 Such policy shall name West River Valley Regional Solid Waste Management District as additionally insured/loss payee.

The Contractor shall deliver to the Districts Waste Tire Administrator certificates of insurance satisfactory to the Districts evidencing the existence of all insurance that is required to be maintained by Contractor. Such insurance policy shall provide that it will not be canceled or modified except after thirty (30) days written notice to the Districts. Delivery of the insurance certificate shall be made promptly after execution of this Agreement and within thirty (30) days prior to the expiration of the current policy.

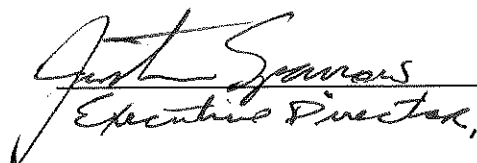
- 15. Contractor will indemnify, defend, and hold harmless the Districts, their Board members, Officers or Agents, from and all claims of any nature arising directly or indirectly from Contractors operations or performance of this Agreement.
- 16. This Agreement and the rights and obligation of the parties hereto shall be governed by the State of Arkansas. The parties agree that any legal action or proceedings arising out of or in connection with this Agreement shall be brought in Circuit Court of Johnson County, Arkansas. The rights, powers and remedies given to the Districts by this Agreement shall be cumulative and in addition to all rights, powers and remedies given to the Districts by virtue of any statute or rule of law.
- 17. Contractor may not assign any rights, duties or obligations under or arising from this Agreement without prior written consent of the Districts.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

Paul W. Duvall



West River Valley Regional SWMD



Executive Director, W R V R S W M D

## BID FOR TIRE HAULING FOR GREEN SOURCE

MY BID TO HAUL WASTE TIRES WOULD BE \$2.20 PER MILE TO AND FROM GREEN SOURCE WITH THE EXCEPTION OF CARROL COUNTY WHICH IS \$440 PER TRIP. IN THE EVENT THE PRICE OF DIESEL FUEL REACHES \$3.00 OR MORE, ACCORDING TO THE U.S. ENERGY INFORMATION ADMINISTRATION GULF COAST RATE FOR ON HIGHWAY DIESEL FUEL PRICES, A FUEL SURCHARGE OF 6% WILL BE ADDED TO THE RATE, WITH THE FUEL SURCHARGE INCREASING AT \$0.01 PER MILE PER \$0.05 INCREASE OF FUEL OVER \$3.00 PER GALLON.

Paul W. Small

## Addendum to Existing Contract

This document is in reference to the contract agreement dated January 15, 2021, between the following parties that are named below in this document.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and/ or additions that are outlined below. These additions shall be made valid as they are included in the original stated contract.

Stated Contract for: Per Haul fee for drop off and pick up of waste tire trailers in Carroll County, Arkansas to increase from \$440.00 per round trip haul to \$600. 00 per round trip haul.

Signature

Justin Sparrow  
West River Valley RSWMD

Print Name

Justin Sparrow Date May 16<sup>th</sup>, 2022

Signature

Paul W. Duvall

Print Name

Paul W. Duvall Date 5/16/22

**WEST RIVER VALLEY TIRE TRAILER AGREEMENT****PRIVATE GENERATORS:**

This agreement is entered into on this date, **September 7th, 2023**, between

West River Valley RSWMD – Tire Recycling Program  
& Green Source Recycling  
24087 Hwy. 164  
Clarksville, AR 72830

**Physical Trailer Location Address:**

\_\_\_\_ Greenwood Tire and Alignment, Inc. \_\_\_\_ Phone: \_\_\_\_ 479-996-7510 \_\_\_\_

\_\_\_\_ Attn: Chris Lamberson \_\_\_\_ Fax: \_\_\_\_

\_\_\_\_ 803 W. Denver Street, Greenwood, AR 72936 \_ Email: \_\_CLamberson@yahoo.com \_\_\_\_

Waste Tire Number: \_\_\_\_ 75960947 \_\_\_\_ WST

For the monthly use of a 53' West River Valley RSWMD waste tire trailer for the purpose of disposing of waste tires generated in the course of Lessee's day-to-day business.

**TERMS**

This rental agreement shall be effective on the date above and may be terminated at any time by either party by giving 30-days written notice via email or certified mail. If no such notice is given, this agreement shall renew annually on the anniversary date.

**FEES**

Lessee agrees to pay Lessor **\$225 monthly** for the use of the tire trailer. The first rental payment shall be due on the date of this agreement, with successive rental payments due the \_\_\_\_10th\_\_\_\_ day of each month thereafter. Lessee will have a 15-day grace period to remit rental payment. If rental payment is more than 15 days late, Lessor may consider the agreement cancelled and order the trailer retrieved from Lessee's premises.

**TRAILER DELIVERY AND PICK UPS**

West River Valley shall deliver the trailer to Lessee's property in good working condition and fit for its purpose as a waste tire collection trailer. Lessee agrees to notify West River Valley when the trailer is full so that it may be picked up and an empty trailer delivered in its place, via phone, or by calling **479-754-7475**.

Lessee agrees to pay Lessor **\$250 per haul** of the tire trailer. Lessee will be billed per haul immediately after the trailer arrives to the West River Valley RSWMD property. Lessee will have a 15-day grace period to remit hauling payment. If hauling payment is more than 15 days late, Lessor may consider the agreement cancelled and order the trailer retrieved from Lessee's premises. In addition, trailers received without proper documentation, i.e. manifests, or without appropriate fees paid, will be billed accordingly.

**USE OF TRAILER**

Lessee agrees to use the trailer in a good and careful manner and will comply with any and all applicable laws whether local, state, or federal.

Lessee agrees to use trailer for the purpose for which it is designed and intended in this agreement and not for any other purpose.

Lessee will not alter, modify, or attach anything to the trailer.

Lessee agrees that trailer is not to be moved by anyone other than Lessor's authorized Contractor, West River Valley Solid Waste District or an authorized employee or contractor thereof.

In addition, Lessee agrees to the following:

- (1) To properly declare on a manifest form all tires that are placed in the trailer;
- (2) To only allow waste tires that are generated in the course of Lessee's day-to-day business to be placed in the trailer;
- (3) To ensure that all tires placed in the trailer are off-the-rim and free of dirt, mud, rocks or other debris;
- (4) To stack tires properly in the trailer so as to maximize load efficiency;
- (5) To place no more weight than the equivalent of 90 truck tires in the trailer at any time, and to ensure that trailer is never overfilled;
- (6) To call West River Valley for trailer pick-up when full;
- (7) To ensure free access to the trailer at all times for pickup/delivery by West River Valley or an authorized employee or contractor thereof;
- (8) To inform Lessor immediately in the event of problems with the trailer or damage that occurs to the trailer; and,
- (9) To remit monthly any and all fees due to the Lessor for the processing of non-fee paid tires along with the agreed-upon trailer rental.

**REPAIRS**

Lessee will inform Lessor or their authorized contractor, West River Valley, of any deficiencies or repairs that are needed. Lessor shall be responsible for any and all maintenance and repairs that result from normal use and wear-and-tear on the trailer.

**LOSS AND DAMAGE**

In the event that the trailer is damaged or destroyed as a result of misuse, vandalism, or the careless action of Lessee or any employee of Lessee's company, Lessee shall be responsible for the cost of needed repairs. In the event that said damage results in total loss of the trailer, Lessee shall be liable for a replacement cost of \$4,900.00 payable to Lessor within 30 days of said loss. (Damage will be considered a "total loss" if trailer is rendered irreparable or if the cost to repair is greater than the market value of the trailer.)

If damage or loss occurs as the result of inclement weather, earthquake, or other such catastrophe or natural disaster beyond the control of either party to prevent, Lessee shall not be liable for the loss.

**INSURANCE**

Lessee agrees to maintain liability insurance for Lessee's premises and to ensure that this insurance covers any public liability that might result while trailer is on said premises. Lessor shall be held harmless for any injury or damage that occurs while trailer is on Lessee's premises.

Both Lessor and Lessee have read and agree to fulfil the terms of this rental agreement. Signed this

7th day of September, 2023.

LESSEE:

**Billing Address:**

LESSOR:

Greenwood Tire and Alignment, Inc.Chris LambersonP.O. Box 2374, Greenwood, AR 72936

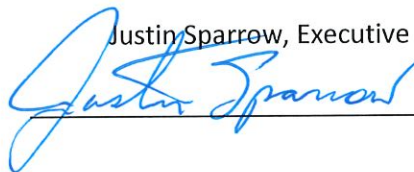
**West River Valley RSWMD  
Tire Management Program  
24087 Hwy. 164  
Clarksville, AR 72830**

Sign: A

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Justin Sparrow, Executive Director




Office Use Only:

Date of Trailer Placement: \_\_\_\_\_

Re: Current Pricing



Michelle Murphy <Michelle@jordandisposal.com>  
To: Matthew Partain

 If there are problems with how this message is displayed, click here to view it in a web browser.

Start your reply all with:

 Feedback

The rate for Boston Mountain tire disposal is \$125.00 per ton.

Thanks,

**Michelle Murphy**

General Manager

**Jordan Disposal LLC**

T: 417-624-4469

**Yellow Iron & Truck Repair LLC**

T: 620-210-1599

Cell Phone: 620-210-1999

[michelle@jordandisposal.com](mailto:michelle@jordandisposal.com) | [www.jordandisposal.com](http://www.jordandisposal.com)



## EcoShred Pricing

Drop SEMI @ EcoShred in Springfield, MO - \$800 per trailer

Use Prime Inc. for transportation of SEMI's to EcoShred – \$1286.87 per trailer

Drop Passenger @ EcoShred - \$800 per trailer

Use Prime Inc. for transportation of passenger to EcoShred - \$1284.13

No OTR's accepted at EcoShred

Passengers are intermittent at best. They will not take them without notification.



ECOSHRED  
2740 N. Mayfair Ave.  
Springfield, MO 65803  
(417) 799-8932

## QUOTE

120



QT120

**Order Date**  
10/13/22

**Terms**  
Net 30

**Rep** HOU

### Ship-To

Boston Mountain Solid Waste  
11398 S Bond Rd  
PO Box 228  
Prairie Grove, AR 72753

### Bill-To

Boston Mountain Solid Waste  
11398 S Bond Rd  
PO Box 228  
Prairie Grove, AR 72753

Item #	Product	UOM	Unit Price	Quantity	Total
DROP	DROP TRUCK TIRE EA	EA	800.00000	1.00	800.00
				Subtotal	800.00
				Tax	0.00
				Grand Total	800.00

Print Date 10/09/23



ECOSHRED  
2740 N. Mayfair Ave.  
Springfield, MO 65803  
(417) 799-8932

## QUOTE

107



QT107

**Order Date**

09/23/22

**Terms**

Net 30

**Rep** HOU

### Ship-To

Boston Mountain Solid Waste  
11398 S Bond Rd  
PO Box 228  
Prairie Grove, AR 72753

### Bill-To

Boston Mountain Solid Waste  
11398 S Bond Rd  
PO Box 228  
Prairie Grove, AR 72753

Item #	Product	UOM	Unit Price	Quantity	Total
FSC	FUEL SURCHARGE	EA	0.82290	163.00	134.13
DROP CAR	DROP CAR	EA	800.00000	1.00	800.00
FREIGHT	FREIGHT	EA	350.00000	1.00	350.00
				Subtotal	1284.13
				Tax	0.00
				Grand Total	1284.13

Print Date 10/09/23



ECOSHRED  
2740 N. Mayfair Ave.  
Springfield, MO 65803  
(417) 799-8932

## QUOTE

108



QT108

**Order Date**  
09/23/22

**Terms**  
Net 30

**Rep** HOU

### Ship-To

Boston Mountain Solid Waste  
11398 S Bond Rd  
PO Box 228  
Prairie Grove, AR 72753

### Bill-To

Boston Mountain Solid Waste  
11398 S Bond Rd  
PO Box 228  
Prairie Grove, AR 72753

Item #	Product	UOM	Unit Price	Quantity	Total
FSC	FUEL SURCHARGE	EA	0.83971	163.00	136.87
DROP	DROP TRUCK TIRE EA	EA	800.00000	1.00	800.00
FREIGHT	FREIGHT	EA	350.00000	1.00	350.00
				Subtotal	1286.87
				Tax	0.00
				Grand Total	1286.87

Print Date 10/09/23



ECOSHRED  
2740 N. Mayfair Ave.  
Springfield, MO 65803  
(417) 799-8932

## QUOTE

121



QT121

**Order Date**  
10/13/22

**Terms**  
Net 30

**Rep** HOU

### Ship-To

Boston Mountain Solid Waste  
11398 S Bond Rd  
PO Box 228  
Prairie Grove, AR 72753

### Bill-To

Boston Mountain Solid Waste  
11398 S Bond Rd  
PO Box 228  
Prairie Grove, AR 72753

Item #	Product	UOM	Unit Price	Quantity	Total
DROP CAR	DROP CAR	EA	800.00000	1.00	800.00
				Subtotal	800.00
				Tax	0.00
				Grand Total	800.00

Print Date 10/09/23

Re: Tires



Gary Champlin <ctri@nckcn.com>  
To: Matthew Partain

 You replied to this message on 3/8/2023 1:36 PM.

Matt,

Thank you for getting back with me, April first our per ton price will be \$130.00 per ton this will include all tire including OTR at our Weir Ks. Facility. Hopefully we will be able to look at a longer term agreement at some point.

Gary

  Reply  Reply All  Forward 

Wed 3/8/2023 12:45 PM

Not applicable  
to UTP1.

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intentionally  
blank.

# Business Plan (TAP-12)

version 1.7

(Submission #: HPV-Q0X7-6Z4CN, version 3)

## Details

**Submitted** 10/19/2023 (85 days ago) by Leslie Kay Morris

**Alt ID** UTP-2-Northeast Arkansas Tire Program

**Submission ID** HPV-Q0X7-6Z4CN

**Status** Submitted

## Form Input

### Used Tire Program Overview

**Reporting Year**  
2023

**Used Tire Program Identification Number**  
UTP-2

**Used Tire Program (UTP) Name**  
Northeast Arkansas Tire Program

#### Used Tire Program Processing Facility Address

**Address**  
300 Spring Street, Suite 200  
1800 E. 14th Street (Processing)  
LITTLE ROCK, AR 72202

#### List of Permits Issued to UTP

Permit Type	Permit Number	Permit Expiration Date	Permittee
TPF - Tire Processing Facility	0000000	6/28/2023	N/A

**Square Mileage Served by the Used Tire Program (UTP)**  
18,280

**Population based on most Recent Federal Census**  
1,353,499

#### Used Tire Program Board Members

Title	First and Last Name	Phone Number	Email	Mailing Address
Director	Craig Douglass	501-580-1608	craig@regionalrecycling.org	300 Spring Street, Suite 200 Little Rock, AR 72201
Mayor	Charles Snapp	870-886-6638	cityhall@cityofwalnutridge.com	300 Main Street, Walnut Ridge, AR 72476
Mayor	Rick Womack	870-349-5313	rickwomack@mytuckerman.com	200 W. Main Street P.O. Box 1117, Tuckerman, AR 72473
Mayor	Greg Hamby	870-297-3772	greg.hamby@cityofcalicorock.org	265 E. 2nd Street, P. O. Box 370, Calico Rock, AR 72519

Title	First and Last Name	Phone Number	Email	Mailing Address
Mayor	Randall Homsley	501-742-3678	higginsoncity@gmail.com	15 Walker Road, P. O. Box 198, Higginson, AR 72068
Judge	Woody Wheelless	870-739-3200	judgewheelless@crittco.com	100 Court Square, Marion, AR 72364
Judge	Allen Dodson	501-450-4900	allen.dodson@faulknercountyar.gov	801 Locust Avenue, Conway, AR 72034
Judge	Eric Smith	870-368-4328	countyjudge@izardcountyar.org	P. O. Box 327, Melbourne, AR 72556
Judge	John Nelson	870-763-0150	countyjudge@mississippicountyar.org	822 W. Plantation Road, Burdette, AR 72321
Judge	Barry Hyde	501-340-8305	bhyde@pulaskicounty.net	201 S. Broadway, Ste. 400, Little Rock, AR 72201
Judge	Stacey Avey	870-269-3351	sc_judge@yelcot.net	107 W. Main Street, Suite C, Mountain View, AR 72560
Judge	Michael John Gray	870-347-5206	michaeljohn.gray@woodruffcountyar.org	P. O. Box 300, Augusta, AR 72006

#### Attach Inter-District Agreement

[Resolution2023-01Signed.pdf - 06/28/2023 05:05 PM](#)

[Resolution2023-02.pdf - 09/07/2023 10:14 AM](#)

#### Comment

NONE PROVIDED

#### Do you have an approved Solid Waste Management Plan filed with DEQ

Yes

### Current Calendar Year Operations

#### Used Tire Program Equipment List

Year	Equipment	Manufacturer	Make	Model	Serial Number	Cost/Value	Amount Owed	Percentage DEQ PAID
2003	Tire Shredder	Columbus McKinnon	NA	NA	TS3128	300,000.00	0	89
2006	Liberator	Columbus McKinnon	NA	NA	LBR4R05006	284,053.00	0	71
2010	Tire Shredder	Columbus McKinnon	NA	NA	TS1012BR	200,000.00	0	100
2011	Forklift	Wiese	NA	NA	NA	29,414.15	0	100
2012	Tire Shredder	Innovative Distribution & Manufacturing	NA	NA	R-113-H2-12-01	261,360.00	0	72
2014	Magnetic Separator	ERIEZ Manufacturing Co.	NA	NA	NA	48,403.96	0	100
2014	Screener	Granutech Saturn Systems	Rotex	NA	NA	96,600.00	0	100
2014	Infeed Shystem with Conveyors	Granutech Satrun Systems	Amadus	NA	NA	78,960.00	0	100
						Sum: 1,298,791	Sum: 0	

#### Contract Obligations

Contract Name	Length of Contract (Years)	Dollar Amount of Contract
Davis Rubber Contract	5	0000

**Attach Actual Contracts**[District2DavisContract.pdf - 06/30/2023 04:10 PM](#)**Comment**

NONE PROVIDED

**Disposition of Tires and Tire Residuals Collected and Processed**

Type of Disposition	Shipped To Facility Name	City and State	Amount in Tons	Percentage
TDF End User: Pulp & Paper	Domtar	Ashdown, Arkansas	3,380.88	13.54
Solid Waste Disposal Facility	LRS	Mayflower, Arkansas	16,209.78	64.91
Electric Arc Furnace	NuCore	Memphis, Tennessee	535.97	2.15
Playground Fall Zone Cover	NA	NA	468.00	1.87
Rubber Mulch	NA	NA	150.5	0.60
Other: Used Tires	NA	NA	94.0	0.38
TDF End User: Pulp & Paper	Evergreen Packaging	Pine Bluff, Arkansas	2,140.64	8.57
Other: Power Plant	Oklahoma Gas & Electric	Panama, Oklahoma	1,617.02	6.48
Electric Arc Furnace	Gerdau	Ft. Smith, Arkansas	88.34	0.35
Solid Waste Disposal Facility	Cannon Landfill	Whitehall, Arkansas	288.00	1.15
			Sum: 24,973	Sum: 100.00

**Administration Time Detail (Current Calendar Year)**

Category	Coordinator	Administrator 1	Administrator 2
% of Time	70.00	20.00	0.00

**Administration Cost Detail (UTP Salaries and Benefits)**

Category	Coordinator	Administrator 1	Administrator 2	Current Total for Calendar Year	Projected Total for Calendar Year
Salary	65520	27336	0	92,856	92,856
Total Salary	0	0	0	0	0
Taxes	0	0	0	0	0
Retirement	0	0	0	0	0
Insurance	728	312	0	1,040	1,040
Personal Services Matching Total	0	0	0	0	0
Grand Total	0	0	0	0	0
Expenses Total	0	0	0	0	0
Salary and Expense Total	0	0	0	0	0
				Sum: 93,896	Sum: 93,896

**Attach Profit and Loss Statement**[2022 YTD Tire P & L.pdf - 06/28/2023 05:10 PM](#)[Year 2022 Tire Program Info for Craighead County Tire Accountability Program.pdf - 09/07/2023 08:25 AM](#)[P & L 2022 WHITE RIVER UTP.pdf - 09/07/2023 10:16 AM](#)[DAVIS RUBBER COMPANY 2021 Tax Return P1.pdf - 09/29/2023 07:36 AM](#)[DAVIS RUBBER COMPANY 2022 Tax Return P1.pdf - 09/29/2023 07:36 AM](#)[Preliminary Income Stmt - Condensed 7.31.2023.pdf - 09/29/2023 07:37 AM](#)**Comment**

NONE PROVIDED

**Access-Controlled Collection Centers**

Collection Center	Address	Hours	Cost
Clay County Road Department	2643 Heritage Park Road, Piggot, AR 72454	8	200
Crittenden County Road Department	2349 HWY 64 W, Marion, AR 72364	8	200

Collection Center	Address	Hours	Cost
Cross County Road Department	1730 AR-193, Wynne, AR 72396	8	200
Conway City Landfill	4550 HWY 64 W., Conway, AR 72033	8	200
Northeast Arkansas Regional Landfill	1810 Greene - 890 Road, Paragould, AR 72451	8	200
K&A Tires and More	628 E. Page Avenue, Malvern, AR 72104	8	200
Lawrence County Road Department	1776 HWY 67, Hoxie, AR 72433	8	200
Lee County Road Department	529 HWY 243, Marianna, AR 72360	8	200
Lonoke Tire & Lube	808 N. Center Street, Lonoke, AR 72086	8	200
Monroe	(case-by case retailer notifications)	8	200
Mississippi County Landfill	1695 E. County Road 506, Luxora, AR 72358	8	200
Poinsett County Landfill	704 N. East Street, Harrisburg, AR 72403	8	200
Harvey's Garage	1905 Main Street, Des Arc, AR 72086	8	200
Davis Rubber Company	1800 E. 14th Street, Little Rock, AR 72202	8	200
Randolph County Transfer Station	145 Landfill Road, Pocahontas, AR 72455	8	200
Republic Landfill	18511 W. Sardis Road, Benton, AR 72011	8	200
NEARCO	604 MLK Drive, Madison, AR 72359	8	200
Cleburne County Transfer Station	154 Libby Road, Heber Springs, AR 72543	8	200
Legacy Landfill	238 CR Road 476, Jonesboro, AR 72404	8	200
Main Street Tire & Auto	21 Main N. Main Street, Salem, AR 72576	8	200
Kent's Firestone	1316 E. Main Street, Batesville, AR 72501	8	200
Izard County Yard	9 Timber Lane, Melbourne, AR 72556	8	200
Newport City Yard	420 Morris Avenue, Newport, AR 72112	8	200
Sharp County Road Department	2 Progress Lane, Ash Flat, AR 72513	8	200
Mountain View Transfer Station	164 Recycle Road, Mountain View, AR 72560	8	200
White River Reclamation	220 Conway Road, Bald Knob, AR 72010	8	200
Woodruff County Yard	997 Poplar, McCrory, AR 72101	8	200

**What is the Quantity of Tires Currently on Any Property Owned, Lease, or Otherwise Controlled by this UTP?**  
100000

#### Outstanding Debts

Creditor	Monthly Payment Amount	Total Amount Owed	Maturity Date
0	0	0	6/28/2023

### Proposed Next Year Operations

#### Used Tire Program Equipment List

Year	Equipment	Manufacturer	Make	Model	Serial Number	Cost/Value	Amount Owed	Percentage DEQ PAID
2003	Tire Shredder	Columbus McKinnon	0	0	TS03128	300,000.00	0	89
2006	Liberator	Columbus McKinnon	0	0	LBR4R05006	284,053.00	0	71
2010	Tire Shredder	columbus McKinnon	0	0	TS1012BR	200,000.00	0	100
2011	Forklift	Wiese	0	0	0	29,414.15	0	100
2012	Tire Shredder	Innovative Distribution & Manufacturing	0	0	R-113-H2-12-01	261,360.00	0	72
2014	Magnetic Separator	ERIEZ Manufacturing Co.	0	0	0	48,403.96	0	100

Year	Equipment	Manufacturer	Make	Model	Serial Number	Cost/Value	Amount Owed	Percentage DEQ PAID
2014	Screener	Granutech Saturn Systems	Rotex	0	0	96,600.00	0	100
2014	Infeed System with Conveyors	Granutech Saturn Systems	Amadus	0	0	78,960.00	0	100
						Sum: 1,298,791	Sum: 0	

#### Contract Obligations

Contract Name	Length of Contract (Years)	Dollar Amount of Contract
N/A	0	0

#### Disposition of Tires and Tire Residuals Collected and Processed

Type of Disposition	Facility Name	City and State	Amount in Tons	Percentage
Electric Arc Furnace	Nucore	NA	28,600	100.00
			Sum: 28,600	Sum: 100.00

#### Administration Time Detail (Next Calendar Year)

Category	Coordinator	Administrator 1	Administrator 2
% of Time	70.00	20.00	0.00

#### Administration Cost Detail (UTP Salaries and Benefits)

Category	Coordinator	Administrator 1	Administrator 2	Current Total for Calendar Year	Projected Total for Calendar Year
Salary	65520	27336	0	92,856	92,856
Total Salary	0	0	0	0	0
Taxes	0	0	0	0	0
Retirement	0	0	0	0	0
Insurance	728	312	0	1,040	1,040
Personal Services Matching Total	0	0	0	0	0
Grand Total	0	0	0	0	0
Expenses Total	0	0	0	0	0
Salary and Expense Total	0	0	0	0	0
				Sum: 93,896	Sum: 93,896

#### Access-Controlled Collection Centers

Collection Center	Address	Hours	Cost
Newport City Yard	420 Morris Avenue, Newport, AR 72112	8	50
Lawrence County Road Department	1776 HWY 67, Hoxie, AR 72433	8	50
Lee County Road Department	529 HWY 243, Marianna, AR 72360	8	50
Lonoke Tire & Lube	808 N. Center Street, Lonoke, AR 72086	8	50
Monroe	(case by case retailer notifications)	8	50
Mississippi County Landfill	1695 E. County Road 506, Luxora, AR 72358	8	50
Poinsett County Landfill	704 N. East Street, Harrisburg, AR 72403	8	50
Harvey's Garage	1905 Main Street, Des Arc, AR 72086	8	50
Davis Rubber Company	1800 E. 14th Street, Little Rock, AR 72202	8	50
Randolph County Transfer Station	145 Landfill Road, Pocahontas, AR 72455	8	50
Republic Landfill	18511 W. Sardis Road, Benton, AR 72011	8	50
Sharp County Road Department	2 Progress Lane, Ash Flat, AR 72513	8	50

Collection Center	Address	Hours	Cost
NEARCO	604 MLK Drive, Madison, AR 72359	8	50
Mountain View Transfer Station	164 Recycle Road, Mountain View, AR 72560	8	50
Whiter River Reclamation	220 Conway Road, Bald Knob, AR 72010	8	50
Woodruff County Yard	997 Poplar, McCrory, AR 72101	8	50
Izard County Yard	9 Timber Lane, Melbourne, AR 72556	8	50
Kent's Firestone	1316 E. Main Street, Batesville, AR 72501	8	50
K&A Tires and More	628 E. Page Avenue, Malvern, AR 72104	8	50
Northeast Arkansas Regional Landfill	1810 Greene-890 Road, Paragould, AR 72451	8	50
Main Street Tire & Auto	251 N. Main Street, Salem, AR 72576	8	50
Conway City Landfill	4550 HWY 64 W, Conway, AR 72033	8	50
Cross County Road Department	1730 AR-193, Wynne, AR 72396	8	50
Legacy Landfill	238 CR Road 476, Jonesboro, AR 72404	8	50
Crittendon County Road Department	2349 HWY 64 W, Marion, AR 72364	8	50
Cleburne County Transfer Station	154 Libby Road, Heber Springs, AR 72543	8	50
Clay County Road Department	2643 Heritage Park Road, Piggott, AR 72454	8	50

### Outstanding Debts

Creditor	Monthly Payment Amount	Total Amount Owed	Maturity Date
N/A	0	0	6/28/2023

### Attach Capital Improvement and Maintenance Plan with Estimated Expenditures and Cost for the Next Calendar Year

[District2DavisContract.pdf - 06/30/2023 04:22 PM](#)

#### Comment

Refer to Section 7 of the DRC Contract

### What are the District's Tire Management and Processing Goals for the Next Three (3) Calendar Years?

District 2's goals include improving collection center locations and operations, with a focus on, operational hours, staffing, and waste tire manifest collection and accuracy; increasing efficiency of tire collection and transport for processing; and reducing management and administration costs.

### Discuss the District's Initiatives to Increase Efficiency and Productivity for the Next Three (3) Calendar Years

District 2 is actively pursuing the location of an additional tire shredding facility in Northeast Arkansas to collect, transport, and process tires for use as Tire Derived Fuel by Mississippi County steel mills, thus reducing the annual transport cost of roughly 600,000 passenger tires currently being processed in the District.

### Analyze the District's Efforts to Promote Recycling and Sustainability for the Next Three (3) Calendar Years

District 2 will revise and promote its waste tire website, TiresBeGone.com, to inform tire retailers, businesses, residents, local governments, and waste tire collection centers of the benefits of tire recycling and the impact it has on economic development, the public health, and the state's shared environment. The District's efforts will also include the promotion of ReportDumping.com, to help address the problem of illegal dumping of solid waste, including waste tires.

## Fiscal Evaluation

### Used Tire Program Expenses

Category	Explain	Previous Calendar Year (Actual Cost)	Current Calendar Year (Projected Cost)	Next Calendar Year (Projected Cost)
Wages		84,990.64	92,856.00	92,856.00
Personal Services Matching		3,172.16	0	0
Mileage		337.12	500.00	500.00
Insurance		0	1,040.00	1,040.00
Rent (UTP Space)		3,793.51	3,794.00	3,794.00

Category	Explain	Previous Calendar Year (Actual Cost)	Current Calendar Year (Projected Cost)	Next Calendar Year (Projected Cost)
Utilities (Electricity Gas, Water, Telephone)		0	0	0
Office Expenses	Admin	72,089.07	12,000.00	12,000.00
Processing and Disposal Fees		0	0	0
Advertising		0	0.00	0.00
Contractual Services		2,480,058.43	3,607,834.04	3,607,834.04
Miscellaneous	Pollution Mgmt	10,840.00	0.00	0.00
Equipment Purchases		0	0	0
Vehicle Purchases		0	0	0
Maintenance and Repair		340,561.32	0	0
		Sum: 2,995,842	Sum: 3,718,024	Sum: 3,718,024

#### Reimbursements from DEQ

Previous Calendar Year (Actual Reimbursements)	Current Calendar Year (Project Reimbursements)	Next Calendar Year (Projected Reimbursements)
2766166.93	3711759.48	3711759.48

#### Used Tire Program Local Revenue

Category	Explain	Previous Calendar Year (Actual Revenue)	Current Calendar Year (Projected Revenue)	Next Calendar Year (Projected Revenue)
DEQ Tire Monies		2766166.93	3711759.48	3711759.48
Other Tire Monies		0	0	0
District Fees on Fee-Paid Tires		0	0	0
TDF Sales		0	0	0
Mulch Sales		0	0	0
Other Sales from Used Tires		0	0	0
Rental Tire Trailers		0	0	0
Other	Bank Interest	544.79	600.00	600.00
		Sum: 2766711.72	Sum: 3712359.48	Sum: 3712359.48

#### Tire Management

Tire Type	Previous Calendar Year (Actual Count)	Current Calendar Year (Projected Count)	Next Calendar Year (Projected Count)
Small Tire	998,381	1,168,036	1,168,036
Large Tire	82,551	116,804	116,804
Extra Large Tire	7,017	12,978	12,978
	Sum: 1,087,949	Sum: 1,297,818	Sum: 1,297,818

#### Management Cost Per Tire (UTP Expenses Per Number of Tires Managed)

Category	Previous Calendar Year Actual	Current Calendar Year Projected	Next Calendar Year Projected
Total	2.75	2.86	2.86

#### Management Cost minus Program Local Revenue Per Tire (UTP Expenses Per Number of Tires Managed)

Category	Previous Calendar Year Actual	Current Calendar Year Projected	Next Calendar Year Project
Total	0.21	0.00	0.00

# Attachments

Date	Attachment Name	Context	User
10/19/2023 11:06 AM	CertificationForm.pdf	Unknown	Leslie Morris
9/29/2023 7:37 AM	Preliminary Income Stmt - Condensed 7.31.2023.pdf	Attachment	Leslie Morris
9/29/2023 7:36 AM	DAVIS RUBBER COMPANY 2022 Tax Return P1.pdf	Attachment	Leslie Morris
9/29/2023 7:36 AM	DAVIS RUBBER COMPANY 2021 Tax Return P1.pdf	Attachment	Leslie Morris
9/7/2023 10:16 AM	P & L 2022 WHITE RIVER UTP.pdf	Attachment	Leslie Morris
9/7/2023 10:14 AM	Resolution2023-02.pdf	Attachment	Leslie Morris
9/7/2023 8:25 AM	Year 2022 Tire Program Info for Craighead County Tire Accountability Program.pdf	Attachment	Leslie Morris
6/30/2023 4:22 PM	District2DavisContract.pdf	Attachment	Leslie Morris
6/30/2023 4:10 PM	District2DavisContract.pdf	Attachment	Leslie Morris
6/28/2023 5:10 PM	2022 YTD Tire P & L.pdf	Attachment	Leslie Morris
6/28/2023 5:05 PM	Resolution2023-01Signed.pdf	Attachment	Leslie Morris

# Internal Data

Label	Value
Previous Year Cost	2.75
Current Year Cost	2.86
Next Year Cost	2.86



## ENVIRONMENTAL QUALITY

### Certification of ePortal Submission

This form is to be used to certify electronic ePortal submissions. Please check with the appropriate section for who has the authority to sign this form. A hardcopy of this form with original signature must be sent to DEQ, 5301 Northshore Drive, North Little Rock, AR 72118. Please do **not** send a hardcopy of the ePortal submission with this form. **All fields are required.**

<b>1. Section to which the ePortal Submission was Submitted:</b>		Tire Accountability Program
<b>2. Form Name:</b>	Business Plan (TAP-12)	
<b>3. Arkansas DEQ Facility Identification Number (AFIN), if available:</b>		UTP-2-Northeast Arkansas Tire Program
<b>4. Facility Name:</b>	Northeast Arkansas Tire Program	
<b>5. Facility Physical Address:</b>	300 Spring Street, Suite 200 LITTLE ROCK, AR 72202	

I certify under penalty of law that the ePortal submission with Submission ID# HPV-Q0X7-6Z4CN and revision # 3 which was submitted electronically on 10/19/2023 11:05:13 AM and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Craig Douglass

Director

typed/printed name of signatory authority

title

signature of signatory authority

date

**Davis Rubber Company Inc**  
**Profit and Loss**  
Year To Date 07/31/2023

Revenue	2,538,186.24
Cost of Revenue	<u>364,687.76</u>
Gross Profit	2,173,498.48
<b>Operating Expenses</b>	
General and Administrative Expenses	2,145.04
Marketing and Advertising Expenses	18,118.11
Depreciation and Amortization Expense	350,000.00
Payroll and Related Expenses	606,149.83
Utilities and Facilities	454,748.58
Operating and Maintenance Expenses	380,932.82
Taxes and Insurance	249,332.55
Total Operating Expenses	2,061,426.93
Other Income (Expense)	<u>(42,892.40)</u>
<b>Net Income (Loss)</b>	<u><u>69,179.15</u></u>

## U.S. Income Tax Return for an S Corporation

Do not file this form unless the corporation has filed or  
is attaching Form 2553 to elect to be an S corporation.  
Go to [www.irs.gov/Form1120S](http://www.irs.gov/Form1120S) for instructions and the latest information.

2022

For calendar year 2022 or tax year beginning , ending

A S election effective date <b>01/22/86</b>	TYPE OR PRINT	Name <b>DAVIS RUBBER COMPANY</b>	D Employer identification number <b>71-0627251</b>
B Business activity code number (see instructions) <b>339900</b>		Number, street, and room or suite no. If a P.O. box, see instructions. <b>1800 E 14TH STREET</b>	E Date incorporated <b>01/22/1986</b>
C Check if Sch. M-3 attached <input type="checkbox"/>		City or town, state or province, country, and ZIP or foreign postal code <b>LITTLE ROCK AR 72202</b>	F Total assets (see instructions)  \$ <b>868,890</b>

- G Is the corporation electing to be an S corporation beginning with this tax year? See instructions. ☐ Yes ☒ No
- H Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change (4) ☐ Amended return (5) ☐ S election termination
- I Enter the number of shareholders who were shareholders during any part of the tax year **3**
- J Check if corporation: (1) ☐ Aggregated activities for section 465 at-risk purpose (2) ☐ Grouped activities for section 469 passive activity purposes

**Caution:** Include **only** trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1a Gross receipts or sales	1a	<b>4,009,675</b>	
	b Returns and allowances	1b		
	c Balance. Subtract line 1b from line 1a	1c	<b>4,009,675</b>	
	2 Cost of goods sold (attach Form 1125-A)	2	<b>1,078,367</b>	
	3 Gross profit. Subtract line 2 from line 1c	3	<b>2,931,308</b>	
	4 Net gain (loss) from Form 4797, line 17 (attach Form 4797)	4		
Deductions (see instructions for limitations)	5 Other income (loss) (see instructions—attach statement)	5		
	6 Total income (loss). Add lines 3 through 5	6	<b>2,931,308</b>	
	7 Compensation of officers (see instructions—attach Form 1125-E)	7		
	8 Salaries and wages (less employment credits)	8	<b>892,496</b>	
	9 Repairs and maintenance	9	<b>105,552</b>	
	10 Bad debts	10		
	11 Rents	11	<b>53,039</b>	
	12 Taxes and licenses	12	<b>139,329</b>	
	13 Interest (see instructions)	13	<b>22,949</b>	
	14 Depreciation from Form 4562 not claimed on Form 1125-A or elsewhere on return (attach Form 4562)	14	<b>1,335,961</b>	
	15 Depletion (Do not deduct oil and gas depletion.)	15		
	16 Advertising	16	<b>14,267</b>	
	17 Pension, profit-sharing, etc., plans	17		
	18 Employee benefit programs	18		
	19 Other deductions (attach statement)	19	<b>1,371,125</b>	
20 Total deductions. Add lines 7 through 19	20	<b>3,934,718</b>		
21 Ordinary business income (loss). Subtract line 20 from line 6	21	<b>-1,003,410</b>		
Tax and Payments	22a Excess net passive income or LIFO recapture tax (see instructions)	22a		
	b Tax from Schedule D (Form 1120-S)	22b		
	c Add lines 22a and 22b (see instructions for additional taxes)	22c		
	23a 2022 estimated tax payments and 2021 overpayment credited to 2022	23a		
	b Tax deposited with Form 7004	23b		
	c Credit for federal tax paid on fuels (attach Form 4136)	23c		
	d Add lines 23a through 23c	23d		
	24 Estimated tax penalty (see instructions). Check if Form 2220 is attached <input type="checkbox"/>	24		
	25 Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed	25		
	26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid	26		
27 Enter amount from line 26: Credited to 2023 estimated tax	27	<b>Refunded</b>		

Sign  
HereUnder penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements,  
and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer)  
is based on all information of which preparer has any knowledge.May the IRS discuss this return with the preparer  
shown below? See instructions. ☒ Yes ☐ NoSignature of officer **ROGER DAVIS**

Date

PRESIDENT

Title

Paid  
Preparer  
Use Only

Print/Type preparer's name

**STANLEY SMITH**

Preparer's signature

Date

Check ☐ if  
self-employed

PTIN

\*\*\*\*\*

Firm's name **JSA CPAS, PLLC**Firm's EIN **27-0393121**Firm's address **201 S CHESTER****LITTLE ROCK, AR****72201-2015**Phone no. **501-372-4180**

Form **1120-S**Department of the Treasury  
Internal Revenue Service**U.S. Income Tax Return for an S Corporation**

Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.

Go to [www.irs.gov/Form1120S](http://www.irs.gov/Form1120S) for instructions and the latest information.

OMB No. 1545-0123

**2021**

For calendar year 2021 or tax year beginning , ending

A S election effective date <b>01/22/86</b>	TYPE  OR  PRINT	Name <b>DAVIS RUBBER COMPANY</b>	D Employer identification number <b>71-0627251</b>
B Business activity code number (see instructions) <b>339900</b>		Number, street, and room or suite no. If a P.O. box, see instructions. <b>1800 E 14TH STREET</b>	E Date incorporated <b>01/22/1986</b>
C Check if Sch. M-3 attached <input type="checkbox"/>		City or town, state or province, country, and ZIP or foreign postal code <b>LITTLE ROCK AR 72202</b>	F Total assets (see instructions)  \$ <b>913,798</b>

G Is the corporation electing to be an S corporation beginning with this tax year? See instructions. ☐ Yes ☒ NoH Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change (4) ☒ Amended return (5) ☐ S election terminationI Enter the number of shareholders who were shareholders during any part of the tax year **STMT 1** **3**J Check if corporation: (1) ☐ Aggregated activities for section 465 at-risk purpose (2) ☐ Grouped activities for section 469 passive activity purposes**Caution:** Include **only** trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1a Gross receipts or sales	1a	<b>3,487,865</b>
	b Returns and allowances	1b	
	c Balance. Subtract line 1b from line 1a	1c	<b>3,487,865</b>
	2 Cost of goods sold (attach Form 1125-A)	2	<b>841,663</b>
	3 Gross profit. Subtract line 2 from line 1c	3	<b>2,646,202</b>
	4 Net gain (loss) from Form 4797, line 17 (attach Form 4797)	4	
Deductions (see instructions for limitations)	5 Other income (loss) (see instructions—attach statement)	5	
	6 Total income (loss). Add lines 3 through 5	6	<b>2,646,202</b>
	7 Compensation of officers (see instructions—attach Form 1125-E)	7	
	8 Salaries and wages (less employment credits)	8	<b>941,206</b>
	9 Repairs and maintenance	9	<b>127,059</b>
	10 Bad debts	10	
	11 Rents	11	<b>48,738</b>
	12 Taxes and licenses	12	<b>152,925</b>
	13 Interest (see instructions)	13	<b>65,327</b>
	14 Depreciation not claimed on Form 1125-A or elsewhere on return (attach Form 4562)	14	<b>1,308,842</b>
	15 Depletion (Do not deduct oil and gas depletion.)	15	
	16 Advertising	16	<b>21,984</b>
	17 Pension, profit-sharing, etc., plans	17	
	18 Employee benefit programs	18	
	19 Other deductions (attach statement)	19	<b>1,091,469</b>
20 Total deductions. Add lines 7 through 19	20	<b>3,757,550</b>	
21 Ordinary business income (loss). Subtract line 20 from line 6	21	<b>-1,111,348</b>	
Tax and Payments	22a Excess net passive income or LIFO recapture tax (see instructions)	22a	
	b Tax from Schedule D (Form 1120-S)	22b	
	c Add lines 22a and 22b (see instructions for additional taxes)	22c	
	23a 2021 estimated tax payments and 2020 overpayment credited to 2021	23a	
	b Tax deposited with Form 7004	23b	
	c Credit for federal tax paid on fuels (attach Form 4136)	23c	
	d Add lines 23a through 23c	23d	
	24 Estimated tax penalty (see instructions). Check if Form 2220 is attached	24	
	25 Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed	25	
	26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid	26	
27 Enter amount from line 26: Credited to 2022 estimated tax	27	Refunded	

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

May the IRS discuss this return with the preparer shown below? See instructions. ☒ Yes ☐ No

Sign Here	Signature of officer <b>ROGER DAVIS</b>	Date	Title <b>PRESIDENT</b>	
	Print/Type preparer's name <b>STANLEY SMITH</b>	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN <b>*****</b>
	Firm's name <b>JSA CPAS, PLLC</b>	Firm's EIN <b>27-0393121</b>	Phone no. <b>501-372-4180</b>	
Paid Preparer Use Only	Firm's address <b>201 S CHESTER LITTLE ROCK, AR 72201-2015</b>			

For Paperwork Reduction Act Notice, see separate instructions.

Form **1120-S** (2021)

# **Profit and Loss Statement** **White River Regional Solid Waste District** **All Quarters 2022**

		Budget	Current Period	Current Period as % of Sales
Revenue generated 237,723 x \$2.38			565,647	-
Trailer Lease			94,656	-
Other Revenue			15,198	-
<b>Total Sales Revenue [J]</b>			675,501	-
	0	0		-
<b>Operating Expenses</b>				
Wages			312,626	-
Fuel Cost			62,633	-
Insurance			82,392	-
Rent			54,833	-
Utilities			29,251	-
Communications			1,755	-
Office Expenses			29,626	-
Contractual Services			222,309	-
Maintenance & Repair			49,999	-
Equipment Purchase			4,000	-
<b>Total Operating Expenses</b>	0	0	848,424	-
	0	0		-
<b>Net Profit</b>	0		172,923	-

*T. Wallis*  
8/31/23

**RESOLUTION NO. 2023-02**

**A RESOLUTION OF THE BOARD  
OF  
DISTRICT 2 TIRE ACCOUNTABILITY BOARD**

**WHEREAS**, per Act 713 of the 2023 Regular Session of the Arkansas General Assembly, the Used Tire Recycling and Accountability Act (the “Act”), codified at Ark. Code Ann. § 8-9-401 *et seq.*, and separate Interlocal Agreements with Districts 3 and 4, District 2 consists of the following counties: Fulton, Sharp, Randolph, Clay, Izard, Lawrence, Greene, Stone, Independence, Jackson, Craighead, Mississippi, Cleburne, Faulkner, White, Poinsett, Woodruff, Cross, Pulaski, Crittenden, Saline, Hot Spring, Lonoke, Prairie, Monroe, St. Francis, and Lee (collectively referred to herein as “**District 2**”);

**WHEREAS**, Regulation No. 36 of the Arkansas Pollution Control & Ecology Commission, dated July 27, 2018, as amended (“Reg. 36”), allows District 2 to establish a used-tire program for extra-large tires accepted by the District, and set fees related to such use-tire program for extra-large tires;

**WHEREAS**, the District desires to set the fees associated with the District’s acceptance of extra-large tires as set forth below;

**NOW, THEREFORE** LET IT BE RESOLVED THAT THE TIRE ACCOUNTABILITY BOARD OF DISTRICT 2 HEREBY RESOLVED AS FOLLOWS:

**RESOLVED**, in reliance upon Section 36.201 included in Reg. 36, District 2 acknowledges that the term “extra-large tire” means the following:

“Extra-large tire” means a tire that due to its size or construction is more difficult to process for recycling or disposal than a large tire and costs substantially more to process than a large tire. Extra-large tire includes without limitation tires used, capable of being used, or designed to be used on any of the following vehicles or equipment:

- (1) A skid steer loader;
- (2) Excavation equipment;
- (3) A farm implement, including without limitation, a tractor;
- (4) A backhoe
- (5) A road grader;
- (6) Industrial equipment;
- (7) A skidder; or
- (8) A heavy duty truck used off-road for mining.

“Extra-large tire” includes a tire with a load rating of “G” or higher.

**RESOLVED**, pursuant to Section 36.201 included in Reg. 36, District 2 hereby sets and establishes the fee of \$30.00 per extra-large tire (the "XL Tire Fee") accepted by District 2, with such XL Tire Fee being charged at the point of purchase as a rim removal fee as allowed pursuant to Section 36.802 included in Reg. 36, to be collected on the District's behalf by the Arkansas Department of Finance & Administration;

**RESOLVED**, the undersigned Executive Director of District 2 is hereby authorized to take such actions and execute such documents as deemed necessary and proper to carry out the establishment of the program authorized herein as needed to collect the XL Tire Fee; and

**RESOLVED**, the actions of the undersigned Executive Director of District 2 taken prior to the passage of this Resolution that have been taken in furtherance of the program authorized herein are hereby ratified.

**ADOPTED:**

**DATE:**

6-14-23

**APPROVED:**

Danny Hyde  
**By:**

Danny Hyde  
**Title: Board Chair**

**ATTEST:**

\_\_\_\_\_  
**By:**

\_\_\_\_\_  
**Title: Board Secretary**

**ACKNOWLEDGED:**

Craig Douglass **CRAIG DOUGLASS**  
**Craig Douglass, Executive Director**

**CRAIGHEAD COUNTY REGIONAL SOLID WASTE MANAGEMENT DISTRICT**  
**Statement of Income and Expenses for TIRE Program**  
**For December, 2022**

	December 2022	2022 Year to Date
REVENUES:		
Interest Income	\$ 133.53	\$ 323.43
ADEQ - Waste Tire Grant	20,038.78	266,464.93
Waste Tire Fees-CCSWDA	318.00	11,724.00
Transfer From General Fund	-	21,702.93
	<u>                    </u>	<u>                    </u>
 Total Revenues	 <u>\$ 20,490.31</u>	 <u>\$ 300,215.29</u>
 EXPENSES:		
Waste Tire Administration	\$ 20.53	\$ 1,282.45
Contractual Operation of Tire Collect Center	707.34	10,965.46
Waste Tire Disposal	21,253.60	313,173.64
Miscellaneous Expense	-	-
	<u>                    </u>	<u>                    </u>
Total Expenses	<u>21,981.47</u>	<u>325,421.55</u>
 NET PROFIT / (LOSS)	 <u>\$ (1,491.16)</u>	 <u>\$ (25,206.26)</u>
 Tire Cash on Hand 12/21/2017:	\$ 33,943.36	
Less Payment for 2017 Tire Expenses	\$ (14,123.88)	
Plus Tire Funds Rec'd 2/2018 for 2017	<u>\$ 32,914.14</u>	
Net Cash Carry Over from 2017 Before UTAP	\$ 52,733.62	
 2018 Net Loss Expenses over Grant	\$ (9,925.87)	
2019 Jan-Dec Net Loss Exp/Grant	\$ (21,845.09)	
2020 Jan-Dec Loss or Gain Exp/Grant	\$ (5,602.65)	
2021 Y-T-D Loss or Gain Exp/Grant	\$ (34,409.78)	
2022 Y-T-D Loss or Gain Exp/Grant	<u>(46,909.19)</u>	
Balance left from carryover 2017	\$ (65,958.96)	
 2021 Transfer from General Fund July for June	\$ 2,682.65	
2021 Transfer from General Fund	\$ 16,242.24	
2022 May Transfer from General Fund	<u>21,702.93</u>	
Amount of General Funds Needed	\$ (25,331.14)	

**CRAIGHEAD COUNTY REGIONAL SOLID WASTE  
MANAGEMENT DISTRICT**

**P O Box 16777  
Jonesboro, AR 72403  
(870) 972-6353**

**MANAGEMENT'S DISCUSSION AND ANALYSIS  
FOR THE YEAR ENDED DECEMBER 31, 2022**

Management of the Craighead County Regional Solid Waste District "CCRSWMD" offers our narrative discussion and analysis as an overview of CCRSWMD's financial activities for the year ended December 31, 2022. This narrative should be reviewed in conjunction with CCRSWMD's audited financial statements for the same period.

CCRSWMD is a single-county solid waste management district. The District is responsible for solid waste planning within Craighead County as well as recycling programs, waste tire collection sites, and public education regarding proper waste disposal, recycling, and proper solid waste disposal.

<b><u>Financial Highlights</u></b>	<b><u>2022</u></b>	<b><u>2021</u></b>
Total (Net) Assets	\$366,426	\$509,432
Total Liabilities	\$106,978	\$198,172
Unapplied Recycling Grants	\$140,837	\$151,257
Unapplied Electronics Grants	\$ 0	\$ 6,556
Unapplied Waste Tire Grants	\$ 0	\$ 3,795
<b>Total Net Position</b>	<b>\$118,611</b>	<b>\$149,652</b>
Recycling Grant Revenue	\$133,473	\$155,646
ADEQ Waste Tire Grant Revenue	\$266,465	\$288,613
Electronic Grant Funds Revenue	\$ 6,556	\$ 65,100
Waste Tire Fees	\$ 11,724	\$ 16,891
Waste Hauler License Fees	\$ 8,688	\$ 8,106
General Funds to Tire Program	\$ 21,703	\$ 18,924
Interest Income	\$ 1,803	\$ 2,399
Total Income	\$526,094	\$627,064
Total Expenses	\$557,135	\$602,900
<b>Total Excess (Deficiency) of Revenues over Expenses</b>	<b>\$ (31,041)</b>	<b>\$ 24,164</b>

When Grant Funds are received from the Arkansas Department of Environmental Quality, said funds are recorded as "Unapplied Grant Funds". As expenses are incurred and grant funds utilized for allowable expenses, those amounts are then charged to "Grant Revenue".

### **2022 Waste Tire Grants**

01/01/2022 Waste Tire Grant Bank Balance	\$ (3,227)
Waste Tire/Truck Tire Grant Funds Received 2022	\$260,832
District General Funds Transferred to Tire	\$ 21,703
Interest on Waste Tire Funds	\$ 323
Tire Fees Earned from Customers (incl Accts Rec)	\$ 11,724
Total Funds Available 2022	\$291,355
Waste Tire Expenses 2022	- 325,421
Waste Tire Funds Balance as of 12/31/2022	<u>\$ &lt;34,066&gt;</u>

### **Recycling Grants**

2022/2023 Grant (Received 9/16/22)	\$123,056
Expended from this grant in 2021	<u>- 0</u>
Balance 2022/2023 Grant	<u>\$123,056</u>
2021/2022 Grant (Received 9/22/21)	\$118,492
Expended from this grant in 2022	<u>- 116,627</u>
Balance 2021/2022 Grant	<u>\$ 1,865</u>
2020/2021 Grant Balance as of 1/1/2022	\$ 32,765
Expended from this grant in 2022	<u>-16,849</u>
Balance 2020/2021 Grant	<u>\$ 15,916</u>

### **Electronic-Waste Grants**

No funding is available for Electronic Waste Grants any longer. The District has zero left in old Electronic Waste Grant Funds as of 12/31/2022.

### **Management's Outlook for 2023**

Craighead County Regional Solid Waste Management District continues to contract services with Abilities Unlimited (a local non-profit recycler) for school recycling and education.

CCRSWMD continues to work with the Jonesboro Division of Abilities Unlimited to collect and de-manufacture electronic waste. With no Electronic Waste Grant Funds available, the District is unsure how long Abilities Unlimited will continue to process electronic waste, but it is the District's hope it will continue.

CCRSWMD has contracted with Liberty Tire to transport to a processor the waste tires brought to the District's Waste Tire Collection Center. The District is using unrestricted funds to pay for some tire expenses. Unless additional funding becomes available, the District may have to discontinue operating a Waste Tire Collection Center/TAP program.

The Audited Financial Statements as of and for the period ended 12/31/2022 contain required Statements of Net Position, Statements of Revenues, Expenses and Changes in Net Position, and Statements of Cash Flows. This Management's Discussion and Analysis is a broad overview of the financial condition of the Craighead County Regional Solid Waste Management District and should be read in conjunction with the Audited Financial Statements.

Requests for additional information relative to this Discussion and Analysis, or the Audited Financial Statements, should be sent in writing to the Chief Financial Officer, Craighead County Regional Solid Waste Management District, P O Box 16777, Jonesboro, AR 72403.

Submitted on February 20, 2023 by:

CRAIGHEAD COUNTY REGIONAL SOLID WASTE MANAGEMENT DISTRICT

*Angela L. Sparks, CFO*

Angela L. Sparks, Chief Financial Officer  
[angela@ccswda.com](mailto:angela@ccswda.com)



## **CONTRACT**

### **TIRE COLLECTION, TRANSPORT, AND PROCESSING**

THIS CONTRACT, which shall be effective \_\_\_\_\_, 2023, is entered into by and between Davis Rubber Company, Inc. (Contractor), and the District 2 Waste Tire Accountability Program, governed by its Waste Tire Accountability Board (Board), for the operation of a Waste Tire Accountability Program to be managed and administered by the Pulaski County Regional Solid Waste Management District (Program).

1. General Conditions. Contractor agrees to operate the Program, complying fully with applicable Arkansas statutes, and Arkansas Pollution Control and Ecology Commission Regulation 36, promulgated by the Division of Environmental Quality, hereinafter referred to as "DEQ."
2. District 2 Waste Tire Accountability Program. Pursuant to Section 6(2)(B), Arkansas Code § 8-9-410, District 2 consists of the following counties: Cleburne, Clay, Craighead, Crittenden, Cross, Faulkner, Fulton, Greene, Independence, Izard, Jackson, Lawrence, Mississippi, Poinsett, Pulaski, Randolph, Sharp, Stone, White, and Woodruff.
3. Interlocal Agreements. Pursuant to Section 6(c)(2)(d), Arkansas Code § 8-9-410, Programs may enter into inter-local agreements to determine the highest level of efficiency regarding tire processing. As stated in Resolution 2023-01, adopted by the Board on June 7, 2023, District 2 and District 4 agree District 2 shall manage the collection, transport, and processing of waste tires in Lonoke, Prairie, Monroe, St. Francis, and Lee Counties; and as stated in Resolution 2023-01, adopted by the Board on June 14, 2023, District 2 and District 3 agree District 2 shall manage the collection, transport, and processing of waste tires in Saline and Hot Spring Counties.
4. Waste Tire Collection Centers. Contractor accepts responsibility and liability for waste tires at the time they are deposited at the Program's Waste Tire Collection Centers (Center[s]) during hours in which the Centers are open for business.

Program will provide oversight of the permitted Centers and shall ensure that they are in or effectively comply with Regulation 36, Chapter 15, Tire Collection Centers (36.1501). Contractor shall routinely observe, record, and provide to the Program all information necessary to ensure proper operation of the Centers. Program with Contractor's assistance agrees to post signs at each permitted Center location that clearly indicate the days and hours the Centers are open for business, contact information including the Program's website and telephone number, and warning that illegal dumping will be investigated and prosecuted. The Program will coordinate with the Contractor and will be responsible for the design, language, location, and cost of appropriate signage. A list of current permitted Centers is attached hereto, subject to change. (See EXHIBIT A)

The Program is responsible for providing to the Contractor the name and location of a minimum of one Tire Collection Center in each of the counties comprising the Program area, including counties comprising the inter-local agreements, with the Program recommending the addition of Centers per county as volume requires. Contractor may appeal to the Program the location of Centers requested per county on a case-by-case basis. In considering such appeals, the Program shall confer with the Board and obtain a solution that accommodates the volume of waste tires within that county.

Contractor and Program acknowledge that the location of Centers may change during the term of this Contract. If Program or Contractor is notified by a Center that the Center wishes to terminate their agreement to act as a Collection Center, closure of that Center will not occur until thirty (30) days after said notice. Program and Contractor agree that thirty (30)-days' notice is necessary to properly inform tire generators and the public in which the Center is located. Contractor agrees to obtain Program's approval of a new location or re-location of a Center. Program agrees to approve or deny the establishment of a newly located Center(s) within the thirty (30)-day closure notice period.

5. Waste Tire Volumes. Contractor shall provide to the Program the volume of waste tires collected at each Center. Waste tire volumes shall be reported to the Program monthly. Reporting and accountability of monthly waste tire volumes shall be contained on paper manifests, as required by Regulation 36. Contractor shall be responsible for ensuring that all paper manifest data provided to the Program accurately documents information related to the type, collection, transportation, distribution, recycling, and disposal of recyclable tires, waste tires, and used tires culled for re-sale. Program shall be responsible for timely and

accurate data entry and shall perform duties consistent with the requirements of Regulation 36 for the use of paper manifests and will be responsible for costs associated with data entry and the supply of paper manifest forms.

6. Rejection of Collected Waste Tires. Waste tires submitted on manifests from Centers or tire retailers to the Contractor without a Waste Tire Number shall not be collected. Likewise, waste tires submitted on manifests from Centers or tire retailers to the Contractor for fee-paid tires that do not indicate money was collected from the Center or tire retailer shall not be collected. No waste tires shall be collected from Centers or retailers without a properly completed manifest, including the Center's or the retailer's Waste Tire Number.
  
7. Processing and Recycling. A processed tire shall be defined consistent with Regulation 36, Chapter 2 Definitions (36.201). Contractor shall finance, construct, operate, and maintain a waste tire processing facility. The processing facility shall be sufficient in design and capacity to process for recycling or disposal a minimum of one million (1,000,000) tires per 12-month period. Classes of tires shall be defined as Small, Large, and Extra Large consistent with Regulation 36, Chapter 2 Definitions (36.201). Contractor shall be responsible for obtaining all permits and regulatory approvals for the processing facility. Contractor may process waste tires other than those collected through the Program and shall ensure that only Program-related tires are represented on the manifests. Contractor agrees that waste tires collected through the Program will be processed and recycled on site achieving a minimum fifty percent (50%) recycling rate, and that landfilling or mono-filling of waste tires collected through the Program shall not exceed fifty percent (50%). Exceptions to the above prohibition of landfilling or mono-filling of waste tires due to equipment failure, Force Majeure, or other unforeseen processing- or reimbursement- or payment-related circumstances, may be granted on a case-by-case basis by the Program.

Contractor agrees to obtain Program's approval on a case-by-case basis for temporary stockpiling of waste tires and waste tire parts and scraps when an end-user cannot take immediate delivery of the waste tire materials. Upon the effective date of this Contract, Contractor shall identify Program-related waste tires and waste tire parts and scraps over and above the thirty (30) times the Contractor's daily processing capacity that the Contractor has stockpiled and will provide to the Program within thirty (30) days of the effective date of this Contract a plan for the processing of said stockpiles.

Contractor shall agree to a maximum level of stockpiling of no more than said thirty (30) times the daily capacity of the processing equipment used as set forth in Regulation 36 Section Storage (36.1602), including signage that indicates the type of tire in the tire storage areas. Contractor shall provide to the Program any equipment upgrades necessary to ensure the agreed-upon recycling rate. Equipment upgrades may be covered in a separate agreement or a grant application and agreement between Contractor and the Program.

Contractor agrees to a minimum maintenance schedule of no less than six (6) times per twelve (12)-month period on each piece of equipment necessary to maintain the agreed-upon minimum annual recycling rate. Contractor shall provide to the Program on each anniversary date of the Contract a maintenance schedule. The maintenance schedule shall include a description of each piece of equipment necessary to maintain the minimum annual recycling rate and subject to the schedule. A maintenance accountability report shall be submitted to the Program within thirty (30) days of the anniversary dates of the Contract and reported to the Board at their next regularly scheduled meeting. Equipment in use for recycling waste tires shall be contained on a list attached to this Contract, and shall be updated on January 1 of each contract year. (See EXHIBIT C)

8. Per-Tire or Per-Ton Rates and Monthly Invoicing. Contractor shall invoice Program monthly for waste tires collected and processed, as accounted for on paper manifests. Only manifests with Waste Tire Numbers shall be accepted by the Program. Waste tire manifests shall accompany Contractor's monthly invoice. Program shall be billed on a per-tire or per-ton basis for Small, Large, and Extra-Large tires based on the cost per tire or per ton proposed by the Contractor and agreed to by the Program and the Board. The cost per tire or per ton shall be consistent with the approved reimbursement costs contained in the Program business plan or any subsequent revised business plan submitted to and approved by DEQ and reviewed by the Arkansas Legislative Council (ALC). (See EXHIBIT B)
9. Payment. Program will compensate Contractor monthly with funds from the Used Tire Recycling Fund based upon manifest-supported invoices submitted by Contractor. Only manifests with Waste Tire Numbers shall be accepted by the Program for payment. All payments from the Program to the Contractor shall come exclusively from the Used Tire Recycling Fund. There is no liability for such payment from other funds and resources of the Program. If no Used Tire Recycling Funds are received by the Program, this Contract will be automatically

suspended until such time as funds are received. In no event will Program be obligated to compensate Contractor if no Used Tire Recycling Funds are available. Program may choose to pay Contractor from reserve funds, if any.

Any fees collected by Contractor for disposal shall be remitted to the Program. Only the costs for transport and processing of waste tires that are supported by properly filled-out paper manifests shall be approved for payment to the Contractor by the Program.

10. Maximum Compensation. In no event shall the total compensation due Contractor exceed the amount of reimbursement funds obtained by the Program from the Used Tire Recycling Fund for the Program's previous quarter's submitted reimbursement requests. Program may choose to compensate Contractor from reserve funds, if any.
11. Additional Compensation. In the event at any time after June 15, 2023, Davis contracts with a private entity paying to Davis fees or any other form of compensation, including the reduction in cost of operations, Davis will notify the Program of the private-entity agreement and share same with the Program. Upon such event, the Program will determine at its discretion, based on per-tire or per-ton costs contained herein, if the compensation paid to Davis should be re-negotiated or otherwise revised. Cost of operation includes but is not limited to the cost associated with landfilling waste tires.
12. Performance Audit and Financial Audit. Districts may require Program-related Contractor records for purposes of monitoring Program performance and for conducting Program financial audits.
13. Term of Contract. The term of this Contract shall be \_\_\_\_\_, 2023, through June 30, 2028. The contract shall not be in force unless and until a business plan, as defined by Arkansas Pollution Control and Ecology Commission Regulation 36, submitted to DEQ and reviewed by ALC, including the per-tire and per-ton rates contained herein, is approved by both DEQ and ALC.
14. Contract Extension. The contract may be revised and extended upon agreement of all parties not to exceed two (2), two (2)-year periods.

15. Termination of Contract. If Contractor's performance under this Contract is found to be deficient, or if Contractor fails to fulfill any portion of the Contractor's agreed-upon responsibilities, Program will notify Contractor of the deficiency and Contractor shall have thirty (30) days to correct it. If Contractor fails to correct the deficiency in a thirty (30)-day period, Program may terminate this Contract by giving a thirty (30)-day notice in writing to the Contractor. Notice shall be given by certified mail, return receipt requested. Services under this Contract are automatically postponed if reimbursement funds are depleted prior to the end of the term of the contract until the Program receives an additional disbursement from the Used Tire Recycling Fund. Further, the Contract terminates with no liability to the Program, or to the counties and municipalities within the Program, if the Program does not receive reimbursement funds, or if the Program ceases to exist.
16. Contractor Indemnity. Contractor agrees that to the extent requirements apply for reclamation of tires and tire components, it shall complete the same in compliance with all Federal, State, and local requirements and shall keep in full force and effect all local, state, and federal permits necessary or required to conduct such operations. Upon receipt of the tires into the possession of Contractor, Contractor agrees to indemnify Program, counties, and municipalities within the Program from any and all claims for the wrongful disposal or disposition of waste tires.
17. Authorization to Execute This Contract. The Director of the Program and the Chair of the Program are authorized to execute this agreement on behalf of the Program Board upon a majority of the Board membership agreeing to the provisions of this contract.
18. Force Majeure. The performance of this contract shall be delayed for so long as acts of God or other events, such as floods, labor strikes, wars, and other such catastrophes or natural disasters, beyond the control of either party hereto prevent the performance thereof. However, such events shall only delay the performance of the contract and shall not terminate the contract unless the circumstances are such that the continued performance is rendered unfeasible.

## EXHIBIT A

### Collection Centers

*(subject to change)*

Clay	Clay Co. Road Dept. 2643 Heritage Park Rd. Piggott, AR 72454
Cleburne	Cleburne Co. Transfer Station 154 Libby Rd. Heber Springs, AR 72543
Crittenden	Crittenden Co. Road Dept. 2349 Hwy. 64 W Marion, AR 72364
Craighead	Legacy Landfill 238 CR Rd. 476 Jonesboro, AR 72404
Cross	Cross Co. Road Dept. 1730 AR-193 Wynne, AR 72396
Faulkner	Conway City Landfill 4550 Hwy. 64 W Conway, AR 72033
Fulton	Main St. Tire & Auto 251 N. Main St. Salem, AR 72576
Greene	Northeast Ark. Regional Landfill 1810 Greene-890 Rd. Paragould, AR 72451
Hot Spring	K&A Tires and More 628 E. Page Ave. Malvern, AR 72104

Independence	Ken's Firestone District 2 Waste Tire Accountability Program Contract with Davis Rubber Company, Inc.
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1316 E. Main St.  
Batesville, AR 72501

Izard	Izard Co. Yard 9 Timber Lane Melbourne, AR 72556
Jackson	Newport City Yard 420 Morris Ave. Newport, AR 72112
Lawrence	Lawrence Co. Rd. Dept. 1776 Hwy. 67 Hoxie, AR 72433
Lee	Lee Co. Road Dept. 529 Hwy. 243 Marianna, AR 72360
Lonoke	Lonoke Tire & Lube 808 N. Center St. Lonoke, AR 72086
Mississippi	Mississippi Co. Landfill 1695 E. County Rd. 506 Luxora, AR 72358
Poinsett	Poinsett County Landfill 704 N. East St. Harrisburg, AR 72403
Prairie	Harvey's Garage 1905 Main St. Des Arc, AR 72086
Pulaski	Davis Rubber Co. 1800 E. 14 <sup>th</sup> St. Little Rock, AR 72203
Randolph	Randolph Co. Transfer Station 145 Landfill Rd. Pocahontas, AR 72455
Saline	Republic Landfill

18511 W. Sardis Rd.  
Benton, AR 72011

Sharp                      Sharp Co. Road Dept.  
2 Progress Lane  
Ash Flat, AR 72513

St. Francis                NEARCO  
604 MLK Dr.  
Madison, AR 72359

Stone                      Mt. View Transfer Station  
164 Recycle Rd.  
Mt. View, AR 72560

White                      White River Reclamation  
220 Conway Rd.  
Bald Knob, AR 72010

Woodruff                  Woodruff Co. Yard  
997 Poplar  
McCrory, AR 72101

*(Retailers in the District may request waste tires for collection on a case-by-case basis, as approved by the Program's Waste-Tire Coordinator.)*

## EXHIBIT B

### Tire Definitions and Contractor Processing Charges

#### 1. Tire Definitions

- a. Small Tire means a tire that has a load rating of "F" or lower and a rim size of nineteen inches (19") or smaller and includes low-profile tires. Small tire includes automobile, motorcycle, all-terrain vehicle, lawn mower, or golf cart tires.
- b. Large Tire means a tire with a rim sized greater than nineteen inches (19") and a load rating of "F" or higher, including without limitation a wide-base or extra-wide single tire.
- c. Extra-large Tire means a tire with a load rating of "G" or higher and that, due to its size or construction, is more difficult to process for recycling or disposal other than a large tire and costs substantially more to process than a large tire. Extra-large tire includes without limitation tires used, capable of being used, or designed to be used on any of the following vehicles or equipment: A skid steer loader; excavation equipment; farm implement, including without limitation, a tractor; backhoe; road grader; industrial equipment; skidder; or heavy-duty truck used off-road for mining. The Program may establish additional fees for accepting extra-large tires. Specialty tire shall be included with extra-large tires.

#### 2. Contractor Costs

The per-tire and per-ton costs for collecting, transporting, and processing waste tires to be paid to Contractor from the Used Tire Recycling Fund are agreed to as follows:

- a. Per-Tire Costs
  1. Small Tires w/Transport: \$2.78
  2. Small Tires w/o Transport: \$1.61
  3. Large Tires w/ Transport: \$10.76
  4. Large Tires w/o Transport: \$6.66
- b. Per-Ton Costs
  1. Mixed Loads of Small and Large Tires w/ Transport: \$198
  2. Mixed Loads of Small and Large Tires w/o Transport: \$128
  3. Extra-Large Tires w/ Transport: \$260
  4. Extra-Large Tires w/o Transport: \$180

*(Signatures of parties appear on next page.)*

District 2 Waste Tire Accountability Program  
Contract with Davis Rubber Company, Inc.

## EXHIBIT C

### Tire Processing Equipment

May 2, 2023

#### Davis Rubber Company Equipment list

The first 9 pieces of equipment are used to move material and equipment around the site as needed. Loaders and telehandlers are used to load trucks with tire shreds and products. Telehandlers are also used as cranes to help repair and maintain equipment.

Caterpillar forklift	2p5000	2003	2003
Ditch Witch skid steer	SK800	2017	2021
Caterpillar 908H wheel loader		2011	2011
Caterpillar 924 wheel loader		2014	2015
Caterpillar 930M wheel loader		2021	2022
Caterpillar TH 514C telehandler		2014	2021
Caterpillar Th 560 telehandler		2010	2013
Caterpillar TH 360B telehandler		2009	2011
Geni GTH-5519 telehandler			2022
Caterpillar 308E		2016	2022
excavator with powered thumb attachment. Used to load tires in bulk into tire shredder			
Caterpillar 314E			2022
excavator with powered thumb attachment. Used to load tires in bulk into tire shredder			

Komatsu PC300LC excavator with Labounty Shear 1993 2020

Used to shear XL tires before further processing or landfilling

Volvo Dump Truck, Yard Truck 2004 2015

Used to move tire material around the yard as needed

On the road trucks. These trucks are used to pull 48' to 53' trailers around the state to collect and bring in tires, to haul product to market and to haul material to the landfill.

Mack Truck with Grapple GR64FT 2021 2020

Mack Truck CXU613 2014 2020

Peterbuilt with Grapple 567 2022 2021

Perterbuilt 567 2020 2021

International 9900 2016 2020

Kenworth T800 2012 2021

#### Pickup Trucks

GMC ¾ ton pickup truck 2020 2021

Run errands, pull 24 foot trailers if needed

GMC 3/4 ton pickup truck 2021 2023

Run errands, pull 24 foot trailers if needed

#### Walking floor trailers

Used to collect and transport whole tires to our processing facility, to haul product to market and to haul material to the landfill.

Wilkins Inds. Inc.	2004	2020
Travis Body and Trailer	2007	2020
Travis Body and Trailer	2006	2021
Mac Trailer	2011	2021

#### 79each 24 foot trailers

These trailers are pulled with ¾ ton pick up trucks. They are parked at tire stores for waste tires to be loaded in. Once full they are transported to Davis Rubber Company processing facility.

See attached list

# Waste Tire Trailers Equipment List

	Yr.	Make	Model	Vin #	Cost/Value	License Plate		
1	1/2010	Big Tex	12PI-24T	16VPX2426A2348753	\$ 5,050	X17728		
2	1/2010	Big Tex	12PI-24T	16VPX2428A2348754	\$ 5,050	X17738		
3	1/2010	Big Tex	12PI-24T	16VPX2422A2348751	\$ 5,050	X17726		
4	1/2020	Big Tex	12PI-24T	16VPX2420A2348750	\$ 5,050	X15522		
5	5/2010	Big Tex	12PI-24T	16VPX2421A2353083	\$ 5,006			
6	5/2010	Big Tex	12PI-24T	16VPX2429A2353123	\$ 5,006	X17737		
7	5/2010	Big Tex	12PI-24T	16VPX2427A2353122	\$ 5,006	No Plate		
8	5/2010	Big Tex	12PI-24T	16VPX2425A2353121	\$ 5,006	48K8005	Temporary plate	
9	5/2010	Big Tex	12PI-24T	16VPX2423A2353120	\$ 5,006	X17740		
10	7/2012	Big Tex	12PI-24T	16VPX2423C2331170	\$ 4,800	X19166		
11	7/2012	Big Tex	12PI-24T	16VPX2429C2331173	\$ 4,800	X19167		
12	7/2012	Big Tex	12PI-24T	16VPX2422C2331175	\$ 4,800	X19168		
13	7/2012	Big Tex	12PI-24T	16VPX2424C2331176	\$ 4,800	X19169		
14	7/2012	Big Tex	12PI-24T	16VPX2426C2331177	\$ 4,800	X19165		
15	11/2012	Big Tex	12PI-24T	16VPX2420C2331174	\$ 4,800	X20009		
16	11/2012	Big Tex	12PI-24T	16VPX2425C2344874	\$ 4,800	X20012		
17	11/2012	Big Tex	12PI-24T	16VPX2427C2344875	\$ 4,800	X20011		
18	11/2012	Big Tex	12PI-24T	16VPX2429C2344876	\$ 4,800	X20010		
19	11/2012	Big Tex	12PI-24T	16VPX2421C2337405	\$ 4,800	X20013		
20	8/2013	Big Tex	12PI-24T	16VPX2423D2390642	\$ 4,900	X20484		
21	8/2013	Big Tex	12PI-24T	16VPX2425D2390643	\$ 4,900	X20485		
22	8/2013	Big Tex	12PI-24T	16VPX2427D2390644	\$ 4,900	X20906		
23	8/2013	Big Tex	12PI-24T	16VPX2429D2390645	\$ 4,900	X20907		
24	12/2013	Big Tex	12PI-24T	16VPX2426E2311126	\$ 5,065	X20927		
25	12/2013	Big Tex	12PI-24T	16VPX2428E2311127	\$ 5,065	X20925		
26	12/2013	Big Tex	12PI-24T	16VPX242XE2311128	\$ 5,065	X20926		
27	12/2013	Big Tex	12PI-24T	16VPX2428E2311130	\$ 5,065	X20924		
28	12/2013	Big Tex	12PI-24T	16VPX242XE2311131	\$ 5,065	X20928		
29	1/2014	Kraftsman	HG 9	5E7HG2420DR001819	\$ 13,360	X20920		
30	1/2014	Kraftsman	HG 9	5E7HG2427DR001820	\$ 13,360	X20921		
31	10/2014	Big Tex	12PI-24T	16VPX2428E2339980	\$ 5,100	X21477		
32	10/2014	Big Tex	12PI-24T	16VPX242XE2339981	\$ 5,100	X21476		
33	1/2015	Big Tex	12PI-24T	16VPX242XF2072018	\$ 5,215	X21867		
34	1/2015	Big Tex	12PI-24T	16VPX2421F2072019	\$ 5,215	X21868		
35	1/2015	Big Tex	12PI-24T	16VPX2428F2072020	\$ 5,215	X21869		
36	1/2015	Big Tex	12PI-24T	16VPX242XF2072021	\$ 5,215	X21870		
37	7/2015	Big Tex	12PI-24T	16VPX2426F2003990	\$ 5,250	X22077		
38	7/2015	Big Tex	12PI-24T	16VPX2428F2003991	\$ 5,250	X22076		
39	3/2016	Big Tex	12PI-24T	16VPX2429G2040159	\$ 5,250	X22720		
40	3/2016	Big Tex	12PI-24T	16VPX2425G2040160	\$ 5,250	X22721		
41	3/2016	Big Tex	12PI-24T	16VPX2427G2040161	\$ 5,250	X22722		
42	3/2016	Big Tex	12PI-24T	16VPX2429G2040162	\$ 5,250	X22719		
43	10/2016	Big Tex	12PI-24T	16VPX2425H2001585	\$ 5,215	X23532		
44	10/2016	Big Tex	12PI-24T	16VPX2427H2001586	\$ 5,215	X23531		
45	10/2016	Big Tex	12PI-24T	16VPX2429H2001587	\$ 5,215	X23533		
46	10/2016	Big Tex	12PI-24T	16VPX2420H2001588	\$ 5,215	X23534		
					\$ 248,295			

Year	Make	Model	Style	VIN #	Purchase Price
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242782313598	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242X82308098	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242482309573	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242882909574	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242282310530	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242682310532	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242782310538	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242X82310584	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242882310589	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242182310595	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242382310536	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242582310523	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242782310524	
2008	SUPP	BIG TEX TRAILER	MINIMUM 20	16VPX242282310527	
2008	SUPP	BIG TEX TRAILER	MINIMUM 20	16VPX242982310525	
2008	SUPP	BIG TEX TRAILER	MINIMUM 20	16VPX242682310529	
2008	SUPP	BIG TEX TRAILER	MINIMUM 20	16VPX242X82310520	
2012	SUPP	G & G TRAILER	MINIMUM 20	51N8F2427CT111119	
2012	BIG TEX	TRAILER	MINIMUM 20	16VPX2427C2331172	
2012	BIG TEX	TRAILER	MINIMUM 20	16VPX2428C2331178	
2012	SUPP	BIG TEX TRAILER	MINIMUM 20	16VPX242XC2331179	
2012	SUPP	G & G TRAILER	MINIMUM 20	51N8F2429CT111114	
2015	SUPP	BIG TEX 12' TANDEM A)	MINIMUM 20	16VNX1222F2096909	

Year	Make	Model	Style	VIN #	Purchase Price
2005	SUPP	24' HD RAIL TRLR	MINIMUM 100	5FLRP242X58111111	
2005	SUPP	24' TRAILER	MINIMUM 20	5FLRP242X58204204	
2008	SUPP	BIG TEX TRAILER	MINIMUM 20	16VPX242182310521	
2008	SUPP	BIG TEX TRAILER	MINIMUM 20	16VPX242482310531	
2008	SUPP	BIG TEX TRAILER	MINIMUM 20	16UPX242082310526	
2008	SUPP	BIG TEX TRAILER	MINIMUM 20	16UPX242482310528	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242582310537	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242982313599	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242582313597	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242182313595	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242382313596	

## Processing Equipment

IDM R-110 200 horse power Hydraulic Shredder	2013	2013
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Used to shred small, large and Extra Large tires one pass.

Davis Manufactured Infeed conveyor	2015	2015
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Feeds whole tires into shredder

Davis Manufactured Infeed conveyor	2015	2015
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Feeds whole tires into shredder

Davis Manufactured discharge conveyor	2015	2015
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Carries shreds away from shredder

Davis Manufactured discharge conveyor	2015	2015
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Carries shreds away from shredder

Davis Manufactured discharge conveyor	2015	2015
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Carries shreds away from shredder

Jomar TC-500 Tire Shredder	2022	2022
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Used to shred whole small and whole large tires plus one pass shreds from other shredders. Internal screen allows you to make smaller shreds that are then processed further.

Jomar Infeed conveyor	2022	2022
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Allows you to feed tires one at a time or in bulk to the TC-500 shredder

Jomar discharge conveyor	2022	2022
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Carries tire shreds away from the shredder

5 Drum magnets	2015	2015
Used to pick tire wire out of a stream of ground tire material.		
3 eriez shaker tables	2015	2015
Used to help separate tire wire from ground tire material.		
2 head pully magnets	2015	2015
Used to help separate tire wire from ground tire material.		
2 bucket elevators	2015	2015
Used to move shredded tire material to a higher level for further separation		
1 Rotex Screener	2015	2015
Used to sort tire rubber into different sizes		
1 Alan Ross Crossbelt Magnet	2015	2015
Used to remove tire wire from rubber		
1 Davis manufactured infeed hopper	2000	2000
Stores rubber material and feeds it out at a controlled rate		
1 Painter Auger	2017	2017
Used to paint rubber products		
1 Dryer Davis Manufactured	2017	2017
Used to dry painted rubber products before bagging		
1 Dryer Conveyor	2017	2017
Used to dry painted rubber products before bagging		

In Witness Whereof, the parties have hereunto set their hands:

**Davis Rubber Company, Inc.**

**Davis Rubber Company, Inc.**

\_\_\_\_\_  
By: Roger Davis, President

\_\_\_\_\_  
By: Phillip Davis, Vice President

Date:\_\_\_\_\_

Date:\_\_\_\_\_

**District 2 Waste Tire Accountability Program**

\_\_\_\_\_  
By: Barry Hyde, Chairman

Date:\_\_\_\_\_

\_\_\_\_\_  
By: Craig Douglass, Executive Director

Date:\_\_\_\_\_



## **CONTRACT**

### **TIRE COLLECTION, TRANSPORT, AND PROCESSING**

THIS CONTRACT, which shall be effective \_\_\_\_\_, 2023, is entered into by and between Davis Rubber Company, Inc. (Contractor), and the District 2 Waste Tire Accountability Program, governed by its Waste Tire Accountability Board (Board), for the operation of a Waste Tire Accountability Program to be managed and administered by the Pulaski County Regional Solid Waste Management District (Program).

1. General Conditions. Contractor agrees to operate the Program, complying fully with applicable Arkansas statutes, and Arkansas Pollution Control and Ecology Commission Regulation 36, promulgated by the Division of Environmental Quality, hereinafter referred to as "DEQ."
2. District 2 Waste Tire Accountability Program. Pursuant to Section 6(2)(B), Arkansas Code § 8-9-410, District 2 consists of the following counties: Cleburne, Clay, Craighead, Crittenden, Cross, Faulkner, Fulton, Greene, Independence, Izard, Jackson, Lawrence, Mississippi, Poinsett, Pulaski, Randolph, Sharp, Stone, White, and Woodruff.
3. Interlocal Agreements. Pursuant to Section 6(c)(2)(d), Arkansas Code § 8-9-410, Programs may enter into inter-local agreements to determine the highest level of efficiency regarding tire processing. As stated in Resolution 2023-01, adopted by the Board on June 7, 2023, District 2 and District 4 agree District 2 shall manage the collection, transport, and processing of waste tires in Lonoke, Prairie, Monroe, St. Francis, and Lee Counties; and as stated in Resolution 2023-01, adopted by the Board on June 14, 2023, District 2 and District 3 agree District 2 shall manage the collection, transport, and processing of waste tires in Saline and Hot Spring Counties.
4. Waste Tire Collection Centers. Contractor accepts responsibility and liability for waste tires at the time they are deposited at the Program's Waste Tire Collection Centers (Center[s]) during hours in which the Centers are open for business.

Program will provide oversight of the permitted Centers and shall ensure that they are in or effectively comply with Regulation 36, Chapter 15, Tire Collection Centers (36.1501). Contractor shall routinely observe, record, and provide to the Program all information necessary to ensure proper operation of the Centers. Program with Contractor's assistance agrees to post signs at each permitted Center location that clearly indicate the days and hours the Centers are open for business, contact information including the Program's website and telephone number, and warning that illegal dumping will be investigated and prosecuted. The Program will coordinate with the Contractor and will be responsible for the design, language, location, and cost of appropriate signage. A list of current permitted Centers is attached hereto, subject to change. (See EXHIBIT A)

The Program is responsible for providing to the Contractor the name and location of a minimum of one Tire Collection Center in each of the counties comprising the Program area, including counties comprising the inter-local agreements, with the Program recommending the addition of Centers per county as volume requires. Contractor may appeal to the Program the location of Centers requested per county on a case-by-case basis. In considering such appeals, the Program shall confer with the Board and obtain a solution that accommodates the volume of waste tires within that county.

Contractor and Program acknowledge that the location of Centers may change during the term of this Contract. If Program or Contractor is notified by a Center that the Center wishes to terminate their agreement to act as a Collection Center, closure of that Center will not occur until thirty (30) days after said notice. Program and Contractor agree that thirty (30)-days' notice is necessary to properly inform tire generators and the public in which the Center is located. Contractor agrees to obtain Program's approval of a new location or re-location of a Center. Program agrees to approve or deny the establishment of a newly located Center(s) within the thirty (30)-day closure notice period.

5. Waste Tire Volumes. Contractor shall provide to the Program the volume of waste tires collected at each Center. Waste tire volumes shall be reported to the Program monthly. Reporting and accountability of monthly waste tire volumes shall be contained on paper manifests, as required by Regulation 36. Contractor shall be responsible for ensuring that all paper manifest data provided to the Program accurately documents information related to the type, collection, transportation, distribution, recycling, and disposal of recyclable tires, waste tires, and used tires culled for re-sale. Program shall be responsible for timely and

accurate data entry and shall perform duties consistent with the requirements of Regulation 36 for the use of paper manifests and will be responsible for costs associated with data entry and the supply of paper manifest forms.

6. Rejection of Collected Waste Tires. Waste tires submitted on manifests from Centers or tire retailers to the Contractor without a Waste Tire Number shall not be collected. Likewise, waste tires submitted on manifests from Centers or tire retailers to the Contractor for fee-paid tires that do not indicate money was collected from the Center or tire retailer shall not be collected. No waste tires shall be collected from Centers or retailers without a properly completed manifest, including the Center's or the retailer's Waste Tire Number.
  
7. Processing and Recycling. A processed tire shall be defined consistent with Regulation 36, Chapter 2 Definitions (36.201). Contractor shall finance, construct, operate, and maintain a waste tire processing facility. The processing facility shall be sufficient in design and capacity to process for recycling or disposal a minimum of one million (1,000,000) tires per 12-month period. Classes of tires shall be defined as Small, Large, and Extra Large consistent with Regulation 36, Chapter 2 Definitions (36.201). Contractor shall be responsible for obtaining all permits and regulatory approvals for the processing facility. Contractor may process waste tires other than those collected through the Program and shall ensure that only Program-related tires are represented on the manifests. Contractor agrees that waste tires collected through the Program will be processed and recycled on site achieving a minimum fifty percent (50%) recycling rate, and that landfilling or mono-filling of waste tires collected through the Program shall not exceed fifty percent (50%). Exceptions to the above prohibition of landfilling or mono-filling of waste tires due to equipment failure, Force Majeure, or other unforeseen processing- or reimbursement- or payment-related circumstances, may be granted on a case-by-case basis by the Program.

Contractor agrees to obtain Program's approval on a case-by-case basis for temporary stockpiling of waste tires and waste tire parts and scraps when an end-user cannot take immediate delivery of the waste tire materials. Upon the effective date of this Contract, Contractor shall identify Program-related waste tires and waste tire parts and scraps over and above the thirty (30) times the Contractor's daily processing capacity that the Contractor has stockpiled and will provide to the Program within thirty (30) days of the effective date of this Contract a plan for the processing of said stockpiles.

Contractor shall agree to a maximum level of stockpiling of no more than said thirty (30) times the daily capacity of the processing equipment used as set forth in Regulation 36 Section Storage (36.1602), including signage that indicates the type of tire in the tire storage areas. Contractor shall provide to the Program any equipment upgrades necessary to ensure the agreed-upon recycling rate. Equipment upgrades may be covered in a separate agreement or a grant application and agreement between Contractor and the Program.

Contractor agrees to a minimum maintenance schedule of no less than six (6) times per twelve (12)-month period on each piece of equipment necessary to maintain the agreed-upon minimum annual recycling rate. Contractor shall provide to the Program on each anniversary date of the Contract a maintenance schedule. The maintenance schedule shall include a description of each piece of equipment necessary to maintain the minimum annual recycling rate and subject to the schedule. A maintenance accountability report shall be submitted to the Program within thirty (30) days of the anniversary dates of the Contract and reported to the Board at their next regularly scheduled meeting. Equipment in use for recycling waste tires shall be contained on a list attached to this Contract, and shall be updated on January 1 of each contract year. (See EXHIBIT C)

8. Per-Tire or Per-Ton Rates and Monthly Invoicing. Contractor shall invoice Program monthly for waste tires collected and processed, as accounted for on paper manifests. Only manifests with Waste Tire Numbers shall be accepted by the Program. Waste tire manifests shall accompany Contractor's monthly invoice. Program shall be billed on a per-tire or per-ton basis for Small, Large, and Extra-Large tires based on the cost per tire or per ton proposed by the Contractor and agreed to by the Program and the Board. The cost per tire or per ton shall be consistent with the approved reimbursement costs contained in the Program business plan or any subsequent revised business plan submitted to and approved by DEQ and reviewed by the Arkansas Legislative Council (ALC). (See EXHIBIT B)
9. Payment. Program will compensate Contractor monthly with funds from the Used Tire Recycling Fund based upon manifest-supported invoices submitted by Contractor. Only manifests with Waste Tire Numbers shall be accepted by the Program for payment. All payments from the Program to the Contractor shall come exclusively from the Used Tire Recycling Fund. There is no liability for such payment from other funds and resources of the Program. If no Used Tire Recycling Funds are received by the Program, this Contract will be automatically

suspended until such time as funds are received. In no event will Program be obligated to compensate Contractor if no Used Tire Recycling Funds are available. Program may choose to pay Contractor from reserve funds, if any.

Any fees collected by Contractor for disposal shall be remitted to the Program. Only the costs for transport and processing of waste tires that are supported by properly filled-out paper manifests shall be approved for payment to the Contractor by the Program.

10. Maximum Compensation. In no event shall the total compensation due Contractor exceed the amount of reimbursement funds obtained by the Program from the Used Tire Recycling Fund for the Program's previous quarter's submitted reimbursement requests. Program may choose to compensate Contractor from reserve funds, if any.
11. Additional Compensation. In the event at any time after June 15, 2023, Davis contracts with a private entity paying to Davis fees or any other form of compensation, including the reduction in cost of operations, Davis will notify the Program of the private-entity agreement and share same with the Program. Upon such event, the Program will determine at its discretion, based on per-tire or per-ton costs contained herein, if the compensation paid to Davis should be re-negotiated or otherwise revised. Cost of operation includes but is not limited to the cost associated with landfilling waste tires.
12. Performance Audit and Financial Audit. Districts may require Program-related Contractor records for purposes of monitoring Program performance and for conducting Program financial audits.
13. Term of Contract. The term of this Contract shall be \_\_\_\_\_, 2023, through June 30, 2028. The contract shall not be in force unless and until a business plan, as defined by Arkansas Pollution Control and Ecology Commission Regulation 36, submitted to DEQ and reviewed by ALC, including the per-tire and per-ton rates contained herein, is approved by both DEQ and ALC.
14. Contract Extension. The contract may be revised and extended upon agreement of all parties not to exceed two (2), two (2)-year periods.

15. Termination of Contract. If Contractor's performance under this Contract is found to be deficient, or if Contractor fails to fulfill any portion of the Contractor's agreed-upon responsibilities, Program will notify Contractor of the deficiency and Contractor shall have thirty (30) days to correct it. If Contractor fails to correct the deficiency in a thirty (30)-day period, Program may terminate this Contract by giving a thirty (30)-day notice in writing to the Contractor. Notice shall be given by certified mail, return receipt requested. Services under this Contract are automatically postponed if reimbursement funds are depleted prior to the end of the term of the contract until the Program receives an additional disbursement from the Used Tire Recycling Fund. Further, the Contract terminates with no liability to the Program, or to the counties and municipalities within the Program, if the Program does not receive reimbursement funds, or if the Program ceases to exist.
16. Contractor Indemnity. Contractor agrees that to the extent requirements apply for reclamation of tires and tire components, it shall complete the same in compliance with all Federal, State, and local requirements and shall keep in full force and effect all local, state, and federal permits necessary or required to conduct such operations. Upon receipt of the tires into the possession of Contractor, Contractor agrees to indemnify Program, counties, and municipalities within the Program from any and all claims for the wrongful disposal or disposition of waste tires.
17. Authorization to Execute This Contract. The Director of the Program and the Chair of the Program are authorized to execute this agreement on behalf of the Program Board upon a majority of the Board membership agreeing to the provisions of this contract.
18. Force Majeure. The performance of this contract shall be delayed for so long as acts of God or other events, such as floods, labor strikes, wars, and other such catastrophes or natural disasters, beyond the control of either party hereto prevent the performance thereof. However, such events shall only delay the performance of the contract and shall not terminate the contract unless the circumstances are such that the continued performance is rendered unfeasible.

## EXHIBIT A

### Collection Centers

*(subject to change)*

Clay	Clay Co. Road Dept. 2643 Heritage Park Rd. Piggott, AR 72454
Cleburne	Cleburne Co. Transfer Station 154 Libby Rd. Heber Springs, AR 72543
Crittenden	Crittenden Co. Road Dept. 2349 Hwy. 64 W Marion, AR 72364
Craighead	Legacy Landfill 238 CR Rd. 476 Jonesboro, AR 72404
Cross	Cross Co. Road Dept. 1730 AR-193 Wynne, AR 72396
Faulkner	Conway City Landfill 4550 Hwy. 64 W Conway, AR 72033
Fulton	Main St. Tire & Auto 251 N. Main St. Salem, AR 72576
Greene	Northeast Ark. Regional Landfill 1810 Greene-890 Rd. Paragould, AR 72451
Hot Spring	K&A Tires and More 628 E. Page Ave. Malvern, AR 72104

Independence	Ken's Firestone District 2 Waste Tire Accountability Program Contract with Davis Rubber Company, Inc.
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1316 E. Main St.  
Batesville, AR 72501

Izard	Izard Co. Yard 9 Timber Lane Melbourne, AR 72556
Jackson	Newport City Yard 420 Morris Ave. Newport, AR 72112
Lawrence	Lawrence Co. Rd. Dept. 1776 Hwy. 67 Hoxie, AR 72433
Lee	Lee Co. Road Dept. 529 Hwy. 243 Marianna, AR 72360
Lonoke	Lonoke Tire & Lube 808 N. Center St. Lonoke, AR 72086
Mississippi	Mississippi Co. Landfill 1695 E. County Rd. 506 Luxora, AR 72358
Poinsett	Poinsett County Landfill 704 N. East St. Harrisburg, AR 72403
Prairie	Harvey's Garage 1905 Main St. Des Arc, AR 72086
Pulaski	Davis Rubber Co. 1800 E. 14 <sup>th</sup> St. Little Rock, AR 72203
Randolph	Randolph Co. Transfer Station 145 Landfill Rd. Pocahontas, AR 72455
Saline	Republic Landfill

18511 W. Sardis Rd.  
Benton, AR 72011

Sharp                      Sharp Co. Road Dept.  
2 Progress Lane  
Ash Flat, AR 72513

St. Francis                NEARCO  
604 MLK Dr.  
Madison, AR 72359

Stone                      Mt. View Transfer Station  
164 Recycle Rd.  
Mt. View, AR 72560

White                      White River Reclamation  
220 Conway Rd.  
Bald Knob, AR 72010

Woodruff                  Woodruff Co. Yard  
997 Poplar  
McCrory, AR 72101

*(Retailers in the District may request waste tires for collection on a case-by-case basis, as approved by the Program's Waste-Tire Coordinator.)*

## EXHIBIT B

### Tire Definitions and Contractor Processing Charges

#### 1. Tire Definitions

- a. Small Tire means a tire that has a load rating of "F" or lower and a rim size of nineteen inches (19") or smaller and includes low-profile tires. Small tire includes automobile, motorcycle, all-terrain vehicle, lawn mower, or golf cart tires.
- b. Large Tire means a tire with a rim sized greater than nineteen inches (19") and a load rating of "F" or higher, including without limitation a wide-base or extra-wide single tire.
- c. Extra-large Tire means a tire with a load rating of "G" or higher and that, due to its size or construction, is more difficult to process for recycling or disposal other than a large tire and costs substantially more to process than a large tire. Extra-large tire includes without limitation tires used, capable of being used, or designed to be used on any of the following vehicles or equipment: A skid steer loader; excavation equipment; farm implement, including without limitation, a tractor; backhoe; road grader; industrial equipment; skidder; or heavy-duty truck used off-road for mining. The Program may establish additional fees for accepting extra-large tires. Specialty tire shall be included with extra-large tires.

#### 2. Contractor Costs

The per-tire and per-ton costs for collecting, transporting, and processing waste tires to be paid to Contractor from the Used Tire Recycling Fund are agreed to as follows:

- a. Per-Tire Costs
  1. Small Tires w/Transport: \$2.78
  2. Small Tires w/o Transport: \$1.61
  3. Large Tires w/ Transport: \$10.76
  4. Large Tires w/o Transport: \$6.66
- b. Per-Ton Costs
  1. Mixed Loads of Small and Large Tires w/ Transport: \$198
  2. Mixed Loads of Small and Large Tires w/o Transport: \$128
  3. Extra-Large Tires w/ Transport: \$260
  4. Extra-Large Tires w/o Transport: \$180

*(Signatures of parties appear on next page.)*

District 2 Waste Tire Accountability Program  
Contract with Davis Rubber Company, Inc.

## EXHIBIT C

### Tire Processing Equipment

May 2, 2023

#### Davis Rubber Company Equipment list

The first 9 pieces of equipment are used to move material and equipment around the site as needed. Loaders and telehandlers are used to load trucks with tire shreds and products. Telehandlers are also used as cranes to help repair and maintain equipment.

Caterpillar forklift	2p5000	2003	2003
Ditch Witch skid steer	SK800	2017	2021
Caterpillar 908H wheel loader		2011	2011
Caterpillar 924 wheel loader		2014	2015
Caterpillar 930M wheel loader		2021	2022
Caterpillar TH 514C telehandler		2014	2021
Caterpillar Th 560 telehandler		2010	2013
Caterpillar TH 360B telehandler		2009	2011
Geni GTH-5519 telehandler			2022
Caterpillar 308E		2016	2022
excavator with powered thumb attachment. Used to load tires in bulk into tire shredder			
Caterpillar 314E			2022
excavator with powered thumb attachment. Used to load tires in bulk into tire shredder			

Komatsu PC300LC excavator with Labounty Shear 1993 2020

Used to shear XL tires before further processing or landfilling

Volvo Dump Truck, Yard Truck 2004 2015

Used to move tire material around the yard as needed

On the road trucks. These trucks are used to pull 48' to 53' trailers around the state to collect and bring in tires, to haul product to market and to haul material to the landfill.

Mack Truck with Grapple GR64FT 2021 2020

Mack Truck CXU613 2014 2020

Peterbuilt with Grapple 567 2022 2021

Perterbuilt 567 2020 2021

International 9900 2016 2020

Kenworth T800 2012 2021

#### Pickup Trucks

GMC ¾ ton pickup truck 2020 2021

Run errands, pull 24 foot trailers if needed

GMC 3/4 ton pickup truck 2021 2023

Run errands, pull 24 foot trailers if needed

#### Walking floor trailers

Used to collect and transport whole tires to our processing facility, to haul product to market and to haul material to the landfill.

Wilkins Inds. Inc.	2004	2020
Travis Body and Trailer	2007	2020
Travis Body and Trailer	2006	2021
Mac Trailer	2011	2021

#### 79each 24 foot trailers

These trailers are pulled with ¾ ton pick up trucks. They are parked at tire stores for waste tires to be loaded in. Once full they are transported to Davis Rubber Company processing facility.

See attached list

# Waste Tire Trailers Equipment List

	Yr.	Make	Model	Vin #	Cost/Value	License Plate		
1	1/2010	Big Tex	12PI-24T	16VPX2426A2348753	\$ 5,050	X17728		
2	1/2010	Big Tex	12PI-24T	16VPX2428A2348754	\$ 5,050	X17738		
3	1/2010	Big Tex	12PI-24T	16VPX2422A2348751	\$ 5,050	X17726		
4	1/2020	Big Tex	12PI-24T	16VPX2420A2348750	\$ 5,050	X15522		
5	5/2010	Big Tex	12PI-24T	16VPX2421A2353083	\$ 5,006			
6	5/2010	Big Tex	12PI-24T	16VPX2429A2353123	\$ 5,006	X17737		
7	5/2010	Big Tex	12PI-24T	16VPX2427A2353122	\$ 5,006	No Plate		
8	5/2010	Big Tex	12PI-24T	16VPX2425A2353121	\$ 5,006	48K8005	Temporary plate	
9	5/2010	Big Tex	12PI-24T	16VPX2423A2353120	\$ 5,006	X17740		
10	7/2012	Big Tex	12PI-24T	16VPX2423C2331170	\$ 4,800	X19166		
11	7/2012	Big Tex	12PI-24T	16VPX2429C2331173	\$ 4,800	X19167		
12	7/2012	Big Tex	12PI-24T	16VPX2422C2331175	\$ 4,800	X19168		
13	7/2012	Big Tex	12PI-24T	16VPX2424C2331176	\$ 4,800	X19169		
14	7/2012	Big Tex	12PI-24T	16VPX2426C2331177	\$ 4,800	X19165		
15	11/2012	Big Tex	12PI-24T	16VPX2420C2331174	\$ 4,800	X20009		
16	11/2012	Big Tex	12PI-24T	16VPX2425C2344874	\$ 4,800	X20012		
17	11/2012	Big Tex	12PI-24T	16VPX2427C2344875	\$ 4,800	X20011		
18	11/2012	Big Tex	12PI-24T	16VPX2429C2344876	\$ 4,800	X20010		
19	11/2012	Big Tex	12PI-24T	16VPX2421C2337405	\$ 4,800	X20013		
20	8/2013	Big Tex	12PI-24T	16VPX2423D2390642	\$ 4,900	X20484		
21	8/2013	Big Tex	12PI-24T	16VPX2425D2390643	\$ 4,900	X20485		
22	8/2013	Big Tex	12PI-24T	16VPX2427D2390644	\$ 4,900	X20906		
23	8/2013	Big Tex	12PI-24T	16VPX2429D2390645	\$ 4,900	X20907		
24	12/2013	Big Tex	12PI-24T	16VPX2426E2311126	\$ 5,065	X20927		
25	12/2013	Big Tex	12PI-24T	16VPX2428E2311127	\$ 5,065	X20925		
26	12/2013	Big Tex	12PI-24T	16VPX242XE2311128	\$ 5,065	X20926		
27	12/2013	Big Tex	12PI-24T	16VPX2428E2311130	\$ 5,065	X20924		
28	12/2013	Big Tex	12PI-24T	16VPX242XE2311131	\$ 5,065	X20928		
29	1/2014	Kraftsman	HG 9	5E7HG2420DR001819	\$ 13,360	X20920		
30	1/2014	Kraftsman	HG 9	5E7HG2427DR001820	\$ 13,360	X20921		
31	10/2014	Big Tex	12PI-24T	16VPX2428E2339980	\$ 5,100	X21477		
32	10/2014	Big Tex	12PI-24T	16VPX242XE2339981	\$ 5,100	X21476		
33	1/2015	Big Tex	12PI-24T	16VPX242XF2072018	\$ 5,215	X21867		
34	1/2015	Big Tex	12PI-24T	16VPX2421F2072019	\$ 5,215	X21868		
35	1/2015	Big Tex	12PI-24T	16VPX2428F2072020	\$ 5,215	X21869		
36	1/2015	Big Tex	12PI-24T	16VPX242XF2072021	\$ 5,215	X21870		
37	7/2015	Big Tex	12PI-24T	16VPX2426F2003990	\$ 5,250	X22077		
38	7/2015	Big Tex	12PI-24T	16VPX2428F2003991	\$ 5,250	X22076		
39	3/2016	Big Tex	12PI-24T	16VPX2429G2040159	\$ 5,250	X22720		
40	3/2016	Big Tex	12PI-24T	16VPX2425G2040160	\$ 5,250	X22721		
41	3/2016	Big Tex	12PI-24T	16VPX2427G2040161	\$ 5,250	X22722		
42	3/2016	Big Tex	12PI-24T	16VPX2429G2040162	\$ 5,250	X22719		
43	10/2016	Big Tex	12PI-24T	16VPX2425H2001585	\$ 5,215	X23532		
44	10/2016	Big Tex	12PI-24T	16VPX2427H2001586	\$ 5,215	X23531		
45	10/2016	Big Tex	12PI-24T	16VPX2429H2001587	\$ 5,215	X23533		
46	10/2016	Big Tex	12PI-24T	16VPX2420H2001588	\$ 5,215	X23534		
					\$ 248,295			

Year	Make	Model	Style	VIN #	Purchase Price
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242782313598	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242X82308098	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242482309573	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242882909574	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242282310530	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242682310532	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242782310538	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242X82310584	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242882310589	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242182310595	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242382310536	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242582310523	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242782310524	
2008	SUPP	BIG TEX TRAILER	MINIMUM 20	16VPX242282310527	
2008	SUPP	BIG TEX TRAILER	MINIMUM 20	16VPX242982310525	
2008	SUPP	BIG TEX TRAILER	MINIMUM 20	16VPX242682310529	
2008	SUPP	BIG TEX TRAILER	MINIMUM 20	16VPX242X82310520	
2012	SUPP	G & G TRAILER	MINIMUM 20	51N8F2427CT111119	
2012	BIG TEX	TRAILER	MINIMUM 20	16VPX2427C2331172	
2012	BIG TEX	TRAILER	MINIMUM 20	16VPX2428C2331178	
2012	SUPP	BIG TEX TRAILER	MINIMUM 20	16VPX242XC2331179	
2012	SUPP	G & G TRAILER	MINIMUM 20	51N8F2429CT111114	
2015	SUPP	BIG TEX 12' TANDEM A)	MINIMUM 20	16VNX1222F2096909	

Year	Make	Model	Style	VIN #	Purchase Price
2005	SUPP	24' HD RAIL TRLR	MINIMUM 100	5FLRP242X58111111	
2005	SUPP	24' TRAILER	MINIMUM 20	5FLRP242X58204204	
2008	SUPP	BIG TEX TRAILER	MINIMUM 20	16VPX242182310521	
2008	SUPP	BIG TEX TRAILER	MINIMUM 20	16VPX242482310531	
2008	SUPP	BIG TEX TRAILER	MINIMUM 20	16UPX242082310526	
2008	SUPP	BIG TEX TRAILER	MINIMUM 20	16UPX242482310528	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242582310537	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242982313599	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242582313597	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242182313595	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242382313596	

## Processing Equipment

IDM R-110 200 horse power Hydraulic Shredder	2013	2013
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Used to shred small, large and Extra Large tires one pass.

Davis Manufactured Infeed conveyor	2015	2015
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Feeds whole tires into shredder

Davis Manufactured Infeed conveyor	2015	2015
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Feeds whole tires into shredder

Davis Manufactured discharge conveyor	2015	2015
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Carries shreds away from shredder

Davis Manufactured discharge conveyor	2015	2015
---------------------------------------	------	------

Carries shreds away from shredder

Davis Manufactured discharge conveyor	2015	2015
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Carries shreds away from shredder

Jomar TC-500 Tire Shredder	2022	2022
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Used to shred whole small and whole large tires plus one pass shreds from other shredders. Internal screen allows you to make smaller shreds that are then processed further.

Jomar Infeed conveyor	2022	2022
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Allows you to feed tires one at a time or in bulk to the TC-500 shredder

Jomar discharge conveyor	2022	2022
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Carries tire shreds away from the shredder

5 Drum magnets	2015	2015
Used to pick tire wire out of a stream of ground tire material.		
3 eriez shaker tables	2015	2015
Used to help separate tire wire from ground tire material.		
2 head pully magnets	2015	2015
Used to help separate tire wire from ground tire material.		
2 bucket elevators	2015	2015
Used to move shredded tire material to a higher level for further separation		
1 Rotex Screener	2015	2015
Used to sort tire rubber into different sizes		
1 Alan Ross Crossbelt Magnet	2015	2015
Used to remove tire wire from rubber		
1 Davis manufactured infeed hopper	2000	2000
Stores rubber material and feeds it out at a controlled rate		
1 Painter Auger	2017	2017
Used to paint rubber products		
1 Dryer Davis Manufactured	2017	2017
Used to dry painted rubber products before bagging		
1 Dryer Conveyor	2017	2017
Used to dry painted rubber products before bagging		

In Witness Whereof, the parties have hereunto set their hands:

**Davis Rubber Company, Inc.**

**Davis Rubber Company, Inc.**

\_\_\_\_\_  
By: Roger Davis, President

\_\_\_\_\_  
By: Phillip Davis, Vice President

Date:\_\_\_\_\_

Date:\_\_\_\_\_

**District 2 Waste Tire Accountability Program**

\_\_\_\_\_  
By: Barry Hyde, Chairman

Date:\_\_\_\_\_

\_\_\_\_\_  
By: Craig Douglass, Executive Director

Date:\_\_\_\_\_

**Inter District Waste Tire Program**  
**Profit & Loss**  
January through December 2022

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	Jan - Dec 22
Ordinary Income/Expense	
Income	
5004 · ADEQ - Waste Tire Grant	2,766,166.93
5009 · Bank Interest	544.79
Total Income	2,766,711.72
Expense	
5099 · Administrative Set Aside	438,860.90
6106 · Bank Service Charge	440.00
6190 · Miscellaneous	10,840.00
6310 · Waste Tire Contractor	1,902,917.91
6999 · Reserve	407,314.51
Total Expense	2,760,373.32
Net Ordinary Income	6,338.40
Net Income	<b>6,338.40</b>

RESOLUTION NO. 2023-01

A RESOLUTION OF THE BOARD  
OF  
DISTRICT 2 TIRE ACCOUNTABILITY BOARD  
AUTHORIZING INTERLOCAL AGREEMENTS

**WHEREAS**, Act 713 of the 2023 Regular Session of the Arkansas General Assembly, the Used Tire Recycling and Accountability Act (the “Act”), codified at Ark. Code Ann. § 8-9-401 *et seq.*, established Used Tire Program District 2 consisting of the following counties: Fulton, Sharp, Randolph, Clay, Izard, Lawrence, Greene, Stone, Independence, Jackson, Craighead, Mississippi, Cleburne, Faulkner, White, Poinsett, Woodruff, Cross, Pulaski, and Crittenden (“**District 2**”);

**WHEREAS**, Act 713 of the 2023 Regular Session of the Arkansas General Assembly, the Used Tire Recycling and Accountability Act (the “Act”), codified at Ark. Code Ann. § 8-9-401 *et seq.*, established Used Tire Program District 3 consisting of the following counties: Polk, Montgomery, Sevier, Howard, Pike, Clark, Little River, Hempstead, Nevada, Miller, Lafayette, Saline, Dallas, Ouachita, Union, Garland, Hot Spring, and Columbia (“**District 3**”);

**WHEREAS**, Act 713 of the 2023 Regular Session of the Arkansas General Assembly, the Used Tire Recycling and Accountability Act (the “Act”), codified at Ark. Code Ann. § 8-9-401 *et seq.*, established Used Tire Program District 4 consisting of the following counties: Grant, Jefferson, Arkansas, Phillips, Cleveland, Lincoln, Desha, Calhoun, Bradley, Drew, Ashley, Lonoke, Prairie, Monroe, St. Francis, Lee, and Chicot (“**District 4**”);

**WHEREAS**, the Act provides that respective Districts may enter into an interlocal agreement to determine the highest level of efficiency regarding tire processing in their respective used tire programs;

**NOW, THEREFORE** LET IT BE RESOLVED THAT THE TIRE ACCOUNTABILITY BOARD OF DISTRICT 2 HEREBY RESOLVED AS FOLLOWS:

**RESOLVED**, District 2 hereby authorizes and approves an interlocal agreement, as allowed under the Act, with District 4 whereby the waste tires in the counties of Lonoke, Prairie, Monroe, St. Francis, and Lee shall be managed by District 2 to ensure the highest level of efficiency for transportation and processing of waste tires collected in the identified counties located within the designated area for District 4;

**RESOLVED**, District 2 hereby authorizes and approves an interlocal agreement, as allowed under the Act, with District 3 whereby the waste tires in the counties of Saline and Hot Spring shall be managed by District 2 to ensure the highest level of efficiency for

transportation and processing of waste tires collected in the identified counties located within the designated area for District 3;

**RESOLVED**, any and all expenses associated with the preparation and implementation of the interlocal agreements authorized hereunder shall be the responsibility of and included in the Business Plan of District 2;

**RESOLVED**, the undersigned Executive Director of District 2 is hereby authorized to take such actions and execute such documents as deemed necessary and proper to carry out the interlocal agreements authorized herein; and

**RESOLVED**, the actions of the undersigned Executive Director of District 2 taken prior to the passage of this Resolution that have been taken in furtherance of the interlocal agreement authorized herein are hereby ratified.

**ADOPTED:**

**DATE:** 6-14-23

**APPROVED:**

Barry Hyde  
By: Barry Hyde  
Title: Board Chair

**ATTEST:**

John Alan Nelson  
By: John Alan Nelson Mississippi County Judge  
Title: Board Secretary

**ACKNOWLEDGED:**

Craig Douglass  
Craig Douglass, Executive Director

# Business Plan (TAP-12)

version 1.7

(Submission #: HPV-VW3E-TCHM8, version 2)

## Details

**Submitted** 10/18/2023 (86 days ago) by Mitchell Drew Noble

**Alt ID** UTP-3-Southwest Arkansas Tire Program

**Submission ID** HPV-VW3E-TCHM8

**Status** Submitted

## Form Input

### Used Tire Program Overview

**Reporting Year**  
2023

**Used Tire Program Identification Number**  
UTP-3

**Used Tire Program (UTP) Name**  
Southwest Arkansas Tire Program

**Used Tire Program Processing Facility Address**

**Address**  
319 landfill rd  
P.O. Box 909  
Nashville, ARKANSAS 71852

### List of Permits Issued to UTP

Permit Type	Permit Number	Permit Expiration Date	Permittee
TPF - Tire Processing Facility	0006	10/16/2023	UPPER-SW RSWMD
TCC - Tire Collection Center	0039	02/13/2028	UPPER-SW RSWMD
TCC - Tire Collection Center	0038	2/13/2028	UPPER-SW RSWMD
TCC - Tire Collection Center	0040	2/13/2028	UPPER-SW RSWMD
TCC - Tire Collection Center	0041	2/13/2028	UPPER-SW RSWMD
TCC - Tire Collection Center	0042	2/13/2028	UPPER-SW RSWMD
TCC - Tire Collection Center	0043	2/13/2028	UPPER-SW RSWMD
TCC - Tire Collection Center	0044	2/13/2028	UPPER-SW RSWMD
TCC - Tire Collection Center	0045	2/13/2028	UPPER-SW-RSWMD
TCC - Tire Collection Center	0046	2/13/2028	UPPER-SW RSWMD
TCC - Tire Collection Center	0047	2/13/2028	UPPER-SW RSWMD
TCC - Tire Collection Center	0033	2/13/2028	UPPER-SW RSWMD
TCC - Tire Collection Center	0035	2/13/2028	UPPER-SW RSWMD
TCC - Tire Collection Center	0036	2/13/2028	UPPER-SW RSWMD
TCC - Tire Collection Center	0067	2/13/2028	ARKADELPHIA TIRE & OUTFITTERS
TCC - Tire Collection Center	0091	2/13/2028	J&M WRECKER
TCC - Tire Collection Center	0066	2/13/2028	HOT SPRINGS TIRE & AUTO
TCC - Tire Collection Center	0070	2/13/2028	ACE DISCOUNT TIRE
TCC - Tire Collection Center	0080	2/13/2028	KRAZY TREAD TIRE COMPANY

**Square Mileage Served by the Used Tire Program (UTP)**

9,686.36

**Population based on most Recent Federal Census**

320,027

**Used Tire Program Board Members**

Title	First and Last Name	Phone Number	Email	Mailing Address
Director	Mitchell Noble	8704514187	mitchelldrewnoble@hotmail.com	Box 909, Nashville, AR 71852
Mayor	Jeff Brown	870-584-3445	mayor@cityofdequeen.com	P.O. Box 730, DeQueen, AR 71832
Mayor	Larry Dunaway	870-845-7400	npw@nashar.org	426 N Main, Nashville, AR 71852
Mayor	Parnell Vann	870-234-1375	mayor@magnolia-ar.com	P.O. Box 1126, Magnolia, AR 71754
Mayor	Brenda Weldon	501-332-3636	mayor@malvernar.gov	119 w. 3rd, Malvern, AR 72104
Judge	*Darryl Mahoney, Chair	501-622-3602	dmahoney@garlandcounty.org	501 Ouachita Ave, HOt Springs, AR 71901
Judge	Brandon Ellison	479-394-8130	bellison@polkcountyar.org	507 Church St Suite 2, Mena, AR 71953
Judge	Robert Mcadoo, Vice Chair	870-837-2211	judge@ouachitacounty.org	P.O. Box 644, Camden, AR 71711
Judge	Larry Cowling	870-898-7202	lcowling@lrcounty.com	351 N. 2nd, Ashdown, AR 71822
Judge	Brent Pinkerton, Sec./Treas.	870-845-7500	brentp@howardco.org	421 N Main, Nashville, AR 71852
Judge	Dennis Thornton	501-332-2261	hscjudge@hotspringcounty.org	210 Locust, Malvern, AR 72104
Judge	*Matt Brumley	501-303-5600	matt.brumley@salinecounty.org	200 N. Main, Benton, AR 72015

**Attach Inter-District Agreement**[MITCH 71723-2\\_0001.pdf - 07/17/2023 09:35 AM](#)[MITCH 71723-1\\_0001.pdf - 07/17/2023 09:44 AM](#)[upper-sw and district 3 agreement.pdf - 07/26/2023 08:56 AM](#)[Document\\_2023-08-03\\_141516.pdf - 08/03/2023 02:17 PM](#)**Comment**

NONE PROVIDED

**Do you have an approved Solid Waste Management Plan filed with DEQ**

Yes

**Current Calendar Year Operations****Used Tire Program Equipment List**

Year	Equipment	Manufacturer	Make	Model	Serial Number	Cost/Value	Amount Owed	Percentage DEQ PAID
2013	PROCESSING PLANT	COLUMBUS MCKINNON	CM	DUAL SPEED	TS12155	1,750,571.22	918,059.35	30.85
2013	TRUCK	MACK	MACK	CH613	MO12368	110,515	0	100
2014	34FT ROLL-OFF TRAILER	BENLEE	BENLEE	34FT	TDB138BEN	57,027	0	100
2016	SKID STEER	CATAPILLER	CAT	246D	BYF03207	39,519	0	0
1994	20 DRY VAN TRAILERS	TRAILMOBILE&WABASH	DRY BOX	53FT	1994	64,000	0	100
2014	TIRE DEBEADER	EAGLE	EAGLE	DEBEADER	0614715	89,000	0	100
2012	SKID STEER	CATAPILLER	CAT	226B	WD03116	35,300	0	0
2012	WHEEL LOADER	CASE	CASE	821F	NBF213347	200,000	0	0
2010	ROLL-OFF TRUCK	MACK	MACK	ROLL-OFF	AM010720	149,500	0	0
2010	10 EA. 65YD BOXES	LA CONTAINER	ROLL-OFF	65YD	1998	69,000	0	100
2003	8 EA. 65 YD BOXES	OX BODIES	ROLL-OFF	65YD	2003	40,000	0	0
2021	PRE-SHREDDER	BARCLAY	BARCLAY	4.9 ROTO-SHRED	4.9	260,000	0	50
2021	REMANED CM CUTTER BOX	COLUMBUS MCKINNON	CM	DUAL SPEED	TS12155	270,000	0	50

Year	Equipment	Manufacturer	Make	Model	Serial Number	Cost/Value	Amount Owed	Percentage DEQ PAID
						Sum: 3,134,432	Sum: 918,059	

#### Contract Obligations

Contract Name	Length of Contract (Years)	Dollar Amount of Contract
M.A. ASSOCIATES	0	35
RICHARDSON WASTE TIRE TRANSPORTATION	1	425

#### Attach Actual Contracts

[Richardson Agreement.pdf](#) - 07/17/2023 12:01 PM  
[Document\\_2023-07-24\\_095900.pdf](#) - 07/24/2023 10:00 AM  
**Comment**  
 NONE PROVIDED

#### Disposition of Tires and Tire Residuals Collected and Processed

Type of Disposition	Shipped To Facility Name	City and State	Amount in Tons	Percentage
TDF End User: Pulp & Paper	DOMTAR	ASHDOWN, AR	1,168.93	54.05
Solid Waste Disposal Facility	UPPER-SW DAILY COVER	NASHVILLE, AR	993.75	45.95
			Sum: 2,163	Sum: 100.00

#### Administration Time Detail (Current Calendar Year)

Category	Coordinator	Administrator 1	Administrator 2
% of Time	0.00	99.00	0.00

#### Administration Cost Detail (UTP Salaries and Benefits)

Category	Coordinator	Administrator 1	Administrator 2	Current Total for Calendar Year	Projected Total for Calendar Year
Salary	o	\$21,202.27	0	NaN	45,760.55
Total Salary	o	0	0	NaN	0
Taxes	o	\$5,473.28	0	NaN	11,191.31
Retirement	o	\$3,248.19	0	NaN	7,010.51
Insurance	o	\$2,373.98	0	NaN	4,296.77
Personal Services Matching Total	o	0	0	NaN	0
Grand Total	o	0	0	NaN	0
Expenses Total	o	\$5,014.60	0	NaN	7,500.00
Salary and Expense Total	o	\$37,312.32	0	NaN	0
				Sum: NaN	Sum: 75,759

#### Attach Profit and Loss Statement

[Upper SW AR RSWMD - January - June 2023 tire program.pdf](#) - 07/19/2023 02:32 PM  
[Upper SW 2022.pdf](#) - 08/03/2023 01:29 PM  
**Comment**  
 NONE PROVIDED

#### Access-Controlled Collection Centers

Collection Center	Address	Hours	Cost
MILLER CO.	2934 CR 10 FOUKE, AR	44	200
OUACHITA CO.	1744 S. ADAMS ST. CAMDEN, AR	40	200
HEMPSTEAD CO.	105 BRENTWOOD DR. HOPE, AR	32	200
HOWARD CO.	319 LANDFILL RD, NASHVILLE, AR	40	200
LAFAYETTE CO. TRANSFER STATION	44 CR 32 LEWISVILLE, AR	40	200
LITTLE RIVER CO. TRANSFER STATION	HWY 108 W ASHDOWN, AR	44	200
MONTGOMERY CO. / MT IDA	HWY 270 W MT IDA, AR	40	200
NEVADA CO. TRANSFER STA.	185 NEVADA 258 PRESCOTT, AR	28	200
PIKE CO. / LANDFILL	241 LANDFILL RD MURFREESBORO, AR	28	200
POLK CO / HATFIELD TRANSFER	5025 HWY 71S HATFIELD, AR	21	200
SEVIER CO. / LANDFILL	796 PINEY RD DEQUEEN, AR	35	200

Collection Center	Address	Hours	Cost
POLK CO. / A&B TIRE	1400 HWY 71 N. MENA, AR	35	200
CLARK CO. / ARKADELPHIA TIRE & OUTFITTERS	1802 PINE ST. ARKADELPHIA, AR	35	0
CLARK CO. / J&M WRECKER	11 FROST RD CADD VALLEY, AR	35	0
GARLAND CO. / HOT SPRINGS TIRE	3123 ALBERT PIKE HOT SPRINGS, AR	35	0
GARLAND CO. / ACE DISCOUNT TIRE	423 N. HWY 7 Ste. A HOT SPRINGS, AR	35	0
GARLAND CO. / KRAZY TREAD TIRE CO.	3070 PARK AVE. HOT SPRINGS, AR	35	0
COLUMBIA CO. / LANDFILL	41 CR 246 MAGNOLIA, AR	50	200

**What is the Quantity of Tires Currently on Any Property Owned, Lease, or Otherwise Controlled by this UTP?**

39421

#### Outstanding Debts

Creditor	Monthly Payment Amount	Total Amount Owed	Maturity Date
CADENCE BANK	5000	270000	12/01/2027

#### Proposed Next Year Operations

##### Used Tire Program Equipment List

Year	Equipment	Manufacturer	Make	Model	Serial Number	Cost/Value	Amount Owed	Percentage DEQ PAID
2013	PROCESSING PLANT	COLUMBUS MCKINNON	CM	DUAL SPEED	TS12155	1,750,571.22	918,059	34.27
2013	TRUCK	MACK	MACK	CH613	M012368	110,515	0	100
2014	34FT ROLL-OFF TRAILER	BENLEE	BENLEE	34FT	TBD138BEN	57,027	0	100
2016	SKID STEER LOADER	CATAPILLAR	CAT	246D	BYF3207	39,519	0	0
1994	20 DRY VANS	TRAILMOBILE	DRY BOX	53FT	1994	64,000	0	100
2014	TIREDEBEADER	EAGLE	EAGLE	TUFF-CUT	0614715	89,000	0	100
2012	SKID STEER LOADER	CATAPILLAR	CAT	226B	WD3116	35,300	0	0
2012	WHEEL LOADER	CASE	CASE	821F	NBF213347	200,000	0	0
2010	ROLL-OFF TRUCK	MACK	MACK	ROLL-FF	10720	149,500	0	0
2010	10 EA - 65YD CONTAINERS	LA CONTAINER	ROLL-OFF	65YD	2010	69,000	0	100
2003	8 EA - 65YD CONTAINERS	OX BODIES	ROLL-OFF	65YD	2003	40,000	0	0
2021	PRE-SHREDDER	BARCLAY	BARCLAY	ROTO-SHRED	4.9	260,000	0	55
2021	REMANED SHREDDER BOX	COLUMBUS MCKINNON	CM	DUAL SPEED	TS12155	270,000	0	55
						Sum: 3,134,432	Sum: 918,059	

#### Contract Obligations

Contract Name	Length of Contract (Years)	Dollar Amount of Contract
MA ASSOCIATES	0	35
RICHARDSON WASTE	1	425

#### Disposition of Tires and Tire Residuals Collected and Processed

Type of Disposition	Facility Name	City and State	Amount in Tons	Percentage
TDF End User: Pulp & Paper	DOMTAR	ASHDOWN, AR	1,800	34.57
Solid Waste Disposal Facility	UPPER-SW CL 4	NASHVILLE, AR	1,082	20.78
Other: DAILY COVER	UPPER SW CL 1	NASHVILLE, AR	1,380	26.50
Another Processing Facility	ARKLATEX TIRE PROCESSING	LINDEN, TX	620	11.91
Another Processing Facility	DAVIS RUBBER	LITTLE ROCK	325	6.24
			Sum: 5,207	Sum: 100.00

**Administration Time Detail (Next Calendar Year)**

Category	Coordinator	Administrator 1	Administrator 2
% of Time	0.00	99.00	0.00

**Administration Cost Detail (UTP Salaries and Benefits)**

Category	Coordinator	Administrator 1	Administrator 2	Current Total for Calendar Year	Projected Total for Calendar Year
Salary	0	47,600	0	NaN	47,600
Total Salary	0	0	0	0	0
Taxes	0	11,564	0	NaN	11,564
Retirement	0	7,292	0	NaN	7,292
Insurance	0	4,693	0	NaN	4,693
Personal Services Matching Total	0	0	0	0	0
Grand Total	0	0	0	0	0
Expenses Total	0	4,600	0	NaN	4,600
Salary and Expense Total	0	75,749	0	NaN	0
				Sum: NaN	Sum: 75,749

**Access-Controlled Collection Centers**

Collection Center	Address	Hours	Cost
MILLER COUNTY	2934 CR 10 FOUKE, AR	44	0
OUACHITA COUNTY	1744 S. ADAMS ST CAMDEN, AR	40	0
HEMPSTEAD COUNTY	105 BRENTWOOD DR. HOPE, AR	32	0
HOWARD COUNTY	319 LANDFILL RD NASHVILLE	40	0
LAFAYETTE COUNTY	44 CR 32 LEWISVILLE	39	0
LITTLE RIVER COUNTY	HWY 108 W. ASHDOWN, L AR	44	0
MONTGOMERY COUNTY	HWY 270 W MT. IDA, AR	40	0
NEVADA COUNTY	185 NEVADA 258 PRESCOTT	40	0
PIKE COUNTY	241 LANDFILL RD MURFREESBORO	28	0
POLK CO. / A&B TIRE	1400 HWY 71N MENA, AR	35	0
POLK CO. / HATFIELD TRANSFER STATION	5025 HWY 71 S HATFIELD, AR	21	0
SEVIER COUNTY	796 PINEY RD DEQUEEN, AR	35	0
COLUMBIA COUNTY	41 CR 246 MAGNOLIA, AR	50	0
CLARK CO. / ARKADELPHIA TIRELDL	1802 PINE ST ARKADELPHIA	35	0
CLARK CO. / J&M WRECKER	11 FROST RD CADDO VALLEY	35	0
GARLAND CO / HOT SPRINGS TIRE	3123 ALBERT PIKE HOT SPRINGS	35	0
GARLAND C / ACE DISCOUNT TIRE	423 N HWY 7 HOT SPRINGS	35	0
GARLAND CO / KRAZY TREAD	3070 PARK AVE HOT SPRINGS	35	0

**Outstanding Debts**

Creditor	Monthly Payment Amount	Total Amount Owed	Maturity Date
CADENCE BANK	5000	240000	12/01/2027

**Attach Capital Improvement and Maintenance Plan with Estimated Expenditures and Cost for the Next Calendar Year**

[Document\\_2023-07-27\\_095828.pdf](#) - 07/27/2023 09:59 AM

**Comment**

NONE PROVIDED

**What are the District's Tire Management and Processing Goals for the Next Three (3) Calendar Years?**

In the next three years we plan to increase the amount of material processed into tire derived fuel by working with DEQ and Ashgrove Cement to develop at least one more market for our product. Clean up our byproduct metals to a marketable state. As markets open up our goal is to get back to 100% recycling.

**Discuss the District's Initiatives to Increase Efficiency and Productivity for the Next Three (3) Calendar Years**

All of our collection centers will be serviced with large dry van trailers instead of boxes. This will increase our capacity per load and decrease our costs per tire.

**Analyze the District's Efforts to Promote Recycling an Sustainability for the Next Three (3) Calendar Years**

As was stated before, we will continue to work with DEQ and any interested industry to develop more markets and uses for tire derived materials. We will do our best with the amount monies available to recycle what can be recycled and produce as small an environmental impact as possible.

**Fiscal Evaluation****Used Tire Program Expenses**

Category	Explain	Previous Calendar Year (Actual Cost)	Current Calendar Year (Projected Cost)	Next Calendar Year (Projected Cost)
Wages		224,146.98	245,000	280,000
Personal Services Matching		74,497.83	96,000	111,500
Mileage		0	0	0
Insurance		10,499.40	10,500	12,000
Rent (UTP Space)		0	0	0
Utilities (Electricity Gas, Water, Telephone)		25,467.97	26,000	28,000
Office Expenses	computer service and supplies	694.19	500	1,500
Processing and Disposal Fees		332,510	294,298	180,000
Advertising		0	0	0
Contractual Services		20,702.02	28,000	30,000
Miscellaneous	DEP, FUEL, ENF,A.TRAV, FEES,LEGL,ACCT	203,270.70	233,338	242,872
Equipment Purchases	BOND PAYMENT	60,000	100,000	60,000
Vehicle Purchases		0	0	0
Maintenance and Repair		218,479.46	206,000	222,000
		Sum: 1,170,269	Sum: 1,239,636	Sum: 1,167,872

**Reimbursements from DEQ**

Previous Calendar Year (Actual Reimbursements)	Current Calendar Year (Project Reimbursements)	Next Calendar Year (Projected Reimbursements)
1007962	927040	957000

**Used Tire Program Local Revenue**

Category	Explain	Previous Calendar Year (Actual Revenue)	Current Calendar Year (Projected Revenue)	Next Calendar Year (Projected Revenue)
DEQ Tire Monies		0	0	0
Other Tire Monies	XL'S @\$30 EA.	0.00	10000	90000
District Fees on Fee-Paid Tires		8425.80	8000	10000
TDF Sales		83462.99	60000	60000
Mulch Sales		0.00	0.00	0.00
Other Sales from Used Tires		0	0.00	0.00
Rental Tire Trailers		36150	45000	60000
Other		0	0.00	0.00
		Sum: 128038.79	Sum: 123000	Sum: 220000

**Tire Management**

Tire Type	Previous Calendar Year (Actual Count)	Current Calendar Year (Projected Count)	Next Calendar Year (Projected Count)
Small Tire	295,359	275,425	301,502
Large Tire	44,488	36,144	33,876
Extra Large Tire	1,648	1,317	3,387

Tire Type	Previous Calendar Year (Actual Count)	Current Calendar Year (Projected Count)	Next Calendar Year (Projected Count)
	Sum: 341,495	Sum: 312,886	Sum: 338,765

Management Cost Per Tire (UTP Expenses Per Number of Tires Managed)

Category	Previous Calendar Year Actual	Current Calendar Year Projected	Next Calendar Year Projected
Total	3.43	3.96	3.45

Management Cost minus Program Local Revenue Per Tire (UTP Expenses Per Number of Tires Managed)

Category	Previous Calendar Year Actual	Current Calendar Year Projected	Next Calendar Year Project
Total	3.05	3.57	2.80

Attachments

Date	Attachment Name	Context	User
10/18/2023 1:19 PM	CertificationForm.pdf	Unknown	Mitchell Noble
8/3/2023 2:17 PM	Document_2023-08-03_141516.pdf	Attachment	Mitchell Noble
8/3/2023 1:29 PM	Upper SW 2022.pdf	Attachment	Mitchell Noble
7/27/2023 9:59 AM	Document_2023-07-27_095828.pdf	Attachment	Mitchell Noble
7/26/2023 8:56 AM	upper-sw and district 3 agreement.pdf	Attachment	Mitchell Noble
7/24/2023 10:00 AM	Document_2023-07-24_095900.pdf	Attachment	Mitchell Noble
7/19/2023 2:32 PM	Upper SW AR RSWMD - January - June 2023 tire program.pdf	Attachment	Mitchell Noble
7/17/2023 12:01 PM	Richardson Agreement.pdf	Attachment	Mitchell Noble
7/17/2023 9:44 AM	MITCH 71723-1_0001.pdf	Attachment	Mitchell Noble
7/17/2023 9:35 AM	MITCH 71723-2_0001.pdf	Attachment	Mitchell Noble

Internal Data

Label	Value
Previous Year Cost	3.43
Current Year Cost	3.96
Next Year Cost	3.45



## ENVIRONMENTAL QUALITY

### Certification of ePortal Submission

This form is to be used to certify electronic ePortal submissions. Please check with the appropriate section for who has the authority to sign this form. A hardcopy of this form with original signature must be sent to DEQ, 5301 Northshore Drive, North Little Rock, AR 72118. Please do **not** send a hardcopy of the ePortal submission with this form. **All fields are required.**

<b>1. Section to which the ePortal Submission was Submitted:</b>	Tire Accountability Program		
<b>2. Form Name:</b>	Business Plan (TAP-12)		
<b>3. Arkansas DEQ Facility Identification Number (AFIN), if available:</b>	UTP-3-Southwest Arkansas Tire Program		
<b>4. Facility Name:</b>	Southwest Arkansas Tire Program		
<b>5. Facility Physical Address:</b>	319 landfill rd Nashville, AR 71852		

I certify under penalty of law that the ePortal submission with Submission ID# HPV-VW3E-TCHM8 and revision # 2 which was submitted electronically on 10/18/2023 1:18:23 PM and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Mitchell Noble

Director

typed/printed name of signatory authority

title

signature of signatory authority

date

**RESOLUTION NO. 2023-001**

**A RESOLUTION OF THE SOUTHWEST ARKANSAS TIRE DISTRICT "DISTRICT 3"**

**A RESOLUTION TO ESTABLISH A FEE ON "EXTRA-LARGE TIRES"**

WHEREAS, per Act 713 of the 2023 Regular Session of the Arkansas General Assembly, the Used Tire Recycling and Accountability Act,

WHEREAS, Regulation 36 of the Arkansas Pollution Control and Ecology Commission, dated July 27, 2018, as amended, allows District 3 to establish a used tire program for extra-large tires accepted by the District, and set fees related to such program for extra-large tires;

WHEREAS, the District desires to set the fees associated with the processing, recycling and disposal of extra-large tires as set forth below,

NOW, THEREFORE LET IT BE RESOLVED THAT THE TIRE ACCOUNTABILITY OF THE SOUTHWEST ARKANSAS TIRE DISTRICT "DISTRICT 3";

RESOLVED, that the District hereby establishes a fee on all extra-large tires, as defined by Regulation 36, section 36.201,

RESOLVED, the amount of the fee shall be \$30.00 per extra-large tire to be collected on behalf of the District by the Arkansas Department of Finance and Administration at the point of sale and to be distributed back to the District as part of the approved reimbursement rate,

*Removed*  
*By Veto*  
RESOLVED, the executive Director is authorized to take such actions as necessary to collect the Extra-Large Tire Fee established herein.

ADOPTED

DATE: 7/11/2023

APPROVED: [Signature]  
BOARD CHAIRMAN

ATTEST: [Signature]  
BOARD SECRETARY/TREAS.

ACKNOWLEDGED: [Signature]  
EXECUTIVE DIRECTOR

**UPPER SW RSWMD**  
**Profit & Loss by Class**  
 January through December 2022

	LANDFILL	TIRE PROGRAM	Unclassified	TOTAL
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
400000 · TIPPING FEES EARNED	3,306,688.41	0.00	0.00	3,306,688.41
400100 · RECYCLE SALES EARNED	5,189.60	0.00	0.00	5,189.60
400350 · STATE RECYCLE GRANTS	195,867.14	0.00	0.00	195,867.14
400380 · TIRE ACCOUNTABILITY - LEVEL ONE	0.00	809,727.36	0.00	809,727.36
400500 · HAULING FEES EARNED	603,320.00	0.00	0.00	603,320.00
400600 · RENTAL FEES EARNED	120,274.00	0.00	0.00	120,274.00
400700 · TIRE FEE INCOME	0.00	8,425.80	0.00	8,425.80
400800 · TIRE TRANSPORTATION INCOME	0.00	36,150.00	0.00	36,150.00
400950 · SHREDDED RUBBER INCOME	10,116.99	83,462.99	0.00	93,579.98
401000 · SALES TAX DISCOUNT EARNED	840.45	0.00	0.00	840.45
<b>Total Income</b>	<b>4,242,296.59</b>	<b>937,766.15</b>	<b>0.00</b>	<b>5,180,062.74</b>
<b>Expense</b>				
610000 · PAYROLL EXPENSE	820,138.54	224,146.98	0.00	1,044,285.52
611000 · FEDERAL PAYROLL TAX EXPENSE	61,873.85	17,130.22	0.00	79,004.07
611100 · UNEMPLOYMENT PAYROLL TAXES	-393.63	123.89	0.00	-269.74
611500 · CUSTOMER SALES TAX EXPENSE	0.00	0.00	0.00	0.00
612000 · INSURANCE - HEALTH	85,561.10	26,979.46	0.00	112,540.56
612100 · INSURANCE - WORKERS COMP	18,514.20	3,591.60	0.00	22,105.80
612200 · INSURANCE - BUILDINGS & EQUIP	48,092.96	10,499.40	0.00	58,592.36
620000 · ADMINISTRATIVE TRAVEL	1,436.41	0.00	0.00	1,436.41
620200 · BANK SERVICE CHARGE	2.00	0.00	0.00	2.00
620400 · COMPLIANCE TESTING	374.62	0.00	0.00	374.62
620500 · ENGINEER/ SURVEY/ TESTING	107,941.47	0.00	0.00	107,941.47
620600 · CONTRACTUAL SERVICES	4,197.17	477.02	0.00	4,674.19
620700 · LEACHATE	100,406.60	0.00	0.00	100,406.60
620800 · ENVIRONMENTAL ENFORCEMENT	275.00	225.00	0.00	500.00
621000 · EQUIPMENT LEASE	46.89	0.00	0.00	46.89
621200 · FEES & DUES	15,071.25	2,400.00	0.00	17,471.25
621400 · FUEL, OIL & GREASE	413,671.63	54,758.06	0.00	468,429.69
621800 · INSURANCE - EQUIPMENT	690.88	0.00	0.00	690.88
622200 · LEGAL	1,618.90	381.10	0.00	2,000.00
622205 · ACCOUNTING	34,269.90	7,015.10	0.00	41,285.00
622210 · FINES & PENALTIES	31,320.07	0.00	0.00	31,320.07
622350 · MAINTENANCE - TIRES	52,482.57	20,956.18	0.00	73,438.75
622400 · MAINTENANCE - BUILDINGS	-10,723.78	142.42	0.00	-10,581.36
622500 · MAINTENANCE - GROUNDS	8,668.95	0.00	0.00	8,668.95
622600 · MAINTENANCE - EQUIPMENT	419,485.79	197,380.86	0.00	616,866.65
622800 · OFFICE EXPENSE	12,426.94	694.19	0.00	13,121.13
622900 · ADVERTISING	1,208.15	0.00	0.00	1,208.15
623000 · RETIREMENT	99,510.34	26,672.66	0.00	126,183.00
623400 · STATE TIPPING FEE	281,693.49	0.00	0.00	281,693.49
623600 · SUPPLIES	3,356.26	0.00	0.00	3,356.26
623700 · UNIFORM REIMBURSEMENT	4,680.00	1,300.00	0.00	5,980.00
623800 · UTILITIES	37,763.10	25,467.97	0.00	63,231.07
624000 · CONTRACT TRANSPORTATION	4,475.00	20,225.00	0.00	24,700.00
624200 · GRANT EXPENSE	195,867.14	0.00	0.00	195,867.14
624400 · CLOSURE COSTS	383,275.44	0.00	0.00	383,275.44
699000 · DEPRECIATION EXPENSE	653,146.86	137,191.44	0.00	790,338.30
<b>Total Expense</b>	<b>3,892,426.06</b>	<b>777,758.55</b>	<b>0.00</b>	<b>4,670,184.61</b>

**UPPER SW RSWMD**  
**Profit & Loss by Class**  
January through December 2022

	LANDFILL	TIRE PROGRAM	Unclassified	TOTAL
Net Ordinary Income	349,870.53	160,007.60	0.00	509,878.13
Other Income/Expense				
Other Income				
700270 · CERT OF DEPOSIT - DB #390178	1,193.87	0.00	0.00	1,193.87
700260 · CERT OF DEPOSIT - DB #388688	23.17	0.00	0.00	23.17
700000 · OTHER INCOME	0.00	260.00	0.00	260.00
700120 · REALIZED/ UNREALIZED GAIN	0.34	0.00	0.00	0.34
700200 · CERT OF DEPOSIT - DB #388696	5.09	0.00	0.00	5.09
700220 · CERT OF DEPOSIT - DB #370738	1,086.92	0.00	0.00	1,086.92
700240 · CERT OF DEPOSIT - DB #368830	10,796.98	0.00	0.00	10,796.98
700400 · GAIN ON SALE OF ASSET	20,375.00	0.00	0.00	20,375.00
700600 · DIVIDEND INCOME - CADENCE	1,457.81	0.00	0.00	1,457.81
700700 · INTEREST INCOME - CADENCE	4,438.42	0.00	0.00	4,438.42
Total Other Income	39,377.60	260.00	0.00	39,637.60
Other Expense				
800175 · BOND INVESTMENT EXPENSE-CADEN...	2,200.00	0.00	0.00	2,200.00
800170 · BOND INTEREST EXPENSE - CADENCE	61,023.50	0.00	0.00	61,023.50
800220 · INTEREST EXPENSE - IRS	4,151.43	0.00	0.00	4,151.43
Total Other Expense	67,374.93	0.00	0.00	67,374.93
Net Other Income	-27,997.33	260.00	0.00	-27,737.33
Net Income	<b>321,873.20</b>	<b>160,267.60</b>	<b>0.00</b>	<b>482,140.80</b>

**SOUTHWEST ARKANSAS TIRE DISTRICT  
"DISTRICT 3"  
CAPITAL IMPROVEMENT SCHEDULE  
&  
MAINTENANCE PLAN**

The Southwest Arkansas Tire District has no plans for capital improvements in 2024. However, in 2025 we will need a new Mack Truck with a Day Cab \$135,000. We will start replacing old dry van trailers \$24,000 will buy four updated trailers and we will continue each year until twenty have been upgraded.

Our maintenance plan is as follows: all rolling stock (trucks, loader, and skid steer loaders) will be serviced with new oil, air and fluid filters every 300 operating hours. This equipment will be greased daily before use. Tires will be replaced as needed. Repairs will be made as needed.

Shredding equipment will be greased, and oil levels maintained daily before use. Shredder knives will be changed as knife wear requires – around every 60,000 tires. Wear plates will be replaced four times per year. Classifier / sizing equipment will be cleaned as needed and during every knife change. Other shredder repairs will be made as needed. Repairs to conveyors (rollers and belting) and other misc. repairs will be made as needed.

Maintenance budget (including new tires and misc. repairs) for 2024 will be \$222,000.

**SEE COMPLETE BUDGET FOR MORE DETAILS**

**INTERGOVERNMENTAL &  
JOINT USE AGREEMENT REGARDING TIRE COLLECTION,  
TRANSPORTATION, PROCESSING AND DISPOSING**

THIS AGREEMENT, made and entered into on this 11<sup>th</sup> day of July, 2023, by and between the Upper-Southwest Arkansas Regional Solid Waste Management District, an Arkansas State Agency, hereinafter referred to as USWARSWMD", and the Used Tire Program 3 Board, hereinafter referred to as "BOARD".

**WITNESSETH**

WHEREAS, USWARSWMD is the owner of land, buildings, and equipment which USWARSWMD has been using to process and dispose of used tires in accordance with Arkansas laws and regulations, jointly referred to as the "joint use areas and equipment" and

WHEREAS, USWARSWMD has the knowledge, understanding, systems, experience and expertise in processing and disposing of used tires.

WHEREAS, Act 713 of the 94<sup>th</sup> General Assembly, hereinafter "Act 713", of the State of Arkansas modified existing law that left processing and disposing of used tires to eleven different Districts, and WHEREAS, Act 713, did consolidate districts, creating four tire programs in the State of Arkansas, and WHEREAS, Used Tire Program 3 consists of areas that previously were contained in the USWARSWMD, and has added a few counties and municipalities; and,

WHEREAS, in accordance with Act 713, an eleven-member tire accountability board was established for Used Tire Program 3, the BOARD, and;

WHEREAS, it is understood that in the future certain funds may be made available to the BOARD or Tire Program District 3, which funds would be payment for tires processed or collected, and which would be processed or collected in the joint use areas and equipment paid for and provided by USWARSWMD; and;

WHEREAS, Act 713, requires that the BOARD enter into an "interlocal agreement" regarding used tire efficiency;

WHEREAS, USWARSWMD and the BOARD desire to state their Joint Use Agreement regarding the joint use areas and equipment, including use of the equipment, knowledge, experience, systems, experience, and expertise provided by USWARSWMD, on, for, on behalf of, or in conjunction with the BOARD and Tire Program District 3;


NOW THEREFORE, in exchange of the mutual terms, conditions and obligations set forth herein, the parties agree as follows:

1. USWARSWMD warrants to the BOARD that it owns or has exclusive rights to certain real property upon which equipment exists that the USWARSWMD has purchased and/or is purchasing for the purposes of properly and legally disposing of used tires in accordance with Arkansas law and regulations.
2. The "joint use areas and equipment" are owned by USWARSWMD and are located upon its real property. The equipment is maintained and covered by policies of insurance maintained by USWARSWMD and is operated by employees of USWARSWMD. The BOARD acknowledges that USWARSWMD owns, maintains and employs the joint use areas and equipment.
3. Subject to the provisions of this Joint Use Agreement, USWARSWMD waives the exclusivity of its rights of operation in the joint use areas and equipment in agreement to process tires for the BOARD and for Tire Program District 3.
4. That, in exchange for using their own equipment, area, land, and employees, USWARSWMD and to compensate USWARSWMD for their equipment, area, land, employees, payment of insurance and other costs, the BOARD agrees that any revenues produced by USWARSWMD, except those revenues specifically budgeted for the operation of the Board for guidance and oversight, shall be paid to USWARSWMD, even if initially paid to the BOARD or to Tire Program District 3, and to do so within 30 days of request by USWARSWMD.
5. Neither party may transfer nor assign its interest in this Agreement without the prior written approval of the other party.
6. This Agreement shall become effective as of the date first set forth above, and shall remain in force and effect thereafter until both parties agree to terminate or amend this Agreement.


IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS Agreement in several counterparts on the date first set forth above, each of which shall constitute an original.

*[Remainder Intentionally Blank, Signature Page to Follow]*

Upper-Southwest Arkansas Regional Solid Waste Management District,

By:   
Mayor Jeff Brown, Chairman of the Board, Upper-SW RSWMD

Tire Program District 3,

By:   
County Judge Darryl Mahoney, Chairman of the Board, Tire Program District 3

## NON-COMPETE MARKETING AGREEMENT

Whereas, M.A. Associates, Inc., a Kansas corporation, located in Overland Park, Kansas (hereinafter referred to as "Marketer") has established markets to which it presently markets and sells to customers throughout the country tire derived fuel ("TDF") and tire wire produced by scrap tire processing plants,

Whereas, Upper-SW RSWMD, a Arkansas corporation, located in Howard County, Arkansas (hereinafter referred to as "Supplier") maintains a scrap tire processing facility in Howard Co. which processes scrap tires into TDF, and

Whereas, Supplier wishes to engage the services of Marketer to purchase and resell TDF and/or tire wire produced by Supplier, the parties agree as follows:

Marketer will purchase TDF and/or tire wire from Supplier for resale to one or more companies that will use the TDF as a supplemental fuel. It is understood by Supplier that Marketer has invested a considerable amount of time, effort and money developing companies to use TDF as a supplemental fuel and use tire wire in metal recycling. Marketer gives no guarantee and no binding obligations that Marketer can purchase and resell Supplier's TDF and/or tire wire. Marketer will provide a price confirmation for TDF and/or tire wire to the Supplier. The details of such transaction will be described in the price confirmation. If Supplier breaches its obligations hereunder, Marketer may enforce same by all lawful remedies including injunction and/or action for damages, and recover from Supplier its expenses, including reasonable attorney's fees.

Supplier is not obligated to use Marketer to sell TDF and/or tire wire, however, once this Agreement has been executed, Supplier (and its affiliates) agrees that for a period beginning with the execution date of this Agreement and for two (2) years from the written termination of this Agreement, Supplier will not sell either directly or indirectly to Marketer's customer(s) (listed below) that use TDF and/or tire wire and will not enter into any type of contractual agreements either directly or indirectly with Marketer's customer(s) for the sale or use of TDF and/or tire wire. Supplier agrees to maintain confidentiality on all customers listed below. If Supplier breaches its obligations hereunder, Supplier acknowledges that the injury suffered by Marketer would be irreparable that an award of monetary damages to Marketer would be an inadequate remedy, that Marketer may (in addition to other rights it may have) obtain injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce this paragraph, and that Marketer shall be entitled to recover from Supplier the costs and expenses of obtaining that relief or remedy, including reasonable attorneys' fees and expenses. If any provisions contained in this paragraph are held to be unreasonable, arbitrary, or against public policy, such covenant will be considered divisible with respect to scope, time, and geographic area, and such lesser scope, time, or geographic area, or all of them, as a court of competent jurisdiction may determine to be reasonable, not arbitrary, and not against public policy, will be effective, binding, and enforceable against Supplier.

The following companies are customers (or potential customers) of the Marketer and are covered under the terms and conditions herein:

Customer Names and Locations:

1. INTERNATIONAL PAPER, MANSFIELD 2A.
2. DOMTAR, ASHDOWN, AK.
3. AES, SHADY POINT OK
4. PACKAGING CORP OF AMERICA COALCE TN.
5. \_\_\_\_\_

Either party may terminate this Agreement by giving the other party thirty (30) days prior written notice. In witness whereof, these parties have caused this Agreement to be executed as of 6/16, 2021.

M.A. Associates, Inc.

Michael Sorcher  
Michael Sorcher  
President

Upper-SW RSWMD  
Mitch Noble  
Mitch Noble  
Title: Director

**UPPER SW RSWMD**  
**Profit & Loss by Class**  
 January through June 2023

	<u>TIRE PROGRAM</u>	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
400380 · TIRE ACCOUNTABILITY - LEVEL ONE	186,847.44	186,847.44
400700 · TIRE FEE INCOME	6,821.55	6,821.55
400800 · TIRE TRANSPORTATION INCOME	18,775.00	18,775.00
400950 · SHREDDED RUBBER INCOME	40,711.65	40,711.65
<b>Total Income</b>	253,155.64	253,155.64
<b>Expense</b>		
610000 · PAYROLL EXPENSE	125,365.35	125,365.35
611100 · UNEMPLOYMENT PAYROLL TAXES	105.00	105.00
612000 · INSURANCE - HEALTH	18,795.17	18,795.17
612100 · INSURANCE - WORKERS COMP	1,898.58	1,898.58
612200 · INSURANCE - BUILDINGS & EQUIP	6,000.90	6,000.90
620000 · ADMINISTRATIVE TRAVEL	6.00	6.00
620800 · ENVIRONMENTAL ENFORCEMENT	195.00	195.00
621200 · FEES & DUES	4,775.00	4,775.00
621400 · FUEL, OIL & GREASE	23,702.71	23,702.71
622200 · LEGAL	160.00	160.00
622205 · ACCOUNTING	1,741.00	1,741.00
622350 · MAINTENANCE - TIRES	5,391.72	5,391.72
622400 · MAINTENANCE - BUILDINGS	98.70	98.70
622600 · MAINTENANCE - EQUIPMENT	92,470.71	92,470.71
622800 · OFFICE EXPENSE	38.60	38.60
623000 · RETIREMENT	17,720.79	17,720.79
623700 · UNIFORM REIMBURSEMENT	660.00	660.00
623800 · UTILITIES	11,327.81	11,327.81
624000 · CONTRACT TRANSPORTATION	9,775.00	9,775.00
699000 · DEPRECIATION EXPENSE	50,909.32	50,909.32
<b>Total Expense</b>	371,137.36	371,137.36
<b>Net Ordinary Income</b>	-117,981.72	-117,981.72
<b>Net Income</b>	<b>-117,981.72</b>	<b>-117,981.72</b>

## WASTE TIRE TRANSPORTER AGREEMENT

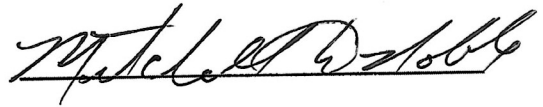
This agreement is between Richardson Waste II, Inc. and Upper SW RSWMD, AR Landfill. Richardson Waste II, Inc. agrees to transport waste tire trailers from Miller County Transfer Station, Texarkana Tire & Wheel and Cooper Service in Texarkana, AR to Upper SW RSWMD Landfill in Nashville, AR at a cost of \$425.00 per trailer load, not to exceed \$34,000 per year. Payment will be made to Richardson Waste II, Inc. by Upper SW RSWMD, AR Landfill. This agreement commences on January 1, 2023 and the pricing shall remain in effect for a period of one year. This agreement may be terminated by either party with a thirty-day written notice.



Rickey Richardson  
Owner-Richardson Waste II, Inc.

1/1/23

Date



Mitch Noble  
Upper SW RSWMD AR Landfill

1/11/23

Date

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (THE "AGREEMENT") IS ENTERED INTO BY AND BETWEEN USED TIRE PROGRAM DISTRICT 3 ("DISTRICT 3") AND USED TIRE DISTRICT 2 ("DISTRICT 2"), FORMED PURSUANT TO ACT 713 OF THE 2023 REGULAR SESSION OF THE ARKANSAS GENERAL ASSEMBLY, THE USED TIRE RECYCLING AND ACCOUNTABILITY ACT ("THE ACT"), AND WILL BECOME BINDING ON ALL PARTIES UPON RATIFICATION BY THE TIRE ACCOUNTABILITY BOARDS OF THE RESPECTIVE DISTRICTS.

DISTRICTS 2 AND 3 MAY BE COLLECTIVELY REFERRED TO HEREIN SEPARATELY AS "PARTY" AND COLLECTIVELY AS "PARTIES".

WHEREAS, The ACT assigned the following counties located in the State of Arkansas to District 3: Polk, Montgomery, Sevier, Howard, Pike, Clark, Little River, Hempstead, Nevada, Miller, Lafayette, Saline, Dallas, Ouachita, Union, Garland, Hot Spring, and Columbia;

WHEREAS, the ACT provides that respective Districts may enter into an interlocal agreement to determine the highest level of efficiency regarding the management, transportation and processing of tires in their respective used tire programs; and

NOW, THEREFORE, based upon good and sufficient consideration, the delivery and sufficiency of which is hereby acknowledged, let it be resolved that the Tire Accountability Board of District 3 and the Tire Accountability Board of District 2 hereby resolved as follows:

1. **Designation of Counties.** The Parties hereto agree that the counties of Saline and Hot Spring shall be managed entirely and totally in all respects by District 2 to ensure the highest level of efficiency for management, collection, transportation, and processing of waste tires generated within these two counties and that these two counties shall be referred to herein as the "Newly Managed Counties".
2. **District Business Plans.** The parties shall cooperate to the extent necessary to allow for the business plans of District 2 to include all the required information, including but not limited to the location of permitted collection centers, and an estimate of the number of waste tires to be managed, collected, transported and processed from the Newly Managed Counties. Likewise, District 3 will not include an estimate of the number of waste tires to be collected by District 2 or any other information that might infringe on the plans of District 2 pertaining to the Newly Managed Counties.
3. **Management Responsibilities of District 2.** The Parties agree that District 2, at its expense, shall perform all necessary actions and activities to ensure the proper collection, transportation, and processing of the waste tires generated withing

the Newly Managed Counties. Furthermore, District two shall ensure the compliance of all Laws and Rules of the State of Arkansas that pertain to the management, collection, and processing of waste tires as they pertain to waste tires generated in the Newly Managed Counties. District 2 will indemnify and hold harmless District 3 in all matters that may arise pertaining to the Newly Managed Counties.

4. **Responsibilities of District 3.** So long as this agreement remains in place, the Parties agree that District 3 shall assign all rights and responsibilities for the management, collection, transportation, and processing of waste tires generated within the Newly Managed Counties. Furthermore, District will take no action that impedes the ability of District 2 to manage the waste tires in compliance with their business plan and the Laws and Rules of the State of Arkansas as they pertain to the management of waste tires in the Newly Managed Counties.
5. **Ratification.** This agreement shall become effective upon its ratification by Tire Accountability Board for both District 2 and District 3.
6. **Duration.** This agreement shall be perpetual, unless and until either Party hereto provides the other Party with written notice at least 180 days in advance of termination.
7. **Legislative Action.** The Parties are public agencies whose authority is subject to the actions of the Arkansas General Assembly. This Agreement is subject to termination, suspension, or cancellation, without penalty to the parties, in whole or in part, subject to the acts of the Arkansas General Assembly.
8. **Relationship of the Parties.** Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents.
9. **Severability.** If any provision or portion of the Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered by facsimile transmission, or electronic signature shall be deemed as effective as an original executed signature page.
11. **Authorized Signatories.** It is agreed and warranted by the Parties that the individuals signing this agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.
12. **Entire Agreement: Modification.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addendum of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties.

**PARTIES:**

USED TIRE PROGRAM DISTRICT 3

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

USED TIRE PROGRAM DISTRICT 2

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (THE "AGREEMENT") IS ENTERED INTO BY AND BETWEEN USED TIRE PROGRAM DISTRICT 3 ("DISTRICT 3") AND USED TIRE DISTRICT 4 ("DISTRICT 4"), FORMED PURSUANT TO ACT 713 OF THE 2023 REGULAR SESSION OF THE ARKANSAS GENERAL ASSEMBLY, THE USED TIRE RECYCLING AND ACCOUNTABILITY ACT ("THE ACT"), AND WILL BECOME BINDING ON ALL PARTIES UPON RATIFICATION BY THE TIRE ACCOUNTABILITY BOARDS OF THE RESPECTIVE DISTRICTS.

DISTRICTS 4 AND 3 MAY BE COLLECTIVELY REFERRED TO HEREIN SEPARATELY AS "PARTY" AND COLLECTIVELY AS "PARTIES".

WHEREAS, The ACT assigned the following counties located in the State of Arkansas to District 3: Polk, Montgomery, Sevier, Howard, Pike, Clark, Little River, Hempstead, Nevada, Miller, Lafayette, Saline, Dallas, Ouachita, Union, Garland, Hot Spring, and Columbia;

WHEREAS, the ACT provides that respective Districts may enter an interlocal agreement to determine the highest level of efficiency regarding the management, transportation and processing of tires in their respective used tire programs; and

NOW, THEREFORE, based upon good and sufficient consideration, the delivery and sufficiency of which is hereby acknowledged, let it be resolved that the Tire Accountability Board of District 3 and the Tire Accountability Board of District 4 hereby resolved as follows:

1. **Designation of Counties.** The Parties hereto agree that the counties of Dallas and Union shall be managed entirely and totally in all respects by District 4 to ensure the highest level of efficiency for management, collection, transportation, and processing of waste tires generated within these two counties and that these two counties shall be referred to herein as the "Newly Managed Counties".
2. **District Business Plans.** The parties shall cooperate to the extent necessary to allow for the business plans of District 4 to include all the required information, including but not limited to the location of permitted collection centers, and an estimate of the number of waste tires to be managed, collected, transported and processed from the Newly Managed Counties. Likewise, District 3 will not include an estimate of the number of waste tires to be collected by District 4 or any other information that might infringe on the plans of District 4 pertaining to the Newly Managed Counties.
3. **Management Responsibilities of District 4.** The Parties agree that District 4, at its expense, shall perform all necessary actions and activities to ensure the proper collection, transportation, and processing of the waste tires generated withing

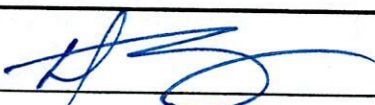
the Newly Managed Counties. Furthermore, District 4 shall ensure the compliance of all Laws and Rules of the State of Arkansas that pertain to the management, collection, and processing of waste tires as they pertain to waste tires generated in the Newly Managed Counties. District 4 will indemnify and hold harmless District 3 in all matters that may arise pertaining to the Newly Managed Counties.

4. **Responsibilities of District 3.** So long as this agreement remains in place, the Parties agree that District 3 shall assign all rights and responsibilities for the management, collection, transportation, and processing of waste tires generated within the Newly Managed Counties. Furthermore, District will take no action that impedes the ability of District 4 to manage the waste tires in compliance with their business plan and the Laws and Rules of the State of Arkansas as they pertain to the management of waste tires in the Newly Managed Counties.
5. **Ratification.** This agreement shall become effective upon its ratification by Tire Accountability Board for both District 4 and District 3.
6. **Duration.** This agreement shall be perpetual, unless and until either Party hereto provides the other Party with written notice at least 180 days in advance of termination.
7. **Legislative Action.** The Parties are public agencies whose authority is subject to the actions of the Arkansas General Assembly. This Agreement is subject to termination, suspension, or cancellation, without penalty to the parties, in whole or in part, subject to the acts of the Arkansas General Assembly.
8. **Relationship of the Parties.** Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents.
9. **Severability.** If any provision or portion of the Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered by facsimile transmission, or electronic signature shall be deemed as effective as an original executed signature page.
11. **Authorized Signatories.** It is agreed and warranted by the Parties that the individuals signing this agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.
12. **Entire Agreement: Modification.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addendum of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties.

**PARTIES:**

USED TIRE PROGRAM DISTRICT 3

By: 

Its: Board Chairman

Date: 07/11/23

USED TIRE PROGRAM DISTRICT 4

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

# Business Plan (TAP-12)

version 1.7

(Submission #: HPV-XH7M-01DRH, version 3)

## Details

**Submitted** 10/13/2023 (91 days ago) by doug ford

**Alt ID** UTP-4-Southeast Arkansas Tire Program

**Submission ID** HPV-XH7M-01DRH

**Status** Submitted

## Form Input

### Used Tire Program Overview

**Reporting Year**  
2023

**Used Tire Program Identification Number**  
UTP-4

**Used Tire Program (UTP) Name**  
Southeast Arkansas Tire Program

#### Used Tire Program Processing Facility Address

**Address**  
6700 Gravel Pit Road  
Pine Bluff, AR 71601

#### List of Permits Issued to UTP

Permit Type	Permit Number	Permit Expiration Date	Permittee
TPF - Tire Processing Facility	0013	03/8/2026	Jefferson County Tire Processing Facility

**Square Mileage Served by the Used Tire Program (UTP)**  
10,773

**Population based on most Recent Federal Census**  
257,545

#### Used Tire Program Board Members

Title	First and Last Name	Phone Number	Email	Mailing Address
Director	Eddie Best (Chairman)	870-946-4321	ebest@arkansascountyar.org	101 Court Square, DeWitt, AR 72042
Mayor	Eddy Bush	870-265-2818	lvmayor@lakevillagear.gov	PO Box 725, Lake Village, AR 71653
Mayor	Carl Griswold	870-382-5043	mittchellvillecity@gmail.com	216 Emily Bowens Drive, Dumas, AR 71639
Mayor	David Hardke	870-255-4521	hazenmayor@cityofhazen.org	PO Box 564, Hazen, AR 72064

Title	First and Last Name	Phone Number	Email	Mailing Address
Mayor	Larry Bryant	870-633-1315	cityhall@cityofforrestcityar.com	225 N Washington, Forrest City, AR 72335
Judge	NA	NA	NA	NA
Judge	Doug Erwin	501-676-6403	deborah.oglesby@lonokecircuitclerk.com	301 N Center, Ste. 201, Lonoke, AR 72086
Judge	Jim Hudson	870-853-2000	ashleycountyjudge@att.net	205 E Jefferson Street #14, Hamburg, AR 71646
Judge	Randy Pruitt	870-942-2551	judge@grantcountyar.com	101 W Center, Room 101, Sheridan, AR 72150
Judge	Tom Mosley	870-265-8015	tom.mosley@chicotcountyar.gov	108 Main Street, Lake Village, AR 71653
Judge	Terry Sandefer	870-295-7700	leecountyjudgets@yahoo.com	15 E Chestnut Street, Marianna, AR 72360
Judge	Gerald Robinson	870-541-5360	grobinson@jeffersoncountyar.gov	101 W Barraque, Suite 107, Pine Bluff, AR 71601

#### Attach Inter-District Agreement

[Inter-District Agreement.pdf - 07/06/2023 10:03 AM](#)

[By Laws District 4.pdf - 09/12/2023 01:00 PM](#)

[Interlocal Agreement 2 & 4.pdf - 09/12/2023 01:00 PM](#)

[Interlocal Agreement 3 & 4.pdf - 09/12/2023 01:00 PM](#)

[Resolution 2023-1.pdf - 09/12/2023 01:00 PM](#)

[Resolution 2023-2.pdf - 09/12/2023 01:00 PM](#)

[Resolution Dist 4 June 6, 2023.pdf - 09/12/2023 01:00 PM](#)

#### Comment

Not applicable

#### Do you have an approved Solid Waste Management Plan filed with DEQ

Yes

### Current Calendar Year Operations

#### Used Tire Program Equipment List

Year	Equipment	Manufacturer	Make	Model	Serial Number	Cost/Value	Amount Owed	Percentage DEQ PAID
1993	Articulating loaders (2)	Fiatal+C45:C64lis	0	0	0	0	0	0
2007	50 D. Mini excavator (1)	John Deere	0	0	0	0	0	0
2998	3900Q Excavator	Link-belt	0	0	0	0	0	0
2014	Mini excavator Kx37 (1)	Kubota	0	0	0	0	0	0
2015	Track loader SVL-90 (1)	Kubota	0	0	0	0	0	0
2004	Mini track loader (1)	Boxer	0	0	0	0	0	0
2006	Dumptruck (1)	Mack	0	0	0	0	0	0
1999	Forklift (1)	Yale	0	0	0	0	0	0
1995	72x52 SHD TRS	American Pulverizer	0	0	0	0	0	0
2004	72x52 EG DE TRS	American Pulverizer	0	0	0	0	0	0
2006	72x52 EG DE TRS	American Pulverizer	0	0	0	0	0	0
1998	Conveyors (10)	American Pulverizer	0	0	0	0	0	0

Year	Equipment	Manufacturer	Make	Model	Serial Number	Cost/Value	Amount Owed	Percentage DEQ PAID
2004	Kinergy Corp Shaker Table (1)	American Pulverizer	0	0	0	0	0	0
2004	Horizontal Magnet Roller	American Pulverizer	0	0	0	0	0	0
2004	Head Roller Magnet (1)	American Pulverizer	0	0	0	0	0	0
						Sum: 0	Sum: 0	

#### Contract Obligations

Contract Name	Length of Contract (Years)	Dollar Amount of Contract
Jefferson County	20	75.00
Get Rid of It - Transport	1	75.00

#### Attach Actual Contracts

[ACTUAL CONTRACTS.pdf - 07/06/2023 10:04 AM](#)

[Agreement between SEASWMD and Jeff Co..pdf - 09/12/2023 01:43 PM](#)

[Agreement between Get Rid of It and SEASWMD.pdf - 09/12/2023 01:43 PM](#)

[Contract Ext between Get Rid of It and SEASWMD.pdf - 09/12/2023 01:43 PM](#)

#### Comment

NONE PROVIDED

#### Disposition of Tires and Tire Residuals Collected and Processed

Type of Disposition	Shipped To Facility Name	City and State	Amount in Tons	Percentage
TDF End User: Pulp & Paper	Evergreen Paper	Pine Bluff, AR	1,442	29.99
Solid Waste Disposal Facility	Cannon Class 4 Landfill	Pine Bluff, AR	240	4.99
Road Project	Jefferson County & Other Counties	Jefferson County, AR	1,923	40.00
Other: NA	Landfill Daily Cover	Jefferson County, AR	1,203	25.02
			Sum: 4,808	Sum: 100.00

#### Administration Time Detail (Current Calendar Year)

Category	Coordinator	Administrator 1	Administrator 2
% of Time	0.00	0.00	0.00

#### Administration Cost Detail (UTP Salaries and Benefits)

Category	Coordinator	Administrator 1	Administrator 2	Current Total for Calendar Year	Projected Total for Calendar Year
Salary	0	21,000.00	0	NaN	21,000.00
Total Salary	0	0	0	0	21,000.00
Taxes	0	1,606.50	0	NaN	1,606.50
Retirement	0	0	0	0	0.00
Insurance	0	0	0	0	0.00
Personal Services Matching Total	0	1,606.50	0	NaN	1,606.50
Grand Total	0	22,606.50	0	NaN	0
Expenses Total	0	0	0	0	0
Salary and Expense Total	0	22,606.500	0	NaN	22,606.50
				Sum: NaN	Sum: 67,820

**Attach Profit and Loss Statement**

PROFIT AND LOSS STATEMENT.pdf - 07/06/2023 10:04 AM

**Comment**

NONE PROVIDED

**Access-Controlled Collection Centers**

Collection Center	Address	Hours	Cost
Arkansas County Co-op	1010 E 22nd St, Stuttgart, AR 72160	8	0
Blue Seal Petroleum	1715 Whitehead Dr. S, DeWitt, AR 72042	8	0
Blue Seal Petroleum	1902 Park Ave, Stuttgart, AR 72160	8	0
City of Stuttgart - Transfer Station	1700 2nd St. E., Stuttgart, AR 72160	8	0
DeWitt Tire and Truck Center	1941 S Whitehead Dr., DeWitt, AR 72042	8	0
Petrus Chevrolet	1901 S Main St., Stuttgart, AR 72160	8	0
Petrus Ford	2350 hwy. 63 N, Stuttgart, AR 72160	8	0
Stuttgart Landfill	1103 Airbase, Stuttgart, AR 72160	0	0
White Auto Repair	627 Hwy. 153, Almyra, AR 72003	8	0
Grumpy's Garage	413 S Jefferson, DeWitt, AR 72042	8	0
Ashley County landfill	309 Ashley 438, Hamburg, AR 71646	8	0
Ashley County Yard	W Foote St., Hamburg, AR 71646	8	0
Bill's Garage	257 US 165, Portland, AR 71663	8	0
Crossett Tire	701 West 1st Ave., Crossett, AR 71635	8	0
Hometown Tire Center	411 Fairview Rd., Crossett, AR 71635	8	0
Johnny's Muffler Shop	302 Martin Luther King/300 West Long, Hamburg, AR 71646	8	0
Bradley County Compactor Station--Waste Tire Collection Ctr	1424 Bradley Rd 25 North, Warren, AR 71671	8	0
Bradley County	610 Hwy 278 W, Warren, AR 71671	8	0
Dee's Station	217 S Main Street, Hermitage, AR 71647	8	0
J & H Tire	309 Smith Rd., Warren, AR 71671	8	0
Johnson's Quick Lube	107 W Central St., Warren, AR 71671	8	0
Johnny's Radiator Shop	1206 E Church St., Warren, AR 71671	8	0
Calhoun Co. Landfill	Hwy. 274 W, Hampton, AR 71744	8	0
Albright Tire & Service Center	2925 Hwy. 65 South, Eudora, AR 71640	8	0
Chicot County Landfill	Off Hwy. 65-Lewis Rd., County Rte. 359, Lake Village, AR 71653	8	0
Epsteins Cotton Gin	537 Reynolds St., Lake Village, AR 71653	8	0
Fowler Tire	215 N Connard St., Dermott, AR 71638	8	0
Lake Village Seed & Tire Co.	500 lakeside, Lake Village, AR 71653	8	0
Selmen Tire	451 S Main, Eudora, AR 71640	8	0
Cleveland County Transfer Station	6910 Hwy. 79 North, Rison, AR 71665	8	0
KP Carriers	290 Maple St., Kingsland, AR 71652	8	0
Cleveland Count Oil/Bumper to Bumper	Hwy. 79 & 35 Intersection, Rison, AR 71665	8	0
JMR Tire	1322 Moro St., Fordyce, AR 71742	8	0
Barney's Tire Center	1400 Hwy. 65 N, McGehee, AR 71654	8	0
Desha County Landfill	1 Landfill Ln., Hwy. 65 S, Winchester, AR 71677	8	0
Jerry's Tire Service	1087 Hwy. 165 E, Dumas, AR 71639	8	0
Charles Palmer Tire	131 W Railroad St., Monticello, AR 71655	8	0
Monticello Exxon	572 W Gaines, Monticello, AR 71655	8	0

Collection Center	Address	Hours	Cost
Monticello Transfer Station/City of Monticello	1466 Old Warren Rd., Monticello, AR 71655	8	0
Town & Country SVC	1361 Hwy. 425 South, Monticello, AR 71655	8	0
B&B Tire Center	1122 Rock St South, Sheridan, AR 72150	8	0
Grant County Transfer Station	1706 S Rose St., Sheridan, AR 72150	8	0
Crouse Logging	8705 Hwy. 167 South, Sheridan, AR 72150	8	0
Country Villag Auto Service/Moores Tire	320 Knight Haven, Star City, AR 71667	8	0
Floyds Chip Mill	501 W Dallas St., Star City, AR 71667	8	0
Star City Express Lube and Tire	201 S Lincoln Ave., Star City, AR 71667	8	0
Lincoln County Transfer Station	30298 Hwy. 11 South, Star City, AR 71667	8	0
Affordable Auto and Tire Repair	406 N Lincoln, Star City, AR 71667	8	0
Goodnight Farms of Star City, AR, LLC	824 State Hwy 212 W, Star City, AR 71667	8	0
American Tire & Core Exchange	511 S Spruce, Pine Bluff, AR 71601	8	0
B&D Tire	4809 Dollarway Rd., Pine Bluff, AR 71601	8	0
Good Year - Wingfoot	501 Portea Circle, Pine Bluff, AR 71601	8	0
MD Tire Corp	4110 hwy. 65 S, Pine Bluff, AR 71601	8	0
Roberts Brothers Tire Service	1415 E Harding Ave., Pine Bluff, AR 71601	8	0
Wholesale Tire	5109 Dollarway Rd., Pine Bluff, AR 71601	8	0
B&W Enterprises LLC	529 Grider Field Ladd Rd., Pine Bluff, AR 71601	8	0
Evergreen Packaging	5201 Fairfield Rd., Pine Bluff, AR 71601	8	0
Look De Look/GB Discount Tire	400 Barraque, Pine Bluff, AR 71601	8	0
City of Altheimer	209 W 2nd St., Altheimer, AR 72004	8	0
GFL Landfill	3083 Smackover Hwy, El Dorado, AR 71730	8	0
Taylor Tire	4480 Smackover Hwy, El Dorado, AR 71730	8	0
Bartlet Tire and Lube	614 US 49, Marvell, AR	8	0
Barnes Tire & AG	761 US 49 B, West Helena, AR	8	0
Elaine Tire Shop	103 Nelson Ave., Elaine, AR	8	0

**What is the Quantity of Tires Currently on Any Property Owned, Lease, or Otherwise Controlled by this UTP?**

500

#### Outstanding Debts

Creditor	Monthly Payment Amount	Total Amount Owed	Maturity Date
0	0	0	12/31/2023

### Proposed Next Year Operations

#### Used Tire Program Equipment List

Year	Equipment	Manufacturer	Make	Model	Serial Number	Cost/Value	Amount Owed	Percentage DEQ PAID
1993	loaders (2)	Fiatal+C45:C64lis	0	0	0	0	0	0
2007	excavator (1)	John Deere	0	0	0	0	0	0
1998	excavator	Link-belt	0	0	0	0	0	0
2014	excavator	Kubota	0	0	0	0	0	0
2015	SVL-90 (1)	Kubota	0	0	0	0	0	0
2004	oader (1)	Boxer	0	0	0	0	0	0
2006	Dumptruck	Mack	0	0	0	0	0	0

Year	Equipment	Manufacturer	Make	Model	Serial Number	Cost/Value	Amount Owed	Percentage DEQ PAID
1999	Forklift (1)	Yale	0	0	0	0	0	0
1995	TRS	Pulverizer	0	0	0	0	0	0
2004	TRS	Pulverizer	0	0	0	0	0	0
2006	TRS	Pulverizer	0	0	0	0	0	0
2006	(10)	Pulverizer	0	0	0	0	0	0
2004	Shaker Table	Pulverizer	0	0	0	0	0	0
2004	Magnet Roller	Pulverizer	0	0	0	0	0	0
2004	Magnet (1)	Pulverizer	0	0	0	0	0	0
						Sum: 0	Sum: 0	

#### Contract Obligations

Contract Name	Length of Contract (Years)	Dollar Amount of Contract
Jefferson County	20	75
Get Rid of It	1	75

#### Disposition of Tires and Tire Residuals Collected and Processed

Type of Disposition	Facility Name	City and State	Amount in Tons	Percentage
TDF End User: Pulp & Paper	Evergreen Paper	Pine Bluff, AR	1,442	29.99
Solid Waste Disposal Facility	Cannon Class 4 Landfill	Pine Bluff, AR	240	4.99
Road Project	Jefferson County & Other Counties	Jefferson County, AR	1,923	40.00
Solid Waste Disposal Facility	Landfill Daily Cover	Jefferson County, AR	1,203	25.02
			Sum: 4,808	Sum: 100.00

#### Administration Time Detail (Next Calendar Year)

Category	Coordinator	Administrator 1	Administrator 2
% of Time	0.00	0.00	0.00

#### Administration Cost Detail (UTP Salaries and Benefits)

Category	Coordinator	Administrator 1	Administrator 2	Current Total for Calendar Year	Projected Total for Calendar Year
Salary	0	21,000.00	0	NaN	21,630
Total Salary	0	0	0	0	21,630
Taxes	0	1,606.00	0	NaN	1,654.70
Retirement	0	0	0	0	0
Insurance	0	0	0	0	0
Personal Services Matching Total	0	0	0	0	1,654.70
Grand Total	0	0	0	0	0
Expenses Total	0	0	0	0	0
Salary and Expense Total	0	0	0	0	23,284.70
				Sum: 0	Sum: 69,854

#### Access-Controlled Collection Centers

Collection Center	Address	Hours	Cost
arkansas County Co-Op	1010 E 22nd St., Stuttgart, AR 72160	8	0
Blue Seal Petroleum	1715 Whitehead Dr. S, DeWitt, AR 72042	8	0
Blue Seal Petroleum	1902 Park Ave., Stuttgart, AR 72160	8	0
City of Stuttgart - Transfer Station	1700 2nd St. E, Stuttgart, AR 72160	8	0
DeWitt Tire and Truck Center	1941 S Whitehead Dr., DeWitt, AR 72042	8	0
Petrus Chevrolet	1901 S Main St., Stuttgart, AR 72160	8	0
Petrus Ford	2350 hwy. 63 N, Stuttgart, AR 72160	8	0
Stuttgart Landfill	1103 Airbase, Stuttgart, AR 72160	8	0
Whites Auto Repair	627 Hwy. 153, Almyra, AR 72003	8	0
Grumpy's Garage	413 S Jefferson, Dewitt, AR 72042	8	0
Ashley County Landfill	309 Ashley 438, Hamburg, AR 71646	8	0
Ashley County Yard	W Foote St, Hamburg, AR 71646	8	0
Bill's Garage	257 US 165, Portland, AR 71663	8	0
Crossett Tire	701 West 1st Ave., Crossett, AR 71635	8	0
Hometown Tire Center	411 Fairview Rd., Crossett, AR 71635	8	0
Johnny's Muffler Shop	302 Martin Luther King/300 West Long, Hamburg, AR 71646	8	0
Bradley County Compactor Station-Waste Tire Collection Ctr	1424 Bradley Rd 25 North, Warren, AR 71671	8	0
Bradley County	610 Hwy 278 W, Warren, AR 71671	8	0
Dee's Station	217 S Main Street, Hermitage, AR 71647	8	0
J & H Tire	309 Smith Rd., Warren, AR 71671	8	0
Johnson's Quick Lube	107 W Central St., Warren, AR 71671	8	0
Johnny's Radiator Shop	1206 E Church St., Warren, AR 71671	8	0
Calhoun Co. Landfill	Hwy. 274 W., Hampton, AR 71744	8	0
Albright Tire & Service Center	2925 Hwy. 65 South, Eudora, AR 71640	8	0
Chicot County Landfill	Off Hwy 65-Lewis Rd., County Rte. 359, Lake Village, AR 71653	8	0
Epsteins Cotton Gin	537 Reynolds St., Lake Village, AR 71653	8	0
Fowler Tire	215 N Connard St., Dermott, AR 71638	8	0
Lake Village Seed & Tire Co.	500 Lakeside, Lake Village, AR 71653	8	0
Selmen Tire	451 S Main, Eudora, Air 71640	8	0
Cleveland County Transfer Station	6910 Highway 70 North, Rison, AR 71665	8	0
KP Carriers	290 Maple St., Kingsland, AR 71652	8	0
Cleveland Count Oil/Bumper to Bumper	Hwy. 79 & 35 Intersection, Rison, AR 71665	8	0
JMR Tire	1322 Moro St., Fordyce, AR 71742	8	0
Barney's Tire Center	1400 Hwy 65 N, McGehee, AR 71654	8	0
Desha County Landfill	1 Landfill Ln., Hwy 65 S, Winchester, AR 71677	8	0
Jerry's Tire Service	1087 Hwy. 165 E., Dumas, AR 71639	8	0
Charles Palmer Tire	131 W Railroad St., Monticello, AR 71655	8	0
Monticello Exxon	572 W Gaines, Monticello, AR 71655	8	0
Monticello Transfer Station/City of Monticello	1466 Old Warren Rd., Monticello, AR 71655	8	0
Town & Country SVC	1361 Hwy. 425 S., Monticello, AR 71655	8	0
B&B Tire Center	1122 Rock St. S., Sheridan, AR 72150	8	0
Grant County Transfer Station	1706 S Rose St., Sheridan, AR 72150	8	0
Crouse Logging	8705 Hwy. 167 S., Sheridan, AR 72150	8	0

Collection Center	Address	Hours	Cost
Country Village Auto Service/Moores Tire	325 Knight Haven, Star City, AR 71667	8	0
Floyds Chip Mill	501 W Dallas St., Star City, AR 71667	8	0
Star City Express Lube and Tire	201 S Lincoln Ave., Star City, AR 71667	8	0
Lincoln County Transfer Station	30298 Hwy. 11 South, Star City, AR 71667	8	0
Affordable Auto and Tire Repair	406 N Lincoln, Star City, AR 71667	8	0
Goodnight Farms of Star City, AR, LLC	824 State Hwy. 212 W, Star City, AR 71667	8	0
American Tire & Core Exchange	511 S Spruce, Pine Bluff, AR 71601	8	0
B&D Tire	4809 Dollarway Rd., Pine Bluff, AR 71601	8	0
Good Year - Wingfoot	501 Portea Circle, Pine Bluff, AR 71601	8	0
Mid Tire Corp	4110 Hwy 65 S, Pine Bluff, AR 71601	8	0
Roberts Brothers Tire Service	1415 E Harding Ave., Pine Bluff, AR 71601	8	0
Wholesale Tire	5109 Dollarway Road, Pine Bluff, AR 71601	8	0
B&W Enterprises LLC	529 Grider Field Ladd Rd., Pine Bluff, AR 71601	8	0
Evergreen Packaging	5201 Fairfield Rd., Pine Bluff, AR 71601	8	0
Look De Look/GB Discount Tire	400 Barraque, Pine Bluff, AR 71601	8	0
City of Altheimer	209 W 2nd St., Altheimer, AR 72004	8	0
GFL Landfill	3083 Smackover Hwy., El Dorado, AR 71730	8	0
Taylor Tire	4480 Smackover Hwy., El Dorado, AR 71730	8	0
Bartlett Tire and Lube	614 US 49, Marvell, AR	8	0
Barnes Tire & AG	761 US 49 B, West Helena, AR	8	0
Elaine Tire Shop	103 Nelson Ave., Elaine, AR	8	0

#### Outstanding Debts

Creditor	Monthly Payment Amount	Total Amount Owed	Maturity Date
None	0	0	12/31/2023

#### Attach Capital Improvement and Maintenance Plan with Estimated Expenditures and Cost for the Next Calendar Year

[2023-2024 Capital Improvement-Maintenance Cost.pdf - 07/06/2023 08:28 AM](#)

##### Comment

NONE PROVIDED

#### What are the District's Tire Management and Processing Goals for the Next Three (3) Calendar Years?

Waste District #4 plans to collect and process waste tires from fourteen (14) counties now in the District. The District will continue to minimize the use of landfill space to dispose of waste tires.

#### Discuss the District's Initiatives to Increase Efficiency and Productivity for the Next Three (3) Calendar Years

As presented in the attached 2023-2024 Capital Improvement-Maintenance Cost document, the District proposes some capital expenditures on equipment and continued maintenance to maintain productivity.

#### Analyze the District's Efforts to Promote Recycling and Sustainability for the Next Three (3) Calendar Years

Waste District #4 intends to continue to make collection of tires as easy as possible for our residents to minimize illegal dumping of tires. We intend to possibly double or triple the amount of high quality TDF we make, a product that can be sold to a consumer within Jefferson County. We would like to find other beneficial uses for one-pass shreds and secondary chips (2-inch chips not suitable for TDF). We are currently working with our mayors and judges to come up with beneficial civil engineering projects to utilize these tire recycling products in our own districts. It is also important for the DEQ to lead a statewide marketing initiative for recycling tire products and by-products. In the course of making TDF, we do end up with residual material, a mix of rubber and metal wire for which we have no alternative but landfill. Our goal is to send nothing to landfill. Accomplishing this would require equipment to separate the rubber and metal, and thereby make both marketable.

## Fiscal Evaluation

### Used Tire Program Expenses

Category	Explain	Previous Calendar Year (Actual Cost)	Current Calendar Year (Projected Cost)	Next Calendar Year (Projected Cost)
Wages		0	0	0
Personal Services Matching		0	0	0
Mileage		0	0	0
Insurance		0	0	0
Rent (UTP Space)		0	0	0
Utilities (Electricity Gas, Water, Telephone)		0	0	0
Office Expenses	Admin	0	22,605.50	23,284.70
Processing and Disposal Fees		0	0	0
Advertising		0	0	0
Contractual Services		475,243.00	710,966.03	710,966.03
Miscellaneous		0	0	0
Equipment Purchases		0	0	0
Vehicle Purchases		0	0	0
Maintenance and Repair		0	0	0
		Sum: 475,243	Sum: 733,572	Sum: 734,251

#### Reimbursements from DEQ

Previous Calendar Year (Actual Reimbursements)	Current Calendar Year (Project Reimbursements)	Next Calendar Year (Projected Reimbursements)
2.40	2.90	2.90

#### Used Tire Program Local Revenue

Category	Explain	Previous Calendar Year (Actual Revenue)	Current Calendar Year (Projected Revenue)	Next Calendar Year (Projected Revenue)
DEQ Tire Monies		0	0	0
Other Tire Monies		0	0	0
District Fees on Fee-Paid Tires		0	0	0
TDF Sales		0	0	0
Mulch Sales		0	0	0
Other Sales from Used Tires		0	0	0
Rental Tire Trailers		0	0	0
Other		0	0	0
		Sum: 0	Sum: 0	Sum: 0

#### Tire Management

Tire Type	Previous Calendar Year (Actual Count)	Current Calendar Year (Projected Count)	Next Calendar Year (Projected Count)
Small Tire	174,735	224,422	224,422
Large Tire	21,428	26,974	26,974
Extra Large Tire	1,855	1,934	1,934
	Sum: 198,018	Sum: 253,330	Sum: 253,330

#### Management Cost Per Tire (UTP Expenses Per Number of Tires Managed)

Category	Previous Calendar Year Actual	Current Calendar Year Projected	Next Calendar Year Projected
Total	2.40	2.90	2.90

Management Cost minus Program Local Revenue Per Tire (UTP Expenses Per Number of Tires Managed)

Category	Previous Calendar Year Actual	Current Calendar Year Projected	Next Calendar Year Project
Total	2.40	2.90	2.90

Attachments

Date	Attachment Name	Context	User
10/13/2023 9:54 AM	CertificationForm.pdf	Unknown	doug ford
9/12/2023 1:43 PM	Contract Ext between Get Rid of It and SEASWMD.pdf	Attachment	doug ford
9/12/2023 1:43 PM	Agreement between Get Rid of It and SEASWMD.pdf	Attachment	doug ford
9/12/2023 1:43 PM	Agreement between SEASWMD and Jeff Co..pdf	Attachment	doug ford
9/12/2023 1:00 PM	Resolution Dist 4 June 6,2023.pdf	Attachment	doug ford
9/12/2023 1:00 PM	Resolution 2023-2.pdf	Attachment	doug ford
9/12/2023 1:00 PM	Resolution 2023-1.pdf	Attachment	doug ford
9/12/2023 1:00 PM	Interlocal Agreement 3 &4.pdf	Attachment	doug ford
9/12/2023 1:00 PM	Interlocal Agreement 2 & 4.pdf	Attachment	doug ford
9/12/2023 1:00 PM	By Laws District 4.pdf	Attachment	doug ford
7/6/2023 10:04 AM	PROFIT AND LOSS STATEMENT.pdf	Attachment	doug ford
7/6/2023 10:04 AM	ACTUAL CONTRACTS.pdf	Attachment	doug ford
7/6/2023 10:03 AM	Inter-District Agreement.pdf	Attachment	doug ford
7/6/2023 8:28 AM	2023-2024 Capital Improvement-Maintenance Cost.pdf	Attachment	doug ford

Internal Data

Label	Value
Previous Year Cost	2.40
Current Year Cost	2.90
Next Year Cost	2.90



## ENVIRONMENTAL QUALITY

### Certification of ePortal Submission

This form is to be used to certify electronic ePortal submissions. Please check with the appropriate section for who has the authority to sign this form. A hardcopy of this form with original signature must be sent to DEQ, 5301 Northshore Drive, North Little Rock, AR 72118. Please do **not** send a hardcopy of the ePortal submission with this form. **All fields are required.**

<b>1. Section to which the ePortal Submission was Submitted:</b>	Tire Accountability Program		
<b>2. Form Name:</b>	Business Plan (TAP-12)		
<b>3. Arkansas DEQ Facility Identification Number (AFIN), if available:</b>	UTP-4-Southeast Arkansas Tire Program		
<b>4. Facility Name:</b>	Southeast Arkansas Tire Program		
<b>5. Facility Physical Address:</b>	6700 Gravel Pit Road Pine Bluff, AR 71601		

I certify under penalty of law that the ePortal submission with Submission ID# HPV-XH7M-01DRH and revision # 3 which was submitted electronically on 10/13/2023 9:53:21 AM and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Eddie Best (Chairman)

Director

typed/printed name of signatory authority

title

signature of signatory authority

date

## **CONTRACT EXTENSION AGREEMENT**

This Contract Extension Agreement (this "Extension"), effective May 1, 2023, by and between Get Rid of It Waste Corporation, an Arkansas corporation, with offices located at 313 Ready Rd., El Dorado, Arkansas ("Carrier"), and the Southeast Arkansas Regional Solid Waste Management Board a/k/a SEARSWMB, with offices located at 721 S. Walnut, Pine Bluff, Arkansas ("Company").

WHEREAS, the Waste Tire Transportation Agreement entered into between Carrier and Company, effective from November 1, 2018 through April 30, 2023 (the "Original Contract"), the term of which expires April 30, 2023; and

WHEREAS, Company desires for Carrier to continue providing services and Carrier desires to continue providing services for Company, as contemplated under the Original Contract, and as amended herein, through April 30, 2024; and

WHEREAS, the Original Contract contemplates extending the term of the Original Contract by mutual written consent of the parties;

NOW THEREFORE, in consideration of the promises contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. The Original Contract is hereby extended from May 1, 2023, through April 30, 2024, and the Original Contract shall continue in full force and effect as though the expiration date of the Original Contract was April 30, 2024.
2. By executing this Extension, Company acknowledges and agrees to continue to be bound by the terms and provisions of the Original Contract, and the amendments thereto as stated herein, through April 30, 2024.
3. By executing this Extension, Carrier acknowledges and agrees to continue to be bound by the terms and provisions of the Original Contract, and the amendments thereto as stated herein, through April 30, 2024.
4. The parties each acknowledge this Extension of the Original Contract shall terminate on April 30, 2024.
5. Carrier and Company each acknowledge that additional Origin Locations have been added during the course of the Original Contract, as contemplated therein. Carrier

agrees to continue servicing these additional Origin Locations at the rates it has been charging since the addition of the same. Company agrees to continue paying Carrier the rates that it has been charging since the addition of the additional Origin Locations.

6. Company agrees to continue to pay to Carrier One Hundred Dollars and NO/100 (\$100.00) per month for each 40 yard open top container located at public tire collection centers.
7. Carrier agrees that, except as stated above, it will continue to charge the tonnage rates, without any annual increases, as stated in the Original Contract, and acknowledges that any increases in tonnage rates must be approved by the Arkansas Department of Environmental Quality, Office of Land Resources, Tire Accountability Program. As such, Carrier also agrees that no increases in tonnage rates will be charged, retroactively or prospectively, without prior approval of the Arkansas Department of Environmental Quality, Office of Land Resources, Tire Accountability Program.
8. Carrier acknowledges that the future of the Waste Tire Grants Funding through Arkansas Department of Environmental Quality, Office of Land Resources, Tire Accountability Program remains uncertain and that this Extension may be terminated in the event the funding program becomes unavailable, as contemplated in the Original Contract.
9. Nothing in this Extension shall be construed in a manner to restrict Carrier's charging and collection of rental charges, at the current rate, from company's operating as a private tire generator location for each container provided by Carrier for the collection of tires by a company requesting such container at a private tire generator location.
10. Except as otherwise stated herein, this Extension in no way alters, amends, or modifies the terms and provisions of the Original Contract, other than to extend the termination date of the Original Contract to April 30, 2024.

IN WITNESS WHEREOF, the parties have caused this Extension to be executed by their duly authorized representatives as of the date first written above.

COMPANY

SOUTHEAST ARKANSAS  
REGIONAL SOLID WASTE  
MANAGEMENT BOARD

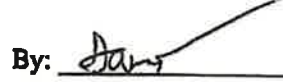
By: 

Title: Deputy Director

Date: 4-29-23

CARRIER

GET RID OF IT WASTE  
CORPORATION

By: 

Title: President

Date: 4/28/23

## **WASTE TIRE TRANSPORTATION AGREEMENT**

This Waste Tire Transportation Agreement (this "Agreement") effective this 1<sup>st</sup> day of November, 2018 (the "Effective Date"), by and between GET RID OF IT WASTE CORPORATION, an Arkansas corporation, with offices located at 313 Ready Rd., El Dorado, Arkansas 71730, (the "CARRIER"), and SOUTHEAST ARKANSAS REGIONAL SOLID WASTE MANAGEMENT BOARD, aka, SEARSWMB, with offices at 721 S. Walnut Street, Pine Bluff, AR 71601, (the "COMPANY").

CARRIER acknowledges that COMPANY'S affiliates and subsidiaries (collectively "Affiliates") are intended third party beneficiaries of this Agreement. Affiliates shall have the right to exercise all of the rights of COMPANY under this Agreement. References in this Agreement to COMPANY shall be deemed to include Affiliates as the content requires.

### **RECITALS**

WHEREAS, the CARRIER is an independent contractor in the business of providing Waste Tire transportation services; and

WHEREAS, the CARRIER is authorized by applicable state and local authorities as well as the U.S. Department of Transportation ("U.S. DOT") and has all necessary and proper permits, registrations and licenses to operate as a contract CARRIER and is authorized to transport Materials (as hereinafter defined); and

WHEREAS, the COMPANY has distinct and special transportation and loading requirements and desires to enter into a contract with the CARRIER for the loading and transportation of its Materials in certain locations;

NOW, THEREFORE, in consideration of the promises and the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

#### **1. GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arkansas, without regard to its conflicts of law rules.

#### **2. DEFINITIONS**

As used herein, the following terms shall have the following meanings:

- A. "Applicable Laws" shall mean all local, state and federal statutes, ordinances, laws, rules, regulations, licensing and permit requirements applicable to CARRIER'S operations, equipment and the provision of services hereunder.
- B. "Customer" means any third party customer of COMPANY with respect to whom COMPANY is requesting services by CARRIER.

- C. "Destinations" or "Destination Locations" means the landfill, tire recyclables processing centers and other locations designated by COMPANY as the destinations for the Materials, as identified herein and as may be amended from time to time by COMPANY.
- D. "Equipment" shall mean the trucks and containers used by CARRIER to perform services under this Agreement. With the exception of County operated facilities, COMPANY is not providing any Equipment to CARRIER for the performance of the Services.
- E. "Materials" shall mean all non-hazardous waste tires that are transported for COMPANY under this Agreement, and does not include other materials or wastes. CARRIER has no responsibility to transport any other materials or wastes under this Agreement.
- F. "Origins" or "Origin Locations" means the COMPANY'S designated drop-off sites or private entities for initial waste tire collections, and other locations identified herein, and as may be amended from time to time by COMPANY.
- G. "Services" means materials transportation and other services provided by CARRIER pursuant to this Agreement.
- H. Words which have a well-known technical or trade meaning, unless otherwise specifically defined in this Agreement, shall be construed in accordance with such well-known meaning, recognized by the solid waste and recyclables transportation professions and trades.

### **3. ORIGIN LOCATIONS AND DESTINATION LOCATIONS**

- A. CARRIER agrees to transport Materials, under the terms, conditions and rates set forth herein, from the Origin Locations to the Destination Locations set forth herein, and in accordance with its terms and conditions. The CARRIER will not refuse any Materials shipments tendered from COMPANY pursuant to this Agreement. COMPANY acknowledges that Destination Locations will be designated by COMPANY and that CARRIER will not make any independent decisions where to transport the Materials.
- B. COMPANY will provide to CARRIER shipping documents for each load of Materials to be transported from the Origin Location to a Destination Location. At the Destination Location the CARRIER will obtain a receipt showing the load has been delivered and the weight of the delivered load. For each load delivered, the CARRIER shall promptly deliver to the COMPANY all shipping documents and the delivery receipt, including load weight, for such load.

- C. At the request of COMPANY, CARRIER may be requested to transport Materials between Origin Locations and/or Destination Locations not listed herein due to special need or exigent circumstances, or as a supplemental hauler. In such instances, the terms and conditions of this Agreement shall apply and remain binding on the parties, unless otherwise modified by mutual written agreement of the parties.
- D. COMPANY may amend the Destination Location by giving CARRIER at least 30 days' written notice.
- E. COMPANY may amend the Origin Locations to include additional Origin Locations from time to time. COMPANY will notify CARRIER upon notification from the Arkansas Department of Environmental Quality ("ADEQ") Tire Accountability Program or other such request or notification received by COMPANY from a tire dealer or entity requesting waste tire services. CARRIER shall provide 40-yard open top containers sufficient to meet the needs of the additional Origin Location within 2 weeks of issuance of the waste tire permit by the Department of Finance and Administration ("DFA").
- F. The following are the initial Origin Locations and Destination Locations, along with applicable commencement dates for each:

- |                                 |                          |
|---------------------------------|--------------------------|
| <u>Initial Origin Locations</u> | <u>Commencement Date</u> |
| <u>(Transfer Stations)</u>      |                          |

**ARKANSAS COUNTY**

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>○ AR County Co-Op<br/>1010 E. 22<sup>nd</sup> St.<br/>Stuttgart, AR</li> <li>○ City of Stuttgart<br/>Transfer Station<br/>1700 2<sup>nd</sup> Sat E<br/>Stuttgart, AR</li> <li>○ Blue Seal Petroleum<br/>1715 Whitehead Dr. S<br/>DeWitt, AR</li> <li>○ Blue Seal Petroleum<br/>1902 Park Ave.<br/>Stuttgart, AR</li> <li>○ DeWitt Tire and Truck Center<br/>608 S. Jefferson St.<br/>DeWitt, AR</li> </ul> | <p>November 1, 2018</p> <p>November 1, 2018</p> <p>November 1, 2018</p> <p>November 1, 2018</p> <p>November 1, 2018</p> |
|--|---|

- DeWitt Tire and Truck Center      November 1, 2018  
1941 S. Whitehead Dr.  
DeWitt, AR
- Petrus Chevrolet                      November 1, 2018  
1901 S. Main St.  
Stuttgart, AR
- White's Auto Repair                  November 1, 2018  
627 Hwy 153  
Almyra, AR
- Stuttgart Landfill                    November 1, 2018  
1103 Airbase  
Stuttgart, AR
- DeWitt Transfer Station              November 1, 2018  
58 O.E. Fisher Lane  
DeWitt, AR

#### **ASHLEY COUNTY**

- Crossett Tire                          November 1, 2018  
701 W. 1<sup>st</sup> Ave.  
Crossett, AR
- Ashley County Landfill              November 1, 2018  
309 Ashley 438 Road  
Hamburg, AR
- Bill's Garage                          November 1, 2018  
257 Hwy 165 S  
Portland, AR
- Hometown Tire Center                November 1, 2018  
411 Fairview  
Crossett, AR

#### **BRADLEY COUNTY**

- J & H Lube                              November 1, 2018  
309 Smith  
Warren, AR
- Dee's Station                          November 1, 2018  
217 S. Main St.  
Hermitage, AR

- Bradley County Landfill                      November 1, 2018  
101 E. Cedar  
Warren, AR
- City of Warren Transfer Station   November 1, 2018  
610 Hwy 278 W  
Warren, AR

#### **CHICOT COUNTY**

- Epstein Gin Company                      November 1, 2018  
537 Reynolds St.  
Lake Village, AR
- Chicot County Landfill                      November 1, 2018  
Hwy 65 & Lewis RD, County RTE 359  
Lake Village, AR
- Albright Tire                                      November 1, 2018  
2925 Hwy 65 S  
Eudora, AR
- Lake Village Seed and Tire              November 1, 2018  
500 Lakeside Dr.  
Lake Village, AR

#### **CLEVELAND COUNTY**

- Cleveland County Transfer              November 1, 2018  
Station  
6910 Hwy 79 N  
Rison, AR
- KP Carriers                                      November 1, 2018  
290 Maple St.  
Kingsland, AR

#### **DESHA COUNTY**

- Desha County Landfill                      November 1, 2018  
1 Landfill Ln, Hwy 65 S  
Winchester, AR
- Barney Tire Center                              November 1, 2018  
1400 Hwy 65 N  
McGehee, AR

- Jerry's Tire Service                      November 1, 2018  
1087 Hwy 165 E  
Dumas, AR

#### **DREW COUNTY**

- Town and Country                      November 1, 2018  
1222 Hwy 278 E  
Monticello, AR
- Monticello Exxon                      November 1, 2018  
527 W. Gaines  
Monticello, AR
- Charles Palmer Tire                      November 1, 2018  
131 W. Railroad St.  
Monticello, AR
- Monticello Transfer Station              November 1, 2018  
1466 Old Warren Rd.  
Monticello, AR
- CT Speedy Lube                      November 1, 2018  
502 Hwy 425 S  
Monticello, AR
- Lucky's Chevrolet                      November 1, 2018  
1215 US 425  
Monticello, AR

#### **GRANT COUNTY**

- Grant County Transfer Station          November 1, 2018  
1706 Rose St.  
Sheridan, AR
- B&B Tire Center                      November 1, 2018  
1122 Rock St. S  
Sheridan, AR

#### **LINCOLN COUNTY**

- Country Village Auto Service/          November 1, 2018  
Moore's Tire  
320 Knight Haven Cir.  
Star City, AR

- Precision Alignment November 1, 2018  
201 S. Lincoln Ave.  
Star City, AR
- Floyd's Chip Mill November 1, 2018  
401 W. Dallas St.  
Star City, AR
- Lincoln County Transfer Station November 1, 2018  
1700 Hwy 11 S  
Star City, AR
- Affordable Auto and Tire Repair November 1, 2018  
406 N. Lincoln  
Star City, AR

NOTE: The list of initial Origin Locations is provided for reference only and is not intended to be restrictive or limiting. The Origin Locations are subject to change as contemplated in this Agreement.

- Initial Destinations Locations:  
(Landfills, recyclables processing  
Facilities and other locations) Commencement Date
  - Jefferson County Tire November 1, 2018  
Processing Facility  
6700 Gravel Pit Road  
White Hall, AR 71602

Alternate Destinations Locations:

- Davis Rubber Company November 1, 2018  
1800 E. 14<sup>th</sup> St.  
Little Rock, AR 72202
  - This Destination Location is to be used in the event the Jefferson County Tire Processing Facility is unavailable and may include additional shipping fees to be paid by COMPANY.

NOTE: The list of initial Destination Locations is provided for reference only and is not intended to be restrictive or limiting. The Destination Locations are subject to change as contemplated in this Agreement.

#### **4. TERM OF CONTRACT**

The Term of this Agreement shall begin on the Effective Date set forth above for all locations covered under this Agreement; provided, however, that the Services with respect to each Origin Location and Destination Location may not commence until the applicable commencement date for such Origin Location or

Destination Location set forth herein. The Term of this Agreement shall expire on April 30, 2023, (the "Initial Term"). The Term of this Agreement may be extended by mutual written consent of the parties (the "Renewal Term" and, together with the Initial Term, the "Term"). Upon termination or expiration, all rights and obligations of the parties hereunder shall terminate, except such as have previously accrued or as are specially provided otherwise herein.

**5. RATES, CHARGES, INVOICING, PAYMENTS, AND RATE ADJUSTMENTS**

- A. COMPANY shall compensate CARRIER for the Services in accordance with the rates and charges and other terms and conditions set forth herein. CARRIER shall bear all costs incurred in performing the Services, including but not limited to: (i) all costs required to operate and maintain the Equipment in a safe and roadworthy condition and manner consistent with good business practices and industry standards and as required by all Applicable Laws; (ii) all other operating costs for or relating to the Equipment, personnel (including but not limited to any taxes, labor, employee benefits, union or collective bargaining costs), insurance, fuel, permits, and licenses; and (iii) all taxes, tolls, expenses, fines and fees incurred in connection with the loading and transportation of Materials from the Origin Locations to the Destination Locations.
- B. CARRIER shall submit to COMPANY on a monthly basis invoices for the Services provided in the preceding month which shall include, for each load, the Origin Location, Destination Location, costs of Services, truck number, net weight, original shipping order or delivery receipt, state certified scale ticket, rate per ton for transporting, total charges, invoice date and invoice number, and any other reports or information required by the COMPANY or ADEQ. CARRIER shall include in each such invoice all state and local sales, use or excise taxes, itemizing such amounts. CARRIER shall indemnify and hold COMPANY harmless for any interest, fines or penalties incurred by COMPANY as a result of CARRIER'S failure to charge COMPANY for applicable state and local sales, use or excise taxes. In the event the COMPANY determines that Services provided by the CARRIER are not subject to applicable state and local sales, use or excise taxes, COMPANY will provide CARRIER with appropriate resale/exemption certificates or other acceptable documentation.
- C. The manifest system must be approved by the COMPANY. There must be a manifest of each load and a cumulative monthly manifest, each of which must track passenger, truck, and extra large tires separately. Additionally, the cumulative monthly manifest must be received by 12 noon on the Second Wednesday of each month, unless otherwise directed by COMPANY.

- D. CARRIER must send all extra or accessorial freight charges on a freight bill referencing the B/L release or PO number to the designated address for approval and payment.
- E. COMPANY shall pay all undisputed amounts due within 45 days after receipt of such documentation. If the COMPANY receives any invoice or portion thereof that it believes was billed in error, the COMPANY will timely pay the undisputed portion of the invoice, and before the invoice payment is due, notify CARRIER in writing of the portion that the COMPANY believes to be billed in error, together with information supporting the COMPANY'S belief. The due date for these disputed sums shall then be extended for 15 days (or such later time as both parties may agree) from the date the CARRIER provides the COMPANY with all reasonably requested supporting documentation as to the legitimacy and accuracy of the disputed amount.
- F. The rate for all Services performed for each county are indicated below:

COUNTY	DESCRIPTION	DOLLARS PER TON
Arkansas	40 yard open top containers at each Origin Location	\$72.51
Ashley	40 yard open top containers at each Origin Location	\$83.81
Bradley	40 yard open top containers at each Origin Location	\$73.28
Chicot	40 yard open top containers at each Origin Location	\$82.37
Cleveland	40 yard open top containers at each Origin Location	\$63.60
Desha	40 yard open top containers at each Origin Location	\$71.80
Drew	40 yard open top containers at each Origin Location	\$71.75
Grant	40 yard open top containers at each Origin Location	\$60.56
Lincoln	40 yard open top containers at each Origin Location	\$64.94

- G. The rates quoted above net of fuel cost of all Origin Locations shall be adjusted on the first anniversary date of the Agreement, and annually thereafter, by a percentage equal to 100% of the consumer price index as provided by the U.S. Department of Labor, Bureau of Labor Statistics for All Urban Consumers for the South, for the latest available monthly index period to the same index twelve months prior, as published by the U.S. Department of Labor using the formula shown below.

Rate Adjustments apply only to service rates. The rental rate for containers shall not be adjusted.

The following example illustrates the computation of percent change for an agreement with an anniversary date of August 1, 2018, and is offered for example only.

<b>CPI for current period (August 2018)</b>	<b>243.605</b>
<b>Less CPI for previous period (August 2017)</b>	<b>237.892</b>
<b>Equals index point change</b>	<b>5.713</b>
<b>Divided by previous period CPI (August 2017)</b>	<b>237.892</b>
<b>Equals</b>	<b>.02401</b>
<b>Result multiplied by 100%</b>	<b>.02401 x 100%</b>
<b>Equal percent change for next twelve month period</b>	<b>2.401</b>

## **6. VOLUME**

- A. During the Term of this Agreement, COMPANY intends to use CARRIER as a transporter for the COMPANY's Materials shipments from the Origin Locations to the Destination Locations covered by this Agreement. ***COMPANY does not guarantee a minimum haul rate.*** Provided CARRIER has not been provided notice of any alleged breach of any term of this Agreement, or the CARRIER has not been terminated pursuant to any provisions herein, COMPANY grants CARRIER the exclusive right to perform the Services described in this Agreement.
- B. CARRIER shall be fully operational and capable of providing the Services in accordance with the terms and conditions set forth in this Agreement for each Origin Location on the Effective Date.
- C. CARRIER shall make available sufficient Equipment to transport all Materials shipments from the Origin Locations to the Destination Locations as set forth herein on a timely basis as stated in Section 20, including any periodic or seasonal increases in the volumes of Materials required to be transported from an Origin Location to its given Destination Location. If COMPANY anticipates that there will be a continuous and sustained increase in the volume of Materials to be transported from any Origin Location to a Destination Location covered by this Agreement, COMPANY shall provide written notice to CARRIER of such increase and CARRIER shall be provided

a reasonable period of time, not less than 30 days after such notice, to supply additional Equipment to transport the increased volume of Materials. CARRIER shall provide sufficient personnel and Equipment to transport every day from each Origin Location all Materials tipped at or necessary to be removed from such Origin Location on that day. CARRIER shall perform the services during the current normal hours of operations of the Origin Locations and Destination Locations.

**7. EQUIPMENT AND PERSONNEL**

- A. CARRIER shall provide personnel and Equipment sufficient to provide the Services in a legal and a safe manner, and in accordance with the terms and conditions of this Agreement on each operating day at the Origin Locations during the Term of this Agreement.
- B. CARRIER shall provide 40-yard open top containers at each Origin Location sufficient to handle the volume of Material produced at each Origin Location.
- C. CARRIER represents and warrants that all Equipment used hereunder shall be in safe and roadworthy condition and shall comply with all Applicable Laws, particularly with regard to (i) the replacement of tires and brakes; (ii) legal weight limits for highway transportation; (iii) properly tarping and securing all loads; (iv) transportation of Materials, including those relating to the prevention of leaks and airborne Materials; and (v) proper licensing and permit requirements. (This list shall not be construed as an exhaustive list of conditions to which the CARRIER must comply, but is provided for illustration only). CARRIER shall provide all necessary back-up Equipment in case of breakdown so as to minimize facility downtime.
- D. If, at any time, CARRIER anticipates being unable to conform with any requirements herein, CARRIER shall notify a COMPANY representative within 24 hours. Such notice shall not relieve CARRIER of any of its obligations and liabilities described in this Agreement.
- E. CARRIER shall offer 40-yard open top containers to the Origin Locations at no charge. Any Origin Location that refuses to use CARRIER'S container will be removed from this Agreement and CARRIER shall have no responsibility to continue servicing said Origin Location.
- F. CARRIER will coordinate container placement with the individual Origin Locations to ensure placement of adequate containers at the Origin Locations at all times.
- G. In addition to compliance with all applicable federal, state, and local laws, regulations, and ordinances, CARRIER and CARRIER'S Equipment shall meet the following minimum standards and specifications:

1. All drivers shall have a current and appropriate state Commercial Drivers License; a copy of the vehicle registration, inspection sticker and insurance card; the most recent annual Motor Vehicle Report (not to exceed six months of current date); and a current and valid U.S. DOT required medical certificate.
2. CARRIER shall maintain current Driver Qualifications and Training files for each driver and shall keep on file all pre- and post-trip vehicle condition reports for a six-month period.
3. All drivers shall be 21 years or older.
4. All drivers shall ensure trailers or Equipment are properly secured and tarped prior to departure.
5. All drivers shall operate in the safest effective manner possible while in the transfer station, on public or private property, and in the landfill property by obeying all posted signs, directions from designated spotters, and applying all their experience to safely and effectively accomplish their assignment.
6. While operating at COMPANY facilities, CARRIER'S drivers shall wear a high-visibility vest when outside of their truck.
7. All drivers shall use only tractor-trailer routes that will accommodate appropriate height and weight restrictions. No residential streets will be transited except at the landfill entrance and under 25 mph.
8. All CARRIER'S employees shall be courteous at all times and shall work quietly and not use loud or profane language.
9. No employee of CARRIER shall solicit or request gratuities at any time.
10. No employee of CARRIER shall conduct salvaging at any time.
11. All containers provided shall be empty, and shall not have been used for the transport of Special or Hazardous Waste, as defined by any federal, state or local law, or other regulated substance, without having been cleaned prior to deployment for transport of COMPANY'S Materials.
12. CARRIER'S drivers at all times shall comply with COMPANY'S Safety Rules for Origin Locations and Destination Locations, and CARRIER'S drivers at all times shall also comply with all Site Specific Work and/or Operational Rules, Procedures and Requirements.

## **8. PERFORMANCE STANDARDS**

- A. CARRIER shall ensure that the Services are performed in a safe, professional and workmanlike manner and in compliance with all Applicable Laws,

including, but not limited to, Federal Motor Carrier Safety Regulations (including without limitations 49 CFR Parts 381-399 and any amendments), federal and state vehicles codes, state commercial driver licensing laws, local, state, and federal environmental requirements, and state and federal OSHA standards. Without limiting the foregoing, the CARRIER further represents and warrants that it has received, maintains currently and will maintain a "Satisfactory" safety rating pursuant to all required U.S. DOT, state and local inspection processes, and that CARRIER also will at all times maintain a "Satisfactory" safety rating with the Federal Motor Carrier Safety Administration ("FMCSA"). CARRIER shall regularly provide its safety information to FMCSA's Safety and Fitness Electronic Records System ("SAFER") and SAFESTAT website including U.S. DOT inspections, accident history, insurance coverage, and DOT Safety Rating; in the event that CARRIER receives a "Conditional," "Unsatisfactory," or "Unfit" safety rating, CARRIER shall immediately notify COMPANY verbally and in writing. CARRIER shall at all times have and maintain all permits, authorizations, registrations, franchises, certificates, licenses and all other required documents and approvals necessary to perform all Services.

- B. CARRIER shall be solely responsible for initiating, maintaining, and supervising all health and safety precautions, requirements and programs for its employees, subcontractors, vendors and other persons in connection with the services.

#### **9. CUSTODY AND HANDLING OF MATERIALS**

CARRIER shall have the sole and exclusive responsibility and liability for the care, custody, and control of the Materials from the time the Materials are loaded onto CARRIER'S Equipment at the Origin Location until the Materials are discharged from CARRIER'S Equipment at the Destination Location. CARRIER agrees that it shall be responsible for the transport of the Materials to the Destination Location without contamination of the Materials resulting from the selection or condition of CARRIER'S Equipment, CARRIER'S methods of processing and transporting the Materials, or any other element of CARRIER'S operations or activities. Except in the event and to the extent of COMPANY'S negligence, CARRIER assumes full responsibility and shall bear all liability for any and all damages and fines occurring during the time that the Materials are in CARRIER'S control, custody, or possession. CARRIER is expressly prohibited from adding any objects, waste or materials to the Materials, or removing any objects, waste or materials from the Materials, at any point between an Origin Location and a Destination Location without the express written consent of COMPANY.

#### **10. DAMAGES: REPAIRS**

CARRIER shall give prompt notice to COMPANY of, and assume all liability for, any loss and damage to any property, including any of COMPANY'S property or Equipment to the extent caused by CARRIER'S negligence or willful misconduct. CARRIER shall promptly repair all damages occurring to

any of COMPANY'S property or equipment to the extent caused by CARRIER'S negligence or willful misconduct.

#### **11. LIQUIDATED DAMAGES**

A. CARRIER will pick up all Materials loads within five days (counted on days when the Jefferson County Tire Recycling Facility is open) of the load being called into CARRIER by the Origin Location for collection. If loads are not picked up within five days of the load being called into CARRIER, upon notification to COMPANY by the Origin Location, a representative of COMPANY will contact CARRIER to determine the problem. If the load has not been picked up at the end of five days from the date of contact by COMPANY to CARRIER to determine the problem (counted on days when the Jefferson County Tire Recycling Facility is open), COMPANY shall send CARRIER a letter of caution via electronic mail. The parties acknowledge that damages sustained by COMPANY for CARRIER's failure to timely perform would be difficult to ascertain. As such, in the event CARRIER fails to timely collect Materials that are the subject of the letter of caution, the COMPANY may assess the following liquidated damages:

- (i) 25% reduction in payment that would have been due to CARRIER if CARRIER had timely performed, if CARRIER has failed to perform one day after receipt by CARRIER of the letter of caution sent via electronic mail by COMPANY;
- (ii) 50% reduction in payment that would have been due to CARRIER if CARRIER had timely performed, if CARRIER has failed to perform two days after receipt by CARRIER of the letter of caution sent via electronic mail by COMPANY;
- (iii) 100% reduction in payment that would have been due to CARRIER if CARRIER had timely performed, if CARRIER has failed to perform three days after receipt by CARRIER of the letter of caution sent via electronic mail by COMPANY.

Example: The Origin Location calls a load into CARRIER on Thursday morning, if the load is not picked up by the end of the second Monday following notification, COMPANY shall, upon notification from the Origin Location, contact CARRIER to determine the problem. CARRIER then has an additional five days to pick up the load. If the load has not been collected by the end of this additional five day period, COMPANY will send a letter of caution via electronic mail to CARRIER. Assuming, for purposes of this example, the letter of caution sent by COMPANY via electronic mail is received by CARRIER on the same day it is sent, this gives CARRIER all day on the Thursday the load is called into CARRIER, all of the following two weeks, and the third Monday after the Origin Location calls the load into CARRIER (the Jefferson County Tire Recycling Facility is not open for business on Friday) to pick up the load. If the load is not picked up by the end of the third Monday after the Origin Location calls the load into CARRIER, then the liquidated damages provided in the paragraph above apply. After the liquidated damages provided for in the paragraph above have been exhausted (three weeks after the Origin Location initially contacted CARRIER), COMPANY

may arrange for substitute performance the cost of which CARRIER will be responsible for reimbursing COMPANY.

- B. If CARRIER fails to perform within three weeks of notification, as outlined above and in Section 20 below, COMPANY reserves the right to obtain substitute performance for which CARRIER will be responsible for reimbursing the COMPANY for the cost of such service.

## **12. TERMINATION**

- A. COMPANY may terminate this AGREEMENT (in whole or in part) immediately upon written notice to CARRIER for the following:

- (i) Breach by CARRIER of any material term or condition of this Agreement, provided however, COMPANY may, in its sole discretion, allow CARRIER a reasonable cure period, in which case the Agreement will terminate at the end of such cure period if CARRIER fails to cure or remedy such breach within the cure period specified herein;
- (ii) If CARRIER or any subsidiary shall fail to pay when due, or within any applicable grace period, any indebtedness to a third party in an aggregate amount greater than \$100,000, or fails to observe or perform any material term, covenant or agreement contained in any one or more agreements by which it is bound, evidencing or securing any indebtedness in an aggregate amount greater than \$100,000 for such period of time as would permit, or would have permitted (assuming the giving of appropriate notice if required), the holder or holders thereof or of any obligations issued hereunder to accelerate the maturity thereof or terminate its commitment with respect thereto; or if CARRIER or any subsidiary makes an assignment for the benefit of creditors, or admits in writing its inability to pay, or generally fails to pay, its debts as they mature or become due; or
- (iii) At any such time that the Waste Tire Grants Funding, the sole source of funds for payment to CARRIER, received from ADEQ is cut or decreased so that the COMPANY is not able to meet financial obligations to fulfill the terms of this Agreement, COMPANY may terminate this Agreement upon 30 days' written notice. Waste Tire Grant Funds are currently received on a calendar quarterly basis.

- B. CARRIER shall have the right to terminate this Agreement:

- (i) With 30 days' prior written notice to COMPANY, if COMPANY fails to make payment of an invoice not in dispute on its due date and such failure remains uncured for 30 days after receipt by COMPANY of written notice of non-payment from CARRIER; or

- (ii) Immediately with written notice to COMPANY if COMPANY fails to comply with any material terms or provisions of this Agreement and such failure is continuing 30 days after CARRIER provides written notice of such failure to COMPANY.

C. Termination of this Agreement shall not affect any rights or obligations of the parties that shall have accrued through the effective date of such termination or which by their terms or nature arise at, or are intended to continue beyond, such termination. Without limiting the foregoing, the provisions of Section 16 hereof shall survive the expiration or termination of this Agreement, however brought about.

### **13. CONFIDENTIALITY; NON-INTERFERENCE**

Except in accordance with this Agreement, and except with respect to outside consultants or professional advisors bound by confidentiality requirements as strict as those set forth herein, neither party shall use or disclose information, data or communications of a proprietary nature or information of any kind regarding this Agreement, its amendments, attachments, exhibits, addenda, or schedules, if any, to a third party except as required by law after providing the non-disclosing party notice.

### **14. SUBCONTRACTS; INDEPENDENT CONTRACTOR**

CARRIER may not utilize the services of any other person, entity, or owner/operator to perform the Services hereunder ("Subcontractors") without the prior written consent of COMPANY, which shall not be unreasonably withheld. CARRIER must submit a written request to COMPANY at least 30 days prior to CARRIER'S intended date to begin using Subcontractors. COMPANY must consent in writing prior to the use of Subcontractors by CARRIER. CARRIER acknowledges and agrees that its Subcontractors shall be fully bound to CARRIER to perform the Services in compliance with all of the terms and conditions of this Agreement, including for any portion of the services performed by Subcontractors. For cause shown and upon reasonable notice, COMPANY may withdraw its consent to permit the continued use of any proposed Subcontractor. This provision shall create no third-party beneficiary rights under this Agreement in any Subcontractor.

It is understood by the parties hereto that the CARRIER and its employees, agents, and Subcontractors are not the agents or employees of the COMPANY, but an independent contractor.

### **15. INSURANCE**

CARRIER shall maintain, at its sole cost, insurance coverage as set forth below. Should CARRIER retain any Subcontractors to perform any of the Services under this Agreement, CARRIER shall require that all Subcontractors maintain the same insurance coverages with the same endorsements and limitations set forth below:

- A. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of CARRIER engaged in the performance of the Services under this Agreement;
- B. Employer's Liability Insurance protecting CARRIER against common law liability in the absence of statutory liability, for employee bodily injury arising out of the master servant relationship with a limit of not less than \$1,000,000 per occurrence;
- C. Commercial General Liability Insurance including products, completed operation, property damage and bodily injury coverage, with limits of not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate;
- D. Automobile Liability Insurance including all automobiles, non-owned and hired vehicle coverage with limits of liability of not less than \$2,000,000 per occurrence. Coverage may be composed entirely of primary insurance or at least \$1,000,000 of primary insurance and the remainder in umbrella coverage. If CARRIER is transporting Hazardous Waste, Commercial General Liability Insurance and Automobile Liability Insurance shall be provided with limits of not less than \$5,000,000 per occurrence, and the Automobile Liability Insurance must be endorsed to remove the pollution exclusion;
- E. CARRIER'S Automobile Liability Insurance coverage must be endorsed with Form MCS-90 and Broadened Pollution Endorsement Ca-9948;
- F. In addition to all the other risks for which coverage is provided in this Section 15, the Commercial General Liability Insurance shall cover the contractual liability assumed under Section 16 (Indemnification);
- G. COMPANY and COMPANY'S "parents, affiliates and subsidiaries" shall be added as additional insureds on a primary basis to all liability insurance policies required of CARRIER and its Subcontractors, and such policies, including all excess/umbrella coverages provided by CARRIER and its Subcontractors, shall be endorsed to delete the "Other Insurance" provision and shall provide that all such policies shall be primary insurance as to risks and liabilities arising out of the operations and Services of CARRIER and its Subcontractors, so that any other valid and collectible insurance policies available to and/or carried by COMPANY shall be on an excess and non-contributing basis;
- H. All insurance policies required under this Agreement shall include a waiver of subrogation in favor of COMPANY;

- I. CARRIER must obtain the coverage listed above from an insurance carrier with no less than an A- and Financial Size Category of IX from the A.M. Best Company. Prior to commencement of the Services, CARRIER shall deliver to COMPANY a certificate for itself, and for all Subcontractors it intends to utilize, if consented to by COMPANY as contemplated herein, evidencing the required coverages including, but not limited to, coverage for CARRIER'S indemnity obligations. This certificate shall provide that any change restricting or reducing coverage or the cancellation of any policies under which certificates are issued, shall not be valid as respects the COMPANY'S and the other additional insured's interest therein until COMPANY has received 30 days' written notice of such change or cancellation. COMPANY'S failure to request an insurance certificate shall not relieve CARRIER'S obligation to supply a certificate(s) for itself and all Subcontractors.
- J. CARRIER agrees to comply with all terms of the insurance contracts referenced in this section. Failure of CARRIER to keep the required insurance policies in full force and effect during the Term of this Agreement and during any extension thereof, shall constitute a material breach of this Agreement and COMPANY shall have the right, in addition to any other rights, to immediately cancel and terminate this Agreement without further cost to COMPANY, except for liabilities and/or obligations incurred by COMPANY prior to termination of this Agreement or which otherwise survive termination of this Agreement as provided herein. Nothing contained in these provisions relating to coverage and amounts set out herein shall operate as a limitation of CARRIER'S liability in tort or contract under the terms of this Agreement. CARRIER agrees to indemnify and hold COMPANY harmless from and against any damages, costs and losses, however they arise and however denominated, that result in any manner from CARRIER'S or its Subcontractors' failure to acquire and/or maintain the insurance coverages as described in this section, or if any of the insurance coverages are uncollectible.

## **16. INDEMNIFICATION**

- A. Each party hereto (an "Indemnifying Party") covenants and agrees to defend (with counsel reasonably acceptable to the Indemnified Party), protect, and indemnify the other party, its parents, affiliates, and subsidiaries, and their respective officers, directors, and employees ("Indemnified Parties") from and against all damages, claims, demands or causes of action and any liability, cost, fine, environmental remediation and response cost, penalty and/or expense, including but not limited to reasonable attorney's fees and expenses ("Damages"), incurred by each such Indemnified Party arising or resulting from, or caused by, violation of any laws or regulations by the Indemnifying Party, the breach of this Agreement by the Indemnifying Party, or the Indemnifying Party's Subcontractor's or agent's (or their respective shareholders', partners', officers', directors' or employees') negligent acts or

omission under this Agreement or relating to the Services provided hereunder.

- B. CARRIER agrees to indemnify and hold harmless COMPANY, and its officers, directors, and employees, and COMPANY's parents, affiliates, and subsidiaries, for any and all damage, liability, or injury to any person or property arising while the Materials are in CARRIER's care, custody, control, and possession.
- C. The indemnity obligations created by this section shall survive the expiration or termination for any reason of this Agreement.

#### **17. IMMEDIATE RESPONSE**

- A. If any spill, release or loss of load of any nature or kind (referred to hereinafter as "Discharge") into the environment occurs as a result of the performance of this Agreement by CARRIER, its agents, employees or Subcontractors, CARRIER shall immediately proceed to stop or abate such Discharge and shall immediately notify COMPANY and make any other notifications of such occurrence to governing or regulatory bodies as may be required of CARRIER by law. CARRIER shall, at its expense, be solely responsible for all Discharge response action and environmental remediation required as a result of all such Discharges, including disposal of any waste resulting therefrom.
- B. If while providing the Services, CARRIER, or any of its employees, agents, or Subcontractors (i) is involved in an accident or incident causing injury or damage to any person or property or a Discharge of Materials; or (ii) receives any fine, traffic ticket, or notice of violation of any statute, ordinance or regulation, CARRIER shall immediately notify COMPANY and shall confirm the details of the incident in writing to COMPANY not later than 24 hours thereafter.

#### **18. FORCE MAJEURE**

In the event performance of this Agreement, by either party, is affected by strike or other labor disturbances (except by CARRIER'S own personnel), fire, acts of terrorism, riot, war, unusually severe weather conditions, Act of God, governmental actions or regulations, governmental requests or requisitions for national defense, or unforeseen breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of COMPANY'S Materials, or any other cause beyond the reasonable control of either party (a "Force Majeure"), the running of all periods of time mentioned herein shall be suspended during such interruption. Such period of suspension shall not in any way invalidate this Agreement, but on resumption of operations, the deliveries shall be continued and no liability shall be incurred by either party for damages resulting from such suspensions. Except as in 12(A) (iii), economic hardship shall not be considered an event of Force Majeure. In the event of a Force Majeure affecting a party's

obligations hereunder, such party shall immediately notify the other party in writing. If the service interruption caused by the Force Majeure continues beyond 90 days, either party shall have the right to terminate the Agreement with respect to the Services not performed and for which satisfactory alternative service is not provided during the Force Majeure by giving the other party at least 7 days' prior written notice. To be effective, such notice must be delivered during the Force Majeure event.

#### **19. NOTIFICATION**

All notices, consents, waivers and other communications regarding this Agreement must be in writing and will be deemed to have been duly given when (a) documented personally delivered, (b) receipted delivery by facsimile number given below, provided that a copy is mailed on the same date by certified mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case as follows:

If to CARRIER:      Get Rid of It Waste Corporation  
313 Ready Rd.  
El Dorado, AR 71730  
Fax: (870) 546-3425

If to COMPANY:	Personal delivery:	Certified mail:
	SEARSWMB	SEARSWMB
	721 Walnut Street	P.O. Box 6806
	Pine Bluff, AR 71601	Pine Bluff, AR 71611
	Fax: (870) 536-7718	

or such other fax, address or addresses as a party may designate by like notice to the other.

#### **20. NOTIFICATION AND SCHEDULING OF SERVICES NEEDED: EVALUATION OF ORIGIN LOCATIONS**

1. CARRIER, when notified by an Origin Location that the container(s) at the Origin Location require collection, shall collect the contents of the container(s) at the Origin Location within five business days of notification, as outlined above in Section 11. CARRIER shall ensure that adequate containers are available at the Origin Location from which CARRIER is making a collection. For purposes of notification, a voicemail left by the Origin Location at the phone number designated by CARRIER during CARRIER'S regular business hours shall constitute valid notification.
2. In the event an Origin Location has not notified CARRIER that it requires collection for a period of three months, upon request by CARRIER, CARRIER and COMPANY shall visit the Origin Location and evaluate

whether the Origin Location can store Materials for collection until such time as it would have a full 40 yard open top container, or whether a smaller container may be utilized at the Origin Location. However, regardless of the evaluation by CARRIER and COMPANY, the 40 yard open top container shall remain on the premises if requested by the Origin Location. In the event the Origin Location agrees to store the Material on-site until such time as it would have Material sufficient to fill a 40 yard open top container, the Origin Location, and not CARRIER, shall be responsible for placing the Material into the 40 yard open top container. Should the Origin Location be able to store the Material until such time as it would have enough Material to fill a 40 yard open top container, CARRIER shall remain bound to respond to the notification from the Origin Location that collection is necessary.

## **21. ASSIGNABILITY**

Neither party shall assign its rights, responsibilities and obligations under this Agreement without the prior written consent of the other party, except that COMPANY may assign its rights, responsibilities and obligations under this Agreement to any subsidiary, parent or affiliated company or any purchaser of the COMPANY'S assets or businesses relating to or covered by this Agreement without CARRIER'S consent, and with COMPANY'S consent CARRIER may enter into subcontracts with independent contractors to perform certain of the Services hereunder subject to the further terms and conditions set forth in this section. A transfer by CARRIER of substantially all of its assets to another entity (whether in one transaction or a series of transactions), or the merger or consolidation of CARRIER with another entity, or the transfer of a controlling ownership interest of CARRIER, will be deemed to constitute an assignment of this Agreement, but CARRIER shall notify COMPANY of such transfer, merger, or consolidation within a reasonable time before such transaction takes place. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

## **22. ADMINISTRATIVE**

CARRIER must provide to COMPANY copies of a current Insurance Certificate, including additional insured designations as required herein, for itself and any Subcontractors that will perform Services for CARRIER, prior to the first effective date under this Agreement and, thereafter, within three business days after written request by COMPANY. In addition, at COMPANY'S request, CARRIER shall promptly provide the following documents:

- (a) Operating authority;
- (b) Executive, operations, emergency and customer service contacts, with telephone numbers;

(c) Most recent Bureau of Motor Carrier Safety Survey or U.S. DOT Safety Rating for itself and, if requested by COMPANY, for all Subcontractors CARRIER intends to use; and

(d) Any and all sales and/or use tax permits required for CARRIER to operate in those states or jurisdictions where the Origin Location or Destination Locations are located or to provide Services under this Agreement.

### **23. COUNTERPARTS: FACSIMILE**

This Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts must be construed together to constitute one and the same instrument. The parties agree that a facsimile signature may substitute for, and have the same legal effect as, an original signature.

### **24. SEVERABILITY**

If any part of the Agreement is, for any reason, found to be unenforceable, all other portions nevertheless remain enforceable.

### **25. ENTIRETIES**

This Agreement, including its exhibits, attachments and Addenda, if any, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, and understandings, oral or written, relative to said subject matter. All prior negotiations between the parties are merged into this Agreement, and there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied between the parties other than as set forth herein.

### **26. AMENDMENT: WAIVER**

The terms of this Agreement may not be altered by an oral agreement, nor by failure to insist upon performance, or failure to exercise any rights or privileges, but rather alterations, additions or changes to this Agreement will only be accomplished by written amendments or changes to additional schedules or other attachments, in each case executed by both parties. However, COMPANY may change the Destination Location, with or without approval of CARRIER, by giving CARRIER at least 30 days' written notice. COMPANY may also add other Origin Locations as contemplated in this Agreement. Performances of any obligation required of a party hereunder may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific instance described therein. No waiver by COMPANY or CARRIER of any default of the other under this Agreement shall operate as a waiver of any future default whether of like or different character.

## **27. ATTORNEY'S FEES**

In the event of litigation with respect to matters arising under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and other costs of such litigation.

## **28. PUBLICITY**

Except as may be required by law or governmental rules or the requirements of any exchange on which securities of CARRIER or an affiliate of CARRIER are traded, CARRIER shall not, without the prior written consent of COMPANY, which may be granted or withheld at COMPANY'S sole discretion:

- (a) use COMPANY'S name, brand, trademarks or any descriptions of COMPANY'S and/or its industry that would allow a third party to identify COMPANY ("COMPANY'S Brand"), in advertising or promotional material, publicity releases or for any other commercial purpose;
- (b) in any manner advertise, publish or disclose the fact that COMPANY has entered this AGREEMENT with CARRIER; or
- (c) disclose the subject matter or terms and conditions of this Agreement.

CARRIER shall comply with the restrictions accompanying COMPANY'S consent, including, but not limited to, scope and term limitations. Unless otherwise specified by COMPANY in writing, COMPANY'S consent shall be deemed to be "initial use only," and will expire immediately after CARRIER'S first use of COMPANY'S Brand as set forth in the applicable COMPANY consent. Any and all subsequent uses, including, but not limited to, re-publication of advertising or promotional material, duplicate or follow-up press releases or like publications shall each require an updated consent, duly executed by the COMPANY. In no case shall CARRIER or an affiliate or Subcontractor of CARRIER use COMPANY'S Brand or information about COMPANY'S industry, equipment or operations in a manner that disparages COMPANY.

## **29. MINORITY/WOMEN/VETERAN-OWNED FIRMS**

The COMPANY and CARRIER shall support the utilization and development of qualified minority-owned, women-owned and service disabled veteran-owned business enterprises ("M/W/VBE's"). The CARRIER shall make a good faith effort to purchase services and materials from qualified M/W/VBE's. For purposes of this Agreement, Qualified Individuals include, but are not limited to, African-Americans, Latin Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, service-disabled veterans, and women. For the purpose of this Agreement, to be a M/W/VBE, a business must be at least majority-owned

by a Qualified Individual or group of Qualified Individuals and its management and daily business operations must be controlled by one or more such Qualified Individuals.

**30. AUDIT AND INSPECTION**

CARRIER shall maintain records of all contracts, papers, correspondence, employee time sheets or ledgers, books, logbooks, manifests, accounts and other information related to payments made and CARRIER'S performance under this Agreement. Upon reasonable advance notice to CARRIER, COMPANY shall have the right to audit and inspect, at CARRIER'S place of business and during normal business hours, during the terms of this Agreement and for 3 years after the termination or expiration of this Agreement, books and records pertinent to CARRIER'S performance of its obligations under this Agreement, and CARRIER agrees to cooperate with respect to any such audit; provided, however, that CARRIER may redact any portion of such books and records containing third party confidential information.

**31. HEADINGS; CAPTIONS**

The headings or captions to paragraphs and sections in this Agreement are for the convenience of the parties only, are not part of this Agreement and shall have no effect upon the interpretation or construction of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**COMPANY:**  
SOUTHEAST ARKANSAS REGIONAL  
SOLID WASTE MANAGEMENT BOARD

By: Thomas E. But

Title: As. Co. Judge

Date: 3-13-19

**CARRIER:**  
GET RID OF IT WASTE  
CORPORATION

By: [Signature]

Title: V.P.

Date: 3/12/19

**INTER-LOCAL WASTE TIRE PROCESSING,  
TRANSPORTATION AND FACILITY AGREEMENT  
BETWEEN  
JEFFERSON COUNTY, ARKANSAS  
AND  
SOUTHEAST ARKANSAS REGIONAL SOLID WASTE MANAGEMENT DISTRICT**

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This Inter-local Waste Tire Processing, Transportation and Facility Agreement ("Agreement") is entered into between Jefferson County, Arkansas (hereinafter "County") and Southeast Arkansas Regional Solid Waste Management District (hereinafter "District") and shall govern the obligations of each Party with respect to the Recycling, Resource and Recovery Facility located at 6700 Gravel Pit Road, White Hall, AR 71602 as more specifically described on Exhibit A attached hereto (the "RRR Facility") and the Jefferson County/Pine Bluff Recycling Center and E-waste Hub Facility located at 1800 East Harding, Pine Bluff, AR 71601 as more specifically described on Exhibit A attached hereto (the "E-waste Facility") (collectively with the RRR Facility, the "Facility"), the recycling operations conducted at the Facility and financial assurances required by the Arkansas Department of Environmental Quality (the "ADEQ") regarding the same as set forth in Regulation No. 22 of the Solid Waste Management Rule of the ADEQ (the "Regulation").

WHEREAS, on July 1, 2013, the parties entered into that certain Jefferson County Recycling, Resource and Recovery Facility Waste Tire Processing and Transporting Agreement (the "Prior Agreement"); and

WHEREAS, the parties desire to make amendments to and to replace the Prior Agreement to permit the District to provide financial assurances to ADEQ on behalf of the

County and to set forth each party's rights and responsibilities in the event of the closure of the Facility:

NOW THEREFORE, the parties agree and acknowledge as follows:

1. Services. The County agrees to receive, haul and process the waste tires pursuant to the terms and conditions set forth on the Statement of Work, attached as Exhibit A hereto and incorporation herein by reference (the "SOW"). The SOW may be amended from time to time by mutual agreement of the parties; provided that no amendments shall be made unless extraordinary economic circumstances exist and that any such amendments shall be commercially reasonable. Upon the delivery of tires to County's Facility, it is the responsibility of County to properly process, recycle, reuse or dispose of all tires and by-products of tire processing, in accordance with applicable laws, rules, and regulations. Tire recycling or reusing at the Facility shall be a priority, and is preferred, whenever possible, over disposal. County shall use its best reasonable commercial efforts to recycle or reuse tires received at the Facility rather than dispose of such tires. Further the County shall operate the Facility using industry accepted management practices.

2. Use of Grant Funds or Revenues. Any and all revenues received by the County from the waste tire processing program or generated by the County from the waste tire processing operations of the Facility, including but not limited to, processing and hauling fees paid to the Facility pursuant to the SOW and proceeds from the sale of products generated by the Equipment, as defined below, at the Facility shall be used: (i) for the operation of the waste tire recycling program and proper maintenance of the Equipment; and (ii) pursuant to ADEQ Rules and Regulations. Any funds generated or received by the County in excess of

Facility operating expenses and Equipment maintenance expenses shall be held in reserve for the sole and exclusive use of the waste tire program at the Facility. In the event this Agreement is terminated, the County shall forego any rights to or rights to receive monies from the Recycling Grant Program.

3. Ownership and Lease of Equipment. Any and all current and future equipment purchased with waste tire grant funds, purchased with funds generated or received in the operation of the waste tire program at the Facility or used at the Facility, including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, shop equipment, office and record keeping equipment, parts, and tools, and any other equipment described in a list or schedule the County gives to the District (the "Equipment") is the property of the District. As partial consideration of the County's operation of the facility the Equipment shall be leased to the County for the duration of this Agreement to be used solely in the operation of the Facility. To protect the District's interest in the Equipment and to secure the continued operation of the Facility, the County hereby gives the District a security interest in all of the Equipment including all parts, accessories, repairs, replacements, improvements, and accessions to the Equipment; any original evidence of title or ownership of the Equipment; and all Proceeds of the Equipment. For purposes hereof "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Equipment other than in the normal course of business; any rights and claims arising from the Equipment; and any collections and distributions on account of the Equipment. The County authorizes the District to file a financing statement covering the Equipment. Any and all purchases of equipment for

use at the Facility or repairs of Equipment shall be reviewed and approved by District staff and/or the District Board prior to purchase or repair.

4. Program Planning and Monitoring. District staff and/or a designee of the District Board shall be included in the planning and budgeting for the waste tire recycling program from year to year. Any and all plans or budgets shall be reviewed and approved by District staff and/or the District Board prior to the plan or budget implementation. District staff and/or the designee of the District Board shall have the right to monitor the operation of the waste tire recycling program and, upon request, to review and audit any and all financial and operational records related to the waste tire recycling program. This review may include, but shall not be limited to, any and all books and accounts that any waste tire funds have passed through.. As a result of such monitoring the District staff and/or District Board may provide the County with a list of required changes to the operations of the waste tire program and the Facility. All such changes shall be promptly implemented according to the schedule provided by the District. As part of its required changes, the District may require the County to accept direct hands-on operational support from the District staff or their designees to assist with the overall improvement of the waste tire recycling program at the Facility rather than any specific change.

5. Financial Assurances. In consideration of the County's continued operation of the Facility, the District, on behalf of the Facility may provide the ADEQ part or all of the financial assurances required to be made by the Facility pursuant to the Regulation, using any mechanism permitted by the Regulation and satisfactory to the District in its sole discretion.

6. Term. The term of this Agreement shall become effective upon approval by the County and by the District Board (the "Effective Date") and shall continue as long as the Facility

is operational and in existence provided the Agreement is not otherwise terminated as provided in Section 7. The Prior Agreement shall be null and void upon the Effective Date and this Agreement shall replace the Prior Agreement in its entirety.

7. Termination. The District shall have the option to terminate this Agreement with or without cause at any time upon 30 days written notice to County; provided, however, that Section 5 of this Agreement may be terminated either party upon ninety (90) days prior notice.

8. Amendments; Waivers. The terms of this Agreement maybe not be altered by an oral agreement, nor by failure to insist upon performance, or failure to exercise any rights or privileges. Alterations, additions or changes to this Agreement will only be accomplished by written amendments or changes to the SOW or additional schedules or other attachments, in each case executed by both parties. Performances of any obligation required of a party hereunder may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific instance described therein. No waiver by County or the District of any default of the other under this Agreement shall operate as a waiver of any future default whether of like or different character.

9. Lease Option. The County hereby grants the District or its designee an option to lease all or part of the Facility for \$1 per annum for as long as the Facility is operational and in existence subject to additional standard commercial terms and conditions to be agreed upon between the parties, which option shall only be exercisable in the event of the termination of this Agreement or closure of all or part of the Facility by the County. In the event that only part of the Facility is closed or part of this Agreement is terminated, this option shall be immediately

exercisable with respect to such part of the Facility and shall remain in place with respect to the remaining part of the Facility.

10. Remedies. In the event of the closure of the Facility or the termination of all portions of this Agreement, the District shall have all of the rights and remedies of a lessor or, alternatively, a secured party under applicable State law with respect to the Equipment. Without in any way limiting the generality of the foregoing, the District shall also have the following specific rights and remedies in the event of the closure of the Facility or the termination of this Agreement:

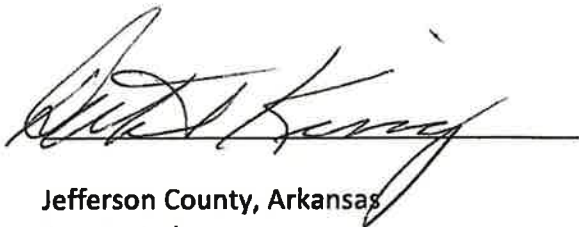
- a. To take immediate possession of all Equipment, whether now owned or hereafter acquired, without notice, demand, presentment, or resort to legal process and, for those purposes, to enter any premises where any of the Equipment is located and remove the Equipment from there from or render it unusable.
- b. To require the County to assemble and make the Equipment available to the District at a place to be designed by the District which is also reasonably convenient to the County.
- c. To retain and use the Equipment in satisfaction of any obligation of the County hereunder or sell the Equipment at public or private sale after giving at least five days' notice of the time and place of the sale and with or without having the Equipment physically present at the place of the sale.
- d. To make any repairs to the Equipment which the District deems necessary or desirable for the purposes of sale.

11. Covenant Not to Compete. Should this Agreement ever be terminated or the Facility closed, County agrees that for a period of five (5) years from the termination or closure and so long as the District continues to operate or contract with a third party to operate a waste tire program, the County shall not operate a waste tire program.


12. Authority. Each party hereby represents and warrants that it has the right, authority, and power to enter into this Agreement and that entering in the Agreement will not violate any provision of law or regulation applicable to such party.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

It is so agreed on this 1st day of June, 2016.



Jefferson County, Arkansas  
County Judge



Southeast Arkansas Regional Solid Waste  
Management District

**EXHIBIT A**  
**FACILITY LEGAL DESCRIPTION**

## **EXHIBIT B**

### **STATEMENT OF WORK**

Dated: June 1, 2016

COUNTY: Jefferson County, Arkansas

DISTRICT: Southeast Arkansas Regional Solid Waste Management District

#### Jefferson County Tires

County will haul tires inside Jefferson County, Arkansas at a rate of \$20.00/ton. Any such tires shall be processed at the Facility at a rate of \$80.00/ton.

#### Other Tires

County will receive other tires as directed by the District and shall process such tires at a rate of \$45.00/ton. As funds permit, and in its sole discretion, the District may pay an additional \$15.00/ton to the County for processing such tires. The District Board shall allocate any such additional funds to County on a quarterly basis.

EXHIBIT C  
STATEMENT OF WORK

Dated: May 21<sup>st</sup>, 2020

COUNTY: Jefferson County, Arkansas

DISTRICT: Southeast Arkansas Regional Solid Waste Management District

**A. EQUIPMENT**

Jefferson County shall be responsible for all repairs and maintenance to all operations equipment located at the Jefferson County Waste Tire Processing Facility. The District shall be responsible for the ordering of all parts and repair crews for the District owned grinders and conveyors. Jefferson County shall be responsible for payment of all invoices concerning the waste tire processing facility and all equipment. Financial & consulting assistance from the District may be granted on a request basis, with board approval.

The following items of equipment have been identified as the essential minimum equipment required for the continual and uninterrupted operation of the Jefferson County Waste Tire Processing Facility:

1. Kubota KX057 Mini Excavator
2. KUBOTA SVL 90-2 SKID
3. ROSCOE RB48
4. GEHL SKID

Jefferson County shall be responsible for contacting Foster Motor Company of Pine Bluff and/or repair shop located at the Jefferson County Road Department, for all maintenance and repairs to the above listed equipment and Jefferson County shall pay for all maintenance and repairs to the above listed equipment. Financial & consulting from the District may be granted on a request basis, with board approval.

**B. GRINDERS AND CONVEYORS**

Jefferson County shall be responsible paying for all parts or necessary repairs for the three American Pulverizer Grinders and all conveyor systems located at the Jefferson County Waste Tire Processing Facility. Assistance for payment from the District may be granted on a request basis, with board approval.

**C. TIRES**

Beginning February 1, 2019 through December 31<sup>st</sup> 2021, Jefferson County will receive all tires from the ten-county area serviced by SEARSWMB. Jefferson County shall process the tires received from the ten-county area serviced by SEARSWMB at the rate of \$45.00 per ton.

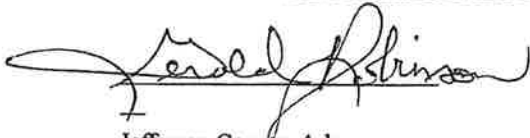
**D. PROCEEDS FROM WASTE TIRE PROCESSING**

Jefferson County shall keep the proceeds from the processing of the tires, regardless of origin, processed at the Jefferson County Waste Tire Processing Facility. The proceeds from the processing of the tires at the Jefferson County Waste Tire Processing Facility shall be used for the proper maintenance, repair and upkeep of the facilities, grounds, and equipment at the Jefferson County Waste Tire Processing Facility.

**E. RESPONSIBILITIES OF SEARSWMB**

1. Maintain lines of communication for all purposes
2. Minimum monthly examination of grinders, conveyors, and other processing equipment
3. Serve as representative & mediator to DEQ for all tire related matters
4. Provide logistical and consulting services for the purposes of machine maintenance
5. Serve as a financial monitor as it pertains to both State & District funding for the facility
6. Responsibilities for ordering parts and supplies for grinders and conveyors
7. Responsibilities for securing repair crew for grinder and conveyor restoration & setting restoration timeline
8. Continue to assist Jefferson County in the development of alternative uses for products
9. Maintain and manage the waste tire transportation contract
10. Maintain and manage the waste tire manifest system for DEQ and DFA reporting

THIS SOM IS SUBJECT TO CHANGE BASED UPON CHANGES IN RULES,  
REGULATIONS AND/OR LEGISLATIVE DIRECTIVES.



Jefferson County, Arkansas

Judge  
Circuit Court

Date: 6-4-2020



Southeast Arkansas Regional

Solid Waste

Date: 6-4-2020

**RESOLUTION OF THE DISTRICT 4**  
**WASTE TIRE ACCOUNTABILITY BOARD**

On the 6<sup>th</sup> day of June, 2023, the District 4 Waste Tire Accountability Board (the "Board"), at a properly called meeting of the Board, adopted the following resolutions:

WHEREAS, the Board is organized pursuant to Ark. Code Ann. § 8-9-410, for the purpose of providing efficient collection, transportation, and processing of waste tires; and


WHEREAS, the Board is required to provide certain services relating to the efficient collection, transportation, and processing of waste tires, pursuant to Ark. Code Ann. § 8-9-401, *et seq.*; and

WHEREAS, the Board desires to retain the services of the Southeast Arkansas Economic Development District, Inc. (the "District"), to provide certain services, in accordance with Ark. Code Ann. § 8-9-401, *et seq.*, on behalf of the Board;

THEREFORE, BE IT RESOLVED that the Board hereby secures the services of the District to provide the following administrative services for the Board:

1. Fiscal management of the waste tire fund for the Board;
2. Remit payments for processing and transportation of waste tires, permitting of tire collection centers, and administrative services provided by the District;
3. Provide quarterly financial reports to the Board;
4. Complete quarterly Tire Accountability Program reports and quarterly Tire Collection Center reports as required by the Arkansas Department of Environmental Quality Tire Accountability Program; and
5. Complete annual, quarterly, and five-year reports of the tire collection centers, as required by the Arkansas Department of Environmental Quality Tire Accountability Program.

This Resolution is effective as of the date first stated above and shall continue in full force and effect until such time as the Board enters a new agreement, or adopts a new resolution, with an entity to provide the services contemplated herein. The Board or the District shall have the right to terminate the services secured or provided, respectively, hereunder by ninety (90) days written notice to the other party.

By   
[NAME], Secretary of District 4  
Waste Tire Accountability Board

ATTEST:

By   
[NAME], Chair of District 4  
Waste Tire Accountability Board

RESOLUTION NO. 2-2023

A RESOLUTION OF THE BOARD  
OF  
DISTRICT 4 TIRE ACCOUNTABILITY BOARD

**WHEREAS**, per Act 713 of the 2023 Regular Session of the Arkansas General Assembly, the Used Tire Recycling and Accountability Act (the "Act"), codified at Ark. Code Ann. § 8-9-401 *et seq.*, and a separate Interlocal Agreement with District 2, District 4 consists of the following counties: Grant, Jefferson, Arkansas, Phillips, Cleveland, Lincoln, Desha, Calhoun, Bradley, Drew, Ashley, Lonoke, Prairie, Monroe, St. Francis, Lee, and Chicot ("**District 4**");

**WHEREAS**, Regulation No. 36 of the Arkansas Pollution Control & Ecology Commission, dated July 27, 2018, as amended ("Reg. 36"), allows District 4 to establish a used-tire program for extra-large tires accepted by the District, and set fees related to such use-tire program for extra-large tires;

**WHEREAS**, the District desires to set the fees associated with the District's acceptance of extra-large tires as set forth below;

**NOW, THEREFORE** LET IT BE RESOLVED THAT THE TIRE ACCOUNTABILITY BOARD OF DISTRICT 4 HEREBY RESOLVED AS FOLLOWS:

**RESOLVED**, in reliance upon Section 36.201 included in Reg. 36, District 4 acknowledges that the term "extra-large tire" means the following:

"Extra-large tire" means a tire that due to its size or construction is more difficult to process for recycling or disposal than a large tire and costs substantially more to process than a large tire. Extra-large tire includes without limitation tires used, capable of being used, or designed to be used on any of the following vehicles or equipment:

- (1) A skid steer loader;
- (2) Excavation equipment;
- (3) A farm implement, including without limitation, a tractor;
- (4) A backhoe
- (5) A road grader;
- (6) Industrial equipment;
- (7) A skidder; or
- (8) A heavy duty truck used off-road for mining.

"Extra-large tire" includes a tire with a load rating of "G" or higher.

**RESOLVED**, pursuant to Section 36.201 included in Reg. 36, District 4 hereby sets and establishes the fee of \$30.00 per extra-large tire (the "XL Tire Fee") accepted by District 4, with such XL Tire Fee being charged at the point of purchase as a rim removal fee as allowed pursuant to Section 36.802 included in Reg. 36, to be collected on the District's behalf by the Arkansas Department of Finance & Administration;

**RESOLVED**, the undersigned Executive Director of District 4 is hereby authorized to take such actions and execute such documents as deemed necessary and proper to carry out the establishment of the program authorized herein as needed to collect the XL Tire Fee; and

**RESOLVED**, the actions of the undersigned Executive Director of District 4 taken prior to the passage of this Resolution that have been taken in furtherance of the program authorized herein are hereby ratified.

**ADOPTED:**

**DATE:**

6-6-2023

**APPROVED:**

By: Thomas E. Best  
Title: Board Chair

**ATTEST:**

By: Doug Evers  
Title: Board Secretary

**ACKNOWLEDGED:**

By: Shamir Smith  
Its: Executive Director

RESOLUTION NO. 2023-1

A RESOLUTION OF THE BOARD  
OF  
DISTRICT 4 TIRE ACCOUNTABILITY BOARD  
AUTHORIZING INTERLOCAL AGREEMENTS

**WHEREAS**, Act 713 of the 2023 Regular Session of the Arkansas General Assembly, the Used Tire Recycling and Accountability Act (the "Act"), codified at Ark. Code Ann. § 8-9-401 *et seq.*, established Used Tire Program District 4 consisting of the following counties: Grant, Jefferson, Arkansas, Phillips, Cleveland, Lincoln, Desha, Calhoun, Bradley, Drew, Ashley, Lonoke, Prairie, Monroe, St. Francis, Lee, and Chicot ("**District 4**");

**WHEREAS**, Act 713 of the 2023 Regular Session of the Arkansas General Assembly, the Used Tire Recycling and Accountability Act (the "Act"), codified at Ark. Code Ann. § 8-9-401 *et seq.*, established Used Tire Program District 2 consisting of the following counties: Fulton, Sharp, Randolph, Clay, Izard, Lawrence, Greene, Stone, Independence, Jackson, Craighead, Mississippi, Cleburne, Faulkner, White, Poinsett, Woodruff, Cross, Pulaski, and Crittenden ("**District 2**");

**WHEREAS**, the Act provides that respective Districts may enter into an interlocal agreement to determine the highest level of efficiency regarding tire processing in their respective used tire programs;

**NOW, THEREFORE** LET IT BE RESOLVED THAT THE TIRE ACCOUNTABILITY BOARD OF DISTRICT 4 HEREBY RESOLVED AS FOLLOWS:

**RESOLVED**, District 4 hereby authorizes and approves an interlocal agreement, as allowed under the Act, with District 2 whereby the waste tires in the counties of Lonoke, Prairie, Monroe, St. Francis, and Lee shall be managed by District 2 to ensure the highest level of efficiency for transportation and processing of waste tires collected in the identified counties located within the designated area for District 4;

**RESOLVED**, any and all expenses associated with the preparation and implementation of the interlocal agreement authorized hereunder shall be the responsibility of and included in the Business Plan of District 2;

**RESOLVED**, the undersigned Executive Director of District 4 is hereby authorized to take such actions and execute such documents as deemed necessary and proper to carry out the interlocal agreements authorized herein; and

**RESOLVED**, the actions of the undersigned Executive Director of District 4 taken prior to the passage of this Resolution that have been taken in furtherance of the interlocal agreement authorized herein are hereby ratified.

**ADOPTED:**

**DATE:** 6-6-2023

**APPROVED:**

Thomas E. Best  
**By:** Thomas E. Best  
**Title:** Board Chair

**ATTEST:**

Doug Evans  
**By:** Doug Evans  
**Title:** Board Secretary

**ACKNOWLEDGED:**

SEAEU  
SEAEU, Executive Director

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (THE "AGREEMENT") IS ENTERED INTO BY AND BETWEEN USED TIRE PROGRAM DISTRICT 3 ("DISTRICT 3") AND USED TIRE DISTRICT 4 ("DISTRICT 4"), FORMED PURSUANT TO ACT 713 OF THE 2023 REGULAR SESSION OF THE ARKANSAS GENERAL ASSEMBLY, THE USED TIRE RECYCLING AND ACCOUNTABILITY ACT ("THE ACT"), AND WILL BECOME BINDING ON ALL PARTIES UPON RATIFICATION BY THE TIRE ACCOUNTABILITY BOARDS OF THE RESPECTIVE DISTRICTS.

DISTRICTS 4 AND 3 MAY BE COLLECTIVELY REFERRED TO HEREIN SEPARATELY AS "PARTY" AND COLLECTIVELY AS "PARTIES".

WHEREAS, The ACT assigned the following counties located in the State of Arkansas to District 3: Polk, Montgomery, Sevier, Howard, Pike, Clark, Little River, Hempstead, Nevada, Miller, Lafayette, Saline, Dallas, Ouachita, Union, Garland, Hot Spring, and Columbia;

WHEREAS, the ACT provides that respective Districts may enter an interlocal agreement to determine the highest level of efficiency regarding the management, transportation and processing of tires in their respective used tire programs; and

NOW, THEREFORE, based upon good and sufficient consideration, the delivery and sufficiency of which is hereby acknowledged, let it be resolved that the Tire Accountability Board of District 3 and the Tire Accountability Board of District 4 hereby resolved as follows:

1. **Designation of Counties.** The Parties hereto agree that the counties of Dallas and Union shall be managed entirely and totally in all respects by District 4 to ensure the highest level of efficiency for management, collection, transportation, and processing of waste tires generated within these two counties and that these two counties shall be referred to herein as the "Newly Managed Counties".
2. **District Business Plans.** The parties shall cooperate to the extent necessary to allow for the business plans of District 4 to include all the required information, including but not limited to the location of permitted collection centers, and an estimate of the number of waste tires to be managed, collected, transported and processed from the Newly Managed Counties. Likewise, District 3 will not include an estimate of the number of waste tires to be collected by District 4 or any other information that might infringe on the plans of District 4 pertaining to the Newly Managed Counties.
3. **Management Responsibilities of District 4.** The Parties agree that District 4, at its expense, shall perform all necessary actions and activities to ensure the proper collection, transportation, and processing of the waste tires generated withing

the Newly Managed Counties. Furthermore, District 4 shall ensure the compliance of all Laws and Rules of the State of Arkansas that pertain to the management, collection, and processing of waste tires as they pertain to waste tires generated in the Newly Managed Counties. District 4 will indemnify and hold harmless District 3 in all matters that may arise pertaining to the Newly Managed Counties.


4. **Responsibilities of District 3.** So long as this agreement remains in place, the Parties agree that District 3 shall assign all rights and responsibilities for the management, collection, transportation, and processing of waste tires generated within the Newly Managed Counties. Furthermore, District will take no action that impedes the ability of District 4 to manage the waste tires in compliance with their business plan and the Laws and Rules of the State of Arkansas as they pertain to the management of waste tires in the Newly Managed Counties.
5. **Ratification.** This agreement shall become effective upon its ratification by Tire Accountability Board for both District 4 and District 3.
6. **Duration.** This agreement shall be perpetual, unless and until either Party hereto provides the other Party with written notice at least 180 days in advance of termination.
7. **Legislative Action.** The Parties are public agencies whose authority is subject to the actions of the Arkansas General Assembly. This Agreement is subject to termination, suspension, or cancellation, without penalty to the parties, in whole or in part, subject to the acts of the Arkansas General Assembly.
8. **Relationship of the Parties.** Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents.
9. **Severability.** If any provision or portion of the Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered by

facsimile transmission, or electronic signature shall be deemed as effective as an original executed signature page.


11. **Authorized Signatories.** It is agreed and warranted by the Parties that the individuals signing this agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.
12. **Entire Agreement: Modification.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addendum of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties.

**PARTIES:**

USED TIRE PROGRAM DISTRICT 3

By:   
Its: Daniel Director  
Date: 6-6-2023

USED TIRE PROGRAM DISTRICT 4

By:   
Its: Aa. County Judge  
Date: 6-6-2023

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (THE "AGREEMENT") IS ENTERED INTO BY AND BETWEEN USED TIRE PROGRAM DISTRICT 4 ("DISTRICT 4") AND USED TIRE PROGRAM DISTRICT 2 ("DISTRICT 2"), FORMED PURSUANT ACT 713 OF THE 2023 REGULAR SESSION OF THE ARKANSAS GENERAL ASSEMBLY, THE USED TIRE RECYCLING AND ACCOUNTABILITY ACT (THE "ACT"), AND WILL BECOME BINDING ON ALL PARTIES UPON RATIFICATION BY THE TIRE ACCOUNTABILITY BOARDS OF THE RESPECTIVE DISTRICTS.

DISTRICTS 2 AND 4 MAY BE COLLECTIVELY REFERRED TO HEREIN SEPARATELY AS "PARTY" AND COLLECTIVELY AS "PARTIES."

### WITNESSETH:

WHEREAS, the Act assigned the following counties located in the State of Arkansas to District 4: Grant, Jefferson, Arkansas, Phillips, Cleveland, Lincoln, Desha, Calhoun, Bradley, Drew, Ashley, Lonoke, Prairie, Monroe, St. Francis, Lee, and Chicot;

WHEREAS, the Act provides that respective Districts may enter into an interlocal agreement to determine the highest level of efficiency regarding tire processing in their respective used tire programs; and

NOW, THEREFORE, based upon good and sufficient consideration, the delivery and sufficiency of which is hereby acknowledged, let it be resolved that the Tire Accountability Board of District 4 and the Tire Accountability Board of District 2 hereby resolved as follows:

1. Designation of Counties. The Parties hereto agree that the counties of Lonoke, Prairie, Monroe, St. Francis, and Lee shall be managed by District 2 to ensure the highest level of efficiency for transportation and processing of waste tires collected in the identified counties located within the legislatively designated area for District 4. Lonoke, Prairie, Monroe, St. Francis, and Lee Counties, Arkansas, shall be referred to herein as the "Newly Managed Counties."

2. District Business Plans. The Parties shall cooperate to the extent necessary to allow for the business plans of District 2 to include an estimate of the annual number of waste tires to be collected from the Newly Managed Counties to be transported and processed by District 2. Likewise, the business plans of District 4 shall not include an estimate of the annual number of waste tires to be collected by the District 2 from the Newly Managed Counties.

3. Management Responsibilities of District 2. The Parties agree that District 2, at its expense, shall perform the following so long as this Agreement remains in place:

3.1. Affirm the location of the waste tire collection centers in the Newly Managed Counties, and provide District 4 with no less than ten (10) days advance notice if a waste tire collection center relocates;

3.2. Collect, transport, and process tires collected at waste tire collection centers located in the Newly Managed Counties;

3.3. Prepare any and all manifests concerning the waste tires collected from the Newly Managed Counties; and

3.4. Include the number of collected waste tires with properly completed manifests in its quarterly reports to the Division of Environmental Quality, Arkansas Department of Energy & Environment, for reimbursement of all costs associated with the collection, transport, and processing of waste tires collected from the Newly Managed Counties.

4. Responsibilities of District 4. So long as this Agreement remains in place, the Parties agree that District 4 shall assure the District 2's personnel and agents have access to the waste tire collection centers located in the Newly Managed Counties. The Parties acknowledge and agree that District 2 shall not have any responsibility for collecting, transporting or processing waste tires from the Newly Managed Counties if District 4 fails to provide District 2 access to the waste tire collection centers located in the Newly Managed Counties.

5. Ratification. This Agreement shall become effective upon its ratification by Tire Accountability Boards for both District 2 and District 4.

6. Duration. The duration of this Agreement shall be perpetual, unless and until either Party hereto provides the other Party with written notice of termination at least 180 days in advance of termination.

7. Legislative Action. The Parties are public agencies whose authority is subject to actions of the Arkansas General Assembly. This Agreement is subject to termination, suspension, or cancellation, without penalty to the Parties, in either whole or in part, subject to the acts of the Arkansas General Assembly.

8. Relationship of the Parties. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents.

9. Severability. If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the


same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

11. Authorized Signatories. It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

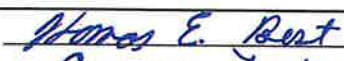
12. Entire Agreement; Modification. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties.

**PARTIES:**

**USED TIRE PROGRAM DISTRICT 4**

By:   
Its: Deputy Director  
Date: 6-6-2023

**USED TIRE PROGRAM DISTRICT 2**

By:   
Its: COUNTY JUDGE  
Date: 6-6-2023

**RESOLUTION NO. 2023-01**

**A RESOLUTION OF THE BOARD  
OF  
DISTRICT 2 TIRE ACCOUNTABILITY BOARD  
AUTHORIZING INTERLOCAL AGREEMENTS**

**WHEREAS**, Act 713 of the 2023 Regular Session of the Arkansas General Assembly, the Used Tire Recycling and Accountability Act (the "Act"), codified at Ark. Code Ann. § 8-9-401 *et seq.*, established Used Tire Program District 2 consisting of the following counties: Fulton, Sharp, Randolph, Clay, Izard, Lawrence, Greene, Stone, Independence, Jackson, Craighead, Mississippi, Cleburne, Faulkner, White, Poinsett, Woodruff, Cross, Pulaski, and Crittenden ("**District 2**");

**WHEREAS**, Act 713 of the 2023 Regular Session of the Arkansas General Assembly, the Used Tire Recycling and Accountability Act (the "Act"), codified at Ark. Code Ann. § 8-9-401 *et seq.*, established Used Tire Program District 3 consisting of the following counties: Polk, Montgomery, Sevier, Howard, Pike, Clark, Little River, Hempstead, Nevada, Miller, Lafayette, Saline, Dallas, Ouachita, Union, Garland, Hot Spring, and Columbia ("**District 3**");

**WHEREAS**, Act 713 of the 2023 Regular Session of the Arkansas General Assembly, the Used Tire Recycling and Accountability Act (the "Act"), codified at Ark. Code Ann. § 8-9-401 *et seq.*, established Used Tire Program District 4 consisting of the following counties: Grant, Jefferson, Arkansas, Phillips, Cleveland, Lincoln, Desha, Calhoun, Bradley, Drew, Ashley, Lonoke, Prairie, Monroe, St. Francis, Lee, and Chicot ("**District 4**");

**WHEREAS**, the Act provides that respective Districts may enter into an interlocal agreement to determine the highest level of efficiency regarding tire processing in their respective used tire programs;

**NOW, THEREFORE LET IT BE RESOLVED THAT THE TIRE ACCOUNTABILITY BOARD OF DISTRICT 2 HEREBY RESOLVED AS FOLLOWS:**

**RESOLVED**, District 2 hereby authorizes and approves an interlocal agreement, as allowed under the Act, with District 4 whereby the waste tires in the counties of Lonoke, Prairie, Monroe, St. Francis, and Lee shall be managed by District 2 to ensure the highest level of efficiency for transportation and processing of waste tires collected in the identified counties located within the designated area for District 4;

**RESOLVED**, District 2 hereby authorizes and approves an interlocal agreement, as allowed under the Act, with District 3 whereby the waste tires in the counties of Saline and Hot Spring shall be managed by District 2 to ensure the highest level of efficiency for

transportation and processing of waste tires collected in the identified counties located within the designated area for District 3;

**RESOLVED**, any and all expenses associated with the preparation and implementation of the interlocal agreements authorized hereunder shall be the responsibility of and included in the Business Plan of District 2;


**RESOLVED**, the undersigned Executive Director of District 2 is hereby authorized to take such actions and execute such documents as deemed necessary and proper to carry out the interlocal agreements authorized herein; and

**RESOLVED**, the actions of the undersigned Executive Director of District 2 taken prior to the passage of this Resolution that have been taken in furtherance of the interlocal agreement authorized herein are hereby ratified.


**ADOPTED:**

**DATE:** 6-14-23

**APPROVED:**

  
By: Danny Hyde  
Title: Board Chair

**ATTEST:**

  
By: John Alan Nelson Mississippi County Judge  
Title: Board Secretary

**ACKNOWLEDGED:**

  
Craig Douglass, Executive Director

**BYLAWS  
OF  
TIRE PROGRAM DISTRICT 4**

**ARTICLE I. ENTITY IDENTIFICATION**

The identification of the entity shall be Tire Program District 4 and may be referred to as District 4 Waste Tire Management Program.

**ARTICLE II. PURPOSES**

District 4 Waste Tire Management Program (Program) is organized per Ark. Code Ann. § 8-9-410 for the purpose of providing efficient collection, transportation, and processing of waste tires. The responsibilities of the District shall include, but not be limited to:

- (A) Providing services for the protection of the public health and Arkansas's environment;
- (B) Establishing a Tire Accountability Board for Program governance per Ark. Code Ann. § 8-9-410;
- (C) Collecting waste tires generated within the geographic boundaries of the Program;
- (D) Transporting waste tires to a contracted processor permitted by the State of Arkansas;
- (E) Processing waste tires for recycling, marketing, or proper disposal;
- (F) Establishing inter-Program agreements, where necessary, to ensure the highest level of efficiency regarding waste tire collection, transportation, and processing;
- (G) Providing a business plan and quarterly financial information to the Division of Environmental Quality (DEQ) per requirements set out in Ark. Code Ann. § 8-9-408 and Ark. Code Ann. 8-9-409, respectively;
- (H) Providing quarterly manifest reports to DEQ on Form TAP-11;
- (I) Receiving reimbursement funds from DEQ based on approved business plan waste tire rates and waste tire quantity and collection, transportation, processing, and Program administration cost information contained on the appropriate forms;
- (J) Managing funds according to accepted accounting practices;
- (K) Disbursing funds for waste tire collection, transportation, processing, and administrative costs; and
- (L) Providing requested information to Arkansas Legislative Audit every even-numbered year.

**ARTICLE III. LOCATION**

The principal office of the Program, at which the general business administration of the Program shall be transacted and where records of the Program shall be kept, shall be located in the county or municipality of the primary business location of the tire processor, or at such other place in the State of Arkansas as may be fixed from time to time by the Program's Tire Accountability Board.

## ARTICLE IV. TIRE ACCOUNTABILITY BOARD

SECTION 1. General Powers. Governance of the Program shall be vested in a Tire Accountability Board (Board), which shall include the Officers of the Program. The membership of the Board shall be composed of eleven (11) Members:

- (A) Five (5) county judges, elected by the county judges of counties in the Program;
- (B) Two (2) county judges from the two (2) most populous counties in the Program according to the most recent federal decennial census; and
- (C) Four (4) mayors, elected by the mayors of cities in the Program.

All powers not delegated by the Board are reserved to it.

SECTION 2. Term of Office. The term of each Member of the Board will be three (3) years. Staggering of initial terms shall be drawn by lot at the first organizational meeting of the Board. Other than the two (2) county judges from the most populous counties in the Program, three (3) Members shall serve three (3) years; three (3) Members shall serve two (2) years; and three Members shall serve one (1) year. Members may be reelected by the Board, but no member shall serve more than eight (8) years, unless otherwise authorized by the Board. The Board Chair may be exempt from term limitations.

SECTION 3. Removal of Member. Any Member may be removed from the Board by an affirmative vote of two-thirds (2/3) of the Members of the entire Board. At least ten (10) days' notice of the proposed removal will be given to the involved Member, who will be given an opportunity to be present and to be heard at the meeting at which the removal is considered.

### SECTION 6. Resignation of Members.

(A) A Member may resign at any time by communicating in writing to the Board Chair his or her resignation. A Member's resignation is effective when communicated unless the communication specifies a later effective date or subsequent event upon which it will become effective.

(B) Absence by a Member from three (3) consecutive meetings of the Board without a valid reason in the judgment of the Board shall be considered a resignation constituting a vacancy to be filled by the Board.

SECTION 7. Vacancies. The Board may appoint one or more persons to serve as Members until the next meeting of the Board to fill an open position or an unexpired term. If the Board ratifies the appointment by electing that person to the Board at the next meeting of the Board, then following the election, that Board Member would be serving his or her first "elected" position on the Board and would thereafter be subject to the provisions stated in Section 2. Term of Office.

SECTION 8. Compensation and Expenses. No compensation will be paid to any Member of the Board for primary duties as a Member of the Board. By resolution of the Board, reasonable expenses may be allowed for services rendered by any Member. Compensation may be paid to any Member performing specific duties related to the purposes of the Program. Board Members attending Board meetings in physical person may be paid a per diem if set and authorized by the Board at the first organizational meeting of the Board. Compensation and expenses shall be paid to the Executive Director and administrative staff in a manner and in amounts as determined by the Board.

## ARTICLE V. MEETINGS OF THE BOARD OF DIRECTORS

SECTION 1. Regular Meetings. The Board of Directors shall hold regular meetings at least four (4) times each calendar year at such place and time as may be designated by the Board. If the day fixed for a regular meeting is a legal holiday in the State of Arkansas, or if the regular meeting cannot be held for lack of a quorum or unavoidable circumstance, the next meeting date shall be called by the Board Chair.

SECTION 2. Special Meetings. Special meetings of the Board may be called by the Board Chair or by a majority of the membership of the Board. The person or persons authorized to call special meetings of the Board may fix the place of a special meeting called by such person or persons.

SECTION 3. Annual Meeting. An annual meeting of the Board shall be held no later than January of the calendar year following the end of the previous calendar year for the purpose of electing new Members or reappointing existing Members and for the transaction of other business that may arise during the meeting. If the election of Members is not held on the day designated for such a meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Board as soon thereafter as may be convenient.

SECTION 4. Notice. Notice of regular and special meetings of the Board shall be delivered electronically at least ten (10) days prior to the day such a meeting is to be held. Members shall respond as to their attendance no later than three (3) days after receiving the notice.

SECTION 5. Quorum. A minimum of six (6) Members shall constitute a quorum for the Board to transact business. Members may participate by electronic means by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person for the purposes of a quorum, but not for purposes of receiving per diem.

SECTION 6. Voting. At a meeting at which a quorum is present, a simple majority affirmative vote of the Members voting is required to pass a motion. The Board Chair may elect to vote or abstain. A meeting may be held electronically and voting may be recorded via electronic means.

SECTION 7. Manner of Acting: Conflict-of-Interest Transactions. Upon disclosure of the material facts of the transaction and the interest a Member has in that transaction, a conflict-of-interest transaction may be authorized, approved, or ratified if it receives the affirmative vote of a majority of the Members then in office who have no direct or indirect interest in the transaction. However, a conflict-of-interest transaction may not be authorized, approved, or ratified by less than a majority of the Members of the entire Board. Conflict of interest shall not pertain to transactions based on reasonable expenses allowed by the Board for services rendered by any Member, nor shall conflict of interest pertain to per diem or Board-approved compensation paid to a Member performing specific duties related to the purposes of the Program.

SECTION 8. Chair and Vice-Chair of the Board. The Chair of the Board shall preside at all meetings thereof, and in the Chair's absence the Vice-Chair shall preside. The Chair and Vice-Chair shall also serve on the Executive Committee as more fully set forth in these Bylaws. All paid employees of the Program, and the relatives thereof, shall be ineligible for election as Chair.

## ARTICLE VI. OFFICERS

SECTION 1. Titles, Election, and Term. At the first organizational meeting of the Board, the Board shall elect Officers, which may include a Chair, a Vice-Chair, and Secretary, each of whom shall be elected by a majority of the Board present and voting. Officers shall thereafter be elected annually at the annual meeting of the Board. If the election of Officers is not held at such meeting, such election shall be held as soon thereafter as conveniently may be. Same individuals may simultaneously hold more than one office on the Board of the Program, but no individual may act in more than one capacity where the action of two or more Officers is required. The Board may delegate to any Officer the power to appoint any assistant or subordinate officers and to prescribe the duties and authority thereof. Officers shall hold office until his or her successor has been duly elected and is qualified or until the Officer's death, resignation, or removal in a manner provided for in these Bylaws.

SECTION 2. Duties. The duties of Officers shall be those which usually pertain to these Officers.

SECTION 3. Vacancy. A vacancy in any office may be filled by a majority vote of the Board present and voting for the unexpired portion of the term.

SECTION 4. Removal. Any Officer or agent may be removed by the Board whenever in its judgment the best interests of the Program may be served thereby.

SECTION 5. Chair. The Chair shall be a Member of the Board and shall be the principal executive Officer of the Program. The Chair shall in general supervise the business and affairs of the Program. He or she may sign, with the Secretary or any other proper Officer of the Program authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed. The Chair shall in general perform all duties as may be prescribed by the Board from time to time.

SECTION 6. Vice-Chair. In the absence of the Chair or in the event of his or death, resignation, removal, or inability or refusal to act, the Vice-Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice-Chair shall perform such other duties as from time to time may be assigned to him or her by the Chair or by the Board.

SECTION 7. Secretary. The Secretary shall: (a) approve drafts of the minutes of the proceedings of the Board prior to distribution to the Members or for consideration of approval at a meeting of the Board; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) sign or co-sign resolutions passed by the Board; and (d) perform such other duties as from time to time may be assigned to him or her by the Chair or by the Board.

SECTION 8. Executive Director. The Board shall employ an Executive Director who shall also serve as an ex-officio member of the Board. The Executive Director and administrative offices of the Program shall be located in the principal office of the Program. The Executive Director shall be required to hire, supervise, manage, or otherwise oversee all necessary administrative staff to operate the Program in an efficient and effective manner, consistent with the purposes of the Program.

## ARTICLE VII. COMMITTEES

SECTION 1. Establishment. The Board from time to time may establish, instruct, and discharge one or more committees of the Board. A committee may be established either as a standing committee or as an ad hoc committee for a special purpose. Each committee established by the Board shall consist of two (2) or more Members appointed by the Chair and shall serve at the pleasure of the Board. The creation of each committee and the appointment of Members shall be approved by Board.

SECTION 2. Powers. The Board may delegate its powers, as it deems necessary, to such committees it may establish from time to time; provided, however, that a committee of the Board may not: (a) authorize distributions; (b) approve the dissolution, merger, or the sale, pledge or transfer of all or substantially all of the Program's assets; (c) elect, appoint, or remove Members or fill vacancies on the Board or any of its committees; or (d) adopt, amend, or repeal the Program's Bylaws. Any committee may exercise such of the Board's authority as the committee is granted by the Board.

SECTION 3. Meetings and Actions. The provisions of these Bylaws shall apply to govern meetings, action without meetings, notice and waiver of notice, quorum, and voting requirements of each committee and its members. Pursuant to these provisions, the Chair of each committee shall fix the time and place of its meetings and shall promptly report the committee's actions and recommendations to the Board. If the committee Chair is unable or otherwise fails to perform those duties, the Chair of the Board may take such actions as are necessary to ensure that the committee's responsibilities are fulfilled, including without limitation the replacement of the committee Chair.

SECTION 4. Executive Committee. There shall be a standing committee to be known as the Executive Committee. Members comprising the Executive Committee shall consist of the Board Chair and Vice Chair and other Members appointed by the Board, not to exceed five (5) Members. The Executive Committee shall exercise the powers of the Board in the management of the business and affairs of the Program. The Executive Committee shall maintain regular minutes of their proceedings and report the same to the Board at each regular meeting of the Board.

## ARTICLE VIII. INDEMNIFICATION OF DIRECTORS AND OFFICERS

SECTION 1. Mandatory Indemnification. In accordance with the laws of the State of Arkansas, the Program shall indemnify any Member or Officer and his or her estate or personal representative who is wholly successful, on the merits or otherwise, in the defense of any proceeding to which the Member or Officer is a party by virtue of his or her status as a Member or Officer of the Program.

SECTION 2. Permissible Indemnification. In accordance with the laws of the State of Arkansas, and except as provided in these Bylaws, the Corporation may indemnify a Member or Officer made a party to a proceeding by virtue of his or her status as a Member or Officer, against liability incurred in the proceeding if the following conditions are met: (1) the Member or Officer conducted himself or herself in good faith; (2) with respect to conduct in his or her official capacity, the Member or Officer had reason to believe that his or her conduct was in the best interests of the Program; and (3) in cases of conduct not in his or her official capacity, the Member or Officer had reason to believe that his or her conduct was in the best interests of the Program.

SECTION 3. Insurance. The Program may purchase and maintain insurance on behalf of its Members and Officers to insure against liabilities asserted against or incurred by the Program's Members or Officers in that capacity or arising from their status as Members or Officers, whether or not the Program would have the power to indemnify them against the same liability under the preceding sections of these Bylaws.

SECTION 4. Definitions. The following definitions apply to the indemnification provisions in these Bylaws:

(A) Proceeding. "Proceeding" means any threatened, pending, or completed civil action, suit or proceeding, whether judicial, administrative, or investigative, and whether formal or informal.

(B) Liability. "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses actually incurred with respect to a proceeding.

(C) Expenses. Indemnification against "expenses," which is mandated or permitted under this Article V is limited to reasonable expenses, including attorneys' fees, incurred in connection with a proceeding.

## **ARTICLE IX. CONTRACTS, GRANTS, LOANS, CHECKS AND DEPOSITS**

SECTION 1. Contracts. The Board may authorize any Officer(s) and/or agent(s) to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Program, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the Program and no evidences of indebtedness shall be issued in its name, unless and except as authorized by the Board. Any Officer or agent of the Program so authorized may affect loans or advances for the Program and for such loans and advances may make, execute, and deliver promissory notes, bonds, or other evidences of indebtedness of the Program. Any such Officer or agent, when so authorized, may mortgage, pledge, hypothecate, or transfer as security for the payment of any and all loans, advances, indebtedness, and liabilities of the Program any real property and all stocks, bonds, other securities, and other personal property at any time held by the Program, and to that end, may endorse, assign, and deliver the same, and do every act and thing necessary or proper in connection therewith. Such authority may be general or confined to specific instances. No loans shall be made by the Program to its Members or Officers. Any Members who vote for or assent to the making of such loans shall be jointly and severally liable to the Program for the amount of such loan until repayment thereof.

SECTION 3. Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness of one thousand dollars (\$1,000) or issued in the name of Program, shall be signed by the Executive Director of the Program, including one other Member of the Board so designated by the Board. All checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness of nine hundred, ninety-nine dollars, may be signed by the Executive Director. A listing of all checks, drafts or other orders for the payment of money, notes, or other evidence of indebtedness shall be provided to the Board at regularly scheduled Board meetings.

SECTION 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Program in such banks, trust companies, or other depositories as the Board may select.

## **ARTICLE X. FISCAL YEAR**

The fiscal year of the Program shall begin on the first day of July and end on the last day of June in each year. Other reports and records of the Program may be compiled and reported on a calendar year basis as authorized by the Board.

## **ARTICLE XI. DIVIDENDS PROHIBITED**

The Program shall not have or issue shares of stock, and no dividend shall be paid and no part of the income of the Program shall be distributed to its administrative staff, Members, or Officers. The Program may pay compensation in a reasonable amount to its administrative staff, Members, and Officers for services rendered, and may reimburse its administrative staff, Members, Officers, and agents for expenses incurred in attending to their authorized duties.

## ARTICLE XII. AMENDMENTS

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by the Board at any regular or special meeting of the Board. Unless the amendments are unanimously adopted by action without a meeting pursuant to the provisions of these Bylaws or unless notice is waived, the Program shall provide seven (7) days written notice to the Members that the amendment will be voted on at the meeting. The notice must state that the purpose, or one of the purposes, of the meeting is to consider the proposed amendment of the Bylaws. The notice shall also contain or be accompanied by a copy or summary of the amendment or state the general nature of the amendment. Any amendment must be approved by a majority of the Members in office at the time the amendment is adopted.

## ARTICLE XIII. DISSOLUTION

Upon dissolution of the Program, the Board of Directors shall, after paying or making provision for the payment of all of the liability of the Program, dispose of all of the assets of the Program exclusively for the purposes of the Program in such manner as prescribed by state law.

## CERTIFICATE

I, the undersigned, hereby state and certify that the foregoing are the true and correct Bylaws of Recycling Research Resources, Inc., duly adopted by the Board of Directors of said organization on the 6th day of June, 2023.

*(Signatures of Chair, Secretary, and Executive Director)*

Chair District 4

Thomas E. Best

(Print Name) THOMAS E. BEST

Secretary District 4

Doug Erwin

(Print Name) DOUG ERWIN

Executive Director District 4

Shane Knight

(Print Name) SHANE KNIGHT

## PROFIT AND LOSS STATEMENT

Waste Tire District #4 does not have a profit and loss statement at this time. Waste Tire District #4 will receive payment from Arkansas Department of Finance and Administration based on the numbers of tires processed and then will pay Jefferson County the specified unit rate in the Business Plan for processing tires.

#### ACTUAL CONTRACTS

Upon approval of the 2023-24 Business Plan Waste Tire District #4 will amend the current contract with Jefferson County to process the waste tires for the specified unit rates listed in this business plan.

## INTER-DISTRICT AGREEMENT

Southeast Arkansas Regional Solid Waste Management District (SEARSWMD) will manage Waste Tire District #4. Jefferson County owns and operates a waste tire processing facility in Jefferson County, Arkansas. The SEARSWMD has a current inter-local agreement with Jefferson County and upon approval of the business plan by DEQ, Waste Tire District #4 will amend the agreement with Jefferson County to process the waste tires for the specified unit rates listed in the 2023-24 Business Plan.

**WASTE TIRE DISTRICT #4**  
**2023-2024 CAPITAL IMPROVEMENT-MAINTENANCE COST**

**2023/2024 District 4 WST Business Plan**

Waste Tire District #4 and Jefferson County plans on retrofitting the existing equipment with a new style of cutting teeth. A new blade configuration and adding cutting teeth is planned. The project will increase both efficiency and throughput while lowering maintenance costs. It will lower maintenance cost and decrease the amount of rerun material to produce acceptable TDF.

The maintenance and repairs to the equipment are an ongoing expense to keep the equipment functioning and efficient.

MAINTENANCE & REPAIRS		KNIVES & PARTS	
Electrician	\$9,952.17	Precision Grind	\$291,459.06
Control Systems	\$6,156.70	American Pulv	\$12,500.00
Meyer Equip Rep	\$184,533.73		
	<b>\$200,642.60</b>		<b>\$303,959.06</b>