DIVISION OF
ENVIRONMENTAL QUALITY

Sarah Huckabee Sanders
GOVERNOR
Shane E. Khoury
SECRETARY

November 5, 2026

VIA EMAIL
Sen. Justin Boyd, Co-Chair
Rep. Les D. Eaves, Co-Chair
Arkansas Legislative Council
justin.boyd@senate.ar.gov
les.eaves@arkansashouse.org

Senator Boyd and Representative Eaves:

Act 713 of 2023 established that all revised Used Tire Program (UTP) business plans resulting in reimbursement rate increases be subject to review by Legislative Council, Ark. Code Ann. § 8-9-408(f). UTP-1 (Northwest), UTP-2 (Northeast), and UTP-3 (Southwest) submitted revised business plans to the Department of Energy and Environment, Division of Environmental Quality (DEQ), for consideration in response to the changes established by Act 169 of 2026. While DEQ's reimbursement rate to these UTPs will be reduced to $2.31 per tire, these revised business plans reflect an effective per tire cost of up to $4.31 per tire.

DEQ completed its review of the three revised business plans, and the Pollution Control and Ecology Commission (PC&EC) approved these revised plans on October 23, 2026.

I have enclosed the following documents for Legislative Council's review:

1. UTP-1's Revised Business Plan submission;
2. UTP-2's Revised Business Plan submission;
3. UTP-3's Revised Business Plan submission;
4. DEQ's recommendation memo to PC&EC; and
5. PC&EC's Minute Order approving the Revised Business Plans.

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

Sincerely,

Bailey Taylor
Chief Administrator of Environment and DEQ Director
Arkansas Department of Energy & Environment

Encl. (5)

cc: Ms. Marty Garrity – via email (garritym@blr.arkansas.gov)

Business Plan (TAP-12)

version 4.0

(Submission #: HQP-1K7B-DHQ47, version 2)

Details

Submitted	9/17/2026 (40 days ago) by Robyn Reed
Alt ID	UTP-1-Northwest Arkansas Tire Program
Submission ID	HQP-1K7B-DHQ47
Status	Submitted

Form Input

Used Tire Program Overview

Reporting Year
2026

Used Tire Program Identification Number
UTP-1

Used Tire Program (UTP) Name
Northwest Arkansas Tire Program

Used Tire Program Business Address

Address
11398 Bond Road
PO Box 228
Prairie Grove, AR 72753

Tire Processing Facility Utilized by the UTP (In-State and Out-of-State)

Tire Processing Facility Name	Processing Facility Address	Processing Facility City	Processing Facility State	Processing Facility Zip Code	State Permit Number
West River Valley Solid Waste District	24087 Hwy 164	Clarksville	AR	72830	0027-SWTP
Champlin Tire Recycling	301 Cedar	Concordia	KS	66901	2144
EcoShred	2740 N Mayfair Ave	Springfield	MO	65803	09077002

List of Permits Issued to UTP

Permit Type	Permit Number	Permit Expiration Date	Permittee
TCC - Tire Collection Center	000000	9/16/2026	N/A

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	Jimmy Hart (Chair)	5013549640	judge@conwaycounty.org	117 S Moose St, Morrilton, AR 72110
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 72712
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	Ricky Bowman	4796674726	franklin.judge@franklin-ar.us	211 W Commercial, Ozark, AR 72949
Judge	Ben Cross	4799687487	popcountyjudge@popcountyar.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 - 06/03/2026 03:17 PM

Comment

NA

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
0	No equipment is owned by UTP1	0	0	0	0	0	0	0
						Sum: 0	Sum: 0	

Contract Obligations

Contract Name	Length of Contract (Years)	Dollar Amount of Contract
Operator- BMRSWMD	1	2072614.28
Operator- WRVRSWMD	1	1079810.08
Administrator- BMRSWMD	1	206801.94

Attach Actual Contracts

Administrator- BMRSWMD- Contract for Service- 2024.pdf - 06/04/2026 02:44 PM
2024 Operator Contract WRVSWD.pdf - 06/04/2026 02:45 PM
2024 Operator Contract BMRSWMD.pdf - 06/04/2026 02:45 PM
Operator- BMRSWMD- Contract Amendement- May 2026.pdf - 09/17/2026 04:54 PM
Operator-WRVRSWMD- Contract Amendment- May 2026.pdf - 09/17/2026 04:54 PM

Comment

Contract obligation dollar amounts are based on CY 2025 reimbursements made to contractors.

Disposition of Tires and Tire Residuals Collected and Processed

Type of Disposition	Shipped To Facility Name	City and State	Amount in Tons	Percentage
Rubber Mulch	Champlin Tire Recycling	Concordia, KS	4,046.98	20.27
Rubber Mulch	EcoShred	Springfield, MO	1,804.2	9.04
Other: TDF: Power Plant	Net Zero	Prairie Grove, AR	9,315.19	46.66
Rubber Mulch	West River Valley SWD	Clarksville, AR	4,799	24.04
			Sum: 19,965	Sum: 100.01

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

2025 UTP1 P&L.pdf - 06/04/2026 03:36 PM
UTP1 Collection Center List- Public.pdf - 09/17/2026 04:51 PM
UTP1 Tire Rates- 2026 update.pdf - 09/17/2026 04:52 PM

Comment

NONE PROVIDED

Access-Controlled Collection Centers

Collection Center	Address	Hours	Cost
See attached list above	UTP1 Collection Center List & UTP1 Price List	0000	0000

Is this list updated?

Yes

Is this list of TCCs considered "adequate" for UTP coverage as required by Act 169 of the 2026 General Assembly?

Yes

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

0

Outstanding Debts

Creditor	Monthly Payment Amount	Total Amount Owed	Maturity Date
0	0	0	7/1/2026

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	0	0	0	0	0	0	0
						Sum: 0	Sum: 0	

Contract Obligations

Contract Name	Length of Contract (Years)	Dollar Amount of Contract
Operator- BMRSWMD	1	1940505
Operator- WRVRSWMD	1	713921
Administrator- BMRSWMD	1	226252

Disposition of Tires and Tire Residuals Collected and Processed

Type of Disposition	Facility Name	City and State	Amount in Tons	Percentage
Rubber Mulch	Champlin Tire Recycling	Concordia, KS	4,777	21.85
Rubber Mulch	EcoShred	Springfield, MO	11,148	50.99
Rubber Mulch	West River Valley RSWMD	Clarksville, AR	5,939	27.16
			Sum: 21,864	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	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

Access-Controlled Collection Centers

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

Is this list updated?
Yes

Is this list of TCCs considered "adequate" for UTP coverage as required by Act 169 of the 2026 General Assembly?
Yes

Outstanding Debts

Creditor	Monthly Payment Amount	Total Amount Owed	Maturity Date
The UTP does not have any debt	0	0	01/01/2026

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

UTP1 Blank Page.pdf - 06/10/2026 04:12 PM

Comment

NA

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

Collect tires in a timely manner and deliver to processor tire in a timely, efficient manner.

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

Require manifest from transporters and dealers prior to drop-off.
Continue to look for tire disposal/ recycling markets in the state.
Continue to pursue the most cost effective method to transport tires to processors.

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

Social media posts, educate public on proper tire disposal, brochures to provide disposal and collection site information.

Fiscal Evaluation

Act 169 of the 2026 Fiscal Session of the Arkansas General Assembly (Act 169) provided additional funding options available to cover the costs of tire management within the UTPs

UTP1 Fiscal Evaluation.pdf - 09/17/2026 04:47 PM

Comment

NONE PROVIDED

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		0	0	0
Processing and Disposal Fees		0	0	0
Advertising		0	0	0
Contractual Services		3,359,226.30	3,785,984	3,074,372
Miscellaneous		0	0	0
Equipment Purchases		0	0	0
Vehicle Purchases		0	0	0
Maintenance and Repair		0	0	0
		Sum: 3,359,226	Sum: 3,785,984	Sum: 3,074,372

Reimbursements from DEQ

Previous Calendar Year (Actual Reimbursements)	Current Calendar Year (Project Reimbursements)	Next Calendar Year (Projected Reimbursements)
3358516	3157504	3074372

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

Category	Explain	Previous Calendar Year (Actual Revenue)	Current Calendar Year (Projected Revenue)	Next Calendar Year (Projected Revenue)
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	1,145,927	1,203,224	1,263,385
Large Tire	52,193	54,803	57,543
Extra Large Tire	9,042	9,494	9,969
	Sum: 1,207,162	Sum: 1,267,521	Sum: 1,330,897

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	2.78	2.99	2.31

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	2.78	2.99	2.31

Attachments

Date	Attachment Name	Context	User
9/29/2026 1:18 PM	2026 BP Links.docx	Submission	Bryan Leamons
9/17/2026 5:03 PM	CertificationForm.pdf	Unknown	Robyn Reed
9/17/2026 4:54 PM	Operator-WRVRSWMD- Contract Amendment- May 2026.pdf	Attachment	Robyn Reed
9/17/2026 4:54 PM	Operator- BMRSWMD- Contract Amendement- May 2026.pdf	Attachment	Robyn Reed
9/17/2026 4:52 PM	UTP1 Tire Rates- 2026 update.pdf	Attachment	Robyn Reed
9/17/2026 4:51 PM	UTP1 Collection Center List- Public.pdf	Attachment	Robyn Reed
9/17/2026 4:47 PM	UTP1 Fiscal Evaluation.pdf	Attachment	Robyn Reed
6/10/2026 4:12 PM	UTP1 Blank Page.pdf	Attachment	Robyn Reed
6/4/2026 3:36 PM	2025 UTP1 P&L.pdf	Attachment	Robyn Reed
6/4/2026 2:45 PM	2024 Operator Contract BMRSWMD.pdf	Attachment	Robyn Reed
6/4/2026 2:45 PM	2024 Operator Contract WRVSWD.pdf	Attachment	Robyn Reed
6/4/2026 2:44 PM	Administrator- BMRSWMD- Contract for Service- 2024.pdf	Attachment	Robyn Reed
6/3/2026 3:17 PM	UTP1 Blank Page.pdf	Attachment	Robyn Reed

ARKANSAS
USED TIRE PROGRAM 1

CONTRACT FOR SERVICE: PROGRAM OPERATOR

BACKGROUND:

The Arkansas Used Tire Program One (UTP1) was formed by Act 713 of 2023. This program is comprised of the counties: Baxter, Benton, Boone, Carroll, Crawford, Conway, Franklin, Johnson, Logan, Madison, Marion, Newton, Perry, Pope, Searcy, Scott, Sebastian, Van Buren, Washington, and Yell. Pursuant to Act 713, six existing used tire programs – formerly operated by Regional Solid Waste Management District's – have been consolidated into the newly created UTP1. UTP1 is organized per Ark. Code Ann. § 8-9-410 for the purpose of providing efficient collection, transportation, and processing of used tires.

The tire accountability program for UTP1 must be in operated in full compliance with all State, Federal, and Local laws, specifically the Arkansas Used Tire Recycling and Accountability Act, Arkansas Pollution Control and Ecology Commission Rule Number 36, Act 713 of 2023, and the Bylaws of the UTP1 Accountability Board.

THIS AGREEMENT (the "Agreement") is made and entered into effective April 1, 2024 by and between Used Tire Program 1 (hereinafter referred to as UTP1) and Boston Mountain Regional Solid Waste Management District (hereinafter referred to as BMRSWMD), on the terms and conditions set forth below.

Used Tire Program			**Tire Program BMRSWMD**	
UTP1:	Used Tire Program 1, Arkansas		BMRSWMD:	Boston Mountain Regional Solid Waste Management District
Address:	2910 W. Commercial Street		Address:	PO Box 228 // 11398 Bond Rd
	Ozark, AR 72949			Prairie Grove, AR 72753
Telephone:			Telephone	479-846-3005
Email:	Rhall@CityofOzarkAR.com		Email:	reed@bmswd.com

TERMS AND CONDITIONS

Term:

The initial term of this contract will be for one (1) year. The contract may be renewed for up to four (4) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of five (5) consecutive years. Written notice regarding options to renew must be in writing and served upon the other party at least three (3) months prior to the termination of the running term.

Specified Term.

The agreement between the parties ends at the end of the term stated in the agreement and UTP1 shall have no obligation upon such termination related to a right of first refusal.

Amendments to this Contract:

No modification or amendment of this Contract shell be effective unless it is in writing, approved by the governing bodies of both parties, and signed by the authonzed representatives of UTP1 and BMRSWMD. A completed signed amendment is to be fasted to the original contract, with signed copies retained by the parties. Consent to amendment or modification shall not be unreasonably withheld by either party.

Remedies and Applicable Law:

This Contract shall be governed by and construed in accordance with the laws of the State of Arkansas. The UTP1 and BMRSWMD shall have all remedies afforded by said law.

Interpretation-Parol Evidence:

This writing shall be intended by the parties as a final expression of their Contract and shall be intended also as a complete and exclusive statement of the terms of their Contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Contract, the definition contained in the Code is to control.

Equal Opportunity Clause:

The provisions of Section 202 Executive Order 11246 41, C.F.R. §60- 1.4.41, C.F.R. §60-250.4 and 41, and C.F.R. §60-741.4 shall be incorporated herein by reference and shall be applicable to this Contract unless this Contract is exempted under the rules, regulations or orders of the Secretary of Labor.

Non-Discrimination:

During the performance of this Contract, the BMRSWMD agrees not to discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin, or because he or she has a physical or mental handicap, or because he or she is a disabled veteran or a veteran. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

Labor Disputes:

BMRSWMD shall give prompt notice to the UTP1 of any actual or potential labor dispute which delays or may delay performance of this Contract.

Force Majeure:

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Contract are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

No Waiver:

No waiver by the UTP1 of any breach of the provisions of this Contract by the BMRSWMD shall in any way be construed to be a waiver of any future breach or bar the UTP1's right to insist on strict performance of the provisions of the Contract.

Modifications:

This Contract shall be modified or rescinded, following approval by the UTP1 Board, only by a writing signed by both parties or their duly authorized agents.

Assignment-Delegation:

No right or interest in this Contract shall be assigned or delegation of any obligation made by BMRSWMD without the written permission of the UTP1. Any attempted assignment or delegation by BMRSWMD shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Assignment of Anti-Trust Overcharge Claims:

The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, BMRSWMD hereby assigns to the UTP1 any and all claims for such overcharges.

Cancellation for Lack of Funding:

This Contract may be terminated without any further obligation on the part of the UTP1 in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The BMRSWMD shall be notified in writing of such non-appropriation at the earliest opportunity.

Cancellation of Contract:

This Contract may be canceled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the UTP1 shall, at any time while the Contract or any extension of the Contract shall be in effect, be an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

Termination:

The UTP1 may, by written notice stating the extent and effective date, terminate this Contract for convenience in whole or in part, at any time. The UTP1 shall pay the BMRSWMD as full compensation for performance until such termination the unit or pro rata Contract price for the delivered and accepted portion, with respect to the undelivered or unacceptable portion of this Contract, provided compensation hereunder shall in no event exceed the total Contract price.

Termination for Default:

In the event that the BMRSWMD shall fail to maintain or keep in force any of the terms and conditions of this Contract, the UTP1 may notify the BMRSWMD in writing of such failure and demand that the same be remedied within ten (10) days. Should the BMRSWMD fail to remedy the same within said period, the UTP1 shall then have the right to terminate this Contract. Accrued damages shall be deducted from BMRSWMDs delivered or accepted portions.

Insolvency:

The UTP1 shall have the right to terminate this Contract at any time in the event the BMRSWMD files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against the BMRSWMD and not discharged within thirty (30) days; or if the BMRSWMD becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for the BMRSWMD or its business.

Inspection and Audit:

All books, accounts, reports, files, and other records relating to this Contract shall remain the sole property of the UTP1 and shall be subject at all reasonable times to inspection and audit by the UTP1, or the Auditor General of the State of Arkansas, or their agents for five (5) years after completion of this Contract. Such records shall be produced at the UTP1 Office, or such other location as designated by the UTP1, upon reasonable notice to the Contracting party.

Insurance Requirements:

BMRSWMD shall provide the UTP1 with a Certificate of Insurance prior to the commencement of services/contract. The Certificate of Insurance shall be from an insurance carrier lawfully authorized to do business in the state of Arkansas, and rated at least an A-, VII (7) in the current AM BEST KEY RATING GUIDE. The Certificate shall include the following minimum insurance coverage:

Commercial General Liability of $1,000,000 minimum combined single limit (SCL) each occurrence and $2,000,000 general aggregate, to include the following. Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.
General Aggregate $2,000,000
Products - Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Blanket Contractual Liability - Written and Oral $1,000,000
Fire Legal Liability $ 50,000
Each Occurrence $1,000,000

Commercial Automobile Liability of $1,000,000 minimum combined single limit (SCL) each occurrence, to include either "ANY AUTO" or "SCHEDULED, HIRED, OWNED, NON-OWNED AUTOS"

Professional Liability (Errors and Omissions Liability)
Each Claim $1,000,000
Annual Aggregate $2,000,000

In the event that the professional liability insurance required by this contract is written on a claims-made basis, BMRSWMD warrants that any retroactive date under the policy shall precede the effective date of this contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

Workers' Compensation coverage for all employees which meets the UTP1 statutory benefits; including Employers Liability with minimum limits of $500,000 each accident, $500,000 each employee/disease, $1,000,000 policy limit/disease. Additional insured is not required.

Certificate Holder: The UTP1 shall be named as the certificate holder.

Additional Insured: The certificate shall name the UTP1, the UTP1 Board, and the State of Arkansas as additional insured.

Primary Coverage: The following statement shall be included - "The coverage afforded under this certificate shall be primary and any insurance carried by the UTP1, the UTP1 Board, or the State of Arkansas shall be excess and not contributory insurance to that provided by the named insured."

Waiver of Subrogation:

Policy shall contain a waiver of subrogation against the UTP1, its agencies, boards, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

The following statement shall be included:

Coverage afforded under these policies will not be canceled, terminated, or materially altered until 30 days prior written notice has been given to the UTP1.

Liens:

All goods delivered, services provided, and labor performed under this Contract shall be free of all liens and, if the UTP1 requests, a formal release of all liens shall be delivered to the UTP1.

Sales and Use Tax:

The BMRSWMD shall comply with and require all of his subcontractors to comply with all the provisions of the applicable state and sales excise tax law and compensation use tax law and all amendments to same. The UTP1 is not exempt from state sales excise tax and compensation use tax.

Changes:

Within the limits allowed by law, BMRSWMD agrees that the UTP1 may order additional services, or make changes by altering, adding to, or deducting from the proposed services, the Contract sum being adjusted accordingly, and BMRSWMD shall enter into a modification of the Contract to reflect said changes.

Installment Payment Contract:

The UTP1 is precluded from entering into an installment contract unless such contract can be canceled for non-allocation of funds at the end of any fiscal year, at no penalty to the UTP1. If funds shall not be allocated for this Contract for periodic payment in any future annual fiscal period, following the UTP1's formal request for funds, the UTP1 shall not be obligated to pay the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then current fiscal year. UTP1 agrees to notify the BMRSWMD of such non-allocation at the earliest possible time. No penalty shall accrue to the UTP1 in the event this provision shall be exercised. This provision shall not be construed so as to permit the UTP1 to terminate this Contract in order to acquire similar goods and/or services from another party.

Price Adjustment:

Price changes shall only be considered at the end of one Contract period and the beginning of another. Price change requests shall be submitted at least ninety (90) days prior to the end of a contract period. Price change requests shall be supported by evidence of increased costs to BMRSWMD. The UTP1 shall not approve price increases that shall merely increase the gross profitability of the BMRSWMD at the expense of the UTP1. Price change requests shall be a factor in the Contract extension review process. The UTP1 shall determine whether the requested price increase or an alternate option shall be in the best interest of the UTP1.

Payment:

The UTP1's obligation shall be payable only and solely from funds appropriated for the purpose of the Contract.

Personnel:

BMRSWMD shall guarantee that personnel assigned to this program shall be properly trained.

Independent Contractor:

It shall be understood that BMRSWMD shall operate as an Independent Contractor, not as an employee or agent of the UTP1.

Non-exclusive Contract:

The contract contemplated herein shall not form an exclusive contract for services for either the BMRSWMD or the UTP1.

Advertising/Publishing:

BMRSWMD shall not advertise or publish, without the UTP1's prior consent, the fact that the UTP1 had entered into this Contract, except to the extent necessary to comply with proper request for information provided by appropriate statutes.

SCOPE OF WORK

BMRSWMD Shall:

1. Serve as Operator for the following counties in Arkansas: Baxter, Benton, Boone, Carroll, Madison, Marion, Newton, Searcy, and Washington.
2. BMRSWMD shall establish and maintain at minimum one (1) used tire collection center in each county.
3. Each tire collection center must provide for collection of used tires from the general public as well as all other tire generators including tire retailers and tire transporters.
4. Each tire collection center must be staffed during hours of operation.
5. Tire collection center staff must:
    a. provide professional, courteous service to anyone seeking to deliver used tires to the tire collection center and proactively inform customers of applicable rules;
    b. properly identify tires by size and/or category, accurately count and document all tires received;
    c. accurately complete required paperwork related to collection of tires and shipment of tires;
    d. collect fees for tire disposal as required by the Board;
    e. secure and submit required paperwork and fees to the UTP1 Administrator based upon a schedule established by the Board;
    f. properly sort and load used tires onto designated transportation equipment as required by BMRSWMD; and
    g. maintain control of the tire collection center site to prevent unauthorized addition or removal of used tires from the site.
6. Each tire collection center must be operated in full compliance with AR Code and AR Pollution Control and Ecology Commission Rule 36.
7. BMRSWMD shall be responsible for providing all collection and storage equipment and supplies including adequate enclosed storage space (such as covered or enclosed trailers) for sorting, accumulation and temporary storage of used tires prior to transport.
8. BMRSWMD may elect to sub-contract with existing tire collection centers, tire retailers, or other entities for the operation of a tire collection center within a county.
9. All costs associated with operation of the tire collection center(s) shall be the sole responsibility of the BMRSWMD.
10. BMRSWMD shall establish and maintain a system for transporting used tires from the tire collection centers to properly permitted tire processors, waste to energy facilities and disposal facilities.
    a. BMRSWMD shall ensure that tires are removed from tire collection centers on a schedule which ensures that adequate covered collection and storage space is continually available at each collection center.
    b. BMRSWMD shall prepare and maintain shipping manifests for each load of tires transported from a tire collection center and shall provide those manifests to the UTP1 Administrator based upon a schedule established by the Board.
    c. BMRSWMD may elect to subcontract with other entities for the transportation of tires collected within UTP1.
    d. All costs associated with transportation of used tires shall be the sole responsibility of the BMRSWMD.
11. BMRSWMD shall establish and maintain a system for processing and recycling or proper disposal of used tires.
    a. BMRSWMD shall identify all facilities to be used by BMRSWMD in managing tires collected within UTP1 and the anticipated percentage of tires to be delivered to each facility. BMRSWMD may elect to sub-contract with other entities for all or some of the processing.

recycling or disposal of tires. BMRSWMD may elect to install primary shredders in strategic locations in cooperation with other entities.

b. BMRSWMD shall maintain processing and disposal records for all tires collected within UTP1 and shall make those records available to the UTP1 Administrator upon request.
c. All costs associated with processing and recycling or disposal of used tires shall be the sole responsibility of the BMRSWMD.

12. BMRSWMD shall assist Administrator with providing information necessary to comply with the Arkansas Legislative Audit every odd-numbered year.

UTP1 shall:

1. Provide permitting for agreed upon collection locations, this shall be the responsibility of the UTP1 Administrator; and
2. Provide timely quarterly reimbursement based upon the following rates for non-fee paid tires disposed of by BMRSWMD.

County	Passenger Tire	Large Tire	XL Tire
Baxter	2.96	2.96	25.00
Benton	2.29	2.29	2.29
Boone	2.96	2.96	25.00
Carroll	2.29	2.29	2.29
Madison	2.29	2.29	2.29
Marion	2.96	2.96	25.00
Newton	2.96	2.96	25.00
Searcy	2.96	2.96	25.00
Washington	2.29	2.29	2.29

Compliance with Applicable Laws:

The parties of this Contract agree that the laws of the State of Arkansas shall govern the validity, construction, interpretation, and all matters pertaining to this contract. The parties hereto specifically agree to submit to the exclusive jurisdiction of and venue in the circuit court of Washington County, Arkansas and the federal district court of the Western District of Arkansas for any matters, issues, interpretation, applicable law, litigation or other dispute related to this contract.

Provisions Found to be Invalid:

If any Provision of this Contract is held to be unenforceable for any reason by a court of competent jurisdiction, such holding shall not affect the remaining parts of this Contract, which shall remain in full force and effect.

Binding Effect:

The provisions, covenants, and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representative effective the date set forth.

UTP1 Accountability Board

Jimmy Hart, Chair

Date: 6-10-2024

Boston Mountain Regional Solid Waste Management District

Doug Sprouse, Chair

Date: 8/12/24

ARKANSAS
USED TIRE PROGRAM 1

CONTRACT FOR SERVICE: PROGRAM OPERATOR

BACKGROUND:

The Arkansas Used Tire Program One (UTP1) was formed by Act 713 of 2023. This program is comprised of the counties: Baxter, Benton, Boone, Carroll, Crawford, Conway, Franklin, Johnson, Logan, Madison, Marion, Newton, Perry, Pope, Searcy, Scott, Sebastian, Van Buren, Washington, and Yell. Pursuant to Act 713, six existing used tire programs – formerly operated by Regional Solid Waste Management District's – have been consolidated into the newly created UTP1. UTP1 is organized per Ark. Code Ann. § 8-9-410 for the purpose of providing efficient collection, transportation, and processing of used tires.

The tire accountability program for UTP1 must be in operated in full compliance with all State, Federal, and Local laws, specifically the Arkansas Used Tire Recycling and Accountability Act, Arkansas Pollution Control and Ecology Commission Rule Number 36, Act 713 of 2023, and the Bylaws of the UTP1 Accountability Board.

THIS AGREEMENT (the "Agreement") is made and entered into effective April 1, 2024 by and between Used Tire Program 1 (hereinafter referred to as UTP1) and West River Valley Regional Solid Waste Management District (hereinafter referred to as WRVRSWMD), on the terms and conditions set forth below.

Used Tire Program			**Tire Program WRVRSWMD**	
UTP1:	Used Tire Program 1, Arkansas		WRVRSWMD:	West River Valley Regional Solid Waste Management District
Address:	2910 W. Commercial Street		Address:	24087 Highway 164
	Ozark, AR 72949			Clarksville, AR 72830
Telephone:			Telephone	479-754-7475
Email:	Rhall@CityofOzarkAR.com		Email:	jsparrow@greensourcerecycling.org

TERMS AND CONDITIONS

Term:

The initial term of this contract will be for one (1) year. The contract may be renewed for up to four (4) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of five (5) consecutive years. Written notice regarding options to renew must be in writing and served upon the other party at least three (3) months prior to the termination of the running term.

Specified Term:

The agreement between the parties ends at the end of the term stated in the agreement and UTP1 shall have no obligation upon such termination related to a right of first refusal.

Amendments to this Contract:

No modification or amendment of this Contract shell be effective unless it is in writing, approved by the governing bodies of both parties, and signed by the authorized representatives of UTP1 and WRVRSWMD. A completed signed amendment is to be fasted to the original contract, with signed copies retained by the parties. Consent to amendment or modification shall not be unreasonably withheld by either party.

Remedies and Applicable Law:

This Contract shall be governed by and construed in accordance with the laws of the State of Arkansas. The UTP1 and WRVRSWMD shall have all remedies afforded by said law.

Interpretation-Parol Evidence:

This writing shall be intended by the parties as a final expression of their Contract and shall be intended also as a complete and exclusive statement of the terms of their Contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Contract, the definition contained in the Code is to control.

Equal Opportunity Clause:

The provisions of Section 202 Executive Order 11246.41, C.F.R. §60- 1.4.41, C.F.R. §60-250.4 and 41, and C.F.R. §60-741.4 shall be incorporated herein by reference and shall be applicable to this Contract unless this Contract is exempted under the rules, regulations or orders of the Secretary of Labor.

Non-Discrimination:

During the performance of this Contract, the WRVRSWMD agrees not to discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin, or because he or she has a physical or mental handicap, or because he or she is a disabled veteran or a veteran. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

Labor Disputes:

WRVRSWMD shall give prompt notice to the UTP1 of any actual or potential labor dispute which delays or may delay performance of this Contract.

Force Majeure:

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Contract are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

No Waiver:

No waiver by the UTP1 of any breach of the provisions of this Contract by the WRVRSWMD shall in any way be construed to be a waiver of any future breach or bar the UTP1's right to insist on strict performance of the provisions of the Contract.

Modifications:

This Contract shall be modified or rescinded, following approval by the UTP1 Board, only by a writing signed by both parties or their duly authorized agents.

Assignment-Delegation:

No right or interest in this Contract shall be assigned or delegation of any obligation made by WRVRSWMD without the written permission of the UTP1. Any attempted assignment or delegation by WRVRSWMD shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Assignment of Anti-Trust Overcharge Claims:

The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, WRVRSWMD hereby assigns to the UTP1 any and all claims for such overcharges.

Cancellation for Lack of Funding:

This Contract may be terminated without any further obligation on the part of the UTP1 in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The WRVRSWMD shall be notified in writing of such non-appropriation at the earliest opportunity.

Cancellation of Contract:

This Contract may be canceled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the UTP1 shall, at any time while the Contract or any extension of the Contract shall be in effect, be an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

Termination:

The UTP1 may, by written notice stating the extent and effective date, terminate this Contract for convenience in whole or in part, at any time. The UTP1 shall pay the WRVRSWMD as full compensation for performance until such termination the unit or pro rata Contract price for

the delivered and accepted portion; with respect to the undelivered or unacceptable portion of this Contract, provided compensation hereunder shall in no event exceed the total Contract price.

Termination for Default:

In the event that the WRVRSWMD shall fail to maintain or keep in force any of the terms and conditions of this Contract, the UTP1 may notify the WRVRSWMD in writing of such failure and demand that the same be remedied within ten (10) days. Should the WRVRSWMD fail to remedy the same within said period, the UTP1 shall then have the right to terminate this Contract. Accrued damages shall be deducted from WRVRSWMDs delivered or accepted portions.

Insolvency:

The UTP1 shall have the right to terminate this Contract at any time in the event the WRVRSWMD files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against the WRVRSWMD and not discharged within thirty (30) days; or if the WRVRSWMD becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for the WRVRSWMD or its business.

Inspection and Audit:

All books, accounts, reports, files, and other records relating to this Contract shall remain the sole property of the UTP1 and shall be subject at all reasonable times to inspection and audit by the UTP1, or the Auditor General of the State of Arkansas, or their agents for five (5) years after completion of this Contract. Such records shall be produced at the UTP1 Office, or such other location as designated by the UTP1, upon reasonable notice to the Contracting party.

Insurance Requirements:

WRVRSWMD shall provide the UTP1 with a Certificate of Insurance prior to the commencement of services/contract. The Certificate of Insurance shall be from an insurance carrier lawfully authorized to do business in the state of Arkansas, and rated at least an A-, VII (7) in the current AM BEST KEY RATING GUIDE. The Certificate shall include the following minimum insurance coverage:

Commercial General Liability of $1,000,000 minimum combined single limit (SCL) each occurrence and $2,000,000 general aggregate, to include the following: Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.
General Aggregate $2,000,000
Products - Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Blanket Contractual Liability - Written and Oral $1,000,000
Fire Legal Liability $ 50,000
Each Occurrence $1,000,000

Commercial Automobile Liability of $1,000,000 minimum combined single limit (SCL) each occurrence, to include either "ANY AUTO" or "SCHEDULED, HIRED, OWNED, NON-OWNED AUTOS".

Professional Liability (Errors and Omissions Liability)
Each Claim $1,000,000

Annual Aggregate $2,000,000
In the event that the professional liability insurance required by this contract is written on a claims-made basis, WRVRSWMD warrants that any retroactive date under the policy shall precede the effective date of this contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

Workers' Compensation coverage for all employees which meets the UTP1 statutory benefits; including Employers Liability with minimum limits of $500,000 each accident, $500,000 each employee/disease, $1,000,000 policy limit/disease. Additional insured is not required.

Certificate Holder: The UTP1 shall be named as the certificate holder.

Additional Insured: The certificate shall name the UTP1, the UTP1 Board, and the State of Arkansas as additional insured.

Primary Coverage: The following statement shall be included - "The coverage afforded under this certificate shall be primary and any insurance carried by the UTP1, the UTP1 Board, or the State of Arkansas shall be excess and not contributory insurance to that provided by the named insured."

Waiver of Subrogation:

Policy shall contain a waiver of subrogation against the UTP1, its agencies, boards, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

The following statement shall be included:

Coverage afforded under these policies will not be canceled, terminated, or materially altered until 30 days prior written notice has been given to the UTP1.

Liens:

All goods delivered, services provided, and labor performed under this Contract shall be free of all liens and, if the UTP1 requests, a formal release of all liens shall be delivered to the UTP1.

Sales and Use Tax:

The WRVRSWMD shall comply with and require all of his subcontractors to comply with all the provisions of the applicable state and sales excise tax law and compensation use tax law and all amendments to same. The UTP1 is not exempt from state sales excise tax and compensation use tax.

Changes:

Within the limits allowed by law, WRVRSWMD agrees that the UTP1 may order additional services, or make changes by altering, adding to, or deducting from the proposed services, the Contract sum

being adjusted accordingly, and WRVRSWMD shall enter into a modification of the Contract to reflect said changes.

Installment Payment Contract:

The UTP1 is precluded from entering into an installment contract unless such contract can be canceled for non-allocation of funds at the end of any fiscal year, at no penalty to the UTP1. If funds shall not be allocated for this Contract for periodic payment in any future annual fiscal period, following the UTP1's formal request for funds, the UTP1 shall not be obligated to pay the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then current fiscal year. UTP1 agrees to notify the WRVRSWMD of such non-allocation at the earliest possible time. No penalty shall accrue to the UTP1 in the event this provision shall be exercised. This provision shall not be construed so as to permit the UTP1 to terminate this Contract in order to acquire similar goods and/or services from another party.

Price Adjustment:

Price changes shall only be considered at the end of one Contract period and the beginning of another. Price change requests shall be submitted at least ninety (90) days prior to the end of a contract period. Price change requests shall be supported by evidence of increased costs to WRVRSWMD. The UTP1 shall not approve price increases that shall merely increase the gross profitability of the WRVRSWMD at the expense of the UTP1. Price change requests shall be a factor in the Contract extension review process. The UTP1 shall determine whether the requested price increase or an alternate option shall be in the best interest of the UTP1.

Payment:

The UTP1's obligation shall be payable only and solely from funds appropriated for the purpose of the Contract.

Personnel:

WRVRSWMD shall guarantee that personnel assigned to this program shall be properly trained.

Independent Contractor:

It shall be understood that WRVRSWMD shall operate as an Independent Contractor, not as an employee or agent of the UTP1.

Non-exclusive Contract:

The contract contemplated herein shall not form an exclusive contract for services for either the WRVRSWMD or the UTP1.

Advertising/Publishing:

WRVRSWMD shall not advertise or publish, without the UTP1's prior consent, the fact that the UTP1 had entered into this Contract, except to the extent necessary to comply with proper request for information provided by appropriate statutes.

SCOPE OF WORK

WRVRSWMD Shall:

1. Serve as Operator for the following counties in Arkansas: Conway, Crawford, Franklin, Johnson, Logan, Perry, Pope, Sebastian, Scott, Van Buren, and Yell.
2. WRVRSWMD shall establish and maintain at minimum one (1) used tire collection center in each county.
3. Each tire collection center must provide for collection of used tires from the general public as well as all other tire generators including tire retailers and tire transporters.
4. Each tire collection center must be staffed during hours of operation.
5. Tire collection center staff must:
    a. provide professional, courteous service to anyone seeking to deliver used tires to the tire collection center and proactively inform customers of applicable rules;
    b. properly identify tires by size and/or category, accurately count and document all tires received;
    c. accurately complete required paperwork related to collection of tires and shipment of tires;
    d. collect fees for tire disposal as required by the Board;
    e. secure and submit required paperwork and fees to the UTP1 Administrator based upon a schedule established by the Board;
    f. properly sort and load used tires onto designated transportation equipment as required by WRVRSWMD; and
    g. maintain control of the tire collection center site to prevent unauthorized addition or removal of used tires from the site.
6. Each tire collection center must be operated in full compliance with AR Code and AR Pollution Control and Ecology Commission Rule 36.
7. WRVRSWMD shall be responsible for providing all collection and storage equipment and supplies including adequate enclosed storage space (such as covered or enclosed trailers) for sorting, accumulation and temporary storage of used tires prior to transport.
8. WRVRSWMD may elect to sub-contract with existing tire collection centers, tire retailers, or other entities for the operation of a tire collection center within a county.
9. All costs associated with operation of the tire collection center(s) shall be the sole responsibility of the WRVRSWMD.
10. WRVRSWMD shall establish and maintain a system for transporting used tires from the tire collection centers to properly permitted tire processors, waste to energy facilities and disposal facilities.
    a. WRVRSWMD shall ensure that tires are removed from tire collection centers on a schedule which ensures that adequate covered collection and storage space is continually available at each collection center.
    b. WRVRSWMD shall prepare and maintain shipping manifests for each load of tires transported from a tire collection center and shall provide those manifests to the UTP1 Administrator based upon a schedule established by the Board.
    c. WRVRSWMD may elect to subcontract with other entities for the transportation of tires collected within UTP1.
    d. All costs associated with transportation of used tires shall be the sole responsibility of the WRVRSWMD.
11. WRVRSWMD shall establish and maintain a system for processing and recycling or proper disposal of used tires.
    a. WRVRSWMD shall identify all facilities to be used by WRVRSWMD in managing tires collected within UTP1 and the anticipated percentage of tires to be delivered to each

facility. WRVRSWMD may elect to sub-contract with other entities for all or some of the processing, recycling or disposal of tires. WRVRSWMD may elect to install primary shredders in strategic locations in cooperation with other entities.

b. WRVRSWMD shall maintain processing and disposal records for all tires collected within UTP1 and shall make those records available to the UTP1 Administrator upon request.
c. All costs associated with processing and recycling or disposal of used tires shall be the sole responsibility of the WRVRSWMD.

12. WRVRSWMD shall assist Administrator with providing information necessary to comply with the Arkansas Legislative Audit every odd-numbered year.

UTP1 shall:

1. Provide permitting for agreed upon collection locations, this shall be the responsibility of the UTP1 Administrator; and
2. Provide timely quarterly reimbursement based upon the following rates for non-fee paid tires disposed of by WRVRSWMD:

County	Passenger Tire	Large Tire	XL Tire
Conway	2.98	5.00	20.00
Crawford	2.98	5.00	20.00
Franklin	2.98	5.00	20.00
Johnson	2.98	5.00	20.00
Logan	2.98	5.00	20.00
Perry	2.98	5.00	20.00
Pope	2.98	5.00	20.00
Scott	2.98	5.00	20.00
Sebastian	2.98	5.00	20.00
Scott	2.98	5.00	20.00
Van Buren	2.98	5.00	20.00
Yell	2.98	5.00	20.00

Compliance with Applicable Laws:

The parties of this Contract agree that the laws of the State of Arkansas shall govern the validity, construction, interpretation, and all matters pertaining to this contract. The parties hereto specifically agree to submit to the exclusive jurisdiction of and venue in the circuit court of Washington County, Arkansas and the federal district court of the Western District of Arkansas for any matters, issues, interpretation, applicable law, litigation or other dispute related to this contract.

Provisions Found to be Invalid:

If any Provision of this Contract is held to be unenforceable for any reason by a court of competent jurisdiction, such holding shall not affect the remaining parts of this Contract, which shall remain in full force and effect.

Binding Effect:

The provisions, covenants, and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representative effective the date set forth.

UTP1 Accountability Board

Judge Dale James, Vice Chair

Date: 6/11/24

West River Valley Regional Solid Waste Management District

Jimmy Hart, Chair

Date: 6-11-2024

May 7, 2026

West River Valley Regional Solid Waste Management District
24087 Highway 164
Clarksville, Arkansas

Re: Request for Contract Modification

Dear Judge Hart,

In response to recent changes in legislation the Used Tire Program One (UTP1) respectfully requests an adjustment to our current contract with West River Valley Regional Solid Waste Management District ("Operator") to update the reimbursement rate for eligible tire reimbursements.

Specifically, the Program requests that the contract be amended to change the reimbursement rate for **all fee waived tires** to **$2.14 per tire.** This change would apply uniformly across all tire categories currently reimbursed under the contract.

If acceptable, please sign the included contract amendment (or other written confirmation acceptable under the contract) reflecting the updated reimbursement rate. The Program requests an effective date of **July 1, 2026.**

Please let us know if you need any additional information to process this request. We appreciate your continued partnership and support of the Program.

Sincerely,

Judge Dale James
Vice Chair
Used Tire Program One Accountability Board

Enclosure

Acceptance of Amendment

Contract for Service: Program Operator

West River Valley Regional Solid Waste Management District

Effective Date: July 1, 2026

1. **The Parties**
   This Amendment is made between **Used Tire Program One** and **West River Valley Regional Solid Waste Management District** (the "Parties").

2. **Background**
   The Parties entered into an agreement titled Contract for Service: Program Operator dated **June 11, 2024** (the "Original Agreement"). The Parties now wish to modify certain terms as set forth below.

3. **Modifications**
   Effective as of the date above, the Original Agreement is modified as follows:

   - **Page 7, Scope of Work, 2.:** ~~WRVRSWMD shall establish and maintain at minimum one (1) used tire collection center in each county.~~
   - **Page 8, UTP1 Shall, 2.** is hereby to read: "All fee waived tires will be reimbursed at a rate of $2.14 per tire."

4. **No Other Changes**
   Except as specifically modified by this Amendment, all other terms and conditions of the Original Agreement remain in full force and effect.

UTP1 Accountability Board

Judge Dale James, Vice Chair

Date: 5-12-26

West River Valley Regional Solid Waste Management District

Judge Jimmy Hart, Chair

Date: 5/13/26

Boston Mountain Solid Waste District
Profit & Loss Detail
January through December 2025

	Type	Date	Num	Name	Memo	Class	Debit	Credit	Balance
Ordinary Income/Expense									
Income									
4000 · Grant Income									
	General Journal	01/01/2025	PCA-AJE 10		VOID: To remove UTP1 Activity from Boston Moun	UTP1	0.00		0.00
	Sales Receipt	02/05/2025	2025-02146	ADEQ*	4Q 2024 Tire management reimbursement	UTP1		839,533.74	839,533.74
	Sales Receipt	05/12/2025	2025-09532	ADEQ*	1Q2025 Reimbursement	UTP1		736,815.24	1,576,348.98
	Sales Receipt	07/31/2025	2025-17039	ADEQ*	Tire management reimbursement- 2Q2025	UTP1		894,171.24	2,470,520.22
	Sales Receipt	11/05/2025	2025-25785	ADEQ*	3Q 2025 Tire management reimbursement	UTP1		887,995.44	3,358,515.66
Total 4000 · Grant Income							0.00	3,358,515.66	3,358,515.66
Total Income							0.00	3,358,515.66	3,358,515.66
Gross Profit							0.00	3,358,515.66	3,358,515.66
Expense									
5200 · Office & Admin									
5224 · Service Contracts									
	General Journal	01/01/2025	PCA-AJE 10		To remove UTP1 Activity from Boston Mountain bo	UTP1	0.00		0.00
	Bill	02/05/2025	4Q2024	Boston Mountain Solid Waste	4Q2024 UTP Admin Fees	UTP1	51,849.15		51,849.15
	Bill	02/05/2025	4Q2024	Boston Mountain Solid Waste	4Q2024 UTP Tire Operator Reimbursement	UTP1	527,110.95		578,960.10
	Bill	02/05/2025	4Q2024	West River Valley	4Q2024 UTP Tire Operator Reimbursement	UTP1	246,565.52		825,525.62
	Bill	05/12/2025	1Q2025	West River Valley	1Q 2025 Reimbursement	UTP1	246,810.60		1,072,336.22
	Bill	05/12/2025	1Q2025	Boston Mountain Solid Waste	1 Q 2025 Reimbursement	UTP1	443,267.02		1,515,603.24
	Bill	05/12/2025	1 Q 2025	Boston Mountain Solid Waste	1 Q 2025 Admin Reimbursement	UTP1	45,395.95		1,560,999.19
	Bill	07/31/2025	2Q2025	Boston Mountain Solid Waste	2Q2025 Admin Reimbursement	UTP1	54,969.84		1,615,969.03
	Bill	07/31/2025	2Q2025	Boston Mountain Solid Waste	2Q2025 Operator Reimbursment	UTP1	563,300.08		2,179,269.11
	Bill	07/31/2025	2Q2025	West River Valley	2Q2025 Operator Reimbursement	UTP1	275,100.86		2,454,369.97
	Bill	11/05/2025	3Q2025	West River Valley	3Q2025 Operator Contract Reimbursement	UTP1	311,333.10		2,765,703.07
	Bill	11/05/2025	3Q2025	Boston Mountain Solid Waste	3Q2025 Operator Contract Reimbursement	UTP1	538,936.23		3,304,639.30
	Bill	11/05/2025	3Q2025	Boston Mountain Solid Waste	3Q2025 Admin Contract Reimbursement	UTP1	54,587.00		3,359,226.30
Total 5224 · Service Contracts							3,359,226.30	0.00	3,359,226.30
Total 5200 · Office & Admin							3,359,226.30	0.00	3,359,226.30
Total Expense							3,359,226.30	0.00	3,359,226.30
Net Ordinary Income							3,359,226.30	3,358,515.66	-710.64
Net Income							**3,359,226.30**	**3,358,515.66**	**-710.64**

ARKANSAS
USED TIRE PROGRAM 1

CONTRACT FOR SERVICE: PROGRAM ADMINISTRATOR

BACKGROUND:

The Arkansas Used Tire Program One (UTP1) was formed by Act 713 of 2023. This program is comprised of the counties: Baxter, Benton, Boone, Carroll, Crawford, Conway, Franklin, Johnson, Logan, Madison, Marion, Newton, Perry, Pope, Searcy, Scott, Sebastian, Van Buren, Washington, and Yell. Pursuant to Act 713, six existing used tire programs – formerly operated by Regional Solid Waste Management District's – have been consolidated into the newly created UTP1. UTP1 is organized per Ark. Code Ann. § 8-9-410 for the purpose of providing efficient collection, transportation, and processing of used tires.

THIS AGREEMENT (the "Agreement") is made and entered into effective April 1, 2024 by and between Used Tire Program 1 (hereinafter referred to as UTP1) and Boston Mountain Regional Solid Waste Management District (hereinafter referred to as BMRSWMD), on the terms and conditions set forth below.

Used Tire Program			**Tire Program BMRSWMD**	
UTP1:	Used Tire Program 1, Arkansas		BMRSWMD:	Boston Mountain Regional Solid Waste Management District
Address:	2910 W. Commercial Street		Address:	PO Box 228 // 11398 Bond Rd
	Ozark, AR 72949			Prairie Grove, AR 72753
Telephone:			Telephone	479-846-3005
Email:	Rhall@CityofOzarkAR.com		Email:	reed@bmswd.com

TERMS AND CONDITIONS

Term:

The initial term of this contract will be for one (1) year. Upon mutual agreement by the BMRSWMD listed above and the UTP1 Board, the contract may be renewed for up to five (4) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of five (5) consecutive years. Written notice regarding options to renew must be in writing and served upon the other party at least three (3) months prior to the termination of the running term.

Specified Term:

The agreement between the parties ends at the end of the term stated in the agreement and UTP1 shall have no obligation upon such termination related to a right of first refusal.

Amendments to this Contract:

No modification or amendment of this Contract shell be effective unless it is in writing, approved by the governing bodies of both parties, and signed by the authorized representatives of UTP1 and BMRSWMD. A completed signed amendment is to be fasted to the original contract, with signed copies retained by the parties. Consent to amendment or modification shall not be unreasonably withheld by either party.

Remedies and Applicable Law:

This Contract shall be governed by and construed in accordance with the laws of the State of Arkansas. The UTP1 and BMRSWMD shall have all remedies afforded by said law.

Interpretation-Parol Evidence:

This writing shall be intended by the parties as a final expression of their Contract and shall be intended also as a complete and exclusive statement of the terms of their Contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Contract, the definition contained in the Code is to control.

Equal Opportunity Clause:

The provisions of Section 202 Executive Order 11246.41, C.F.R. §60- 1.4.41, C.F.R. §60-250.4 and 41, and C.F.R. §60-741.4 shall be incorporated herein by reference and shall be applicable to this Contract unless this Contract is exempted under the rules, regulations or orders of the Secretary of Labor.

Non-Discrimination:

During the performance of this Contract, the BMRSWMD agrees not to discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin, or because he or she has a physical or mental handicap, or because he or she is a disabled veteran or a veteran. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

Labor Disputes:

BMRSWMD shall give prompt notice to the UTP1 of any actual or potential labor dispute which delays or may delay performance of this Contract.

Force Majeure:

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Contract are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

No Waiver:

No waiver by the UTP1 of any breach of the provisions of this Contract by the BMRSWMD shall in any way be construed to be a waiver of any future breach or bar the UTP1's right to insist on strict performance of the provisions of the Contract.

Modifications:

This Contract shall be modified or rescinded, following approval by the UTP1 Board, only by a writing signed by both parties or their duly authorized agents.

Assignment-Delegation:

No right or interest in this Contract shall be assigned or delegation of any obligation made by BMRSWMD without the written permission of the UTP1. Any attempted assignment or delegation by BMRSWMD shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Assignment of Anti-Trust Overcharge Claims:

The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, BMRSWMD hereby assigns to the UTP1 any and all claims for such overcharges.

Cancellation for Lack of Funding:

This Contract may be terminated without any further obligation on the part of the UTP1 in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The BMRSWMD shall be notified in writing of such non-appropriation at the earliest opportunity.

Cancellation of Contract:

This Contract may be canceled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the UTP1 shall, at any time while the Contract or any extension of the Contract shall be in effect, be an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

Termination:

The UTP1 may, by written notice stating the extent and effective date, terminate this Contract for convenience in whole or in part, at any time. The UTP1 shall pay the BMRSWMD as full compensation for performance until such termination the unit or pro rata Contract price for the delivered and accepted portion; with respect to the undelivered or unacceptable portion of this Contract, provided compensation hereunder shall in no event exceed the total Contract price.

Termination for Default:

In the event that the BMRSWMD shall fail to maintain or keep in force any of the terms and conditions of this Contract, the UTP1 may notify the BMRSWMD in writing of such failure and demand that the same be remedied within ten (10) days. Should the BMRSWMD fail to remedy the same within said

period, the UTP1 shall then have the right to terminate this Contract. Accrued damages shall be deducted from BMRSWMDs delivered or accepted portions.

Insolvency:

The UTP1 shall have the right to terminate this Contract at any time in the event the BMRSWMD files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against the BMRSWMD and not discharged within thirty (30) days; or if the BMRSWMD becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for the BMRSWMD or its business.

Inspection and Audit:

All books, accounts, reports, files, and other records relating to this Contract shall remain the sole property of the UTP1 and shall be subject at all reasonable times to inspection and audit by the UTP1, or the Auditor General of the State of Arkansas, or their agents for five (5) years after completion of this Contract. Such records shall be produced at the UTP1 Office, or such other location as designated by the UTP1, upon reasonable notice to the Contracting party.

Insurance Requirements:

BMRSWMD shall provide the UTP1 with a Certificate of Insurance prior to the commencement of services/contract. The Certificate of Insurance shall be from an insurance carrier lawfully authorized to do business in the state of Arkansas, and rated at least an A-, VII (7) in the current AM BEST KEY RATING GUIDE. The Certificate shall include the following minimum insurance coverage:

Commercial General Liability of $1,000,000 minimum combined single limit (SCL) each occurrence and $2,000,000 general aggregate, to include the following: Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products - Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability - Written and Oral	$1,000,000
Fire Legal Liability	$ 50,000
Each Occurrence	$1,000,000

Commercial Automobile Liability of $1,000,000 minimum combined single limit (SCL) each occurrence, to include either “ANY AUTO” or “SCHEDULED, HIRED, OWNED, NON-OWNED AUTOS”.

Professional Liability (Errors and Omissions Liability)

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

In the event that the professional liability insurance required by this contract is written on a claims-made basis, BMRSWMD warrants that any retroactive date under the policy shall precede the effective date of this contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

Workers' Compensation coverage for all employees which meets the UTP1 statutory benefits; including Employers Liability with minimum limits of $500,000 each accident, $500,000 each employee/disease, $1,000,000 policy limit/disease. Additional insured is not required.

Certificate Holder: The UTP1 shall be named as the certificate holder.

Additional Insured: The certificate shall name the UTP1, the UTP1 Board, and the State of Arkansas as additional insured.

Primary Coverage: The following statement shall be included - "The coverage afforded under this certificate shall be primary and any insurance carried by the UTP1, the UTP1 Board, or the State of Arkansas shall be excess and not contributory insurance to that provided by the named insured."

Waiver of Subrogation:

Policy shall contain a waiver of subrogation against the UTP1, its agencies, boards, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

The following statement shall be included:

Coverage afforded under these policies will not be canceled, terminated, or materially altered until 30 days prior written notice has been given to the UTP1.

Liens:

All goods delivered, services provided, and labor performed under this Contract shall be free of all liens and, if the UTP1 requests, a formal release of all liens shall be delivered to the UTP1.

Sales and Use Tax:

The BMRSWMD shall comply with and require all of his subcontractors to comply with all the provisions of the applicable state and sales excise tax law and compensation use tax law and all amendments to same. The UTP1 is not exempt from state sales excise tax and compensation use tax.

Changes:

Within the limits allowed by law, BMRSWMD agrees that the UTP1 may order additional services, or make changes by altering, adding to, or deducting from the proposed services, the Contract sum being adjusted accordingly, and BMRSWMD shall enter into a modification of the Contract to reflect said changes.

Installment Payment Contract:

The UTP1 is precluded from entering into an installment contract unless such contract can be canceled for non-allocation of funds at the end of any fiscal year, at no penalty to the UTP1. If funds shall not be

allocated for this Contract for periodic payment in any future annual fiscal period, following the UTP1's formal request for funds, the UTP1 shall not be obligated to pay the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then current fiscal year. UTP1 agrees to notify the BMRSWMD of such non-allocation at the earliest possible time. No penalty shall accrue to the UTP1 in the event this provision shall be exercised. This provision shall not be construed so as to permit the UTP1 to terminate this Contract in order to acquire similar goods and/or services from another party.

Price Adjustment:

Price changes shall only be considered at the end of one Contract period and the beginning of another. Price change requests shall be submitted at least ninety (90) days prior to the end of a contract period. Price change requests shall be supported by evidence of increased costs to BMRSWMD. The UTP1 shall not approve price increases that shall merely increase the gross profitability of the BMRSWMD at the expense of the UTP1. Price change requests shall be a factor in the Contract extension review process. The UTP1 shall determine whether the requested price increase or an alternate option shall be in the best interest of the UTP1.

Payment:

The UTP1's obligation shall be payable only and solely from funds appropriated for the purpose of the Contract.

Personnel:

BMRSWMD shall guarantee that personnel assigned to this program shall be properly trained.

Independent Contractor:

It shall be understood that BMRSWMD shall operate as an Independent Contractor, not as an employee or agent of the UTP1.

Non-exclusive Contract:

The contract contemplated herein shall not form an exclusive contract for services for either the BMRSWMD or the UTP1.

Advertising/Publishing:

BMRSWMD shall not advertise or publish, without the UTP1's prior consent, the fact that the UTP1 had entered into this Contract, except to the extent necessary to comply with proper request for information provided by appropriate statutes.

SCOPE OF WORK

BMRSWMD will complete all administrative functions of the UTP1 under the oversight of the UTP1 Accountability Board, including, but not limited to, the following:

BMRSWMD Shall:

1. Administer contracts for operation of UTP1 tire services. Develop on-going accountability measures and maintain detailed documentation of performance for each contractor. Oversee, audit and inspect program operations; ensure required functions are completed in a timely manner and in compliance with Board policies and procedures; and prepare and submit reports.
2. Establish an administrative office for UTP1. Provide adequate staff to fully perform supervision, coordination, and administration of the used tire program.
3. Provide direct customer service to citizens, vendors, public entities, etc.
4. Establish and maintain complete and accurate financial accounting records for the UTP1; properly complete accounting activities including: accounts payable, accounts receivable, invoicing, preparing and submitting reports, and analyzing data.
5. Establish a system for receipt and entry of all disposal manifests into DEQ electronic portal.
6. Develop and maintain accurate detailed program activity records and reports including detailed records for each tire generator to track tire fee submittals to Arkansas Department of Finance (DFA) and Administration and waste tires collected by UTP1. Invoice and collect fees on tires received by UTP1 in excess of available tire fee submittals. Report generator failure to submit fees to DFA for enforcement action.
7. Obtain and maintain all required permits needed for program; prepare all required permit reports and submit to Board for approval; liaison with DEQ Tire Accountability Program staff to facilitate inspections and other program needs.
8. Prepare and submit annual budgets and business plans to the Board for approval; review and approve all expenditures and monitor revenue collection to ensure that the organization operates within budget guidelines; procure annual financial audit.
9. Plan, develop and implement comprehensive asset management procedures; maintain inventory and control over all Program assets; conduct annual audit of all assets; identify asset replacement/purchase needs, determine funding mechanisms, and facilitate procurement of budgeted assets; identify, obtain declarations, and facilitate the auction of surplus assets.
10. Plan, develop and implement comprehensive record maintenance procedures to ensure organization and maintenance of official records and documents in compliance with federal, state and local regulations.
11. Arrange and facilitate committee, board, and other meetings. Prepare and distribute meeting packets in advance of meetings including agendas and reports, and draft proposals, resolutions, etc.

UTP1 shall:

1. Reimburse BMRSWMD $0.17 per tire processed (disposed/ recycle) by UTP1.

Compliance with Applicable Laws:

The parties of this Contract agree that the laws of the State of Arkansas shall govern the validity, construction, interpretation, and all matters pertaining to this contract. The parties hereto specifically agree to submit to the exclusive jurisdiction of and venue in the circuit court of Washington County, Arkansas and the federal district court of the Western District of Arkansas for any matters, issues, interpretation, applicable law, litigation or other dispute related to this contract.

Provisions Found to be Invalid:

If any Provision of this Contract is held to be unenforceable for any reason by a court of competent jurisdiction, such holding shall not affect the remaining parts of this Contract, which shall remain in full force and effect.

Binding Effect:

The provisions, covenants, and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representative effective the date set forth.

UTP1 Accountability Board	**Boston Mountain Regional Solid Waste Management District**
_____	_____
Jimmy Hart, Chair	Doug Sprouse, Chair
Date: _____	Date: _____

Residental Tire Drop-off Locations

Facility Name	Site Address	Site City	Site Zip	County	Phone Number	Hours	Website
Plumlee Tire	4081 US 62, #1	Mountain Home	72653	Baxter	(870) 424-8473	M-F 8-5	https://www.plumleetire.com/
Benton Co. RSWMD	5702 Brookside Road	Centerton	72713	Benton	(479) 795-0751	T-Sat 8-11 & noon- 3	https://www.bentoncountyrecycles.org/
Benton Co. RSWMD	2307 N Arkansas St	Rogers	72756	Benton	(479) 795-0751	T-Sat 8-11 & noon- 3	https://www.bentoncountyrecycles.org/
Benton Co. RSWMD	1108 E Ashley St	Siloam Springs	72761	Benton	(479) 795-0751	1st & 3rd Sat 8-noon	https://www.bentoncountyrecycles.org/
Worley Tire	804 E. Stephenson Ave.	Harrison	72601	Boone	(479) 478-7231	M-F 7:30-5:30	https://www.worleytire.com/
Carroll County SWA	1106 Industrial Park Drive	Berryville	72616	Carroll	(479) 981-9184	M-F 8-4, Sat 8-noon	https://carrollcountysolidwaste.com/
Madison County TCC	173 Madison 6553	Huntsville	72740	Madison	(479)738-6351	T-F 8-3:50, Sat 8-12:50	https://www.bostonmountain.org/madisoncountyrecycles
Marion County TCC	202 HWY 62 W	Yellville	72687	Marion	(870) 688-3889	M-F 7-4	https://marioncounty.arkansas.gov/Marion-County-Transfer-Recycling
Newton County TCC	Hwy. 7 South	Jasper	72641	Newton	(870) 446-2393	M-F 8-4:30	https://www.omswd.com/newton1
City of Springdale	1809 S. Lowell Road	Springdale	72764	Washington	(479) 750-8114	M, W, F 8-4	https://www.bostonmountain.org/dropoff
Boston Mountain SWD	11398 Bond Road	Prairie Grove	72753	Washington	(479) 846-3005	M-F 7-3, Sat 8-11	https://www.bostonmountain.org/dropoff
Searcy County Recycling	2137 Hwy 27 South	Marshall	72650	Searcy	(870) 448-3001	M-F 7-5:30	https://www.omswd.com/searcy1
Conway County	33 Southern Valley Road	Morrilton	72110	Conway	(501) 208-2994	M-F 8-3	
West River Valley SWD	24087 Hwy. 164	Clarksville		Johnson	(479) 754-7475	M-F 6-2	https://westrivervalleysolidwaste.org/
Logan Co Road Dept TCC	197 Lowder St	Paris	72855	Logan		M-F 7-3:30	
Van Buren County	496 Volunteer Parkway	Clinton	72031	Van Buren	(501) 745-2409	M-F 7-2:45	

Contact the collection center to confirm hours and any requirements for dropping off tires.

UTP1 Fiscal Evaluation- Narrative Summary of response to Act 169

Contractor Reimbursement Rate Change

In response to the change in the reimbursement rate from the State, the UTP Board requested that the operators reduce their reimbursement rate to a flat $2.14 per tire received from tire dealers, free tires, and cleanup tires. It is now up to the contractors to collect the additional funds needed for tire collection, transportation, and disposal. These contract amendments went into effect July 1, 2026.

Tire Disposal Fees

UTP1 adjusted the rates charged to the public and businesses for tires received in excess of the 4 free tires the public is eligible to dispose of for free each month. These rates are listed on the UTP1 Price Sheet.

For tire dealers with a WST number, they are required to submit the TAP-11 each time they bring in tires for disposal. An additional fee of $2.00 per tire for small and large tires is charged. For XL tires, the fee is $275 per ton, with a minimum of $25 per tire charge (effective October 1, 2026).

Fee Collection

These fees are collected or invoiced at the time of disposal at all collection centers.

All funds received are receipted. The customer, TCC, and operator receive a copy of this numbered receipt.

Flow of Funds

All funds received at the TCC's and the corresponding receipts are then submitted to either Boston Mountain SWD or West River Valley SWD. These funds are then receipted into each district's tire program fund. No funds remain with the TCC's. None of the funds received for tire disposal at the TCC's is remitted to the UTP, 100% of the funds are paid to the operators.

UTP1 Public Tire Rates

Effective July 1, 2026

Free tires **Limit 4 used tires, any size, off the rim per month**

- Eligibility:
  - An individual who is a resident of an Arkansas regional solid waste management district
  - No businesses
  - Agricultural businesses are considered individuals for the purpose of this rule
  - Must provide proof of residency, this must be recorded on the free tire sheet

Small/ Passenger Tire **$5.00 each**

- *This includes a tire that has a load rating of "F" or lower and a rim size of 19" or smaller and includes low profile tires*
- *Can included:*
  - *Automobile*
  - *Motorcycle*
  - *All-terrain vehicle*
  - *Lawn mower*
  - *Golf cart*

Large Tire **$10.00 each**

- *A tire with a rim size greater than 19" and a load rating of "F" or higher including without limitation a wide-base or extra-wide single tire*

Extra-Large Tire **$275 per ton, $25 minimum per tire.**

Tires over 250 pounds must be taken to West River Valley SWD (Clarksville) or Boston Mountain SWD (Prairie Grove) locations.

- A tire that due to its size or construction is more difficult to process for recycling or disposal than a large tire. Includes a tire with a load rating of "G" or higher
- *Can include:*
  - *Excavation equipment*
  - *Agricultural and implement tires*
  - *Industrial equipment, including forklift & skid steer tires*
  - *Heavy duty truck used off-road for mining and/or logging*

Rims **$5.00 additional fee per tire**

- This additional fee is due for any tire received on a rim

Not Accepted

- Solid foam-filled tires or tracks *these are considered solid waste*

UTP1 Public Tire Rates

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- *Can included:*
  - *Automobile*
  - *Motorcycle*
  - *All-terrain vehicle*
  - *Lawn mower*
  - *Golf cart*

Large Tire **$10.00 each**

- *A tire with a rim size greater than 19" and a load rating of "F" or higher including without limitation a wide-base or extra-wide single tire*

Extra-Large Tire **$225 per ton, $25 minimum per tire.**

Tires over 250 pounds must be taken to West River Valley SWD (Clarksville) or Boston Mountain SWD (Prairie Grove) locations.

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- *Can include:*
  - *Excavation equipment*
  - *Agricultural and implement tires*
  - *Industrial equipment, including forklift & skid steer tires*
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Not Accepted

- Solid foam-filled tires or tracks *these are considered solid waste*

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**.

1. Section to which the ePortal Submission was Submitted:	Tire Accountability Program
2. Form Name:	Business Plan (TAP-12)
3. Arkansas DEQ Facility Identification Number (AFIN), if available:	UTP-1-Northwest Arkansas Tire Program
4. Facility Name:	Northwest Arkansas Tire Program
5. Facility Physical Address:	11398 Bond Road Prairie Grove, AR 72753

I certify under penalty of law that the ePortal submission with Submission ID# HQP-1K7B-DHQ47 and revision # 2 which was submitted electronically on 9/17/2026 5:00:11 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.

Jimmy Hart (Chair)	Director
typed/printed name of signatory authority	title
signature of signatory authority	date

Business Plan (TAP-12)

version 4.0

(Submission #: HQP-GCS4-TT3RS, version 3)

Details

Submitted	8/24/2026 (65 days ago) by Leslie Kay Morris
Alt ID	UTP-2-Northeast Arkansas Tire Program
Submission ID	HQP-GCS4-TT3RS
Status	Submitted

Form Input

Used Tire Program Overview

Reporting Year
2026

Used Tire Program Identification Number
UTP-2

Used Tire Program (UTP) Name
Northeast Arkansas Tire Program

Used Tire Program Business Address

Address
1501 N. University Avenue, Ste. 770
1800 E. 14th Street (Processing)
LITTLE ROCK, AR 72207

Tire Processing Facility Utilized by the UTP (In-State and Out-of-State)

Tire Processing Facility Name	Processing Facility Address	Processing Facility City	Processing Facility State	Processing Facility Zip Code	State Permit Number
Davis Rubber Co.	1800 E. 14th Street	Little Rock	Arkansas	72202	0030-SWTP

List of Permits Issued to UTP

Permit Type	Permit Number	Permit Expiration Date	Permittee
TPF - Tire Processing Facility	0030	2/13/2028	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	1501 N. University Avenue, Suite 770, Little Rock, AR 72207

Title	First and Last Name	Phone Number	Email	Mailing Address
Mayor	Charles Snapp	870-886-6638	cityhall@cityofwalnutridge.com	300 Main Street, Walnut Ridge, AR 72476
Mayor	Dan Shaw	870-932-0100	dshaw@cityofbono.com	241 E. College Street, Bono, AR 72416
Mayor	Greg Hamby	870-297-3772	greg.hamby@cityofcalicorock.org	265 E. 2nd Street, P. O. Box 370, Calico Rock, AR 72519
Mayor	Joe Harris	870-563-5245	jharris@osceolaar.gov	303 W. Hale, Osceola, AR 72370
Judge	Woody Wheeless	870-739-3200	judgewheeless@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	Rusty McMillon	870-269-6300	cojudge@greene.ar.gov	320 West Court Street, Paragould, AR 72450
Judge	Barry Hyde	501-340-8305	bhyde@pulaskicounty.net	201 S. Broadway, Ste. 400, Little Rock, AR 72201
Judge	Kevin Jeffery	870-793-8800	countyjudge@independencecounty.com	192 E. Main Street, Batesville, AR 72501
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
SKM_C251i26082108090.pdf - 08/21/2026 08:12 AM
Mississippi County.pdf - 08/21/2026 08:28 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
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	Grinder	Granutech Saturn Systems	NA	NA	NA	96,600.00	0	100
2014	Infeed Shystem with Conveyors	Granutech Satrun Systems	Amadus	NA	NA	78,960.00	0	100
						Sum: 514,738	Sum: 0	

Contract Obligations

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

Contract Name	Length of Contract (Years)	Dollar Amount of Contract

Attach Actual Contracts

District2DavisContract.pdf - 06/30/2023 04:10 PM
DavisRubberContractAmend2026.pdf - 08/24/2026 09:41 AM

Comment

No competitive bid process.

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	165.77	0.51
Solid Waste Disposal Facility	LRS	Mayflower, Arkansas	2,471.66	7.66
Electric Arc Furnace	Nucor	Memphis, Tennessee	859.97	2.67
Electric Arc Furnace	Nucor	Blytheville	11,053.90	34.27
Electric Arc Furnace	Nucor	Hickman	1,550.68	4.81
Other: Tire wire	Nucor	Jewett, Texas	128.9	0.40
Other: Export	India	India	15,258.81	47.30
Other: Suzano	Pine Bluff	Pine Bluff, AR	142.01	0.44
Solid Waste Disposal Facility	Cannon Landfill	Whitehall, AR	510.69	1.58
Rubber Mulch	NA	NA	68	0.21
Other: Tires	NA	NA	49	0.15
			Sum: 32,259	Sum: 100.00

Administration Time Detail (Current Calendar Year)

Category	Coordinator	Administrator 1	Administrator 2
% of Time	70.00	30.00	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	70730	41563	0	112,293	110,342
Total Salary	0	0	0	0	0
Taxes	5410	3179	0	8,589	8,441
Retirement	10835	6550	0	17,385	16,903
Insurance	4759	2019	0	6,778	6,778
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: 145,045	Sum: 142,464

Attach Profit and Loss Statement

2025 P&L.pdf - 08/06/2025 08:40 AM
2026 P&L.pdf - 06/22/2026 09:59 AM

Comment

NONE PROVIDED

Access-Controlled Collection Centers

Collection Center	Address	Hours	Cost
Conway City Landfill	4550 HWY 64 W., Conway, AR 72033	8	50

Collection Center	Address	Hours	Cost
Lonoke Tire & Lube	808 N. Center Street, Lonoke, AR 72086	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
Republic Landfill	18511 W. Sardis Road, Benton, AR 72011	8	50
NEARCO	604 MLK Drive, Madison, AR 72359	8	50
Legacy Landfill	238 CR Road 476, Jonesboro, AR 72404	8	50
Kent's Firestone	1316 E. Main Street, Batesville, AR 72501	8	50
Teegarden Tire	734 East Main Street, Melbourne, AR 72556	8	50
Tommy's Pit Row Tire & Auto	290 AR 367, Bald Knob, AR 72010	8	50
Ashlock Tire	605 UW-67, Walnut Ridge, AR 72476	8	200
Xtreme Treadz	200 Libby Road, Heber Springs AR 72543	8	50
Jim's Tire	500 West Elm Street, Corning, AR 72422	8	50
Main Street Tire & Auto	251 N. Main Street, Salem, AR 72576	8	50
NEA Landfill	1810 Greene Road 890, Paragould, AR 72451	8	50
Glisson tire	145 Landfill Road, Pocahontas, AR 72455	8	50
Stone County Recycle Center	164 Recycle Road, Mountain View, AR 72513	8	50
ProTire of Newport	1117 Malcolm Avenue, Newport, AR 72112	8	50
Woodruff County Road Dept	3 County Fairground, McCrory, AR 72101	8	50

Is this list updated?
Yes

Is this list of TCCs considered "adequate" for UTP coverage as required by Act 169 of the 2026 General Assembly?
Yes

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
Davis Rubber Company	0	298123.76	6/30/2026

Proposed Next Year Operations

Used Tire Program Equipment List

Year	Equipment	Manufacturer	Make	Model	Serial Number	Cost/Value	Amount Owed	Percentage DEQ PAID
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
2014	Grinder	Granutech Saturn Systems	0	0	0	96,600.00	0	100
2014	Infeed System with Conveyors	Granutech Saturn Systems	Amadus	0	0	78,960.00	0	100
						Sum: 514,738	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	Nucor	NA	16,000	44.82
Solid Waste Disposal Facility	LRS	Mayflower, AR	1,700	4.76
Other: Export	India	India	18,000	50.42
			Sum: 35,700	Sum: 100.00

Administration Time Detail (Next Calendar Year)

Category	Coordinator	Administrator 1	Administrator 2
% of Time	70.00	30.00	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	72000	49875	0	121,875	122,957
Total Salary	0	0	0	0	0
Taxes	5508	3815	0	9,323	9,405
Retirement	11050	8050	0	19,100	18,836
Insurance	4800	2100	0	6,900	6,900
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: 157,198	Sum: 158,098

Access-Controlled Collection Centers

Collection Center	Address	Hours	Cost
Lonoke Tire & Lube	808 N. Center Street, Lonoke, AR 72086	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
Republic Landfill	18511 W. Sardis Road, Benton, AR 72011	8	50
NEARCO	604 MLK Drive, Madison, AR 72359	8	50
Tommy's Pit Row Tire & Auto	2900 AR 367, Bald Knob, AR 72010	8	50
Teegarden Tire	734 East Main Street, Melbourne, AR 72556	8	50
Kent's Firestone	1316 E. Main Street, Batesville, AR 72501	8	50
Conway City Landfill	4550 HWY 64 W, Conway, AR 72033	8	50
Legacy Landfill	238 CR Road 476, Jonesboro, AR 72404	8	50
Ashlock Tire	605 US-67, Walnut Ridge, AR 72476	8	50
Jim's Tire	500 West Elm Street, Corning, AR 72422	8	50
Xtreme Treadz	200 Libby Road, Heber Springs, AR 72543	8	50
Main Street Tire & Auto	251 N. Main Street, Salem AR 72576	8	50
NEA Landfill	1810 Greene Road 890, Paragould, AR 72451	8	50
ProTire of Newport	1117 Malcolm Ave, Newport, AR 72112	8	50
Glisson Tire	145 Landfill Road, Pocahontas, AR 72455	8	50
Stone County Recycle Center	164 Recycle Road, Mountain View, AR 72513	8	50

Collection Center	Address	Hours	Cost
Woodruff County Road Dept	3 County Fairgrounds, McCrory, AR 72101	8	50

Is this list updated?
Yes

Is this list of TCCs considered "adequate" for UTP coverage as required by Act 169 of the 2026 General Assembly?
Yes

Outstanding Debts

Creditor	Monthly Payment Amount	Total Amount Owed	Maturity Date
Davis Rubber Comapny	0	298123.76	7/1/2026

Attach Capital Improvement and Maintenance Plan with Estimated Expenditures and Cost for the Next Calendar Year
DRC Amended Contract.pdf - 06/29/2026 09:31 AM
Comment
DRC Amended Contract previously attached

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 Initatives to Increase Efficiency and Productivity for the Next Three (3) Calendar Years
Use 53 ft. trailers for collection at all collection centers. Develop additional markets for waste tire beneficial use, increasing efficiency of disposal.

Analyze the District's Efforts to Promote Recycling an 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

Act 169 of the 2026 Fiscal Session of the Arkansas General Assembly (Act 169) provided additional funding options available to cover the costs of tire management within the UTPs
DavisRubberContractAmend2026.pdf - 08/21/2026 09:04 AM
Comment
Refer to Exhibit B, page 8 for additional fees being charged.

Used Tire Program Expenses

Category	Explain	Previous Calendar Year (Actual Cost)	Current Calendar Year (Projected Cost)	Next Calendar Year (Projected Cost)
Wages		110,342	112,293	122,957
Personal Services Matching		32,122	32,752	35,141
Mileage		10,015	11,500	12,000
Insurance		2,598	2,598	2,598
Rent (UTP Space)		8,315	8,400	8,500
Utilities (Electricity Gas, Water, Telephone)		0	0	0
Office Expenses	Admin	34,952	36,850	37,000
Processing and Disposal Fees		0	0	0
Advertising		0	0.00	0.00
Contractual Services		4,220,085	4,430,837.92	3,552,180.00

Category	Explain	Previous Calendar Year (Actual Cost)	Current Calendar Year (Projected Cost)	Next Calendar Year (Projected Cost)
Miscellaneous	Other services	4,210	11,834.02	12,000.00
Equipment Purchases		0	0	0
Vehicle Purchases		0	0	0
Maintenance and Repair		0	0	0
		Sum: 4,422,639	Sum: 4,647,065	Sum: 3,782,376

Reimbursements from DEQ

Previous Calendar Year (Actual Reimbursements)	Current Calendar Year (Project Reimbursements)	Next Calendar Year (Projected Reimbursements)
3912399.92	4604451.60	3746820.00

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		0.00	0.00	0.00
Other Tire Monies	Tire Fees	19778.00	17528.00	20000
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	823.18	482.50	500
		Sum: 20601.18	Sum: 18010.5	Sum: 20500

Tire Management

Tire Type	Previous Calendar Year (Actual Count)	Current Calendar Year (Projected Count)	Next Calendar Year (Projected Count)
Small Tire	1,419,001	1,461,996	1,465,000
Large Tire	136,382	141,204	142,000
Extra Large Tire	14,428	14,606	15,000
	Sum: 1,569,811	Sum: 1,617,806	Sum: 1,622,000

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	2.82	2.87	2.33

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	2.80	2.86	2.32

Attachments

Date	Attachment Name	Context	User
9/29/2026 1:18 PM	2026 BP Links.docx	Submission	Bryan Leamons

Date	Attachment Name	Context	User
9/1/2026 10:36 AM	Business Plan Review Message.pdf	Submission	Terry Sligh
8/26/2026 1:10 PM	Certification Form.pdf	Submission	Haley Griffith
8/24/2026 9:48 AM	CertificationForm.pdf	Unknown	Leslie Morris
8/24/2026 9:41 AM	DavisRubberContractAmend2026.pdf	Attachment	Leslie Morris
8/21/2026 9:04 AM	DavisRubberContractAmend2026.pdf	Attachment	Leslie Morris
8/21/2026 8:28 AM	Mississippi County.pdf	Attachment	Leslie Morris
8/21/2026 8:12 AM	SKM_C251i26082108090.pdf	Attachment	Leslie Morris
8/17/2026 10:24 AM	UTP-2 Draft Business Plan Review memo 8-17.docx	Submission	Terry Sligh
7/8/2026 9:32 AM	Certification Form.pdf	Submission	Haley Griffith
6/30/2026 8:53 AM	Signed Submission Document.pdf	Submission	Terry Sligh
6/29/2026 9:31 AM	DRC Amended Contract.pdf	Attachment	Leslie Morris
6/22/2026 9:59 AM	2026 P&L.pdf	Attachment	Leslie Morris
8/6/2025 8:40 AM	2025 P&L.pdf	Attachment	Leslie Morris
9/7/2023 10:14 AM	Resolution2023-02.pdf	Attachment	Leslie Morris
6/30/2023 4:10 PM	District2DavisContract.pdf	Attachment	Leslie Morris
6/28/2023 5:05 PM	Resolution2023-01Signed.pdf	Attachment	Leslie Morris

DISTRICT 2
WASTE TIRE ACCOUNTABILITY PROGRAM

CONTRACT
WASTE TIRE COLLECTION, TRANSPORT, AND PROCESSING
Amended by an action of the Board of Directors, June 11, 2026
(Note: Amended language is noted with ~~strike-throughs~~ and underlines.)

THIS CONTRACT, which shall be effective April 1, 2024, 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 after they are loaded in the waste tire trailer(s) provided by Contractor. Waste tires shall continue to be the responsibility of the Waste Tire

Collection Centers (Centers) until such time the waste tires are loaded or otherwise deposited inside tire trailers. Centers will be ~~encouraged~~ required by the Program to staff the Centers during hours in which the Centers are open for business, collect and process fees, ~~to~~ oversee tire loading, and to collect properly filled out manifests recording the correct number of tires deposited. Contractor agrees to post signs listing the days and hours of operation at each permitted Center location; clearly indicate the proper and most efficient way waste tires are to be loaded in the Contractor-provided trailers; listing "For more information ~~contact~~ logon to TiresBeGone.com and ReportDumping.com" or other communications platforms, and language warning that illegal dumping is prohibited and will be investigated and prosecuted. Contractor will be responsible for the design, language, location, and cost of appropriate signage. A list of current permitted Centers is included in this document, subject to change. (See EXHIBIT A)

~~The~~ Contractor and 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.~~ are responsible for agreeing to the number and location of Centers which adequately serve the area. 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 and the equipment necessary to service the Centers.~~ recommend changes to the number and location of Centers to adequately serve the area and be responsible for providing the necessary equipment including, but not limited to, 53-foot trailers for the proper loading at Centers of waste tires for transport.

~~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 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.

Center locations ~~other than a per-county Tire Collection Center,~~ including, but not limited to tire retailers, may be added to the list of ~~permitted collection~~ locations

upon mutual agreement between the Program and the Contractor. Program and Contractor agree any new Center added must first be permitted by DEQ before operation may begin.

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 required data are provided to the Program. Miscounted or unaccounted for waste tires per load shall be manifested by the Contractor. 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.

6. **Acceptance and Rejection of Collected Waste Tires.** Waste tires submitted on manifests to Contractor from tire retailers without a Waste Tire Number shall not be collected.

   A total of four (4) waste tires per individual, per month may be deposited at Centers at no cost to the individual. If a ~~rim removal fee not to exceed three dollars ($3)~~ per tire is collected by the Center for additional waste tires deposited by an individual over the four (4) free tires per individual, per month, Contractor shall retain their portion of the fee for processing. ~~Fee paid waste tires shall not appear on manifests.~~ and the Center may retain the balance of the additional fee charged.

   Waste tires collected from the public under the four (4) free tires per individual, per month, and any tires deposited at Centers as the result of a community clean-up or other public collection or collection by a city or county, shall be listed on manifests.

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, three hundred thousand (1,300,000) 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.

Contractor shall be responsible for all reasonable and timely maintenance of equipment used to service the Program. 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.

8. **Per-Tire 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 basis for Small, Large, and Extra-Large tires based on the cost per tire <u>provided to the Program by DEQ for reimbursement</u>. ~~agreed to by the Program and the Board~~. The cost per tire shall be consistent with the approved Program business plan or any subsequent revised business plan submitted to and approved by DEQ and, <u>if the cost per tire reflects and increase from previously approved business plan</u>, reviewed by the Arkansas Legislative Council (ALC) and or the Committee(s) on Public Health, Welfare,

and Labor. The Contractor's per-tire rates shall provide the Program with a reasonable administration fee or percentage on total cost of the Program, based on an approved~~, consolidated~~ business plan rate. (See EXHIBIT B)

9. **Payment.** Program will compensate Contractor monthly with available 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 to the extent funds are available for partial for full monthly invoices. 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~~ may 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.

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 April 1, 2024, and before June 30, 2028, Davis enters into a contract of sufficient length of term allowing Davis to make appropriate investments to service said contract, and with a private entity paying to Davis fees or any other form of compensation, including the reduction in cost of operations, Davis will notify and provide to the Program a copy of the private-entity contract. Upon such event, the Program may determine at its discretion, based on per-tire costs contained herein, if the compensation paid to Davis may be re-negotiated or otherwise revised.

12. **Performance Audit and Financial Audit.** The Program may require Contractor to provide records for purposes of monitoring Contractor performance and for conducting Program financial audits.

13. **Term of Contract.** The term of this Contract shall be April 1, 2024-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 reviewed by both DEQ and ALC or the appropriate legislative committee.

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, or any amendment hereto, 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

Permitted Collection Centers
(Collection Centers listed subject to change)

County	Collection Center	Address
Saline	Saline County Landfill	18511 W. Sardis Rd., Bauxite, AR 72011
Pulaski	Davis Rubber Company	1800 E. 14th St., Little Rock, AR 72202
Lonoke	Lonoke Tire & Lube	808 N. Center St., Lonoke, AR 72086
Faulkner	Conway Landfill	4550 US-64, Conway, AR 72034
White	Tommy Pit Row	102 Miller St., Bald Knob, AR 72010
St. Francis	Northeast Arkansas Recycling	604 M. L. King Dr., Madison, AR 72359
Independence	Kent's Firestone	1316 E. Main St., Batesville, AR 72501
Izard	Teegarden	734 E. Main St., Melbourne, AR 72556
Lawrence	Ashlock Tire	605 US-67 BUS, Walnut Ridge, AR 72476
Craighead	Legacy Landfill	238 County Road 476, Jonesboro, AR 72404
Prairie	Harvey's Garage	1905 Main St, Des Arc, AR 72040

EXHIBIT B

Tire Definitions and Contractor Per-Tire Fees

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 size greater than nineteen inches (19") and a load rating of "F" or higher, including a wide-base or extra-wide single tire.
c. Extra-Large Tire (XL) 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. XL 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~~ approve collection limitations and additional fees for accepting XL tires at Collection Centers and at the Contractor's processing facility. Specialty tire and tires classified as "other" shall be included with XL tires.

2. Contractor Fees

(NOTE: The First Extraordinary Session of the Arkansas General Assembly, convening in May 2026, adopted and the Governor signed Special Language as part of the appropriation measure of the Arkansas Department of Energy and Environment. The Special Language repealed and revised parts of the Arkansas Tire Accountability Program. Changes to the program included the limitation on fees charged to a person who purchases the service of removal of a tire from a rim and replaces it with a used tire (no more than $1); the continuation of the collection of a $3 rim removal fee; repeal of the limited number of fees that may be charged to an end user; the limit of $2.31 per tire reimbursed to tire programs; and the repeal of the requirement to locate one (1) collection center per county and adding to establish tire collection centers that adequately serve the program area.)

a. Contractor rates, in addition to the rim removal fee and any other fees collected by tire generators and Centers, are as follows:

Small Tires: $2 per tire
Large Tires: $2 per tire
XL Agricultural Tires: $15 per tire

XL industrial tires will not be accepted at Centers and will only be accepted at DRC's facility in Little Rock. The additional charge for industrial XL tires shall be $275 per ton. Industrial tires include heavy equipment tires, forklifts, mining equipment, logging skidder tires, and any tire with a bead thickness greater than two (2) inches.

b. Contractor rates for individual customers with no Waste Tire #, in addition to any other fees collected by tire generators and Centers, are as follows:

Small Tires: $4 per tire
Large Tires: $10 per tire
XL Agricultural Tires: $25 per tire

XL industrial tires will not be accepted at Centers and will only be accepted at DRC's facility in Little Rock. The additional charge for industrial XL tires shall be $275 per ton. Industrial tires include heavy equipment tires, forklifts, mining equipment, logging skidder tires, and any tire with a bead thickness greater than two (2) inches.

Note: *Individuals are allotted four (4) free tires per person per month, off the rim. Individuals are defined as a resident of one of the 27 counties that make up District 2. Individual does not include a business.*

c. Contractor rates charged to cities and counties for crews randomly collecting waste tires deposited at collection centers as part of periodic, roadside clean-ups, are as follows:

Small Tires: $2 per tire
Large Tires: $5 per tire
XL Agricultural Tires: $25 per tire

XL industrial tires will not be accepted at Centers and will only be accepted at DRC's facility in Little Rock. The additional charge for industrial XL tires shall be $275 per ton. Industrial tires include heavy equipment tires, forklifts, mining equipment, logging skidder tires, and any tire with a bead thickness greater than two (2) inches.

d. Contractor rate billed to the Program for reimbursement from DEQ is as follows:

All Tires: $2.19 per tire

(Signatures appear on next page)

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

Davis Rubber Company, Inc.

Roger Davis Pres
By: Roger Davis, President

Date: 7-6-26

Davis Rubber Company, Inc.

7-6-26
By: Phillip Davis, Vice President

Date:

District 2 Waste Tire Accountability Program

By: Eric Smith, Chairman

Date: 6/17/2026

By: Craig Douglass, Executive Director

Date: 7-6-2026

DISTRICT 2
WASTE TIRE
ACCOUNTABILITY
PROGRAM

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

	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. 14th 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.)

EXHIBIT C

Tire Processing Equipment

May 2, 2023

Davis Rubber Company Equipment list

The first 9 pices 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 crains 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 shrededer			

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	16VPX242X82308038	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242482309573	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242682309574	
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	16VPX242X82310534	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242882310533	
2008	SUPP	BIG TEX 24' TRAILER	MINIMUM 20	16VPX242182310535	
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	51NBF2427CT111113	
2012	BIG TEX	TRAILER	MINIMUM 20	16VPX2427C2381172	
2012	BIG TEX	TRAILER	MINIMUM 20	16VPX2428C2381178	
2012	SUPP	BIG TEX TRAILER	MINIMUM 20	16VPX2420C2381179	
2012	SUPP	G & G TRAILER	MINIMUM 20	51NBF2429CT111114	
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	5FLRP242X5B111111	
2005	SUPP	24' TRAILER	MINIMUM 20	5FLRP242X5B204204	
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
Used to shred small, large and Extra Large tires one pass.		
Davis Manufactured Infeed conveyor	2015	2015
Feeds whole tires into shredder		
Davis Manufactured Infeed conveyor	2015	2015
Feeds whole tires into shredder		
Davis Manufactured discharge conveyor	2015	2015
Carries shreds away from shredder		
Davis Manufactured discharge conveyor	2015	2015
Carries shreds away from shredder		
Davis Manufactured discharge conveyor	2015	2015
Carries shreds away from shredder		
Jomar TC-500 Tire Shredder	2022	2022
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
Allows you to feed tires one at a time or in bulk to the TC-500 shredder		
Jomar discharge conveyor	2022	2022
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.

_____

By: Roger Davis, President

Date:_____

Davis Rubber Company, Inc.

_____

By: Phillip Davis, Vice President

Date:_____

District 2 Waste Tire Accountability Program

_____

By: Barry Hyde, Chairman

Date:_____

_____

By: Craig Douglass, Executive Director

Date:_____

Terry Sligh (adpce.ad)

From: Bryan Leamons (adpce.ad)
Sent: Thursday, August 27, 2026 8:26 AM
To: Terry Sligh (adpce.ad)
Subject: FW: Business plan review

Terry,

Please save this response to the UTP2 Business plan file in ePortal.

Bryan Leamons, P.E.
E & E Deputy Director
E&E | Environmental Quality | Land Resources
e: bryan.leamons@arkansas.gov
t: 501-683-5406

From: Leslie Morris <Leslie@regionalrecycling.org>
Sent: Thursday, August 27, 2026 8:19 AM
To: Bryan Leamons (adpce.ad) <Bryan.Leamons@arkansas.gov>
Cc: Craig Douglass <Craig@regionalrecycling.org>
Subject: Re: Business plan review

CAUTION: External Email

Hi Bryan,

Yes, Mississippi is the only County to opt out and they are not seeking reimbursement from UTP 2.

Leslie

> On Aug 26, 2026, at 5:48 PM, Bryan Leamons (adpce.ad) <Bryan.Leamons@arkansas.gov> wrote:
>
> Leslie,
>
> Thanks for update based on the correction requests.
>
> Currently, I only have these questions:
>
> 1. Is Mississippi Co the only County that opted out?

2. Do you expect any further discussions with Mississippi County about potential for UTP-2 reimbursements for their chosen tire management? If so, DEQ would need to be notified; a business plan revision may be required.

Bryan Leamons, P.E.
E & E Deputy Director
E&E | Environmental Quality | Land Resources
e: bryan.leamons@arkansas.gov
t: 501-683-5406

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Inter District Waste Tire Program
Profit & Loss by Class
January through July 2025

	Unclassified	TOTAL
Ordinary Income/Expense		
Income		
5004 · ADEQ - Waste Tire Grant	2,002,031.46	2,002,031.46
5005 · Waste Tire Processing Fees	10,278.00	10,278.00
5009 · Bank Interest	411.59	411.59
Total Income	2,012,721.05	2,012,721.05
Expense		
5099 · Administrative Set Aside	89,136.00	89,136.00
6106 · Bank Service Charge	210.00	210.00
6190 · Miscellaneous	3,105.94	3,105.94
6310 · Waste Tire Contractor	2,496,284.72	2,496,284.72
Total Expense	2,588,736.66	2,588,736.66
Net Ordinary Income	-576,015.61	-576,015.61
Net Income	**-576,015.61**	**-576,015.61**

Inter District Waste Tire Program
Profit & Loss
July 2025 through June 2026

	Jul '25 - Jun 26
Ordinary Income/Expense	
Income	
5004 · ADEQ - Waste Tire Grant	4,604,451.60
5005 · Waste Tire Processing Fees	17,528.00
5009 · Bank Interest	482.50
Total Income	4,622,462.10
Expense	
5099 · Administrative Set Aside	186,814.30
6106 · Bank Service Charge	420.00
6190 · Miscellaneous	11,834.02
6310 · Waste Tire Contractor	4,430,837.92
Total Expense	4,629,906.24
Net Ordinary Income	-7,444.14
Net Income	**-7,444.14**

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:

Danny Hyde

By: Danny Hyde
Title: Board Chair

ATTEST:

Nelson

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

ACKNOWLEDGED:

Craig Douglass, Executive Director

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**.

1. Section to which the ePortal Submission was Submitted:	Tire Accountability Program
2. Form Name:	Business Plan (TAP-12)
3. Arkansas DEQ Facility Identification Number (AFIN), if available:	UTP-2-Northeast Arkansas Tire Program
4. Facility Name:	Northeast Arkansas Tire Program
5. Facility Physical Address:	1501 N. University Avenue, Ste. 770 LITTLE ROCK, AR 72207

I certify under penalty of law that the ePortal submission with Submission ID# HQP-GCS4-TT3RS and revision # 2 which was submitted electronically on 8/21/2026 9:05:26 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
Craig Douglass	8-21-26
signature of signatory authority	date

Business Plan (TAP-12)

version 4.0

(Submission #: HQN-5621-WW0PC, version 3)

Details

Submitted	8/25/2026 (64 days ago) by Mitchell Drew Noble
Alt ID	UTP-3-Southwest Arkansas Tire Program
Submission ID	HQN-5621-WW0PC
Status	Submitted

Form Input

Used Tire Program Overview

Reporting Year
2026

Used Tire Program Identification Number
UTP-3

Used Tire Program (UTP) Name
Southwest Arkansas Tire Program

Used Tire Program Business Address

Address
319 landfill rd
Nashville, AR 71852

Tire Processing Facility Utilized by the UTP (In-State and Out-of-State)

Tire Processing Facility Name	Processing Facility Address	Processing Facility City	Processing Facility State	Processing Facility Zip Code	State Permit Number
Upper-SW UTPF	319 landfill rd	nashville	AR	71852	0006-SWTP-R2
Davis Rubber Co.	1800 14th ST West	Little Rock	AR	72202	0002-SWTP-R2
ARKLATEX TIRE PROCESSING	932 CR 1123	LINDEN	TX	75563	080401628

List of Permits Issued to UTP

Permit Type	Permit Number	Permit Expiration Date	Permittee
TCC - Tire Collection Center	000000	07/01/2026	none

Square Mileage Served by the Used Tire Program (UTP)
12,041

Population based on most Recent Federal Census
364,985

Used Tire Program Board Members

Title	First and Last Name	Phone Number	Email	Mailing Address
Director	MITCHELL NOBLE	870-451-4187	mitchelldrewnoble@hotmail.com	P.O. Box 909, Nashville, AR 71852
Mayor	Larry Dunaway	807-845-7400	npw@nashar.org	426 N. Main, Nashville, AR 71852
Mayor	Parnell Vann	870-234-1375	mayor@magnolia.ar.com	P.O. Box1126, Magnolia, AR 71754
Mayor	Seth Smith	479-394-4585	mayor@cityofmena.org	520 Mena St., Mena, AR 71953
Mayor	Ethan Dunbar	870-921-4971	lewmayor@whti.net	330 W. First St., Lewisville, AR 71845
Judge	DARYLL MAHONEY, CHAIR	501-622-3636	dmahoney@garlandcounty.org	501 Ouachita Ave., Hot Springs, AR 71901
Judge	BRANDON ELLISON	479-394-8130	bellison@polkcountyar.org	507 Church St., Mena, AR 71953
Judge	MATT BRUMLEY	501-303-5600	matt.brumley@salinecounty.org	200 N. Main, Benton, AR 72105
Judge	Troy Tucker	870-245-3092	ttucker@clarkcountyarkansas.com	501-622-3092
Judge	Valerie Clark	870-921-4878	lafcojudge@qhri.nwr	Courthouse Square, Lewisville, AR 71845
Judge	Eddie Howard	870-285-2414	1judge@pikecountyar.org	#1 Courthouse Square, Murfreesboro, AR 71958
Judge	Dennis Thornton	501-332-2261	hscjudge@hotspringcounty.org	210 Locust St. Malvern, AR 72104

Attach Inter-District Agreement

dist 3 and dist 4 agreement 2026.pdf - 05/22/2026 09:59 AM
agreement.pdf - 05/26/2026 02:54 PM
UTP2-UTP3 AGREEMENT.pdf - 08/21/2026 10:21 AM
Other Processors.pdf - 08/25/2026 12:34 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	100,000	40
2013	TRUCK	MACK	MACK	CH613	MO12368	110,515	0	100
2014	34FT ROLLOFF TRAILER	BENLEE	BENLEE	34FT	TDB138BEN	57,027	0	100
1994	DRY VAN TRAILERS	TRAILMOBILE/WABASH	DRY BOX	53FT	1994	64,000	0	100
2016	SKID STEER	CAT	CAT	246D	BYFO33207	39,519	0	0
2010	10 EA BOXES	LA CONTAINER	ROLL-OFF	65YD	2008	10,000	0	0
2003	8 EA BOXES	OX BODIES	ROLL-OFF	65YD	2003	40,000	0	0

Year	Equipment	Manufacturer	Make	Model	Serial Number	Cost/Value	Amount Owed	Percentage DEQ PAID
2021	PRE-SHREDDER	BARCLAY	BARCLAY	ROTO-SHRED	4.9	260,000	0	50
2021	REMANNED CUTTER CHAMBER	COLUMBUS MCKINNON	CM	DUAL SPEED	TS12155	270,000	0	50
2026	TRUCK	KENWORTH	KW	W990	TJ218503	169,000	0	0
2026	3 EA BOXES	ROLL-OFF USA	ROLL-OFF	65YD	2026	33,000	0	0
						Sum: 2,803,632	Sum: 100,000	

Contract Obligations

Contract Name	Length of Contract (Years)	Dollar Amount of Contract
M.A. Associates (Non-Compete Agreement)	0	1

Attach Actual Contracts

NON-COMPETE AGREEMENT.pdf - 05/18/2026 09:12 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: Steel Mill	Nucor Steel	Blytheville, AR	778.85	39.18
Other: Daily Cover	Upper-SW Class 1	Nashville, AR	1,168.60	58.79
TDF End User: Steel Mill	Nucor Steel	Memphis, TN	0	0.00
Another Processing Facility	ARTEX TIRE	LINDEN, TX	40.37	2.03
			Sum: 1,988	Sum: 100.00

Administration Time Detail (Current Calendar Year)

Category	Coordinator	Administrator 1	Administrator 2
% of Time	20.00	99.99	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	5289	20454	0	25,743	77,229
Taxes	450	1739	0	2,189	6,567
Retirement	789	3185	0	3,974	11,922
Insurance	568	2840	0	3,408	10,224
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: 35,314	Sum: 105,942

Attach Profit and Loss Statement

INCOME STATEMENT APRIL 2026.pdf - 05/18/2026 10:02 AM

2025 Profit and Loss.pdf - 05/20/2026 08:43 AM

Comment

NONE PROVIDED

Access-Controlled Collection Centers

Collection Center	Address	Hours	Cost
ERNESTO'S TIRE SERVICE	11 FROST RD, ARKADELPHIA, AR	40	250

Collection Center	Address	Hours	Cost
MILLER CO. COLLECTION	MC 10 FOUKE, AR 71837	40	50
NEVADA CO. COLLECTION	185 NEVADA 250, PRESCOTT,AR	40	50
DALLAS CO. COLLECTION	1322 MORO ST., FORDYCE, AR	40	50
LITTLE RIVER CO. COLLECTION	1310 LR 11, ASHDOWN, AR	40	50
LAFAYETTE CO. COLLECTION	44 CR32, ASHDOWN, AR	40	50
OUACHITA CO. COLLECTION	1744 S ADAMS, CAMDEN, AR	40	50
TAYLOR TIRE - UNION CO.	3083 SMACKOVER HWY, SMACKOVER, AR	40	50
MONTGOMERY CO. COLLECTION	627HWY 270 W, MT. IDA, AR	40	50
COLUMBIA COUNTY COLLECTION	41 COLUMBIA, MAGNOLIA, AR	40	50
A&B TIRE POLK CO.	1400 HWY 71N, MENA, AR	40	50
POLK CO. COLLECTION	5025 HWY 71S, HATFIELD, AR	24	50
CALHOUN CO. COLLECTION	5821 E. AR 274, HAMPTON, AR	40	50
SEVIER CO. COLLECTION	796 PINEY RD, DEQUEEN, AR	40	50
HEMPSTEAD CO. COLLECTION	105 BRENTWOOD DRIVE, HOPE, AR	40	50
PIKE COUNTY COLLECTION	241 LANDFILL RD, MURFREESBORO, AR	32	50
HOT SPRINGS TIRE	3123 ALBERT PIKE, HOT SPRINGS	40	0

Is this list updated?
Yes

Is this list of TCCs considered "adequate" for UTP coverage as required by Act 169 of the 2026 General Assembly?
Yes

What is the Quantity of Tires Currently on Any Property Owned, Lease, or Otherwise Controlled by this UTP?
9330

Outstanding Debts

Creditor	Monthly Payment Amount	Total Amount Owed	Maturity Date
ARVEST BANK (BOND HOLDER)	5000	100000	12/1/2027

Proposed Next Year Operations

Used Tire Program Equipment List

Year	Equipment	Manufacturer	Make	Model	Serial Number	Cost/Value	Amount Owed	Percentage DEQ PAID
0	NO CHANGE	SAME AS ABOVE	SAME	SAME	SAME	0	0	0
						Sum: 0	Sum: 0	

Contract Obligations

Contract Name	Length of Contract (Years)	Dollar Amount of Contract
MA ASSOC - NON-COMPETE	0	1

Disposition of Tires and Tire Residuals Collected and Processed

Type of Disposition	Facility Name	City and State	Amount in Tons	Percentage
TDF End User: Steel Mill	NUCOR STEEL	BLYTHEVILLE, AR	2,500	29.41
TDF End User: Steel Mill	NUCOR STEEL	MEMPHIS, TN	2,000	23.53
Another Processing Facility	ARTEX TIRE PROCESSING	LINDEN, TX	1,000	11.76
Other: ALTERNATE DAILY COVER	UPPER-SW CLASS 1	NASHVILLE, AR	3,000	35.29
			Sum: 8,500	Sum: 99.99

Administration Time Detail (Next Calendar Year)

Category	Coordinator	Administrator 1	Administrator 2
% of Time	10.00	99.99	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	7770	65000	0	72,770	72,770
Taxes	661	5528	0	6,189	6,189
Retirement	1166	9750	0	10,916	10,916
Insurance	870	8700	0	9,570	9,570
Personal Services Matching Total	0	0	0	0	0
Grand Total	0	00	0	0	0
Expenses Total	0	0	0	0	0
Salary and Expense Total	0	0	0	0	0
				Sum: 99,445	Sum: 99,445

Access-Controlled Collection Centers

Collection Center	Address	Hours	Cost
SAME AS ABOVE	SAME AS ABOVE	0	850

Is this list updated?
Yes

Is this list of TCCs considered "adequate" for UTP coverage as required by Act 169 of the 2026 General Assembly?
Yes

Outstanding Debts

Creditor	Monthly Payment Amount	Total Amount Owed	Maturity Date
ARVEST BANK	5000	60000	12/01/2027

Attach Capital Improvement and Maintenance Plan with Estimated Expenditures and Cost for the Next Calendar Year
cap improvements.pdf - 05/20/2026 09:03 AM
Comment
NONE PROVIDED

What are the District's Tire Management and Processing Goals for the Next Three (3) Calendar Years?
TO CONTINUE TO PROCESS THE TIRES GENERATED WITHIN OUR 16 COUNTY AREA AND TO ASSIST OTHER DISTRICTS IF NEEDED

Discuss the District's Initatives to Increase Efficiency and Productivity for the Next Three (3) Calendar Years
I HONESTLY DON'T KNOW HOW TO BE MORE EFFICIENT THAN WE ARE - DOING WHAT WE DO WITH THREE PLANT OPERATORS AND 2 DRIVERS FOR THE TIRES IN 16 COUNTIES.

Analyze the District's Efforts to Promote Recycling an Sustainability for the Next Three (3) Calendar Years
WE WILL CONTINUE TO LOOK FOR AND PROMOTE NEW MARKETS AND UTILIZE OUR EXISTING OUTLETS. WE WILL WORK WITH DEQ IF THEY ATTEMPT TO DEVELOP NEW MARKETS.

Fiscal Evaluation

Act 169 of the 2026 Fiscal Session of the Arkansas General Assembly (Act 169) provided additional funding options available to cover the costs of tire management within the UTPs
2026 Summary of Changes.docx - 08/24/2026 08:13 AM
Comment
NONE PROVIDED

Used Tire Program Expenses

Category	Explain	Previous Calendar Year (Actual Cost)	Current Calendar Year (Projected Cost)	Next Calendar Year (Projected Cost)
Wages		315,947	365,000	383,250
Personal Services Matching		114,781	133,225	139,886
Mileage		20,850	34,000	34,500
Insurance		20,484	25,000	27,000
Rent (UTP Space)		0	0	0
Utilities (Electricity Gas, Water, Telephone)		26,898	45,000	45,000
Office Expenses	SUPPLIES	1,206	2,500	2,500
Processing and Disposal Fees		23,877	100,000	100,000
Advertising		0	5,000	0
Contractual Services		400	5,000	5,000
Miscellaneous	SEE PROFIT&LOSS	245,800	325,000	290,000
Equipment Purchases	NEW TRUCK - 3 BOXES - SKD STER&SET ASIDE SHREDDER	100,000	33,000	260,000
Vehicle Purchases		0	0	0
Maintenance and Repair		162,241	238,000	250,000
		Sum: 1,032,484	Sum: 1,310,725	Sum: 1,537,136

Reimbursements from DEQ

Previous Calendar Year (Actual Reimbursements)	Current Calendar Year (Project Reimbursements)	Next Calendar Year (Projected Reimbursements)
980353	944000	982905

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	RECYCLE GRANT	100000	0	100000
District Fees on Fee-Paid Tires		17374	20000	40000
TDF Sales		3906	5800	5800
Mulch Sales		0	0	0
Other Sales from Used Tires		0	0	0
Rental Tire Trailers		92800	92800	92800
Other	TRANSPORTATION FEES	0	246000	315000
		Sum: 214080	Sum: 364600	Sum: 553600

Tire Management

Tire Type	Previous Calendar Year (Actual Count)	Current Calendar Year (Projected Count)	Next Calendar Year (Projected Count)
Small Tire	321,957	370,000	385,000
Large Tire	28,563	37,000	38,500
Extra Large Tire	397	2,000	2,000
	Sum: 350,917	Sum: 409,000	Sum: 425,500

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	2.94	3.20	3.61

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	2.33	2.31	2.31

Attachments

Date	Attachment Name	Context	User
9/29/2026 1:17 PM	2026 BP Links.docx	Submission	Bryan Leamons
9/1/2026 10:38 AM	Business Plan Review Message.pdf	Submission	Terry Sligh
8/27/2026 11:53 AM	Tire Inquiry Questions and Answers.pdf	Submission	Terry Sligh
8/25/2026 12:40 PM	CertificationForm.pdf	Unknown	Mitchell Noble
8/25/2026 12:34 PM	Other Processors.pdf	Attachment	Mitchell Noble
8/24/2026 9:01 AM	MITCH082426_0001 2nd submission.pdf	Submission	Terry Sligh
8/24/2026 8:13 AM	2026 Summary of Changes.docx	Attachment	Mitchell Noble
8/21/2026 10:21 AM	UTP2-UTP3 AGREEMENT.pdf	Attachment	Mitchell Noble
6/22/2026 1:01 PM	signed certification of submission.pdf	Submission	Terry Sligh
5/26/2026 2:54 PM	agreement.pdf	Attachment	Mitchell Noble
5/22/2026 9:59 AM	dist 3 and dist 4 agreement 2026.pdf	Attachment	Mitchell Noble
5/20/2026 9:03 AM	cap improvements.pdf	Attachment	Mitchell Noble
5/20/2026 8:43 AM	2025 Profit and Loss.pdf	Attachment	Mitchell Noble
5/18/2026 10:02 AM	INCOME STATEMENT APRIL 2026.pdf	Attachment	Mitchell Noble
5/18/2026 9:12 AM	NON-COMPETE AGREEMENT.pdf	Attachment	Mitchell Noble

UPPER SW RSWMD
Profit & Loss by Class
January through December 2025

	LANDFILL	TIRE PROGRAM	Unclassified	TOTAL
Ordinary Income/Expense				
Income				
400370 · GRANT REVENUE	126,619.52	100,000.00	0.00	226,619.52
400925 · TIRE DISTRICT 3	0.00	980,352.80	0.00	980,352.80
400000 · TIPPING FEES EARNED	3,533,434.61	0.00	0.00	3,533,434.61
400100 · RECYCLE SALES EARNED	17,317.20	0.00	0.00	17,317.20
400350 · STATE RECYCLE GRANTS	219,632.64	0.00	0.00	219,632.64
400500 · HAULING FEES EARNED	573,847.00	0.00	0.00	573,847.00
400600 · RENTAL FEES EARNED	117,171.00	0.00	0.00	117,171.00
400700 · TIRE FEE INCOME	0.00	17,374.25	0.00	17,374.25
400800 · TIRE TRANSPORTATION INCOME	0.00	92,800.00	0.00	92,800.00
400900 · TIRES SOLD BY TON COUNT	0.00	0.00	0.00	0.00
400950 · SHREDDED RUBBER INCOME	0.00	3,905.62	0.00	3,905.62
Total Income	4,588,021.97	1,194,432.67	0.00	5,782,454.64
Expense				
610000 · SALARIES	918,234.88	315,947.07	108.25	1,234,290.20
611000 · PAYROLL TAXES	69,225.67	24,309.59	0.00	93,535.26
611100 · UNEMPLOYMENT PAYROLL TAXES	441.51	126.00	0.30	567.81
612000 · INSURANCE - HEALTH	112,833.90	39,264.77	0.00	152,098.67
612100 · INSURANCE - WORKERS COMP	23,285.01	5,870.95	0.00	29,155.96
612200 · INSURANCE - BUILDINGS & EQUIP	62,336.42	20,483.76	0.00	82,820.18
612300 · INSURANCE - AFLAC	3,600.00	0.00	0.00	3,600.00
620000 · ADMINISTRATIVE TRAVEL	492.35	0.00	0.00	492.35
620400 · COMPLIANCE TESTING	125.00	0.00	0.00	125.00
620500 · ENGINEER/ SURVEY/ TESTING	109,015.25	0.00	0.00	109,015.25
620600 · CONTRACTUAL SERVICES	7,147.13	400.00	0.00	7,547.13
620700 · LEACHATE	56,781.03	0.00	0.00	56,781.03
620800 · ENVIRONMENTAL ENFORCEMENT	295.00	110.00	0.00	405.00
621000 · EQUIPMENT LEASE	0.00	0.00	0.00	0.00
621200 · FEES & DUES	33,484.99	5,987.50	0.00	39,472.49
621400 · FUEL, OIL & GREASE	284,502.23	43,222.01	0.00	327,724.24
622200 · LEGAL	2,675.00	475.00	0.00	3,150.00
622205 · ACCOUNTING	32,474.26	9,708.09	0.00	42,182.35
622350 · MAINTENANCE - TIRES	57,397.98	10,199.95	0.00	67,597.93
622400 · MAINTENANCE - BUILDINGS	3,498.38	0.00	0.00	3,498.38
622500 · MAINTENANCE - GROUNDS	37,398.30	0.00	0.00	37,398.30
622600 · MAINTENANCE - EQUIPMENT	521,941.65	162,240.97	0.00	684,182.62
622800 · OFFICE EXPENSE	14,225.69	1,206.48	0.00	15,432.17
622900 · ADVERTISING	111.47	0.00	0.00	111.47
623000 · RETIREMENT	129,833.37	45,210.15	0.00	175,043.52
623400 · STATE TIPPING FEE	270,034.73	0.00	0.00	270,034.73
623600 · SUPPLIES	1,513.22	0.00	0.00	1,513.22
623700 · UNIFORM REIMBURSEMENT	4,380.00	1,560.00	0.00	5,940.00
623800 · UTILITIES	36,479.15	26,897.60	0.00	63,376.75
624000 · CONTRACT TRANSPORTATION	0.00	20,850.00	0.00	20,850.00
624100 · LANDFILL & OUTSIDE PROCESSING	615.50	23,877.77	0.00	24,493.27
624200 · GRANT EXPENSE	208,719.69	100,000.00	0.00	308,719.69
624400 · CLOSURE COSTS	120,000.00	60,000.00	0.00	180,000.00
697000 · BAD DEBT EXPENSE	14,823.40	4,390.09	0.00	19,213.49
699000 · DEPRECIATION EXPENSE	652,290.46	170,146.58	0.00	822,437.04
Total Expense	3,790,212.62	1,092,484.33	108.55	4,882,805.50
Net Ordinary Income	797,809.35	101,948.34	-108.55	899,649.14
Other Income/Expense				
Other Income				
700245 · CERT OF DEPOSIT - DB #516767	26,310.14	0.00	0.00	26,310.14
700650 · INTEREST INCOME	33,257.99	0.00	0.00	33,257.99
700250 · CERT OF DEPOSIT - DB #438138	30,732.76	0.00	0.00	30,732.76
700000 · OTHER INCOME	0.00	0.00	0.00	0.00
700100 · BOND ACCOUNTS INTEREST INCOME	19,688.41	0.00	-360.66	19,327.75
700220 · CERT OF DEPOSIT - DB #370738	15,370.89	0.00	0.00	15,370.89
700240 · CERT OF DEPOSIT - DB #368830	139,296.92	0.00	0.00	139,296.92
700400 · GAIN ON SALE OF ASSET	63,485.35	0.00	0.00	63,485.35
Total Other Income	328,142.46	0.00	-360.66	327,781.80

UPPER SW RSWMD
Profit & Loss by Class
January through December 2025

	LANDFILL	TIRE PROGRAM	Unclassified	TOTAL
Other Expense				
800175 · BOND INVESTMENT EXPENSE	1,101.30	0.00	0.00	1,101.30
800170 · BOND INTEREST EXPENSE	30,535.00	0.00	0.00	30,535.00
800500 · PENALTIES	17.41	0.00	0.00	17.41
800600 · (GAIN) LOSS ON SALE OF ASSET	-985.12	-8,000.00	0.00	-8,985.12
Total Other Expense	30,668.59	-8,000.00	0.00	22,668.59
Net Other Income	297,473.87	8,000.00	-360.66	305,113.21
Net Income	**1,095,283.22**	**109,948.34**	**-469.21**	**1,204,762.35**

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

THIS AGREEMENT made and entered into on this **21st** day of **May, 2026 and to become effective July 1, 2026,** 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 94th 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 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 behalf of, or in conjunction with the BOARD and Tire Program District 3;

NOW THEREFORE, in exchange for 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 on 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 employees the joint use areas and equipment.

3. Subject to the provisions of this Joint Use Agreement, USWARSWMD agrees to process tires for the BOARD and for Tire Program District 3. The fee for administration and processing the tires will be $2.31 per tire will be billed to Tire District 3 Quarterly for small and large tires, which will be the reimbursement rate from Arkansas Division of Environmental Quality. Any additional fee for processing extra-large tires will be collected by SWARSWMD from the individual generator at a rate of $275 per ton. Any additional funds required will be collected from the generator by USWARRSWMD at a total rate not to exceed on average an additional $2.00 per small and $5.00 per large tires for which the State Tire Fee of $3.00 per tire has been paid. Extra- Large tires and illegally dumped tires are not included in these $2.00 and $5 per tire cap. If unforeseen events occur that require additional funds UPPERSWRSWMD will seek approval from the Board for any increases.

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: _____
Board Chairman, Mayor Jeff Brown

Tire Program District 3,

By: _____
Board Chairman, County Judge Daryl Mahoney

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

The Southwest Arkansas Tire District has plans to begin setting aside funds for a new shredder in 2027. We plan to purchase a shredder in 2028 and will probably require financing to complete the purchase and installation. We will continue to update trailers as needed.

Our maintenance plan is as follows: all rolling stock will be serviced every 300 hours. Equipment will be greased every day as needed. Tires will be replaced as needed.

Shredding equipment will be greased and oil levels maintained daily before use. Shredder knives will be replaced as knife wear requires- aboutevery 60,000 tires. All shredder maintenance will be done in accordance with operator manual requirements. Repairs will be performed as needed. Maintenance budget for 2027 is $250,000 and $238,000 for 2026.

SEAEDD

Southeast Arkansas Economic Development District

April 30, 2026
Interlocal Agreement with UTP3

RE: Termination of current interlocal agreement

Greetings

This letter is to inform you that on April 30th, 2026, UTP4 board of directors met and voted to initiate the severability of the interlocal agreement between UTP4 and UTP3, as it pertains to Dallas and Union counties and the transportation and processing of waste tires generated inside these three counties. UTP4 board is notifying UTP3 that the counties of Dallas and Union to return to the oversight and services of UTP3; effective immediately.

UTP4 is requesting based upon special language that was passed by the Arkansas State legislature during the 2026 fiscal session, that will require UTP4 to alter its business plan and model, to waive section six (6) "Duration" of 180 days notification to UTP3 by UTP4.

Sincerely

Amber Thrower
Director of Administration
SEAEDD

COUNTIES: ARKANSAS – ASHLEY – BRADLEY – CHICOT – CLEVELAND – DESHA – DREW – GRANT – JEFFERSON – LINCOLN
PAUL CARTER, PRESIDENT – GREGG REEP, VICE PRESIDENT – JEFF WESTBROOK, 2ND VICE PRESIDENT – JEFF OWYOUNG, SECRETARY – KLAY MCKINNEY, VICE SECRETARY – TOM MOSLEY, TREASURER – PATRECIA HARGROVE, EXECUTIVE DIRECTOR

315 East 8th AVE. PINE BLUFF, AR 71601 P.O. BOX 6806 PINE BLUFF, AR 71611 TELEPHONE: 870-536-1971 FAX: 870-536-7718

EQUAL OPPORTUNITY EMPLOYER

SEAEDD

Southeast Arkansas Economic Development District

April 30, 2026
Interlocal Agreement

This interlocal agreement is entered into by and between the Used Tire Program District 4 and the Used Tire District 3, formed pursuant to Act 713 of the 2023 regular session of the Arkansas General Assembly, the Used Tire Recycling and Accountability Act, and will become binding on all parties upon ratification by the tire accountability boards of the respective districts.

District 4 and three may be collectively referred to herein separately as "party" and collectively as "parties".

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 within 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 entire accountability board of District 3 are hereby resolved as follows:

1. Designation of Counties. The parties here agree that the county of Calhoun shall be managed entirely and totally in all respects by District 3 to ensure the highest level of efficiency for management, collection, transportation, and processing of waste tires generated within Calhoun County.

2. Therefore. This interlocal agreement would reestablish the original footprint of UTP 3, prior to act 713 of 2023 by restoring Calhoun County to UTP 3.

3. Ratification. This agreement shall become effective upon ratification by the tire accountability board for Districts 3 and 4.

4. Duration. This agreement shall be perpetual, unless and until either the Arkansas State legislature amends or eliminates Act 713 of 2023.

5. Authorized Signatories. It is agreed and warranted by the parties that the individual signing this agreement on behalf of the respective parties is authorized to execute this agreement. No further proof of authorization shall be required.

COUNTIES: ARKANSAS – ASHLEY – BRADLEY – CHICOT – CLEVELAND – DESHA – DREW – GRANT – JEFFERSON – LINCOLN
PAUL CARTER, PRESIDENT – GREGG REEP, VICE PRESIDENT – JEFF WESTBROOK, 2ND VICE PRESIDENT – JEFF OWYOUNG, SECRETARY – KLAY MCKINNEY, VICE SECRETARY – TOM MOSLEY, TREASURER – PATRECIA HARGROVE, EXECUTIVE DIRECTOR

315 East 8th AVE. PINE BLUFF, AR 71601 P.O. BOX 6806 PINE BLUFF, AR 71611 TELEPHONE: 870-536-1971 FAX: 870-536-7718

EQUAL OPPORTUNITY EMPLOYER

SEAEDD

Southeast Arkansas Economic Development District

6. Counterparts. This agreement may be carried out with one or more counterparts, each of which together will constitute one and the same instrument, without the necessity of production of the others. An executed signature page delivered by facsimile transmission, or an electronic signature, shall be deemed as effective as an original executed signature page.

7. 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 communication 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:

UTP4 (Used Tire Program)

BY: Thomas E. Best

TITLE: Arkansas County Judge

DATE: 4-30-2026

UTP3 (Used Tire Program)

BY: [signature]

TITLE: Garland County Judge / Chair District 5

DATE: 05/21/2026

UPPER SW RSWMD
Profit & Loss by Class
January through April 2026

	LANDFILL	TIRE PROGRAM	Unclassified	TOTAL
Ordinary Income/Expense				
Income				
400370 · GRANT REVENUE	8,484.50	0.00	0.00	8,484.50
400925 · TIRE DISTRICT 3	0.00	237,260.80	0.00	237,260.80
400000 · TIPPING FEES EARNED	1,268,356.63	0.00	0.00	1,268,356.63
400100 · RECYCLE SALES EARNED	13,866.80	0.00	0.00	13,866.80
400500 · HAULING FEES EARNED	173,651.00	0.00	0.00	173,651.00
400600 · RENTAL FEES EARNED	35,833.00	0.00	0.00	35,833.00
400700 · TIRE FEE INCOME	0.00	8,427.25	0.00	8,427.25
400800 · TIRE TRANSPORTATION INCOME	0.00	30,970.00	0.00	30,970.00
400950 · SHREDDED RUBBER INCOME	0.00	552.41	0.00	552.41
Total Income	1,500,191.93	277,210.46	0.00	1,777,402.39
Expense				
610000 · SALARIES	327,143.22	108,431.84	0.00	435,575.06
611000 · PAYROLL TAXES	28,844.51	9,990.93	0.00	38,835.44
611100 · UNEMPLOYMENT PAYROLL TAXES	370.52	126.00	0.00	496.52
612000 · INSURANCE - HEALTH	46,162.28	15,335.76	0.00	61,498.04
612100 · INSURANCE - WORKERS COMP	7,259.28	2,419.76	0.00	9,679.04
612200 · INSURANCE - BUILDINGS & EQUIP	17,798.20	5,588.20	0.00	23,386.40
620500 · ENGINEER/ SURVEY/ TESTING	26,720.00	0.00	0.00	26,720.00
620600 · CONTRACTUAL SERVICES	2,153.08	0.00	0.00	2,153.08
620700 · LEACHATE	17,880.80	0.00	0.00	17,880.80
621200 · FEES & DUES	16,462.30	352.50	0.00	16,814.80
621400 · FUEL, OIL & GREASE	84,009.66	16,008.46	0.00	100,018.12
622200 · LEGAL	8,469.50	175.00	0.00	8,644.50
622205 · ACCOUNTING	3,863.05	1,287.69	0.00	5,150.74
622210 · FINES & PENALTIES	0.00	0.00	0.00	0.00
622350 · MAINTENANCE - TIRES	23,059.56	4,641.63	0.00	27,701.19
622400 · MAINTENANCE - BUILDINGS	718.10	0.00	0.00	718.10
622500 · MAINTENANCE - GROUNDS	9,059.05	0.00	0.00	9,059.05
622600 · MAINTENANCE - EQUIPMENT	113,880.63	73,028.68	0.00	186,909.31
622800 · OFFICE EXPENSE	10,339.49	277.66	0.00	10,617.15
623000 · RETIREMENT	47,025.68	16,420.83	0.00	63,446.51
623400 · STATE TIPPING FEE	142,242.99	0.00	0.00	142,242.99
623600 · SUPPLIES	802.17	0.00	0.00	802.17
623700 · UNIFORM REIMBURSEMENT	1,520.00	540.00	0.00	2,060.00
623800 · UTILITIES	14,895.66	15,020.84	0.00	29,916.50
624000 · CONTRACT TRANSPORTATION	0.00	4,600.00	0.00	4,600.00
624100 · LANDFILL & OUTSIDE PROCESSING	0.00	2,839.05	0.00	2,839.05
624200 · GRANT EXPENSE	98,224.50	0.00	0.00	98,224.50
624400 · CLOSURE COSTS	40,000.00	20,000.00	0.00	60,000.00
699000 · DEPRECIATION EXPENSE	213,603.72	64,236.32	0.00	277,840.04
Total Expense	1,302,507.95	361,321.15	0.00	1,663,829.10
Net Ordinary Income	197,683.98	-84,110.69	0.00	113,573.29
Other Income/Expense				
Other Income				
700245 · CERT OF DEPOSIT - DB #516767	10,680.28	0.00	0.00	10,680.28
700650 · INTEREST INCOME	12,840.75	0.00	0.00	12,840.75
700250 · CERT OF DEPOSIT - DB #438138	8,348.17	0.00	0.00	8,348.17
700220 · CERT OF DEPOSIT - DB #370738	4,400.24	0.00	0.00	4,400.24
700240 · CERT OF DEPOSIT - DB #368830	43,017.08	0.00	0.00	43,017.08
Total Other Income	79,286.52	0.00	0.00	79,286.52
Other Expense				
800000 · INTEREST EXPENSE	1,420.75	1,441.14	0.00	2,861.89
800170 · BOND INTEREST EXPENSE	0.00	0.00	0.00	0.00
Total Other Expense	1,420.75	1,441.14	0.00	2,861.89
Net Other Income	77,865.77	-1,441.14	0.00	76,424.63
Net Income	**275,549.75**	**-85,551.83**	**0.00**	**189,997.92**

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.**

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

I certify under penalty of law that the ePortal submission with Submission ID# HQN-5621-WW0PC and revision # 2 which was submitted electronically on 8/24/2026 8:33:08 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.

MITCHELL NOBLE	Director
typed/printed name of signatory authority	title
Mitchell D. Noble	8/24/2026
signature of signatory authority	date

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 LA.
2. DOMTAR, ASHDOWN, AR.
3. AES, SHADY POINT OK
4. PACKAGING CORP OF AMERICA COUNCE 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
President

Upper-SW RSWMD

Mitch Noble

Title: Director

OTHER PROCESSING FACILITIES

TO BE USED BY UPPER-SW RSWMD

1. Davis Rubber Company located at 1800 14th ST. East, Little Rock, AR 72202 will be used to process XL tires that are too big for us to handle at the facility in Nashville.
2. Arklatex Tire Processing located at 932 County Road 1123, Linden, TX 75563 will be utilized for some tires from Miller County and for shredded material to be used in their mine reclamation operation.

All decisions to utilize these facilities will be made by Upper-SW RSWMD and the expenses incurred will be paid by the Upper-SW RSWMD with Upper-SW RSWMD billing the UTP#3 for the whole tires eligible for reimbursement.

RESOPNSE TO INQUIRY FOR SUMMARY OF CHANGES

1. A) The Upper-SW RSWMD will charge $0.75 per tire for small tires received from retailers with a DF&A WST Number, $2.00 for large tires and $275 per ton for XL tires.
   Tires from the public with no DF&A number the fee is $3.00 per small tire, $5.00 per large tire and $275 per ton for XL tires.

   B)For tires from those with no DF&A WST Number the fees are as follows: $3.00 per small, $5.00 per large and $275 per ton for XL tires.

2. The collection of these funds is very basic. We either bill the customers that have accounts in our system or collect when they deliver the tires. Most of the retailers have accounts. Very few individuals have accounts. We accept cash, checks and debit/credit cards.

3. None of these funds goes to the UTP. They only receive what you reimburse.

4. None of our Counties have opted out – everything still goes through the UTP and UPPER-SW RSWMD. Those tires that may go out of state will be sent by the UPPER-SW RSWMD. Some individuals may elect to go directly out of state on their own and we cannot control that decision.

5. If it turns out that the fees we are charging do not provide the necessary funds to operate the program, then UPPER-SW RSWMD will increase the fees accordingly.

Mitch Noble, 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 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: Board Chairman

Date: 7/11/2023

USED TIRE PROGRAM DISTRICT 2

By: _____

Its: Exec. Dir.

Date: 7-11-23

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:

Danny Hyde

By: Danny Hyde
Title: Board Chair

ATTEST:

Nelson

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

ACKNOWLEDGED:

Craig Douglass

Craig Douglass, Executive Director

ARKANSAS
ENERGY & ENVIRONMENT

MEMO

Division of Environmental Quality, Office of Land Resources

To: Bailey Taylor, Chief Administrator of Environment and DEQ Director

From: Bryan Leamons, Deputy Director, Office of Land Resources

Date: October 12, 2026

Subject: Review of Business Plan Revisions – UTP 1, UTP 2, and UTP 3

Revised Business Plan Content

In response to Act 169 of the 2026 Fiscal Session of the Arkansas General Assembly, which limits DEQ's used tire reimbursement to $2.31, three used tire programs (UTPs) submitted a revised business plan to DEQ. Each submittal included calculated Management Cost minus Program Local Revenue Per Tire as follows:

UTP-1 (Northwest) submitted a revised business plan on June 25, 2026, with additional information provided through September 17, 2026:

- Current approved tire reimbursement rate is $2.82 per tire.
- Requested tire reimbursement rate is $2.31 per tire.

UTP-2 (Northeast) submitted a revised business plan on June 29, 2026, with additional information provided through August 26, 2026:

- Current approved tire reimbursement rate is $2.92 per tire.
- Requested tire reimbursement rate is $2.31 per tire.

UTP-3 (Southwest) submitted a revised business plan on June 17, 2026, with additional information provided through August 26, 2026:

- Current approved tire reimbursement rate is $2.80 per tire.
- Requested tire reimbursement rate is $2.31 per tire.

Effects of Act 169 of the 2026 Fiscal Session

Arkansas statute and 8 CAR pt. 64 rules require that a UTP develop a business plan The plan sets the "business plan rate," which is the amount the program gets paid back for each tire it handles. It is set to cover the operational loss realized by the UTP during tire management activities after totaling all UTP revenue against all tire management and operational expenses during a UTP operating year. Prior to Act 169 of 2026, this rate of loss was intended to be fully reimbursed by DEQ to the UTPs on a per tire basis to cover program losses incurred while managing the program if adequate funds are available from the Used Tire Recycling Fund. UTPs were not permitted to charge any additional tire disposal fees to customers. Act 169 of 2026 reduced the allowable business plan rates to no greater than $2.31 per tire, but in turn allowed UTPs to seek additional funding sources to recover remaining costs of tire management within their operational boundaries. This memo describes revised business plans and the additional fees that will be charged to customers in response to Act 169 of 2026. The term *effective business plan rate* is used within this memo to describe the maximum reimbursement rate of $2.31 per tire plus the additional per tire charges recovered during UTP operations as described by their respective updated business plan.

UTP-1 Plan Revision based on Act 169 of 2026

UTP-1 executed a revised contract with their existing two (2) tire management contractors, Boston Mountain Regional Solid Waste Management District (Boston Mtn.) and West River Valley Regional Solid Waste Management District (West River) to acknowledge each contractor will be compensated through additional fees collected according to a variable rate structure. This rate plan is based on various tire types and customer types per tire managed. The contractors are responsible for collecting these additional fees, and contractors retain the fees they collect. Additionally, through the revised contract, UTP-1 will compensate Boston Mtn. and West River on a revised flat rate basis for each tire managed. Table 1 describes the variable rates that Boston Mtn. and West River will charge customers and includes the flat rate charged by the contractors to UTP-1.

Table 1: Contractor rates by Boston Mtn. and West River for collection/processing (additional to the state required rim removal fee)

Tire Generators (Retailers) and Collections Center (with DFA Waste Tire Number)			
Tire Size	Fee (per tire)	Act 169 Rate (per tire)	Effective Business Plan Rate
Small Tires	$2	$2.31	$4.31
Large Tires	$2	$2.31	$4.31
Individual Customers (no DFA Waste Tire Number)			
Small Tires	$5	na	na
Large Tires	$10	na	na
XL Tires	$225/ton	na	na

Contractors collect and retain these fees at the point of their collection.
Tire Management Fee paid by UTP 1
Both contractor's tire management fee charged to UTP-1: $2.14 per tire
Administrative Fee paid by UTP 1
Boston Mtn. is compensated $0.17 per tire for administration of the program through separate administrative contractual agreement with UTP 1.

UTP-2 Plan Revision based on Act 169 of 2026

UTP-2 executed a revised contract with their existing tire management contractor, Davis Rubber Company (Davis) to acknowledge that Davis will be compensated through its collection of additional fees according to a variable rate structure. This rate plan is based on various tire types and customer types per tire managed. Davis is responsible for collecting these additional fees retains the fees they collect. Additionally, through the revised contract, UTP-2 will compensate Davis on a revised flat rate basis for each tire managed. Table 2 describes the variable rates that Davis will charge customers and includes the flat rate charged by Davis to UTP-2.

Table 2: Contractor rates by Davis for collection/processing (additional to the state required rim removal fee)

Tire Generators (Retailers) and Collections Center (with DFA Waste Tire Number)			
Tire Size	Fee (per tire)	Act 169 Rate (per tire)	Effective Business Plan Rate
Small Tires	$2	$2.31	$4.31
Large Tires	$2	$2.31	$4.31
XL Ag Tires	$15	$2.31	$17.31
XL Industrial Tires	$275/ton	$2.31	Not calculated*
Individual Customers (no DFA Waste Tire Number)			
Small Tires	$4	na	na
Large Tires	$10	na	na
XL Ag Tires	$25	na	na
XL Industrial Tires	$275/ton	na	na
City and County Cleanups			
Small Tires	$2	$2.31	$4.31
Large Tires	$5	$2.31	$7.31
XL Ag Tires	$25	$2.31	$27.31*
XL Industrial Tires	$275/ton	$2.31	Not calculated*

Davis collects and retains these fees at the point of their collection.
Tire Management Fee paid by UTP-2
Davis tire management fee charged to UTP-2: $2.19 per tire
Administrative Cost Recovery
UTP-2 retains the remaining $0.12 to administer the program
* Variable weights per tire

UTP-3 Plan Revision based on Act 169 of 2026

UTP-3 executed a revised contract with their existing tire management contractor, Upper Southwest Regional Solid Waste Management District (Upper Southwest) to acknowledge that Upper Southwest will be compensated through its collection of additional fees according to a variable rate structure. This rate plan is based on various tire types and customer types per tire managed. Upper Southwest is responsible for collecting these additional fees and retains the fees it collects to offset costs of multiple sub-contractors. Additionally, through the revised contract agreements, UTP-3 will compensate Upper Southwest on a revised flat rate basis for each tire managed for tire management costs and UTP administration. Table 3 describes the variable rates that Upper Southwest will charge customers and includes the flat rate charged to UTP-3.

Table 3: Contractor rates by Upper Southwest for collection/processing (additional to the state required rim removal fee)

Tire Generators (Retailers) and Collections Center (with DFA Waste Tire Number)			
Tire Size	Fee (per tire)	Act 169 Rate (per tire)	Effective Business Plan Rate
Small Tires	$0.75[1]	$2.31	$3.06
Large Tires	$2.00[2]	$2.31	$4.31
XL Tires	$275/ton	$2.31	Not calculated*
Individual Customers (no DFA Waste Tire Number)			
Small Tires	$3	na	na
Large Tires	$5	na	na
XL Tires	$275/ton	na	na
[1] May increase to maximum of $3 if necessary [2]May increase to maximum of $5 if necessary Upper Southwest collects and retains these fees from the point of their collection.			
Tire Management and Administrative Fee paid by UTP-3			

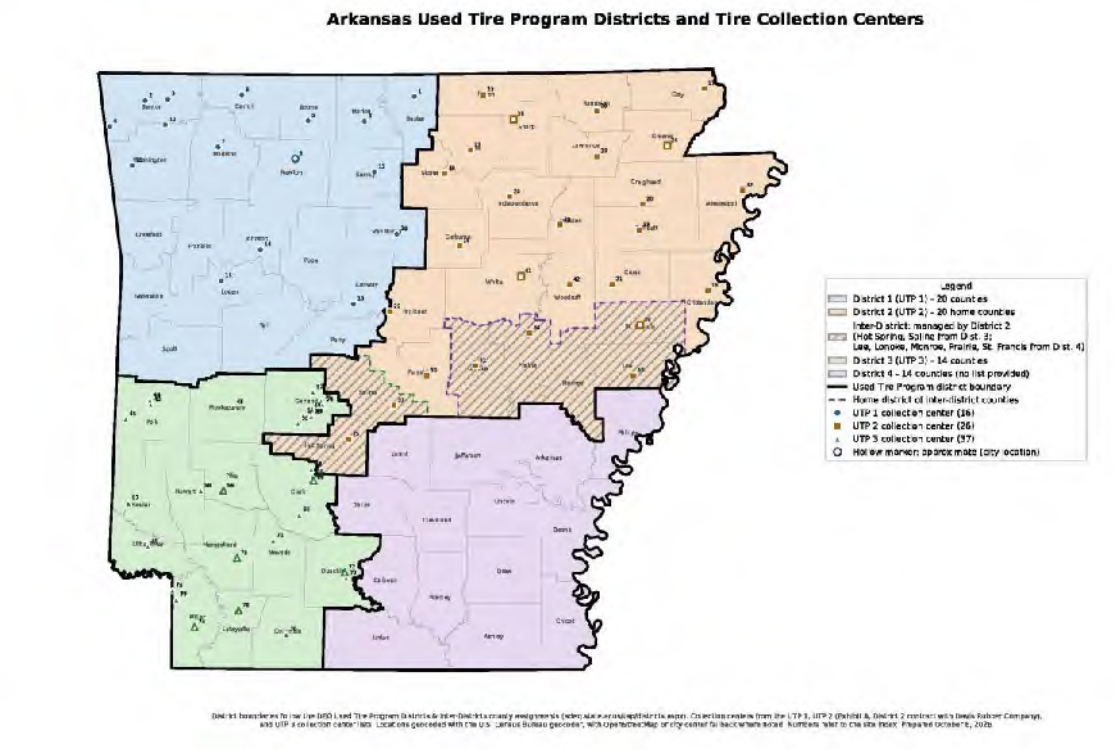
Upper Southwest fee charged to UTP-3 for tire management and administrative costs: $2.31 per tire
* Variable weights per tire

Overview Information and Minimum Required Information

DEQ has reviewed the ePortal submissions for UTP-1, UTP-2, and UTP-3 and determined that each revision request is complete for the purposes of meeting 8 CAR § 64-302 and 8 CAR § 64-303 content requirements necessary to revise the existing business plans.

DEQ considered additional requirements of Act 169 of 2026 during review. Act 169 of 2026 no longer requires each UTP to ensure a Tire Collection Center (TCC) will operate in each county. As an alternative, each UTP must ensure that an adequate number of TCCs operate to meet the needs of the UTP. Within its revised business plan submission, each UTP has certified the number of TCCs that will operate within the UTP and that the number is adequate to serve the UTP. A map of TCCs serviced by each UTP below.

- sixteen (16) TCCs in UTP-1;
- nineteen (19) TCCs in UTP-2, and
- seventeen (17) TCCs in UTP3.



Mississippi County has opted out of any coordination with or reimbursements through UTP-2. No information has been provided on future tire management within or by Mississippi County.

Approval Process

8 CAR § 64-305 requires that DEQ evaluate the efficiency, sustainability, and accountability of each used tire program and its proposed cost of managing small tires and large tires for approval of the business plan reimbursement rate for small tires and large tires for each used tire program. DEQ may use the following:

(a) Fiscal analysis of the proposed business plan;

(b) Comparative analysis of the used tire program to other used tire programs in the state;

(c) Comparative analysis of the used tire program's proposed business plan to alternative business models for used tire management; or

(d) Any other reasonable method of calculating business plan rates for the costs associated with the management of used tires.

(a) Fiscal analysis of the proposed business plan:

Each UTP will retain a portion of the set $2.31 per tire for administrative costs and remit the remaining amount to its contractor(s). Under the revised contracts, the UTP-1 contractors charge $2.14 per tire, Davis charges UTP-2 $2.19 per tire, and Upper Southwest receives the full $2.31. Pursuant Ark. Code Ann. § 8-6-704(c) states that the regional solid waste management boards shall adopt and follow county purchasing procedures, as provided in § 14-22-101 et seg., as the approved purchasing procedures for the districts. Each UTP revised its contract with its existing contractor or contractors, no alternative bidders or rate structures were identified, and the fees that customers will pay were set by agreement between the UTP and the incumbent contractor. The absence of competitive bidding limits DEQ's ability to perform a fiscal analysis.

Each contractor will charge additional fees to customers. The revised plans state the customer fees but do not explain the costs those fees are intended to cover. No information was submitted showing what activities the additional customer fees fund or why the effective business plan rate for a passenger tire from a tire generator increases from the previously approved $2.82 and $2.92 per tire to $4.31 per tire in UTP-1 and UTP-2. In UTP 3, the effective rate begins at $3.06, compared with a previously approved rate of $2.80, and may rise to $5.31 if the contractor increases its fee to the $3 maximum allowed by the revised agreement. Alternate bidders or rate structures may provide potential savings that could be passed along to the public consumers.

Under the revised contracts, UTP-1 retains $0.17 per tire and UTP-2 retains $0.12 per tire of the $2.31 reimbursement for administrative costs. UTP-3 remits the full $2.31 to Upper Southwest, for administration and tire processing costs. The plans also set tonnage rates of $225 to $275 per ton for extra-large tires without supporting cost information.

(b) Comparative analysis of the used tire program to other used tire programs in the state:

A comparative analysis of the business plan rate itself cannot be performed as the business plan rate was set by Act 169 of 2026 at $2.31 per tire. A comparative analysis between UTP-1, UTP-2, and UTP-3's business models and effective business plan rates was performed and indicated a similar $2 per passenger tire rate structure in each UTP, collected by the contractor, with costs passed along to retail customers purchasing new tire(s). The exception to this similarity is that UTP-3's contractor will not initially collect $0.75 per tire but is authorized by the District Board to a full $2 per tire.

In UTP-1 and UTP-3, the contractors are regional solid waste management districts; in UTP-2, the contractor is a private company. Each contractor also sets and collects the customer fees it retains, so retailers and residents within a UTP have no alternative provider operating under the program's rate structure.

A public solicitation would allow private and public providers to offer prices and service models and may reduce dependence on a single provider.

(c) Comparative analysis of the used tire program's proposed business plan to alternative business models for used tire management:

A comparative analysis of alternative business models was attempted, but there were no other tire management models identified that are currently available within the UTP-1, UTP-2, or UTP-3 regions.

Each UTP is allowing contractors to collect and retain the additional customer fees at the point of collection, and private contractor profit margins are not required to be disclosed. The revenue contractors receive outside the Used Tire Recycling Fund is therefore not reported to DEQ, and DEQ could not perform a fiscal analysis of those fees under 8 CAR § 64-305(b)(1).

If the UTPs had publicly advertised to solicit competitive bids, other options may have been identified.

(d) Any other reasonable method of calculating business plan rates for the costs associated with the management of used tires.

As discussed, the business plan rates may only be allowed up to a maximum of $2.31 per tire, and the effective business plan rates are set by the contracts between UTP-1 and Boston Mtn. and West River, between UTP-2 and Davis, and between UTP-3 and Upper Southwest. No other contractor options were identified by any of the three business plans.

UTP-4 Update:

UTP-4 (Southeast) did not submit a revised business plan and has not submitted requests for reimbursement since the 3rd Quarter of 2025. UTP-4 did publish a bid for the management of waste tires but received no bids.

DEQ is actively pursuing formal enforcement on the tire processor in UTP-4 and continues to urge UTP-4 to collect and process tires.

Conclusion:

Act 169 of 2026 went into effect on July 1, 2026, and reduced the amount DEQ may reimburse UTPs to a maximum of $2.31 per tire. To address the projected costs of administering waste tire management within UTP-1, UTP-2, and UTP-3, DEQ recommends approval of the maximum $2.31 per tire business plan rate requested by each UTP.

The additional variable rate structures provided through the revised contracts are intended to address the additional funding necessary to complete full management of tires within each UTP. DEQ recommends acknowledgment of the effective business plan rates presented by this memo with future consideration and refinement of the expected or allowable procedures to be followed to develop rate structures and contract revisions. The rate and contract revisions should be as efficient and economical as possible for the citizens served.
Tire management services in each region are provided by the incumbent contractor(s) without an open opportunity for other processors, haulers, or recyclers to compete.

DEQ recommends that future business plan submittals and contract revisions include, at a minimum: (1) documentation of a public solicitation for tire management services, or of the specific exemption relied upon under the county purchasing procedures; (2) the bids or proposals received and the basis for contractor selection; and (3) a cost breakdown supporting each customer fee in the variable rate structure.

ARKANSAS POLLUTION CONTROL AND ECOLOGY COMMISSION

MINUTE ORDER NO. 26-10

SUBJECT: Used Tire Program 1, 2, and 3
Business Plan Rate
Docket No. 26-

In response to Act 169 of the 2026 Fiscal Session of the Arkansas General Assembly, which limits the Department of Energy and Environment, Division of Environmental Quality's (DEQ) used tire reimbursement to $2.31 and allows used tire programs (UTPs) to recover remaining costs of tire management within their operational boundaries, UTP 1, 2, and 3 submitted a revised business plan to DEQ.

Each UTP revised its contract with its existing contractor or contractors, no alternative bidders or rate structures were identified, and the fees that customers will pay were set by agreement between the respective UTP and its incumbent contractor.

Under the revised contracts, UTP-1 retains $0.17 per tire and UTP-2 retains $0.12 per tire of the $2.31 reimbursement for administrative costs, respectively, and the contractors receive the remainder. UTP-3 remits the full $2.31 to Upper Southwest Solid Waste Management District for administration and tire processing costs.

Each UTP set an additional $2 per passenger tire rate structure, collected by the contractor, with costs passed along to retail customers purchasing new tire(s). The exception to this similarity is that UTP-3's contractor will initially collect $0.75 per tire, but is authorized by the District Board up to $2 per tire. The additional fees effectively increase the business plan rate as laid out in the table below.

	Current Rate	Act 169 rate	Passenger and Large Tire Additional Fee	Effective Business Plan Rate
UTP-1	$2.82	$2.31	$2	$4.31
UTP-2	$2.92	$2.31	$2	$4.31
UTP-3	$2.80	$2.31	$0.75 (up to $2)	$3.06

The term *effective business plan rate* above describes the maximum reimbursement rate of $2.31 per tire plus the additional per tire charges recovered during UTP operations as described by the updated business plan.

Pursuant to 8 CAR § 64-304(c), a revised business plan that results in a business-plan rate increase is subject to approval by the Arkansas Pollution Control and Ecology Commission.

The additional variable rate structures provided through the revised contracts are intended to address the additional funding necessary to complete full management of tires within each UTP. DEQ has reviewed the proposed revised business plans, and pursuant to 8 CAR

§ 64-305 recommends the requested rate of $2.31 per tire. DEQ recommends acknowledgment of the effective business plan rates with future consideration and refinement of the expected or allowable procedures to be followed to develop rate structures and contract revisions. The rate and contract revisions should be as efficient and economical as possible for the citizens served.

This revised business plan rate is subject to Commission approval and Legislative Council review pursuant to 8 CAR § 64-304(c) and Ark. Code Ann. § 8-9-408. Having considered the matter at its regularly scheduled meeting on October 23, 2026, the Commission hereby approves UTP-1's, UTP-2's, and UTP-3's revised business plan with a reimbursement rate of $2.31 per tire. The Commission shall have continued jurisdiction for the purposes of enforcement, and modifications or amendments to the provisions of this Order.

BY: _____
Thomas H. McWilliams, Chairman

COMMISSIONERS:

_____ **A. Eckert, III**
_____ **R. McMullen**
_____ **B. Batten**

_____ **~~W. Ward~~** M, Ford
_____ **T. McWilliams**

_____ **SUBMITTED BY: Bailey Taylor PASSED: 10/23/2026**
Thomas H. McWilliams, Chair