



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Agenda - Monday, May 16, 2022 - 6:00 PM

Call to Order

Roll Call

Invocation given by Director Barbara Miner

Pledge of Allegiance given by TWU Executive Director Gary Smith

CITIZEN COMMUNICATION

A limit of five (5) minutes per person is allotted for citizens to express their concerns to the Board of Directors, with a maximum of fifty (50) minutes reserved for Citizens Communication. The Board of Directors cannot respond to citizens' concerns during this time.

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

CONSENT

1. Approval of the minutes of the regular meeting May 2, 2022. (CCD) Deputy City Clerk Jenny Narens

REGULAR

2. Consider the following action concerning substandard structures:
Conduct a Public Hearing regarding the condemnation of 15 substandard structures.
Adopt a Resolution condemning 15 substandard structures. (PWD) Building Official Shawn Maxey
3. Adopt an Ordinance authorizing the City Manager to enter into a contract with Maximum Security Services for the Bi-State Justice Building. (Bi-State) Building Maintenance Manager Kristine Baron

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

4. Adopt an Ordinance authorizing the City Manager to enter into an Interlocal Agreement with Miller County for housing certain juveniles detained by the City of Texarkana, Arkansas, in the Lantz Lurry Juvenile Detention Center. (Admin) City Manager E. Jay Ellington

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

BOARD OF DIRECTORS' COMMENTARY

CITY MANAGER REPORT

NEXT MEETING DATE: Monday, June 6, 2022

ADJOURN

2022 City Calendar

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

2022 Job Fair - Texarkana Rec Center - Tuesday, May 17th - 3-7PM

Gateway Farmers Market - First Responder Appreciation Day - Saturday, May 21st - 7AM-noon

The Greater Texarkana Autism Awareness Fundraiser - Saturday, May 21st - 7AM-5PM

45th Anniversary of Smokey and the Bandit Run - Sunday, May 22nd - Monday, May 23 - 7AM-2PM

4-H County O-Rama - Texarkana Rec Center - Tuesday, May 24th - 2-8PM

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

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

Texarkana Rec Center May Calendar

Gym Open Daily - 8AM-7PM

Ageless Grace - Mondays - 10AM-11AM

Life Skills/Risk Avoidance - Mondays - Girls 5-6PM - Boys 6-7PM

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

Dance Fitness - Tuesdays - 6-8PM

Drums Alive - Wednesdays - 9-10AM

Diabetes Empowerment Education Program - Fridays - 1-3PM

Texarkana League of Champions - Saturdays 9AM-5PM



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Approval of the minutes of the regular meeting May 2, 2022. (CCD) Deputy City Clerk Jenny Narens
AGENDA DATE:	May 16, 2022
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Minutes
DEPARTMENT:	City Clerk Department
PREPARED BY:	Heather Soyars, City Clerk
REQUEST:	Approval of meeting minutes.
EMERGENCY CLAUSE:	N/A
SUMMARY:	Approval of meeting minutes
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	The City Clerk recommends Board approval.
EXHIBITS:	Meeting minutes.



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Minutes - Monday, May 02, 2022 - 6:00 PM

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

PRESENT: Mayor Allen Brown, Ward 1 Director Terry Roberts, Ward 2 Director Laney Harris, Assistant Mayor Ward 3 Steven Hollibush, Ward 5 Director Barbara Miner and Ward 6 Director Jeff Hart.

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

ABSENT: Ward 4 Director Ulysses Brewer

Invocation given by Director Terry Roberts.

Pledge of Allegiance given by Public Works Director Tyler Richards.

CITIZEN COMMUNICATION

Jon Carnes, 3317 East Street, wanted to know if the City would allow a residential burn permit.

Rocky Murray, 3037 Pleasant Grove Road, said he had nuisance problems with the tenants living at 704 Artesian Street and wanted to know the City's ordinances regarding nuisance abatement.

PRESENTATION(S)

1. Proclamation declaring the week of May 9 through May 13, 2022, as Economic Development Week. (Admin)
2. Presentation of the City of Texarkana, Arkansas Employee Service Awards. (CCD) Heather Soyars

William Greer	PWD	15 Years
Allen Johnson	TAPD	10 Years
Zachary White	TAPD	15 Years
Christopher McKinney	TWU	10 Years
David Gauldin	TWU	25 Years

Debbie Nolte was recognized for her retirement after 27 years of service as Chief Probation Officer at the Bi-State Justice Building.

CONSENT

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

3. Approval of the minutes of the regular meeting April 18, 2022. (CCD) City Clerk Heather Soyars

REGULAR

4. Resolution No. 2022-33 approving the reimbursement of \$37,900 to the Texarkana Regional Airport from American Rescue Act Funds. (FIN) Finance Director TyRhonda Henderson

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

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

No one came forward.

Voting Yea: Mayor Allen Brown, Director Terry Roberts, Director Laney Harris, Assistant Mayor Steven Hollibush, Director Barbara Miner and Director Jeff Hart.

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

5. **TABLED INDEFINITELY** – Resolution authorizing the City Manager to enter into a contract with Solid Waste Specialists, LLC, to prepare and procure documents required to solicit proposals for commercial and residential waste collection. (Admin) City Manager E. Jay Ellington

Director Roberts said he had a problem with the cost of the contract being \$44,000. He said with an elected Board and a Solid Waste Committee, they were smart enough to decide and save the \$44,000.

Mayor Brown said he was not in favor of it due to the cost and he did not know the scope of the study. He said he would like to wait and not spend the money right now due to unknown expenses coming up in the next year.

Director Hart said he would recommend the resolution to be pulled and have a discussion first.

Director Harris asked what would happen to the two local trash haulers who picked up the trash now. He said he did not think the citizens wanted a change in pick-up times and price.

Mayor Brown said he thought the City was in a good place with the haulers right now and he would like to see this postponed until there was more information.

Director Roberts said it would be hard to support other haulers since the two the City used were local and have the best pricing. He said local people should have priority from the Board.

Motion to table the resolution made by Assistant Mayor Hollibush, Seconded by Director Roberts.

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

No one came forward.

Voting Yea: Mayor Allen Brown, Director Terry Roberts, Director Laney Harris, Assistant Mayor Steven Hollibush, Director Barbara Miner and Director Jeff Hart.

The motion was tabled.

6. Ordinance No. 16-2022 authorizing the City Manager to purchase Comfort Isle Skid Restrooms from AMS Global, for Festival Plaza. (Admin) City Manager E. Jay Ellington

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

Voting Yea: Mayor Allen Brown, Director Terry Roberts, Director Laney Harris, Assistant Mayor Steven Hollibush, Director Barbara Miner and Director Jeff Hart.

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

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

Voting Yea: Mayor Allen Brown, Director Terry Roberts, Director Laney Harris, Assistant Mayor Steven Hollibush, Director Barbara Miner and Director Jeff Hart.

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

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

Voting Yea: Mayor Allen Brown, Director Terry Roberts, Director Laney Harris, Assistant Mayor Steven Hollibush, Director Barbara Miner and Director Jeff Hart.

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

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

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

No one came forward.

Voting Yea: Mayor Allen Brown, Director Terry Roberts, Director Laney Harris, Assistant Mayor Steven Hollibush, Director Barbara Miner and Director Jeff Hart.

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

7. Ordinance No. 17-2022 to rezone a tract of land located in the 6000-6100 block of East Broad Street of land from R-1 Rural residential to C-3 Open-display commercial. (Ward 6) (PWD) City Planner Mary Beck

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

Voting Yea: Mayor Allen Brown, Director Terry Roberts, Director Laney Harris, Assistant Mayor Steven Hollibush, Director Barbara Miner and Director Jeff Hart.

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

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

Voting Yea: Mayor Allen Brown, Director Terry Roberts, Director Laney Harris, Assistant Mayor Steven Hollibush, Director Barbara Miner and Director Jeff Hart.

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

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

Voting Yea: Mayor Allen Brown, Director Terry Roberts, Director Laney Harris, Assistant Mayor Steven Hollibush, Director Barbara Miner and Director Jeff Hart.

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

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

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

No one came forward.

Voting Yea: Mayor Allen Brown, Director Terry Roberts, Director Laney Harris, Assistant Mayor Steven Hollibush, Director Barbara Miner and Director Jeff Hart.

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

BOARD OF DIRECTORS' COMMENTARY

Director Miner said she wanted to thank the nice teenage boy that stopped and helped her make the corner of the 2500 Block of 24th Street look better.

Mayor Brown said there was a workshop on Tuesday, May 17, 2022, at 4:00 PM and the First Responders' Day was Wednesday, May 18, 2022.

Assistant Mayor Hollibush said in February, Texarkana Water Utilities (TWU) competed in a drinking water contest held in Hot Springs, Arkansas. On May 1, 2022, they announced the winner, and Texarkana, Arkansas won first place.

CITY MANAGER REPORT

City Manager E. Jay Ellington gave the following report:

- He said there would be a Solid Waste Committee meeting on Thursday, May 26, 2022, at 4:00 PM.
- The Texarkana Water Utilities (TWU) rate study workshop would be held around May 17, 2022.
- He said he had a meeting with the quorum court on Tuesday, May 3, 2022, regarding the proposal the City had put forward about the Juvenile Detention Center.
- He said he was very pleased with the turnout for the Comprehensive Plan meeting, and he received great input from people who attended.
- He would be attending the Neighborhood USA Conference with Texarkana, Texas City Manager David Orr this week and they would be speaking about collaborating on how the two states work together.

- The City received recognition from the Arkansas Economic Development Commission for being a Competitive Community.
- He said the Farmer's Market would open Saturday, May 7, 2022, at 7:00 AM.
- The Rec Center would host a job fair on Tuesday, May 17, 2022.
- He said the Rec Center held an Ageless Grace class on Mondays, and it was free to the public.

EXECUTIVE SESSION

The Board of Directors entered Executive Session at 6:50 PM.

The Mayor reconvened the meeting at 7:02 PM and no action was taken.

NEXT MEETING DATE: Monday, May 16, 2022

ADJOURN

Motion to adjourn made by Director Hart, Seconded by Director Miner.

Voting Yea: Mayor Allen Brown, Director Terry Roberts, Director Laney Harris, Assistant Mayor Steven Hollibush, Director Barbara Miner and Director Jeff Hart.

The motion carried 6-0 and the meeting adjourned at 7:02 PM.

APPROVED this the 16th day of May 2022.

Allen L. Brown, Mayor

Jenny Narens, Deputy City Clerk



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Consider the following action concerning substandard structures: Conduct a Public Hearing regarding the condemnation of 15 substandard structures. Adopt a Resolution condemning 15 substandard structures. (PWD) Building Official Shawn Maxey
AGENDA DATE:	May 16, 2022
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
DEPARTMENT:	Public Works Department
PREPARED BY:	Shawn Maxey, Building Official
REQUEST:	Condemn 15 substandard structures.
EMERGENCY CLAUSE:	N/A
SUMMARY:	This resolution will condemn 15 substandard structures.
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	The City Manager and staff recommend Board approval.
EXHIBITS:	Resolution and description of properties.

RESOLUTION NO. _____

WHEREAS, the Public Works Department has requested an order of condemnation under Section 11-87 of the *City of Texarkana, Arkansas, Code of Ordinances* for the following property:

ADDRESS, MILLER COUNTY PARCEL NUMBER AND WARD NUMBER	LEGAL DESCRIPTION (PER MILLER COUNTY ASSESSOR, NOT INDEPENDENTLY VERIFIED)	OWNER
605 ARTESIAN Parcel: 3451920 Ward 2	Legal: ALL LOT 2 Block/Lot: 056 / 002 Subdivision: KIRBY COLLEGE	NOLTE, DAMONA 623 ARTESIAN TEXARKANA, AR 71854
721 C BEECH ST, 721 BEECH ST, 721 B BEECH ST Parcel: 1010710 Ward 2	Legal: ALL LOTS 1-2-3 & 10-11-12 Block/Lot: 013 / 012 Subdivision: ORIGINAL CITY	KHANIOS TREEHOUSE C/O YASIR DEGRATE 608 THATCHER ST TEXARKANA, AR 71854
1103 COUNTY AVE Parcel: 4070300 Ward 2	Legal: ALL LOT 9 & N/2 OF LOT 10 (N 35') Block/Lot: 002 / 010 Subdivision: MOORE'S	SHIPP, BENJAMIN LEE 1203 CHATFIELD BENTON, AR 72015
1023 COUNTY AVE Parcel: 4070310 Ward 2	Legal: N 68' OF LOT 11 Block/Lot: 002 / 011 Subdivision: MOORE'S	WEST, CHET D & PATTERSON, JIMMY & MYRTLE 28 PERCH ST HOPE, AR 71801
2108 / 2110 COUNTY AVE Parcel: 5150610 Ward 4	Legal: ALL LOT 9 Block/Lot: 008 / 009 Subdivision: STAFFORD'S	UPCHURCH, RAYMOND L JR & DOLLY C 516 WARD RD TEXARKANA, AR 71854
509 EAST ST Parcel: 1690030 Ward 2	Legal: ALL LOT 4 LESS 5' OFF E SIDE VOL 216 PG 288 Block/Lot: 001 / 004 Subdivision: BRONWAY HGTS.	AYALA, ZORAYDA 10202 FORUM PARK DR #220 HOUSTON, TX 77036

607 IDA Parcel: 3990090 Ward 2	Legal: ALL LOT 5 & 6 Block/Lot: 003 / 006 Subdivision: MILE'S	MCDOWELL, JERRY A & CAROLYN WHITEFIELD 10562 US HWY 82 TEXARKANA, AR 71854
1408 KLINE Parcel: 3290670 Ward 2	Legal: ALL OF LOTS 10 & 11 Block/Lot: 008 / 011 Subdivision: IRON MTN	DICKERSON, DAVID – ESTATE 1408 KLINE %CORINNE E. MURRELL TEXARKANA, AR 71854
1608 LINE FERRY RD Parcel: 4950280 Ward 2	Legal: ALL LOTS 13 & 14 Block/Lot: 004 / 014 Subdivision: SLIMER'S 1 ST	SMITH, STEVEN M 315 KROBOT LN TEXARKANA, TX 75501
504 MARY Parcel: 5350090 Ward 2	Legal: ALL LOTS 10 & 11 Block/Lot: 001 / 011 Subdivision: TEMPLE & COOK	BLOCK, PLEZ %CONRAD 5607 WOODLINE TEXARKANA, AR 71854
2803 PECAN Parcel: 3271410 Ward 4	Legal: ALL OF LOTS 5 & 6 Block/Lot: 021 / 006 Subdivision: INDUSTRIAL COL.	GUTA LANDS USA DEPT B, PO BOX 103 GREENLAND, AR 72737
1408 ROBERTS Parcel: 3050220 Ward 2	Legal: ALL LOT 10 Block/Lot: 002 / 010 Subdivision: HILLTOP MCIVERS 2 ND	PEREZ, AVEL & HERRERA, YAMILED 701 HIGHWAY 71 N DE QUEEN, AR 71832
1507 ROSE Parcel: 00353400 Ward 2	Legal: PT. SW SW Block/Lot: N/A / N/A Subdivision: 29-15S-28W	DRAKE, REUBEN L JR & HANNAH MAE 2803 E 50TH ST TEXARKANA, AR 71854
220 E SHORT 10 TH Parcel: 5430030 Ward 2	Legal: ALL LOT 2 Block/Lot: 00B / 002 Subdivision: VARNER'S	ALEXANDER, WILLIAM H 137 E MACEDONIA RD TEXARKANA, TX 75501
2410 E 13TH Parcel: 2010050 Ward 3	Legal: ALL LOT 5 REV Block/Lot: 001 / 005 Subdivision: CONGER'S & MAJOR'S REV	SALAZAR, MIGDALIA MALDONADO & SACHEZ, ROBERTO HERNANDEZ 20200 SW PECAN ST BEAVERTON, OR 97005

WHEREAS, owners of the listed properties have been notified that the structure on the property is in violation of applicable code, including any applicable violation at the

Arkansas Fire Prevention Code and the International Property Maintenance Code, but little or no work has been done on the structure and the allowed time period has lapsed for the owners to voluntarily bring the structure into code compliance; and

WHEREAS, the Public Works Department has attempted to notify, by certified mail, the last owner of record of each property informing them that the Board of Directors will consider declaring the structure (including all structures on the property) a nuisance; and

WHEREAS, notice of the condemnation will be sent to the owner of record allowing thirty days to address the property in accordance with applicable code, failing which the City will have the right to demolish the structure after giving the property owner at least ten days in which to remove any personal property; and

WHEREAS, the City Manager and Staff recommend approval;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Texarkana, Arkansas, that the above property is declared to be a nuisance and condemned under the provisions of Section 11-87 and other applicable sections of the *City of Texarkana, Arkansas, Code of Ordinances*; that the Public Works Department shall provide the owner of record with notices of the condemnation and allow thirty days to address the property in accordance with applicable code; that the Public Works Department is authorized to demolish any of the above-described structures that are so appropriately addressed within the thirty-day period after giving the owner at least ten days in which to remove any personal items.

PASSED AND APPROVED this 16th day of May, 2022.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

George Matteson, City Attorney



2022 Proposed Demolitions |

CLASSIFICATIONS

- A1- TAGGED UNSAFE BUT COULD BE REHABILITATED
- A2- TAGGED UNSAFE AND NEEDS MODERATE REPAIR
- A3- TAGGED UNSAFE AND NEEDS MAJOR REPAIR
- A4- TAGGED UNSAFE AND IS COLLAPSED AND OR BURNED BEYOND REPAIR

605 ARTESIAN

- TAGGED **10/14/13**
- INVITATION TO BOD MEETING **2/28/22**
- CLASSIFIED A3 – NEEDS MAJOR REPAIR
- STAFF RECOMMENDS CONDEMNATION
- WARD 2



721 BEECH

- TAGGED **2/16/22**
- INVITATION TO BOD MEETING **2/28/22**
- CLASSIFIED A4- COLLAPSED
- STAFF RECOMMENDS CONDEMNATION
- WARD 2



1103 COUNTY

- TAGGED **4/11/17**
- INVITATION TO BOD MEETING **2/28/22**
- CLASSIFIED A2 – NEEDS MODERATE REPAIR
- STAFF RECOMMENDS CONDEMNATION
- WARD 2



1023 COUNTY

- TAGGED **4/11/17**
- INVITATION TO BOD MEETING **2/28/22**
- CLASSIFIED A2 – NEEDS MODERATE REPAIR
- STAFF RECOMMENDS CONDEMNATION
- WARD 2



2108 / 2110 COUNTY

- TAGGED **4/21/21**
- INVITATION TO BOD MEETING **2/28/22**
- CLASSIFIED A2 - NEEDS MODERATE REPAIR
- STAFF RECOMMENDS CONDEMNATION
- WARD 4



509 EAST

- TAGGED **2/16/22**
- INVITATION TO BOD MEETING **2/16/22**
- CLASSIFIED A3 – NEEDS MAJOR REPAIR
- STAFF RECOMMENDS CONDEMNATION
- WARD 2



607 IDA

- TAGGED **1/30/15**
- INVITATION TO BOD MEETING **2/28/22**
- CLASSIFIED A3- NEEDS MAJOR REPAIRS
- STAFF RECOMMENDS CONDEMNATION
- WARD 2



1408 KLINE

- TAGGED **2/8/22**
- INVITATION TO BOD MEETING **2/28/22**
- CLASSIFIED A4- BURNED/COLLAPSED
- STAFF RECOMMENDS CONDEMNATION
- WARD 3



1608 LINEFERRY

- TAGGED **6/5/14**
- INVITATION TO BOD MEETING **2/28/22**
- CLASSIFIED A3 - NEEDS MAJOR REPAIRS
- STAFF RECOMMENDS CONDEMNATION
- WARD 2



504 MARY

- TAGGED **2/14/22**
- INVITATION TO BOD MEETING **2/28/22**
- CLASSIFIED A4 – COLLAPSED
- STAFF RECOMMENDS CONDEMNATION
- WARD 2



2803 PECAN

- TAGGED **4/7/11**
- INVITATION TO BOD MEETING **2/28/22**
- CLASSIFIED A4 – COLLAPSED
- STAFF RECOMMENDS CONDEMNATION
- WARD 4



1408 ROBERTS

- TAGGED **6/29/12**
- INVITATION TO BOD MEETING **2/28/22**
- CLASSIFIED A4 – COLLAPSED
- STAFF RECOMMENDS CONDEMNATION
- WARD 2



1507 ROSE

- TAGGED **1/7/15**
- INVITATION TO BOD MEEETING **2/28/22**
- CLASSIFIED A4 – COLLAPSED
- STAFF RECOMMENDS CONDEMNATION
- WARD 2



220 E SHORT 10TH

- TAGGED **4/4/12**
- INVITATION TO BOD MEETING **2/28/22**
- CLASSIFIED A3 - NEEDS MAJOR REPAIR
- STAFF RECOMMENDS CONDEMNATION
- WARD 2



2410 E 13TH

- TAGGED **12/3/15**
- INVITATION TO BOD MEETING **2/28/22**
- CLASSIFIED A3 - NEEDS MAJOR REPAIRS
- STAFF RECOMMENDS CONDEMNATION
- WARD 3



**ADDRESS, MILLER
COUNTY PARCEL
NUMBER AND WARD
NUMBER**

**LEGAL DESCRIPTION
(PER MILLER COUNTY
ASSESSOR, NOT
INDEPENDENTLY
VERIFIED)**

OWNER

605 ARTESIAN
Parcel: 3451920
Ward 2

Legal: ALL LOT 2
Block/Lot: 056 / 002
Subdivision: KIRBY
COLLEGE

NOLTE, DAMONA
623 ARTESIAN
TEXARKANA, AR 71854

721 C BEECH ST, 721
BEECH ST, 721 BEECH
ST, 721 B BEECH ST
Parcel: 1010710
Ward 2

Legal: ALL LOTS 1-2-3 & 10-
11-12
Block/Lot: 013 / 012
Subdivision: ORIGINAL
CITY

KHANIOS TREEHOUSE
C/O YASIR DEGRATE
608 THATCHER ST
TEXARKANA, AR 71854

1103 COUNTY AVE
Parcel: 4070300
Ward 2

Legal: ALL LOT 9 & N/2 OF
LOT 10 (N 35')
Block/Lot: 002 / 010
Subdivision: MOORE'S

SHIPP, BENJAMIN LEE
1203 CHATFIELD
BENTON, AR 72015

1023 COUNTY AVE
Parcel: 4070310
Ward 2

Legal: N 68' OF LOT 11
Block/Lot: 002 / 011
Subdivision: MOORE'S

WEST, CHET D &
PATTERSON, JIMMY &
MYRTLE
28 PERCH ST
HOPE, AR 71801

2108 / 2110 COUNTY AVE
Parcel: 5150610
Ward 4

Legal: ALL LOT 9
Block/Lot: 008 / 009
Subdivision: STAFFORD'S

UPCHURCH,
RAYMOND L JR &
DOLLY C
516 WARD RD
TEXARKANA, AR 71854

509 EAST ST
Parcel: 1690030
Ward 2

Legal: ALL LOT 4 LESS 5'
OFF E SIDE VOL 216 PG 288
Block/Lot: 001 / 004
Subdivision: BRONWAY
HGTS.

AYALA, ZORAYDA
10202 FORUM PARK DR
#220
HOUSTON, TX 77036

607 IDA
Parcel: 3990090
Ward 2

Legal: ALL LOT 5 & 6
Block/Lot: 003 / 006
Subdivision: MILE'S

MCDOWELL, JERRY A
& CAROLYN
WHITEFIELD
10562 US HWY 82
TEXARKANA, AR 71854

1408 KLINE Parcel: 3290670 Ward 2	Legal: ALL OF LOTS 10 & 11 Block/Lot: 008 / 011 Subdivision: IRON MTN	DICKERSON, DAVID – ESTATE 1408 KLINE %CORINNE E. MURRELL TEXARKANA, AR 71854
1608 LINE FERRY RD Parcel: 4950280 Ward 2	Legal: ALL LOTS 13 & 14 Block/Lot: 004 / 014 Subdivision: SLIMER'S 1 ST	SMITH, STEVEN M 315 KROBOT LN TEXARKANA, TX 75501
504 MARY Parcel: 5350090 Ward 2	Legal: ALL LOTS 10 & 11 Block/Lot: 001 / 011 Subdivision: TEMPLE & COOK	BLOCK, PLEZ %CONRAD 5607 WOODLINE TEXARKANA, AR 71854
2803 PECAN Parcel: 3271410 Ward 4	Legal: ALL OF LOTS 5 & 6 Block/Lot: 021 / 006 Subdivision: INDUSTRIAL COL.	GUTA LANDS USA DEPT B, PO BOX 103 GREENLAND, AR 72737
1408 ROBERTS Parcel: 3050220 Ward 2	Legal: ALL LOT 10 Block/Lot: 002 / 010 Subdivision: HILLTOP MCIVERS 2ND	PEREZ, AVEL & HERRERA, YAMILED 701 HIGHWAY 71 N DE QUEEN, AR 71832
1507 ROSE Parcel: 00353400 Ward 2	Legal: PT. SW SW Block/Lot: N/A / N/A Subdivision: 29-15S-28W	DRAKE, REUBEN L JR & HANNAH MAE 2803 E 50TH ST TEXARKANA, AR 71854
220 E SHORT 10 TH Parcel: 5430030 Ward 2	Legal: ALL LOT 2 Block/Lot: 00B / 002 Subdivision: VARNER'S	ALEXANDER, WILLIAM H 137 E MACEDONIA RD TEXARKANA, TX 75501
2410 E 13TH Parcel: 2010050 Ward 3	Legal: ALL LOT 5 REV Block/Lot: 001 / 005 Subdivision: CONGER'S & MAJOR'S REV	SALAZAR, MIGDALIA MALDONADO & SACHEZ, ROBERTO HERNANDEZ 20200 SW PECAN ST BEAVERTON, OR 97005



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance authorizing the City Manager to enter into a contract with Maximum Security Services for the Bi-State Justice Building. (Bi-State) Building Maintenance Manager Kristine Baron

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

AGENDA DATE: May 16, 2022

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Maintenance/Security

PREPARED BY: Kristine Barron

REQUEST: Enter into a contract with Maximum Security Services

EMERGENCY CLAUSE: YES

SUMMARY: The Bi State Justice Center is unique in its security and for this reason I requested a Request for Proposals (RFP) instead of a sealed bid. The selection of provider does not lend itself to competitive bidding. I and four others selected Maximum Security due to the services they can provide, and the number of employees we need to cover the Bi State 24/7.

In the past I have had to use the Bi State employees to cover over night and afternoon shifts due to the short comings of our previous company. We have also had issues with their employees not following policies due to not having Standard Operating Procedures in place.

The cost is \$1.00 more an hour higher than our current contracted company. The budget has already been approved for this service. I am including a copy of Maximum Security's contract with this request.

Maximum pays their employees a better wage as well as offers PTO. This was something we looked at for retention.

We will be changing security companies from Horne Enterprises to Maximum Security effective 6.4.2022.

EXPENSE REQUIRED:

AMOUNT BUDGETED: This is already approved in the budget. We will just be changing companies

**APPROPRIATION
REQUIRED:**

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

EXHIBITS: Ordinance, Contract and RFP

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING, ACCEPTING THE PROPOSAL OF MAXIMUM-SECURITY SYSTEMS TO PROVIDE BUILDING SECURITY SERVICES FOR THE BI-STATE JUSTICE BUILDING; WAIVING ANY APPLICABLE COMPETITIVE BIDDING PROVISION; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, upon review of responses submitted to a request for proposals for business security services for the Bi-State Justice Building, Maximum Security Systems was selected as the most qualified and agreement was tentatively reached for the same; and

WHEREAS, the building security needs of the Bi-State Justice Building are unique to the building and due to the fact that the building is utilized by multiply courts, offices, and law enforcement agencies of Arkansas and Texas political subdivisions; and

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

WHEREAS, waiver of competitive bidding is also permitted by Section 2-72 of the *City of Texarkana, Arkansas, Code of Ordinances* for the reasons set out therein; and

WHEREAS, the cost of the service is based on an hourly rate, per security officer needed, provided from time to time and, thus, not calculable with certainty, but within amounts previously budgeted; and

WHEREAS, the City Manager and Bi-State Justice Building staff request approval, and, further, waiver of competitive bidding practices, all as and for the reasons described above;

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

Section 1: The proposal of Maximum Security Services to provide building security services for the Bi-State Justice Building as described above is approved.

Section 2: The City Manager is authorized to enter into any agreement reasonably necessary to accept the proposal on the terms and conditions set forth above.

Section 3: This action being necessary for the preservation of the public peace, health and safety (including without limitation the need to engage the new service provider due to the last date of anticipated work by the existing service provider) and a separate and distinct vote having been taken on this emergency clause, an emergency is therefore declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 16th day of May, 2022.

Allen L. Brown, Mayor

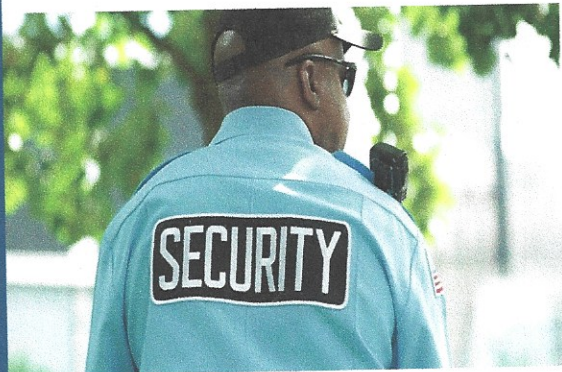
ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

George Matteson, City Attorney

Contract Agreement
UNIFORMED SERVICES
for
BI-STATE JUSTICE CENTER



Presented to: Kristine Barron Bldg.
Manager

Bi-State Justice Center

100 N State Line Ave, Box 4

Texarkana, TX 75501

Presented by: Raymond Hervey,
Owner/CEO

Maximum Security Services

1105 College Dr.

Texarkana TX, 75503

Office 903-824-4342



Kristine Barron, Bldg. Manager

Bi-State Justice Center4

100 N State Line Ave, Box 4

Texarkana, TX 75501

Ms. Barron,

It is with great pleasure herewith we submit our proposal for the provision of security services. We hope that this may be the start of an exciting and productive relationship on what promises to be a worthwhile project .

Maximum Security Training takes pride in hiring the best officers who are sincere, hardworking, honest and reliable. All officers are well trained and carry guard cards (state license which is required by state. Your *security and safety* are our mission. Maximum Security Training LLC can provide customized services that fit the needs for your location and ensure your best possible needs.

All guard services will include uniformed armed guard on for designated hours. During these hours, the officer will be on foot patrol, patrolling the entire property through each shift nothing/resolving any unusual situation/activities. We can also provide items (i.e. **cell phone, guard monitoring system/sensors**)for added safety or as required by your company and/or client to enhance the safety of your location. Any other details will be ironed out during the post-order writing.

Sincerely,

Raymond Hervey, Owner/Trainer

Maximum Security Training Academy LLC

OUR MISSION

Mission Statement

Our mission is to provide protection and security to our clients through a service tailored to their specific needs, ultimately the safety and security of the client's staff, premises, assets and the general public is our highest priority.

Vision

We are committed to the ongoing improvement of the services we provide to our clients. By investing in and developing our most important assets, our staff, we aim to achieve all our goals and exceed our clients' expectations. Through our commitment to high standards it is our vision to earn the trust of our clients by delivering the best quality security services

Values

As a company and as individuals we value above all else honesty, integrity, unselfishness, professionalism and mutual respect. We hold ourselves accountable to our clients, staff and partners by honoring our commitments, providing results and continually striving to provide the highest quality security services

MANAGEMENT APPROACH

Maximum Security Services knows the importance of using our knowledge and experience to keep our clients as safe as possible. Maximum Security Services uses the latest and most advanced technology to monitor for accountability, patrol activity and provide our clients with precise information about their facility and our output. Reports pertaining to guard activity or incident management can be submitted to the client daily or weekly.

Our Officers:

Maximum Security Services takes the time to process each individual officer to ensure that we choose only the best to represent our name and protect our clients. Many of them are former law enforcement officers or military veterans. Our guards are all state certified, licensed and insured and guards are fully trained in defense tactics, and customer service. All guards also maintain a professional appearance including clean pressed uniforms with identifying credentials, polished shoes, neatly groomed hair and facial hair

Our Approach to Security:

We found that enforcement through reinforcement is a much stronger and effective approach. Our guards are able to make those around them feel more confident and comfortable by being approachable sources of information to people. They are able to produce positive communication and feelings of community and safety, as well as the ability to de-escalate potentially volatile situations.

Patrol Procedures:

Efficient patrols are extremely important to maintaining high levels of safety. Maximum Security Training diligently practice highly visible patrols whether on foot or in a patrol car. Patrols are monitored through technology and patterns are random, making it almost impossible to identify a pattern, leaving open opportunity for criminal

Maximum Security Services supervisors and trainer will provide complete customer service. Their responsibilities include:

- ◆ Conducting announced and unannounced post inspections
- ◆ Implementing corrective action plans § Assisting with selecting, training, and evaluating officers
- ◆ Reviewing the security program on a continual basis
- ◆ Assisting with special requests, problems, emergencies & extra staffing requirements
- ◆ Maintaining schedules with efficiency
- ◆ Encouraging and mentoring security personnel on how to increase their productivity and service to the your location during their post hours
- ◆ Cover posts for short-term needs as needed
- ◆ Serve as the locations point of contact as needed
- Supervisors will regularly encourage and mentor assigned personnel on how to increase their productivity and service to your account during their post hours. Maximum Security Services will maintain a strict standard of employee conduct and competency and will initiate and administer appropriate disciplinary action when appropriate. Maximum Security insists that the behavior of its personnel, both on and off duty, reflect favorably on both Maximum security Services and its customers.
-
- Maximum Security Services supervisors are responsible for: ·
- Conducting announced and unannounced post inspections ·
- Corrective action plans ·
- Assisting with selecting, training, and evaluating officers ·
- Reviewing the security program on a continual basis ·
- Assisting with special requests, problems, emergencies, and extra staffing requirements ·
- Maintaining schedules



Invoicing Process

Maximum Security Services invoices include the following invoice number

Billing Information

Description

Due Date

Invoice Process

BILLING

Invoices at a minimum shall include the following:

- ◆ Name of each individual;
- ◆ Number of hours worked during the period;
- ◆ Applicable payment rate;
- ◆ Total compensation requested for the individual;
- ◆ Explanation of overtime or holiday hours charged;
- ◆ Total amount due the contractor for the period invoiced

Maximum Security Service will provide monthly invoicing for services.

Section III

CONTRACT TERMS

The term of this contract shall be for a one-year period unless terminated by either party with thirty (30) days written notice.



IV. Scope of work

This project includes approximately *168 hours of uniformed security service* per week, allocated as follows:

Maximum Security Services shall provide ***armed uniformed security services*** in and around Bi-State Justice Center properties on a 24 hour-a-day, 7 day-a-week basis, or as otherwise indicated per site specifications. Maximum Security personnel will provide a variety of service, including implementing Bi-State Justice Center's security objectives according to policies and procedures which may include but are not limited to the following general tasks: entry and egress access control, roving patrols of interior and exterior building areas, visitor and building employee identification verification, incident and daily operating reports, monitoring and responding to base building intrusion detection systems, alarms and fire detection equipment, responding as necessary to support other life safety duties as identified in post orders and standard operating procedures. Maximum Security Services shall provide appropriate and necessary management and supervision for all Maximum Security Services' employees and shall be solely responsible for instituting and invoking disciplinary action of employees not in compliance with Maxi rules and regulations, as well as any other policies established by the contracting parties. Maximum Security Service shall develop a comprehensive set of Post Orders documenting both general procedures as well a site-specific responsibility. Post Orders shall be prepared prior to the commencement of the contract and must be reviewed and approved by Bi-State Justice Center management with thirty (30) days from commencement of Maximum Security Services' services to Bi-State Justice Center. All security officers will be required to read and verify they understand the Post Orders and at minimum, shall be tested during the On-The-Job Training (OJT) period, annual or more frequently during site inspections. Maximum Security Servicer shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both Maximum Security Service and Bi-State Justice Center's standards.

Maximum Security Service is responsible for the daily personal appearance of security personnel. Maximum Security Services shall provide seasonal uniforms and weather-appropriate protective clothing necessary to support continuous performance of contract requirements. Maximum Security Service shall agree to remove from the site, whenever required to do so by Bi-State Justice Center, any employee considered by Bi-State Justice Center to be unsatisfactory or undesirable to Bi-State Justice Center, within the limits of any applicable laws. Maximum Security Service shall administer all cost accounting and billing relative to this contract. Maximum Security Service shall respond as necessary to accommodate additional duty hours as may be requested by Bi-State Justice Center.

MAXIMUM SECURITY SERVICE
1105 College Drive, Texarkana TX 75503
903-824-4342

SECURITY OFFICER/PATROL AGREEMENT
For
MAXIMUM SECURITY SERVICES. AND BI-STATE
JUSTICE CENTER

THIS AGREEMENT IS MADE THIS MAY 1, 2022 BY AND BETWEEN MAXIMUM SECURITY SERVICES AND CLIENT, CITY OF TEXARKANA, ARKANSAS FOR and ON BEHALF OF THE CITY OF TEXARKANA, TEXAS and BOWIE COUNTY TEXAS D/B/A AS THE BI- STATE JUSTICE CENTER. LOCATED AT 100 N. STATE LINE TEXARKANA, TEXAS, 75501.

THIS AGREEMENT HAS BEEN WRITTEN IN PLAIN LANGUAGE SO IT WILL BE EASY TO UNDERSTAND. MAXIMUM SECURITY SERVICES IS SOMETIMES REFERRED TO AS "WE" OR "OUR", CLIENT IS SOMETIMES REFERRED TO AS "YOU", SECURITY OFFICER/PATROL SERVICES IS REFERRED TO AS, "SERVICE" AND SECURITY OFFICERS AND COMMISSIONED SECURITY OFFICERS ARE SOMETIMES REFERRED TO AS, THE OFFICER".

1. Maximum Security Services agrees to perform Security Officer/Patrol Service for the Client at Client's physical address listed above. The Officer will physically and/or visually inspect all points and items as may be directed in writing by the Client at said physical address. The officer will make you aware of any irregularities or criminal activity to be determined by the Client. The dates and hours of the Service are to be determined by the Client. The Client reserves the right to approve, in advance, all Security Officers before they are placed on duty in the Bi-State Justice Center. Before they are placed for duty in the Bi-State Justice Center
2. The Client agrees to pay Maximum Security Services \$30.00 per hour per officer for the Service payable upon receipt of the billing invoice
3. Maximum Security Services agrees that all services provided to you shall be as a Independent contractor. Maximum Security Services will pay all wages and applicable taxes of the Officers. All guards will receive \$ **15.00 or more depending on company/client assessment and experience.** Maximum Security Services further agrees to remain duly licensed and insured as directed in V.A.C.S. >4413 (29BB) as amended, and Act 429. This information may be obtained by contacting the Texas Dept. of Public Safety, Private Security Div. Austin, Tx
4. The client specifically gives Maximum Security Services and its Officers the authority to perform any and all lawful activities on your premises as may be necessary to properly secure said premises. It is further agreed that Maximum Security Services I is empowered by the Client to file complaints with any court or law enforcement agency against anyone who has violated any statute, laws, or ordinance on the Client's premises.
5. It is understood that Maximum Security Services obligation relates solely to the performance of security services, and that our officer is in no way obligated to maintain, repair, service, replace, operate, or assure the operation of property, systems, or devices of the Client, unless they pertain directly to the security of the premises
6. It is agreed by both parties that Maximum Security Services will exercise full and complete control of its officers as provided by law.
7. It is further agreed that, during the terms of this agreement, and for 90 days after its termination, neither party will hire the other party's employees without the other's permission. Maximum Security Services is not an insurer; limitation of liability; you understand that:
 - a) We are not an insurer of your property or the personal safety of persons on your premises;
 - b) You will provide any insurance on your premises and its contents;
 - c) the amount you pay to us is based only on the value of the service we provide and does not insure your premises or its contents;
 - d) The presence of a Security Officer does not mean that your property will not suffer damage due to theft, burglary, robbery, inventory shortage, or shrinkage, or mysterious disappearance regardless of negligence by us Maximum Security Services. makes no guarantee or

f) It is difficult to determine what portion, if any, of property loss, personal injury or death would be proximately caused by our failure to perform, or our negligence

8. TERM: The term of this Agreement will amend current agreement from, June 4, 2022, @ 00:01 to December 31, 2022. This contract will automatically renew for one year, beginning January 1, 2023, if neither party request a change to any provision of this contract.

9. TERMINATION: Either party of this Agreement shall have the right to terminate the agreement at any time by giving thirty (30) days written notice of termination to the other party. The mailing address for Maximum Security Services 1105 College Sr., Texarkana, TX 75503. The mailing address of Client is 100 N. State Line Ave, Box 4, Texarkana, Texas 75501, Attention: Ms. Kristine Barron

10. Maximum Security Services agrees to maintain workers compensation insurance and/or satisfy the self- insurance requirements under the Texas Workers Compensation law for all of its employees providing services to Client under the term of this Agreement.

Maximum Security Services agrees to maintain liability insurance covering Maximum Security Services and its employees who provides services to Client under the terms of this Agreement in the minimum amount of \$1,000,000.00. Maximum Security Services will provide Client written confirmation of such insurance coverage prior to the execution of this Agreement.

11. This written agreement is the entire and only agreement between you and Maximum Security Services. It replaces any earlier oral or written understanding or agreement. It may be changed only by written agreement signed by both parties. If you have given us a purchase order for this service which provides different terms, this agreement will govern and be controlling. If any provision of this agreement is found to be invalid or illegal by a court, the balance of the agreement shall remain in force.

You agree that this agreement is performed in the state in which the agreement is rendered and shall be governed by the laws of that state.

12. Thirty days prior to this agreement expiring Bi-State will notify Maximum Security Services that they will or will not renew the contract.

Maximum Security Services
1105 College Drive
Texarkana , TX 75503

Bi-State Justice Center
100 N State Line Ave
Texarkana, TX 75501

By:

Raymond C Hervey
Owner, CEO

By: 

Ms. Kristine Barron
Building Mgr.

Date: _____

Date _____

Bowie County Texas
200 N State Line
Texarkana, TX 75501

City of Texarkana TX
100 N State Line Avenue
Texarkana TX

By: _____

By: _____

Date : _____

Date _____

City of Texarkana ,AR
100 N State Line Avenue
Texarkana, AR 75501

By:

Date _____

3/8/2022

REQUEST FOR PROPOSAL SECURITY SERVICES

Section I INTRODUCTION

Bi-State Justice Center is seeking proposals from qualified Contractors to provide uniformed security service for Bi-State Justice Center facilities at 100 N State Line Ave. This document is a Request for Proposal (RFP) for the services described below and does not obligate Bi-State Justice Center to accept responses from eligible Contractors. The RFP establishes minimum requirements a bidder must meet in order to be eligible for consideration as well as information to be included in the Contractor's bid response.

Carefully examine the specifications, conditions, and limitations.

The selection of the successful Contractor will be made based on Bi-State Justice Center evaluation and determination of the relative ability of each Bidder to deliver quality service in a cost-effective manner. The following specific criteria will be evaluated and must be addressed in the proposal:

- 1 History and Organization
- 2 Management Approach
- 3 Personnel Selection Process
- 4 Development and Retention of Personnel
- 5 Total Quality Management Program
- 6 Invoicing Process
- 7 Training Process and Operation Procedures
- 8 Insurance
- 9 Benefits Program
- 10 References

Bi-State Justice Center is not obligated to accept the lowest bid and reserves the right to reject any and all bids or amend the scope of the project. All the Bidders must be duly licensed or otherwise have the ability to perform work in accordance with all governing local authorities and to the satisfaction of those authorities.

Section II SUBMISSION OF PROPOSALS

Responses to this RFP are due by 2:00 pm on April 29, 2022, Late submittals will be rejected. All proposals are to be sealed and addressed to the manager of the RFP process:

Kristine Barron, Bldg. Manager
Bi-State Justice Center
100 N State Line Ave, Box 4
City, State Zip: Texarkana, TX 75501
(903) 798.3000

3/8/2022

kristine.barron@txkusa.org

Four **(4)** copies of the proposal may be mailed or delivered to the above address. Any questions regarding this RFP should also be addressed to the above individual. Contractors may not contact other executives, managers, or employees of Bi-State Justice Center without permission of the manager of the RFP process.

Section III CONTRACT TERM

The term of this contract shall be for a **one-year** period unless terminated by either party with thirty (30) days written notice.

Section IV SCOPE OF SERVICES

This project includes approximately **168** hours of uniformed security service per week, allocated as follows:

Contractor shall provide *armed uniformed security* services in and around Bi-State Justice Center properties on a 24 hour-a-day, 7 day-a-week basis, or as otherwise indicated per site specifications. Contract security personnel will provide a variety of service, including implementing Bi-State Justice Center's security objectives according to policies and procedures which may include but are not limited to the following general tasks: entry and egress access control, roving patrols of interior and exterior building areas, visitor and building employee identification verification, incident and daily operating reports, monitoring and responding to base building intrusion detection systems, alarms and fire detection equipment, responding as necessary to support other life safety duties as identified in post orders and standard operating procedures. Contractor shall provide appropriate and necessary management and supervision for all Contractor's employees and shall be solely responsible for instituting and invoking disciplinary action of employees not in compliance with Contractor's rules and regulations, as well as any other policies established by the contracting parties. Contractor shall develop a comprehensive set of Post Orders documenting both general procedures as well a site-specific responsibility. Post Orders shall be prepared prior to the commencement of the contract and must be reviewed and approved by Bi-State Justice Center management with thirty (30) days from commencement of Contractor's services to Bi-State Justice Center. All security officers will be required to read and verify they understand the Post Orders and at minimum, shall be tested during the On-The-Job Training (OJT) period, annual or more frequently during site inspections. Contractor shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both Contractor's and Bi-State Justice Center's standards. Contractor is responsible for the daily personal appearance of security personnel. Contractor shall provide seasonal uniforms and weather-appropriate protective clothing necessary to support continuous performance of contract requirements. Contractor shall agree to remove from the site, whenever required to do so by Bi-State Justice Center, any employee considered by Bi-State Justice Center to be unsatisfactory or undesirable to Bi-State Justice Center, within the limits of any applicable laws. Contractor shall administer all cost accounting and billing relative to this contract. Contractor shall respond as necessary to accommodate additional duty hours as may be requested by Bi-State Justice Center.

Section V INSTRUCTIONS TO BIDDERS

Bidder is to address the following subjects in the response. Please insert your text in the space following each section. Reference any attachments in the text and include printed copies of attachments at back of this document.

1. Company History and Organization

Provide a brief company history, mission statement and organizational summary. Explain ownership (private or public) and include brief biographical information regarding the personnel who would be directly responsible for the management and local supervision of this project.

2. Management Approach

Describe in detail how your firm will be organized to manage this project. Indicate by position or title the person who will have the overall responsibility for the Bi-State Justice Center account. Indicate the support staff available to this project manager by function. Bidder must supply an Organization Chart depicting the structure of the local servicing office and regional support.

3. Personnel Selection Process

Describe how recruitment and selection of security officers is accomplished. All personnel and supervision provided under this RFP must be thoroughly trained, experience and qualified to perform the work to which they are assigned. Bidder shall have a documented employment process which shall include application, interview, drug testing and background check phases. A written description of the Bidder's employment process and qualifications is to be included in the response.

4. Development and Retention of Personnel

Describe your company succession planning and development of officers, supervisors, and managers. Describe methods and initiatives designed to promote employee retention.

5. Total Quality Management Program

Outline administrative controls, plans and process to monitor and assure contract compliance of security services. Include methods of quality control, contract administration, audits, management inspection programs, conduct and job performance standards, corrective action planning and follow-up reporting.

6. Invoicing Process

The Bi State requires all invoices to include an invoice number

Your Billing information

Description

Due date

Describe your invoice Process

7. Training Process and Operating Procedures

Describe in detail the training programs in place to support this project. Include the following:

- o Pre-Assignment Training

- o Job and Task Specific Training (OJT)

- o Formal Continuous Training

3/8/2022

- o Annual Retraining and Recertification

- o Supervisory Development Training (Describe the program that your company utilizes that leads to a professional credential for supervisors, if any.)

Include the name, contract information (including email address) and qualifications of the local or regional trainer(s) who will conduct training for your company.

8. **Insurance**

The successful company shall carry and maintain, with respect to any work or service to be performed at Bi-State Justice Center facilities, insurance written by a responsible insurance Bi-State Justice Center, to provide for the following:

- o Commercial General Liability Insurance

- o Automobile Liability, if applicable

- o Excess-umbrella Insurance, including terrorism coverage.

Include a sample Certificate of Insurance including limits with the response. All policies and certificates shall provide for thirty (30) days notification to Bi-State Justice Center in the event of cancellation, reduction in limits or changes in coverage.

9. **Benefits Program**

Describe, if any, benefits offered to employees. Include health care insurance, life insurance, holiday pay, vacation, sick and any other benefits offered.

References

Provide at least three (3) client references whose facilities are comparable in size, profile, and security service hours to Bi-State Justice Center. Include [Company] name, address contact person and contact number.

Attachments



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance authorizing the City Manager to enter into an Interlocal Agreement with Miller County for housing certain juveniles detained by the City of Texarkana, Arkansas, in the Lantz Lurry Juvenile Detention Center. (Admin) City Manager E. Jay Ellington

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

AGENDA DATE: May 16, 2022

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Administration

PREPARED BY: Heather Soyars

REQUEST: Enter into an agreement for the cost of housing certain juveniles detained by the City.

EMERGENCY CLAUSE: Yes

SUMMARY: This is an agreement between Miller County and the City for City detained juveniles.

City-detained Juveniles: Eighty dollars (\$80.00) per day for City-Detained Juveniles housed by the City with Miller County.

For each renewal term, the then-existing daily rate shall be determined by increasing the daily rate for the then expiring term by a percentage equal to the lesser of three percent or a percentage equal to the percentage change in the Consumer Price Index (CPI).

EXPENSE REQUIRED: \$146,000

AMOUNT BUDGETED: \$0

APPROPRIATION REQUIRED: \$146,000

RECOMMENDED ACTION: The City Manager and staff recommend approval.

EXHIBITS: Ordinance and agreement.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT WITH MILLER COUNTY FOR THE HOUSING OF CERTAIN JUVENILES DETAINED BY THE CITY OF TEXARKANA, ARKANSAS, IN THE LANTZ LURRY JUVENILE DETENTION CENTER; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, the City has agreed to contribute the expense incurred by Miller County resulting from the housing at the Lantz Lurry Juvenile Detention Center of certain juveniles detained by the City; and

WHEREAS, the City Manager and staff recommend approval;

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

Section 1: The City Manager is authorized to enter into an agreement with Miller County, Arkansas, to provide for the housing of certain juveniles detained by the City of Texarkana, Arkansas, in the Lantz Lurry Juvenile Detention Center, all as on the terms and conditions contained in that proposed agreement in form presented herewith and approved hereby.

Section 2: All ordinances or resolutions or parts of ordinances or resolutions in conflict with this ordinance are hereby repealed to the extent of any conflict.

Section 3: This action being necessary for the preservation of the public peace, health and safety (the desire of both parties to finalize all prior discussions concerning the cost of housing such juveniles within said center and, thus, provide, with certainty, for the housing of such juveniles) and a separate and distinct vote having been taken on this emergency clause, an emergency is therefore declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 16th day of May, 2022.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

George Matteson, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF MILLER, ARKANSAS AND THE CITY OF
TEXARKANA, ARKANSAS; FOR HOUSING CERTAIN JUVENILES DETAINED
BY THE CITY OF TEXARKANA IN THE LANTZ LURRY JUVENILE
DETENTION CENTER**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into this ___ day of _____, 2022, by and between the County of Miller, Arkansas (“Miller County”), and the City of Texarkana, Arkansas (“City”).

WHEREAS, Miller County operates the Lantz Lurry Juvenile Detention Center (the “JDC”) for the housing of detained juveniles; and

WHEREAS, the City of Texarkana, Arkansas desires to house City-Detained Juveniles (as hereinafter defined) in the JDC); and

WHEREAS, the County and the City have reached an agreement concerning matters between the parties as relate to the JDC, all as more specifically set forth herein; and

WHEREAS, the parties desire to enter into this written Agreement setting for the terms and conditions of such agreement reached; and,

WHEREAS, to the extent that any prior agreements, whether or not currently enforceable, unenforceable, observed, written, verbal, unobserved or otherwise exists, between the parties or to which the City and the County are parties concerning the JDC, the City’s obligations with respect to the JDC, and/or the housing of juveniles within the JDC, the parties are in agreement that it is in the best interest of Miller County and the City that any and all such prior agreements be replaced in their entirety with this Agreement; City-Detained Juveniles

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

1. Purpose and Security Provided. The purpose of this Agreement is to establish an updated, formal binding relationship between County and City concerning the JDC, the City’s obligations with respect to the JDC, and the housing of City-Detained Juveniles within the JDC in the care and under the supervision of the County. Miller County agrees to accept and provide for the secure custody, care and safe keeping of City-Detained Juveniles in accordance with laws, standards, policies, procedures or court orders applicable to the operations of the JDC.
2. City-Detained Juveniles, Defined. The term “City-Detained Juveniles” (or “City-Detained Juvenile,” as the context may require, shall herein mean those juveniles

who are arrested or detained by Texarkana, Arkansas, law enforcement officers and delivered to the JDC (or such other point of intake per the direction of Miller County) for incarceration with Miller County in the JDC, from the point of intake until the earlier to occur of: (a) filing of a petition by the prosecuting attorney or other office or agency charged with performing such function; (b) any charging by the prosecuting attorney on a felony offense; (c) sentencing on a misdemeanor offense; or, (d) release on a municipal-ordinance violation.

3. Period of Performance. The initial term of this Agreement will commence upon the Effective Date (hereinafter defined) and continue until the next occurring December 31. Furthermore, absent termination, this Agreement shall automatically renew for successive twelve (12) month periods. Either party may terminate this agreement at any time, for any reason or for no reason, upon not less than sixty (60) days written notice to the other. The parties represent and warrant to the other that the City Manager for the City of Texarkana, Arkansas (or such interim city manager then appointed by the Board of Directors for the City of Texarkana, Arkansas), and the County Judge for Miller County, Arkansas, are, respectively, vested with the authority to terminate this Agreement in accordance with the terms of this Section 3. Termination shall not relieve either party of any obligation that such party had hereunder or otherwise pursuant to applicable law arising prior to termination.
4. Daily Rate. INITIAL TERM. The City of Texarkana, Arkansas pay to Miller County a daily rate during the initial term of this Agreement as follows:

City-Detained Juveniles: Eighty Dollars (\$80.00) per day for City-Detained Juveniles housed by the City with Miller County in accordance with this Agreement.

ANNUAL RATE ADJUSTMENT. For each renewal term, the then-existing daily rate shall be adjusted in accordance with this provision. Specifically, the daily rate for then-commencing renewal term shall be determined by increasing the daily rate for the then-expiring term by a percentage equal to the lesser of (i) three percent (3.00%); or, (ii) a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor, using the index entitled "Consumer Price Index - All Items and Major Group Figures for all Urban Consumers (CPI-U) South Region (1982-84 = 100)" (or the nearest comparable data on changes in the cost of living if such index is no longer published) as determined by comparison of the above-identified CPI figure for January 1 of the then-expiring term, with that of January 1 for the then-commencing renewal term. Notwithstanding the foregoing, in no event shall the daily rate for a renewal term be less than the daily rate for the immediately preceding term.

5. Payment Schedule. Miller County will provide to the City of Texarkana, Arkansas, a roster reflecting the City-Detained Juvenile daily count for each calendar month. The roster will contain such information as may be reasonably requested by the City to confirm the City-Detained Juvenile daily count (including, without limitation, City-Detained Juvenile identity) and be delivered to the City by the 10th day of each calendar month. The roster shall be accompanied by a corresponding invoice for the period of time covered by the roster. Following review and reconciliation of the roster and invoice, the City of Texarkana, Arkansas will remit payment via electronic deposit into the account established and identified by Miller County within 30 days of the reconciled roster / invoice. In the event of a dispute of any charge on the invoice, the City shall not withhold payment for any undisputed portion of the invoice pending resolution of the disputed portion.

6. Priority Placement. Unless otherwise prohibited by applicable law, County agrees to provide priority placement status to City-Detained Juveniles over the placement status of juveniles of any other entity (including, without limitation, any county, agency, or municipality (other than the County itself); provided, however, of JDC overcrowding or other issues that limit the available space, the City agrees to suspend the presentation of additional City-Detained Juveniles at the JDC until such time as said overcrowding issue has been resolved. Miller County reserves the right to determine when the JDC is at or exceeds the maximum occupancy level. All City-Detained Juveniles booked into the JDC are subject to all laws, rules, regulations and policies adopted by and applicable to Miller County in connection its operation of the JDC and solely under the supervision of Miller County and its officers and employees.

7. Medical Costs and Fees. No City-Detained Juvenile housed at the JDC shall be denied access to emergency medical and pain care and Miller County shall provide emergency transportation (subject to reimbursement as herein after contemplated) for such treatment. The City-Detained Juvenile (or the juvenile's legal guardian or parent) shall be the primary obligor and responsible party of all medical costs and treatment provided. As between Miller County and the City, the City shall be responsible for all reasonable outside medical expenses of City-Detained Juveniles (not including regular care provided by Miller County employees or medical professionals engaged by Miller County to provide regular on-site care for persons held within the JDC). Miller County shall provide a monthly invoice to the City for reimbursement of such costs, along with such documentation or authorization to communicate discuss directly with third-party medical providers as may be reasonably requested by the City to determine the reasonableness and necessity of the professional medical services for which reimbursement is sought.

8. Transportation. The City of Texarkana, Arkansas shall be responsible for reasonable transportation costs, security and transporting of City-Detained Juveniles from the JDC to Texarkana Arkansas District Court sessions and transporting from Texarkana, Arkansas, District Court to the JDC and non-emergency medical visits.
9. Court. Nothing contained in this Agreement shall be deemed to require Miller County to provide courtroom security for Texarkana, Arkansas District Court.
10. Modification. This Agreement may not be modified or amended absent written agreement, executed by Miller County and the City, in accordance with applicable law.
11. Effective Date. This Agreement shall become effective upon the date hereof (the "Effective Date").
12. City-Detained Juveniles at the JDC between January 1, 2022, and the Effective Date. Within thirty (30) days of the Effective Date, Miller County shall provide the City with a statement (count and roster), accompanied by such supporting information as may be reasonably requested by the City, of all City-Detained Juveniles detained within the JDC between January 1, 2022, and the Effective Date, the City, no later than ninety (90) days following the Effective Date (or sixty days following the date of receipt of the statement contemplated in this Section, whichever is the latter to occur), shall pay to Miller County an amount equal to what would have otherwise been paid by the City to Miller County in accordance with the terms of this Agreement had this Agreement been made effective on January 1, 2022, less amounts for and applicable to such time period that have already been paid by the City to Miller County.
13. Initial Coordination and First Payment. The parties agree to coordinate and work together to establish processes for the exchange and review of information as contemplated herein throughout the term of this Agreement. Furthermore, the parties acknowledge and agree that additional time may be required in order to establish such internal and coordinated processes for the exchange and review of the information contained herein for and relating to the regular accounting of City-Detained Juveniles and corresponding amounts due from the City for the same. Accordingly, notwithstanding anything contained herein to the contrary, in no event shall any payment or reimbursement contemplated herein be due or payable on or before the ninety (90) days following the Effective Date.
14. Complete Agreement. This agreement constitutes the entire Agreement between the parties and supersedes any prior agreement, county or city ordinance concerning or relating to the City and the JDC, the City's Obligations with respect

to the JDC, and/or the housing of Juveniles within the JDC. This Agreement further constitutes full resolution of all past or existing matters between the parties concerning the JDC, the City's obligations with respect to the JDC, and/or the housing of Juveniles within the JDC.

15. Notice. MANNER. Any notice hereunder shall be by certified mail, return receipt requested; reputable overnight delivery company; courier, or hand delivery (including by utilization of law enforcement personnel for such purpose). Either party hereto, by written notice to the other, change its notice address set forth below

TO COUNTY. Any notice hereunder by the City to the County shall be given by the City Manager (or, in the absence of the same, any "interim" or "acting" city manager) for the City to:

Miller County, Arkansas
Attention: County Judge for Miller County
400 Laurel Street, #115
Texarkana, Arkansas 71854

TO CITY. Notice by the County to the City shall be given by the County Judge for the County to:

City of Texarkana, Arkansas
Attention: City Manager
216 Walnut Street
Texarkana, Arkansas 71854

16. Benefit Inured. This Agreement shall not inure to the benefit of entities not expressly a party hereto (including, without limitation, any other municipalities or counties) within or without the State of Arkansas.
17. Miscellaneous. The waiver of any obligation or right pursuant to this agreement of either party by the other shall not constitute or be deemed to constitute a subsequent waiver of such right or obligation. This Interlocal Agreement shall be approved or ratified by the Quorum Court of Miller County, Arkansas, and the City of Texarkana, Arkansas. Such agreement shall be filed with the County Clerk, and the city clerk of Texarkana, Arkansas. The County Judge shall enter a County Court Order adopting the terms of this Agreement along with the respective ordinances of the parties authorizing or ratifying this interlocal agreement. In the event that any term or provision of this Agreement is determined to be contrary to or unenforceable the laws of the State of Arkansas

or United States of America, such invalidity or unenforceability shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

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

COUNTY OF MILLER, ARKANSAS

CITY OF TEXARKANA, ARKANSAS

BY: _____
COUNTY JUDGE
Cathy Harrison

BY: _____
CITY MANAGER
Jay Ellington

ATTEST:

COUNTY CLERK, Stephanie Harvin

CITY CLERK, Heather Soyars