Regular Meeting of the Board of Directors

City of Texarkana, Arkansas
216 Walnut Street
Agenda - Monday, November 01, 2021 - 6:00 PM

Call to Order

Roll Call

Invocation and Pledge of Allegiance given by Director Jeff Hart.

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.

PRESENTATION(S)

1. Presentation of the City of Texarkana, Arkansas Employee Service Awards. (CCD)

CONSENT

2. Approval of the minutes of the regular meeting October 18, 2021. (CCD)
3. Adopt a Resolution to reschedule the Monday, December 6, 2021, Board of Directors' meeting to Tuesday, December 7, 2021 due to the Annual Christmas Parade. (CCD)
4. Adopt a Resolution authorizing the City Manager to enter into a Purchase Agreement with Phillips Refrigeration for Kitchen Equipment for the Texarkana Rec Center. (PWD)

REGULAR

5. Adopt a Resolution approving the Texarkana Water Utilities (TWU) FY 2021-2022 Budget. (TWU) (TABLED 10182021) Interim Executive Director, Gary Smith and TWU Finance Director, Tricia Briggs.
6. Adopt a Resolution for the City Manager to enter into a lease agreement on behalf of the Texarkana, Arkansas Police Department (TAPD) with the Airport Authority for use of property and building located at 3801 E. 19th Street. (TAPD) Lt. Scott Megason
7. Adopt an Ordinance amending the Personnel Policy. (FIN) Finance Director TyRhonda Henderson

   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.

8. Adopt a Resolution to reschedule 2022 Board of Directors' meetings that conflict with certain holidays. (CCD) City Clerk Heather Soyars

9. Adopt an Ordinance authorizing the purchase of 100 Glock Model 45 Black MOS Compact 9mm Gen 5 with Ameriglo Sights. (TAPD) Capt. James Atchley

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.

10. Adopt an Ordinance to rezone a tract of land located at 110 E. 14th Street from C-3 Open-display commercial to R-4 Medium-density residential to develop rental property (McDowell). [Ward 2] (PWD-Planning) City Planner Mary Beck

11. Adopt an Ordinance to rezone a tract of land located at 612 Thatcher Street, containing three residences from C-3 Open-display commercial to R-4 Medium-density residential in order to replat the property for individual investments (Butler). [Ward 3] (PWD-Planning) City Planner Mary Beck

BOARD OF DIRECTORS' COMMENTARY

CITY MANAGER REPORT

NEXT MEETING DATE: Monday, November 15, 2021

ADJOURN

2021 City Calendar

Election Day - Tuesday, November 2, 2021

Economic Development Committee Meeting - 4PM, Thursday, November 4, 2021

Solid Waste Committee Meeting - 5PM, Thursday, November 4, 2021

Veteran's Day - City Holiday - Thursday, November 11, 2021

Board of Directors' Budget Workshop - 2:30 PM, Thursday, November 18, 2021

Thanksgiving - City Holiday - Thursday & Friday, November 25-26, 2021

Board of Directors' Budget Workshop - 4:30, Thursday, December 2, 2021

Christmas Parade - Monday, December 6, 2021

Feast of Our Lady of Guadalupe - Sunday, December 12, 2021

Christmas - City Holiday - Thursday & Friday, December 23-24, 2021

New Year's Eve - City Holiday - Friday, December 31, 2021

CITY OF TEXARKANA, AR
BOARD OF DIRECTORS

AGENDA TITLE:	Presentation of the City of Texarkana, Arkansas Employee Service Awards. (CCD)
AGENDA DATE:	November 1, 2021
ITEM TYPE:	Ordinance☐ Resolution☐ Other☒: Presentation
DEPARTMENT:	City Clerk Department
PREPARED BY:	Heather Soyars, City Clerk
REQUEST:	Presentation of employee service awards.
EMERGENCY CLAUSE:	N/A
SUMMARY:	Employee Service Awards:

Cody Cunningham	TAFD	5 Years
TyRhonda Henderson	FIN	10 Years
Andy Anthony	TAPD	15 Years

EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	N/A
EXHIBITS:	None

CITY OF TEXARKANA, AR
BOARD OF DIRECTORS

AGENDA TITLE:	Approval of the minutes of the regular meeting October 18, 2021. (CCD)
AGENDA DATE:	November 1, 2021
ITEM TYPE:	Ordinance☐ Resolution☐ Other☒: 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, October 18, 2021 - 6:00 PM

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

PRESENT: Mayor Allen Brown, Ward 1 Director Terry Roberts, Ward 2 Director Laney Harris, Assistant Mayor Ward 3 Steven Hollibush, Ward 4 Director Ulysses Brewer, 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.

Invocation and Pledge of Allegiance given by Director Barbara Miner.

CITIZEN COMMUNICATION

- Ruby Nelson, 11 N. Valley Drive, said the American Rescue Plan Act funding should be used to fix her street. She also said the lighting along I-30 had not been completed.
- Director Harris said he brought forth the proclamation for November as Business Appreciation Month which he started in 2010. He also acknowledged Black Restaurant Week with a proclamation, which he initiated a few years ago.

PROCLAMATION(S)

Mayor Brown read and presented the following proclamations:

1. Proclamation declaring October 17-23, 2021, as Texarkana, Arkansas Black Restaurant Week. (BOD) (This item added to the agenda at the request of Director Laney Harris.)
2. Proclamation declaring October 18-23, 2021, as Chamber of Commerce Week. (Admin)
3. Proclamation declaring October 24-30, 2021, as Pro Bono Week. (Admin)
4. Proclamation declaring November 2021, as Business Appreciation Month. (BOD) (This item added to the agenda at the request of Director Harris.)
5. Proclamations given by Ward 4 Director Ulysses Brewer recognizing Greg Gallagher, Sarah Meredith and Tony Nix for their volunteerism and community service. (BOD) (This item added to the agenda at the request of Director Ulysses Brewer.)

PRESENTATION(S)

6. Texarkana Water Utilities (TWU) Budget Presentation given by Interim Executive Director Gary Smith and TWU Finance Director Tricia Briggs. (TWU)
7. American Rescue Plan Act (ARPA) Presentation given by Finance Director TyRhonda Henderson. (FIN)

CONSENT

Director Roberts requested item 9. Adopt a Resolution approving the Texarkana Water Utilities (TWU) FY 2021-2022 Budget, be removed from Consent for discussion.

Director Hart made the motion to adopt the Consent agenda, Seconded by Director Roberts. The motion carried and the following item was approved:

8. Approval of the minutes of the regular meeting October 4, 2021. (CCD)

REGULAR

9. Adopt a Resolution approving the Texarkana Water Utilities (TWU) FY 2021-2022 Budget. (TWU) Interim Executive Director, Gary Smith and TWU Finance Director, Tricia Briggs.

Director Roberts asked this item be removed from the Consent Agenda. He said he would like more time to review the budget.

Director Roberts made the motion to table this item until the next scheduled Board meeting, November 1, 2021, Seconded by Director Hart.

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

No one came forward.

Voting Yea: Director Roberts, Director Harris, Assistant Mayor Hollibush, and Director Hart.

Voting Nay: Mayor Brown, Director Brewer, and Director Miner.

The motion carried 4-3 and the Mayor declared the agenda item tabled until the next meeting.

10. Resolution No. 2021-47 approved the American Rescue Plan Act Budget. (FIN) Finance Director TyRhonda Henderson

Director Harris said he would not support this resolution as it was written.

Mayor Brown and Director Hart stated they both supported this resolution.

Assistant Mayor Hollibush made a motion to adopt the resolution, Seconded by Director Hart.

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

No one came forward.

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

Voting Nay: Director Harris

The motion carried 6-1 and the Mayor declared the resolution adopted.

11. Resolution No. 2021-48 approved premium pay and designated essential employees. (FIN) Finance Director TyRhonda Henderson

Director Hart made a motion to adopt the resolution, Seconded by Director Brewer.

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

No one came forward.

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

The motion carried 7-0 and the Mayor declared the resolution adopted.

12. Resolution No. 2021-49 amended the General Fund Budget and Public Works Budget for the inclusion of a retroactive Premium Pay. (FIN) Finance Director TyRhonda Henderson

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

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

No one came forward.

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

The motion carried 7-0 and the Mayor declared the resolution adopted.

13. Ordinance No. 29-2021 authorized the purchase of a Simtek Modular Training Structure. (TAPD) Capt. James Atchley

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

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

The motion carried 7-0 and the ordinance was read the first time in abbreviated form.

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

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

The motion carried 7-0 and the ordinance was read the second time in abbreviated form.

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

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

The motion carried 7-0 and the ordinance was read the third and final time in abbreviated form.

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

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

No one came forward.

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

The motion carried 7-0 and the Mayor declared the ordinance adopted.

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.

Motion to adopt the emergency clause made by Director Brewer, Seconded by Director Roberts.

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

No one came forward.

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

The motion carried and the Mayor declared the emergency clause adopted.

BOARD OF DIRECTORS' COMMENTARY

- Director Roberts invited the Board and public to be a part of the Citywide Cleanup Day, Saturday October 23, 2021.

CITY MANAGER REPORT

City Manager E. Jay Ellington gave the following report:

- The City received a $30,000 donation from Tim O'Neal to be used for the Front Street Stage cover.
- Small Busines Development Group – He would speak about doing business with the City.
- He asked the Board to complete and return his performance evaluation form.
- He was working with local nonprofits on the infill housing project.
- He met with Catherine Cook, City Manager of Hope, Arkansas. He would meet with the City Manager of Arkadelphia, Arkansas next week.
- He and staff were working on the internal budget.
- He invited everyone to participate in the Citywide Cleanup Day on Saturday, October 23, 2021.
- He reminded the Board of the upcoming Economic Development Committee meeting and the Solid Waste Committee meeting on November 4, 2021.

NEXT MEETING DATE: Monday, November 1, 2021

ADJOURN

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

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

The meeting adjourned at 7:41 PM.

APPROVED this the 1st day of November 2021.

_____

Allen L. Brown, Mayor

_____

Heather Soyars, City Clerk

CITY OF TEXARKANA, AR
BOARD OF DIRECTORS

AGENDA TITLE:	Adopt a Resolution to reschedule the Monday, December 6, 2021, Board of Directors' meeting to Tuesday, December 7, 2021 due to the Annual Christmas Parade. (CCD)
AGENDA DATE:	November 1, 2021
ITEM TYPE:	Ordinance☐ Resolution☒ Other☐:
DEPARTMENT:	City Clerk Department
PREPARED BY:	Heather Soyars, City Clerk
REQUEST:	Reschedule Board meeting
EMERGENCY CLAUSE:	N/A
SUMMARY:	This is a request to reschedule a Board meeting that conflicts with the Annual Christmas Parade.
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	The City Manager and staff recommend approval.
EXHIBITS:	Updated 2021 City Calendar and Resolution.

RESOLUTION NO. _____

WHEREAS, the regular meeting of the Board of Directors of the City of Texarkana, Arkansas, for the first week of December 2021, is currently scheduled to occur on December 6, 2021, at 6:00 PM; and

WHEREAS, it is necessary to reschedule said meeting to avoid conflict with the annual Christmas Parade occurring on that same date;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Texarkana, Arkansas, the meeting of the Board of Directors currently scheduled to occur on December 6, 2021, at 6:00 PM, is hereby rescheduled and shall occur on December 7, 2021, at 6:00 PM.

PASSED AND APPROVED this 1st day of November, 2021.

_____
Allen L. Brown, Mayor

ATTEST:

_____
Heather Soyars, City Clerk

APPROVED:

_____
George Matteson, City Attorney

City of Texarkana, Arkansas 2021 Calendar

January

Sun	Mo	Tue	We	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February

Sun	Mo	Tue	We	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March

Su	Mo	Tue	We	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April

Sun	Mo	Tue	We	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May

Sun	Mo	Tue	We	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June

Sun	Mo	Tue	We	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July

Sun	Mo	Tue	We	Thu	Fri	Sat
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August

Sun	Mo	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September

Su	Mo	Tue	We	Thu	Fri	Sat
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October

Sun	Mo	Tue	We	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November

Sun	Mo	Tue	We	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

Sun	Mo	Tue	We	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- City Holiday
- Board of Directors 6 PM
- Planning Commission 6 PM
- Staff Meeting 10 AM
  Agenda Deadline 5 PM
- Historic District Commission
  9:30 AM
- A&P Commission 4 PM
  Board of Adjustment 6 PM
- Board of Adjustment 6 PM
- Historic District Commission
  9:30 AM
  Staff Meeting 10 AM
  Agenda Deadline 5 PM

City Holidays

January 3—New Year's Day
January 17—Martin Luther King Jr. Day
February 21—President's Day
April 15—Good Friday
May 30—Memorial Day
June 17—Juneteenth
July 4—Independence Day
September 5—Labor Day
November 11—Veterans Day
November 24—Thanksgiving Day
November 25—Day after Thanksgiving
December 23—Christmas Eve
December 26—Christmas Day
December 30—New Year's Eve

CITY OF TEXARKANA, AR
BOARD OF DIRECTORS

AGENDA TITLE:	Adopt a Resolution authorizing the City Manager to enter into a Purchase Agreement with Phillips Refrigeration for Kitchen Equipment for the Texarkana Rec Center. (PWD)
AGENDA DATE:	11/1/2021
ITEM TYPE:	Ordinance☐ Resolution☒ Other☐:
DEPARTMENT:	Public Works Department
PREPARED BY:	Tracie Lee, Assistant Public Works Director
REQUEST:	Adopt a Resolution authorizing the City Manager to enter into a Purchase Agreement with Phillips Refrigeration for Kitchen Equipment for the Texarkana Rec Center.
EMERGENCY CLAUSE:	This item will be approved by a resolution; therefore, it will not need an emergency clause.
SUMMARY:	A resolution authorizing the purchase of kitchen equipment from Phillips Refrigeration in the amount of thirty-two thousand seven hundred ninety-three dollars and forty cents ($32,793.40). The city solicited sealed bids on October 10, 2021, for kitchen equipment to be installed at the Texarkana Rec Center. Only one bid was received. Authorization of this purchase meets all bidding requirements. Funds were awarded from an AEP (SWEPCO) Foundation Grant applied for in June of 2021 and are available for the purchase. This will amend the 2021 budget to include the grant funds and expense.
EXPENSE REQUIRED:	$32,793.40
AMOUNT BUDGETED:	$0.00
APPROPRIATION REQUIRED:	$50,000.00 (AEP (SWEPCO) Foundation Grant)
RECOMMENDED ACTION:	City Manager and staff recommend board approval.
EXHIBITS:	Resolution, Bid Tab and Phillips Refrigeration Bid.

RESOLUTION NO. _____

WHEREAS, upon advertisement, a low bid in the amount of $32,793.40 was submitted by Phillips & Sons Refrigeration for the Texarkana Rec Center kitchen equipment; and

WHEREAS, the funds for such equipment will be from a portion of an AEP (SWEPCO) Foundation Grant of $50,000.00; 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 purchase described herein is approved on the terms so stated and the FY2021 Budget is amended for the corresponding expense and receipt of said grant funds.

PASSED AND APPROVED this 1st day of November, 2021.

_____
Allen L. Brown, Mayor

ATTEST:

_____
Heather Soyars, City Clerk

APPROVED:

_____
George Matteson, City Attorney

BIDDERS' LIST
CITY OF TEXARKANA, ARKANSAS
10/26/2021
Public Works/Parks Office

PROJECT : Texarkana Recreation Center
FOR: Kitchen Equipment FUNDING SOURCE: AEP Foundation Grant

Contractor/Description	Pre-Bid Attendance	Base Bid	Warranty	Delivery Fee	Total Bid
Phillips Refrigeration 1102 Bowie Street Texarkana, TX 75501	n/a	$32,793.40	Manufacturer warranty	n/a	$32,793.40

Advertisement for bid was ran in the Texarkana Gazette on 10/10/21 with a due date of 10/25/21. Phillips Refrigeration was the only bid received.

Quote

10/21/2021

To:
TEXARKANA AR REC CENTER
ADAM DALBY
TEXARKANA, AR 71854

Project:
Copy of TEXARKANA REC CENTER

From:
Phillips & Son's Refrigeration, Inc.
Radney Black
1102 Bowie Street
Texarkana, TX 75501-4826
(903)794-8021

Job Reference Number: 4109

WE ARE PLEASED TO PRESENT THESE SPECIFICATIONS AND PRICES FOR YOUR CONSIDERATION:

Item	Qty	Description	Sell	Sell Total
LINE 2	1 ea	**CONVECTION OVEN, GAS**	$3,972.00	$3,972.00
		Admiral Craft Equipment Corp. Model No. BDCOF-54/NG Black Diamond Convection Oven, 54", natural gas, full size, 20" x 21-1/2" x 28-1/4" porcelain enamel interior, 10 position guide rack, side hinged double doors, double pane thermal glass windows, 150°F to 550°F temperature range, interlock switch on doors, two speed fan motor, 32" long steel legs with powder black finish, adjustable feet, stainless steel, includes: (5) heavy duty chrome plated racks, timer with manual shut off, indicator light, 3/4" NPT, 1/4 HP, 120v/60/1-ph, power cord, NEMA 5-15 plug, 54,000 BTU, cETLus, ETL-Sanitation (NET)		
	1 ea	Warning: Cancer and Reproductive harm. For more info please visit www.P65Warnings.ca.gov		
	1 ea	1 year warranty on parts & labor, standard		
	1 ea			
	1 ea	FREIGHT	$200.00	$200.00
	1 ea	EFGC-FS-34-K1-48 QUICK CONNECT GAS KIT	$223.00	$223.00
	1 ea	CASTERS	$218.00	$218.00
			ITEM TOTAL:	**$4,613.00**
LINE 3	1 ea	**GAS FLOOR FRYER**	$1,150.00	$1,150.00
		Asber Model No. AEF-4050-S-E Fryer, gas, floor model, 40/50 lb. capacity, (3) 35,000 BTU burners, millivolt controls, left hinged cabinet door, safety shut-off, 1-1/4" drain valve, pressure regulator, includes chrome mesh crumb screen & (2) baskets, stainless steel fry pot, front, door & basket hanger/flue riser, 6" adjustable legs, 105,000 BTU, cETLus, ETL-Sanitation, CSA, Made in North America		
	1 ea	1 year parts & labor warranty, Continental USA & Canada, standard		
	1 ea	Limited 2 year Tank warranty, standard		
	1 ea	(19085529) Natural gas, specify elevation if over 2,000 ft (Stocked, ships with LP conversion kit)		
	1 ea	FREIGHT	$85.00	$85.00
	1 ea	EFGC-FS-34-K1-48 QUICK CONNECT GAS KIT	$223.00	$223.00
	1 ea	CASTERS	$188.00	$188.00

Initial: _____

Item	Qty	Description	Sell	Sell Total
			ITEM TOTAL:	**$1,646.00**
LINE 4 A	1 ea	**RANGE, 60", 6 OPEN BURNERS, 24" GRIDDLE**	$3,800.00	$3,800.00
		Asber Model No. AEMR-2-RG24-B6-60-H Restaurant Range, gas, 60"W, (6) 30,000 BTU open burners, (1) 24" raised griddle with (2) 23,000 BTU burners, removable cast iron grates, manual controls, grease trough, (1) 30,000 BTU standard oven & (1) 30,000 BTU space saver oven, stainless steel high shelf with backguard riser, stainless steel interior, exterior, front, sides, landing ledge, control valves & kick plate, 6" adjustable steel feet, 288,000 BTU, ETL-Sanitation, cETLus, CSA, Made in North America		
	1 ea	1 year parts & labor warranty, Continental USA & Canada, standard		
	1 ea			
	1 ea	FREIGHT	$275.00	$275.00
	1 ea	EFGC-FS-34-K1-48 QUICK CONNECT GAS KIT	$223.00	$223.00
			ITEM TOTAL:	**$4,298.00**
LINE 4 B	1 st	**RANGE, PARTS & ACCESSORIES**	$247.14	$247.14
		Asber Model No. CAS-56CO Packed 1 st (12190932) Set of (6) 5" casters (3 with brakes)		
			ITEM TOTAL:	**$247.14**
LINE 5	1 ea	**THREE (3) COMPARTMENT SINK**	$1,265.00	$1,265.00
		Sapphire Manufacturing Model No. SMS-3-1818D Sink, 3-compartment, 90"W x 23-1/2"D x 44-1/4"H overall size, (3) 18"W x 18" front-to-back x 14" deep compartments, (2) 18" left & right drainboards, 9-3/4"H backsplash, (1) set of splash mount faucet holes with 8" centers, 1-1/2" rounded edge on working sides, 18/304 stainless steel construction, galvanized steel legs, 1" adjustable plastic bullet feet, KD, NSF		
	1 ea	FREIGHT	$200.00	$200.00
	1 ea	B0133 PRE RINSE SPRAYER	$547.00	$547.00
	1 ea	B0156 FAUCET FOR PRERINSE KIT	$147.00	$147.00
			ITEM TOTAL:	**$2,159.00**
LINE 6 A	1 ea	**TWO (2) COMPARTMENT SINK**	$678.57	$678.57
		Advance Tabco Model No. FE-2-1812-X Special Value Fabricated Sink, 2-compartment, no drainboards, bowl size 18" x 18" x 12" deep, 18 gauge 304 stainless steel, tile edge splash, rolled edge, 8" OC faucet holes, galvanized legs with 1" adjustable plastic bullet feet, overall 23-3/4" F/B x 41" L/R, NSF		
	1 ea	FREIGHT	$225.00	$225.00
			ITEM TOTAL:	**$903.57**
LINE 6 B	2 ea	**SHELVING, WALL MOUNTED**	$154.78	$309.56

Initial: _____

Item	Qty	Description	Sell	Sell Total
		BK Resources Model No. BKWS-1248 Premium Shelf, wall-mounted, 48"W x 12"D, 18/304 stainless steel, 1-1/2"H rear up-turn, (2) 8" angle supports, NSF		
	1 ea	FREIGHT	$75.00	$75.00
			ITEM TOTAL:	**$384.56**
LINE 7 A	1 ea	**WORK TABLE, STAINLESS STEEL TOP**	$345.00	$345.00
		Atosa USA, Inc. Model No. SSTW-3072 MixRite Work Table, 72"W x 30"D x 34"H, 18/430 stainless steel top with turned down edges, 18/430 stainless steel adjustable undershelf & legs, adjustable bullet feet, NSF, KD		
	1 ea		$0.00	
			ITEM TOTAL:	**$345.00**
LINE 7 B	2 ea	**SHELVING, WALL MOUNTED**	$207.26	$414.52
		BK Resources Model No. BKWS-1272 Premium Shelf, wall-mounted, 72"W x 12"D, 18/304 stainless steel, 1-1/2"H rear up-turn, (3) 8" angle supports, NSF		
	1 ea	FREIGHT	$75.00	$75.00
			ITEM TOTAL:	**$489.52**
LINE 8	1 ea	**ICE MAKER, CUBE-STYLE**	$4,731.00	$4,731.00
		Scotsman Model No. C0530SA-1 Prodigy Plus® Ice Maker, cube style, air-cooled, self-contained condenser, production capacity up to 525 lb/24 hours at 70°/50° (380 lb AHRI certified at 90°/70°), small cube size, AutoAlert™ indicating lights, WaterSense adjustable purge control, one-touch cleaning, harvest assist, front facing removable air filter, unit specific QR code, stainless steel finish, AgION™ antimicrobial protection, 115v/60/1-ph, 15.2 amps, cULus, NSF, CE, engineered and assembled in USA		
	1 ea	NOTE: Sale of this product must comply with Scotsman's MSRP Policy; contact your Scotsman representative for details		
	1 ea	3 year parts & labor warranties		
	1 ea	5 year parts & labor warranties on Evaporator		
	1 ea	5 year parts on compressor & condenser		
	1 ea	B530P Ice Bin, top-hinged front-opening door, 536 lb application capacity, for top-mounted ice maker, 30" width, rotocast plastic construction, toolless removable baffle, polyurethane insulation, polyethylene liner, includes 6" legs, NSF, engineered and assembled in USA	$1,645.00	$1,645.00
	1 ea	3 year parts & labor warranties		
			ITEM TOTAL:	**$6,376.00**
LINE	1 ea	**REACH-IN REFRIGERATOR**	$2,427.00	$2,427.00

Initial: _____

Item	Qty	Description	Sell	Sell Total
10 A				
		Asber Model No. ARR-49-H (19072389) Refrigerator, reach-in, two-section, 49 cu. ft. capacity, bottom mount self-contained refrigeration, (2) solid doors, digital control, temperature range 32 °F to 38 °F, (6) adjustable epoxy coated shelves, incandescent interior lighting, stainless steel interior, stainless steel front & sides, 4" swivel casters (2 with brakes), R-290 Hydrocarbon refrigeration, 1/3 HP, cETLus, ETL-Sanitation, Made in North America		
	1 ea	1 year parts & labor warranty, Continental USA & Canada, standard		
	1 ea	5 year compressor warranty, Continental USA & Canada, standard		
	1 ea	115v/60/1-ph, 3.0 amps, NEMA 5-15P, standard		
	1 ea	FREIGHT	$100.00	$100.00
			ITEM TOTAL:	**$2,527.00**
LINE 10 B	1 ea	**REACH-IN FREEZER**	$2,994.00	$2,994.00
		Asber Model No. ARF-49-H (19072394) Freezer, reach-in, two-section, 49 cu. ft. capacity, bottom mount self-contained refrigeration, (2) solid doors, digital control, temperature range -4 °F to -8 °F, (6) adjustable epoxy coated shelves, incandescent interior lighting, stainless steel interior, stainless steel front & sides, 4" swivel casters (2 with brakes), R-290 Hydrocarbon refrigeration, 1 HP, cETLus, ETL-Sanitation, Made in North America		
	1 ea	1 year parts & labor warranty, Continental USA & Canada, standard		
	1 ea	5 year compressor warranty, Continental USA & Canada, standard		
	1 ea	115v/60/1-ph, 8.5 amps, NEMA 5-15P, standard		
	1 ea	FREIGHT	$100.00	$100.00
			ITEM TOTAL:	**$3,094.00**
LINE 12	1 ea	**WORK TABLE, STAINLESS STEEL TOP**	$285.00	$285.00
		Atosa USA, Inc. Model No. SSTW-3048 MixRite Work Table, 48"W x 30"D x 34"H, 18/430 stainless steel top with turned down edges, 18/430 stainless steel adjustable undershelf & legs, adjustable bullet feet, NSF, KD		
	1 ea		$0.00	
			ITEM TOTAL:	**$285.00**
LINE 17 A	1 ea	**WORK TABLE, STAINLESS STEEL TOP**	$285.00	$285.00
		Atosa USA, Inc. Model No. SSTW-3048 MixRite Work Table, 48"W x 30"D x 34"H, 18/430 stainless steel top with turned down edges, 18/430 stainless steel adjustable undershelf & legs, adjustable bullet feet, NSF, KD		
	1 ea		$0.00	
			ITEM TOTAL:	**$285.00**
LINE	1 ea	**SHELVING, WALL MOUNTED**	$184.01	$184.01

Initial: _____

Item	Qty	Description	Sell	Sell Total
17 B				
		BK Resources Model No. BKWS-1260 Premium Shelf, wall-mounted, 60"W x 12"D, 18/304 stainless steel, 1-1/2"H rear up-turn, (2) 8" angle supports, NSF		
	1 ea	FREIGHT	$50.00	$50.00
			ITEM TOTAL:	**$234.01**
LINE 18 A	2 ea	**WORK TABLE, STAINLESS STEEL TOP**	$285.00	$570.00
		Atosa USA, Inc. Model No. SSTW-3048 MixRite Work Table, 48"W x 30"D x 34"H, 18/430 stainless steel top with turned down edges, 18/430 stainless steel adjustable undershelf & legs, adjustable bullet feet, NSF, KD		
	2 ea		$0.00	
			ITEM TOTAL:	**$570.00**
LINE 18 B	1 ea	**SHELVING, WALL MOUNTED**	$154.78	$154.78
		BK Resources Model No. BKWS-1248 Premium Shelf, wall-mounted, 48"W x 12"D, 18/304 stainless steel, 1-1/2"H rear up-turn, (2) 8" angle supports, NSF		
	1 ea	FREIGHT	$50.00	$50.00
			ITEM TOTAL:	**$204.78**
19	1 ea	**INSTALLATION** Custom	$1,083.00	$1,083.00
			ITEM TOTAL:	**$1,083.00**
20	1 ea	**BY OTHERS** Custom ALL PLUMBING AND ELECTRICAL TO BE COMPLETED BY OTHERS		
21	1 ea	**PRICE PROTECTION** Custom ****PLEASE NOTE: DUE TO THE CURRENT SUPPLY CHALLENGES, ALL PRICES ARE SUBJECT TO CHANGE WITHIN 14 DAYS OF THE DATE ON THE QUOTE. WE ARE EXPERIENCING VERY LONG LEAD TIMES, SOME MANUFACTURERS ARE CHANGING PRICES WEEKLY.****		

Merchandise	$29,744.58
Tax 10.25%	$3,048.82
Total	$32,793.40

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $32,793.40

Initial: _____

CITY OF TEXARKANA, AR
BOARD OF DIRECTORS

AGENDA TITLE:	Adopt a Resolution approving the Texarkana Water Utilities (TWU) FY 2021-2022 Budget. (TWU) Interim Executive Director, Gary Smith and TWU Finance Director, Tricia Briggs.
AGENDA DATE:	November 1, 2021
ITEM TYPE:	Ordinance☐ Resolution☒ Other☐:
DEPARTMENT:	Texarkana Water Utilities
PREPARED BY:	Tricia Briggs, Finance Director
REQUEST:	Approve TWU FY 2021-2022 Budget
EMERGENCY CLAUSE:	N/A
SUMMARY:	Approve TWU FY 2021-2022 Budget. This item was tabled at the October 18, 2021 Board meeting for additional review by Director Roberts.
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	The City Manager and Utility staff recommend approval.
EXHIBITS:	Resolution and TWU FY 2021-2022 Budget

RESOLUTION NO. _____

WHEREAS, the FY2021-2022 Texarkana Water Utilities (TWU) Budget has been submitted to the Board of Directors for review; and

WHEREAS, Utility staff recommends approval of the budget as so presented to the board with the income and expense allocations set forth therein; and

WHEREAS, the City Manager and Utility staff recommend approval;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that the TWU FY2021-2022 Budget, attached hereto and made a part hereof, is hereby approved.

PASSED AND APPROVED this 1st day of November, 2021.

_____
Allen L. Brown, Mayor

ATTEST:

_____
Heather Soyars, City Clerk

APPROVED:

_____
George Matteson, City Attorney

TEXARKANA WATER UTILITIES

2021-2022 Budget

Approved by Texarkana, TX City Council, September 13, 2021, pending approved by Texarkana, AR Board.

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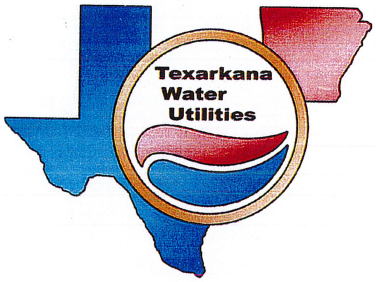
Section I

Revenue Funds



TEXARKANA WATER UTILITIES

COMBINED REVENUE FUNDS

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	**6,455,004**	**5,384,489**	**5,932,425**	**5,633,628**
REVENUE				
Water and Sewer Sales	21,657,534	23,633,038	21,810,923	23,871,420
Water Connection Fees	10,700	12,610	12,235	11,530
Service Charge	608,954	1,009,480	470,906	702,094
Regional Water Treatment Plant Fees	2,014,609	2,271,544	2,279,900	2,907,732
Wholesale Water Sales	2,562,064	4,466,153	2,825,202	3,067,723
Wholesale Sewer Charges	535,058	563,100	551,234	550,800
Member Cities	854,797	814,808	792,579	799,700
TOTAL REVENUES	**28,243,716**	**32,770,733**	**28,742,979**	**31,910,999**
OTHER REVENUES				
Interest Income	292,445	80,544	140,458	168,030
I.P. Service Charge	40,300	40,300	40,300	40,300
I.P. Service Charge (Expan)	18,900	18,900	18,900	18,900
Miscellaneous Income	1,215,519	764,030	747,852	845,276
TOTAL OTHER REVENUES	**1,567,164**	**903,774**	**947,509**	**1,072,506**
TOTAL ALL REVENUES	**29,810,880**	**33,674,507**	**29,690,488**	**32,983,505**
TOTAL FUNDS AVAILABLE	**36,265,884**	**39,058,996**	**35,622,913**	**38,617,133**
EXPENDITURES				
Operating	19,412,167	23,780,007	20,756,418	23,596,087
TOTAL OPERATING	**19,412,167**	**23,780,007**	**20,756,418**	**23,596,087**
AR Bond Fund 1998	199,724	0	23	0
AR Bond Fund 1998-B	36,545	0	4	0
AR Bond Fund 2001	68,096	68,155	68,388	68,390
AR Bond Fund 2004-A	147,769	147,916	148,349	148,679
AR Bond Fund 2004-B	260,808	261,107	262,034	259,527
AR Bond Fund 2007 Refunding	718,909	708,247	721,148	717,615
TX Bond Fund 2004	181,884	172,823	190,490	188,300
TX Bond Fund 2013	165,994	151,416	163,144	165,056
TOTAL DEBT SERVICE	**1,779,731**	**1,509,666**	**1,553,582**	**1,547,567**

Transfer to Texarkana, TX Gen Fund - I P	18,900	18,900	18,900	18,900
Transfer to Texarkana, TX Gen Fund	37,500	37,500	37,500	37,500
Millwood Water Rights Fund	541,522	541,522	541,522	541,522
Millwood Depreciation Fund	486,000	486,000	486,000	630,007
North Texarkana Depreciation Fund	20,000	20,000	20,000	80,000
Mandeville Depreciation Fund	5,000	5,000	5,000	5,000
Union Depreciation Fund	25,000	25,000	25,000	25,000
Equipment Acquisition Fund	450,000	450,000	376,280	700,000
Technology Fund	750,000	570,000	570,000	650,000
Personnel Policy Fund	150,000	230,000	230,000	230,000
Capital Improvement Fund	1,350,000	1,300,000	1,300,000	1,375,000
Infrastructure Fund	885,272	840,348	840,348	885,126
Compost Fund	100,000	0	0	100,000
WP COE Cost Fund	1,578,419	1,578,419	1,578,419	1,578,419
LTWSC Capital Improvement Fund	458,068	622,617	662,383	489,200
Water District Fund	1,611,687	1,952,235	1,671,927	2,326,186
Wagner Creek Capital Improvement	100,000	0	0	0
SR WWTP Depreciation Fund	240,000	250,000	250,000	290,320
Transfer to AR Gen Fund (In Lieu of Tax)	153,481	180,280	170,920	181,280
Transfer to AR Gen Fund	88,750	228,000	15,000	15,000
Other/Legal	127,610	122,000	126,822	92,930
TOTAL OTHER EXPENDITURES	**9,177,209**	**9,457,821**	**8,926,021**	**10,251,390**
TOTAL ALL EXPENDITURES	**30,369,107**	**34,747,494**	**31,236,021**	**35,395,044**
ENDING BALANCE	**5,896,777**	**4,311,502**	**4,386,892**	**3,222,089**

TEXARKANA WATER UTILITIES

TEXAS REVENUE COMBINED

Contains Interfund Transfers

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	4,199,817	3,698,186	4,075,286	3,606,221
REVENUE				
Water and Sewer Sales	13,324,882	13,640,016	13,518,596	13,673,296
Water Connection Fees	6,400	8,060	7,710	6,880
Service Charge	338,224	599,220	257,538	238,520
Regional Water Treatment Plant Fees	2,014,609	2,271,544	2,279,900	2,907,732
Wholesale Water Sales	2,504,264	4,409,053	2,761,172	3,001,773
Wholesale Sewer Charges	535,058	563,100	551,234	550,800
Total Sales and Fees	18,723,437	21,490,993	19,376,150	20,379,001
Interest Income	238,755	54,403	118,260	130,086
I.P. Service Charge	40,300	40,300	40,300	40,300
I.P. Service Charge (Expan)	18,900	18,900	18,900	18,900
I.P. Water Rights	0	0	0	0
AR Share LT Operations	550,722	700,167	670,188	737,206
UN Share LT Operations	42,635	52,782	51,853	57,039
MN Share LT Operations	12,010	13,525	13,077	14,385
MC Share Wtr Operations (Cash B)	854,797	814,808	792,579	799,700
Miscellaneous Income	655,783	349,522	364,905	365,866
Total Other	2,413,902	2,044,407	2,070,062	2,163,482
TOTAL REVENUES	21,137,339	23,535,400	21,446,212	24,277,456
TOTAL FUNDS AVAILABLE	25,337,156	27,233,586	25,521,498	27,883,677
EXPENDITURES				
Total Operating Expenses	12,280,114	16,249,926	13,604,996	15,445,403
Share of North Texarkana Operations	86,969	105,146	79,207	83,088
Share of Millwood Operations	1,004,975	705,454	618,378	776,269
Total Operating Expenditures	13,372,058	17,060,526	14,302,581	16,304,760
Bond Fund 2004	181,884	172,823	190,490	188,300
Bond Fund 2013	165,994	151,416	163,144	165,056
Total TX Debt Service	347,878	324,239	353,634	353,356
Share 2007 AR Refunding Bonds	416,205	426,304	417,478	417,700
Total DS Transfers to AR	416,205	426,304	417,478	417,700
Transfer to Gen Fund - I P	18,900	18,900	18,900	18,900
Transfer to Gen Fund	37,500	37,500	37,500	37,500
Millwood Depreciation Fund	430,830	430,710	430,710	427,920

TEXARKANA WATER UTILITIES

TEXAS REVENUE COMBINED

Contains Interfund Transfers

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
North Texarkana Depreciation Fund	7,800	7,800	7,800	31,200
Equipment Acquisition Fund	284,490	357,850	284,130	428,960
Technology Fund	492,540	359,898	359,898	398,320
Personnel Policy Fund	130,000	130,000	130,000	130,000
Capital Improvement Fund	1,200,000	1,050,000	1,050,000	1,000,000
Infrastructure Fund	622,256	574,236	574,236	589,293
Compost Fund	63,220	0	0	61,280
WP COE Cost Fund	1,578,419	1,578,419	1,578,419	1,578,419
LT Capital Improvement Fund	289,590	378,367	418,392	299,781
River Bend Water District Fund	1,611,687	1,952,235	1,671,927	2,326,186
Wagner Creek Capital Improvement	100,000	0	0	0
SR WWTP Depreciation Fund	133,487	157,850	157,850	183,840
Other/Legal	125,010	104,655	121,822	82,930
Total Other	7,125,729	7,138,420	6,841,584	7,594,529
TOTAL EXPENDITURES	21,261,870	24,949,489	21,915,277	26,405,318
ENDING BALANCE	4,075,286	2,284,097	3,606,221	1,478,359

TEXARKANA WATER UTILITIES

TEXAS REVENUE FUND

Contains Interfund Transfers

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	4,199,817	3,698,186	4,075,286	3,606,221
REVENUE				
Water and Sewer Sales	13,324,882	13,640,016	13,518,596	13,673,296
Water Connection Fees	6,400	8,060	7,710	6,880
Service Charge	338,224	599,220	257,538	238,520
Regional Water Treatment Plant Fees	2,014,609	2,271,544	2,279,900	2,907,732
Wholesale Water Sales	1,288,403	2,871,972	1,231,429	1,266,800
Wholesale Sewer Charges	535,058	563,100	551,234	550,800
Total Sales and Fees	17,507,576	19,953,912	17,846,407	18,644,028
Interest Income	238,755	54,403	118,260	130,086
I.P. Service Charge	40,300	40,300	40,300	40,300
I.P. Service Charge (Expan)	18,900	18,900	18,900	18,900
AR Share LT Operations	550,722	700,167	670,188	737,206
UN Share LT Operations	42,635	52,782	51,853	57,039
MN Share LT Operations	12,010	13,525	13,077	14,385
MC Share Wtr Operations (Cash B)	854,797	814,808	792,579	799,700
Miscellaneous Income	655,783	349,522	364,905	365,866
Total Other	2,413,902	2,044,407	2,070,062	2,163,482
TOTAL REVENUES	19,921,478	21,998,319	19,916,469	20,807,510
TOTAL FUNDS AVAILABLE	24,121,295	25,696,505	23,991,755	24,413,731
EXPENDITURES				
Total Operating Expenses	11,064,253	14,712,845	12,075,253	13,710,430
Share of North Texarkana Operations	86,969	105,146	79,207	83,088
Share of Millwood Operations	1,004,975	705,454	618,378	776,269
Total Operating Expenditures	12,156,197	15,523,445	12,772,838	14,569,787
Bond Fund 2004	181,884	172,823	190,490	188,300

Bond Fund 2013	165,994	151,416	163,144	165,056
Total TX Debt Service	347,878	324,239	353,634	353,356
Share 2007 AR Refunding Bonds	416,205	426,304	417,478	417,700
Total DS Transfers to AR	416,205	426,304	417,478	417,700
Transfer to Gen Fund - I P	18,900	18,900	18,900	18,900
Transfer to Gen Fund	37,500	37,500	37,500	37,500
Millwood Depreciation Fund	430,830	430,710	430,710	427,920
North Texarkana Depreciation Fund	7,800	7,800	7,800	31,200
Equipment Acquisition Fund	284,490	357,850	284,130	428,960
Technology Fund	492,540	359,898	359,898	398,320
Personnel Policy Fund	130,000	130,000	130,000	130,000
Capital Improvement Fund	1,200,000	1,050,000	1,050,000	1,000,000
Infrastructure Fund	622,256	574,236	574,236	589,293
Compost Fund	63,220	0	0	61,280
WP COE Cost Fund	1,578,419	1,578,419	1,578,419	1,578,419
LT Capital Improvement Fund	289,590	378,367	418,392	299,781
River Bend Water District	1,611,687	1,952,235	1,671,927	2,326,186
Wagner Creek Capital Improvement	100,000	0	0	0
SR WWTP Depreciation Fund	133,487	157,850	157,850	183,840
Other/Legal	125,010	104,655	121,822	82,930
Total Other	7,125,729	7,138,420	6,841,584	7,594,529
TOTAL EXPENDITURES	20,046,009	23,412,408	20,385,534	22,935,372
ENDING BALANCE	4,075,286	2,284,097	3,606,221	1,478,359

TEXARKANA WATER UTILITIES

IP WATER REVENUE FUND

Contains Interfund Transfers

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	0	0	0	0
REVENUE				
Wholesale Water Sales	1,215,861	1,537,081	1,529,743	1,734,973
Total Sales and Fees	1,215,861	1,537,081	1,529,743	1,734,973
TOTAL REVENUES	1,215,861	1,537,081	1,529,743	1,734,973
TOTAL FUNDS AVAILABLE	1,215,861	1,537,081	1,529,743	1,734,973
EXPENDITURES				
Total Operating Expenses	1,215,861	1,537,081	1,529,743	1,734,973
Total Operating Expenditures	1,215,861	1,537,081	1,529,743	1,734,973
TOTAL EXPENDITURES	1,215,861	1,537,081	1,529,743	1,734,973
ENDING BALANCE	0	0	0	0

TEXARKANA WATER UTILITIES

COMBINED ARKANSAS, MANDEVILLE, UNION

Contains Interfund Transfers

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	2,255,187	1,686,303	1,857,139	2,027,407
REVENUE				
Water and Sewer Sales	8,332,652	9,993,022	8,292,327	10,198,124
Water Connection Fees	4,300	4,550	4,525	4,650
Service Charge	270,730	410,260	213,368	463,574
Wholesale Water Sales	57,800	57,100	64,030	65,950
Total Sales and Fees	8,665,482	10,464,932	8,574,250	10,732,298
Texas Share 1998 Debt Service	92,265	0	0	0
Texas Share 1998-B Debt Service	16,883	0	0	0
Texas Share 2007 Refunding	416,205	426,304	417,531	422,299
TX Share McKinney Bayou Operations	86,969	105,146	80,106	101,847
TX Share Millwood Operations	1,004,975	705,454	630,847	495,225
UN Share Millwood Operations	42,646	15,470	26,167	15,136
MN Share Millwood Operations	12,446	3,975	6,688	4,401
Total Transfers In	1,672,389	1,256,349	1,161,339	1,038,908
Interest Income	53,690	26,141	22,198	37,944
Miscellaneous Income	559,736	414,508	382,947	479,410
Total Other	613,426	440,649	405,144	517,354
TOTAL REVENUES	10,951,297	12,161,930	10,140,733	12,288,560
TOTAL FUNDS AVAILABLE	13,206,484	13,848,233	11,997,872	14,315,967
EXPENDITURES				
Total Operating Expenses	7,151,499	7,549,526	7,170,595	8,084,167
Share in LTWSC Operations	605,366	766,474	735,482	894,684
Total Operating	7,756,865	8,316,000	7,906,077	8,978,851
Bond Fund 1998	291,989	0	23	0
Bond Fund 1998-B	53,428	0	4	0
Bond Fund 2001	68,096	68,155	68,388	68,390
Bond Fund 2004A	147,769	147,916	148,349	148,679
Bond Fund 2004B	260,808	261,107	262,034	259,527
Bond Fund 2007 Refunding	718,909	708,247	721,201	722,214
Total AR Debt Service	1,540,999	1,185,425	1,199,998	1,198,810

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Millwood Water Rights Fund	541,522	541,522	541,522	541,522
Millwood Depreciation Fund	55,170	55,290	55,290	202,087
McKinney Bayou Depreciation Fund	12,200	12,200	12,200	48,800
Mandeville Depreciation	5,000	5,000	5,000	5,000
Union Depreciation	25,000	25,000	25,000	25,000
Equipment Acquisition Fund	165,510	92,150	92,150	271,040
Technology Fund	257,460	210,102	210,102	251,680
Personnel Policy	20,000	100,000	100,000	100,000
Capital Improvement Fund	150,000	250,000	250,000	375,000
Infrastructure Fund	263,016	266,112	266,112	295,833
Compost Fund	36,780	0	0	38,720
LTWSC Capital Imp. Fund	168,478	244,250	243,991	189,419
SR WWTP Depreciation Fund	106,513	92,150	92,150	106,480
Transfer to General Fund (In Lieu of Tax	153,481	180,280	170,920	181,280
Transfer to General Fund	88,750	228,000	15,000	15,000
Other (Including Legal)	2,600	17,345	5,000	10,000
Total Other	2,051,480	2,319,401	2,084,437	2,656,861
TOTAL EXPENDITURES	11,349,344	11,820,826	11,190,512	12,834,522
ENDING BALANCE	1,857,139	2,027,407	807,360	1,481,445

TEXARKANA WATER UTILITIES

ARKANSAS REVENUE FUND

Contains Interfund Transfers

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	**2,099,006**	**1,501,092**	**1,722,118**	**1,826,106**
REVENUE				
Water and Sewer Sales	7,800,629	9,468,882	7,760,686	9,658,260
Water Connection Fees	3,200	3,650	3,500	3,750
Service Charge	252,497	387,965	189,478	437,836
Wholesale Water Sales	57,800	57,100	64,030	65,950
Total Sales and Fees	**8,114,126**	**9,917,597**	**8,017,694**	**10,165,796**
Texas Share 1998 Debt Service	92,265	0	0	0
Texas Share 1998-B Debt Service	16,883	0	0	0
Texas Share 2007 Refunding	416,205	426,304	417,531	422,299
TX Share North Texarkana Operations	86,969	105,146	80,106	101,847
TX Share Millwood Operations	1,004,975	705,454	630,847	495,225
UN Share Millwood Operations	42,646	15,470	26,167	15,136
MN Share Millwood Operations	12,446	3,975	6,688	4,401
Total Transfers In	**1,672,389**	**1,256,349**	**1,161,339**	**1,038,908**
Interest Income	53,690	26,141	22,198	37,944
Miscellaneous Income	550,345	405,036	378,712	473,033
Total Other	**604,035**	**431,177**	**400,910**	**510,977**
TOTAL REVENUES	**10,390,550**	**11,605,123**	**9,579,942**	**11,715,681**
TOTAL FUNDS AVAILABLE	**12,489,556**	**13,106,215**	**11,302,060**	**13,541,787**
EXPENDITURES				
Total Operating Expenses	6,955,387	7,412,900	7,026,437	7,928,351
Share in LTWSC Operations	550,722	700,167	670,188	827,166
Total Operating	**7,506,108**	**8,113,067**	**7,696,625**	**8,755,517**
Bond Fund 1998	291,989	0	23	0
Bond Fund 1998-B	53,428	0	4	0
Bond Fund 2001	68,096	68,155	68,388	68,390
Bond Fund 2004B	122,785	122,811	123,304	120,488
Bond Fund 2007 Refunding	718,909	708,247	721,201	722,214
Total AR Debt Service	**1,255,207**	**899,213**	**912,920**	**911,092**
Millwood Water Rights Fund	541,522	541,522	541,522	541,522

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Millwood Depreciation Fund	55,170	55,290	55,290	202,087
North Texarkana WWTP Depr. Fund	12,200	12,200	12,200	48,800
Equipment Acquisition Fund	165,510	92,150	92,150	271,040
Technology Fund	257,460	210,102	210,102	251,680
Personnel Policy	20,000	100,000	100,000	100,000
Capital Improvement Fund	150,000	250,000	250,000	375,000
Infrastructure Fund	263,016	266,112	266,112	295,833
Compost Fund	36,780	0	0	38,720
LTWSC Capital Imp. Fund	153,120	222,678	222,678	170,182
SR WWTP Depreciation Fund	106,513	92,150	92,150	106,480
Transfer to Gen. Fund (In Lieu of Tax)	153,481	180,280	170,920	181,280
Transfer to General Fund	88,750	228,000	15,000	15,000
Other (Including Legal)	2,600	17,345	5,000	10,000
Total Other	**2,006,122**	**2,267,829**	**2,033,124**	**2,607,624**
TOTAL EXPENDITURES	**10,767,437**	**11,280,109**	**10,642,669**	**12,274,233**
ENDING BALANCE	**1,722,118**	**1,826,106**	**659,391**	**1,267,554**

TEXARKANA WATER UTILITIES

MANDEVILLE REVENUE FUND

Contains Interfund Transfers

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	22,200	26,738	13,359	28,737
REVENUE				
Water and Sewer Sales	82,793	80,910	74,321	83,337
Water Connection Fees	200	250	225	200
Service Charges	3,890	4,600	3,655	4,738
Total Sales and Fees	86,883	85,760	78,201	88,275
Miscellaneous Income	2,085	2,005	2,128	2,100
Total Other	2,085	2,005	2,128	2,100
TOTAL REVENUES	88,968	87,765	80,329	90,375
TOTAL FUNDS AVAILABLE	111,168	114,503	93,688	119,112
EXPENDITURES				
Total Operating Expenses	31,537	25,201	25,957	25,957
Share of MW Operations	12,446	3,975	6,781	4,651
Share of LT Operations	12,010	13,525	13,062	14,234
Total Operating	55,993	42,701	45,800	44,842
Bond Fund 2004A	10,102	10,112	10,145	10,175
Bond Fund 2004B	23,501	23,527	23,600	23,565
Total Debt Service	33,603	33,639	33,745	33,740
Depreciation Fund	5,000	5,000	5,000	5,000
LTWSC Capital Improvement Fund	3,214	4,426	4,426	5,262
Total Other	8,214	9,426	9,426	10,262
TOTAL EXPENDITURES	97,809	85,766	88,971	88,844
ENDING BALANCE	13,359	28,737	4,717	30,268

TEXARKANA WATER UTILITIES

UNION REVENUE FUND

Contains Interfund Transfers

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	133,981	158,473	121,663	172,564
REVENUE				
Water and Sewer Sales	449,230	443,230	457,320	456,527
Water Connection Fees	900	650	800	700
Service Charges	14,343	17,695	20,235	21,000
Total Sales and Fees	464,473	461,575	478,355	478,227
Miscellaneous Income	7,306	7,467	2,107	4,277
Total Other	7,306	7,467	2,107	4,277
TOTAL REVENUES	471,779	469,042	480,462	482,504
TOTAL FUNDS AVAILABLE	605,760	627,515	602,124	655,068
EXPENDITURES				
Total Operating Expenses	109,483	91,980	85,034	98,720
Share of MW Operations	42,646	15,470	26,386	26,488
Share of LT Operations	42,635	52,782	52,232	53,284
Total Operating	194,764	160,232	163,652	178,492
Bond Fund 2004A	137,667	137,804	138,204	138,504
Bond Fund 2004B	114,522	114,769	115,130	115,474
Total Debt Service	252,190	252,573	253,334	253,978
Depreciation Fund	25,000	25,000	25,000	25,000
LTWSC Capital Improvement Fund	12,144	17,146	16,887	13,975
Total Other	37,144	42,146	41,887	38,975
TOTAL EXPENDITURES	484,097	454,951	458,873	471,445
ENDING BALANCE	121,663	172,564	143,252	183,622

Section II

Bond Funds

TEXARKANA WATER UTILITIES

Arkansas 1998 Bond Fund

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	**147,433**	**145,603**	**146,659**	**0**
REVENUE				
From Revenue Fund	291,989	0		
Interest Income	460	1,024	1	
TOTAL REVENUE	**292,449**	**1,024**	**1**	**0**
TOTAL FUNDS AVAILABLE	**439,882**	**146,627**	**146,660**	**0**
EXPENDITURES				
Interest Expense - October	5,347	2,698	2,676	0
Interest Expense - April	5,347			
Principal - October	141,264	143,929	143,984	0
Principal - April	141,264			
TOTAL EXPENDITURES	**293,222**	**146,627**	**146,660**	**0**
ENDING BALANCE	**146,659**	**0**	**0**	**0**

Transfers from Revenue:				
Texas Percent	31.60975%	31.60975%	31.60975%	31.60975%
Texas Share 61-991-911728	92,297	92,265	0	0
Arkansas Share	199,692	(92,265)	0	0
Total	**291,989**	**0**	**0**	**0**

Total Interest	10,694	2,698	2,676	0
Total Principal	282,528	143,929	143,984	0
Total	**293,222**	**146,627**	**146,660**	**0**

TEXARKANA WATER UTILITIES

ARKANSAS 1998-B BOND FUND

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	**26,969**	**26,834**	**26,843**	**0**
REVENUE				
From Revenue Fund	53,428	0		
Interest Income	84	0		
TOTAL REVENUE	**53,512**	**0**	**0**	**0**
TOTAL FUNDS AVAILABLE	**80,481**	**26,834**	**26,843**	**0**
EXPENDITURES				
Interest Expense - October	978	494	498	0
Interest Expense - April	978			
Principal - October	25,841	26,340	26,345	0
Principal - April	25,841			
TOTAL EXPENDITURES	**53,638**	**26,834**	**26,843**	**0**
ENDING BALANCE	**26,843**	**0**	**0**	**0**

Transfers from Revenue:					
Texas Percent		31.60975%	31.60975%	31.60975%	31.60975%
Texas Share	61-991-911729	16,888	16,883	0	0
Arkansas Share		36,540	(16,883)	0	0
Total		**53,428**	**0**	**0**	**0**

Total Interest	1,956	494	498	0
Total Principal	51,682	26,340	26,345	0
Total	**53,638**	**26,834**	**26,843**	**0**

TEXARKANA WATER UTILITIES

Arkansas 2001 Bond Fund

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	**34,386**	**34,195**	**34,307**	**34,195**
REVENUE				
From Revenue Fund	68,096	68,155	68,038	68,165
Interest Income	215	235	240	225
TOTAL REVENUE	**68,311**	**68,390**	**68,278**	**68,390**
TOTAL FUNDS AVAILABLE	**102,697**	**102,585**	**102,585**	**102,585**
EXPENDITURES				
Interest Expense - October	3,649	3,152	5,090	2,135
Interest Expense - April	3,649	2,648	4,618	1,614
Principal - October	30,546	31,043	29,105	32,060
Principal - April	30,546	31,547	29,577	32,581
TOTAL EXPENDITURES	**68,390**	**68,390**	**68,390**	**68,390**
ENDING BALANCE	**34,307**	**34,195**	**34,195**	**34,195**

TEXARKANA WATER UTILITIES

Arkansas 2004A Bond Fund (Mandeville & Union)

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	**74,618**	**74,203**	**74,214**	**74,203**
REVENUE				
From Revenue Fund	147,769	147,916	148,023	148,037
Interest Income	233	490	383	369
TOTAL REVENUE	**148,002**	**148,406**	**148,406**	**148,406**
TOTAL FUNDS AVAILABLE	**222,620**	**222,609**	**222,620**	**222,609**
EXPENDITURES				
Interest Expense - October	10,020	8,977	8,977	6,840
Interest Expense - April	10,020	7,917	7,917	5,746
Principal - October	64,183	65,226	65,226	67,363
Principal - April	64,183	66,286	66,286	68,457
TOTAL EXPENDITURES	**148,406**	**148,406**	**148,406**	**148,406**
ENDING BALANCE	**74,214**	**74,203**	**74,203**	**74,203**
Transfers from Revenue:				
Mandeville Percent	6.836290%	6.836290%	6.836290%	6.836290%
Mandeville Fund	10,102	10,112	10,119	10,120
Union Fund	137,667	137,804	137,904	137,917
Total	**147,769**	**147,916**	**148,023**	**148,037**
Ending Balance:				
Mandeville Percent	6.836290%	6.836290%	6.836290%	6.836290%
Mandeville Fund	5,074	5,073	5,073	5,073
Union Fund	69,140	69,130	69,130	69,130
Total	**74,214**	**74,203**	**74,203**	**74,203**

TEXARKANA WATER UTILIITES

Arkansas 2004B Bond Fund (AR, MNDVL & UN)

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	**131,699**	**130,966**	**131,179**	**130,966**
REVENUE				
From Revenue Fund	260,808	261,107	261,217	261,413
Interest Income	604	825	501	519
TOTAL REVENUE	**261,413**	**261,932**	**261,718**	**261,932**
TOTAL FUNDS AVAILABLE	**393,111**	**392,898**	**392,898**	**392,898**
EXPENDITURES				
Interest Expense - October	23,033	21,280	21,280	17,686
Interest Expense - April	23,033	19,497	19,497	15,845
Principal - October	107,933	109,686	109,686	113,280
Principal - April	107,933	111,469	111,469	115,121
TOTAL EXPENDITURES	**261,932**	**261,932**	**261,932**	**261,932**
ENDING BALANCE	**131,179**	**130,966**	**130,966**	**130,966**
Transfer From Revenue:				
Arkansas Fund	122,671	122,811	122,863	122,955
Mandeville Fund	23,500	23,527	23,537	23,554
Union Fund	114,637	114,769	114,817	114,904
Total	**260,808**	**261,107**	**261,217**	**261,413**
Ending Balance:				
Arkansas Fund	61,700	61,600	61,600	61,600
Mandeville Fund	11,820	11,800	11,800	11,800
Union Fund	57,660	57,566	57,566	57,566
Total	**131,179**	**130,966**	**130,966**	**130,966**

TEXARKANA WATER UTILITIES

Arkansas 2007 Refunding Bond Fund

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	**98,768**	**60,092**	**114,368**	**60,184**
REVENUE				
From Revenue Fund	707,109	708,340	666,695	711,903
From Reserve Fund	13,190	9,857	194	7,747
Interest Income	14,010	3,004	35	2,572
TOTAL REVENUE	**734,309**	**721,201**	**666,925**	**722,222**
TOTAL FUNDS AVAILABLE	**833,077**	**781,293**	**781,293**	**782,406**
EXPENDITURES				
Interest Expense - March	76,854	65,554	65,554	53,607
Interest Expense - September	76,854	65,554	65,554	53,607
Principal - September	565,000	590,000	590,000	615,000
Agent Fees				
TOTAL EXPENDITURES	**718,709**	**721,109**	**721,109**	**722,214**
ENDING BALANCE	**114,368**	**60,184**	**60,184**	**60,192**
Transfers from Revenue:				
Texas Percentage (X .9533)	63.22%	63.14%	63.14%	61.28%
Texas 61-991-911740	416,205	426,359	401,293	415,881
Arkansas	290,905	281,981	265,402	296,022
Total	**707,109**	**708,340**	**666,695**	**711,903**

TEXARKANA WATER UTILITIES

Arkansas 2007 Bond Reserve Fund

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	**727,799**	**725,245**	**721,248**	**725,245**
REVENUE				
Interest Income	6,639	9,857	78	73
TOTAL REVENUE	6,639	9,857	78	73
TOTAL FUNDS AVAILABLE	**734,438**	**735,102**	**721,326**	**725,318**
EXPENDITURES				
Transfer to 2007 Bond	13,190	9,857	194	3,562
TOTAL EXPENDITURES	13,190	9,857	194	3,562
ENDING BALANCE	**721,248**	**725,245**	**721,132**	**721,756**

TEXARKANA WATER UTILITIES

Texas 2013 Bond Fund

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	**28,026**	**27,509**	**27,421**	**30,087**
REVENUE				
Transfer from Revenue Fund	164,415	151,416	151,416	151,416
Transfer from Reserve Fund	155	10,821	13,787	10,599
Interest Income	819	907	607	762
TOTAL REVENUE	**165,389**	**163,144**	**165,810**	**162,777**
TOTAL FUNDS AVAILABLE	**193,415**	**190,653**	**193,231**	**192,864**
EXPENDITURES				
Interest-February	35,497	34,072	34,072	32,528
Interest-August	35,497	34,072	34,072	32,528
Principal	95,000	95,000	95,000	100,000
Agent Fees				
TOTAL EXPENDITURES	**165,994**	**163,144**	**163,144**	**165,056**
ENDING BALANCE	**27,421**	**27,509**	**30,087**	**27,808**

TEXARKANA WATER UTILITIES

Texas 2020 Refunding Bond Fund (Ref 2004 Bond)

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	**32,511**	**124,433**	**124,760**	**132,304**
REVENUE				
Transfer from Revenue Fund	272,913	172,823	184,119	172,680
Transfer from Reserve Fund	178	12,898	12,898	200
Interest Income	1,043	1,066	1,017	1,050
TOTAL REVENUE	**274,134**	**186,787**	**198,034**	**173,930**
TOTAL FUNDS AVAILABLE	**306,645**	**311,220**	**322,794**	**306,234**
EXPENDITURES				
Interest-February	15,088	3,300	0	3,300
Interest-August	1,797	2,190	2,190	2,190
Principal	165,000	185,000	188,300	180,000
Agent Fees				
TOTAL EXPENDITURES	**181,885**	**190,490**	**190,490**	**185,490**
ENDING BALANCE	**124,760**	**120,730**	**132,304**	**120,744**

TEXARKANA WATER UTILITIES

TEXAS BOND RESERVE FUND

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	**704,472**	**717,167**	**728,039**	**717,167**
REVENUE				
Transfer from Revenue Fund				
Interest Income	23,900	23,719	12,445	12,445
TOTAL REVENUE	**23,900**	**23,719**	**12,445**	**12,445**
TOTAL FUNDS AVAILABLE	**728,372**	**740,886**	**740,484**	**729,612**
EXPENDITURES				
Transfer Interest to 2004 Bond Fund	178	12,898	12,898	6,691
Transfer Interest to 2013 Bond Fund	155	10,821	10,821	5,754
TOTAL EXPENDITURES	333	23,719	23,719	12,445
ENDING BALANCE	**728,039**	**717,167**	**716,765**	**717,167**

Section III

Capital Funds

TEXARKANA WATER UTILITIES

Arkansas Capital Improvement Fund

			Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE			**211,603**	**198,030**	**199,751**	**243,670**
REVENUE						
Transfers from Revenue Fund	61-994-941211		150,000	250,000	250,000	375,000
Additional Transfers from Revenue- Inventory	61-994-941211		0	0	0	0
Interest Income	61-911-611116		0	0	0	0
Pro-rata Income - Cust	61-991-911215		1,780	1,680	1,760	1,680
Plans/ Permits	61-080-481119		0	250	0	0
TOTAL REVENUE			**151,780**	**251,930**	**251,760**	**376,680**
TOTAL FUNDS AVAILABLE			**363,383**	**449,960**	**451,511**	**620,350**
Water Projects --> 61-000-135111 + Proj No.						
Sewer Projects --> 61-000-135131 + Proj No.						
Equipment --> 61-000-135151 + Proj No.						
EXPENDITURES						
Transfer to City Gen Fund-Oper-Cap Impr						
Lavender Ln 6" Water Main Replacemt-Emergency		A121926	81,456			
Lakewood Softstart #3 Pump		A121928	8,412			
Sewer System Improvements- 2019		A121940	112			
Water System Improvements- 2020		A122020	13,176			
Loop Dead End Mains- 2020		A122021	0			
Chlorine Conversion Project 2020		A122022	7,099			
Front St 8" Water Extension		A122023	15,633			
Emergency 36" WL Repair-N. Stateline		A122028	3,785			
Locust Street Water Line Looping		A122029	16,233			
Sewer System Improvements- 2020	A122040		5,065			
Sanderson Lane Sewer Extension	A122041		1,586		56,923	
3907 Sanderson Ln. Sewer Extension	A122043		11,074			
E.35th/Sanderson Valve Repl		A122123			197	
N. Sanderson Ln. Swr Extension	A122144			56,721	56,721	
Hwy 82 Sewer Extension		A122141		145,000		145,000
Chlorine Conversion Project 2021		A122124		34,000	34,000	
Water System Improvements- 2021		A122120		30,000		30,000
Sewer System Improvements- 2021	A122140			50,000		50,000
Loop Dead End Mains- 2021		A122125		75,000		75,000
College Hill Tank Overflow Repair		A122126		30,000	30,000	
AR Share of Rate Study		A122127		28,000		28,000
AR Blvd. Tank Overflow Repair		A122128			15,000	
Lakewood Standpipe Overflow Repair		A122129			15,000	
Chlorine Conversion Project 2022						35,000
Water System Improvements- 2022						30,000
Sewer System Improvements- 2022						50,000
Loop Dead End Mains- 2022						75,000
Tennessee Rd Sewer Extension (Pro-rata)						100,000
TOTAL EXPENDITURES			**163,631**	**448,721**	**207,841**	**618,000**
ENDING BALANCE			**199,751**	**1,239**	**243,670**	**2,350**

TEXARKANA WATER UTILITIES

Arkansas Infrastructure Fund

		Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE		**90,604**	**134,891**	**133,088**	**300,589**
REVENUE					
Transfer from Revenues-Infrastr Fees	61-994-941224	266,112	266,112	266,112	295,833
Additional Transfer from Revenues	61-994-941224	0	0	0	130,000
Interest Income	61-911-611124	0	0	0	0
TOTAL REVENUE		**266,112**	**266,112**	**266,112**	**425,833**
TOTAL FUNDS AVAILABLE		**356,716**	**401,003**	**399,200**	**726,422**
	61-000-135157- Proj No.				
EXPENDITURES					
Transfer to City Gen Fd-Storm Wtr	61-932-631112	88,671	88,704	57,473	98,611
Engineering/Design	A152001	90,000	60,000		60,000
Replace/Upsize Water Mains	A152002	19,266	50,000		100,000
Replace Brick Manholes	A152003	0	50,000		100,000
Animal Shelter Sewer Relocation	A152004	25,691			
AR Blvd. Pinson 12" Swr Relocation	A152101			2,038	175,000
AR Share Courthouse Square W&S	A152102		34,100	34,100	
35th & Sanderson Valve Repair	A152104			0	70,000
Pressure Plane Switch @ Dooley/Hwy	A152105			5,000	20,000
Porter Street Sewer Improvements	A152103		116,000		100,000
TOTAL EXPENDITURES		**223,628**	**398,804**	**98,611**	**723,611**
ENDING BALANCE		**133,088**	**2,199**	**300,589**	**2,812**

TEXARKANA WATER UTILITIES

Arkansas Millwood Water Rights Fund

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	**235,377**	**235,571**	**235,377**	**235,516**
REVENUE				
Transfer from Revenues -99.8 MGD	541,522	541,522	541,522	541,522
Interest Income	144	189	139	157
TOTAL REVENUE	**541,666**	**541,711**	**541,660**	**541,679**
TOTAL FUNDS AVAILABLE	**777,043**	**777,282**	**777,037**	**777,194**
EXPENDITURES				
Annual Principal Payment on 99.8 MGD 000-236112	159,707	163,911	163,911	168,225
Annual Interest Payment on 99.8 MGD 921-621112	381,814	377,611	377,611	373,297
TOTAL EXPENDITURES	**541,522**	**541,522**	**541,522**	**541,522**
ENDING BALANCE	**235,521**	**235,760**	**235,516**	**235,673**

TEXARKANA WATER UTILITIES

Arkansas Personnel Policy Fund

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	**225,520**	**141,941**	**188,910**	**177,972**
REVENUE				
Transfer from Revenues	20,000	100,000	100,000	100,000
Interest Income	1,274	1,163	285	265
TOTAL REVENUE	**21,274**	**101,163**	**100,285**	**100,265**
TOTAL FUNDS AVAILABLE	**246,793**	**243,104**	**289,195**	**278,237**
EXPENDITURES				
Termination Pay	27,321	23,000	59,891	36,737
Social Security	2,090	1,760	4,582	2,810
Post Retirement Insurance	28,471	80,000	46,751	65,000
TOTAL EXPENDITURES	**57,883**	**104,760**	**111,223**	**104,548**
ENDING BALANCE	**188,910**	**138,345**	**177,972**	**173,690**

Accrued Compensated Absences:

Arkansas:				
Current	31,844	30,000	32,000	31,500
Long Term	226,543	230,000	228,000	227,500
Total	**258,387**	**260,000**	**260,000**	**259,000**

61-000-213111	31,844
61-000-233111	226,543

TEXARKANA WATER UTILITIES

Millwood Water Treatment Plant Depreciation Fund

		Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE		**729,991**	**1,092,343**	**1,189,307**	**1,234,967**
REVENUE					
Transfer from Revenues		486,000	486,000	486,000	486,000
Plans/Specs			0		
Interest Income		8,461	8,185	8,477	8,374
TOTAL REVENUE		**494,461**	**494,185**	**494,477**	**494,374**
TOTAL FUNDS AVAILABLE		**1,224,452**	**1,586,528**	**1,683,784**	**1,729,341**
EXPENDITURES					
Sludge Pond Cleaning 2019	A/T 131906	141			
Valve Replacement Filters 3,4,7 & 8	A/T 132003		260,000		462,628
SCADA Upgrade	A/T 132006		50,000		30,000
Mixer Gearbox Repair	A/T 132007	11,589			
Basin Lining (1)	A/T 132008		400,000		400,000
Emergency Low Svc Pump Repair	A/T 132010	23,415			
Sludge Pond Cleaning (2) 2021	A/T 132101		175,000	175,000	
Generator Load Bank Test/Fluid Change	A/T 132102		35,000	35,000	
Flash Mixer	A/T 132103		12,000	12,000	
Chemical Building Roof Replacement	A/T 132104		100,000		100,000
Automatic Transfer Switch	A/T 132105		200,000	200,000	25,000
Low Service Repair/Rebuild	A/T 132106		65,000		65,000
High Service Repair/Rebuild	A/T 132107		100,000		100,000
Chlorine Analyzer	A/T 132108		4,800	4,817	
Transformer Study	A/T 132109			12,000	
Security Cameras				10,000	
Sludge Pond Cleaning (2) 2022					120,000
#2 High Service Retro Fit					80,000
Online Turbidity Meters (8)					18,000
Filter Air Units Replacement (2)					55,000
TOTAL EXPENDITURES		**35,145**	**1,401,800**	**448,817**	**1,455,628**
ENDING BALANCE		**1,189,307**	**184,728**	**1,234,967**	**273,713**
Transfers from Revenue:		63.22%	63.14%	63.14%	61.28%
Arkansas Share		55,170	55,290	55,290	58,080
Additional Contribution-Arkansas		0	0	0	0
Arkansas Total		**55,170**	**55,290**	**55,290**	**58,080**
Texas Share		94,830	94,710	94,710	91,920
Additional Contribution-Texas		336,000	336,000	336,000	336,000
Texas Total		**430,830**	**430,710**	**430,710**	**427,920**
Total		**486,000**	**486,000**	**486,000**	**486,000**
Ending Balances:					
Arkansas		562,467	68,198	456,332	103,618
Texas		626,840	116,530	778,634	170,095
Total		**1,189,307**	**184,728**	**1,234,967**	**273,713**

TEXARKANA WATER UTILITIES

North Texarkana WWTP Depreciation Fund

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	**75,413**	**91,376**	**91,411**	**77,311**
REVENUE				
Transfer from Revenues	20,000	20,000	20,000	80,000
Interest Income	0	0	0	0
Plans/Specs				
TOTAL REVENUE	**20,000**	**20,000**	**20,000**	**80,000**
TOTAL FUNDS AVAILABLE	**95,413**	**111,376**	**111,411**	**157,311**
EXPENDITURES				
Aeration Tanks Cleaned Out/Joints Reseal	1,700	17,500	17,500	
UV System Repairs 2021	2,302			
Paint Exposed Metal				15,000
Pump/Motor/VFD Replacements-2021		42,000	9,600	32,400
Driveway & Parking Lot Repairs				25,000
UV System Repairs 2022			7,000	
Pump/Motor/VFD Replacements- 2022				40,000
TOTAL EXPENDITURES	**4,002**	**59,500**	**34,100**	**112,400**
ENDING BALANCE	**91,411**	**51,876**	**77,311**	**44,911**
Transfers from Revenue:				
Texas Percentage	39.00000%	39.00000%	39.00000%	39.00000%
Arkansas Share	12,200	12,200	12,200	48,800
Texas Share	7,800	7,800	7,800	31,200
Total	**20,000**	**20,000**	**20,000**	**80,000**

TEXARKANA WATER UTILITIES

Mandeville Depreciation Fund

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	**141,666**	**133,556**	**133,540**	**138,540**
REVENUE				
Transfer from Revenues	5,000	5,000	5,000	5,000
Interest Income	0	0	0	0
TOTAL REVENUE	**5,000**	**5,000**	**5,000**	**5,000**
TOTAL FUNDS AVAILABLE	**146,666**	**138,556**	**138,540**	**143,540**
	81-000-135112-Proj No.			
EXPENDITURES				
Automatic Water Flush Valves (2)- 202 MC 362 along Dooley Ferry Road	13,126	100,000	0	100,000
TOTAL EXPENDITURES	**13,126**	**100,000**	**0**	**100,000**
ENDING BALANCE	**133,540**	**38,556**	**138,540**	**43,540**

TEXARKANA WATER UTILITIES

Union Depreciation Fund

		Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE		**131,981**	**141,982**	**156,739**	**157,384**
REVENUE					
Transfer from Revenues	82-994-941226	25,000	25,000	25,000	25,000
Transfer from Revenues-Inventory					
Interest Income	82-911-611118				
TOTAL REVENUE		**25,000**	**25,000**	**25,000**	**25,000**
TOTAL FUNDS AVAILABLE		**156,981**	**166,982**	**181,739**	**182,384**
	82-000-135112-Proj No.				
EXPENDITURES					
Automatic Water Flush Valves (1)- 2019	U132002	242			
MC 10-3" Creek Crossing	U132101		20,000	24,356	
Water System Improvements	U132102		100,000	0	100,000
TOTAL EXPENDITURES		**242**	**120,000**	**24,356**	**100,000**
ENDING BALANCE		**156,739**	**46,982**	**157,384**	**82,384**

TEXARKANA WATER UTILITIES

Texas Capital Improvement Fund

			Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE			**804,342**	**266,036**	**570,612**	**1,062,180**
REVENUE						
Transfer from Revenue Fund	62-994-941211		1,200,000	1,050,000	1,050,000	1,000,000
Transfer from Txk, TX General Fund						1,950,000
Interest Income	62-911-611116		15,772	20,841	8,984	9,117
Plans			850			
CD Maturity-Funds not Reinvested			675,000			
Reimbursement-City of Txk, TX-Kampco			262,492			
Other Remibursements					4,974	
State Reimbursements DOT					388,847	
TOTAL REVENUE			**2,154,114**	**1,070,841**	**1,452,805**	**2,959,117**
TOTAL FUNDS AVAILABLE			**2,958,456**	**1,336,877**	**2,023,417**	**4,021,297**
Water Projects --> 62-000-135111+Proj No.						
Sewer Projects --> 62-000-135131+Proj No.						
Equipment --> 62-000-135151+Proj No.						
EXPENDITURES						
Water System Improvements:		T122020 ,T122120,T122220	28,078	60,000		100,000
Sewer System Improvements	T121940,	T122040,T122140,T122240	39,004	60,000		105,000
Loop Water Mains-Moores Ln/N. Park		T121906	2,521			
Chlorine Conversion Project 2020		T122022	12,394			
Loop Dead End Mains		T122023	38,280	60,000		120,000
TX DOT I-30 Frontage Water/Sewer		T122024	521,784		479,219	
Water & Sewer Mains 104 Hubbard		T122026	10,866			
Dead End Wtr Mains-S.Txk Ph I		T122027	234,867			
Emergency 36" WL Repair-North Stateline		T122028	6,505			
TX DOT Kings Hwy W&S Relocation		T122029	340,547		34,303	
N. Txk Swr Annex Ph II	T121942		1,055,606		326,117	
Grim Apts. Sewer	T121943		6,054			
2018 Annexation Engineering Fee	T122042		55,106		52,579	
Pine Knoll & Cedar Hill Sewer Repl	T122043		23,417			
Colonial Cir Sewer Repair	T122044		12,814			
I-30 Valve	T122122			80,000		80,000
FM 2148 12" Water Line Relocation	T122123			150,000		
Chlorine Conversion Project 2021	T122124			13,000	13,000	
Gin Road Water 8"	T122125				6,069	168,321
Elevated Tank Cathodic Repairs	T122126			30,000		30,000
2018 Annexation Areas Water & Sewer	T122141			850,000	49,250	1,250,000
Gin Road Sewer 6"	T122142				701	117,430
Chlorine Conversion Project 2022						32,000
Transfer to Txk, TX General Fund						1,000,000
TOTAL EXPENDITURES			**2,387,843**	**1,303,000**	**961,238**	**3,002,751**
ENDING BALANCE			**570,612**	**33,877**	**1,062,180**	**1,018,546**

TEXARKANA WATER UTILITIES
TEXAS INFRASTRUCTURE FUND

		Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE		**259,834**	**47,045**	**189,240**	**511,977**
REVENUE					
Transfer from Revenues		622,256	574,236	574,236	589,293
Plans & Specs		350			
Other Reimbursements		201,389			
Interest Income		2,453	4,200	2,526	2,423
TOTAL REVENUE		**826,448**	**578,436**	**576,762**	**591,716**
TOTAL FUNDS AVAILABLE		**1,086,282**	**625,481**	**766,002**	**1,103,693**
EXPENDITURES					
College Drive Area Sewer	T151902	283,362			
New Boston Rd/Robison Rd Repl 12" Sewer	T151903		250,000		250,000
Engineering Design-TX DOT-Reloc W&S in ROW-I-30	T151904	5,852			
TX DOT Kings Hwy Water & Sewer Relocatior	T152003	586,227			
Hwy 67 & Loop 151 Sewer Crossing	T152004	21,601		164,925	
College Drive Area Sewer Ph II	T152105		150,000		100,000
Repl Sewer Behind 2905 Texas Blvd	T152102		75,000	0	75,000
Texas Water and Sewer Rate Study	T152103		75,000		75,000
4110 Concord Pl 18" Swr Main Reloc	T152101			0	50,000
916 S. Hill Rd. 6" Swr Ext	T152104			31,000	100,000
TX Share of Courhouse Sq Project	T152106			58,100	
Replace MH @ Cooper Lane with LS					150,000
Barkwood Sewer Repl/Reloc					250,000
TOTAL EXPENDITURES		**897,042**	**550,000**	**254,025**	**1,050,000**
ENDING BALANCE		**189,240**	**75,481**	**511,977**	**53,693**

TEXARKANA WATER UTILITIES

Wright Patman Corps of Engineers Cost Fund

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	**6,463,247**	**7,898,016**	**7,981,447**	**9,507,341**
REVENUES				
Transfer from Revenue Fund	1,578,419	1,578,419	1,578,419	1,578,419
Interest Income	88,919	114,500	49,475	51,000
TOTAL REVENUE	**1,667,338**	**1,692,919**	**1,627,894**	**1,629,419**
TOTAL FUNDS AVAILABLE	**8,130,585**	**9,590,935**	**9,609,341**	**11,136,760**
EXPENDITURES				
Hillco Partners-LWP Water Rights Legal/Professional Svcs	68,069	102,000	102,000	102,000
TCEQ Water Rights Application	81,069			
TOTAL EXPENDITURES	**149,138**	**102,000**	**102,000**	**102,000**
ENDING BALANCE	**7,981,447**	**9,488,935**	**9,507,341**	**11,034,760**

TEXARKANA WATER UTILITIES

Texas 2013 Bond Construction Fund

(Highway 82 Waterline Relocation and Upsizing)

		Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE		**29,334**	**13,806**	**13,678**	**0**
REVENUES					
Interest Income	62-911-611179	337	247	110	0
TOTAL REVENUE		**337**	**247**	**110**	**0**
TOTAL FUNDS AVAILABLE		**29,671**	**14,053**	**13,787**	**0**
	62-000-135448- Proj No.				
EXPENDITURES					
Transfer to 2013 Bond Fund				13,787	
System Improvements	T001901	15,993			
TOTAL EXPENDITURES		**15,993**	**0**	**13,787**	**0**
END BALANCE		**13,678**	**14,053**	**0**	**0**

TEXARKANA WATER UTILITIES

Texas Personnel Policy Fund

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	**202,222**	**204,525**	**255,928**	**183,862**
REVENUE				
Transfer from Revenues	130,000	130,000	130,000	130,000
Interest Income	3,366	2,090	1,910	1,950
TOTAL REVENUE	**133,366**	**132,090**	**131,910**	**131,950**
TOTAL FUNDS AVAILABLE	**335,588**	**336,615**	**387,838**	**315,812**
EXPENDITURES				
Termination Pay	29,692	53,207	117,724	77,209
Social Security	2,271	4,070	9,006	5,906
Post Retirement Benefits	47,696	105,000	77,246	90,000
TOTAL EXPENDITURES	**79,659**	**162,277**	**203,976**	**173,115**
ENDING BALANCE	**255,928**	**174,338**	**183,862**	**142,697**

Accrued Compensated Absenses:

Texas:				
Current	50,059	49,500	51,000	51,500
Long Term	390,078	383,000	386,500	384,000
Total	**440,137**	**432,500**	**437,500**	**435,500**

TEXARKANA WATER UTILITIES

Wagner Creek Capital Improvement Fund

		Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE		**259,938**	**194,476**	**417,624**	**299,941**
REVENUES					
Transfer from Revenue Fund		100,000	0	0	0
Contributions From Wake Village		73,887	73,887	73,887	73,887
Contributions from Nash		73,887	73,887	73,887	73,887
Plans/Specs		0	0	0	0
Interest Income		4,709	4,804	4,426	4,215
TOTAL REVENUE		**252,483**	**152,578**	**152,200**	**151,989**
TOTAL FUNDS AVAILABLE		**512,422**	**347,054**	**569,823**	**451,930**
EXPENDITURES					
Original Upgrade:					
Engin.-Inspect/Non-Design Costs-Original					
Construction-Original Upgrade					
Additional Cost to Expand to 4MGD w/6 MGD Peak:					
WC Engineering Fee	T122070	90,600	184,500	199,318	259,217
#3 Influent Pump VFD	T122071	4,198			
Emergency Repair-E.Tank Inlet/Barscreen	T122074			39,035	
Pump/Motor/VFD Repair	T122170		15,000		
Chlorinator Repair	T122171		12,000		
Replace 17 year old 1/2T Plant Pickup	T122172		25,000	24,166	
Emergency Repair-Chlorine Contact Basin \	T122174		0	7,364	
TOTAL EXPENDITURES		**94,798**	**236,500**	**269,883**	**259,217**
ENDING BALANCE		**417,624**	**110,554**	**299,941**	**192,713**

TEXARKANA WATER UTILITIES

LTWSC Capital Improvement Fund

		Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE		**539,603**	**67,164**	**260,183**	**609,743**
REVENUE					
Member Cities		56,932	82,358	82,358	60,801
Transfers from Arkansas		168,478	244,250	244,250	189,419
Transfers from Texas		289,590	418,392	418,392	299,781
Interest Income		14,002	7,750	2,851	2,784
CD Maturity Funds		331,732	0	0	0
Miscellaneous		1,442	600	2,814	950
TOTAL REVENUE		**862,176**	**753,350**	**750,665**	**553,735**
TOTAL FUNDS AVAILABLE		**1,401,779**	**820,514**	**1,010,848**	**1,163,478**
EXPENDITURES					
TCEQ Item: Basin Lining (1 Basin)	L121711	270,817			
TCEQ Item: Basin Gates and Weirs (Flow Distr.)	L121805	26,018			
High Service #5 Pump Bowl	L121807	6,475			
Settled Water Mixing Chamber	L121817	19,515			
Rate of Flow Venturies for 4 Filter Effluent Lines	L121901	10,147			
Pump and Motor Rebuild	L121907	44,947			
PC & Ipad Replacements	L122002	2,673			
Low Service Power Upgrade	L122006	490,334			
New Boston Transfer Switch	L122007	7,980			
SCADA Upgrades-All Sites	L122010	14,990		37,685	
Replace Ferris Mower	L122011	9,215			
Replace 1/2 Ton Truck	L122013	46,916			
Gate Opener for Back Gate	L122017	3,525			
Low Service Power Upgrade	L122018	30,042			
300K Gallon Standpipe Painting-Avery	L122019	77,992			
AC/ Insulation at Low Service	L122020	43,663			
Plant Drainage Ditch Clearing	L122021	26,766			
Portable Tank Mixer	L122022	9,580			
Line Settling Basin #2	L122101		270,000	47,407	270,000
MCC Control Panel Replacement (incl engineering)	L122102		420,000	19,000	200,000
SCADA Upgrade-Patman	L122103		50,000	27,240	70,000
Influent Valve & Actuator	L122104		35,000		90,000
#4 Low Svc. Pump/Motor	L122105			41,620	
NB Rd Metering	L122106			37,473	
Repl. 1/2T Pickup	L122107			24,166	
Filter Turbidimeters	L122108			18,940	
Fiber Storage Shed	L122109			28,500	
#4 Low Svc. Valve/Actuator Repl	L122110			35,005	
NB/MC Communication	L122111			24,069	
Security Cameras	L122112			10,000	
Raw Water Line Air Release Valves	L122113			50,000	
WP WTP Parking Lot/Rd Repair					100,000
NB Booster Station VFD					71,000
Install Vents-3.0 MG Clearwells					50,000
Repair outside of GST's-NB, Hooks, Dekalb					50,000
Chlorine CL17 Analyzer/Controllers					10,000
TOTAL EXPENDITURES		**1,141,596**	**775,000**	**401,105**	**911,000**

TEXARKANA WATER UTILITIES

LTWSC Capital Improvement Fund

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
ENDING BALANCE	260,183	45,514	609,743	252,478

TEXARKANA WATER UTILITIES

South Regional WWTP Depreciation Fund

		Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE		**120,752**	**51,356**	**140,745**	**96,996**
REVENUE					
Transfer from Revenues		240,000	250,000	250,000	275,000
Interest Income		2,137	2,380	1,999	2,172
TOTAL REVENUE		**242,137**	**252,380**	**251,999**	**277,172**
TOTAL FUNDS AVAILABLE		**362,890**	**303,736**	**392,745**	**374,168**
EXPENDITURES					
Plant Wireless SCADA	A/T131862	6,139			
Replace 700 Methane Controller/Sensors	A/T132056	0		5,337	
Pumps/Motors/VFD Replacements- 2020	A/T132057	41,510			
Grit Basin 401, 402 Repair	A/T132059	10,430		2,353	
Barscreen 222 Rebuild	A/T132060	17,828			
Roof Repairs, 400, 700, 1500, 1800 Bldgs	A/T132061	0			
Plant Wireless SCADA	A/T132062	3,470			
Boiler Rebuilds	A/T132063	31,575			
Replace Generator Main Breaker	A/T132064	9,445			
Digester Repairs	A/T132065	11,145			
Fuel Station Repairs	A/T 132066	9,018			
Repair 200PS Generator Auto Transfer Switch	A/T 132067	12,650			
Repair Primary Clarifier #503 Drive	A/T 132068	68,935			
Pump/Motor/VFD Replacement- 2021	A/T 132150		50,000	50,381	
Chiller Replacement	A/T 132157		85,000	83,560	
Barscreen Rebuild	A/T 132158		50,000	0	
Chlorine SO2 Rebuild	A/T 132159		50,000	47,900	
Wireless SCADA	A/T 132161		30,000	1,678	
WIMS Software Replacement	A/T 132160		0	12,980	
Rotork Actuator/Valves Replacement	A/T 132162		0	19,560	
Influent Pump Rebuild	A/T 132163		0	37,000	
RAS Pump Repair	A/T 132164			35,000	
Pump/Motor/VFD Replacement- 2022					50,000
Grit Basin 401 Rebuild					40,000
SR Plant Wireless SCADA					30,000
Roof Repairs 500 Building					12,000
Non-Pot Pump Rebuild 1000PS					25,000
In-Plant Waste Pump Rebuild					15,000
1400 Digester Pump Replacement					10,000
800 FC Gate Replacement					10,000
Influent Pump Rebuilds					50,000
Boiler Rebuilds					50,000
TOTAL EXPENDITURES		**222,145**	**265,000**	**295,748**	**292,000**
ENDING BALANCE		**140,745**	**38,736**	**96,996**	**82,168**
Transfers from Revenue:					
Arkansas Percentage		36.78%	36.86%	36.86%	38.72%
Arkansas Share		106,513	92,150	92,150	106,480
Additional Contribution-Arkansas		0	0	0	0
Arkansas Total		**106,513**	**92,150**	**92,150**	**106,480**
Texas Share		133,487	157,850	157,850	168,520
Additional Contribution-Texas		0	0	0	0
Texas Total		**133,487**	**157,850**	**157,850**	**168,520**
Total Contributions		**240,000**	**250,000**	**250,000**	**275,000**

TEXARKANA WATER UTILITIES

South Regional WWTP Depreciation Fund- Ten Year Plan

EXPENDITURES	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 26-28	FY 28-29	FY 29-30	FY 30-31
700 methane controller and sensors replaced										
Replace Generator Main Breaker										
Pump/Motor/VFD Replacements	50,000	50,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
Belt Press Refurbish	60,000			30,000	30,000	30,000				
Engine Generator 1532 Rebuild										
SO2 Evaporator Replacement										
Centrifuge Rebuilds			50,000			50,000		50,000	50,000	50,000
Engine Generator 1112 Rebuild							30,000			
Barscreen 221 Rebuild								50,000	50,000	50,000
Grit Basin 401 Repair		40,000						40,000	40,000	40,000
Chlorine - SO2 Upgrade							30,000			
Painting Exposed Metals			20,000					30,000	30,000	30,000
Barscreen 222 Rebuild							50,000			
Blower Rebuilds				40,000	40,000	40,000				
Roof Repairs, 400, 700, 1500, 1800 bldgs.										
Grit Basin 402 Repair							40,000			
South Regional Plant Wireless SCADA	30,000	30,000								
Roof Repairs, 1100, 400, 1000 Bldgs.										
PLC Replacement				50,000			50,000			
Digester Cleaning x 4	50,000		50,000							
Equalization Basin Cleaning	25,000									
Roof Repair 500 Bldg.	12,000	12,000								
Non-Pot Pump Rebuild 1000 PS	25,000	25,000								
In-Plant Waste Pump Rebuild	15,000	15,000	15,000							
1400 Digester Pump Replacement	10,000	10,000	10,000							
800 FC Gate Replacement	10,000	10,000								
Influent Pump Rebuilds Contribution	50,000	50,000	50,000							
Boiler Rebuilds	50,000	50,000				35,000		35,000	35,000	35,000
400 Grit Pump Rebuilds			20,000	20,000	20,000					
500 Sludge Pumps Rebuild			10,000	10,000	10,000	10,000				
TOTALS	**387,000**	**292,000**	**375,000**	**300,000**	**250,000**	**315,000**	**350,000**	**355,000**	**355,000**	**355,000**

Plan Total **3,334,000**
Average Annual Requirement **333,400**

TEXARKANA WATER UTILITIES

Composting Fund

		Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE		**427,645**	**378,491**	**451,671**	**400,303**
REVENUE					
Transfer from Revenue Fund		100,000	0	0	100,000
Proceeeds from Asset Disposal		251,020			
Interest Income		5,174	6,300	4,775	5,285
TOTAL REVENUE		**356,194**	**6,300**	**4,775**	**105,285**
TOTAL FUNDS AVAILABLE		**783,838**	**384,791**	**456,446**	**505,588**
EXPENDITURES					
Equipment Wear Parts	A/T141906	7,536			
Equipment Shed Roof Repair	A/T 142001	3,965			
Ton Tote Hopper/Bagger	A/T 142002	0			
Compost Operations Building	A/T 142003	0	50,000	17,139	
Dump Truck Repairs 580	A/T 142004	13,700	0		
Tub Grinder Fire-TML Reimb	A/T 142005	270,593			
Equipment Wear Parts 2021	A/T 142006	13,748	45,000		
Compost Dozer Repair	A/T 142007	16,487	15,000		
Compost Security Cameras	A/T 142008	6,137		168	
Compost Operations Building	A/T 142101				
Concrete Pad Repairs	A/T 142102			13,122	
Equipment Wear Parts	A/T 142103			25,714	
Compost Operations Building					75,000
Concrete Pad Repairs					15,000
Equipment Wear Parts 2022					21,800
Hammer Mill Complete					50,000
TOTAL EXPENDITURES		**332,167**	**110,000**	**56,143**	**161,800**
ENDING BALANCE		**451,671**	**274,791**	**400,303**	**343,788**
Transfers from Revenues:					
Arkansas Percentage		36.78%	36.86%	36.86%	38.72%
Arkansas Share		36,780	0	0	38,720
Texas Share		63,220	0	0	61,280
Total		**100,000**	**0**	**0**	**100,000**
Ending Balances:					
Arkansas		62,008	91,097	137,299	115,416
Texas		389,663	183,694	263,004	228,372
Total		**451,671**	**274,791**	**400,303**	**343,788**

TEXARKANA WATER UTILITIES

Equipment Acquisition Fund

	Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE	**556,385**	**319,243**	**410,634**	**298,928**
REVENUE				
Transfer from Revenue Fund	450,000	450,000	450,000	700,000
Interest Income	5,364	7,700	5,683	6,145
TOTAL REVENUE	**455,364**	**457,700**	**455,683**	**706,145**
TOTAL FUNDS AVAILABLE	**1,011,749**	**776,943**	**866,317**	**1,005,073**
EXPENDITURES				
FY 2020	601,115			
FY 2021		763,823	567,389	
FY 2022				764,525
TOTAL EXPENDITURES	**601,115**	**763,823**	**567,389**	**764,525**
ENDING BALANCE	**410,634**	**13,120**	**298,928**	**240,548**
Transfers from Revenue:				
Arkansas Percentage	36.78%	36.86%	36.86%	38.72%
Arkansas Share	165,510	92,150	165,870	271,040
Texas Share	284,490	357,850	284,130	428,960
Total	**450,000**	**450,000**	**450,000**	**700,000**
Ending Balances:				
Arkansas	188,900	3,203	147,725	125,120
Texas	221,734	9,917	151,203	115,428
Total	**410,634**	**13,120**	**298,928**	**240,548**

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TEXARKANA WATER UTILITIES
EQUIPMENT CAPITAL ITEMS
FY 2020 ACTUAL

Division	Item	Project #	Qty	2020 Budgeted Amount	Amount Expensed	Remaining Fund Balance
Various	Furniture and Equipment Replacements- 2020	552001		5,000	(2,994)	2,006
	Total Various			**5,000**	**(2,994)**	**2,006**
310	Desk Replacements	552002	2	2,075	0	**2,075**
	Customer Lobby Flooring	552003		4,200	**(4,583)**	**(383)**
	Total 310			**6,275**	**(4,583)**	**1,692**
612	Mini Track Hoe	55200X	1	46,000	0	46,000
	Replace F450 Diesel Crew Truck	552004	1	45,000	0	45,000
	Track Hoe Trailer	552005	1	10,000	(31,550)	(21,550)
	Power Pack	552006	1	10,000	0	10,000
	Hydraulic Concrete Breaker	552007	1	12,000	0	12,000
	Hand Held Tapping Machine	552008	1	3,200	0	3,200
	Total 612			**126,200**	**(31,550)**	**94,650**
620	Schonstedt Locators	552009	2	2,000	0	2,000
	3" Hydraulic Pumps	552010	3	7,800	(8,021)	(221)
	Total 620			**9,800**	**(8,021)**	**1,779**
630	Comb. Vac/Jet Truck Repl.-Reserves	552012	1	384,000	(376,315)	7,685
	Work Zone Traffic Control Devices	552013	1	23,000	(12,138)	10,862
	Total 630			**407,000**	**(388,453)**	**18,547**
640	Garage Doors/Vac Truck Building	552014	4	8,000	0	8,000
	Shop Lighting	552015	1	2,000	0	2,000
	Total 640			**10,000**	**0**	**10,000**
710	Shredder	552016	1	3,300	0	3,300
	Flow Gauge	552017	2	2,500	0	2,500
	Total 710			**5,800**	**0**	**5,800**
720	Sewer Push Camera/Lights	552018	0	24,000	0	24,000
	Rain Logging Gauges	552019	6	11,100	0	11,100
	Soldering Station	552020	1	600	0	600
	Total 720			**35,700**	**0**	**35,700**
740	Shared 740/230 SUV	552021	1	40,000	**(32,293)**	7,707
	Shared 740/230 -808 Olive Roof Repl.-Reserves	552022	1	61,200	**(46,557)**	14,643
	Total 740			**101,200**	**(78,850)**	**22,350**
750	Repl. Lab Sampler/Dishwasher/Ice Machine	552023		9,850	(3,890)	5,960
	Magnetic Locator	552024	1	850	(582)	268
	Repl. Enviro Svcs. Bldg-Fire Loss-Reserves	552025		186,448	(75,283)	111,165
	Repl. Enviro Svcs. Contents-Fire Loss-Reserves	552026		22,673	(6,908)	15,765
	Total 750			**219,821**	**(86,663)**	**133,158**

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TEXARKANA WATER UTILITIES
EQUIPMENT CAPITAL ITEMS
FY 2020 ACTUAL

Division	Item	Project #	Qty	2020 Budgeted Amount	Amount Expensed	Remaining Fund Balance
Grand Totals				**926,796**	**(601,115)**	**325,681**
		61% AR		0	0	0
		100% AR		0	0	0
		100% TX		0	0	0
		Split		926,796	(601,115)	325,681
		Total		**926,796**	**(601,115)**	**325,681**
		AR		340,876	(221,090)	119,785
		TX		585,920	(380,025)	205,896
		Total FY20 Expenditures		**926,796**	**(601,115)**	**325,681**
	Contributions to Reserves-Future Expenditures					
		AR		134,298		134,298
		TX		280,840		280,840
		Total FY20 Reserves Contributions		**415,138**	**0**	**415,138**
	Release of Reserves for Expenditures					
		AR		(241,857)		(241,857)
		TX		(412,464)		(412,464)
		Total FY20 Reserves Released		**(654,321)**	**0**	**(654,321)**
	Available Ending Balance					
		AR				190,368
		TX				220,266
		Total Available Balance				**410,634**
		Total Required Reserves @ 9/30/20				**57,560**
		Available Balances Excess/(Shortage) over Required Reserves				**353,074**

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TEXARKANA WATER UTILITIES
EQUIPMENT CAPITAL ITEMS
FY 2021

Division	Item	Fund	Project #		Qty	2021 Budgeted Amount	Changes	Revised Amount
Various	Furniture and Equipment Replacements- 2021		552101			5,000		5,000
	Total Various					**5,000**	**0**	**5,000**
230	Fiber Optic Splicing Trailer			T		26,500		26,500
	Bucket Truck Replacement-*(Released from Reserves)*			T		100,000		100,000
	Total 230					**126,500**	**0**	**126,500**
330	Replace 1/2T Pickup				1	25,000		25,000
	Total 330					**25,000**	**0**	**25,000**
530	Replace 1/2T Pickup				1	25,000		25,000
	Travel SUV (Replaces 1 Fleet Truck)				1	35,000		35,000
	35 HP 60" Mower				1	9,000		9,000
	Refrigerated Samplers				2	14,000		14,000
	Total 530					**83,000**	**0**	**83,000**
612	Mini Trachoe				1	46,000		46,000
	Track-hoe Trailer				1	10,000		10,000
	Power Pack/pump/hose reels/hoses				1	10,000		10,000
	Hydraulic Concrete Breaker				1	12,000		12,000
	Hand held Tapping Machine				1	3,200		3,200
	Hydro Seeder				1	15,000		15,000
	Crew Truck (Repl ordered in FY20 Since engine blew)				1	45,000	(45,000)	0
	Total 612					**141,200**	**(45,000)**	**96,200**
620	Schonstedt Locator				2	2,000		2,000
	Mini Track-Hoe				1	46,000		46,000
	"6 Pump				1	60,000		60,000
	Hydraulic Power pack				1	10,000		10,000
	Crew truck				1	45,000		45,000
	Total 620					**163,000**	**0**	**163,000**
630	Backhoe				1	105,000		105,000
	Subside locators				2	10,000		10,000
	Total 630					**115,000**	**0**	**115,000**
640	Garage doors on Vac-truck building					10,000		10,000
	Total 640					**10,000**	**0**	**10,000**
710	Shredder				1	3,300		3,300
	FH Flow Gauge				2	1,250		1,250
	Defibrillator				1	1,500		1,500
	Hach Pocket Colorimeter II				1	700		700
	Total 710					**6,750**	**0**	**6,750**
720	Sewer Push Camera				1	20,000		20,000
	Auxillary Lights for CCTV Camera				1	4,000		4,000
	Logging Rain Gauges				6	11,100		11,100
	Professional Soldering Station				1	600		600
	Total 720					**35,700**	**0**	**35,700**
750	Replace Envir Svcs Bldg Destroyed in Fire		552025			75,000		75,000
	Replace Envir Svcs Bldg Contents Destroyed in Fire					22,673		22,673
	Total 750					**97,673**	**0**	**97,673**
	Grand Totals					808,823	(45,000)	763,823

TEXARKANA WATER UTILITIES
EQUIPMENT CAPITAL ITEMS
FY 2021

Division	Item	Fund Project #	Qty	2021 Budgeted Amount	Changes	Revised Amount
	61% AR			0	0	0
	100% AR			0	0	0
	100% TX			126,500	0	126,500
	Split			682,323	(45,000)	637,323
	Total			**808,823**	**(45,000)**	**763,823**
	AR			250,958	(16,587)	234,407
	TX			557,865	(28,413)	529,416
	Total FY 2021 Expenditures			**808,823**	**(45,000)**	**763,823**
	Contributions to Reserves for Identified Future Expenditures Needed					
	AR			0	0	0
	TX			0	0	0
	Total FY 2021 Reserve Contributions			**0**	**0**	**0**
	Release of Reserves for FY 2021 Expenditures					
	AR			0	0	0
	TX			(100,000)	0	(100,000)
	Total FY 2021 Reserves Released			**(100,000)**	**0**	**(100,000)**
	Available Ending Balance					
	AR					3,203
	TX					9,917
	Total Available Balance					**13,120**
	Total Required Reserves at 9/30/21					**7,560**
	Available Balance Excess/(Shortage) over Required Reserves					**5,560**

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TEXARKANA WATER UTILITIES
EQUIPMENT CAPITAL ITEMS
FY 2021 REVISED

Division	Item	Project #	Qty	2021 Budgeted Amount	Amount Expensed		Remaining Fund Balance
Various	Furniture and Equipment Replacements- 2021	552101		5,000	(5,605)		(605)
	Total Various			**5,000**	**(5,605)**		**(605)**
230	Fiber Optic Splicing Trailer	552102	1	26,500	(26,350)		150
	Bucket Truck Replacement-From Reserves	552103	1	100,000	0		100,000
	Total 230			**126,500**	**(26,350)**	**0**	**100,150**
330	Replace 1/2 Ton Pickup	552104	1	25,000	(24,516)		484
	Total 330			**25,000**	**(24,516)**		**484**
530	Replace 1/2 Ton Pickup	552105	1	25,000	(24,516)		484
	Travel SUV (Repl. 1 Fleet Truck)	552106	1	35,000	(31,608)		3,392
	35HP 60" Mower	552107	1	9,000	(9,382)		(382)
	Refrigerated Samplers	552108	2	14,000	(14,000)		0
	Total 530			**83,000**	**(79,506)**		**3,494**
612	Mini Trackhoe	552109	1	46,000	(48,723)		(2,723)
	Replace F450 Diesel Crew Truck	552004	1	45,000	(44,022)		978
	Track Hoe Trailer	552110	1	10,000	(8,681)		1,319
	Power Pack/pump/hose reels/hoses	552111	1	10,000	(9,041)		960
	Hydraulic Concrete Breaker	552112	1	12,000	0		12,000
	Handheld Tapping Machine	552113	2	3,200	(3,249)		(49)
	Hydro Seeder	552114	1	15,000	(15,389)		(389)
	Total 612			**141,200**	**(129,104)**		**12,096**
620	Schonstedt Locators	552009	2	2,000	(3,722)		(1,722)
	Schonstedt Locator	552115	2	2,000	(2,475)		(475)
	Mini Trackhoe	552116	1	46,000	(48,723)		(2,723)
	6" Pump	552117	1	60,000	(36,791)		23,209
	Hydraulic Power Pack	552118	1	10,000	0		10,000
	Crew Truck	552120	1	45,000	(41,666)		3,334
	Total 620			**165,000**	**(133,377)**	**0**	**31,623**
630							
	Backhoe	552124	1	105,000	(92,369)		12,631
	Subside Locators	552122	2	10,000	(10,837)		(837)
	Total 630			**115,000**	**(103,206)**		**11,794**
640							
	Garage Doors/Vac Truck Building	552123	1	10,000	(8,000)		2,000
	Total 640			**10,000**	**(8,000)**		**2,000**
710							
	Shredder	552119	1	3,300	(3,200)		100
	FH Flow Gauge	552125	2	1,250	(1,250)		0
	Defibrillator	552121	1	1,500	(1,285)		215
	Hack Pocket Colorimeter II	552126	1	700	(700)		0
	Total 710			**6,750**	**(6,435)**		**315**

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TEXARKANA WATER UTILITIES
EQUIPMENT CAPITAL ITEMS
FY 2021 REVISED

Division	Item	Project #	Qty	2021 Budgeted Amount	Amount Expensed	Remaining Fund Balance
720						
	Sewer Push Camera/Lights	552127	1	20,000	0	20,000
	Aux. Light for CCTV Camera	552128	1	4,000	0	4,000
	Rain Logging Gauges	552129	6	11,100	0	11,100
	Soldering Station	552130	1	600	0	600
	Total 720			**35,700**	**0**	**35,700**
740						
	Repl. Enviro Svcs. Bldg-Fire Loss-Reserves	552025		75,000	(51,290)	23,710
	Repl. Enviro Svcs. Contents-Fire Loss-Reserves	552026		22,673	0	22,673
	Total 750			**97,673**	**(51,290)**	**46,383**
	Grand Totals			**810,823**	**(567,389)** 0	**243,434**
		61% AR		0	0	0
		100% AR		0	0	0
		100% TX		126,500	0	126,500
		Split		684,323	(567,389)	116,934
		Total		**810,823**	**(567,389)**	243,434
		AR		252,241	(209,140)	43,102
		TX		558,582	(358,249)	200,332
		Total FY21 Expenditures		**810,823**	**(567,389)**	**243,434**
	Contributions to Reserves-Future Expenditures					
		AR		0		0
		TX		50,000		50,000
	Total FY21 Reserves Contributions			50,000		50,000
	Release of Reserves for Expenditures					
		AR		0		
		TX		(100,000)		(100,000)
	Total FY21 Reserves Released			(100,000)		(100,000)
	Total Required Reserves @ 9/30/21					**107,560**
	Available Balances Excess/(Shortage) over Required Reserves					**298,928**

TEXARKANA WATER UTILITIES
EQUIPMENT CAPITAL ITEMS
Proposed FY 2022

Division	Item	Qty	2022 Budgeted Amount
Various	Furniture and Equipment Replacements- 2022		5,000
	Total Various		**5,000**
110	Repl. Hallway Flooring with LVP		8,000
	Total 110		**8,000**
530	Pull Behind Pressure Sprayer	1	10,000
	Isco Auto Sampler	1	9,000
	Office Furniture Repl.	1	5,000
	Total 530		**24,000**
612	Dump Truck	1	100,000
	Crew Truck	1	50,000
	Total 612		**150,000**
620	Crew Truck	1	50,000
	4x4 1/2T Pickup	1	40,000
	2" Boring Missile	1	4,500
	3" Boring Missile	1	6,500
	Total 620		**101,000**
630	Jet Truck	1	450,000
	20' Trailer	1	10,000
	Total 630		**460,000**
750	Refrigerated Sampler	1	7,900
	Full Size Sampler	2	8,625
	Total 750		**16,525**
	Grand Totals		**764,525**

61% AR	0
100% AR	0
100% TX	0
Split	764,525
Total	**764,525**

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TEXARKANA WATER UTILITIES
EQUIPMENT CAPITAL ITEMS
Proposed FY 2022

Division	Item		Qty	2022 Budgeted Amount
		AR		296,024
		TX		468,501
		Total		**764,525**

TEXARKANA WATER UTILITIES

Equipment Acquisition Fund

Accumulated Reserves Detail

FY 2022

Division	Budgeted Expenditure	FY19	FY20	FY21	FY22	FY22 Released Reserves	Accum. Reserve Balance	Future Contrib. Needed
230/740	8085 Olive HVAC Systems	0	0	0	0	0	7,560	0
230	808 Olive Roof Repl.	20,400	20,400	0	0	0	0	0
620	Dump Truck Replacement	40,000	0	0	0	0	0	0
630	Rubber Tracked Excavator/Trailer Repl.	48,250	0	0	0	0	0	0
630	Combination Vac/Jet Truck Repl.	128,000	256,000	0	0	0	0	0
230	Bucket Truck Replacement	0	50,000	50,000	0	(100,000)	100,000	0
740	Rebuild Fire Destroyed Enviro Svcs. Bldg.	97,710	88,738	0	0	0	0	0
740	Replace Enviro Svcs. Bldg. Contents	22,673	0	0	0	0	0	0
	TOTALS	**357,033**	**415,138**	**50,000**	**0**	**(100,000)**	**107,560**	**0**

TEXARKANA WATER UTILITIES
Technology Fund

		Actual FY 2020	Proposed FY 2021	Revised FY 2021	Proposed FY 2022
BEGINNING BALANCE		**391,660**	**566,275**	**481,283**	**402,996**
REVENUE					
Transfer from Revenue Fund	See Below	700,000	570,000	570,000	650,000
Other Transfers		3,540	0	0	0
Reimbursement- Miller County		22,381	22,381	22,381	22,381
Reimbursement- TASD		0	0	0	0
Reimbursement- TISD		0	0	0	0
Reimbursement- Bowie County		57,904	57,205	57,205	57,205
Hosted Services			14,823		
Interest	62-911-611129	6,332	8,075	5,057	7,800
TOTAL REVENUE		**790,157**	**672,484**	**654,643**	**737,386**
TOTAL FUNDS AVAILABLE		**1,181,817**	**1,238,759**	**1,135,926**	**1,140,382**
EXPENDITURES					
FY 2020		700,534			
FY 2021			666,680	732,930	
FY 2022					738,267
TOTAL EXPENDITURES		**700,534**	**666,680**	**732,930**	**738,267**
ENDING BALANCE		**481,283**	**572,079**	**402,996**	**402,115**
Transfers from Revenue:					
Arkansas Percentage		36.78%	36.86%	36.86%	38.72%
Arkansas Share	61-994-941229	207,460	210,102	210,102	251,680
Texas Share	62-994-941229	492,540	359,898	359,898	398,320
Total		**700,000**	**570,000**	**570,000**	**650,000**
Ending Balances:					
Arkansas		39,525	155,382	29,514	20,738
Arkansas Reserved		37,939	37,939	37,939	37,939
Texas		403,819	378,758	335,543	343,438
Total		**481,283**	**572,079**	**402,996**	**402,115**

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TEXARKANA WATER UTILITIES
TECHNOLOGY CAPITAL ITEMS
FY 2020 ACTUAL

Division	Item		Fund Project #	Qty	2020 Budgeted Amount	Changes	Revised Expenditure Amount
Various	Computer/Technology Replacements- 2021		532001		5,000	0	5,000
	Total Various				**5,000**	**0**	**5,000**
							0
110	Create Utility Website Year 1		532003		21,000	(14,252)	6,748
	Surface Book 2				2,100	**0**	2,100
	Total 110				**23,100**	**(14,252)**	**8,848**
						0	
210	Document Scanners		532002	2	1,850	847	2,697
	Div 210/310 Scanners		532004	2	0	2,697	2,697
	Cordless VOIP Phone		532005	1	1,500	(1,036)	464
	All In One Printer/Copier/Scanner		532006	1	3,000	0	3,000
	Laserfiche Forms Professional Services		532007		3,600	0	3,600
	Total 210				**9,950**	**2,508**	**12,458**
230	**Maintenance Items**						
	Release from Reserves-Cisco Infrastr Repl-Year 5 of 5 Year Repl		532008		162,500	(156,200)	6,300
	Rev Released from Reserves-Cisco Infrastr Repl-Year 5 of 5				0	32,500	32,500
	PC Replacements for TWU		532009		40,900	(8,766)	32,134
	Security Training/Email Phishing Tests Year 2		532010		15,500	(5)	15,495
	MDM Solution for TWU mobile devices		532011		2,790	0	2,790
	TWU Anti Virus Licenses Carbon Black		532012		19,950	(12,491)	7,459
	Nutanix Warranty Extension/Renewal (for server cluster)		532013		27,000	(2,550)	24,450
	CityWorks Annual Maintenance		532014		38,000	(3,300)	34,700
	Release from Reserves-Microsoft EA Renewal Year 2-3		532027			53,037	53,037
	Subtotal				**306,640**	**(97,775)**	**208,865**
230	**Carryover Items**						
	PRTG Monitoring System		532015	1	14,700	0	14,700
	Tablets w/Truck Mounts/Netmotion Licenses		532016	1	7,720	(4,207)	3,513
	Laptops w/Truck Mounts/Netmotion Licenses		532017	1	7,008	0	7,008
	Fleet Deployment of CityWorks (Devices/Licenses)		532018	1	12,000	0	12,000
	Subtotal				**41,428**	**(4,207)**	**37,221**
230	**New Projects**						
	VDI Server (Virtual Desktop Infrastructure) revised		532019	1	26,000	0	26,000
	Cameras and Licenses for Inventory (replacement)		532020	1	4,000	(2,778)	1,222
	Battery Backup/PDU's/Electrical Phase 3 of 3		532021	1	15,400	0	15,400
	808 Olive Building Technology Upgrades		532022	5	8,000	(168)	7,832
	HDD/SDD Disposal Equipment		532023	1	6,000	(331)	5,669
	Fiber Optic OTDR and Generator	T	532024	3	23,000	(14,988)	8,012
	SIEM Data Management Server		532025	1	21,000	0	21,000
	External Security Firewall Replacement		532026	1	25,000	(1,566)	23,434
	Subtotal				**128,400**	**(19,831)**	**108,569**
	Total 230				**476,468**	**(121,813)**	**354,655**
							0
310	Scanner		532004	1	925	1,772	2,697
	Cashier Check Scanners		532028	1	800	(34)	766
	Total 310				**1,725**	**1,738**	**3,463**
330	Laserfiche Forms Professional Services		532029	1	2,400	0	2,400
	Total 330				**2,400**	**0**	**2,400**
530	Ipads for Lift Station Data Collection		532030	2	1,600	0	1,600
	Total 530				**1,600**	**0**	**1,600**
620	Multi Function Copier/Printer		532031	1	3,000	0	3,000
	Total 620				**3,000**	**0**	**3,000**

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TEXARKANA WATER UTILITIES
TECHNOLOGY CAPITAL ITEMS
FY 2020 ACTUAL

Division	Item		Fund Project #	Qty	2020 Budgeted Amount	Changes	Revised Expenditure Amount
640	New Fuel System Software/Hardware for Fleet-Phase I		532032		35,000	0	35,000
	Insite HD Communication Kit for Vac/Dump Haul Trucks		532033		5,000	0	5,000
	Total 640				**40,000**	**0**	**40,000**
710	Surface Book 2		532034	1	2,100	0	2,100
	Engineering Flat File Digitization-Phase 1		532035		56,000	(55,832)	168
	Trimble GEO Handheld GPS Unit		532052			5,716	5,716
	Total 710				**58,100**	**(50,116)**	**7,984**
720	IT Pipes Web/IT Pipes Mobile		532036		22,750	0	22,750
	Total 720				**22,750**		**22,750**
740	Bowie County 2020 Aerial Photography (100% Reimbursed by Bowie County)	T	532037	1	61,017	(1,599)	59,418
	Miller County 2020 Aerial Photography (50% Reimbursed by Miller County)	A	532038	1	39,448	103	39,551
	GIS Infrastructure upgrades/sservices (NewEdge)		532039		11,700	(585)	11,115
	BCAD Computer Replacements	T	532040		2,100	404	2,504
	TV/Mini computer for GIS Lobby		532041		1,300	0	1,300
	GIS Technician Phone/Ipad		532042		1,100	(88)	1,012
	TNRIS-Aerial Photography Gap data		532043		6,000	0	6,000
	Garmin Virb XE camera		532044		350	0	350
	ArcPro migration services and training (ArcMap desktop replacement		532045		8,000	0	8,000
	GIS Application upgrades for online portal (GeoJobe & Pictometry)		532046		5,500	(2,000)	3,500
	City Works Phase 2		532047		35,000	(16,700)	18,300
	Backup Server for GIS data/VMs		532048		18,000	(2,476)	15,524
	Total 740				**189,515**	**(22,941)**	**166,574**
750	Technology Equipment Replacements from Fire		532049		36,000	0	36,000
	Ipad Pro for Manager		532050		850	2,532	3,382
	Bad Elf GNSS Surveyor		532051		3,000	(1,340)	1,660
	Water GEMS w/Sewer GEMS Upgrade		532053		0	30,760	30,760
	Total 750				**39,850**	**31,952**	**71,802**
	Grand Total				**873,458**	**(172,924)**	**700,534**

100% AR	39,448	103	39,551
100% TX	86,117	(16,183)	69,934
Split	747,893	(156,844)	591,049
Total	**873,458**	**(172,924)**	**700,534**
AR	318,038	(57,584)	260,454
TX	555,420	(115,340)	440,080
Total	**873,458**	**(172,924)**	**700,534**

Total Required Reserves @ 9/30/20	**221,450**
Available Balances Excess/(Shortage) over Required Reserves	**259,833**

TEXARKANA WATER UTILITIES
TECHNOLOGY CAPITAL ITEMS
FY 2021

Division	Item	Project	Fund	Qty	2021 Budgeted Amount
Various	Computer/Technology Replacements- 2021	532101			5,000
	Total Various				**5,000**
110	Finish Utility Website- Year 1				13,144
	Total 110				**13,144**
230	**Maintenance Items**				
	Microsoft EA Renewal (Year 3 of 3 renewal)				55,250
	Cisco Infrastructure Replacement				9,000
	PC / UPS / Monitor Replacements for TWU				30,500
	Security Training / Email phishing tests TX/TWU				11,150
	TWU Anti-virus Licenses (Carbon Black)				23,681
	Cityworks Annual Maintenance				51,000
	Subtotal				**180,581**
230	**Carryover Items**				
	SIEM Data management server				21,000
	Battery Backup/PDU's/Electrical (Phase 3 of 3)				15,400
	VDI Server (Virtual Desktop Infrastructure) revised				26,000
	PRTG Monitoriing System				14,700
	Laptops/w Truck Mounts/Netmotion Licenses				7,008
	Fleet Deployment of CityWorks (Devices/Licenses)				12,000
	ArcPro migration services and training (ArcMap desktop replacement)				8,000
	Subtotal				**104,108**
230	**New Projects**				
	808 Olive Building Technology Upgrades				8,000
	Water Tower Camera replacements				4,000
	IT Toolkits for Data centers / Fiber Optic crew				3,700
	TWU Offline Backup server				17,000
	Subtotal				**32,700**
	Total 230				**317,389**
310	Newedge Integration Services for CUSI with Cityworks				17,500
	Replace Billing Printer				750
	Replace Scanners				5,880
	Total 310				**24,130**
640	New Fuel system for fleet with software/hardware (Phase I)				35,000
	Total 640				**35,000**
710	Engineering Flat File Digitization-Phase II				10,000
	Upgrade InfoWater Suite to InfoWater Pro/Arc Pro				35,000
	Total 710				**45,000**
740	Bowie County 2019 Aerial Pictometry (100% Reimbursed by BCAD)		T		61,017
	Miller County 2019 Aerial Pictometry (Partially Reimb by MC Tax Assessor Of		A		40,000
	City Works (Phase III)				35,000
	NewEdge UniqueID Tool				5,000
	ArcGIS migration services and training				10,000
	TNRIS Aerial Photo GAP				6,000

TEXARKANA WATER UTILITIES
TECHNOLOGY CAPITAL ITEMS
FY 2021

Division	Item	Project	Fund	Qty	2021 Budgeted Amount
	Utility Network Readness Assessment - GISinc				25,000
	Cityworks eURL Module (Dashboard and Insights)				5,000
	GIS GeoNetwork Valve Isolation Tool - GISinc (For operations)				10,000
	Total 740				**197,017**
750	Aquatic Informatics (TOKAY Upgrade)				10,000
	Linko Software (Upgrade to add GT tracking to PT features)				20,000
	Total 750				**30,000**
	Grand Total				**666,680**

100% AR		40,000
100% TX		61,017
Split		565,663
Total		**666,680**
AR		248,503
TX		418,176
Total FY 2021 Expenditures	Total	**666,680**
Contributions to Reserves for Identified Future Expenditures Needed		
AR		101,365
TX		173,635
Total FY 2021 Reserve Contributions		**275,000**
Release of Reserves for FY 2021 Expenditures		
AR		0
TX		0
Total FY 2021 Reserves Released		**0**
Available Ending Balance		
AR		179,965
TX		392,114
Total Available Balance		**572,079**
Total Required Reserves at 9/30/21		**571,200**
Available Balance Excess/(Shortage) over Required Reserves		**879**

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TEXARKANA WATER UTILITIES
TECHNOLOGY CAPITAL ITEMS
FY 2021 REVISED

Division	Item	Fund Project #	Qty	2021 Budgeted Amount	Changes	Revised Expenditure Amount
Various	Computer/Technology Replacements- 2021	532101		5,000	(4,332)	668
	Total Various			**5,000**	**(4,332)**	**668**
110	Finish Utility Website- Year 1	532102	1	13,144	351	13,495
	Total 110			**13,144**	**351**	**13,495**
230	**Maintenance Items**					
	Microsoft EA Renewal (Year 3 of 3 renewal)	532103		55,250	(10,106)	45,144
	Cisco Infrastructure Replacement	532104		9,000	0	9,000
	PC/UPS/Monitor Replacements for TWU	532105		30,500		30,500
	Security Training/Email phishing tests TX/TWU	532106		11,150	(74)	11,076
	TWU Anti-virus Licenses (Carbon Black)	532107		23,681	(15,438)	8,243
	City Works Annual Maintenance	532108		51,000	(4,300)	46,700
	Subtotal			**180,581**	**(29,918)**	**150,663**
230	**Carryover Items**					
	SIEM Data Management Server	532109		21,000		21,000
	Battery Backup/PDU's/Electrical (Phase 3 of 3)	532110		15,400		15,400
	Virtual Desktop Infrastructure (VDI) revised	532111		26,000		26,000
	PRTG Monitoring System	532112		14,700	(5,090)	9,610
	Laptops w/Truck Mounts/Netmotion Licenses	532113		7,008		7,008
	Fleet Deployment of CityWorks (Devices/Licenses)	532114		12,000		12,000
	ArcPro Migration Services & Training	532115		8,000		8,000
	Subtotal			**104,108**	**(5,090)**	**99,018**
230	**New Projects**					
	808 Olive Building Technology Upgrades	532116		8,000		8,000
	Intrusion Protection	532111		0	19,406	19,406
	Water Tower Camera Replacements	532117	4	4,000	(2,369)	1,631
	IT Toolkits for Data Centers/Fiber Optic Crew	532118	2	3,700		3,700
	TWU Offline Backup Server	532119	1	17,000	(5,503)	11,497
	Subtotal			**32,700**	**11,534**	**44,234**
210	**Ransomware Associated New Projects:**					
230	CUSI Hosted Services-UB	532140			62,477	62,477
640	Div 230 Thycotic SS Licenses	532141			7,500	7,500
	Div 230 Laserfiche Rebuild	532142			20,520	20,520
	Div 230 Cyber Incident Legal/IT Experts	532143			32,355	32,355
	Div 230 Palo Alto Firewall License	532144			3,230	3,230
	Div 210 Repl Bassetts FA	532145			5,921	5,921
	Div 640 RTA Restore	532146			2,524	2,524
				0	**134,527**	**134,527**
	Subtotal					
	Total 230			**317,389**	**111,053**	**428,442**
310	Newedge Integration Services for CUSI w/CityWorks	532120		17,500		17,500
	Replace Billing Printer	532121	1	750	(86)	664
	Replace Scanners	532122	5	5,880	(1,280)	4,600
	Total 310			**24,130**	**(1,366)**	**22,764**
640	New Fuel System for Fleet w/Software/Hardware Ph. I	532123		35,000	(30,702)	4,298
	Total 640			**35,000**	**(30,702)**	**4,298**
710	Engineering Flat File Digitization-Phase II	532124		10,000	0	10,000
	Upgrade InfoWater Suite to InfoWater Pro/Arc Pro	532125		35,000	0	35,000

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TEXARKANA WATER UTILITIES
TECHNOLOGY CAPITAL ITEMS
FY 2021 REVISED

Division	Item		Fund Project #	Qty	2021 Budgeted Amount	Changes	Revised Expenditure Amount
	IT Pipes Web/IT Pipes Mobile		532036			2,500	2,500
	Total 710				**45,000**	**2,500**	**47,500**
740	Bowie County 2021 Aerial Pictometry (100% Reimbursed by BCAD)	T	532126	1	61,017	(1,600)	59,418
	Miller County 2021 Aerial Pictometry (Partially Reimb. by MC Tax Assessor Ofc)	A	532127	1	40,000	(655)	39,345
	City Works Phase III		532128		35,000	(23,108)	11,892
	NewEdge Unique ID Tool		532129		5,000	0	5,000
	ArcGIS migration services and training		532130		10,000		10,000
	TNRIS Aerial Photo GAP		532131		6,000		6,000
	Utility Network Readiness Assessment GISinc.		532132		25,000		25,000
	City Works eURL Module (Dashboad & Insights)		532133		5,000		5,000
	GIS GeoNetwork Valve Isolation Tool-GISinc (for Operations)		532134		10,000	1,892	11,892
	Total 740				**197,017**	**(23,471)**	**173,547**
750	Aquatic Informatics (TOKAY Upgrade)		532138		10,000	(1,285)	8,715
	Linko Software (upgrade to add GT tracking to PT features)		532139		20,000		20,000
	750 Tech Repl.-Fire		532049			13,502	13,502
	Total 750				**30,000**	**12,217**	**42,217**
	Grand Total				**666,680**	**66,250**	**732,930**
				100% AR	40,000	(655)	39,345
				100% TX	65,017	(1,600)	59,418
				Split	561,663	68,505	634,168
				Total	**666,680**	**66,250**	**732,930**
				AR	249,219	24,863	275,572
				TX	417,461	41,387	457,358
				Total	**666,680**	**66,250**	**732,930**

Total Required Reserves @ 9/30/21	**564,900**
Available Balances Excess/(Shortage) over Required Reserves	**(161,904)**

** The available balance shortage is for cyber attack related expenses incurred that were not budgeted, but needed to restore TWU to normal operations.

TEXARKANA WATER UTILITIES
TECHNOLOGY CAPITAL ITEMS
PROPOSED FY 2022

Division		Item	Fund	Qty	2022 Budgeted Amount
230		**Maintenance Items**			
		Microsoft EA Renewal		1	55,000
		Intrusion Detection Services-Some bill back portion)		1	15,000
		CityWorks Annual Maintenance		1	90,000
		Nutanix Switch Warranty Renewal		1	3,000
		Security Training/Email Phishing Test TX/TWU		1	15,000
		Subtotal			**178,000**
		Carryover Items			
		PC/UPS/Monitor Replacements for TWU		1	30,500
		Subtotal			**80,500**
		New Projects			
	1	Cyber Security convolutions		1	130,000
		Microsoft Project Management		1	1,000
	1	Service Desk Management Solution		1	13,000
	1	Azure Premium for Enterprise		1	65,000
		Subtotal			**209,000**
		Total 230			**467,500**
610		Operations Divisions iPads/Cases		4	5,250
		Total 610			**5,250**
710		Ipad Pro		1	1,000
		Total 710			**1,000**
740	1	Bowie County 2022 Aerial Pictometry (100% Reimbursed by BCAD)	T	1	61,017
	1	Miller County 2022 Aerial Pictometry (Partially Reimb. by MC Tax Assessor Ofc)	A	1	40,000
	1	Cityworks Implementation-Carryover		1	35,000
	1	GIS Enterprise Rebuild-NewEdge Hosted w/SDE/SQL on premises		1	70,200
		Ipad Pro Replacement-Wifi/Cellular		1	3,300
		Laserfiche Integration for ESRI ArcGIS		1	25,000
		CityWorks eURL Module (Dashboard & Insights)		1	5,000
		Total 740			**239,517**
		Grand Total			**713,267**
				100% AR	40,000
				100% TX	61,017
				Split	612,250
				Total	**713,267**
				AR	277,063
				TX	436,204
				Total	**713,267**

TEXARKANA WATER UTILITIES

Technology Fund

Accumulated Reserves Detail

FY 2022

Division	Budgeted Expenditure	FY20	FY21	FY22	FY23	FY22 Released Reserves	Accum. Reserve Balance	Future Contrib. Needed
210	Select Financial Software Repl	140,000	140,000	0	0	0	280,000	0
230	Cisco Infrastructure Repl.	26,200		0	0	0	149,900	0
230	Nutanix Server Cluster Repl.	0	135,000	135,000	60,000	0	270,000	60,000
	TOTALS	**26,200**	**135,000**	**135,000**	**60,000**	**0**	**699,900**	**60,000**

Section IV

Operating Budgets

Administration - 110

DESCRIPTION:

Texarkana Water Utilities is a joint department of the Cities of Texarkana, Arkansas and Texarkana, Texas which provides water and sewer services to both cities and the surrounding area. The Utility also provides solid waste billing and computer networking and maintenance to both Cities. Vehicle maintenance is provided to the Arkansas Police, Fire and Public Works Department as well as for Texarkana Municipal Airport. In addition, compost sales, green waste disposal, residential motor oil disposal and bacteriological water testing is offered to local citizens and nearby municipalities. The Utility performs functions of capital budgeting and planning, system operations, maintenance, engineering design, engineering planning, finance, and administration independent of the two cities, yet in conjunction with city activities. The Administration Division is responsible for all departmental activities.

FOCUS:

This program focuses on the following: to provide administration guidance to all departmental divisions and coordinate efforts to provide quality water and sewer service to Texarkana, Arkansas and Texas and surrounding area; to provide focus, planning and leadership to a program to improve existing Utility infrastructure; to lead the Utility in a program to improve the quality of customer service by upgrading the timeliness, courtesy and accuracy of the service; to continue to improve and expand the bi-city computer network and services; also to continue to improve interdivisional and intercity communication and cooperation; and to accomplish this goal by providing all divisions with all aspects of customer relations training .

PERSONNEL SCHEDULE

POSITION	CLASS	CURRENT	PROPOSED
Executive Director	14	1	1
♦ Administrative Coordinator	6	1	1
♦ Custodian/Courier	1	0	0
❖ Assistant Director	13	1	1
❖ Finance Director	13	1	1
♦ Senior Accountant	8	1	1

TEXARKANA WATER UTILITIES

ADMINISTRATION- 110

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		534,053	513,094	531,098	549,590
Supplies		33,158	37,765	35,066	36,170
Repairs & Maintenance		21,738	22,575	13,484	21,525
Contractual Services		13,649	14,655	21,155	22,465
TOTAL		**602,598**	**588,089**	**600,803**	**629,750**
PERSONAL SERVICES					
511100	Supervision	261,223	261,912	287,735	287,900
511300	Clerical	132,422	102,468	98,426	98,850
511411	Maintenance & Oper	1,763	0	0	0
511412	M & O Overtime	409	0	0	0
511611	Temporary Labor	316	0	0	0
512111	Longevity	4,698	4,932	4,932	5,220
512112	Group Insurance	34,690	35,773	35,809	38,752
512114	Retirement	60,366	60,169	58,167	63,920
512115	Social Security	28,315	28,512	37,217	30,437
512116	Workmen's Comp	1,960	1,182	1,693	1,336
512118	Employee Screening	0	0	0	0
512121	Certification/License Pay	3,601	3,600	4,102	6,100
512100	Education & Training	4,290	14,546	3,017	17,075
TOTAL		**534,053**	**513,094**	**531,098**	**549,590**
SUPPLIES					
521100	Office Supplies	2,783	3,550	2,770	3,350
521200	Operating Supplies	280	630	444	680
521311	Botanical Supplies	0	0	0	0
521411	Personal Protective Equip	6	0	0	0
521911	Uniform Cost	218	145	122	200
521913	All Weather Gear	8	0	0	0
522300	Laundry & Janitorial	29,863	33,440	31,730	31,940
522500	Lab & Photo Sup & Exp	0	0	0	0
522700	Printing	0	0	0	0
TOTAL		**33,158**	**37,765**	**35,066**	**36,170**
REPAIRS & MAINTENANCE					
531111	Office Machines & Eq	32	75	0	25
531214	Fuel	0	0	0	0
532100	Building	21,706	22,500	13,484	21,500
TOTAL		**21,738**	**22,575**	**13,484**	**21,525**

TEXARKANA WATER UTILITIES

ADMINISTRATION- 110

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
CONTRACTUAL SERVICES					
541111	Accounting & Audit	0	0	0	0
541311	Communications	1,767	2,000	1,966	2,000
541711	Equipment Rental	0	0	0	0
543111	Garbage Hauling	1,720	1,875	1,594	1,875
543400	Insurance	2,870	3,030	2,982	3,040
543900	Legal	0	0	0	0
544100	Maintenance Contracts	4,346	4,800	11,500	12,400
544900	Postage	76	10	178	210
545700	Special Services	370	440	435	440
545719	Other Special Services	2,500	2,500	2,500	2,500
TOTAL		**13,649**	**14,655**	**21,155**	**22,465**
TOTAL BUDGET		**602,598**	**588,089**	**600,803**	**629,750**
62.61%	Texas				394,269
37.39%	Arkansas				235,482
					629,750

Accounting/Personnel - 210

DESCRIPTION:

The Accounting Division is a unit engaged in the collection, recording and distribution of financial data within the Utility. This division is responsible for all accounting services which include Cash and Investment Management, Payroll, Human Resources, Purchasing, Fuel Station Operations, Warehouse Inventory, Asset Depreciation/Management, Accounts Payable and Accounts Receivable. This department prepares and maintains accounting procedures for a complex accounting system comprised of eight (8) separate entities in accordance with management directives and corresponding principles and regulations. The entities include the Water Utilities Department for the Cities of Texarkana Texas and Texarkana, Arkansas, Lake Texarkana Water Supply Corporation, Graphic Packaging Company-Water Funds, Mandeville, Union, Leary Water Systems and Miller County Public Water Authority. This division supervises a materials and supplies warehouse where an inventory is maintained, and stock items are purchased and issued to other divisions within the Utility. The Utilities Fueling Station is operated and maintained in accordance with all legal requirements and/or policies. In addition, the division provides all Payroll and Human Resource services that include processing a bi-weekly payroll for approximately 168 employees, benefits administration, worker's compensation, job postings and new employee orientation while maintaining all past and present Utility Personnel records. We compile, calculate, and prepare data for billing of fuel, vehicle maintenance, Internet service, IT service calls and other materials and equipment expenses to various City and County offices.

FOCUS:

The primary focus of the Accounting Division is to provide promptand courteous service to both internal and external customers. We process, record, and summarize external transactions and inter-fund activities in an accurate and timely manner. The Accounting Division provides technical accounting support and assistance to all divisions within the Utility. We continuously seek to integrate modern technology to increase operational efficiency.

PERSONNEL SCHEDULE

POSITION	CLASS	CURRENT	PROPOSED
Accounting/HR Manager		0	1
❖ Accounting Supervisor	8	1	1
◆ Purchasing Agent II	5	1	1
▪ Purchasing Agent I	5	1	1
◆ Payroll/Benefits Administrator	6	1	1
◆ Senior Accounting Clerk	5	1	1
◆ Accounting Clerk II (frozen)	5	0	0

TEXARKANA WATER UTILITIES

ACCOUNTING / PERSONNEL- 210

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		271,084	277,217	235,502	384,966
Supplies		8,630	14,535	12,065	15,535
Repairs & Maintenance		3,702	3,713	1,500	3,693
Contractual Services		143,437	158,945	153,195	169,955
TOTAL		**426,853**	**454,410**	**402,262**	**574,149**
PERSONAL SERVICES					
511100	Supervision	21,612	37,960	32,376	116,100
511311	Clerical	145,964	150,400	119,723	145,900
511312	Overtime	3,169	3,000	9,335	3,000
511611	Temporary Labor	23,580	0	0	0
512111	Longevity	1,902	2,220	2,136	1,980
512112	Group Insurance	27,756	29,784	27,070	47,414
512114	Retirement	28,939	31,557	26,824	43,192
512115	Social Security	13,515	14,962	12,709	20,577
512116	Workmen's Comp	1,333	1,173	1,585	1,238
512118	Employee Screening	41	41	44	45
512121	Certification/License Pay	2,500	2,000	1,900	2,000
512100	Education & Training	773	4,120	1,800	3,520
TOTAL		**271,084**	**277,217**	**235,502**	**384,966**
SUPPLIES					
521100	Office Supplies	6,816	9,320	7,300	9,320
521200	Operating Supplies	182	700	400	700
521400	Safety Supplies & Equip	2	2,015	2,015	3,015
521700	Minor Tools	0	0	0	0
521911	Uniform Cost	76	600	600	600
522300	Laundry & Janitorial	242	300	150	300
522700	Printing	1,312	1,600	1,600	1,600
TOTAL		**8,630**	**14,535**	**12,065**	**15,535**
REPAIRS & MAINTENANCE					
531200	Motor Vehicles	0	0	0	0
531700	Machinery & Equip	3,702	3,613	1,450	3,593
532100	Building R & M	0	100	50	100
TOTAL		**3,702**	**3,713**	**1,500**	**3,693**
CONTRACTUAL SERVICES					
541111	Accounting & Audit	39,183	45,000	40,000	40,000
541311	Communications	17,299	23,000	18,000	22,000

TEXARKANA WATER UTILITIES

ACCOUNTING / PERSONNEL- 210

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
541700	Rentals	0	0	0	0
541900	Fees and Permits	75	75	75	75
543400	Insurance	1,810	1,890	1,760	1,850
543900	Legal	0	6,000	1,500	4,000
544100	Maintenance Contracts	75,058	79,700	79,700	89,250
544900	Postage	0	0	0	0
545200	Power Purchases	3,758	3,280	2,960	3,280
545719	Special Services	6,254	0	9,200	9,500
TOTAL		**143,437**	**158,945**	**153,195**	**169,955**
TOTAL BUDGET		**426,853**	**454,410**	**402,262**	**574,149**
62.11%	Texas				356,619
35.85%	Arkansas				205,811
0.41%	Mandeville				2,344
1.63%	Union				9,374
					574,149

Information Technology - 230

DESCRIPTION:

Information Technology is an internal division that supports all departments and divisions for both cities, TWU and Bowie County. Our customer base is 1,000+ end-users and 48 locations. We continually research and make recommendation on all IT related hardware and software requests for purchase. We provide enterprise and departmentalized IT services. These IT services include, but are not limited to, installing and maintaining servers, system administration, security, networking, email services, internet access, database design, web site development, controlled access door system, video surveillance implementation, network wiring, wireless, fiber optics, public wireless access at selected city sites, IT work order system, electronic recycling, along with providing continual support for troubleshooting and repairing technical hardware and software. Training, on-site-remote technical support, third party application deployment and maintenance and remote access connectivity for authorized users/sites and continuously work with other public entities on technological projects.

FOCUS:

Implement technological improvements to maintain a high quality of service in the best cost-effective method to achieve performance efficiency for the entire network. Improve documentation and training to create a tech friendly environment. Our goal is to provide a valuable service for all end users to help promote opportunities toward increasing work productivity as well as increasing time efficiency.

PERSONNEL SCHEDULE

POSITION	CLASS	CURRENT	PROPOSED
IT Manager	12	0	1
❖ IT Specialist	11	1	2
❖ IT Technician	6	5	5
❖ Project Manager	11	1	1
❖ Fiber Optic Technician	8	2	2
❖ IT/GIS Administration Clerk	5	1	1

TEXARKANA WATER UTILITIES

INFORMATION TECHNOLOGY- 230

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		819,183	941,637	825,146	943,950
Supplies		14,538	29,910	5,884	29,910
Repairs & Maintenance		17,342	35,785	6,364	34,885
Contractual Services		111,083	173,421	129,460	223,161
TOTAL		**962,146**	**1,180,753**	**966,854**	**1,231,906**
PERSONAL SERVICES					
511100	Supervision	112,632	114,045	109,321	178,350
511311	Clerical	17,614	17,650	17,650	17,650
511312	Overtime	0	0	640	0
511411	Maintenance & Oper	419,148	498,514	397,682	438,310
511412	Overtime	8,085	8,000	19,500	8,000
511611	Temporary Labor	22,905	5,800	11,050	5,000
512111	Longevity	3,540	3,690	1,875	2,340
512112	Group Insurance	82,179	103,972	95,908	113,043
512114	Retirement	92,171	104,054	91,649	94,290
512115	Social Security	42,702	49,335	42,935	49,622
512116	Workmen's Comp	1,764	1,377	1,546	1,295
512118	Employee Screening	81	200	92	50
512121	Certification/License Pay	3,154	3,000	3,424	4,000
512100	Education & Training	13,208	32,000	31,875	32,000
TOTAL		**819,183**	**941,637**	**825,146**	**943,950**
SUPPLIES					
521100	Office Supplies	5,865	13,010	4,223	13,010
521200	Operating Supplies	7,244	13,000	1,525	13,000
521400	Safety Supplies & Equip	596	450	11	450
521700	Minor Tools	0	850	0	850
521900	Wearing Apparel	590	2,400	0	2,400
522300	Laundry & Janitorial	243	200	125	200
522700	Printing	0	0	0	0
TOTAL		**14,538**	**29,910**	**5,884**	**29,910**
REPAIRS & MAINTENANCE					
531111	Office Machines & Equip	0	0	0	0
531200	Motor Vehicle R & M	2,335	8,150	507	8,150
531700	Machinery & Equipment	380	2,935	702	2,935
531811	Radios	0	0	0	0

TEXARKANA WATER UTILITIES

INFORMATION TECHNOLOGY- 230

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
532100	Building R & M	2,567	2,000	2,465	1,100
532200	Communications Infr R & M	5,030	20,000	690	20,000
539999	Equipment Apportionment	0	0	0	0
TOTAL		**17,342**	**35,785**	**6,364**	**34,885**
CONTRACTUAL SERVICES					
541311	Communications	8,454	10,100	10,209	10,100
541700	Rental	0	0	0	0
542411	Freight Charges	0	0	0	0
543111	Garbage Hauling	0	0	0	0
543400	Insurance	5,871	5,955	5,380	5,955
544100	Maintenance Contracts	85,272	144,941	103,159	194,681
544900	Postage	301	600	0	600
545200	Power Purchases	10,881	10,800	10,525	10,800
545700	Special Services	304	1,025	187	1,025
TOTAL		**111,083**	**173,421**	**129,460**	**223,161**
TOTAL BUDGET		**962,146**	**1,180,753**	**966,854**	**1,231,906**
66.93%	Texas				824,496
33.07%	Arkansas				407,410
					1,231,906

Customer Service - 310

DESCRIPTION:

The Customer Service Division provides daily assistance to customers and is responsible for the billing, printing and mailing of more than 25,000 bills for water, sewer and/or refuse charges, as well as handling payments, collections and being a call center for the Utility. Customer Service Specialists process more than 20,000 payments each month, a large number of which are brought directly into the office by our customers. Payment options currently include in person, online, by phone, electronic through personal bank accounts and a new mobile app has been created. Another 500 to 1,000 customers request additional service and are worked with one-on-one by our highly trained staff. The Utility receives an average of 400 calls daily from citizens with questions related to Utility services or other City services. Calls on Utility related subjects such as service availability, water quality, leaks, mapping, computer services and dozens of others are directed to one of more than 20 different divisions within the Utility. Because we know every call is important, Customer Service also directs questions or calls on other City matters to appropriate departments within the two Texarkanas.

FOCUS:

The primary focus of this division can be found in our name "Customer Service". We strive to offer timely, accurate, efficient service to our customers and work very closely with other divisions of the Utility to ensure quality customer service is achieved. Being the primary link between the citizens of Texarkana and the rest of the Utility, we work hard to meet our customers' needs and maintain the lines of communication required to keep our customers satisfied.

PERSONNEL SCHEDULE

POSITION	CLASS	CURRENT	PROPOSED
Customer Service/Accounting/HR Manager	11	1	0
❖ Customer Service Supervisor	7	1	1
❖ Customer Service Specialist II	4	0	1
❖ Customer Service Specialist I	3	10	9
❖ Billing Technician	5	3	3

TEXARKANA WATER UTILITIES
CUSTOMER SERVICE- 310

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		644,912	714,677	608,905	688,192
Supplies		79,180	84,225	67,065	84,595
Repairs & Maintenance		902	1,895	790	1,770
Contractual Services		218,778	218,290	179,736	223,710
TOTAL		**943,772**	**1,019,087**	**856,496**	**998,267**
PERSONAL SERVICES					
511100	Supervision	114,557	116,690	97,367	57,100
511311	Clerical	309,093	349,562	271,506	377,551
511312	Overtime	6,435	10,000	18,675	10,000
511611	Temporary Labor	26,796	0	43,628	0
512111	Longevity	7,680	7,680	5,940	4,980
512112	Group Insurance	80,110	111,599	81,714	137,557
512114	Retirement	69,317	76,512	62,179	70,012
512115	Social Security	33,180	37,212	29,622	34,397
512116	Workmen's Comp	1,216	1,027	1,098	874
512118	Employee Screening	89	90	213	42
512121	Certification/License Pay	2,500	2,500	1,911	0
512100	Education & Training	267	1,805	640	1,680
519999	Sal & Ben Transfers Out	(6,328)	0	(5,588)	(6,000)
TOTAL		**644,912**	**714,677**	**608,905**	**688,192**
SUPPLIES					
521100	Office Supplies & Exp	27,052	30,125	25,795	29,495
521200	Operating Supplies	1,037	1,600	1,155	1,600
522700	Printing	49,805	51,000	38,615	52,000
TOTAL		**79,180**	**84,225**	**67,065**	**84,595**
REPAIRS & MAINTENANCE					
531111	Office Machines & Eq	0	150	0	25
531200	Motor Vehicles	902	1,745	790	1,745
TOTAL		**902**	**1,895**	**790**	**1,770**
CONTRACTUAL SERVICES					
541311	Communications	2,683	2,975	2,500	2,300
541700	Rentals	2,538	2,550	2,550	2,600
543400	Insurance	2,903	2,940	2,548	2,800
544100	Maintenance Contracts	79,759	79,800	71,511	86,000
544900	Postage	130,878	130,000	100,620	130,000

TEXARKANA WATER UTILITIES

CUSTOMER SERVICE- 310

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
545700	Special Services	17	25	8	10
TOTAL		**218,778**	**218,290**	**179,736**	**223,710**
TOTAL BUDGET		**943,772**	**1,019,087**	**856,496**	**998,267**
59.61%	Texas				595,081
35.39%	Arkansas				353,272
1.00%	Mandeville				9,983
4.00%	Union				39,931
					998,267

0

Field Services - 330

DESCRIPTION:

The Field Services Division works closely with Customer Service personnel in the continuous effort to process service requests in a timely and professional manner.

This division is responsible for reading approximately 30,000 meters monthly, requiring the highest degree of accuracy to ensure customer confidence. We are also responsible for handling between 3,000 and 4,000 customer requests such as meter re-reads, turn-on and turn-off orders, initiation and termination of service, meter change-outs and meter box upgrades, meter maintenance and testing each month.

FOCUS:

Field Services' personnel play a major role in the day-to-day representation of the Utility to its customers. The Field Services Representative, better known as the meter reader, is the most widely recognized employee of the Utility. The Utility takes pride in providing Field Services personnel with the technical training and the customer service training necessary to give our customers the best possible service available.

PERSONNEL SCHEDULE

POSITION	CLASS	CURRENT	PROPOSED
Field Services Foreman	4	0	0
❖ Metering/Field Services Supervisor	8	1	1
❖ Field Services Representative II	4	0	1
❖ Metering Foreman	4	1	0
❖ Field Services Representative I	3	8	8
❖ Chief Meter Technician	6	1	1
❖ Meter Service Technician	6	1	1

TEXARKANA WATER UTILITIES

FIELD SERVICES- 330

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		556,636	653,468	573,188	683,766
Supplies		9,057	10,970	9,760	11,520
Repairs & Maintenance		30,495	42,825	37,175	44,225
Contractual Services		19,263	22,040	21,463	22,760
TOTAL		**615,451**	**729,303**	**641,586**	**762,271**
PERSONAL SERVICES					
511200	Supervision	47,791	56,600	62,213	56,600
511411	Maintenance & Oper	228,537	323,551	207,359	327,151
511412	Overtime	15,229	12,000	22,451	12,000
511611	Temporary Labor	110,710	20,000	118,267	20,000
512111	Longevity	2,459	2,760	2,700	3,240
512112	Group Insurance	71,610	131,002	78,906	157,762
512114	Retirement	48,003	64,042	48,256	64,389
512115	Social Security	21,285	30,364	21,360	30,676
512116	Workmen's Comp	8,527	7,784	8,487	7,173
512118	Employee Screening	41	300	0	210
512121	Certification/License Pay	1,693	2,000	2,000	2,000
512100	Education & Training	753	3,065	1,190	2,565
519999	Sal & Ben Transfers Out	0	0	0	0
TOTAL		**556,636**	**653,468**	**573,188**	**683,766**
SUPPLIES					
521100	Office Supplies	941	920	660	920
521200	Operating Supplies	1,710	2,900	2,500	2,750
521400	Safety Supplies & Equip	1,417	1,500	1,500	1,500
521700	Minor Tools	614	900	800	1,200
521900	Wearing Apparel	3,838	3,750	3,650	4,350
522300	Laundry & Janitorial	195	500	300	400
522500	Lab & Photo Sup & Exp	0	0	0	0
522700	Printing	342	500	350	400
TOTAL		**9,057**	**10,970**	**9,760**	**11,520**
REPAIRS & MAINTENANCE					
531111	Office Mach & Equip	0	0	0	0
531200	Motor Vehicles R & M	27,791	38,900	33,525	39,300
531700	Equipment R & M	2,703	3,525	3,350	4,525
531800	Signal Equipment	0	400	300	400
532100	Building R & M	0	0	0	0

TEXARKANA WATER UTILITIES

FIELD SERVICES- 330

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
TOTAL		**30,495**	**42,825**	**37,175**	**44,225**
CONTRACTUAL SERVICES					
541311	Communications	6,091	7,600	7,600	8,000
541700	Rentals	0	100	100	100
542411	Freight Charges	0	0	0	0
543400	Insurance	6,167	6,540	6,540	6,960
544100	Maintenance Contracts	6,699	7,300	6,848	7,200
544900	Postage	154	200	175	200
545700	Special Services	152	300	200	300
TOTAL		**19,263**	**22,040**	**21,463**	**22,760**
TOTAL BUDGET		**615,451**	**729,303**	**641,586**	**762,271**

58.22%	Texas	443,769
36.78%	Arkansas	280,389
1.00%	Mandeville	7,623
4.00%	Union	30,491
		762,271

Wright Patman Water Treatment Plant - 410

DESCRIPTION:

Producing a safe, potable, continuous supply of water to the communities we serve is our primary goal. Each new main that is installed by either the Utility or a contractor is bacteriologically tested. Texarkana's water is a blend of two water sources with completely different characteristics. Considering this unique set of challenges, we consistently produce some of the best tasting water in Arkansas and Texas. Our lab is certified by TCEQ to run bacteriological testing for the Texarkana system. Lab services are available to all public water supply systems and private well owners for a nominal cost.

FOCUS:

Our primary focus will continue to be the education and training of our water treatment operators. Optimizing a water treatment facility requires continual changes in water treatment procedures to maintain our superior water rating by the Texas Commission on Environmental Quality (TCEQ). The U.S. Environmental Protection Agency drinking water regulations become more stringent each year, making it necessary for us to adapt our procedures to ensure the quality of water we produce continues to meet or exceed their requirements. Only 8% of surface water utilities in Texas have a superior water rating, which we have maintained since 1960. This has been accomplished by competent, educated, and well-trained operators who are conscientious and trustworthy in their work.

Wright Patman Water Treatment Plant - 410

PERSONNEL SCHEDULE

POSITION	CLASS	CURRENT	PROPOSED
Water Production Manager	11	1	1
❖ Plant Operations Supervisor	10	1	1
❖ Chief Plant Operator	7	1	1
♦ Plant Operations Chemist III	7	2	2
♦ Plant Operations Chemist II	6	4	4
♦ Plant Operations Chemist I	4	3	3
❖ Plant Maintenance Supervisor	10	1	1
❖ Maintenance Chief	7	1	1
♦ Plant Mechanic II	5	2	3
♦ Plant Mechanic I	4	2	2
❖ Laboratory Supervisor	8	1	1
♦ Lab Technician II	7	1	1
♦ Lab Technician I	5	1	1
❖ Licensed Electrician	8	1	1
♦ Electrician Specialist	8	0	0
♦ Trainee (frozen)			

TEXARKANA WATER UTILITIES

WRIGHT PATMAN WATER TREATMENT PLANT- 410

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		1,226,699	1,490,593	1,300,285	1,626,704
Supplies		725,929	1,011,800	1,112,100	1,201,600
Repairs & Maintenance		194,502	213,475	161,311	229,200
Contractual Services		658,894	745,661	741,288	748,313
TOTAL		**2,806,024**	**3,461,529**	**3,314,984**	**3,805,817**
PERSONAL SERVICES					
511100	Supervision	164,002	174,430	168,500	169,429
511411	Maintenance & Oper	542,085	726,200	601,200	812,351
511412	Overtime	75,011	43,000	67,137	43,000
511415	Shift Differential	6,050	7,500	7,871	7,500
511611	Temporary Labor	25,142	20,000	2,500	20,000
512111	Longevity	8,631	9,885	7,932	9,114
512112	Group Insurance	130,576	182,537	160,017	230,040
512114	Retirement	139,740	160,804	143,119	164,323
512115	Social Security	65,440	76,241	65,646	78,286
512116	Workmen's Comp	25,659	23,596	25,864	20,010
512118	Employee Screening	178	200	247	100
512121	Certification/License Pay	38,182	36,100	33,816	37,450
512100	Education & Training	6,003	30,100	16,435	35,100
519999	Salary & Ben Transfer	0	0	0	0
TOTAL		**1,226,699**	**1,490,593**	**1,300,285**	**1,626,704**
SUPPLIES					
521100	Office Supplies	1,294	2,600	2,600	2,600
521200	Operating Supplies	4,520	8,500	9,500	13,000
521400	Safety	36,224	25,400	27,000	29,000
521700	Minor Tools	1,602	6,000	6,000	6,000
521900	Wearing Apparel	4,836	6,800	8,000	8,000
522300	Laundry & Janitorial	3,107	4,000	3,500	3,500
522500	Lab & Photo Supplies	29,044	36,000	36,000	36,000
522700	Printing	1,142	2,000	1,500	1,500
522800	Chemicals - Plant	644,160	904,000	1,001,000	1,085,000
522900	Chemicals - Lake	0	16,500	16,500	16,500
TOTAL		**725,929**	**1,011,800**	**1,112,100**	**1,201,600**
REPAIRS & MAINTENANCE					

TEXARKANA WATER UTILITIES

WRIGHT PATMAN WATER TREATMENT PLANT- 410

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
531200	Motor Vehicles	19,038	24,700	24,450	24,450
531700	Machinery & Equip	7,659	10,500	11,000	11,000
531800	Signal Equipment	2,375	2,250	10,250	10,250
532100	Building	1,114	9,500	9,000	9,000
533100	Water Treatment Equip	111,123	112,000	67,286	120,000
533200	Water Transmission Mains	23,695	29,000	29,000	29,000
533600	Tanks & Reservoirs	35,978	30,000	15,800	30,000
534100	Sewer Equipment R & M	0	1,000	0	1,000
539998	Equipment Utilization	0	0	0	0
539999	Equipment Apportionment	(6,480)	(5,475)	(5,475)	(5,500)
TOTAL		**194,502**	**213,475**	**161,311**	**229,200**
CONTRACTUAL SERVICES					
541111	Accounting & Audit	7,507	5,800	5,800	5,800
541311	Communications	6,265	9,000	8,471	9,000
541700	Rentals	5,456	4,000	8,912	6,000
541900	Fees and Permits	51,737	52,000	51,737	52,000
543111	Garbage Hauling	2,297	2,600	2,600	2,600
543400	Insurance	44,978	46,275	46,275	46,275
543600	Laboratory Services	8,000	14,775	12,054	14,750
544100	Maintenance Contracts	7,977	12,936	6,551	13,000
544900	Postage	257	1,625	1,625	1,625
545200	Power Purchases	304,737	359,550	359,550	359,550
545511	Power Purchases - Lake	218,906	235,000	235,000	235,000
545700	Special Services	164	2,100	2,100	2,100
546311	Water Rights	613	0	613	613
TOTAL		**658,894**	**745,661**	**741,288**	**748,313**
TOTAL BUDGET		**2,806,024**	**3,461,529**	**3,314,984**	**3,805,817**
100%	Texas				**3,805,817**

Millwood Water Treatment Plant - 420

DESCRIPTION:

At the Millwood Water Treatment Plant, our primary goal is to provide an adequate, uninterrupted supply of potable water to communities we serve. Texarkana's water is a blend of two water sources with completely different characteristics. We strive to produce the best tasting and highest quality water in Arkansas and Texas.

FOCUS:

Planning, for the future, by optimizing the treatment facilities and utilizing the latest technology in surface water treatment is our primary focus. Providing professional training for our operators ensures they remain knowledgeable of the most current rules and regulations and treatment processes. The division's operators focus on protecting public health, producing a safe, aesthetically pleasing drinking water, and safeguarding the environment through professionalism, treatment, optimization, and team effort.

PERSONNEL SCHEDULE

POSITION	CLASS	CURRENT	PROPOSED
Chief Plant Operator	7	1	1
❖ Plant Operations Chemist II	6	1	1
◆ Plant Operations Chemist I	4	1	1
❖ Maintenance Chief	7	1	1

TEXARKANA WATER UTILITIES

MILLWOOD WATER TREATMENT PLANT- 420

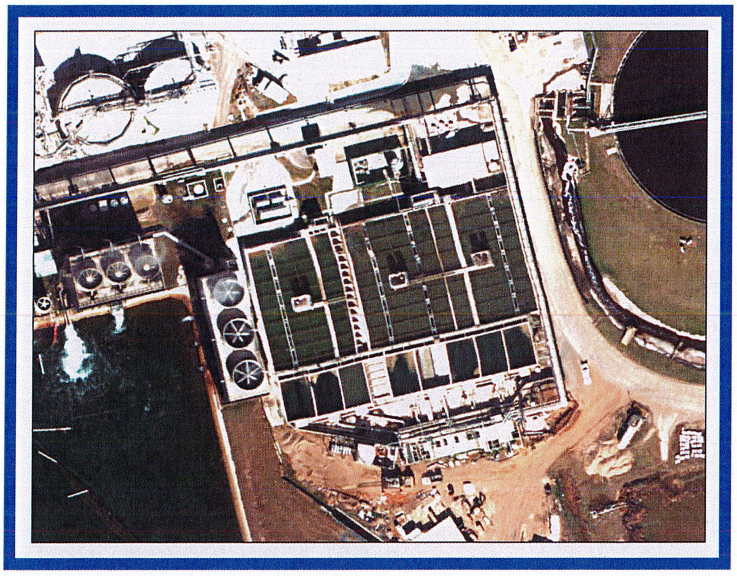
		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		474,588	375,205	379,890	388,871
Supplies		612,649	423,475	340,320	495,325
Repairs & Maintenance		44,653	63,150	67,675	69,675
Contractual Services		845,144	719,275	716,078	715,315
TOTAL		**1,977,034**	**1,581,105**	**1,503,963**	**1,669,186**
PERSONAL SERVICES					
511200	Supervision	51,600	55,565	47,922	55,564
511411	Maintenance & Oper	217,152	180,601	177,072	180,601
511412	Overtime	41,543	5,000	17,046	5,000
511415	Shift Differential	2,143	500	35	500
511611	Temporary Labor	672	0	0	10,000
512111	Longevity	5,091	4,620	5,292	4,800
512112	Group Insurance	46,586	36,010	39,258	37,832
512114	Retirement	58,901	43,185	43,704	41,583
512115	Social Security	27,113	20,475	20,102	19,810
512116	Workmen's Comp	2,543	2,649	2,509	3,381
512118	Employee Screening	0	0	0	200
512121	Certification/License Pay	20,449	20,100	20,450	20,100
512100	Education & Training	795	6,500	6,500	9,500
519999	Salary & Benefit Transfer	0	0	0	0
TOTAL		**474,588**	**375,205**	**379,890**	**388,871**
SUPPLIES					
521100	Office Supplies	66	425	425	425
521200	Operating Supplies	830	2,500	4,500	5,500
521311	Botanical Supplies	0	0	0	0
521400	Safety	10,008	7,800	11,000	11,000
521700	Minor Tools	91	1,000	2,000	2,000
521900	Wearing Apparel	776	2,050	1,700	1,700
522300	Laundry & Janitorial	1,892	1,900	1,900	1,900
522500	Lab & Photo Supplies	3,850	5,000	5,000	5,000
522700	Printing	299	800	800	800
522800	Chemicals - Plant	594,838	402,000	312,995	467,000
522914	Chemicals-Carbon	0	0	0	0
TOTAL		**612,649**	**423,475**	**340,320**	**495,325**
REPAIRS & MAINTENANCE					

TEXARKANA WATER UTILITIES

MILLWOOD WATER TREATMENT PLANT- 420

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
531111	Office Machines & Eq				
531200	Motor Vehicles	1,977	3,175	3,200	3,200
531700	Machinery & Equip	9,364	17,975	13,975	13,975
531800	Signal Equipment	1,535	500	1,000	1,000
532100	Building	50	5,000	5,000	5,000
533100	Water Treatment Equip	29,064	30,000	38,000	40,000
533200	Water Transmission Mains	2,185	5,000	5,000	5,000
533500	Fire Hydrants	0	0	0	0
533600	Tanks & Reservoirs	478	1,500	1,500	1,500
533711	Sludge Pond Maintenance	0	0	0	0
539998	Equipment Utilization	0	0	0	0
TOTAL		**44,653**	**63,150**	**67,675**	**69,675**
CONTRACTUAL SERVICES					
541111	Accounting & Audit	3,423	2,400	0	2,000
541311	Communications	10,735	10,700	10,715	10,700
541700	Rentals	748	2,000	2,000	2,000
541900	Fees and Permits	70,380	47,160	49,863	47,400
543400	Insurance	14,806	14,815	14,815	14,815
543600	Laboratory Services	790	500	500	500
544100	Maintenance Contracts	305	1,000	1,000	1,000
544911	Postage	0	0	0	0
544912	Special Delivery Service	0	0	0	0
545200	Power Purchases	321,149	195,000	195,000	195,000
545511	Power Purchases - Lake	0	0	0	0
545700	Special Services	8	700	900	900
546311	Water Rights	147,279	170,000	153,454	165,000
546312	Water Rights-10MG	275,520	275,000	287,831	276,000
TOTAL		**845,144**	**719,275**	**716,078**	**715,315**
TOTAL BUDGET		**1,977,034**	**1,581,105**	**1,503,963**	**1,669,186**
100%	Arkansas				**1,669,186**

Water Distribution - Graphic Packaging – 490



DESCRIPTION:

The main objective of this division is to track the maintenance and repairs to the Graphic Packaging (G.P.) distribution system supplying raw water from the G.P. platform at Lake Wright Patman to the G.P. Mill in Domino, TX. The industrial water capacity is approximately 45 MGD, while the drinking water capacity is 2 MGD. This division also tracks the costs of operating and maintaining the chemical feed station, as well as the maintenance of the treated water line that supplies potable drinking water from the G.P. water plant to the cities of Domino, Atlanta and Queen City, TX.

FOCUS:

The division's objective is to provide all maintenance, repairs, communications, and other tasks in a timely and cost-effective manner; to maintain good relations with all parties while performing professionally at all times. A second primary objective is to balance the desire of G.P. to have a consistent supply of raw water for its industrial process with the need of Domino and Atlanta to have a safe and reliable source of drinking water for their citizens.

PERSONNEL SCHEDULE

No permanently assigned personnel. Personnel are assigned from various divisions as needed.

Time and other expenses are charged to this division when maintenance or other work is performed for the G.P. system.

TEXARKANA WATER UTILITIES

WATER DISTRIBUTION- GRAPHIC PACKAGING- 490

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		133,235	106,531	130,493	136,166
Supplies		283,676	325,000	320,250	520,250
Repairs & Maintenance		128,325	452,650	431,650	431,650
Contractual Services		670,625	652,900	647,350	647,350
TOTAL		**1,215,861**	**1,537,081**	**1,529,743**	**1,735,416**
PERSONAL SERVICES					
511200	Supervision	66,172	53,298	67,254	74,806
511411	Maintenance & Oper	17,540	16,000	15,617	16,000
511412	Overtime	13,657	11,180	12,652	12,380
511611	Temporary Labor Service	0	0	0	0
512111	Longevity	840	732	864	882
512112	Group Insurance	9,280	5,644	8,804	9,326
512114	Retirement	16,157	13,081	16,045	13,702
512115	Social Security	7,489	6,213	7,457	6,528
512116	Workmen's Comp	0	383	0	443
512121	Certification/License Pay	2,100	0	1,800	2,100
512100	Education & Training	0	0	0	0
TOTAL		**133,235**	**106,531**	**130,493**	**136,166**
SUPPLIES					
521100	Office Supplies & Exp	0	0	0	0
521200	Operating Supplies	1,090	1,000	1,700	1,700
521311	Botanical Supplies	0	0	0	0
521400	Safety	10,666	12,500	12,500	12,500
521700	Minor Tools	0	11,450	6,000	6,000
521900	Wearing Apparel	0	0	0	0
522300	Laundry & Janitorial	0	50	50	50
522500	Lab & Photo Supplies	0	0	0	0
522700	Printing	0	0	0	0
522800	Chemicals-Plant	0	0	0	0
522900	Chemicals-Lake	271,920	300,000	300,000	500,000
TOTAL		**283,676**	**325,000**	**320,250**	**520,250**
REPAIRS & MAINTENANCE					
531200	Motor Vehicles	0	0	0	0
531700	Machinery & Equip	0	0	0	0
531800	Signal Equipment	960	40,000	40,000	40,000
532100	Building R & M	0	30,000	25,000	25,000

TEXARKANA WATER UTILITIES

WATER DISTRIBUTION- GRAPHIC PACKAGING- 490

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
533100	Water Treatment Equip	116,340	336,000	320,000	320,000
533211	Raw Water Tran Main	4,975	20,000	20,000	20,000
533212	Treated Water Trans Mains	500	15,000	15,000	15,000
533311	Water Distribution Mains	0	0	0	0
533411	Water Services	0	0	0	0
533511	Fire Hydrants	0	0	0	0
533612	Other Tanks & Res	0	6,000	6,000	6,000
539998	Equipment Utilization	5,550	5,650	5,650	5,650
TOTAL		**128,325**	**452,650**	**431,650**	**431,650**
CONTRACTUAL SERVICES					
541111	Accounting & Audit	2,814	2,365	2,400	2,400
541311	Communications	6,785	4,300	6,440	6,440
541700	Rentals	0	5,500	5,500	5,500
541900	Fees & Permits	0	175	175	175
542411	Freight Charges	0	0	0	0
542711	Grease Hauling	0	0	0	0
543111	Garbage Hauling	0	0	0	0
543400	Insurance	5,510	5,260	5,515	5,515
543612	Com Lab Fees-POTW	122	0	0	0
544100	Maintenance Contracts	114	0	0	0
544900	Postage	0	0	0	0
545200	Power Purchases	649,959	550,000	592,000	592,000
545700	Special Services	0	30,000	30,000	30,000
546311	Water Rights	5,320	55,300	5,320	5,320
TOTAL		**670,625**	**652,900**	**647,350**	**647,350**
TOTAL BUDGET		**1,215,861**	**1,537,081**	**1,529,743**	**1,735,416**
100%	Texas				**1,735,416**

Wagner Creek Wastewater Treatment Plant - 520

DESCRIPTION:

This program is responsible for the reclamation of all wastewater from the City of Nash, Texas; the City of Wake Village, Texas; and a portion of the North Texarkana, Texas area. The program is responsible for the treatment, testing, discharge, and disposal of all water and separated biosolids in an environmentally safe manner that meets or exceeds all regulatory agency requirements.

FOCUS:

To continue using process control data and making operational upgrades to accommodate the needs of the public in the safest and most efficient manner possible while meeting all regulatory requirements. The division is planned to begin construction on the new plant upgrade this fiscal year which will effectively accommodate all new business, industry, and new home construction well into the future.

PERSONNEL SCHEDULE

POSITION	CLASS	CURRENT	PROPOSED
Plant Operator II	6	1	1

TEXARKANA WATER UTILITIES

WAGNER CREEK WASTEWATER TREATMENT PLANT- 520

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		107,504	103,802	112,145	102,399
Supplies		18,918	53,565	38,795	54,290
Repairs & Maintenance		25,406	39,738	54,109	52,038
Contractual Services		190,535	217,362	217,802	217,802
TOTAL		**342,363**	**414,467**	**422,851**	**426,529**
PERSONAL SERVICES					
511200	Supervision	12,828	12,807	12,757	26,600
511411	Maintenance & Oper-Reg	50,144	51,580	53,470	42,400
511611	Temporary Labor	0	0	0	0
512111	Longevity	780	540	1,380	300
512112	Group Insurance	10,679	6,993	13,398	7,335
512114	Retirement	12,539	12,380	12,604	12,091
512115	Social Security	5,796	5,870	5,879	5,760
512116	Workmen's Comp	644	732	638	812
512118	Employee Screening	0	0	0	0
512121	Certification/License Pay	6,800	5,000	4,492	2,000
512100	Education & Training	70	1,100	795	1,100
TOTAL		**107,504**	**103,802**	**112,145**	**102,399**
SUPPLIES					
521100	Office Supplies	0	245	245	245
521200	Operating Supplies	712	780	780	775
521400	Safety	377	850	850	850
521700	Minor Tools	0	300	300	300
521900	Wearing Apparel	426	580	580	580
522300	Laundry & Janitorial	0	0	800	800
522500	Lab & Photo Supplies	4,844	5,970	5,900	5,900
522800	Chemicals - Plant	12,558	44,840	29,340	44,840
TOTAL		**18,918**	**53,565**	**38,795**	**54,290**
REPAIRS & MAINTENANCE					
531200	Motor Vehicles	2,006	2,913	2,913	2,913
531700	Machinery & Equip	87	200	200	200
531800	Signal Equipment	278	475	475	475
532100	Building	785	850	850	850
534113	Sewer Treatment Equip	14,141	15,000	15,000	15,000
534311	W.C. Pump Around	2,185	2,000	2,000	8,000
534500	Lift Station Maintenance	5,926	18,300	32,671	24,600

TEXARKANA WATER UTILITIES

WAGNER CREEK WASTEWATER TREATMENT PLANT- 520

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
TOTAL		**25,406**	**39,738**	**54,109**	**52,038**
CONTRACTUAL SERVICES					
541111	Accounting & Audit	880	770	770	770
541311	Communications	2,852	3,000	3,400	3,400
541700	Rentals	0	0	0	0
541900	Fees and Permits	16,099	16,327	16,327	16,327
543111	Garbage Hauling	1,446	1,560	1,600	1,600
543400	Insurance	2,907	2,945	2,945	2,945
543600	Laboratory Services	11,581	12,000	12,000	12,000
544900	Postage	61	460	460	460
545200	Power Purchases	154,605	180,000	180,000	180,000
545700	Special Services	105	300	300	300
TOTAL		**190,535**	**217,362**	**217,802**	**217,802**
TOTAL BUDGET		**342,363**	**414,467**	**422,851**	**426,529**
100%	Texas				**426,529**

South Regional Wastewater Treatment Plant - 530

DESCRIPTION:

This program is responsible for the pumping and reclamation of wastewater and the ultimate disposal of the residual biosolids for the Cities of Texarkana, Arkansas and Texas in a manner that is efficient, environmentally safe and meets all regulatory agency requirements.

FOCUS:

The focus is to continue to evaluate and develop the expertise and professionalism of the division personnel, to ensure the program is maintained and operated in the most efficient manner possible. Maintenance and operational procedures will continue to be evaluated and adjusted to meet the latest regulatory requirements, to utilize the latest technology, and to insure the use of the most cost-effective treatment methods available.

PERSONNEL SCHEDULE

POSITION	CLASS	CURRENT	PROPOSED
Pollution Control Manager	11	1	1
❖ Plant Operations Supervisor	10	1	1
❖ Chief Plant Operator	7	1	1
♦ Plant Operator III	7	0	1
♦ Plant Operator II	6	4	4
♦ Plant Operator I	4	9	9
❖ Chief Laboratory Technician	6	1	1
♦ Laboratory Technician	5	2	2
❖ Electronics Specialist	10	1	1
♦ Electronics Technician	5	1	1
❖ Plant Maintenance Supervisor	10	1	1
♦ Maintenance Chief	7	1	1
• Plant Mechanic II	5	3	3
• Plant Mechanic I	4	6	6
• Data Entry Clerk	3	1	1

TEXARKANA WATER UTILITIES

SOUTH REGIONAL WASTEWATER TREATMENT PLANT- 530

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		1,897,816	2,102,258	1,995,902	2,140,466
Supplies		472,083	637,525	637,390	637,525
Repairs & Maintenance		342,078	367,345	357,880	374,945
Contractual Services		1,089,675	1,158,400	1,148,316	1,161,400
TOTAL		**3,801,652**	**4,265,528**	**4,139,488**	**4,314,336**
PERSONAL SERVICES					
511100	Supervision	159,903	162,426	146,140	171,780
511311	Clerical	27,291	42,400	29,400	29,400
511312	Clerical Overtime	0	200	0	200
511411	Maintenance & Oper	922,033	1,055,446	968,222	1,072,920
511412	M & O Overtime	81,662	51,000	96,215	51,000
511415	Shift Differential	8,625	7,000	8,319	7,000
511611	Temporary Labor	25,939	0	16,004	0
512111	Longevity	15,840	16,440	15,420	16,440
512112	Group Insurance	238,695	311,187	280,970	329,537
512114	Retirement	214,635	227,731	217,487	228,938
512115	Social Security	98,089	107,973	102,136	109,069
512116	Workmen's Comp	22,284	20,205	21,708	23,031
512118	Employee Screening	346	0	341	400
512121	Certification/License Pay	78,235	76,500	76,642	77,000
512100	Education & Training	4,239	23,750	16,900	23,750
519999	Sal & Benefit Transfers	0	0	0	0
TOTAL		**1,897,816**	**2,102,258**	**1,995,902**	**2,140,466**
SUPPLIES					
521100	Office Supplies	1,744	4,375	4,320	4,375
521200	Operating Supplies	9,562	12,800	12,800	12,800
521311	Botanical Supplies	0	0	0	0
521400	Safety	2,869	3,950	3,950	3,950
521700	Minor Tools	1,158	1,600	1,600	1,600
521900	Wearing Apparel	10,762	12,500	12,500	12,500
522300	Laundry & Janitorial	5,867	6,600	6,900	6,600
522500	Lab & Photo Sup & Exp	31,532	36,000	36,000	36,000
522700	Printing	0	500	500	500
522800	Chemicals - Plant	408,589	559,200	558,820	559,200
TOTAL		**472,083**	**637,525**	**637,390**	**637,525**
REPAIRS & MAINTENANCE					

TEXARKANA WATER UTILITIES

SOUTH REGIONAL WASTEWATER TREATMENT PLANT- 530

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
531111	Office Machines & Eq	0	0	0	0
531200	Motor Vehicles	33,079	53,995	47,530	53,995
531700	Machinery & Equip	17,411	32,250	29,750	32,250
531800	Signal Equipment	473	2,500	2,500	2,500
532100	Building	17,934	13,500	13,500	13,500
534100	Sewer Treatment Equip	237,670	242,000	242,000	242,000
534500	Lift Station Maintenance	34,235	22,900	22,450	30,700
TOTAL		**342,078**	**367,345**	**357,880**	**374,945**
CONTRACTUAL SERVICES					
541111	Accounting & Audit	0	0	0	0
541311	Communications	11,638	20,550	20,550	20,550
541700	Rentals	0	3,500	3,500	3,500
541900	Fees and Permits	95,884	96,500	96,394	96,500
542411	Freight Charges	0	0	0	0
542711	Grease Waste Hauling	0	0	0	0
543111	Garbage Hauling	28,004	25,855	25,855	25,855
543400	Insurance	69,824	71,180	71,180	71,180
543600	Laboratory Services	15,799	15,000	15,000	15,000
543900	Legal	0	0	0	0
544100	Maintenance Contracts	7,173	9,550	9,550	12,550
544900	Postage	579	685	685	685
545200	Power Purchases	855,683	907,380	890,000	907,380
545700	Special Services	5,091	8,200	15,602	8,200
TOTAL		**1,089,675**	**1,158,400**	**1,148,316**	**1,161,400**
TOTAL BUDGET		**3,801,652**	**4,265,528**	**4,139,488**	**4,314,336**

61.28%	Texas	2,642,566
38.72%	Arkansas	1,671,769
		4,314,336

North Texarkana Wastewater Treatment Plant - 540

DESCRIPTION:

This program is responsible for the reclamation of wastewater from a portion of Northern Texarkana, Arkansas and Texarkana, Texas areas. The program is responsible for all wastewater treatment processes, the discharge of the treated water and the disposal of the separated biosolids in an environmentally safe manner that meets or exceeds all regulatory requirements

FOCUS:

To continue using process control data and advancing technology to make operational upgrades that will meet the needs of the public and satisfy all regulatory requirements in the most efficient manner possible. This program is designed to accommodate the rapidly growing areas north of 1-30 well into the future.

PERSONNEL SCHEDULE

POSITION	CLASS	CURRENT	PROPOSED
Plant Operator II	6	1	1

TEXARKANA WATER UTILITIES

NORTH TEXARKANA WASTEWATER TREATMENT PLANT- 540

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		73,618	75,494	79,006	75,533
Supplies		41,698	71,309	71,292	71,309
Repairs & Maintenance		38,114	37,595	36,895	54,295
Contractual Services		73,685	85,330	84,727	85,470
TOTAL		**227,115**	**269,728**	**271,920**	**286,607**
PERSONAL SERVICES					
511200	Supervision	262	0	0	0
511411	Maintenance & Oper-Reg	40,112	42,400	41,585	42,400
511412	Overtime	5,781	2,300	6,358	2,300
512111	Longevity	1,500	1,080	1,080	1,140
512112	Group Insurance	7,302	10,477	10,641	10,578
512114	Retirement	8,356	8,193	8,928	8,164
512115	Social Security	5,221	3,885	4,042	3,889
512116	Workmen's Comp	563	578	611	681
512118	Employee Screening	0	0	0	0
512121	Certification/License Pay	4,231	5,000	5,000	5,000
512100	Education & Training	290	1,581	761	1,381
TOTAL		**73,618**	**75,494**	**79,006**	**75,533**
SUPPLIES					
521100	Office Supplies	0	230	230	230
521200	Operating Supplies	799	400	400	400
521400	Safety	43	675	675	675
521700	Minor Tools	151	250	250	250
521900	Wearing Apparel	393	504	504	504
522300	Laundry & Janitorial	0	100	100	100
522500	Lab & Photo Supplies	2,134	3,900	3,883	3,900
522713	Printing-Other Forms	57	0	0	0
522800	Chemicals - Plant	38,121	65,250	65,250	65,250
TOTAL		**41,698**	**71,309**	**71,292**	**71,309**
REPAIRS & MAINTENANCE					
531200	Motor Vehicles	1,448	4,345	4,345	4,345
531700	Machinery & Equip	2,220	3,000	3,000	3,000
531800	Signal Equipment	378	400	400	400
532100	Building	277	650	650	650
534114	Mck B Swr Treatment Eq	17,379	20,000	20,000	20,000

TEXARKANA WATER UTILITIES

NORTH TEXARKANA WASTEWATER TREATMENT PLANT- 540

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
534500	Lift Station Maintenance	16,411	9,200	8,500	25,900
TOTAL		**38,114**	**37,595**	**36,895**	**54,295**
CONTRACTUAL SERVICES					
541111	Accounting & Audit	530	430	0	550
541311	Communications	3,041	3,280	3,107	3,300
541700	Rentals	0	0	0	0
541900	Fees and Permits	5,720	5,720	5,720	5,720
542411	Freight Charges	0	75	75	75
543400	Insurance	3,802	3,845	3,845	3,845
543600	Laboratory Services	54	545	545	545
543900	Legal	161	0	0	0
544900	Postage	0	335	335	335
545200	Power Purchases	60,370	71,000	71,000	71,000
545700	Special Services	8	100	100	100
TOTAL		**73,685**	**85,330**	**84,727**	**85,470**
TOTAL BUDGET		**227,115**	**269,728**	**271,920**	**286,607**
3.84%	Texas				11,000
96.16%	Arkansas				275,607
					286,607

Composting - 580

DESCRIPTION:

This program is responsible for the operation of the composting site located on the South Regional Wastewater Treatment Plant property. Responsibilities include inspecting and controlling green waste dumped by the public and commercial services; grinding the green waste; incorporating the grindings with biosolids from the wastewater plants into windrows; monitoring and regulating the composting process; screening the compost; and distributing the finished product to the public after meeting or exceeding all regulatory requirements.

FOCUS:

This division will continue to evaluate and upgrade the composting program's operations, utilizing the latest technology and developments, in order to offer the public, the finest recycled materials possible. The division will also strive to make significant contributions to the Utilities' on-going efforts to divert as much material as possible from area landfills and eliminate land application of sewage biosolids. The program will pursue available state and federal grants for improvements and strive to offer the best customer services possible.

PERSONNEL SCHEDULE

POSITION	CLASS	CURRENT	PROPOSED
Sludge Disposal Foreman	6	1	1
❖ Heavy Equipment Operator	4	2	2

TEXARKANA WATER UTILITIES

COMPOSTING- 580

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		188,706	200,360	189,666	191,016
Supplies		4,390	11,715	11,915	11,715
Repairs & Maintenance		90,476	134,540	121,240	134,540
Contractual Services		16,570	18,840	18,477	18,905
TOTAL		**300,142**	**365,455**	**341,298**	**356,176**
PERSONAL SERVICES					
511200	Supervision	0	0	0	0
511411	Maintenance & Oper	109,611	111,775	99,846	103,700
511412	Overtime	4,888	7,500	13,376	7,500
511611	Temporary Labor	0	0	0	0
512111	Longevity	2,760	2,880	2,880	1,500
512112	Group Insurance	29,773	32,817	33,285	42,721
512114	Retirement	20,386	21,001	19,840	18,418
512115	Social Security	8,977	9,957	8,692	8,775
512116	Workmen's Comp	2,052	1,868	1,881	1,840
512118	Employee Screening	0	0	0	0
512121	Certification/License Pay	8,000	8,000	6,154	2,000
512100	Education & Training	2,259	4,562	3,712	4,562
TOTAL		**188,706**	**200,360**	**189,666**	**191,016**
SUPPLIES					
521100	Office Supplies & Exp	275	800	800	800
521200	Operating Supplies	617	3,600	3,800	3,600
521311	Botanical Supplies	0	0	0	0
521400	Safety Supplies & Equip	1,343	1,200	1,200	1,200
521700	Minor Tools	43	1,025	1,025	1,025
521900	Wearing Apparel	1,184	1,350	1,350	1,350
522300	Laundry & Janitorial	0	140	140	140
522500	Lab & Photo Sup & Exp	928	3,600	3,600	3,600
522700	Printing	0	0	0	0
522800	Chemicals	0	0	0	0
TOTAL		**4,390**	**11,715**	**11,915**	**11,715**
REPAIRS & MAINTENANCE					
531200	Motor Vehicles	7,470	15,590	17,290	15,590
531700	Machinery & Equip	81,862	116,950	101,950	116,950
531800	Signal Equipment	0	0	0	0

TEXARKANA WATER UTILITIES

COMPOSTING- 580

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
532100	Building R & M	1,144	2,000	2,000	2,000
TOTAL		**90,476**	**134,540**	**121,240**	**134,540**
CONTRACTUAL SERVICES					
541311	Communications	1,539	1,535	1,172	1,600
541700	Rentals	0	2,500	2,500	2,500
541900	Fees and Permits	0	0	0	0
542411	Freight Charges	0	0	0	0
542511	Compost Grant Expenses	0	0	0	0
543400	Insurance	10,615	10,990	10,990	10,990
543600	Laboratory Services	4,108	3,300	3,300	3,300
543900	Legal	0	0	0	0
544100	Maintenance Contracts	0	0	0	0
544900	Postage	72	115	115	115
545700	Special Services	236	400	400	400
TOTAL		**16,570**	**18,840**	**18,477**	**18,905**
TOTAL BUDGET		**300,142**	**365,455**	**341,298**	**356,176**
61.28%	Texas				218,265
38.72%	Arkansas				137,911
					356,176

Field Operations/Administration- 610

DESCRIPTION:

Our Field Operations Manager provides administrative and logistical support, guidance, leadership, and supervision for the water distribution, sewer collection and dispatch office. The Field Operations Manager maintains a high level of visibility with the public, interfacing daily to ensure prompt, courteous and professional responses to complaints and construction projects. The dispatch office is responsible for coordinating the logistics for all field operations crews daily. This division is responsible for all paperwork, radio transmissions, telephone communications and daily procedures.

FOCUS:

The Field Operations Manager and staff will continue to upgrade training needs to provide the most qualified personnel to represent the Water Utilities in Operations matters. The use of updated maintenance and construction programs and qualified personnel, allows the Operations Department to provide the public with excellent service and prompt response times to complaints, recorded within the department. The Operations Department will incorporate new technology and training to continue upgrading record keeping, better response time, and improving inter-divisional and inter-city communication and cooperation.

PERSONNEL SCHEDULE

POSITION	CLASS	CURRENT	PROPOSED
Field Operations Manager	11	1	1
❖ Dispatcher II	6	1	1
❖ Dispatcher I	5	2	2

TEXARKANA WATER UTILITIES

OPERATIONS ADMINISTRATION- 610

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		220,068	231,009	226,368	240,931
Supplies		5,968	5,840	5,840	6,350
Repairs & Maintenance		0	250	250	250
Contractual Services		16,551	15,160	15,160	21,160
TOTAL		**242,586**	**252,259**	**247,618**	**268,691**
PERSONAL SERVICES					
511100	Supervision	63,025	65,336	60,041	69,225
511311	Clerical	84,994	88,175	88,175	92,232
511312	Clerical Overtime	436	350	1,387	350
512111	Longevity	2,940	3,180	3,180	2,100
512112	Group Insurance	24,386	25,840	27,734	26,750
512114	Retirement	25,670	25,742	24,977	26,641
512115	Social Security	12,068	12,205	13,348	12,692
512116	Workmen's Comp	1,711	1,560	1,541	1,491
512118	Employee Screening		100	41	100
512121	Certification/License Pay	2,500	2,500	1,923	2,000
512100	Education & Training	2,338	6,021	4,021	7,350
TOTAL		**220,068**	**231,009**	**226,368**	**240,931**
SUPPLIES					
521100	Office Supplies	796	2,040	2,040	2,100
521200	Operating Supplies	1,464	2,100	2,100	2,100
521400	Safety Supplies & Equip	6	0	0	350
521900	Wearing Apparel	3,702	1,500	1,500	1,500
522300	Laundry & Janitorial	0	200	200	300
TOTAL		**5,968**	**5,840**	**5,840**	**6,350**
REPAIRS & MAINTENANCE					
531111	Office Machines & Eq	0	250	250	250
TOTAL		**0**	**250**	**250**	**250**
CONTRACTUAL SERVICES					
541311	Communications	6,278	6,900	6,900	6,900
543400	Insurance	691	835	835	835
544100	Maintenance Contracts	7,105	7,175	7,175	13,175
545700	Special Services	2,477	250	250	250
TOTAL		**16,551**	**15,160**	**15,160**	**21,160**
TOTAL BUDGET		**242,586**	**252,259**	**247,618**	**268,691**

TEXARKANA WATER UTILITIES

OPERATIONS ADMINISTRATION- 610

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
61.28%	Texas				164,653
38.72%	Arkansas				104,038
					268,691

Water & Sewer Construction - 612

DESCRIPTION:

The main objective of this division is to carry out all phases of construction pertaining to the water distribution and sewer collection systems of Texarkana, Texas, Texarkana, Arkansas, Member Cities, and rural areas such as Mandeville Union, Leary and the Miller County Public Water Supply. This division installs water mains, sewer mains, fire hydrants, service lines, meter boxes, valves, manholes, clean outs, and any other asset pertinent to the utility system and maintains the system to comply with regulatory requirements.

FOCUS:

The focus of this division is to provide excellence in serving the Texarkana area citizens by maintaining and improving utility infrastructure. The quality of service will be met using properly trained personnel and efficiently allocating resources. Primary goals obtained will be through coordination with the Engineering, GIS, Water Distribution, Sewer Collection, I & I, and other divisions.

PERSONNEL SCHEDULE

POSITION	CLASS	CURRENT	PROPOSED
Utility Supervisor	10	1	1
❖ Utility Foreman/Operator	6	2	2
♦ Locator	4	3	3
♦ Laborer II	2	7	7
♦ Construction/Maintenance Tech I	3	0	4
♦ Construction/Maintenance Tech II	4	0	4
♦ Concrete Finisher	4	1	1
♦ Heavy Equipment Operator	4	1	1
❖ Utilities Foreman (frozen/vacant)	6	0	0

TEXARKANA WATER UTILITIES

WATER & SEWER CONSTRUCTION- 612

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		698,448	787,934	731,534	944,447
Supplies		31,062	31,400	29,185	39,550
Repairs & Maintenance		93,039	114,800	113,344	130,300
Contractual Services		19,814	23,200	21,851	24,500
TOTAL		**842,363**	**957,334**	**895,914**	**1,138,797**
PERSONAL SERVICES					
511200	Supervision	63,539	58,045	70,153	61,550
511411	Maintenance & Oper	315,761	406,401	322,243	480,901
511412	Overtime	87,365	40,000	56,673	40,000
511611	Temporary Labor Service	2,016	0	34,390	0
512111	Longevity	3,960	4,680	4,560	5,400
512112	Group Insurance	98,729	148,778	115,406	191,066
512114	Retirement	80,206	84,003	75,940	97,365
512115	Social Security	36,271	39,828	34,058	46,386
512116	Workmen's Comp	10,683	10,199	9,406	10,980
512118	Employee Screening	65	500	0	500
512121	Certification/License Pay	8,961	11,500	18,308	18,500
512100	Education & Training	5,062	6,000	6,095	11,800
519999	Sal & Benefit Transfers Out	(14,170)	(22,000)	(15,698)	(20,000)
TOTAL		**698,448**	**787,934**	**731,534**	**944,447**
SUPPLIES					
521100	Office Supplies & Exp	1,148	1,150	853	2,300
521200	Operating Supplies	12,286	12,500	11,432	16,000
521400	Safety	4,537	4,250	4,100	4,250
521700	Minor Tools	7,816	7,300	6,600	10,600
521900	Wearing Apparel	4,471	4,200	4,200	4,400
522300	Laundry & Janitorial	804	2,000	2,000	2,000
TOTAL		**31,062**	**31,400**	**29,185**	**39,550**
REPAIRS & MAINTENANCE					
531111	Off Mach & Equip				
531200	Motor Vehicles	27,980	52,000	41,084	53,050
531700	Machinery & Equip	11,535	16,050	16,050	19,250
531800	Signal Equipment	0	250	0	0
533411	Water Svc R & M	9,040	3,500	3,500	8,000
533511	Fire Hydrant R & M	46,009	55,000	55,000	60,000

TEXARKANA WATER UTILITIES

WATER & SEWER CONSTRUCTION- 612

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
539999	Equipment Apportionment	(1,525)	(12,000)	(2,290)	(10,000)
TOTAL		**93,039**	**114,800**	**113,344**	**130,300**
CONTRACTUAL SERVICES					
541311	Communications	7,667	6,975	6,975	7,500
541700	Rentals	0	1,500	1,500	2,000
543111	Garbage Hauling	1,747	2,700	2,700	2,700
543400	Insurance	7,558	8,025	7,176	8,300
544100	Maintenance Contracts	0	1,000	500	1,000
544900	Postage	0	100	100	100
545700	Special Services	2,842	2,900	2,900	2,900
TOTAL		**19,814**	**23,200**	**21,851**	**24,500**
TOTAL BUDGET		**842,363**	**957,334**	**895,914**	**1,138,797**
61.28%	Texas				697,855
38.72%	Arkansas				440,942
					1,138,797

Water Distribution - 620

DESCRIPTION:

The main objective of this division is to adequately, and efficiently, maintain and repair the water distribution system supplying water to Texarkana, Texas, Texarkana, Arkansas, Member Cities, and the rural areas formerly served by Leary, Mandeville, Union and the Miller County Public Water systems.

FOCUS:

The continuing focus of this Division is to provide excellent, professional, and courteous service to the community by improving the quality of life of the citizens of Texarkana. Providing personnel training and utilizing personnel effectively will enable this Division to meet the goals and objectives that have been set. Primary goals will be to assist in system planning, improve record keeping for the GIS system and upgrade old and undersized water mains within the system.

PERSONNEL SCHEDULE

POSITION	CLASS	CURRENT	PROPOSED
Utility Supervisor	10	1	1
❖ Utility Foreman/Operator	6	5	5
❖ Laborer II	2	9	0
❖ Construction/Maintenance Tech I	3	0	4
❖ Construction/Maintenance Tech II	4	0	4

TEXARKANA WATER UTILITIES

WATER DISTRIBUTION- 620

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		812,623	909,650	843,404	938,975
Supplies		28,476	36,975	29,585	39,000
Repairs & Maintenance		409,420	478,500	459,281	519,120
Contractual Services		24,514	35,220	27,721	35,900
TOTAL		**1,275,033**	**1,460,345**	**1,359,991**	**1,532,995**
PERSONAL SERVICES					
511200	Supervision	63,825	54,750	70,780	57,175
511411	Maintenance & Oper	293,632	433,052	299,864	460,952
511412	Overtime	97,137	80,000	98,000	80,000
511611	Temporary Labor Service	127,213	0	118,950	0
512111	Longevity	5,040	5,520	5,460	5,880
512112	Group Insurance	102,540	180,665	121,091	175,056
512114	Retirement	76,936	92,667	78,686	97,631
512115	Social Security	34,048	43,936	34,786	46,512
512116	Workmen's Comp	11,504	10,471	9,920	10,220
512118	Employee Screening	143	500	223	500
512121	Certification/License Pay	3,308	1,000	3,019	4,000
512100	Education & Training	3,418	7,750	3,500	11,050
519999	Sal & Ben Transfers Out	(6,121)	(661)	(875)	(10,000)
TOTAL		**812,623**	**909,650**	**843,404**	**938,975**
SUPPLIES					
521100	Office Supplies & Exp	392	875	875	900
521200	Operating Supplies	6,837	12,000	10,658	12,000
521400	Safety	7,099	6,000	5,500	6,000
521700	Minor Tools	7,915	7,500	5,200	9,500
521900	Wearing Apparel	3,352	7,700	4,799	7,700
522300	Laundry & Janitorial	2,881	2,900	2,553	2,900
TOTAL		**28,476**	**36,975**	**29,585**	**39,000**
REPAIRS & MAINTENANCE					
531200	Motor Vehicles	43,686	61,400	55,712	63,620
531700	Machinery & Equip	21,622	45,150	31,169	41,000
531800	Signal Equipment	0	0	0	2,000
533100	Water Treatment Equip	5,433	6,500	6,500	15,000
533311	Water Distribution Mains	175,014	194,000	194,000	215,000
533411	Water Services	162,648	175,000	175,000	190,000
533511	Fire Hydrants	2,792	5,000	2,500	5,000

TEXARKANA WATER UTILITIES

WATER DISTRIBUTION- 620

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
539999	Equipment Apportionment	(1,775)	(8,550)	(5,600)	(12,500)
TOTAL		**409,420**	**478,500**	**459,281**	**519,120**
CONTRACTUAL SERVICES					
541311	Communications	6,228	5,030	5,030	7,000
541700	Rentals	0	4,000	4,000	4,000
541900	Fees & Permits	0	2,500	2,500	2,500
543111	Garbage Hauling	1,747	2,600	2,007	2,600
543400	Insurance	11,086	12,260	9,912	11,500
544900	Postage	0	100	100	100
545200	Power Purchases	0	450	100	200
545700	Special Services	5,453	8,280	4,072	8,000
TOTAL		**24,514**	**35,220**	**27,721**	**35,900**
TOTAL BUDGET		**1,275,033**	**1,460,345**	**1,359,991**	**1,532,995**
60.42%	Texas				926,306
38.18%	Arkansas				585,290
0.39%	Mandeville				6,017
1.00%	Union				15,382
					1,532,995

Sewer Collection - 630

DESCRIPTION:

The Sewer Collection Division maintains and repairs existing sewer mains, manholes and clean-outs, and replaces sewer mains within the Texarkana area. The division monitors the infiltration and inflow program, and maintains the main sewer system lines, keeping them free from debris, which aids in preventing back-ups within residential lines. The division also maintains rights-of-way and easements within the Texarkana area. Sewer Collection is responsible for our Damage Prevention Program covering excavation work, which is performed in the proximity of the sewer and water lines. Sewer Collection personnel assist other divisions, such as Engineering, with the smoke testing and TV/video programs used to locate problem areas.

FOCUS:

The primary focus of this division is to provide a safe, sanitary sewer collection system concentrating on the location and repair of infiltration and inflow points, to assist the wastewater plants in remaining within their allowable permit limits. The division will assist Engineering in upgrading record keeping for GIS mapping programs. Ongoing training of personnel will provide the public with a more professional team who is knowledgeable in the sewer collection field.

PERSONNEL SCHEDULE:

POSITION	CLASS	CURRENT	PROPOSED
Utility Supervisor	8	1	1
❖ Jet Truck Operator	4	3	3
❖ Laborer II	2	8	0
❖ Construction/Maintenance Tech I	3	0	4
❖ Construction/Maintenance II	4	0	4
❖ Utility Foreman/Operator	6	3	3

TEXARKANA WATER UTILITIES

SEWER COLLECTION- 630

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		644,361	802,705	687,741	882,571
Supplies		25,658	37,740	33,520	47,240
Repairs & Maintenance		206,060	283,627	234,744	301,600
Contractual Services		20,892	30,970	20,777	33,550
Capital Outlay		0	0	0	0
TOTAL		**896,971**	**1,155,042**	**976,783**	**1,264,961**
PERSONAL SERVICES					
511200	Supervision	64,055	49,825	54,281	52,250
511411	Maintenance & Oper	214,957	404,877	226,669	459,676
511412	Overtime	58,753	45,000	59,518	45,000
511611	Temporary Labor Service	147,372	0	170,051	0
512111	Longevity	1,980	1,800	1,440	2,100
512112	Group Insurance	67,872	164,343	82,526	180,494
512114	Retirement	57,946	81,724	55,869	90,809
512115	Social Security	26,253	38,747	25,384	43,263
512116	Workmen's Comp	8,131	7,280	8,234	9,328
512118	Employee Screening	175	485	94	350
512121	Certification/License Pay	5,692	5,000	5,577	6,500
512100	Education & Training	2,174	8,600	6,600	12,800
519999	Sal & Benefit Transfers O	(10,999)	(4,976)	(8,500)	(20,000)
TOTAL		**644,361**	**802,705**	**687,741**	**882,571**
SUPPLIES					
521100	Office Supplies & Exp	468	1,290	895	1,290
521200	Operating Supplies	8,636	14,500	13,675	17,000
521400	Safety	5,477	5,500	5,500	5,500
521700	Minor Tools	6,175	5,500	5,500	8,000
521900	Wearing Apparel	3,923	8,750	6,750	7,750
522300	Laundry & Janitorial	979	1,200	1,200	1,200
522500	Lab & Photo Sup & Exp	0	0	0	0
522700	Printing	0	0	0	0
522800	Chemicals	0	1,000	0	6,500
TOTAL		**25,658**	**37,740**	**33,520**	**47,240**
REPAIRS & MAINTENANCE					
531111	Off Mach & Equip	0	0	0	0
531200	Motor Vehicles	62,422	120,500	70,084	118,600

TEXARKANA WATER UTILITIES

SEWER COLLECTION- 630

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
531700	Machinery & Equip	27,181	28,650	28,650	33,000
531800	Signal Equipment	0	0	0	1,000
532100	Building R & M	0	0	0	0
534121	Sewer Instrument R & M	1,036	1,500	750	3,000
534211	Sewer Collection System	123,561	140,000	140,000	154,000
539998	Equipment Utilization	0	0	0	0
539999	Equipment Apportionment	(8,140)	(7,023)	(4,740)	(8,000)
TOTAL		**206,060**	**283,627**	**234,744**	**301,600**
CONTRACTUAL SERVICES					
541311	Communications	3,889	3,610	4,140	4,200
541700	Rentals	0	2,100	80	2,000
541900	Fees and Permits	550	4,000	0	4,000
542411	Freight Charges	0	0	0	0
542711	Grease Waste Hauling	0	0	0	0
543111	Garbage Hauling	1,747	3,000	2,032	3,000
543400	Insurance	11,151	11,360	10,697	13,600
543911	Legal Advertising	0	0	0	0
544100	Maintenance Contracts	0	600	0	600
544900	Postage	142	200	25	150
545200	Power Purchase	0	0	0	0
545700	Special Services	3,413	6,100	3,804	6,000
TOTAL		**20,892**	**30,970**	**20,777**	**33,550**
TOTAL BUDGET		**896,971**	**1,155,042**	**976,783**	**1,264,961**

61.40%	Texas	776,716
38.60%	Arkansas	488,245
		1,264,961

Fleet Services Center- 640

DESCRIPTION:

The Fleet Service Center is responsible for servicing and maintaining all Texarkana Water Utility, Bi-State, CRC, Texarkana, Arkansas Police, Fire, Public Works, Animal Control, and Airport vehicles, heavy equipment, trailers and all associated equipment needed to service the citizens of Texarkana and surrounding areas safely and cost effectively. The Service Center coordinates vehicle purchases, new vehicle preparation, vehicle customizing and disposal of retired vehicles.

FOCUS:

The Fleet Service Center is committed to the safe operation of city vehicles and equipment we maintain and service. The Service Center utilizes a fleet management system for the most cost effective and highest standards of fleet repair to minimize fleet downtime and the interruption of city services to our citizens. Continuous Fleet Technician training allows the team at the Service Center to understand the rapidly changing technology associated with vehicles and equipment today.

PERSONNEL SCHEDULE

POSITION	CLASS	CURRENT	PROPOSED
Fleet Services Manager	11	1	1
❖ Equipment Maintenance Supervisor (frozen/vacant)	10	0	0
❖ Auto Mechanic II	6	2	2
❖ Auto Mechanic III (Diesel)	7	2	2
❖ Data Entry Clark	3	1	1

TEXARKANA WATER UTILITIES

FLEET SERVICES CENTER- 640

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		406,570	428,998	422,246	438,145
Supplies		18,165	30,950	32,000	31,100
Repairs & Maintenance		146,305	198,750	116,750	122,250
Contractual Services		28,146	29,148	29,198	32,648
TOTAL		**599,186**	**687,846**	**600,194**	**624,143**
PERSONAL SERVICES					
511100	Supervision	62,673	65,250	65,251	65,250
511411	Maintenance & Oper	212,661	217,651	212,661	217,651
511412	Overtime	1,470	2,500	1,525	2,500
511611	Temporary Labor	0	0	0	0
512111	Longevity	2,880	3,240	3,240	3,600
512112	Group Insurance	50,293	54,573	59,200	63,202
512114	Retirement	46,160	46,895	46,614	46,727
512115	Social Security	20,989	22,234	21,141	22,262
512116	Workmen's Comp	4,996	4,855	4,314	5,153
512118	Employee Screening	175	500	0	500
512121	Certification/License Pay	2,000	2,000	2,000	2,000
512100	Education & Training	2,274	9,300	6,300	9,300
519998	Sal & Ben Transfers In	17,685	19,875	9,245	18,780
519999	Sal & Ben Transfers Out	(17,685)	(19,875)	(9,245)	(18,780)
TOTAL		**406,570**	**428,998**	**422,246**	**438,145**
SUPPLIES					
521100	Office Supplies & Exp	1,113	2,050	1,900	2,050
521200	Operating Supplies	7,664	12,500	12,500	12,500
521400	Safety	4,715	7,300	8,500	7,450
521700	Minor Tools	1,891	5,000	5,000	5,000
521900	Wearing Apparel	2,206	2,600	2,600	2,600
522300	Laundry & Janitorial	577	1,500	1,500	1,500
TOTAL		**18,165**	**30,950**	**32,000**	**31,100**
REPAIRS & MAINTENANCE					
531111	Office Mach & Equip				
531200	Motor Vehicles	2,397	8,600	8,600	8,600
643- 531300	Arkansas Police Vehicle	39,683	36,250	26,250	26,250
644- 531400	Arkansas Fire Vehicle	34,187	40,750	28,250	28,250
645- 531500	Arkansas Public Works	58,149	95,100	40,600	45,600
646- 531600	Other Contract Maint	8,532	11,100	6,100	6,600

TEXARKANA WATER UTILITIES

FLEET SERVICES CENTER- 640

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
640- 531700	Machinery & Equip	300	2,450	2,450	2,450
532100	Building	3,058	4,500	4,500	4,500
539999	Equipment Apportionment	0	0	0	0
TOTAL		**146,305**	**198,750**	**116,750**	**122,250**
CONTRACTUAL SERVICES					
541311	Communications	2,533	2,255	2,255	2,255
541711	Equipment Rental	0	200	200	200
543400	Insurance	2,581	2,593	2,593	2,593
544100	Maintenance Contracts	2,550	2,500	2,550	6,000
544900	Postage	16	100	100	100
545200	Power Purchases	15,588	17,800	17,800	17,800
545700	Special Services	4,878	3,700	3,700	3,700
TOTAL		**28,146**	**29,148**	**29,198**	**32,648**
TOTAL BUDGET		**599,186**	**687,846**	**600,194**	**624,143**

47.79%	Texas	298,309
52.21%	Arkansas	325,834
		624,143

Normal percentage split except for Arkansas Vehicle Maintenance which is 100% Arkansas

Engineering Design - 710

DESCRIPTION:

The Engineering Division of the Texarkana Water Utilities provides engineering support services for all divisions of the Utility as well as its customers and the citizens of Texarkana. The Engineering Division is staffed with engineering technicians, draftsmen, surveyors, inspectors, clerical staff and professional engineers much like a consulting engineering firm. When technical support is requested from one of the three operations and maintenance divisions, the Engineering Division provides surveying, drafting, research or engineering services as required. The Division's surveying crew utilizes some of the most modern equipment available while performing preliminary, route and construction surveys. The survey crew has a total station survey instrument that incorporates electronic data measurement and electronic data collection. The survey crew is also utilizing the global positioning system (GPS) in some surveys, as well as utilizing the information available from the geographic information system (GIS). The Utilities' inspection staff provides construction inspection of Utility and developer projects, stakes, and inspects water meters, assists in the location of water and sanitary sewer mains as needed and will oversee the backflow prevention program as it is implemented. The engineering office staff coordinates construction and inspection activities, designs, extensions of service under the guidance of the design engineer; reviews plans submitted for construction by others; performs customer service by answering questions about service availability and taking meter orders; maintains the engineering files; maintains good communications with the public works departments of both cities; and maintains the Utility's construction specifications.

FOCUS:

Continue to provide prompt, accurate and courteous service to the public. Utilize the GIS and engineering software available to design and prepare plans for extensions of service to better serve the residents of Texarkana. Continue to develop long-range plans for extensions of the water distribution and sanitary sewer collection systems and implement them in all construction. Improve the department's ability to keep jobs on schedule and track hours spent in the design of projects. Continue to implement the GPS in survey work, explore new ways to utilize GPS and continue to develop the backflow prevention program. Improve response time when other divisions request assistance. Ensure everyone is connected to sewer and water services where available

Engineering Design - 710

PERSONNEL SCHEDULE

POSITION	CLASS	CURRENT	PROPOSED
Design Engineer	12	1	1
❖ Engineering Technician II	6	1	2
❖ Engineering Technician I	6	1	1
❖ Engineering Technician/Construction Inspector	6	4	4
❖ Survey Party Chief	6	1	1
♦ Survey Instrument Operator	4	1	1
❖ M&O Coordinator	7	1	1

TEXARKANA WATER UTILITIES

ENGINEERING- DESIGN- 710

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		501,965	641,759	574,705	620,415
Supplies		9,702	15,750	12,733	16,500
Repairs & Maintenance		9,951	12,660	12,248	13,395
Contractual Services		52,795	68,000	67,653	72,260
TOTAL		**574,413**	**738,169**	**667,339**	**722,570**
PERSONAL SERVICES					
511100	Supervision	73,598	75,002	74,465	75,002
511411	Maintenance & Oper	364,015	377,157	342,924	378,907
511412	M & O Overtime	30,647	15,000	15,000	15,000
512111	Longevity	6,720	7,260	7,260	5,880
512112	Group Insurance	68,647	76,392	69,337	114,409
512114	Retirement	81,203	80,420	74,737	79,451
512115	Social Security	37,336	38,129	34,397	37,851
512116	Workmen's Comp	4,734	4,525	5,223	4,965
512118	Employee Screening	0	0	0	0
512121	Certification/License Pay	24,000	24,000	21,539	20,000
512100	Education & Training	6,114	22,050	8,000	18,950
519999	Sal & Benefit Trfr Out	(195,049)	(78,176)	(78,176)	(130,000)
TOTAL		**501,965**	**641,759**	**574,705**	**620,415**
SUPPLIES					
521100	Office Supplies & Exp	5,822	7,900	6,675	8,450
521200	Operating Supplies	1,249	3,250	2,000	3,250
521400	Safety	290	650	500	600
521700	Minor Tools	287	750	600	750
521900	Wearing Apparel	1,756	2,300	2,258	2,500
522300	Laundry and Janitorial	12	350	150	350
522700	Printing	286	550	550	600
TOTAL		**9,702**	**15,750**	**12,733**	**16,500**
REPAIRS & MAINTENANCE					
531111	Office Machines & Equip	483	100	100	100
531200	Motor Vehicles	9,205	12,560	11,885	13,295
532100	Buildings	263	0	263	0
TOTAL		**9,951**	**12,660**	**12,248**	**13,395**
CONTRACTUAL SERVICES					
541311	Communications	10,285	10,000	10,250	10,500

TEXARKANA WATER UTILITIES

ENGINEERING- DESIGN- 710

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
543400	Insurance	5,845	5,165	4,668	5,500
543900	Legal	637	700	700	600
544100	Maintenance Contracts	13,628	28,200	28,200	29,500
544900	Postage	457	525	425	425
545200	Power Purchases	21,846	23,325	23,325	25,650
545700	Special Services	88	85	85	85
TOTAL		**52,795**	**68,000**	**67,653**	**72,260**
TOTAL BUDGET		**574,413**	**738,169**	**667,339**	**722,570**
61.28%	Texas				442,791
38.72%	Arkansas				279,779
					722,570

Engineering/I & I Abatement - 720

DESCRIPTION:

The function of the Infiltration and Inflow Division is to inspect, identify and initiate remediation of problems in the sanitary sewer collection system. The identification of problem areas is accomplished by visual inspection of manholes, smoke testing to locate leaks, flow-monitoring, data collection and video inspection with concurrent dyed water testing. Problem areas that are identified are evaluated and prioritized based on severity of the defect. Those defects are then either turned over to the Operations Division for repairs or recommended for rehabilitation or replacement through a capital improvements program. The Geographic Information System (GIS) is being implemented by Utility staff and should enable them to better identify and evaluate the needs of the collection system. The staff is also learning how to use the Global Positioning System (GPS) together with the GIS to locate and identify problems. Employees will always utilize available equipment and training to meet OSHA requirements to maintain a safe working environment.

FOCUS:

Continue the manhole inspection and survey program. Utilize existing flow-monitoring equipment and utilize computers to analyze the data. Continue to work with both Cities' plumbing departments to cap abandoned cleanouts and service laterals and repair damaged service laterals. Increase the footage of mains that are inspected by video inspection. Continue to implement the GIS and GPS. Continue to develop capital improvement projects for the reduction of inflow and infiltration points in wastewater collection mains. Continue to improve the root eradication program in cooperation with the Utility's sewer collection department utilizing data collected during video inspection. Use the data from flow-monitoring and video to develop both short and long-term goals for the reduction of infiltration and inflow.

PERSONNEL SCHEDULE

POSITION	CLASS	CURRENT	PROPOSED
I & I Coordinator	11	1	1
❖ Engineering Field Technician	5	1	1
❖ Engineering Technician II	6	1	1

TEXARKANA WATER UTILITIES

ENGINEERING I&I ABATEMENT- 720

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		193,898	238,963	236,833	243,010
Supplies		3,871	6,205	6,205	6,455
Repairs & Maintenance		12,696	15,760	15,760	16,275
Contractual Services		7,783	17,555	17,835	21,525
TOTAL		**218,248**	**278,483**	**276,632**	**287,265**
PERSONAL SERVICES					
511200	Supervision	56,953	66,997	61,747	61,747
511411	Maintenance & Oper	66,973	83,500	82,486	83,500
511412	Overtime	4,536	500	3,875	500
511611	Temporary Labor	0	1,000	1,000	9,000
512111	Longevity	1,200	2,220	2,220	2,400
512112	Group Insurance	25,901	30,376	32,956	32,690
512114	Retirement	22,339	25,851	25,548	24,913
512115	Social Security	10,109	12,257	11,568	11,869
512116	Workmen's Comp	906	1,012	1,157	1,141
512118	Employee Screening	0	200	0	200
512121	Cerification/License Pay	4,692	7,000	7,000	7,000
512100	Education & Training	289	8,050	7,275	8,050
TOTAL		**193,898**	**238,963**	**236,833**	**243,010**
SUPPLIES					
521100	Office Supplies & Exp	27	315	315	315
521200	Operating Supplies	2,701	3,500	3,500	3,600
521400	Safety	383	500	500	500
521700	Minor Tools	37	350	350	350
521900	Wearing Apparel	599	1,200	1,200	1,350
522300	Laundry & Janitorial	124	300	300	300
522700	Printing	0	40	40	40
TOTAL		**3,871**	**6,205**	**6,205**	**6,455**
REPAIRS & MAINTENANCE					
531111	Office Machines & Equip				
531200	Motor Vehicles	5,747	7,910	7,910	8,425
531700	Machinery & Equipment	6,949	7,850	7,850	7,850
TOTAL		**12,696**	**15,760**	**15,760**	**16,275**
CONTRACTUAL SERVICES					
541311	Communications	3,899	3,430	3,890	3,900

TEXARKANA WATER UTILITIES

ENGINEERING I&I ABATEMENT- 720

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
543400	Insurance	1,720	2,900	2,720	2,850
544100	Maintenance Contracts	1,883	10,675	10,675	14,225
544900	Postage	150	200	200	200
545700	Special Services	131	350	350	350
TOTAL		**7,783**	**17,555**	**17,835**	**21,525**
TOTAL BUDGET		**218,248**	**278,483**	**276,632**	**287,265**
61.28%	Texas				176,036
38.72%	Arkansas				111,228
					287,265

GIS Development - 740

DESCRIPTION:

Since, the Texarkana Water Utilities is a joint department of the Cities of Texarkana, Arkansas and Texarkana, Texas, which provides water and sewer services to both cities and the surrounding areas, the Utility is continually developing a Geographic Information System to aid all areas of the Utility by improving engineering design and planning, financial revenue forecasts, system inventories and system operations using digital mapping and spatial analysis for all departments needing such services within the two cities. The use of Geographic Information Systems at the Utility provides valuable information to all areas of the Utility by integrating common database operations such as query and statistical analysis with the unique visualization and geographic analysis benefits offered by maps.

FOCUS:

GIS focuses on the following: creating, editing, and maintaining digital maps, orthophotography, and features attribute data used for water and sewer modeling, mapping, and geographic analysis; analyzing digital maps and relational data to assist daily operations and planning activities throughout the cities; and providing training and support to all City employees who use GIS data. GIS at the Utility will continue to expand the scope and accuracy of all thematic map layers to provide the most up to date mapping information possible. The program will focus this year on continued expansion of web map use, both internal and external, along with building a 30 City for enhanced visualization and planning.

PERSONNEL SCHEDULE

POSITION	CLASS	CURRENT	PROPOSED
GIS Manager (frozen)	11	0	1
❖ GIS Analyst	7	1	1
❖ GIS Field Technician	8	0	0
❖ GIS Technician	6	2	2

TEXARKANA WATER UTILITIES

GIS DEVELOPMENT- 740

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		246,615	275,351	239,345	279,109
Supplies		4,272	7,450	1,646	7,450
Repairs & Maintenance		2,666	8,550	1,226	7,550
Contractual Services		85,438	112,805	87,614	117,063
TOTAL		**338,991**	**404,156**	**329,831**	**411,172**
PERSONAL SERVICES					
511100	Supervision	7,500	7,500	7,500	7,500
511311	Clerical-Regular	17,514	17,650	8,892	17,650
511411	Maintenance & Oper	138,399	138,276	135,569	140,351
511412	Overtime	458	500	447	500
511611	Temporary Labor	0	6,500	0	6,500
512111	Longevity	900	990	1,065	1,320
512112	Group Insurance	34,720	37,792	39,267	40,863
512114	Retirement	26,735	26,770	25,435	27,028
512115	Social Security	11,948	12,693	11,303	12,877
512116	Workmen's Comp	1,292	995	1,567	1,171
512118	Employee Screening	0	35	0	0
512121	Certification/License Pay	1,000	1,000	1,000	1,000
512100	Education & Training	6,149	24,650	7,300	22,350
TOTAL		**246,615**	**275,351**	**239,345**	**279,109**
SUPPLIES					
521100	Office Supplies & Exp	3,824	6,050	1,602	6,050
521200	Operating Supplies	108	1,225	0	1,225
521400	Safety	340	75	0	75
521700	Minor Tools	0	50	0	50
521900	Wearing Apparel	0	0	0	0
522300	Laundry & Janitorial	0	50	44	50
TOTAL		**4,272**	**7,450**	**1,646**	**7,450**
REPAIRS & MAINTENANCE					
531111	Office Machines & Equip	1,503	1,000	0	0
531200	Motor Vehicles	141	1,350	208	1,350
532100	Building R & M	1,022	6,200	1,018	6,200
TOTAL		**2,666**	**8,550**	**1,226**	**7,550**
CONTRACTUAL SERVICES					

TEXARKANA WATER UTILITIES

GIS DEVELOPMENT- 740

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
541311	Communications	10,882	10,900	13,635	11,500
543400	Insurance	1,483	1,705	1,329	1,660
544100	Maintenance Contracts	71,119	97,500	70,668	101,203
545200	Power Purchases	1,824	2,460	1,846	2,460
545700	Special Services	130	240	137	240
TOTAL		**85,438**	**112,805**	**87,614**	**117,063**
TOTAL BUDGET		**338,991**	**404,156**	**329,831**	**411,172**
61.28%	Texas				252,036
38.72%	Arkansas				159,137
					411,172

Environmental Services - 750

DESCRIPTION:

The primary functions of the Environmental Services Division are protection and education. Protection is provided to the sanitary sewer collection system; the wastewater treatment plants and the environment through the EPA mandated, and EPA approved Industrial Pretreatment Program; protection of the sanitary sewer collection from sanitary sewer stoppages and sanitary sewer overflows through the Grease Waste Control Program; and protection of the potable water supply system through the Backflow Prevention and Cross-Connection Control Program. Education is a vital resource for protection of the sanitary sewer collection system, the wastewater treatment plants, the environment, and the potable water supply system. Education of Environmental Services Division personal on the latest rules and requirements ensure that the Industrial Pretreatment Program, Grease Waste Control Program, and the Backflow Prevention and Cross-Connection Control Program results in these programs being effective in protecting water and wastewater system, wastewater treatment plants and the environment. Education of our customers and users in the reasons and need for these programs results in better compliance since the customers and users understand their role in protecting these vital systems and the environment. The Codes of Ordinances contain regulations outlining requirements, limitations, and enforcement powers necessary to implement these programs. The Industrial Pretreatment Program accomplishes protection through permitting of non-domestic users of the sanitary sewer system, and through the routine sampling of the non-domestic users discharge into the sanitary sewer system and inspections of the non-domestic users' facilities and processes. The Grease Waste Control Program has resulted in a significant reduction in sanitary sewer stoppages and sanitary sewer overflows by routine inspections, by requiring regular, scheduled cleanings of grease traps / interceptors, upgrade of ineffective and inefficient grease traps / interceptors, and installation of new grease traps / interceptors as needed. The Backflow Prevention / Cross-Connection Control Program identifies sources of pollutants and contaminants to the public drinking water supply and affects controls by requiring appropriate prevention methods.

FOCUS:

Environmental Services will continue to protect Utility assets and the environment by continuing to diligently enforce the sewer use ordinances and educating our customers and users. The Industrial Pretreatment and Grease Waste Control Programs will assure full compliance with all applicable regulations through permitting, sampling, and inspections. Environmental Services has developed the Backflow Prevention / Cross-Connection Control Program into an organized system in compliance will federal, state, and local regulations. Environmental Services has a close working relationship with plumbing inspectors, fire marshals, Utility Engineering and Customer Service Divisions to assure new water services are equipped with appropriate protection devices or

assemblies and existing facilities, requiring such devices or assemblies are so equipped and tested annually.

PERSONNEL SCHEDULE

POSITION	CLASS	CURRENT	PROPOSED
Environmental Engineer	9	1	1
❖ Environmental Coordinator	7	1	1
♦ Environmental Specialist	5	1	1
❖ Industrial Pretreatment Coordinator	7	1	1
♦ Pretreatment Specialist	5	1	1

TEXARKANA WATER UTILITIES

ENVIRONMENTAL SERVICES- 750

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		309,721	357,134	324,622	366,265
Supplies		6,250	12,675	10,925	13,575
Repairs & Maintenance		1,968	6,985	2,760	6,985
Contractual Services		32,964	46,670	38,699	49,850
TOTAL		**350,903**	**423,464**	**377,006**	**436,675**
PERSONAL SERVICES					
511100	Supervision	63,720	63,033	62,116	66,350
511411	Maintenance & Oper	123,884	151,292	136,351	151,294
511412	M & O Overtime	537	2,500	179	2,500
511611	Temporary Labor	12,866	0	0	0
512111	Longevity	1,260	1,500	1,500	1,740
512112	Group Insurance	34,549	43,450	40,858	42,169
512114	Retirement	34,122	37,486	34,793	38,278
512115	Social Security	15,492	17,773	15,950	18,236
512116	Workmen's Comp	3,993	3,500	3,234	4,048
512118	Employee Screening	44	50	41	50
512121	Certification/License Pay	15,314	14,000	15,500	16,500
512100	Education & Training	3,940	22,550	14,100	25,100
TOTAL		**309,721**	**357,134**	**324,622**	**366,265**
SUPPLIES					
521100	Office Supplies	1,981	1,850	1,100	1,850
521200	Operating Supplies	275	1,000	700	1,000
521400	Safety	1,506	2,200	2,225	2,700
521700	Minor Tools	210	500	500	500
521900	Wearing Apparel	0	525	100	525
522300	Laundry & Janitorial	19	200	50	200
522500	Lab & Photo Sup & Exp	473	2,900	2,750	3,300
522700	Printing	1,786	3,500	3,500	3,500
TOTAL		**6,250**	**12,675**	**10,925**	**13,575**
REPAIRS & MAINTENANCE					
531200	Motor Vehicles	1,668	5,285	2,760	5,285
532100	Building R & M	300	1,700	0	1,700
TOTAL		**1,968**	**6,985**	**2,760**	**6,985**
CONTRACTUAL SERVICES					
541311	Communications	7,319	9,500	6,999	7,950

TEXARKANA WATER UTILITIES

ENVIRONMENTAL SERVICES- 750

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
543111	Garbage Hauling	16	1,750	0	1,750
543400	Insurance	2,721	3,420	2,500	3,400
543600	Laboratory Services	12,838	13,250	13,250	13,750
543900	Legal	300	650	650	650
544100	Maintenance Contracts	8,333	11,500	11,500	15,500
544900	Postage	116	300	300	300
545200	Power Purchases	1,264	3,750	1,500	4,000
545700	Special Services	57	2,550	2,000	2,550
TOTAL		**32,964**	**46,670**	**38,699**	**49,850**
TOTAL BUDGET		**350,903**	**423,464**	**377,006**	**436,675**

61.28%	Texas	267,595
38.72%	Arkansas	169,080
		436,675

Leary - 830/831

DESCRIPTION:

The main objective of this division is to track the maintenance and repairs to the Leary Water System and sewer system, which we operate by contract with the City of Leary.

FOCUS:

The focus of this division is to provide timely, professional, and courteous service to the Leary community.

PERSONNEL SCHEDULE

No permanently assigned personnel. Personnel are assigned from various divisions as needed.

Time and other expenses are charged to this division when maintenance or other work is performed for Leary.

TEXARKANA WATER UTILITIES

LEARY- 830

(REIMBURSABLE)

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		5,881	8,861	6,671	8,999
Supplies		0	500	0	0
Repairs & Maintenance		4,173	9,100	2,830	7,500
Contractual Services		537	380	887	530
TOTAL		**10,591**	**18,841**	**10,388**	**17,029**
PERSONAL SERVICES					
511200	Supervision	75	550	132	800
511411	Maintenance & Oper	3,204	3,500	3,855	4,000
511412	Overtime	705	2,300	509	1,500
512112	Group Insurance	971	1,000	1,086	1,200
512114	Retirement	642	1,025	756	1,017
512115	Social Security	284	486	334	482
TOTAL		**5,881**	**8,861**	**6,671**	**8,999**
SUPPLIES					
521400	Safety	0	500	0	0
TOTAL		**0**	**500**	**0**	**0**
REPAIRS & MAINTENANCE					
533100	Water Treatment Equip	0	2,000	1,500	1,500
533212	Treated Water Tran Main	250	500	250	500
533311	Water Distribution Mains	957	2,000	0	1,500
533411	Water Services	763	1,500	0	1,500
533511	Fire Hydrants	0	500	0	0
534211	Sewer Collection	0	350	30	250
534594	Leary Lift Station R & M	867	250	220	250
534595	Leary-Chesterfield LS R & M	386	250	240	250
539998	Equipment Utilization	950	1,750	590	1,750
539999	Equipment Apportionment	0	0	0	0
TOTAL		**4,173**	**9,100**	**2,830**	**7,500**
CONTRACTUAL SERVICES					
543600	Laboratory Services	537	350	857	500
544900	Postage	0	30	30	30
TOTAL		**537**	**380**	**887**	**530**
TOTAL BUDGET		**10,591**	**18,841**	**10,388**	**17,029**

TEXARKANA WATER UTILITIES

LEARY- 830

(REIMBURSABLE)

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
100%	Texas				**17,029**

TEXARKANA WATER UTILITIES

LEARY- 831

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		6,723	8,621	4,732	8,142
Supplies		0	0	0	0
Repairs & Maintenance		216	0	0	225
Contractual Services		0	0	0	0
TOTAL		**6,939**	**8,621**	**4,732**	**8,367**
PERSONAL SERVICES					
511200	Supervision	272	550	0	600
511411	Maintenance & Oper	33	700	50	1,000
511412	Overtime	0	100	25	100
512112	Group Insurance	18	200	0	200
512114	Retirement	49	218	0	200
512115	Social Security	23	103	0	130
512100	Education & Training	0	0	0	0
519998	Sal & Ben Transfers In	6,328	6,750	4,657	5,912
519999	Sal & Ben Transfers Out	0	0	0	0
TOTAL		**6,723**	**8,621**	**4,732**	**8,142**
SUPPLIES					
521100	Office Supplies & Exp	0	0	0	0
521200	Operating Supplies	0	0	0	0
521400	Safety	0	0	0	0
521700	Minor Tools	0	0	0	0
521900	Wearing Apparel	0	0	0	0
522300	Laundry & Janitorial	0	0	0	0
522500	Lab & Photo Supplies	0	0	0	0
522700	Printing	0	0	0	0
522800	Chemicals-Lake	0	0	0	0
TOTAL		**0**	**0**	**0**	**0**
REPAIRS & MAINTENANCE					
531200	Motor Vehicles	0	0	0	0
531700	Machinery & Equip	0	0	0	0
531800	Signal Equipment	0	0	0	0
532100	Building R & M	0	0	0	0
533100	Water Treatment Equip	0	0	0	0
532111	Raw Water Tran Main	0	0	0	0
533311	Water Distribution Mains	0	0	0	25
533411	Water Services R&M	216	0	0	200
TOTAL		**216**	**0**	**0**	**225**
CONTRACTUAL SERVICES					
541311	Communications				

TEXARKANA WATER UTILITIES

LEARY- 831

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
541700	Rentals	0	0	0	0
541900	Fees & Permits	0	0	0	0
543400	Insurance	0	0	0	0
543600	Laboratory Services	0	150	0	0
544100	Maintenance Contracts	0	0	0	0
544900	Postage	0	0	0	0
545200	Power Purchases	0	0	0	0
545700	Special Services	0	0	0	0
TOTAL		**0**	**0**	**0**	**0**
TOTAL BUDGET		**6,939**	**8,621**	**4,732**	**8,367**
100%	Texas				**8,367**

Miller County Public Water Authority – 833/834

DESCRIPTION:

The main objective of this division is to track the maintenance and repairs to the Miller County Public Water Authority Water System (MCPWA), which we operate by contract with the MCPWA.

FOCUS:

The focus of this division is to provide timely, professional, and courteous service to the Genoa area of Texarkana, Arkansas serviced by the MCPWA.

PERSONNEL SCHEDULE

No permanently assigned personnel. Personnel are assigned from various divisions as needed.

Time and other expenses are charged to this division when maintenance or other work is performed for MCPWA.

TEXARKANA WATER UTILITIES

MILLER COUNTY PUBLIC WATER AUTHORITY- 833

(REIMBURSABLE)

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		0	2,154	0	2,154
Supplies		21	250	0	50
Repairs & Maintenance		2,462	6,325	3,287	7,875
Contractual Services		0	0	0	0
TOTAL		**2,483**	**8,729**	**3,287**	**10,079**
PERSONAL SERVICES					
511200	Supervision	0	700	0	700
511411	Maintenance & Oper	0	500	0	500
511412	Overtime	0	500	0	500
512112	Group Insurance	0	50	0	50
512114	Retirement	0	274	0	274
512115	Social Security	0	130	0	130
512100	Education & Training	0	0	0	0
519998	Sal & Ben Transfers In	0	0	0	0
519999	Sal & Ben Transfers Out	0	0	0	0
TOTAL		**0**	**2,154**	**0**	**2,154**
SUPPLIES					
521100	Office Supplies & Exp	0	0	0	0
521200	Operating Supplies	0	0	0	0
521400	Safety	21	250	0	50
521700	Minor Tools	0	0	0	0
522300	Laundry & Janitorial	0	0	0	0
TOTAL		**21**	**250**	**0**	**50**
REPAIRS & MAINTENANCE					
533100	Water Treatment Equip	386	1,500	175	500
533113	Booster Station Equip	0	0	0	0
533212	Treated Water Trans Mains	0	750	0	300
533311	Water Distribution Mains	0	0	1,907	1,000
533411	Water Services	2,076	4,000	1,205	6,000
533511	Fire Hydrants	0	75	0	75
533612	Other Tanks & Reservoirs	0	0	0	0
539998	Equipment Utilization	0	0	0	0
539999	Equipment Apportionment	0	0	0	0
TOTAL		**2,462**	**6,325**	**3,287**	**7,875**

TEXARKANA WATER UTILITIES

MILLER COUNTY PUBLIC WATER AUTHORITY- 833

(REIMBURSABLE)

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
CONTRACTUAL SERVICES					
541311	Communications	0	0	0	0
541700	Rentals	0	0	0	0
541900	Fees & Permits	0	0	0	0
543400	Insurance	0	0	0	0
545200	Power Purchases	0	0	0	0
545700	Special Services	0	0	0	0
TOTAL		**0**	**0**	**0**	**0**
TOTAL		**0**	**0**	**0**	**0**
TOTAL BUDGET		**2,483**	**8,729**	**3,287**	**10,079**
100%	Arkansas				**10,079**

TEXARKANA WATER UTILITIES

MILLER COUNTY PUBLIC WATER AUTHORITY- 834

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
EXPENDITURES					
Personal Services		6,993	11,899	4,565	14,062
Supplies		0	0	0	0
Repairs & Maintenance		1,370	3,600	900	3,600
Contractual Services		0	200	0	200
TOTAL		**8,363**	**15,699**	**5,465**	**17,862**
PERSONAL SERVICES					
511200	Supervision	907	1,400	785	1,950
511411	Maintenance & Oper	3,051	4,000	1,505	4,000
511412	Overtime	1,054	3,000	452	2,500
512112	Group Insurance	825	1,500	1,171	3,611
512114	Retirement	807	1,356	442	1,355
512115	Social Security	349	643	210	646
512100	Education & Training	0	0	0	0
TOTAL		**6,993**	**11,899**	**4,565**	**14,062**
SUPPLIES					
521100	Office Supplies & Exp	0	0	0	0
521200	Operating Supplies	0	0	0	0
521400	Safety	0	0	0	0
521700	Minor Tools	0	0	0	0
522300	Laundry & Janitorial	0	0	0	0
522700	Printing	0	0	0	0
TOTAL		**0**	**0**	**0**	**0**
REPAIRS & MAINTENANCE					
533100	Water Treatment Equip	0	0	0	0
532111	Raw Water Tran Main	0	0	0	0
533311	Water Distribution Mains	0	0	0	0
533411	Water Services	85	100	0	100
533511	Fire Hydrants	0	0	0	0
539998	Equipment Utilization	1,285	3,500	900	3,500
TOTAL		**1,370**	**3,600**	**900**	**3,600**
CONTRACTUAL SERVICES					
541311	Communications	0	0	0	0
541700	Rentals	0	0	0	0
541900	Fees & Permits	0	0	0	0

TEXARKANA WATER UTILITIES

MILLER COUNTY PUBLIC WATER AUTHORITY- 834

		Actual 19-20	*Budget 20-21*	*Revised 20-21*	*Budget 21-22*
543600	Laboratory Services	0	150	0	150
544900	Postage	0	50	0	50
545200	Power Purchases	0	0	0	0
545700	Special Services	0	0	0	0
TOTAL		**0**	**200**	**0**	**200**
TOTAL BUDGET		**8,363**	**15,699**	**5,465**	**17,862**
100%	Arkansas				**17,862**

Section V

Debt Services

TEXARKANA WATER UTILITIES

COMBINED ARKANSAS AND TEXAS DEBT SERVICE

All Revenue Bonds

	Total Principal	Total Interest	Principal & Interest
2022	1,323,862.30	225,435.74	1,549,298.04
2023	1,372,893.65	180,786.89	1,553,680.54
2024	1,158,453.18	135,805.36	1,294,258.54
2025	1,051,594.95	92,653.33	1,144,248.28
2026	243,860.05	51,375.26	295,235.31
2027	120,000.00	44,393.78	164,393.78
2028	125,000.00	39,293.78	164,293.78
2029	130,000.00	33,668.78	163,668.78
2030	135,000.00	27,818.78	162,818.78
2031	145,000.00	21,575.02	166,575.02
2032	150,000.00	14,868.76	164,868.76
2033	155,000.00	7,556.26	162,556.26
	6,110,664.13	**875,231.74**	**6,985,895.87**

TEXARKANA ARKANSAS WATER UTILITIES

CITY OF TEXARKANA, ARKANSAS PUBLIC FACILITIES BOARD

All Revenue Bonds

Schedule of Principal and Interest

Fiscal Year	Total Principal	Total Interest	Total Principal & Interest
2022	1,043,862.30	157,079.46	1,200,941.76
2023	1,082,893.65	118,120.61	1,201,014.26
2024	1,053,453.18	77,924.08	1,131,377.26
2025	941,594.95	38,972.05	980,567.00
2026	128,860.05	2,093.98	130,954.03
Totals	**4,250,664.13**	**394,190.18**	**4,644,854.31**

TEXARKANA ARKANSAS WATER UTILITIES

CITY OF TEXARKANA, ARKANSAS PUBLIC FACILITIES BOARD

2001 Sewer Facilities Construction Revenue Bond

Schedule of Principal and Interest

(Remaining of Original $1,000,000)

Fiscal Year	Rate	Principal October 15	Interest October 15	Principal April 15	Interest April 15	Total Principal & Interest
2022	3.25%	32,060.00	2,135.00	32,581.00	1,614.00	68,390.00
2023	3.25%	33,110.00	1,085.00	33,629.00	546.00	68,370.00
		65,170.00	**3,220.00**	**66,210.00**	**2,160.00**	**136,760.00**

Sewer 100%

TEXARKANA ARKANSAS WATER UTILITIES

CITY OF TEXARKANA, ARKANSAS PUBLIC FACILITIES BOARD

2004A Water Facilities Acquistion Revenue Bond

Schedule of Principal and Interest

(Remaining of Original $2,170,000)

Fiscal Year	Rate	Principal October 15	Interest October 15	Principal April 15	Interest April 15	Total Principal & Interest
2022	3.25%	67,363.00	6,840.00	68,457.00	5,746.00	148,406.00
2023	3.25%	69,570.00	4,633.00	70,700.00	3,503.00	148,406.00
2024	3.25%	71,850.00	2,353.00	72,990.00	1,186.00	148,379.00
		726,581.00	**163,855.00**	**738,360.00**	**152,049.00**	**1,780,845.00**

Water 100%

TEXARKANA ARKANSAS WATER UTILITIES

CITY OF TEXARKANA, ARKANSAS PUBLIC FACILITIES BOARD

2004B Water Facilities Improvement Revenue Bond

Schedule of Principal and Interest

(Remaining of Original $3,830,000)

Fiscal Year	Rate	Principal October 15	Interest October 15	Principal April 15	Interest April 15	Total Principal & Interest
2022	3.25%	113,280.25	17,685.75	115,121.05	15,844.95	261,932.00
2023	3.25%	116,991.77	13,974.23	118,892.88	12,073.12	261,932.00
2024	3.25%	120,824.89	10,141.11	122,788.29	8,177.71	261,932.00
2025	3.25%	124,783.61	6,182.39	126,811.34	4,154.66	261,932.00
2026	3.25%	128,860.05	2,093.98			130,954.03
		1,475,492.89	**358,019.15**	**1,368,515.58**	**334,042.42**	**3,536,070.04**

Water 100%

TEXARKANA ARKANSAS WATER UTILITIES

CITY OF TEXARKANA, ARKANSAS PUBLIC FACILITIES BOARD

2007 Waterworks Facilities Revenue Refunding Bonds

Schedule of Principal and Interest

(Remaining of Original $9,085,000)

Fiscal Year	Rate	Principal September 1	Interest March 1	Interest September 1	Total Principal & Interest
2022	4.050%	615,000.00	53,606.88	53,606.88	722,213.76
2023	4.100%	640,000.00	41,153.13	41,153.13	722,306.26
2024	4.125%	665,000.00	28,033.13	28,033.13	721,066.26
2025	4.150%	690,000.00	14,317.50	14,317.50	718,635.00
Totals		**7,165,000.00**	**1,100,400.06**	**1,100,400.06**	**9,365,800.12**

Water	98.4%
Sewer	1.6%

TEXARKANA TEXAS WATER UTILITIES

CITY OF TEXARKANA, TEXAS

All Revenue Bonds

Schedule of Principal and Interest

Fiscal Year	Total Principal	Total Interest	Total Principal & Interest
2022	280,000.00	68,356.28	348,356.28
2023	290,000.00	62,666.28	352,666.28
2024	105,000.00	57,881.28	162,881.28
2025	110,000.00	53,681.28	163,681.28
2026	115,000.00	49,281.28	164,281.28
2027	120,000.00	44,393.78	164,393.78
2028	125,000.00	39,293.78	164,293.78
2029	130,000.00	33,668.78	163,668.78
2030	135,000.00	27,818.78	162,818.78
2031	145,000.00	21,575.02	166,575.02
2032	150,000.00	14,868.76	164,868.76
2033	155,000.00	7,556.26	162,556.26
Totals	**1,860,000.00**	**481,041.56**	**2,341,041.56**

TEXARKANA TEXAS WATER UTILITIES

CITY OF TEXARKANA, TEXAS

2013 Waterworks and Sewer System Revenue Bonds (Projected)

Schedule of Principal and Interest

(Remaining of Original $2,200,000)

Fiscal Year	Rate	Interest February 1	Interest August 1	Principal August 1	Total Principal & Interest
2022	3.500%	32,528.14	32,528.14	100,000.00	165,056.28
2023	3.500%	30,778.14	30,778.14	105,000.00	166,556.28
2024	4.000%	28,940.64	28,940.64	105,000.00	162,881.28
2025	4.000%	26,840.64	26,840.64	110,000.00	163,681.28
2026	4.250%	24,640.64	24,640.64	115,000.00	164,281.28
2027	4.250%	22,196.89	22,196.89	120,000.00	164,393.78
2028	4.500%	19,646.89	19,646.89	125,000.00	164,293.78
2029	4.500%	16,834.39	16,834.39	130,000.00	163,668.78
2030	4.625%	13,909.39	13,909.39	135,000.00	162,818.78
2031	4.625%	10,787.51	10,787.51	145,000.00	166,575.02
2032	4.875%	7,434.38	7,434.38	150,000.00	164,868.76
2033	4.875%	3,778.13	3,778.13	155,000.00	162,556.26
Totals		**238,315.78**	**238,315.78**	**1,495,000.00**	**1,971,631.56**

TEXARKANA TEXAS WATER UTILITIES

CITY OF TEXARKANA, TEXAS

2020 General Obligation Refunding Bonds

Schedule of Principal and Interest

(Refunded 04 W&S Bonds)

Date	Rate	Principal	Interest	Total Principal & Interest
9/30/22	1.20%	180,000.00	3,300.00	183,300.00
9/30/23	1.20%	185,000.00	1,110.00	186,110.00
Totals		**365,000.00**	**4,410.00**	**369,410.00**
Sewer	100%			

CITY OF TEXARKANA, AR
BOARD OF DIRECTORS

AGENDA TITLE:	Adopt a Resolution for the City Manager to enter into a lease agreement on behalf of the Texarkana, Arkansas Police Department (TAPD) with the Airport Authority for use of property and building located at 3801 E. 19th Street. (TAPD) Lt. Scott Megason
AGENDA DATE:	November 1, 2021
ITEM TYPE:	Ordinance☐ Resolution☒ Other☐:
DEPARTMENT:	TAPD
PREPARED BY:	Heather Soyars, City Clerk
REQUEST:	Lease agreement.
EMERGENCY CLAUSE:	N/A
SUMMARY:	This is a non-aeronautical use agreement between the City and TXK Regional Airport. The building and parking will be used by TAPD for an Emergency Operations Center, Office Space and Vehicle/Equipment Storage. Rent is $33,075.00 per square foot, per year. Ground rent is subject to CPI adjustments.
EXPENSE REQUIRED:	
AMOUNT BUDGETED:	
APPROPRIATION REQUIRED:	
RECOMMENDED ACTION:	The City Manager and staff recommend approval.
EXHIBITS:	Resolution, Lease Agreement and Appraisal Report

RESOLUTION NO. _____

WHEREAS, it has come to the attention of the City and the Airport Authority that it is necessary to enter into a current lease covering the occupancy of 3801 E. 19th Street by the Texarkana, Arkansas Police Department (TAPD) and utilized for an Emergency Operations Center, Office Space and Vehicle/Equipment Storage and minor repair; and

WHEREAS, in addition to providing certainty with respect to parties' respective rights and obligations as relate to said occupancy, a current lease meeting certain specifications set out by the Federal Aviation Administration (FAA) is also a general requirement of FAA policies, including, without limitation, in connection with FAA periodic review overall general airport and Airport Authority operations and FAA review of certain grant requests; and

WHEREAS, upon investigation, and upon information and belief, it has been determined that an annual rental rate of $33,075.00 (in equal monthly installments) for use and occupancy by a police department is reasonable and within FAA specifications; and

WHEREAS, in recognition and consideration of certain public safety training provided to airport personnel by TAPD, the Airport has agreed to pay to the City an annual amount of $25,121.00 (in equal monthly installments); and

WHEREAS, the City Manager and the Executive Director of Aviation for the Airport Authority recommend approval;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Texarkana, Arkansas, that the lease of space at the Airport to the City is approved; the City Manager is hereby authorized and directed to enter into a lease agreement with the Airport Authority containing the terms herein stated and otherwise in form and substance acceptable to the City Manager and City Attorney; and, to the extent necessary, the City's

FY2021 Budget is amended to provide for any necessary appropriation for rental expense, the rental expenditure, and the receipt of all training funds paid by the Airport Authority to the City as contemplated herein.

PASSED AND APPROVED this 1st day of November, 2021.

_____
Allen L. Brown, Mayor

ATTEST:

_____
Heather Soyars, City Clerk

APPROVED:

_____
George Matteson, City Attorney

NON-AERONAUTICAL USE AGREEMENT OF LEASE

BETWEEN

Name/Org._____ Street Address: _____ City/State/Zip Code: _____ ("LESSEE")	**&**	**TEXARKANA REGIONAL AIRPORT AUTHORITY** 201 Airport Dr Texarkana, Arkansas 71854 ("LESSOR")

DATED: _____

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TEXARKANA
REGIONAL AIRPORT

AGREEMENT OF LEASE

BETWEEN

TEXARKANA REGIONAL AIRPORT AUTHORITY

AND

CITY OF TEXARKANA, ARKANSAS

(On Behalf of the Texarkana, Arkansas Police Department, an agent of the City of Texarkana, Arkansas)

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AGREEMENT OF LEASE
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AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE, made by and between the **TEXARKANA REGIONAL AIRPORT AUTHORITY** ("Lessor") and **CITY OF TEXARKANA, ARKANSAS**, o*n behalf of the Texarkana, Arkansas Police Department, an agency of the City of Texarkana, Arkansas* and organized under the laws of the State of _____, having offices at _____, and authorized to do business in the State of Arkansas, as Lessee ("Lessee").

RECITALS:

WHEREAS, Lessor owns, operates, and maintains the Texarkana Regional Airport, ("Airport"); and,

WHEREAS, Lessee is a _____; and,

WHEREAS, Lessor and Lessee now desire to set forth the terms, covenants, and conditions for Lessee to lease premises at the Airport for Lessee's occupation of an Airport-owned building for the operations conducted by the Texarkana Arkansas Police Department;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Parties agree as follows:

SECTION 1. DEFINITIONS

The following terms set forth below, when used in this Agreement, shall be defined as follows:

(a) **Agreement** shall mean this Agreement of Lease, including any supplements, modifications, or amendments thereof.

(b) **Airport** shall mean the Texarkana Regional Airport and all property located within its boundaries located in Texarkana, Arkansas and Texarkana, Texas.

(c) **Airport Terminal and Terminal** means the passenger terminal building at the Airport.

(d) **Assigned Area** shall mean the area or areas at the Airport designated by this Agreement described on **Exhibit A** attached hereto and made part hereof subject to easements and rights-of-way of record, together with all buildings, structures, pavements, facilities, and other improvements now or hereafter constructed thereon, the equipment permanently affixed therein, such as electrical, plumbing, sprinkler, fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, tubes, conduits, equipment and fixtures and all paving, drains, culverts, ditches, and catch basins.

(e) **Commencement Date** shall mean _____.

(f) **Lessor** shall mean the Texarkana Regional Airport Authority through and by its Executive Director.

(g) **Executive Director** shall mean the Executive Director of the Texarkana Regional Airport or their designee.

(h) **Lessor's Associates** shall mean Lessor's officers, airport board of directors, engineers, consultants, contractors, commissioners, employees, and agents.

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 _____Lessee's Initials

(i) **FAA** shall mean the Federal Aviation Administration, or any successor agency.

(j) **Improvements** shall mean any and all buildings, pavements, fixtures, permanently affixed equipment, facilities (both above ground and below ground), and all other structures now or hereafter constructed on the Premises, and all additions, alterations, modifications, renovations, and replacements thereto.

(k) **Lease Year** shall mean the period beginning on the first day of _____, ending on the last day of _____, and each twelve-month period thereafter, until the termination of this Agreement

(l) **Lessee** shall mean _____, its successors or assigns, as permitted herein.

(m) **Lessee's Associates** shall mean any of its sublessees, officers, employees, engineers, consultant's, contractors, subcontractors, commissioners, customers, invitees, guests, agents, or anyone acting by, through, or under Lessee's direction and/or control.

(n) **Premises** shall mean the areas specifically and fully described in the Exhibits to this Agreement of Lease, between _____, and Lessor and also referred to as the "Premises".

(o) **Rent and Fees** shall mean the compensation paid to the Airport in order to conduct business or provide a service at the Airport.

(p) **Tenant** shall mean any individual, company, corporation, partnership or other entity who has an agreement, lease, permit, or license to conduct business on the Airport.

(q) **Termination Date** shall mean as set forth in **Section 3** of this Agreement.

(r) **TSA** shall mean the Transportation Security Administration, or any successor agency.

(s) **Term of this Agreement** or similar import shall mean the Term set forth in **Section 3** hereof, including the initial Term and any optional term(s), as applicable.

SECTION 2. LETTING

(a) Lessor hereby lets to Lessee and Lessee hereby leases from Lessor, the "Premises" as herein above defined in **Section 1** and shown on **Exhibit A** at the Texarkana Regional Airport, subject to Lessee's strict adherence to the terms, covenants, and conditions of this Agreement of Lease ("Agreement"). The Premises must be used solely for the purposes as described in **Section 5** hereof and for no other purposes.

(b) The parties agree that **Exhibit A** shows only an approximate depiction of the boundaries of the Premises.

(c) Lessor reserves the right to further develop and improve the Airport, including but not limited to all landing areas and taxiways of the Airport, as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.

(d) Except to the extent required for the performance of any of the obligations of Lessee hereunder, nothing contained in this Agreement shall grant to Lessee any rights whatsoever in the air space

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above the Premises. In that regard, Lessor reserves the right to take any action whatsoever that it considers necessary to protect the aerial approaches of the Airport against obstructions, including but not limited to, demolition or removal of structures upon the Premises, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure at the Premises which, in the opinion of Lessor, would limit the usefulness of or interfere with the operations at the Airport, or constitute a hazard to aircraft.

(e) This Agreement, and all provisions hereof, is subject and subordinate to the terms, covenants, and conditions of the instruments and documents under which Lessor acquired the Airport from the United States of America, State of Arkansas, and City of Texarkana, Arkansas, and shall be given only such effect as will not conflict or be inconsistent with the terms, covenants, and conditions contained in such instruments and documents and any existing or subsequent amendments thereto. This Agreement and all provisions hereof, is subject and subordinate to any ordinances, rules or regulations which have been, or may hereafter be adopted by Lessor pertaining to the Airport. This Agreement, and all provisions hereof, is subject and subordinate to the provisions of any agreement heretofore or hereafter made between Lessor and the United States Government relative to the operation or maintenance of the Airport, or the execution of which has been required as a condition precedent to the transfer of Federal rights or property to Lessor for Airport purposes, or the execution of which has been required as a condition precedent to the expenditure of Federal funds for the improvement or development of the Airport, including without limitation the expenditure of Federal funds for the development of the Airport under the provisions of the Federal Aviation Act of 1958, as codified in the United States Code, Title 49, as it has been amended from time to time. In addition, this Agreement is subordinate and subject to the provisions of all resolutions heretofore and hereafter adopted by Lessor in connection with any revenue bonds issued by Lessor with respect to the operations of the Airport, or any improvements to the Airport or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including without limitation, any pledge, transfer, hypothecation or assignment made at any time by Lessor to secure any such bonds.

(f) Lessor reserves unto itself, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Premises together with the right to cause in said airspace such noise and other intrusions as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for aircraft landing on, taking off from, or operating at the Airport.

(g) Lessee, Lessee's Associates, its successors and assigns, agrees to restrict the height of structures, objects of natural growth and other obstructions on the Premises to a height in order to comply with all provisions of this Agreement and all applicable Federal Aviation Regulations, including but not limited to 14 CFR Part 77.

(h) Lessee expressly agrees, for itself, Lessee's Associates, its successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute a hazard to aircraft or others.

(i) Lessor reserves the right to maintain such utility easements on the Premises as may now or in the future be determined to be necessary to serve the needs of the Airport, and Lessee agrees to take the Premises subject to said easement requirements. Such easements will be used for, but not limited to, the installation of water distribution, sewage collection, underground electrical, telephone and telecommunications conduits, above ground street lighting and power poles. However, it is understood and agreed that Lessor will restore any improvements which Lessee has made, if such

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improvements are materially damaged by any installation made by Lessor. Furthermore, Lessor shall take reasonable steps to ensure that any such installation be the least disruptive to Lessee's operations.

(j) **CONDITION AND USE OF THE PREMISES AND LEASEHOLD IMPROVEMENTS.** Lessor makes no representations or warranties whatsoever as to: (i) the condition of the Premises, or (ii) whether the Premises, or any part thereof, is in compliance with applicable Federal, State, and Municipal laws, ordinances, rules, or regulations, including without limitation, City ordinances, rules and regulations; or (iii) the permitted or available uses of the Premises under any applicable Federal, State, and Municipal laws, ordinances, rules, or regulations, including without limitation those of Lessor. Lessor makes no representations or warranties whatsoever as to the legality, permissibility, or availability of any use of the Premises that may be contemplated by Lessee. **Lessor makes no representations or warranties concerning habitability or fitness for any particular purpose.** Lessee specifically obligates itself to conduct its own due diligent investigation as to the Premises and the suitability thereof for Lessee's purposes. The Premises and all components thereof are hereby demised in "**AS IS CONDITION**" and "**WITH ALL FAULTS**." Lessee represents, acknowledges, and agrees that it has had sufficient opportunity to inspect the Premises, and all components thereof, and hereby accepts the Premises, and all components thereof, in "**AS IS CONDITION**" and "**WITH ALL FAULTS**." Lessee hereby **ASSUMES ALL RISK** of non-compliance of the Premises, or any part thereof, with any Federal, State, and Municipal laws, ordinances, rules, or regulations, including without limitation, any Lessor rules, or regulations. Upon receipt of notice of any non-compliance with any such laws, ordinances, rules or regulations, Lessee hereby agrees to make any and all repairs, alterations, and additions to the Premises and to take all corrective measures as may be necessary to bring the Premises into compliance with all laws, ordinances, rules and regulations. Lessee shall not be entitled to any adjustment of any rentals hereunder on account of the condition of the Premises or any failure of any of the component parts to be in working order or because of any necessity of Lessee to repair or take corrective actions with respect to any part thereof or because of the inability of obtaining or any delay in obtaining any required development approvals from any governmental body having jurisdiction, including but not limited to local agencies. Furthermore, Lessee hereby releases Lessor and Lessor's Associates of any and all claims and liabilities whatsoever on account of the condition of the Premises or any failure of any of the component parts to be in working order or because of any necessity of Lessee to repair or take corrective actions with respect to any part thereof, or the necessity for obtaining any development approvals from any governmental body, including without limitation local agencies. In the event of any conflict between these provisions and any other provisions of this Agreement, the provisions of this subparagraph (j) shall control. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that: (1) this subparagraph (j) is not intended to address or apply to the release of any "Materials" (as hereinafter defined in **Section 14**) at the Premises, and (2) with respect to any such Materials, the provisions of **Section 14** shall apply.

SECTION 3. TERM

(a) The **Term** of this Agreement shall be for five (5) years, beginning on the Commencement Date of _____**(month)** _____**(day)**, 20_____, and shall terminate on _____**(month)** _____**(day)**, 20_____. ("Termination Date"), unless sooner terminated as provided herein.

(b) Lessee covenants and agrees to yield and deliver peaceably and promptly to Lessor, possession of the Premises, on the date of cessation of the letting, whether such cessation be by termination, expiration or otherwise. Lessee shall surrender the Premises in the condition required under **Section 9**. All maintenance and repairs shall be completed prior to surrender. Lessee shall deliver to Lessor all keys

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to the Premises immediately upon surrender. Lessee shall at its expense take all actions required by Federal, State, and Municipal laws, ordinances, rules, or regulations to remove from the Premises any hazardous substances or other Materials, whether stored in drums, or found in vats, containers, distribution pipelines, or the like or discharged into the ground. All such substances shall be removed by Lessee in a manner that complies with all applicable Federal, State, and Municipal laws, rules and regulations and the provisions of **Section 14** shall be applicable.

(c) Lessor, through its authorized agents or employees, at all reasonable times, and after notice to Lessee when practical, shall have the right to enter the Premises to show the Premises to potential interested tenants during Lessee's regular business hours with at least twenty-four (24) hours advance notice, if Lessee is in default of this Agreement, or if Lessee has not exercised any remaining renewal option with less than one (1) year remaining on the term of the Agreement.

(d) No agreement of surrender or to accept a surrender of this Agreement shall be valid unless and until same shall have been reduced to writing and signed by the duly authorized representatives of Lessor and of Lessee. Except as expressly provided in this Agreement, neither the doing of nor any omission to do any act or thing by any of Lessor's Associates shall be deemed an acceptance of a surrender of letting under this Agreement.

(e) In the event Lessee remains in possession of the Premises after expiration or termination of this Agreement without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Agreement, nor waive any default under this Agreement and Lessor may terminate such occupancy as a tenancy at-will in accordance with State law. During such holdover tenancy, Lessee shall remain bound by all terms, covenants, and conditions of this Agreement, and Lessee shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the improvements at fair market value based on Lessor's survey of rent for similarly situated facilities at the Airport and at other airports (which Lessor shall determine in its sole discretion). Said holdover tenancy shall be subject to Lessor's termination and repossession of the Premises at any time. Lessee shall be liable to Lessor for all loss or damage on account of any holding over against Lessor's will after the expiration or termination of this Agreement, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by Lessor from Lessee after the expiration, termination or cancellation of this Agreement or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Agreement, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of Lessor to retake and resume possession of the Premises.

(f) This Agreement may be modified, altered or expanded with the written approval of all parties signatory to this document.

(g) The expiration or termination of this Agreement shall not relieve Lessee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective termination date. Upon the expiration or termination of this Agreement, Lessee shall cease forthwith all operations upon the Premises, shall immediately vacate the Premises, and shall pay in full all fees and other amounts payable to Lessor as set forth in this Agreement, then due and owing.

SECTION 4. PREMISES AND PRIVILEGES

(a) Lessor hereby leases to Lessee and Lessee leases from Lessor the Premises located at the Airport consisting of an approximately 6,615 SQ Ft. building and 9,522 SQ. Ft. of parking, sited on 3.27

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acres, situated at **3801 E. 19th Street, Texarkana, Arkansas 71854**, more particularly identified and shown on **Exhibit A** attached hereto, together with any and all rights, privileges, easements, and appurtenances now or hereafter constructed or belonging on the Premises, subject, however, to all liens, easements, restrictions, and other encumbrances of record. The additional portion of the building more recently constructed on the Premises will not be included in the rentals for the Premises, however, that portion of the building, along with the rest of the Premises, will become property of Lessor upon termination or expiration of this Agreement, without compensation to Lessee, and free of all liens and claims.

(b) Any subsequent modification of areas occupied by Lessee will be mutually determined by Lessee and Lessor and will be accomplished by executing revised exhibits accompanied by a written amendment as provided in this Agreement.

(c) Lessee shall provide vehicle parking for its employees, in accordance with the minimum standards adopted by the Airport and the City code of Texarkana, Arkansas, which parking shall be the responsibility of Lessee. Lessee, and Lessee's Associates, shall have ingress and egress to the Premises via appropriate public ways to be used in common with other tenants and users of the Airport, provided that Lessor may, from time to time, substitute other suitable means of ingress and egress, so long as an alternate adequate means of ingress and egress is available.

(d) Lessor may at any time temporarily or permanently close or consent to or request the closing of any street, roadway, and any other area at the Airport presently or hereafter used as such, so long as an alternate adequate means of ingress and egress is made available to the Premises. Lessee hereby releases and discharges Lessor, or Lessor's Associates, successors and assigns, of and from any and all claims, demands or causes of action which Lessee may now or at any time hereafter have against any of the foregoing arising or alleged to arise out of the closing of any street, roadway, or other area used as such, whether within or outside the Airport, provided that Lessor makes available to the Premises an adequate means of ingress and egress.

SECTION 5. USE OF THE PREMISES.

(a) Lessee covenants and agrees to use and occupy the Premises at all times **only** for the purposes of occupying an Airport-owned building for the operations conducted by the Texarkana Arkansas Police Department and any other improvements necessary for such operation, which together with the Premises itself, shall be limited to non-aeronautical purposes. Lessee shall comply with the Minimum Standards adopted by the Airport as they may be amended from time to time and all other all rules, regulations, and requirements set forth by any Federal, State, and Municipal government body having jurisdiction. Any other activities not specifically enumerated above regarding the use and occupancy of the Premises shall be subject to the prior written approval of Lessor.

(b) Lessee shall be **expressly prohibited** from providing the following services:

1. Terminal facilities for scheduled passenger airline operations which would normally be accommodated in the Airport Terminal.

2. Restaurant, coffee shop, lounge or cafeteria (except a cafeteria provided solely for the employees, guests, contractors, and vendors of Lessee).

3. Any and all types of public parking, pay for parking, or any type of operation that competes with Lessor parking lots and garage.

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 ____ Lessee's Initials

4. Any and all types of automobile rental, maintenance, parking, or storage, or any type of operation that competes with Lessor authorized on-airport automobile rental businesses and/or activities.

5. Sale of alcoholic beverages.

6. Sale of non-aviation products, except company products in company store.

7. Any use prohibited by law.

8. Lessee shall not park or store or allow the parking or storage of any vehicles whatsoever on the Premises that are not used in the operation permitted to be conducted on the Premises.

(c) It is not the intent of this Agreement to grant Lessee the exclusive right to provide any or all of the services described in this section at any time during the term of this Agreement; provided, however, that Lessee shall have the exclusive right to provide such services on the Premises. Lessor reserves the right, at its sole discretion, to grant others certain rights and privileges at the Airport which are identical in part or in whole to those granted to Lessee. However, Lessor does covenant and agree that:

1. It shall enforce all minimum operating standards or requirements for all aeronautical and non-aeronautical endeavors and activities conducted at the Airport.

2. No other tenant performing the same services will be permitted to operate at the Airport under rates, terms, or conditions which are more favorable than those set forth in this Agreement.

3. It will not permit the conduct of any commercial endeavor or activity at the Airport except under an approved lease and operating agreement.

(d) Storage on the Premises shall be primarily for non-aeronautical purposes, including, but not limited to, vehicle and equipment storage and other improvements necessary for Lessee's operation permitted to be conducted on the Premises. Lessee shall not store on the Premises any inoperable equipment, or materials likely to create an Airport hazard or appear to be discarded or unsightly to the public and other Airport users; shall not use areas outside of enclosed buildings for storage; and shall store trash in covered metal receptacles approved by Lessor.

(e) Lessee covenants and agrees that it will not do nor permit anything to be done upon or about the Premises that in any way interferes with the rights of tenants, owners, or occupants of adjoining property, or that conflicts with Federal, State, and Municipal laws, rules, or the regulations of any department, board, or bureau thereof, or that creates a nuisance, or that is dangerous to the life or safety of persons on or about the Premises. Should a conflict arise between Lessee and other tenants at the Airport regarding the scope of privileges, the Executive Director of Lessor or their designee will serve as the arbiter. Lessee has the right to appeal to Lessor and agrees to abide by its decision. Upon written notice, Lessor has the right to amend the Agreement to avoid violation of existing agreements or violation of Federal grant assurances concerning discrimination among other tenants and similar provisions.

SECTION 6. RENTALS, FEES, AND CHARGES

(a) Rentals for the Premises shall be:

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_____ Cents per square foot per year for land; and
_____ and 00/100 Dollars ($0.00) per square foot per year for Lessor Owned Buildings.

(b) The annual rental, subject to adjustment as hereinafter provided, shall be paid by Lessee in twelve (12) equal monthly installments, together with all applicable sales taxes thereon.

(c) The annual rental payable during the first (1st) Lease Year shall be _____ Dollars ($), plus applicable sales taxes. The monthly installment payment of rentals during the first Lease Year shall be _____ Dollars ($) each month, plus applicable sales taxes, as set forth on **Exhibit B**, attached hereto and made a part hereof. **Exhibit B** shall be updated each time the rental required herein is adjusted**.** Rental shall be subject to annual CPI adjustments as provided for in **Section 6(f)**.

(d) The "Rent Commencement Date," unless otherwise specified in this Agreement, shall be the same date as the Commencement Date, as defined in **Section 3(a)**. In the event the Commencement Date does not fall on the first (1st) day of a calendar month, rent during any partial month shall be prorated on the basis of a thirty (30) day month, and shall be due payable on or before the Commencement Date.

(e) During the term hereof, Lessee shall pay as additional rent, any expenses payable to Lessor or any other person which are required to be incurred by Lessee pursuant to the provisions of this Agreement.

(f) **CONSUMER PRICE INDEX (CPI) ADJUSTMENT.** Effective_____2021 and each _____ thereafter (Adjustment Date), the rental provided to be paid in **Section 6(a)** above is subject to CPI adjustment annually as follows. Commencing on _____, 2021, said rentals shall be adjusted by Lessor based on the percentage increase in the CPI for the previous _____. Said CPI is the Consumer Price Index (All Urban Consumers) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or the generally accepted national replacement or successor index, as readjusted to the base month, and computed by comparison of the _____ index with the index of the preceding _____. In no event shall the rental rate decrease due to a decrease in the CPI. Said rentals are due and payable monthly on or before the first day of each month during the term of this Agreement.

(g) It is understood and agreed that if a rental and/or other fees adjustment is required or made hereunder, the previous rental and/or other fees then being paid shall continue until Lessor provides notice of the adjusted rent amount and/or other fees. Any rental adjustment shall be retroactive to the Adjustment Date. The sum constituting the rental adjustment for the months of the period which have passed prior to the determination of the amount of the rental adjustment shall be due and payable within thirty (30) calendar days after such determination.

(h) Upon determining a rental and/or other fee adjustment, Lessor shall advise Lessee of the new monthly rental installment and/or other fees for such period, which shall be accompanied by evidence supporting the manner in which the new adjusted rent and/or other fees was determined, which evidence shall be in sufficient detail to enable Lessee to verify the calculations.

(i) Rental for a portion of a month shall be pro-rated. Payments shall be made in lawful money of the United States, free from all claims, demands, set offs, or counterclaims of any kind against Lessor.

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Any payments not paid when due shall be subject to the maximum interest allowable under Arkansas State Law.

(j) If requested by Lessor, Lessee shall employ an independent Certified Public Accountant who shall furnish a written audit to Lessor within ninety (90) days of the last day of the preceding Lease Year. The Statement shall include the opinion that the rentals and fees paid by Lessee to Lessor during the preceding Lease Year pursuant to this Agreement were made in accordance with the terms of this Agreement.

(k) Should any examination, inspection, and audit of Lessee's books and records by Lessor disclose an underpayment by Lessee in excess of five percent (5%) of the total rentals or payments due, Lessee shall promptly reimburse Lessor for all costs incurred in the conduct of such examination, inspection, and audit in addition to remitting the amount of such underpayment plus the maximum interest rate allowable under Arkansas State Law. In the event that Lessor deems it necessary to utilize the services of legal counsel in connection with such examination, inspection, and/or audit, and such examination, inspection, or audit results in reimbursement to Lessor, Lessee shall reimburse Lessor for reasonable attorney's fees and litigation expenses in addition to any deficiencies due.

(l) All rentals payable by Lessee to Lessor hereunder is due and owing, in advance, **without notice or demand** and without deduction or offset, on or before the first day of each and every calendar month or annually in advance throughout the term of this Agreement. Rent for any portion of a month shall be prorated on a daily basis. Any other payments due or reimbursable to Lessor by Lessee hereunder shall be paid when incurred or immediately upon receipt of Lessor's invoice therefore and shall be deemed delinquent if not paid within ten (10) days of the date due. Payments shall be made to the offices of the Texarkana Regional Airport Authority, **201 Airport Drive, Texarkana, AR 71854**, or at such other place as Lessor may hereafter notify Lessee and shall be made in legal tender of the United States.

(m) Without waiving any other right of action available to Lessor in the event of monetary default hereunder, in the event that Lessee is delinquent for a period of ten (10) days or more in payment of any rents or other sums due to Lessor pursuant to this Agreement, Lessee shall pay to Lessor interest thereon at the maximum allowable rate permitted by Arkansas State Law per annum from the date such rents or other sums were due and payable until paid. Such interest shall not accrue with respect to disputed charges being contested in good faith by Lessee.

(n) If, at any time, Lessee shall become entitled to an abatement of rental by the provisions of this Agreement or otherwise, the abatement of rental shall be made on an equitable basis taking into consideration the amount and character of the space, the use of which is denied to Lessee as compared with the entire Premises, and the period of time for which such use is denied to Lessee.

SECTION 7. UTILITIES AND TAXES

(a) Lessee agrees to extend to the Premises and pay the cost of all utilities, including, without limitation, electric power, water, gas, sewer, telephone, and garbage collection. Lessee shall have the right, at its sole expense, to construct, install and maintain all necessary tap lines and facilities and to connect the same to any electric power, water, gas and sewerage lines installed by Lessor at or near the boundary of the Premises, and to receive all said utilities and services on the Premises, provided, however, that the services for electric power, water, gas, sewerage, and garbage collection at the Premises are properly metered so that all charges associated therewith are billed directly to Lessee. Lessor and

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Lessor's Associates will not be held liable for loss of life, injury, or damage to any person or property or operation of Lessee and/or Lessee's Associates, caused by or resulting from any interruption of such utility services and shall indemnify Lessor and Lessor's Associates as to same.

(b) Lessee shall pay (or in good faith contest), on or before their respective due dates, to the appropriate collecting authority, all Federal, State, and Municipal taxes, special taxes, assessments, special assessments and fees which are now or may hereafter be levied or assessed upon the Premises, the improvements, the personal property, or any of Lessee's property used in connection therewith; and shall maintain in current status all Federal, State, and Municipal licenses and permits required for the operation conducted by Lessee. Lessee shall furnish to Lessor promptly upon request, proof of the payment of any tax, assessment, and other governmental or similar charge which is payable by Lessee as provided herein. In the event of any contest permitted hereby, Lessee shall fully indemnify and hold Lessor and Lessor's Associates harmless from all loss, cost, damage, and expense incurred or suffered as a result of any such contest.

SECTION 8. IMPROVEMENTS TO PREMISES

(a) Lessee may, during the term of this Agreement, construct improvements on the Premises or may alter or modify any buildings or other improvements constructed, to facilitate the use of the Premises for the purposes set forth within.

(b) Prior to the commencement of construction or refurbishment of any improvements on the Premises, Lessee shall submit to Lessor for its written approval, a site plan and complete plans and specifications of the contemplated construction. The plans and specifications shall be certified by an architect or engineer licensed to practice in the State of Arkansas and shall consist of: (i) working drawings, (ii) technical specifications, (iii) bid documents, if applicable, (iv) schedule for accomplishing improvements, (v) schedule of finishes and graphics, (vi) list of furnishings, fixtures and equipment, (vii) certified estimate of the design, development and construction costs, and (viii) such other information as may be required by Lessor. All construction, improvements, signs, equipment, and landscaping must be made in accordance with the requirements set forth in this Agreement and must conform to the standard requirements of Lessor that are applicable to tenants of the Airport. All the plans and specifications shall be in such detail as may reasonably permit Lessor to make a determination as to whether the facilities will be consistent with the provisions of this Agreement and the standards of Lessor. The plans and specifications for the facilities that have received Lessor's written approval, and any amendments and changes thereto that have received Lessor's written approval, are hereinafter referred to collectively, as the "Approved Plans." No work may be performed on the Premises, except pursuant to Approved Plans.

(c) All plans and specifications, including without limitation, "as built" plans provided pursuant to subparagraph(s), below, shall not identify any conduit ducts for cable, telecommunications, electric service, and the like by any specific company name, and such plans shall identify the purpose of such conduits by generic reference only (e.g., "phone conduit," "telecommunications conduit," or "power conduit"). No material changes shall be made to any Approved Plans, without the prior written approval of Lessor, which approval shall not be unreasonably withheld or delayed. Any change that requires the issuance of a building permit or modifies an existing building permit shall be considered a material change.

(d) Any and all construction shall be performed in such a manner as to provide that the facilities shall:

1. Be structurally sound and safe for human occupancy, and free from any hazards;

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2. Shall not intrude into any aeronautical surfaces or exceed any height limitations and shall not interfere with the operations of arriving and departing aircraft at the Airport;

3. Be designed for use for only those purposes permitted under **Section 5**, hereof;

4. Comply with the provisions of the deed under which Lessor acquired its title to the Airport from the United States of America, and the provisions of any grant agreements or other agreements between Lessor and the United States Government or the State of Arkansas that are applicable to the Premises;

5. Comply with the terms and provisions of this Agreement;

6. Lessor reserves the right to require that all development within the Airport is consistent with the overall Airport system architecture and the Airport Master Plan, as well as reasonable standards of safety and quality.

Lessor may refuse to grant approval if, in its opinion, the proposed facilities and improvements as shown on such plans and specifications will fail to meet the criteria set forth above or in other provisions of this Agreement, or for any other reason whatsoever, in its sole discretion.

(e) It is understood and agreed that in the course of any construction or refurbishment of any improvements on the Premises undertaken by Lessee during the Term of this Agreement, Lessee shall be responsible for all costs associated with any removal, replacement, relocation and protection of all utilities, whether such utilities are located at the Premises or on adjacent property, including but not limited to water, wastewater disposal, sewer, telephone, electric, airfield lighting system, conduit ducts for cable, telecommunications and electric service, and Federal Aviation Administration navigational aid systems. All underground utilities conduits installed at the Premises, including without limitation cable, electric and telecommunications, shall be deemed leasehold improvements and ownership thereof shall be vested in Lessor upon installation. All such conduits shall be installed by Lessee at its expense, and shall be free of all liens, claims and encumbrances, including any claims of any utilities provider.

(f) All improvements, equipment and interior design and decor constructed or installed by Lessee, its agents, or contractors, including the plans and specifications relating to same, shall conform to all applicable Federal, State, and Municipal statutes, ordinances, advisory circulars, building codes, fire codes, laws, rules and regulations.

(g) The parties hereby acknowledge that all existing fixtures, structures, facilities, pavements, and other leasehold improvements are the sole property of Lessor. Any improvements, additions and alterations made to the Premises by Lessee (except trade fixtures not permanently affixed to the Premises and equipment not permanently affixed to the Premises, and any other personalty of Lessee) shall automatically become Lessor owned property, free and clear of all liens, claims and encumbrances, upon termination or expiration of the Agreement, for any reason, or upon the occurrence and continuance of a default hereunder and shall be surrendered with and remain on the Premises. Any addition, fixture or other improvement that is nailed, bolted, stapled, or otherwise affixed to the Premises and is not readily removable as a trade fixture or item of equipment, is a leasehold improvement. If any personalty, including furnishings, trade fixtures or equipment, are removed by Lessee or Lessee's Associates, Lessee shall restore any damage to the Premises. All utilities conduits installed at the Premises, by Lessee, including without limitation cable, electric and

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telecommunications, shall be deemed leasehold improvements and ownership thereof shall be vested in Lessor. All such conduits shall be installed by Lessee at its expense. All such conduits shall be free of all liens, claims and encumbrances, including without limitation, any claims of any utilities provider.

(h) Should Lessee undertake construction or refurbishment of any improvements on the Premises to facilitate the use of the Premises for the purposes set forth within, Lessee will use diligent effort to pursue the intended development on the Premises, obtain necessary governmental permits, and thereafter commence and continue bona fide construction of the intended development on the Premises. Lessee shall have twelve (12) months from when Lessee initiates construction of the improvements to obtain a Certificate of Occupancy or to construct or refurbish the improvements otherwise fully. Lessee and Lessor recognize that time is of the essence of this Agreement and that Lessee's failure to use diligent effort to pursue the intended development on the Premises, obtain necessary governmental permits, and thereafter commence and continue bona fide construction of the improvements on the Premises will constitute a material breach of this Agreement and entitle Lessor the right to any remedies or interest that are allowable under this Agreement or under law for Lessee's breach. If at any time Lessor believes that Lessee has failed to use diligent effort to pursue the intended development, as described above, Lessor, in its sole discretion, shall have the right to terminate the Agreement within sixty (60) days by giving written notice to Lessee. If, however, Lessee has demonstrated an effort of diligently pursuing the development, but such development will not be completed within the twelve (12) month period allowed, Lessee may petition, in writing, Lessor for an extension of time to complete the development. An extension of time to complete the development is not automatic upon application but may be granted at the sole discretion of Lessor. If such extension is not granted, then Lessor shall have the right to terminate the Agreement, and all of Lessee's interest in the Premises shall revert to Lessor. Lessor makes non representations or warranties regarding the above contingencies, and Lessee undertakes such efforts solely at its own risk.

(i) If applicable, Lessor shall receive copies of the issuance of a Certificate of Occupancy by the City of Texarkana Building Department for any Improvements constructed or refurbished.

(j) Within one hundred and twenty (120) calendar days after the Certificate of Occupancy Date with respect to any improvements, Lessee must provide to Lessor: (i) a certified Statement from the construction contractor(s) specifying the total construction cost and stating that the improvements are free and clear of all liens, claims or encumbrances by any material suppliers, subcontractors, or laborers; and (ii) a certified Statement from the architect or engineer stating the total architect's or engineer's fees and that the improvements have been constructed in accordance with the Approved Plans and in compliance with all applicable codes (City, building and fire), laws, rules, ordinances, and regulations. Lessee shall provide, upon request, such back-up documentation and releases of lien as may be required by Lessor.

(k) Lessee hereby represents, warrants, and covenants to Lessor that the Premises and all improvements now and hereafter constructed or placed thereon shall be at all times free and clear of all liens, claims and encumbrances. If any lien or notice of lien shall be filed against the Premises or any improvements, Lessee shall, within thirty (30) calendar days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. The provisions hereof shall not apply to any leasehold mortgage to which Lessor has consented as provided in this Agreement, or any purchase money security interest in any movable trade fixtures installed at the Premises.

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(l) Within ninety (90) calendar days after the Certificate of Occupancy Date with respect to any improvements, Lessee shall at its expense, provide Lessor with a complete set of "as built" plans and specifications on CDs or other electronic media containing electronic data in an AUTOCAD format that meets Lessor's graphic standards of the "as-constructed" or "record" plans for such improvements.

(m) In addition to Lessor's approval, Lessee shall obtain any required approval from all other agencies having jurisdiction over any improvements, including but not limited to departments, divisions or offices of the City of Texarkana, Arkansas, the State of Arkansas, and the Federal government.

(n) All improvements must be coordinated with the FAA, including the filing of required forms and the provision of any documentation the FAA may request.

(o) Lessee shall reimburse Lessor for any costs and expenses incurred, including surveying and attorney's fees (i) as a result of the fact that the improvements, alterations and additions do not comply with Federal, State, and Municipal laws, rules, or regulations, (ii) in defending against, settling, or satisfying any claim that Lessor is responsible for paying regarding improvements, alterations, and additions on the Premises, or (iii) in defending against, settling, or satisfying any mechanic's lien and/or other claims, asserted because of the non-payment for improvements, alterations, and additions on the Premises.

(p) All improvements hereafter made to the Premises shall be in conformity and consistent with all applicable provisions of the Americans with Disabilities Act of 1990, as same may be amended from time to time.

(q) Lessee shall not make any improvements, or additions, alterations, modifications, or replacements to any improvements at the Premises unless Lessee shall first have submitted to Lessor, for its written approval, complete plans and specifications for same in accordance with this **Section 8**. All improvements and additions, alterations, modifications, and replacements shall comply with all provisions of this Agreement, including without limitation, this **Section 8**. In the event any improvements and additions, alterations, modifications, and replacements are made without Lessor approval pursuant to this **Section 8**, then, upon notice in writing to do so, Lessee shall remove same or at the option of Lessor cause same to be changed to the satisfaction of Lessor. In the case of any failure on the part of Lessee to comply with such notice, Lessor may affect the removal or change and Lessee shall pay the cost thereof to Lessor.

(r) Lessee shall require that any contractor or contractors who performs work on the Premises herein, or otherwise, at the Premises provide a current and valid Construction Bond or Letter of Credit in a form acceptable to Lessor, in an amount not less than the full amount of the contract price for completing the construction on the Premises herein designated, as surety for the faithful performance of the contract by contractor, and for the payment of all persons performing labor and furnishing material in connection with the work. Said Construction Bond or Letter of Credit shall be executed by a surety company or bank of recognized standing authorized to do business in the State of Arkansas and having a resident agent in Miller County and having been in business with a record of successful continuous business for at least five (5) years. Each bond shall be in form and substance satisfactory to Lessor. Furthermore, such surety company must have at least an "A" minimum rating in the latest revision of Best's Insurance Report.

(s) Contractors must be licensed in the State of Arkansas. Lessee shall further require the contractor to procure Contractor's General Public Liability and Property Damage Insurance in an amount not less

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than one million dollars **($1,000,000), combined** single limit, and Worker's Compensation Insurance. Such Public Liability and Property Damage Insurance policies shall name Lessor, and Lessor's Associates as additional insured. Lessee shall, before the commencement of any work, furnish Lessor with evidence that the contractor or contractors are covered to the satisfaction of Lessor with insurance as outlined above. If at any time during the continuance of the contract a surety on the contractor's bond or bonds becomes irresponsible, Lessor shall have the right to require additional and sufficient sureties which the contractor shall furnish within ten (10) days after notice to do so.

(t) Lessee may, at its own expense, install and operate necessary and appropriate identification signs on the Premises for its purpose, subject to the approval of the Executive Director of Lessor as to the number, size, height, location, color and general type and design. Such approval shall be subject to revocation by Executive Director of Lessor at any time. Upon the occurrence and continuance of an event of default, Lessee shall remove said sign(s) if requested to do so by Lessor and Lessee shall repair all damage to the Premises caused by removal.

(u) Lessee shall coordinate all construction and refurbishment of improvements and any other additions, alterations, modifications, or replacements to the Premises or improvements with the Airport, and shall minimize any disruption to Airport activities, tenants, and users. Lessor shall have the right, but not the duty, to direct that Lessee and/or Lessee's Associates cease activities or revise work plans to avoid disruption. Lessee and/or Lessee's Associates shall meet with Lessor, as requested by Lessor, as the work progresses and provide Lessor with information as may be required. Lessor may require Lessee to comply with other measures that are in Lessor's best interests in connection with any construction activities, such as coordination with Airport Operations/Maintenance, City of Texarkana, Arkansas Police, TSA, and local FAA Air Traffic Control.

(v) The building(s), and all other improvements made by Lessee which have assumed the nature of realty, will become property of Lessor upon termination or expiration of this Agreement, without compensation to Lessee, and free of all liens and claims. Lessee will have the right to remove any furnishings, trade fixtures, equipment, and improvements that have not assumed the nature of realty, provided the same is done prior to termination or expiration of this Agreement, Lessee is not in default of this Agreement, and Lessee repairs any damage caused by such removal. Any such property remaining after the termination or expiration of this Agreement will immediately become property of Lessor unless otherwise agreed to by Lessor in writing.

SECTION 9. MAINTENANCE AND REPAIRS

(a) Lessee agrees to provide at its own expense such light maintenance, custodial, and cleaning services and supplies as may be necessary or required in the operation and maintenance of the Premises, Improvements and Personal Property.

(b) Lessee agrees to keep the Premises in a clean and orderly condition and appearance, including without limitation, upkeep and maintenance of all landscaping and upkeep and maintenance of all of Lessee's fixtures, equipment and personal property which are located in any part of the Premises which is open to or visible by the general public.

(c) Lessor shall throughout the Term of the Agreement assume the entire responsibility and shall relieve Lessee from all responsibility for all repair and maintenance whatsoever on the Premises (which shall include, without limitation, all buildings and improvements thereon), whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. Maintenance and repairs will be in

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quality and class comparable to the original work, to preserve the Premises in good order and condition.

(d) Lessor shall be responsible for maintenance of the common areas and systems associated with the Premises. Lessee covenants to properly use and not abuse the common areas and systems maintained by Lessor.

(e) Lessee shall be required to keep all buildings and other improvements in good, tenantable, useable condition throughout the Term of this Agreement, and without limiting the generality thereof. However, Lessor agrees to perform the following actions throughout the Term of this Agreement, as necessary:

1. Paint the exterior and interior of the Premises as needed and Lessee shall repair and maintain all doors, windows, pavements, equipment, lighting fixtures, furnishings, fixtures, roof, exterior walls, and structural support system.

2. Always keep the Premises in a clean and orderly condition and appearance, including without limitation, upkeep and maintenance of all landscaping and upkeep and maintenance of all of Lessee's fixtures, equipment and personal property which are located in any part of the Premises which is open to or visible by the general public.

3. Provide and maintain all obstruction lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution, or regulation of any applicable governmental authority.

4. Repair any damage to the pavement or other surface of the Premises caused by operations of Lessee, Lessee's Associates and any others entering upon or using the Premises at any time during the Term, including without limitation any oil, gasoline, grease, lubricants or other liquids and substances having a corrosive or detrimental effect thereon and report the incident of such spill pursuant to **Section 14**.

5. Take anti-erosion measures, including but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon.

6. Be responsible for the maintenance and repair of all utilities including but not limited to, service lines for the supply of water, gas service lines, electrical power, telephone and telecommunications conduits and lines, sanitary sewers and storm sewers which are now, or which may be subsequently located upon the Premises leased to Lessee and which are used exclusively by Lessee.

7. Be responsible for the maintenance and repair of all perimeter fences and all gates before, during, and after construction of any improvements.

(f) Lessor shall have the right to enter the Premises upon reasonable written notice and at reasonable times to maintain the Premises as described above. Lessor shall have a minimum of thirty (30) calendar days to commence any required action hereunder, except for emergency and public safety items which may be immediately undertaken by Lessor and/or Lessee.

(g) Lessee shall remove from the Airport or otherwise dispose of in a manner approved by Lessor all garbage, debris and other waste material arising out of its occupancy of the Premises or out of its

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operations. Lessee shall keep and maintain the Premises in a neat and orderly manner and shall keep the grass cut. Any garbage, debris or waste which may be temporarily stored in the open shall be kept in suitable garbage or waste receptacles, the same to be made of metal and equipped with tight fitting covers and to be of a design to safely and properly contain whatever may be placed therein. Lessee shall use extreme care when effective removal of all such waste.

SECTION 10. LIABILITY, INDEMNITY, AND INSURANCE

THERE IS NO EXPECTATION OF ANY INDEMNIFICATION BEING PROVIDED TO LESSEE BY THE AIRPORT OR LESSOR.

(a) Lessee shall protect, defend, indemnify, and hold Lessor and Lessor's Associates completely harmless from and against any and all debts, expenses, penalties, costs, and judgments arising by reason of the injury or death of any person or damage to any property or economic loss of any nature (including but not limited to those relating to or arising out of the violation of any Environmental Laws or any Federal, State, and Municipal health, or safety law, regulation, rule, or ordinance), including all reasonable costs of investigation and defense thereof (including but not limited to attorneys' and consultants' fees and court costs), arising out of or incidental to any acts or omissions or misrepresentations of Lessee, and/or Lessee's Associates related to (i) this Agreement, (ii) Lessee's use or occupancy of or operations on or in connection with the Premises, the improvements, or any portion thereof, (iii) any Environmental Laws, or (iv) Lessee's rights, obligations, responsibilities, or duties under this Agreement; except to the extent such injury, death, loss, or damage is caused by the gross negligence or willful misconduct of Lessor. This indemnity shall cover any problems in, on, under, or affecting the Premises or any areas surrounding the Premises which are a direct or indirect result of actions or omissions of Lessee. Lessor shall give Lessee reasonable notice of any such claims or actions. Lessee, in carrying out its obligations hereunder, may use counsel and consultants selected by it, but such counsel and consultants shall be reasonably acceptable to, and cooperative with, Lessor. The provisions of this **Section 10(a)** shall survive the expiration or earlier termination of this Agreement.

(b) Lessee shall, at a minimum, provide, pay for, and maintain in full force at all times during the Term of this Agreement (unless otherwise provided), the insurance coverages set forth in the paragraphs below, in accordance with the terms, covenants, and conditions required by this **Section 10**. Such policy or policies shall be without any deductible amount (except as may be expressly authorized herein) and shall be issued by a company(s) of recognized standing authorized to do business in the State of Arkansas and having a resident agent in the State of Arkansas and having been in business with a record of successful continuous business for at least five (5) years. Furthermore, such company(s) must have at least an "A" minimum rating in the latest revision of Best's Insurance Report. Lessee shall specifically protect Lessor by naming Lessor as additional insured under the Property Damage Insurance, and Commercial General Liability Policy.

(c) Lessee shall, during the Term of this Agreement, insure and keep insured to the extent of not less than one hundred percent (100%) of the insurable replacement value thereof, all buildings, improvements, structures, fixtures and equipment on the Premises against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Arkansas and also against the following applicable hazards and risks:

1. Sprinkler leakage - by which is meant damage caused by water or any other substance discharged from any part of the fire protection equipment for Lessee's Premises or from

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adjoining premises; collapse or fall of tanks forming part of such fire protection equipment or the component parts or supports of such tanks.

2. Damage caused by such perils and hazards as may now or in the future be included under any Boiler and Machinery policy filed with and approved by the Insurance Commissioner of the State of Arkansas, or if there be no such policy so filed, then reasonable coverage against perils and hazards occasioned by the existence and operation of such boilers, provided that Lessee shall be required to maintain such insurance only with respect to such buildings and structures in which boilers are installed.

(d) Such policies of insurance shall be limited to a deductible for windstorm of not more than two percent (2%) of the insurable replacement value of the improvements. In addition, the deductible for all other than windstorm perils shall be not more than One Hundred Thousand Dollars ($100,000.00), which amount Lessee shall self-insure. In the event of any damage to the Premises, if the cost of repair or replacement is less than the deductible amount, Lessee shall nevertheless be required to make such repair or replacement and to restore the Premises to the condition required by **Section 11**.

(e) All policies of such insurance and renewals thereof shall insure Lessor and Lessee as their interest may appear, and shall provide that the loss, if any, shall be adjusted with and payable to Lessor, except as otherwise provided in **Section 11** hereof.

(f) In the event the Premises or any part thereof shall be damaged by any casualty against which insurance is carried pursuant to this **Section 10**, and if such loss is to be adjusted with and payable to Lessor, Lessee shall promptly furnish to Lessor such information and data as may be necessary to enable Lessor to adjust the loss.

(g) **Commercial General Liability Insurance** shall be provided to protect against bodily injury and property damage liability in an aggregate amount of not less than One Million Dollars ($1,000,000.00) per occurrence, combined single limit, and One Million Dollars ($1,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: Premise and/or Operations, Personal Injury, Independent Contractors, Broad Form Property Damage and Broad Form Contractual Coverage covering all liability arising out of the terms of this Agreement. Lessee is responsible for all deductibles in the event of a claim.

(h) **Workers' Compensation and Employer's Liability Insurance** shall be provided to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Arkansas and all applicable Federal laws. In addition, the policy(ies) must include Employers' Liability with a limit of One Hundred Thousand Dollars ($100,000) each accident.

(i) Lessee shall furnish to Lessor, Certificates of Insurance evidencing the insurance coverages specified by this **Section 10** prior to the commencement of this Agreement.

(j) Coverage is not to cease and is to remain in full force (subject to cancellation notice) throughout the Term of this Agreement and until all performance required hereunder is completed. All policies must be endorsed to provide Lessor with at least thirty (30) calendar days' prior written notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the expiration or termination of this Agreement, copies of renewal certificates shall be furnished at least thirty (30) calendar days prior to the date of their expiration. Any insurance coverage that is written

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on a "claims made" basis must remain in force for two (2) years after the expiration or termination of this Agreement. Comprehensive General and Commercial General Liability Insurance shall be written on an "occurrence" basis and shall not be written on a "claims made" basis.

(k) The aforesaid minimum limits of insurance shall be reviewed from time to time by Lessor and may be adjusted if Lessor determines that such adjustments protect Lessor's interest. When such policies or certificates have been delivered by Lessee to Lessor as aforesaid and at any time or times thereafter, Lessor may notify Lessee, in writing, that the insurance represented thereby does not conform to the provisions of this **Section 10** either because of the amount or because of the insurance company or for any other reason, and Lessee shall have fifteen (15) calendar days in which to cure any such defect.

(l) **Subrogation.** Notwithstanding anything to the contrary herein, Lessee waives any right of recovery against Lessor for any loss or damage to the extent the same is required to be covered by Lessee's insurance hereunder. Lessee shall obtain from its insurers a waiver of any subrogation the insurer may have against Lessor in connection with any loss or damage covered by Lessee's insurance.

(m) The certificate holder address shall read "Texarkana Regional Airport Authority, 201 Airport Drive, Texarkana, Arkansas 71854," as may be amended or changed.

(n) Compliance with the foregoing requirements shall not relieve Lessee of its liability and obligations under any other provision of this Agreement.

(o) If, at any time, Lessee shall fail to obtain the insurance as required herein, Lessee will be deemed in default and, at its sole option, Lessor may terminate this Agreement upon thirty (30) days written notice.

(p) Lessor shall not be liable to Lessee for any injury or damage to Lessee or Lessee's property from any cause except if caused by Lessor's or Lessor's Associates' negligence. Lessee waives all claims against Lessor for damage to persons or property arising from any reason.

SECTION 11. DAMAGE TO OR DESTRUCTION OF PREMISES

(a) **Removal of Debris.** If the Premises or any part thereof shall be damaged by fire, the elements, or other casualty, Lessee shall promptly remove all debris resulting from such damage from the Premises, and Lessor will promptly take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition and as are necessary for the safety of persons entering upon the Premises. To the extent, if any, that such measures are covered by any insurance obtained by Lessee, the proceeds thereof shall be made available to Lessor for such purpose.

(b) **Minor Damage.** If the Premises, or any part thereof shall be damaged by fire, the elements, or other casualty but not rendered untenable or unusable, then there shall be no abatement of rent and the Premises shall be repaired with due diligence by Lessor in accordance with the plans and specifications for the Premises as they existed prior to such damage, or in accordance with new plans approved by Lessor pursuant to **Section 8**, hereof, by and at the expense of Lessor. However, if such damage is covered by Lessee insurance, the proceeds thereof shall be made available to Lessor for that purpose.

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(c) **Major Damage to or Destruction of the Premises.** If the Premises or any part thereof shall be destroyed or so damaged by fire, the elements or other casualty as to render the Premises untenable or unusable, then:

1. Lessor shall have an option to make the necessary repairs or replacements for the restoration thereof in accordance with the plans and specifications as the same existed prior to such damage or destruction, provided that Lessee within forty-five (45) calendar days after the occurrence of such damage or destruction notifies Lessor in writing of such damage or destruction. Lessor shall make such repairs and/or replacements with reasonable dispatch and, if such destruction or damage was covered by Lessee's insurance, the proceeds thereof shall be adjusted with and paid to Lessor.

2. In the event that restoration is made pursuant to subparagraph (1), above, the rent shall abate from the date of the damage or destruction until the Premises have been placed in a usable condition. Such abatement shall be made pursuant to **Section 6(n)** hereof. All restoration work shall be made pursuant to plans and specifications that have received the prior approval of Lessor and all such work shall comply with the terms and provisions of this Agreement, including without limitation, **Section 8** hereof.

3. In the event that neither of the two parties elects to make such repairs and replacements, then this Agreement shall terminate upon the earlier of: (i) the expiration of seventy-five (75) calendar days from the occurrence of such destruction or damage or (ii) the date established by written notice by Lessor to Lessee; and in any such event, the proceeds of insurance applicable to the damage or destruction (other than the proceeds applicable to Lessor's costs of debris removal and removal of damaged improvements) shall be distributed between Lessee and Lessor as their interest may appear. The interest of Lessee shall not exceed the unamortized value of the improvements existing on the Premises as of the date immediately preceding the date of the casualty (excepting any Lessor-owned improvements for which rent has been paid by Lessee, if any, which shall be excluded from the calculation) then depreciated over the Term of the Agreement. In such event, the payment of rentals shall terminate as of the date of the damage or destruction.

SECTION 12. TERMINATION OF AGREEMENT- ASSIGNMENT AND TRANSFER

(a) This Agreement shall terminate at the end of the full term hereof, and any extensions thereto, as set forth in **Section 3** of this Agreement, and Lessee shall have no further right or interest herein.

(b) Lessor may terminate this Agreement by giving Lessee thirty (30) days advance written notice, to be served as hereinafter provided, upon the happening of any one of the following events:

1. The filing by Lessee of a voluntary petition for bankruptcy.

2. The institution of proceedings in bankruptcy against Lessee and adjudication of Lessee as a bankrupt pursuant to said proceedings.

3. The taking by a court of competent jurisdiction of Lessee and its assets pursuant to proceedings brought under the provision of any Federal reorganization act.

4. The appointment of a receiver of Lessee's assets.

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5. The divestiture of Lessee's estate herein by operation of law.

6. The abandonment by Lessee of its conduct of operation upon the Premises.

7. The conduct of any operation or performance of any acts not specifically authorized herein.

8. Default in the performance of any of the terms, covenants and conditions required herein (except rental payment) to be kept and performed by Lessee and such default continues for a period of thirty (30) days from the date of written notice from Lessor to cure said default; provided however that: (i) if, in the judgement of Lessor, the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of said default; (ii) Lessee commences good faith efforts to cure such default immediately upon receipt of such notice; (iii) such efforts are diligently prosecuted to completion to Lessor's satisfaction, then it shall be deemed that no default shall have occurred under the provisions of this subparagraph 8.

In any of the aforesaid events, termination shall be effective upon the date specified in Lessor's written notice to Lessee, and, upon said date, Lessee shall be deemed to have no further rights hereunder and Lessor may take immediate possession of the Premises and remove Lessee's effects, by forcible eviction, if necessary, without being deemed guilty of trespassing.

(c) If Lessee fails to pay the whole or any part of the rent, charges or fees due hereunder for a period of thirty (30) days after such payments become due, and continues to fail to pay said amounts in full within ten (10) days from Lessor's transmittal to Lessee of a written Past Due Statement therefore, Lessor may, at its option, immediately cancel this Agreement, by written notice thereof, and may enter upon the Premises (or any part thereof) and repossess the same from Lessee and this Agreement shall be considered terminated, whether or not such entry is actually made.

(d) Lessee may terminate this Agreement at any time that Lessee is not in default of its payments to Lessor hereunder, by giving Lessor sixty (60) calendar days advance written notice to be served as hereafter provided, upon or after the happening of any one of the following events:

1. Issuance by any court of competent jurisdiction of an injunction in anyway preventing or restraining the use of the Airport or any part thereof for airport purposes, and the remaining in force of such injunction for a period of at least ninety (90) days.

2. The default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty (60) calendar days after receipt from Lessee of written notice to remedy same; provided, however, that no notice of termination, as provided herein, shall be of any force or effect if Lessor shall have remedied the default prior to receipt of Lessee's notice of termination.

3. The lawful assumption by the United States Government or any authorized agency thereof of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such a manner as to substantially restrict Lessee, for a period of at least sixty (60) days, from operating thereon.

(e) Upon expiration or any sooner termination or cancellation of this Agreement, Lessor may require Lessee to remove any improvements erected, installed or constructed by Lessee except for buildings and other substantial improvements to the Premises. Such removal, if required of Lessee, shall be at Lessee's expense. Notice of such removal will be given to Lessee prior to termination of this

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Agreement and completion of the removal will be within a reasonable time period determined by Lessor. Notwithstanding the foregoing, upon expiration or any sooner termination or cancellation of this Agreement, title to all structures, improvements, facilities or alterations erected, installed or constructed by Lessee which are not required by Lessor to be removed shall automatically vest in Lessor without any further act on the part of either party. If this Agreement is canceled by Lessee pursuant to **Section 12(d)** hereof, or if this Agreement is otherwise canceled by Lessor before expiration of the term pursuant to other provisions of this Agreement and without cause against Lessee, Lessor shall be required to provide a suitable Airport lease site and reimbursement for replacement improvements constructed on the Premises by Lessee in accordance with the provisions of this Agreement.

(f) Lessee is granted the right, upon any termination of this Agreement, to remove its Trade Fixtures (as defined below); provided, however, in the event that the Premises are damaged by reason of, or in the course of, the removal of Lessee's Trade Fixtures, Lessee, at its cost, shall promptly repair any and all such damage and restore the Premises to the same condition as prior to installation or to a condition approved by Lessor. The failure to remove its Trade Fixtures shall not constitute a holdover, but all such property not removed within ten (10) days after any termination of this Agreement shall be deemed abandoned and thereupon shall become the property of Lessor. "Trade Fixtures" as herein defined, shall include, but are not limited to, personal property, signs used to identify Lessee's operation in and about the Premises, and all machinery and equipment installed in or placed on or about the Premises and used in connection with Lessee's operation.

(g) Lessee shall not, in any manner, assign, transfer, mortgage, pledge, encumber or otherwise convey an interest in this Agreement, nor sublet the Premises or any part thereof, without the prior written consent of Lessor and unless the assignee or sub-lessee is qualified by Lessor to do business at the Airport pursuant to such nondiscriminatory standards as may be established by Lessor, including without limitation that such proposed assignee or sub-lessee have and be able to demonstrate substantial and profitable experience in the same or directly related operation as Lessee and have and be able to demonstrate on the proposed date of such assignment or sublease a net worth equal to or greater than that of Lessee on the date hereof. Lessee shall submit a written request for consent by Lessor at least sixty (60) calendar days prior to the commencement of the proposed assignment or sublease (unless waived by Lessor), including a detailed statement of the assignee's or sub-lessee's proposed activity with a copy of the proposed assignment or sublease. Lessor may deny consent if Lessor determines the assignment or sublease is not in its best interest; if Lessee has been declared in default of any of the terms, covenants, and conditions of this Agreement; if the proposed assignment or sublease is not permitted under this Agreement; or for other valid reasons. Subject to Lessor's written consent as aforesaid, Lessee shall have the right to assign or sublease the Premises only for the same purpose permitted under this Agreement, any such assignment or sublease shall be subject to the same conditions, obligations and terms as set forth herein, and Lessee shall be responsible for the observance by its assignor or sub-lessee of the terms and covenants contained in this Agreement.

SECTION 13. GOVERNMENTAL CONDITIONS

(a) Lessor covenants that it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by Lessor to the United States Government under the Airport and Airway Improvement Act of 1982, as the same may be amended from time to time.

(b) Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.

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(c) Lessor reserves the right but shall not be obligated to Lessee to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport together with the right to direct and control all activities of Lessee in this regard.

(d) Lessor reserves unto itself, its successors, and assigns, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of the Premises. This right of flight shall include the right to cause in said airspace such noise as may be inherent in the operation of any aircraft now known or hereafter used for navigation or flight through the said airspace for landing at, taking off from or operating on the Airport.

(e) It is understood and agreed that nothing contained in this Agreement shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308a of the **Federal Aviation Act of 1958 (49 U.S.C. 1349a),** as the same may be amended from time to time.

(f) This Agreement shall be subject and subordinate to the provisions of all laws and regulations and of any existing or future agreement between Lessor and the United States of America, or any agency thereof, relative to the operation or maintenance of the Airport. Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the Premises, and to compensation from the United States of America for taking thereof, interference therewith, and damage thereto, caused by such agreement or by actions of Lessor or the United States of America pursuant thereto.

(g) During the time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military use and, if such lease is executed, the applicable provisions of this Agreement, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

(h) Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree to the following, as a covenant running with the land:

1. Subordination of Agreement - This Agreement and all provisions set forth herein are and shall be subject and subordinate to the terms, covenants, and conditions of any instruments and documents under which Lessor acquired the land or improvements thereto, of which the Premises are a part, and shall be given only such effect as will not conflict with or be inconsistent with such terms, covenants, and conditions. It is further understood and agreed by Lessee that this Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States of America, or any of its agencies, relative to the development, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

2. Compliance with Title 49 - In the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -

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Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended (49 CFR Part 21).

3. Compliance with Title VI of Civil Rights Act of 1964 - No person, on the grounds of race, color, creed, sex, age, national origin or handicap, shall be excluded from participation, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities. In the construction of any improvements on, over or under the land and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of or otherwise be subject to discrimination on the grounds of race, color, creed, sex, age, national origin or handicap; Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21.

4. Breach of Nondiscrimination Covenants - In the event of breach of any of the above nondiscrimination covenants described in Paragraphs 2 and 3 above, Lessor shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon and hold the same as if this Agreement had never been made or issued; provided, however that Lessee allegedly in breach shall have the right to contest said alleged breach under applicable FAA procedures, and any sanctions under or termination of this Agreement shall be withheld pending completion of such procedures.

5. Nondiscriminatory Pricing - Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers. Noncompliance with this paragraph and failure to substantially remedy such noncompliance within a reasonable period of time shall constitute a material breach hereof; and, in the event of such noncompliance, Lessor shall have the right to terminate this Agreement without liability therefor or, at the election of Lessor or the United States Government, either or both shall have the right to judicially enforce this paragraph.

6. Inclusion of Provisions in Lessee's Agreements - Lessee agrees that it shall insert the provisions of Paragraphs 2 through 5 of this **Section 13**, inclusive, in any agreement by which Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Premises.

7. Disadvantaged Business Enterprise Program - Lessee shall, as applicable to its operation, abide and be bound by 49 CFR Part 23, Participation by Disadvantaged Business Enterprise in Department of Transportation Programs.

8. Affirmative Action Plan - Lessee shall, as applicable to its operation, abide by and be bound by 14 CFR Part 152, Subpart E, as may be amended from time to time, to ensure that no person shall, on the grounds of race, creed, color, national origin or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures, as applicable to its operation, that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by said Subpart. Lessee assures that it will require, as applicable to its operation, that its covered sub-organizations provide assurances to Lessee and Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

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(i) This Agreement is subject to any applicable review by the FAA or any Federal agency having regulatory jurisdiction, to determine satisfactory compliance with Federal law, as applicable to Lessee's operation, and said Agreement shall be in full force and effect and binding upon both parties pending such review and approval by the FAA or other Federal regulatory agency, as applicable; provided, however, that upon such review, all parties hereto agree to modify any of the terms hereof which may be determined to be in violation of or contrary to existing laws, regulations, assurances or other requirements.

(j) It is anticipated that changes will come from regulatory agencies having jurisdiction over the Airport or Lessor in the form of regulatory changes. It is Lessee's responsibility to obtain all Notices of Proposed Rule Making directly from such agencies. Where possible, Lessor may provide notice of proposed changes, but nothing contained herein shall render this provision unenforceable by virtue of Lessee not receiving notice of proposed changes.

(k) In the event a United States governmental agency shall demand and take over the entire facilities of the Airport, or that portion of the Airport containing the Premises, for public purposes, then and in that event Lessor shall be released and fully discharged from any and all liability hereunder and this Agreement shall thereupon terminate.

(l) Lessee certifies, to the best of its knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid by or on behalf of Lessee, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member, officer or employee of Congress, or an employee or member of Congress in connection with the award of any Federal contract, in making any Federal grant or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member, officer or employee of Congress, or an employee or member of Congress in connection with any contract, grant, loan or cooperative agreement relating to this Agreement, Lessee shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

3. Lessee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

(m) Lessee, by execution of this Agreement, certifies that it:

1. It is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

2. It has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and

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3. It has not procured any product or subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to any party hereunder that is unable to certify to the above. If Lessee knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use of the project, the FAA may direct, through Lessor, cancellation of such contract at no cost to the Government.

Further, Lessee agrees that it will incorporate this provision, as it pertains to the Premises, for certification without modification in each contract and in all lower tier subcontracts. Lessee may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous. Lessee shall provide immediate written notice to Lessor if it learns that a prospective contractor's certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to Lessee, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that Lessee or any subcontractor knowingly rendered an erroneous certification, the FAA may direct, through Lessor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Lessee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

SECTION 14. ENVIRONMENTAL COMPLIANCE; ENVIRONMENTAL CONTAINMENT AND REMOVAL

(a) Lessee acknowledges and agrees that Lessor makes no representations or warranties whatsoever as to whether any pollutant, or hydrocarbon contamination, hazardous materials, or other contaminants or regulated materials (collectively, "Materials") exist on or in the Premises or the improvements in violation of any Federal, State, and Municipal law, rule or regulation or in violation of any order or directive of any Federal, State, and Municipal court or entity with jurisdiction of such matter. It shall be the responsibility of Lessee to make sufficient inspection of the Premises and the improvements to satisfy itself as to the presence or absence of any such Materials.

(b) Lessee shall provide Lessor, if requested at any time, with a list of all hazardous, bio-hazardous, or other Materials stored, used, generated, or disposed of on the Premises. Lessee shall complete the form attached hereto as **Exhibit D** with respect to matters pertaining to the Premises and shall deliver same to Lessor contemporaneously with its execution of this Agreement. Lessee represents that the matters disclosed on such form will be accurate and complete as of the date of execution of this Agreement. At the request of Lessor (not more than once a year) Lessee shall provide an accurate and complete update with respect to the Premises as to the matters set forth on **Exhibit D**.

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(c) Lessee agrees to comply with all existing and future Federal, State, and Municipal environmental laws, ordinances and regulations, and the requirements of any Development Order covering the Airport, issued to Lessor, pursuant to Arkansas Statutes, including without limitation those addressing the following:

1. Proper use, storage, treatment, and disposal of Materials, including contracting with a licensed hazardous waste transporter and/or treatment and disposal facility to assure proper transport and disposal of hazardous waste and other regulated Materials.

2. Proper use, disposal, and treatment of storm water runoff, including the construction and installation of adequate pre-treatment devices or mechanisms on the Premises, if applicable. Lessee shall have in place, and make available to Lessor for review, all required environmental licenses and documents including, but not limited to, site specific Stormwater Pollution Prevention Plan and Spill Prevention, Control, and Countermeasure Plan.

3. Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all Federal, State, and Municipal standards, including the installation and operation of adequate monitoring devices and leak detection systems.

4. Adequate facilities on the Premises for management and, as necessary, pretreatment of industrial waste, industrial wastewater, and regulated Materials and the proper disposal thereof.

5. Compliance with reporting requirements of Title III of the Superfund Amendment, as applicable and as such laws may be amended from time to time.

(d) The release of any Materials at the Premises caused by Lessee, and/or Lessee's Associates, or by any invitee or trespasser on the Premises, or the release of any Materials on any other Airport property caused by Lessee, and/or Lessee's Associates, that is in an amount that is in violation of any Federal, State, and Municipal law, rule or regulation or in violation of an order or directive of any Federal, State, and Municipal court or governmental authority, whether committed prior to or subsequent to the date of execution of this Agreement, shall be, at Lessee's expense, and upon demand of Lessor or any of its agencies or any Federal, State, and Municipal regulatory agency, immediately contained or removed to meet the requirements of applicable environmental laws, rules and regulations. If Lessee does not take action immediately to have such Materials contained, removed and abated, Lessor or any of its agencies may upon reasonable notice to Lessee (which notice shall be written unless an emergency condition exists) undertake the removal of the Materials; however, any such action by Lessor or any of its agencies shall not relieve Lessee of its obligations under this or any other provision of this Agreement or as imposed by law. No action taken by either Lessee or Lessor to contain or remove Materials, or to abate a release, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its release. As used in this Agreement, "Lessee's operations" and "Lessee's actions" and words of similar import, shall include all actions and inaction by Lessee, and/or Lessee's Associates.

(e) Lessee shall provide Lessor with notice of releases of Materials occurring at any area used by Lessee or occasioned due to Lessee's operations at the Airport, which notices shall be provided in accordance with the requirements of Lessor's policies and procedures manual. Lessee shall maintain a log of all such notices and shall also maintain all records required by Federal, State, and Municipal laws, rules and regulations and also such records as are reasonably necessary to adequately assess environmental

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compliance in accordance with applicable laws, rules and regulations. Upon request by Lessor, Lessee shall make all documentation required by this subparagraph available for the review of Lessor representatives.

(f) As required by law, Lessee shall provide the Federal, State, and Municipal regulatory agencies with notice of spills, releases, leaks or discharges (collectively, "release") of Materials on the Premises or on the Airport property which exceeds an amount required to be reported to any Federal, State, and Municipal regulatory agency under applicable environmental laws, rules and regulations, which notice shall be in accordance with applicable environmental laws, rules and regulations. Lessee shall further provide Lessor with written notice within one (1) business day following commencement of same, of the curative measures, remediation efforts and/or monitoring activities to be effected on the Premises. Lessee shall have an updated contingency plan in effect relating to such releases which provide minimum standards and procedures for storage of regulated Materials and other Materials, prevention and containment of spills and releases, and transfer and disposal of regulated Materials and other Materials. The contingency plan shall describe design features, response actions and procedures to be followed in case of releases or other accidents involving hazardous Materials, bio-hazardous Materials or petroleum products or other Materials. Lessee agrees to permit entry at all reasonable times, of inspectors of Lessor and of other regulatory authorities with jurisdiction.

(g) Lessor, upon reasonable written notice to Lessee, shall have the right to inspect all documents relating to the environmental condition of the Premises, including without limitation, any release of Materials at the Premises, or any curative, remediation, or monitoring efforts, and any documents required to be maintained under applicable environmental laws, rules and regulations or any development order issued to Lessor pertaining to the Airport, pursuant to Arkansas Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Materials, environmental site assessments, and sampling and test results. If requested at any time by Lessor, Lessee shall provide Lessor with copies of any such documents. Lessee agrees to allow inspection of the Premises by appropriate Federal, State, and Municipal agency personnel in accordance with applicable environmental laws, rules and regulations and as required by any development order issued to Lessor pertaining to the Airport, pursuant to Arkansas Statutes.

(h) If Lessor arranges for the removal of any Materials on the Premises that were caused by Lessee, and/or Lessee's Associates, all costs of such removal incurred by Lessor shall be paid by Lessee to Lessor within ten (10) calendar days of Lessor's written demand, with interest at the maximum rate permissible under Arkansas State Law thereafter accruing.

(i) Lessee shall not be liable for the release of any Materials caused by anyone other than Lessee, and/or Lessee's Associates. Nothing herein shall relieve Lessee of its general duty to cooperate with Lessor in ascertaining the source and containing, removing, and abating any Materials. Lessor shall cooperate with Lessee with respect to Lessee's obligations pursuant to these provisions, including making public records available to Lessee in accordance with Arkansas law; provided, however, nothing herein shall be deemed to relieve Lessee of its obligations hereunder or to create any affirmative duty of Lessor to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with Lessor codes, ordinances, rules and regulations, Federal laws and regulations, State, and Municipal laws and regulations, development orders and grant agreements. Lessor and its employees, contractors, and agents, upon reasonable written notice to Lessee, and the Federal, State, and Municipal agencies, and their employees, contractors, and agents, at times in accordance with applicable laws, rules, and regulations, shall have the right to enter the Premises for the purposes of

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the foregoing activities and conducting such environmental assessments (testing or sampling), inspections and audits as it deems appropriate.

(j) Lessee hereby agrees that upon any assignment of this Agreement, and at any time during the Term of this Agreement, and at any time during the year following any termination of this Agreement, Lessor shall have the right to require Lessee to conduct a facility inspection of the Premises, at Lessee's expense. If documentation warrants, Lessor shall have the right to require Lessee to conduct a further assessment of the Premises at Lessee's expense which may include, but shall not be limited to, soil and water samples.

(k) If any assessment or inspection indicates that further actions should be conducted, then Lessor shall have the right to have such further actions conducted at Lessee's expense. Nothing herein shall be construed to limit Lessor's right of entry onto the Premises pursuant to other provisions of this section or of this Agreement, or pursuant to its regulatory powers. Lessee shall have the right to split any soil or water samples obtained by Lessor. Lessee shall reimburse to Lessor the cost of such assessments and inspections as are chargeable to Lessee pursuant hereto, within ten (10) calendar days following written demand therefor, with maximum interest rate permissible under Arkansas State Law thereafter accruing.

(l) In the event Lessor shall arrange for the removal of Materials on the Premises that are not the responsibility of Lessee to correct, and if any such clean-up activities by Lessor shall prevent Lessee from using the Premises for the purposes intended, the rent shall be abated in accordance with **Section 6(n),** hereof, from the date that the use of the Premises for its intended purposes is precluded and until the Premises again becomes available for Lessee's use. Lessor shall use reasonable efforts to not disrupt Lessee's operation, however, in no event shall Lessee be entitled to any amount on account of lost profits, lost rentals or other damages as a result of Lessor's clean-up activities.

(m) The provisions of this section shall survive the expiration or other termination of this Agreement.

SECTION 15. NOTICES

Except as herein otherwise expressly provided, all notices required to be given to Lessor and/or Lessee hereunder shall be in writing and shall be sent by overnight courier, express mail or certified mail, return receipt requested, addressed to:

FOR LESSEE
_____
_____
_____
_____

FOR LESSOR
Texarkana Regional Airport
Attn: Executive Director
201 Airport Drive
Texarkana, AR 71854

WITH A COPY TO:
Airport Real Estate Manager
201 Airport Drive
Texarkana, AR 71854

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Notices as provided in this **Section 15** shall be deemed received five (5) business days after placed in the mail. The parties, or either of them, may designate in writing from time to time any changes in address or addresses of substitute or supplementary persons in connection with said notices.

SECTION 16. CONDEMNATION

(a) If the entire Premises are taken for any public or quasi-public use under any government law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Agreement will terminate on the date the title to the Premises vests in taking condemning Lessor. Rent will be prorated to the date of termination.

(b) If a portion of the Premises (or all reasonable access to the adjacent roadways from the then-existing or comparable curb cut locations) shall be taken for any public or quasi-public use under any government law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, by right of eminent domain, Lessee shall have the option to terminate this Agreement by providing an advance written notice to Lessor, no later than ninety (90) days after entry of the order of condemning, specifying the date on which the Agreement will terminate, which date shall be the last day of any calendar month that falls within the period for giving Lessee's notice of its election to terminate. Rent will be prorated to the date of termination.

(c) If Lessee does not elect to exercise this option, then: (i) Lessee will be entitled to participate in the award of the taking; (ii) Lessee shall restore and reconstruct the improvements thereon, provided such restoration and reconstruction shall make the same reasonably tenantable and suitable for the uses for which the Premises are leased; and (iii) this Agreement shall continue in full force and effect except that the rent payable hereunder shall be equitably adjusted.

(d) If this Agreement is terminated by reason of a condemning, any compensation awarded for such taking of the Premises will be equitably apportioned between Lessor and Lessee to reflect the respective values of the encumbered fee and the leasehold interest. The termination of this Agreement shall not reflect the rights of the respective parties to such awards.

SECTION 17. GENERAL PROVISIONS

(a) It is understood and agreed that the rights and remedies of Lessor and Lessee specified in this Agreement are not intended to be and shall not be exclusive of one another or exclusive of any common law right of either of the parties hereto.

(b) Lessor and Lessee shall each be entitled to specific performance and injunctive or other appropriate equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. The specific remedies provided for in this Agreement are cumulative and are not exclusive of any other remedy. The failure of either party to insist in any one or more cases upon strict performance shall not be construed as a waiver or relinquishment for the future. No acceptance of rent with knowledge of any default shall be deemed a waiver of such default.

(c) No Trustee, officer, employee or other agent or associate of Lessor or Lessee shall be charged personally or held contractually liable by or to the other party under the provisions of or in connection with this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

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(d) Lessee has appointed a local manager, currently, United States Corporation Company as an agent for service of process in Arkansas. Due to any failure on the part of said agent or the inability of said agent to perform, Lessee does designate the Secretary of State, State of Arkansas, its agent for the purpose of service of process in any court action between it and Lessor arising out of or based upon this Agreement, and the service shall be made as provided by the laws of the State of Arkansas for service upon a nonresident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and as an alternative method of service of process, Lessee may be personally served with such process out of the State of Arkansas by the registered mailing of such complaint and process to Lessee at the address set forth herein. Any such service out of this State shall constitute valid service upon Lessee as of the date of mailing.

(e) This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has, or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States Government during time of war or national emergency.

(f) In the event suit or action is instituted to enforce any of the terms, covenants or conditions of this Agreement or litigation concerning the rights and duties of the parties to this Agreement, or to recover any amounts due hereunder, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statute, such sum as the court may adjudge reasonable as attorney's fees in such suit or action, in both trial court and appellate court.

(g) Except as herein otherwise expressly provided, whenever the approval of Lessor or its Executive Director, or of Lessee, is required herein, no approval shall be unreasonably requested or withheld.

(h) In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either Lessor or Lessee in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

(i) Except as specifically set out in this Agreement, the terms and provisions of this Agreement shall in no way affect or impair the terms, obligations, or conditions of any other agreement between Lessee and Lessor.

(j) Neither party to this Agreement shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strike, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, act of superior governmental authority, weather conditions, riots, rebellion or sabotage, or any other circumstances for which it is not responsible, or which is not within its control.

(k) This Agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of Arkansas.

(l) No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

(m) The headings of the Sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this

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Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

(n) It is hereby understood and agreed that Lessor in no way purports to be a bailee and is, therefore, not responsible in any way for any damage to the property of others, including, but not limited to, the property of Lessee, Lessee's Associates.

(o) Lessee agrees to pay, in addition to the monthly rent provided herein, all applicable sums as may be required by law for payment of leasehold or other tenant tax as required, imposed, assessed, or imputed by the state of Arkansas or other tax entity, as such laws now exist or are hereafter amended. Lessee shall present proof of local property taxes paid upon demand from Lessor.

(p) No waiver of default by either party of any of the terms, covenants, and conditions hereto to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party.

(q) Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto. The parties shall understand and agree that neither the method of computation of rent, nor any other provision contained here, nor any acts of the parties hereto creates a relationship other than the relationship of Lessor and Lessee.

(r) The Executive Director shall be designated as the official representative of Lessor in all matters pertaining to this Agreement and shall have the right and authority to act on behalf of Lessor with respect to all action required of Lessor in this Agreement.

(s) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, where permitted hereunder.

(t) No act or event, whether foreseen or unforeseen, shall operate to excuse Lessee from prompt payment of Rent or any other amounts required to be paid under this Agreement. If Lessor or Lessee in connection with obligations other than payment obligations, is delayed or hindered in any performance under this Agreement by a Force Majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such Force Majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A Force Majeure event is an act or event whether foreseen or unforeseen, that prevents a Party in whole or in part from performing as provided for in this Agreement, that is beyond the reasonable control of and not the fault of such Party, and that such Party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to acts of nature, war, riots, strikes, accidents, fire and changes in the law. Lessee hereby releases Lessor and Lessor's Associates from any and all liability, whether in contract or tort, including strict liability and negligence, for any loss, damage or injury of any nature whatsoever sustained by Lessee or Lessee's Associates during the Term, including but not limited to, loss, damage or injury to the personal property of Lessee or Lessee's Associates that may be located or stored in the Premises due to a Force Majeure event.

(u) This Agreement consists of: **Sections 1-17**, together with **Exhibits A** through **F**, attached hereto, constitute the entire agreement of the parties on the subject matter hereof and supersedes all prior agreements between the parties. This Agreement may not be changed, modified, discharged, or extended except by written instrument duly executed by the duly authorized representatives of Lessor

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and Lessee. Lessee agrees that no representations or warranties shall be binding upon Lessor unless expressed in writing in this Agreement or by valid amendment.

(Remainder of page intentionally left blank)

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: TEXARKANA REGIONAL AIRPORT AUTHORITY, signing by and through the Executive Director, authorized to execute same by Lessor action on the _____day of _____, 2021, and _____, a _____ Corporation, signing by and through its _____, duly authorized to execute same.

AGREEMENT OF LEASE BETWEEN TEXARKANA REGIONAL AIRPORT AUTHORITY

AND

_____

(LESSEE)

Representative **Attest**

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Title: _____

Date: _____

TEXARKANA REGIONAL AIRPORT AUTHORITY

Executive Director of Aviation
Texarkana Regional Airport Authority

Signature: _____Printed Name: _____

Date: _____

Chair or Vice Chair
Texarkana Regional Airport Authority

Signature: _____Printed Name: _____

Date: _____

APPROVED AS TO FORM

Attorney
Texarkana Regional Airport Authority

Signature: _____Printed Name: _____

Date: _____

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EXHIBIT A
PREMISES

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EXHIBIT B
RENTAL SUMMARY

Agreement:	Non-Aeronautical Use Agreement of Lease for Texarkana Regional Airport (TXK)
Tenant:	City of Texarkana, Arkansas *On Behalf of the Texarkana, Arkansas Police Department* 216 Walnut Street Texarkana, AR 71854
Premises:	6,615 SQ. Ft. Building and 9,522 SQ. Ft. of parking sited on 3.27 acres at 3801 E. 19th Street. Texarkana, AR 71854 located at Texarkana Regional Airport
Allowed Use(s):	Emergency Operations Center, Office Space, Vehicle/Equipment Storage
Term of Lease:	Term will begin _____ and continue until 5 years after the Commencement Date (which will be no later than_____).
Rent:	Rent, beginning on the Commencement Date, of $_____ per square foot, per year. Ground rent is subject to CPI adjustments beginning ******* and every *** (*) years thereafter while the Agreement is in force.
Performance Guarantee:	**Commercial General Liability**
	Bodily Injury $1,000,000 per occurrence & aggregate
Insurance Requirements:	Property Damage $1,000,000 per occurrence & aggregate
	Workers' Compensation and Employer's Liability
	Employers' Liability $100,000 each accident

NOTE: This page is intended as general summary only, for ease of review. In the event of any conflict between this page and the Agreement, the Agreement (being more precise) will prevail.

EXHIBIT C
NONDISCRIMINATION REQUIREMENTS

(a) During the performance of this Agreement, Lessee for itself, its personal representatives, assigns and successors in interest agrees as follows:

1. **Compliance With Regulations.** Lessee shall comply with the Regulations relative to nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. **Nondiscrimination.** Lessee shall not discriminate on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Lessee shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitation either by competitive bidding or negotiation made by Lessee for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Lessee of Lessor's obligation under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation.

4. **Information and Reports.** Lessee shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Lessor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish this information, Lessee shall so certify to Lessor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of Lessee's noncompliance with the nondiscrimination provisions of this Agreement, Lessor shall impose such Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to: (1) withholding of payments under the Agreement until there is compliance, and/or (2) cancellation, termination, or suspension of the Agreement, in whole or in part. In the event of cancellation or termination of the Agreement (if such Agreement is a lease), Lessor shall have the right to re-enter the Premises as if said Agreement had never been made or issued. These provisions shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

6. **Incorporation of Provisions.** Lessee shall include the provisions of paragraphs (a) through (e), above, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Lessee

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shall take such action with respect to any subcontract or procurement as Lessor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Lessee becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Lessee may request Lessor to enter into such litigation to protect the interests of Lessor and, in addition, Lessee may request the United States to enter into such litigation to protect the interests of the United States.

7. Lessee, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement, for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulation may be amended.

8. Lessee, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted

Programs of the Department of Transportation, and as said Regulations may be amended.

(b) During the performance of this Agreement, Lessee, for itself, its assignees and successors in interest agrees as follows:

Lessee agrees to undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participation in any employment, contracting, or leasing activities covered in 14 CFR Part 152, Subpart E. Lessee agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Lessee agrees that it will require its covered suborganizations to provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 CFR Part 152, Subpart E, to the same effect.

Lessee agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program, and by any Federal, State, and Municipal agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. Lessee agrees that State, or City affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14

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CFR 152.409. Lessee agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14 CFR Part 152, Subpart E.

If required by 14 CFR Part 152, Lessee shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed in accordance with the standards in Part 152. Lessee shall similarly require each of its covered suborganizations (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

If Lessee is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short and long-range goals for equal employment opportunity under Part 152, then Lessee shall nevertheless make good faith efforts to recruit and hire minorities and women for its workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Lessee shall similarly require such affirmative action steps of any of its covered suborganizations, as required under Part 152.

Lessee shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable the FAA Office of Civil Rights to ascertain if there has been and is compliance with this subpart, and Contractor shall require its covered suborganizations to keep similar records as applicable.

Lessee shall, if required by Part 152, annually submit to Lessor the reports required by Section 152.415 and Lessee shall cause each of its covered suborganizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to Lessee who shall, in turn, submit same to Lessor for transmittal to the FAA.

(c) Lessee, for itself, its assignees and successors in interest agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participating in any activity conducted with or benefiting from Federal assistance. This "Provision" obligates Lessee or its transferee, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the Agreement.

Lessee shall not discriminate on the basis of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the performance of this Agreement. Failure by Lessee to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Lessor deems appropriate.

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EXHIBIT D
ENVIRONMENTAL DOCUMENTS

Company Name:

_____

Mailing Address:

_____
Street or Post Office Box

City: _____ State: _____ Zip Code: _____

Type of Agreement:

_____

Please describe the activities performed and services provided on leasehold:

_____

_____

_____

_____

- Will there be fueling: Yes __ No __
- Will there be maintenance: Yes __ No __
- Will there be plane washing: Yes __ No __

Lessee has the following documents, if applicable, which may be requested by Lessor for review: If not applicable, denote "NA"

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- Best Management Plan dated _____.
- Stormwater Pollution Prevention Plan dated _____.
- Spill Prevention Control and Countermeasures Plan dated _____.
- Hazardous Materials Plan dated _____.
- Other applicable environmental plans:

_____

- Is Lessee required to file the SARA Title III Reporting? Yes __ No __
    - If Yes, was last filed on (date) _____.
- Is Lessee a generator of hazardous waste pursuant to 40 CFR 261?
    - Yes___ No ___. If Yes, the status is ___ conditionally exempt; ___ small; ___ large quantity Generator.

If required, reports were filed on (date) _____.

The following environmental licenses and/or permits (Federal, State, and Municipal) are issued to Lessee: (These licenses/permits include, but are not limited to, storage tanks, hazardous material, air, solid waste, hazardous waste, industrial wastewater pretreatment, and storm water.)

Permit Name/Type	License No.	Date Expires
1.		
2.		
3.		
4.		
5.		
6.		

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EXHIBIT E
MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

BETWEEN

TEXARKANA REGIONAL AIRPORT AUTHORITY

AND

CITY OF TEXARKANA, ARKANSAS

THIS MEMORANDUM OF UNDERSTANDING, made by and between the **TEXARKANA REGIONAL AIRPORT AUTHORITY** ("Authority") and **CITY OF TEXARKANA, ARKANSAS**, o*n behalf of the Texarkana, Arkansas Police Department, an agency of the City of Texarkana, Arkansas* ("City")

WHEREAS, Authority, with a primary business address of 201 Airport Dr. Texarkana, AR 71854, is a public government entity, governed by the United States of America, State of Arkansas, City of Texarkana, Texas and City of Texarkana, Arkansas to own, operate, and maintain the Texarkana Regional Airport;

WHEREAS, City, with a primary business address of 216 Walnut Street Texarkana, AR 71854, is a municipal government entity;

WHEREAS, in consideration for City entering into an Agreement of Lease with the Authority for the Authority owned property and building located at **3801 E. 19th Street, Texarkana, AR 71854**, Authority hereby agrees to reimburse City, during the Term of the Agreement of Lease, for administration and training costs (identified in **Exhibit F**) expended for the Texarkana Arkansas Police Department employees of City that work at the Texarkana Regional Airport;

WHEREAS, City agrees to lease the Premises defined in the Agreement of Lease in accordance with all terms, covenants, and conditions of the Agreement of Lease and in accordance with all rules, regulations, and requirements set forth by any Federal, State, and Municipal government body having jurisdiction

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Memorandum of Understanding according to the provisions set out herein:

City	**Authority**
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Date: _____	Date: _____

EXHIBIT F
CITY ADMINISTARTION AND TRAINING COSTS

	Cost	**Quantity**	**Total**								
Unit 249	$8,500.00	1	$8,500.00								
Unit 249 Fuel	$2,000.00	1	$2,000.00								
Unit 249 Maintenance	$900.00	1	$900.00								
AWINS Radio		4									
Uniform	$2,000.00	4	$8,000.00								
Duty Weapon	$428.50	4	$1,714.00								
Net Motion	$115.00	1	$115.00								
Net Motion Maintenance	$75.00	1	$75.00								
Training	$700.00	4	$2,800.00			Virtual Academy	45	PMAM	80	Benchmark	52
CLEST Certification		4									
E1 License	$98.00	4	$392.00			email & Office					
Communications Fee	$25.00	1	$25.00			ACIC Varies on number of queries					
Duty Ammunition	$50.00	4	$200.00								
Training Ammunition	$100.00	4	$400.00								
Unit 249	$8,500.00	1	$8,500.00								
TOTAL	$14,991.50		**$25,121.00**								

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APPRAISAL REPORT

Existing Industrial Property
Owner: Texarkana Airport Authority
3801 East 19th Street
Texarkana, AR 71854

Prepared For:
Texarkana Regional Airport
ATTN: Mr. Paul Merlich
201 Airport Drive
Texarkana, AR 71854

Effective Date of Appraisal
March 12, 2020

BY

ROBIN P. BECK, MAI
THE APPRAISAL GROUP
3601 NORTH ROBISON ROAD
TEXARKANA, TX 75501

THE APPRAISAL GROUP
Real Estate Appraisals
3601 North Robison Road
Phone (903) 793-3211 ~ Texarkana, TX 75501 ~ Fax (903) 793-3307

March 18, 2020

Texarkana Regional Airport
ATTN: Mr. Paul Merlich
201 Airport Drive
Texarkana, AR 71854

Existing Industrial Property
Owner: Texarkana Airport Authority
3801 East 19th Street
Texarkana, AR 71854

Dear Sirs/Madams:

As requested, I have completed an Appraisal Report, of the above referenced property for the purpose of reporting to you an estimate of the "Market Value" of the subject property, **As Existing,** as of the date of appraisal. An on-site property visit was completed by me as of this effective date. During the on-site inspection, I looked for any indications of adverse environmental conditions and did not observe any such indications.

The subject property is an existing industrial property owned by Texarkana Airport Authority. The subject property includes an industrial building including a total of 8,798 square feet of gross building area. Additionally, there are typical site improvements for the existing use consisting primarily of on-site parking and fencing. The total site includes a single tract of land totaling 5.50 acres. The subject property is situated at and municipally identified as 3801 East 19th Street, Texarkana, Miller County, Arkansas.

The appraisal is made in accordance with the "Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute" of which I am a member. The property is appraised applicable to the fee simple estate, free and clear of any liens or encumbrances.

The site is **not in a Wetlands area** per "National Wetlands Inventory Map". A Map is included herein.

LETTER
PAGE 2

Based on the analysis of the data obtained, my opinion of Market Value of the subject property, **"As Existing"** as of March 12, 2020, the date of the most recent property visit, based on a reasonable exposure period which is estimated to be 6 to 9 months, is estimated as follows:

"As Existing"	**$260,000**

EXTRAORDINARY ASSUMPTIONS:

1. It appears that part of the site may be within the East 19th Street right of way (ROW). The Tax Assessor's Plat indicates the property lines to be at the south side of that ROW. Also, the private drive that accesses the airport service entrance appears to run through the east side of the property actually segmenting part of the site. Usable land appears to be reduced by approximately 1.25 acres or 23%. A survey is recommended to ascertain accurate land size.

The attached report is a summary of the pertinent data upon which the final estimate of value is predicated.

It has been a pleasure to serve you.

Respectfully Submitted,

Robin P. Beck, MAI
Arkansas State Certified General Real Estate Appraiser
CG1533N; Certified through February 10, 2021

RPB/hs

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BASIC ASSUMPTIONS

The certification of the value estimate is expressly subject to the following assumptions and stipulations:

No opinion is intended to be expressed for legal matters or that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers, although such matters may be discussed in the report. It is assumed that the title is marketable, held in fee simple, and the legal description furnished us is correct.

Information gathered is from sources believed to be reliable, and is assumed to be correct.

The property is appraised as though under responsible ownership and competent management.

The physical condition of the improvement described herein was based on visual inspection. No liability is assumed for the soundness of members, equipment, or soil conditions.

HAZARDOUS MATERIALS: Unless otherwise stated in the report, the appraiser signing the report has no knowledge concerning the presence or absence of hidden or exposed ureaformaldehyde foam insulation, asbestos insulation, lead-based paints, toxins or any other hazardous materials in the existing improvements. My assumption is that such materials are not a part of the construction or the land appraised. If such materials are present, the value of the property may be adversely affected, and reappraisal at additional cost necessary to estimate the effects of such materials may be necessary.

THE AMERICANS WITH DISABILITIES ACT (ADA) - became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

The improvement is considered to be within the lot lines and, except as herein noted in accordance with local zoning and building ordinances. Any plot, diagrams, and drawings found herein are to facilitate and aid the reader in picturing the subject property and are not meant to be used as referenced in matters of surveys.

The distribution of total valuation in this report between land and improvements applies only under the existing program of utilization. This appraisal and the separate valuations of land and building must not be used in reference to any other appraisal and are invalid if so used.

If the subject property is a geographic portion of a larger parcel of real estate, the value reported is for that portion only and should not be construed as applying with equal validity to other portions of the large parcel or tract. In addition, the value reported for the subject, plus the value of all other geographic portions, may or may not equal the value of the entire parcel or tract.

Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of The Appraisal Institute. Neither all nor any part of the contents of this report (especially any conclusions as to value), the identity of the appraiser, or the firm with which he is connected or any reference to The Appraisal Institute shall be disseminated to the public through advertising media, public relations, or communications without prior written consent and approval.

APPRAISAL QUALIFICATIONS OF ROBIN P. BECK, MAI

PERSONAL:

Home Address: 11 Dreyer Place, Texarkana, TX 75501
Business Address: 3601 North Robison Road, Texarkana, TX 75501
Phone (903)793-3211; Fax (903-793-3307; E-mail – robinpbeck@hotmail.com

DESIGNATION:

Member, The Appraisal Institute (MAI) Certificate No. 6847. Awarding of the "MAI" designation requires extensive education and experience in real estate appraisal, as well as completion of a demonstration appraisal report, and successful completion of a comprehensive examination. The Appraisal Institute has a mandatory program of recertification for its designated members. As of the date of this report, Robin P. Beck has completed the requirements of the continuing education program of the Appraisal Institute.

CERTIFICATION:

State of Texas Certified General Real Estate Appraiser No., TX-1329456-G
State of Louisiana Certified General Real Estate Appraiser No. G0047
State of Arkansas Certified General Real Estate Appraiser No. CG1533N

PROFESSIONAL EXPERIENCE:

Active in Real Estate Appraisal since November, 1975.
Associated with The Appraisal Group, Texarkana, TX, January, 2001
Self-employed Real Estate Appraiser July, 1984 to January, 2001, Minden, LA
Adjunct Professor, Louisiana Tech University, Ruston, LA 1994-2000
Former Real Estate Broker, State of Louisiana

ACADEMIC: - East Texas State University, B.B.A. (Management Emphasis)

CONTINUING EDUCATION:

Seminars recently attended for credit toward recertification with direct emphasis in professional appraisal practice include:
"Adjusting for Financing Differences in Residential Properties", November 15, 1985, Shreveport, LA.
"Retirement Community Development", March 21, 1986, Alexandria, LA. Emphasis on retirement centers, nursing homes - development and financing.
"Federal Home Loan Bank Board Memorandum R-41C", January 30, 1987, New Orleans, LA. Emphasis on contents and requirements of R-41C.
"Real Estate Risk Analysis", April, 1987, Baton Rouge, LA. Emphasis on quantitative analysis addressing risk and return on investment.
"Capitalization Overview", October 8, 1987, Jackson, MS.
"Real Estate Finance Review Seminar", March 18, 1988, Alexandria, LA
"Hotel-Motel Valuation Seminar", October 27, 1988, Jackson, MS
"Uniform Commercial & Industrial Report", April 20,1989, Natchez, MS
"Standards of Professional Practice Update", April 20, 1989, Natchez, MS
"Litigation Valuation", October 13, 1989, Shreveport, LA
"Local Research & Forecasting", October 18, 1990, Jackson, MS
"Four Case Studies, Retail, Office, Warehouse, G.I.S., October 18, 1990, Jackson, MS
"Appraiser's Legal Liabilities, November 1, 1991, Dallas, TX
"Valuation of Leasehold Interests", November 15, 1991, Jackson, MS
"Developments in Income Property Valuation", February 14, 1992, Kenner, LA
"Income Property Valuation for the 1990s", October 9, 1992, Shreveport, LA
"FIRREA Compliance for Fee Appraisers", April 16, 1993, Baton Rouge, LA
"Standards of Professional Practice, Part B, April 23-24, 1993, Dallas, TX
"The Uniform Commercial/Industrial Appraisal Report, April 22, 1994, Baton Rouge, LA
"FHA Appraiser Training, January 24, 1995, Shreveport, LA
"Understanding Limited Appraisals and Reporting Options", September 30, 1994, Monroe, LA
"Experience Review Training Program", April 24, 1994, Baton Rouge, LA
"Standards of Professional Practice, Part A", September 11-12, 1996, Baton Rouge, LA
"Standards of Professional Practice, Part B", September 13-14, 1996, Baton Rouge, LA
"Appraisal of Other Types of Properties", October 17, 1997, Baton Rouge, LA
"Fair Housing" and "Real Estate License Law", September 1, 1999, Bossier City, LA
"The Federal Housing Administration's Homebuyer, Protection Plan and the Appraisal Process", October 15, 1999, Bossier City, LA
"Uniform Standards of Professional Practice", November 17, 2000, Bossier City, LA
"Appraising Manufactured Housing", April 9, 2001, Dallas, TX
"Real Estate Fraud: The Appraiser's Responsibilities and Liabilities", April 9, 2001, Dallas, TX
"Apartment Appraisal: Concepts and Applications, AI Course 330, October 18-19, 2002, Dallas, TX
"7-Hour USPAP Update" (Course 400), April 9, 2003, Dallas, Texas
"LA-DOTD Guidelines For Appraisers Workshop", April 22, 2003, Alexandria, LA
"Business Practices and Ethics" (Course 420), December 12, 2003, Dallas, Texas
"Appraisal Review: General Seminar", December 2, 2004, Dallas, Texas

CONTINUING EDUCATION (Continued):
"Supporting Capitalization Rates Seminar", December 3, 2004, Dallas, Texas
"7-Hour USPAP Update" (Course 400), April 14, 2005, Tyler, Texas
"Online Scope of Work: Expanding Your Range of Services", Appraisal Institute, Chicago, June 9, 2005
"Online Analyzing Distressed Real Estate", Appraisal Institute, Chicago, November 18, 2005
"Uniform Appraisal Standards of Federal Land Acquisitions: Practical Applications for Fee Appraisers", Appraisal Institute, Dallas, TX, November 6-7, 2006
"7-Hour USPAP Update", The Appraisal Foundation and The Appraisal Institute, April 12, 2007, Tyler, Texas
"Online Appraising Convenience Stores", The Appraisal Institute, November 27, 2007, Chicago, IL.
"Condemnation Appraising: Basic Principles and Applications", The Appraisal Institute, March 19-20, 2008, Austin, TX.
"Business Practices and Ethics" (Online Course 420), September 17, 2008, Chicago, IL
"Appraisal of Nursing Homes" (Online Seminar), November 12, 2008, Chicago, IL
"7-Hour USPAP Update", The Appraisal Foundation and The Appraisal Institute, March 27, 2009, Dallas, Texas
"Online Cool Tools: New Technology for Real Estate Appraisers", The Appraisal Institute, September 18, 2009.
"Online Eminent Domain and Condemnation", The Appraisal Institute, November 18, 2010.
"Online Marshall & Swift Commercial Cost Training", The Appraisal Institute, January 17, 2011.
"Online 7-Hour USPAP Update", The Appraisal Foundation and The Appraisal Institute, June 16, 2011.
"Online Appraisal Curriculum Overview – Residential", The Appraisal Institute, October 20, 2011.
"Online Appraisal Curriculum Overview – General", The Appraisal Institute, October 31, 2011.
"On-line Subdivision Valuation", The Appraisal Institute, January 21, 2013, Chicago, IL.
"7-Hour National USPAP Equivalent Course", The Appraisal Institute, January 25, 2013.
"Business Practices and Ethics" (Online Course 420), July 31, 2013, Chicago, IL
"Litigation Appraising: Specialized Topics and Applications", November 11-12, 2013, The Appraisal Institute, Austin, TX
"Condemnation Appraising: Principals and Applications", April 2-5, 2014, The Appraisal Institute, Austin, TX
"7-Hour National USPAP Equivalent Course", The Appraisal Institute, June 6, 2015.
"Online Appraising Convenience Stores", The Appraisal Institute, January 20, 2016, Chicago, IL.
"Online Comparative Analysis", The Appraisal Institute, January 6, 2017.
"7-Hour National USPAP Equivalent Course", The Appraisal Institute, January 7, 2017.
"Online Forecasting Revenue", The Appraisal Institute, May 23, 2017
"Online Analyzing Operating Expenses", The Appraisal Institute, January 12, 2018
"7-Hour National USPAP Equivalent Course", The Appraisal Institute, January 18, 2019.
Online Course "Rates and Reasonableness, Making Sense of GIM, OAR, and DCF", The Appraisal Institute, January 21, 2019
"Business Practices and Ethics" (Online Course 420), January 21, 2019, Chicago, IL
"Valuation Resources for Photovoltaic Systems", The Appraisal Institute, June 10, 2019
"Cool Tools: New Technology for Real Estate Appraisers", The Appraisal Institute, February 5, 2020
"Fundamentals of the Uniform Appraisal Standards for Federal Land Acquisitions", The Appraisal Institute, February 1, 2020

AIREA Courses Credits:

8,	Single-family Residential Appraisal, Houston, TX
1-A	Basic Appraisal Principals, Dallas, TX
1-B	Capitalization Theory & Techniques, Parts 1,2,& 3., Memphis TN
2-1	Case Studies in Real Estate Valuation, Houston, TX
2-2	Valuation Analysis and Report Writing, Houston, TX
2-3	Standards of Professional Practice, Orlando, Florida
6,	Introduction to Real Estate Investment Analysis, St. Petersburg, Florida
420	Standards of Professional Practice, Part B, Dallas, TX

PROPERTIES APPRAISED:
Single-family Residential experience is extensive, quite varied, and includes proposed as well as existing construction. Income property experience is also varied and includes, but not limited to, appraisal of apartments, churches, shopping centers, service stations, motels, medical facilities, nursing homes, assisted living centers, subdivisions, office buildings, industrial buildings, and vacant land. Multi-family residential experience is quite extensive as well and includes numerous appraisals for HUD program financing and low income housing tax credit projects.

APPRAISAL CLIENTS:
Regular appraisal clients include, but are not limited to the following:
Capital One Bank (Formerly Hibernia National Bank), New Orleans, Minden, & Shreveport, LA; Texarkana, TX
Regions Bank, Minden, Shreveport, and Monroe, LA; Texarkana, TX
Wells Fargo Bank, Texarkana, TX
BancorpSouth, Texarkana, TX
Commercial National Bank, Texarkana, TX
Farmers Bank & Trust, Magnolia, Camden, Texarkana
MBL Bank (formerly Minden Building and Loan), Minden, LA
Citizens Bank & Trust, Springhill and Minden, LA
Citizens Bank & Trust, Vivian, LA
State of Louisiana, Department of Transportation, Baton Rouge, LA
State of Texas, Department of Transportation, Austin, LA

Expert Witness Experience:
I have served as expert witness in court of law in various Counties of Texas and Arkansas; and various Parishes of Louisiana, and in Federal Bankruptcy Court.

TALCB

TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: **ROBIN PIERCE BECK**

License #: **TX 1329456 G**

License Expires: **06/30/2021**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Douglas E. Oldmixon
Commissioner

T-009-20

STATE OF ARKANSAS

APPRAISER LICENSING & CERTIFICATION BOARD

Attests that

Robin P Beck

On this date was certified as a

STATE CERTIFIED GENERAL APPRAISER

The Arkansas Appraiser Licensing and Certification Board hereby affirms that this Certification is issued in accordance with all the requirements of Arkansas Code Annotated, Section 17-14-101 et seq., and subsequently adopted "Rules and Regulations" and shall remain in force when properly supported by a current pocket identification card.

2/11/2020	CG-1533
Date Issued	Certification Number

Cary C. Maddux

Chairman, AALCB

Arkansas Appraiser Licensing & Certification Board

This is to certify that
Robin P Beck
Credential # CG-1533
has complied with the requirements of Arkansas code 17-14-201 et seq.; and is the holder of a valid credential. This card is for identification purposes only.
Expiration Date: 2/10/2021 Cary C. Maddux
Chairman

IDENTIFICATION OF THE SUBJECT

The subject property is an existing industrial property owned by Texarkana Airport Authority. The subject property includes an industrial building including a total of 8,798 square feet of gross building area. Additionally, there are typical site improvements for the existing use consisting primarily of on-site parking and fencing. The total site includes a single tract of land totaling 5.50 acres. The subject property is situated at and municipally identified as 3801 East 19th Street, Texarkana, Miller County, Arkansas.

Legal Description

A part of the Northeast Quarter (NE¼) of Section Twenty-one (21), Township Fifteen (15) South, Range Twenty-eight (28) West, Miller County, Arkansas, more particularly described as follows:

Commence at the Southwest corner of the Northwest Quarter of the Northeast Quarter (NW¼ NE¼) of Section Twenty-one (21), Township Fifteen (15) South, Range Twenty-eight (28) West, Miller County, Arkansas, and run North 45° 43' East for a distance of 48.16 feet to the Point of Beginning of this tract of land; Thence continue North 45° 43' East for a distance of 280.96 feet to a point; Thence run South 44° 17' East for a distance of 580.00 feet to a point; Thence run South 45° 43' West for a distance of 383.39 feet to a point; Thence run North 87° 07' West for a distance of 250.02 feet to a point on the East right of way of Union Avenue; Thence run North 2° 53' East along the East right of way of Union Avenue for a distance of 222.69 feet to a point; Thence run North 20° 18' West along the East right of way of Union Avenue for a distance of 268.43 feet back to the Point of Beginning, containing 5.50 acres of land, more or less; SAVE AND EXCEPT, however, any oil, gas and/or other minerals that may have been reserved to others.

APPRAISAL PROBLEM

Purpose of the Appraisal
The purpose of this appraisal is to estimate the market value of the property rights described below as of the Date of Appraisal.

Intended User
Texarkana Regional Airport
ATTN: Mr. Paul Merlich
201 Airport Drive
Texarkana, AR 71854

Intended Use of the Appraisal
The Intended Use of the appraisal is for use in ownership decisions applicable to the property.

Property Rights Appraised
The property is appraised as if owned in fee simple title, free and clear of any liens or encumbrances. No mineral rights are considered.

Date of Appraisal
The effective date of this appraisal, which is the date of property visit and viewing, is March 12, 2020

Date of Appraisal Report
The date of this appraisal report is March 18, 2020

Definition of Market Value
There are many definitions of Market Value, due to the ever-changing economic conditions which impact the value of real estate. The following definition is acceptable to The Appraisal Institute and is defined in the "Uniform Standards of Professional Practice", adopted by the Appraisal Foundation and The Appraisal Institute.

> The most probable price in cash which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
>
> 1. Buyer and seller are typically motivated.
> 2. Buyer and seller are well informed or well advised, and each acting in what he considers his own best interest.
> 3. A reasonable time is allowed for exposure in the open market.
> 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto and
> 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

HISTORY OF SUBJECT PROPERTY:
Subject property has been in the same ownership since 1978. To my knowledge, there the property has not been listed or offered for sale during this ownership.

APPRAISAL PROBLEM (Continued):

DISCUSSION OF REASONABLE MARKETING PERIOD:

Marketing Time (or Period) is defined as "An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal."

(Source: The Dictionary of Real Estate, Fifth Edition)

As required by appraisal reporting practice, the marketing period for the subject property must be discussed and analyzed as appropriate. Based on the overall economic conditions of the neighborhood and city and further based on the expected market demand for a property such as subject, the normal marketing time for such a property is estimated to be approximately nine months to twelve months. Support for this conclusion is based in part on the normal marketing period observed for various commercial, industrial, multifamily, and vacant properties throughout the area in the past five years. It is anticipated that the subject property would receive average marketing demand and the marketing period is estimated accordingly. The estimate of Market Value herein reported is based on the subject property being reasonably marketed with this reasonable marketing period considered applicable.

DEFINITION OF EXPOSURE TIME:

1. The time a property remains on the market.

2. The estimate length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

(Source: The Dictionary of Real Estate, Fifth Edition)

As required by appraisal reporting practice, the marketing period and the exposure time for the subject property must be discussed and analyzed as appropriate. Based on the overall economic conditions of the neighborhood and area and further based on the expected market demand for a property such as subject, the normal marketing time for such a property is estimated to be one year. Support for this conclusion is based in part on the normal marketing period observed for various commercial, industrial, multifamily, and vacant properties throughout the area in the past five years. It is anticipated that the subject property would receive average marketing demand and the marketing period is estimated accordingly. The estimate of Market Value herein reported is based on the subject property being reasonably marketed with this reasonable marketing period considered applicable.

Based upon an analysis of the sales data, and overall market area, it is my opinion that the appropriate exposure time is approximately six to nine months, assuming a reasonable price and competent marketing/management.

SCOPE OF THE APPRAISAL

APPRAISAL DEVELOPMENT AND REPORTING PROCESS:

In preparing the appraisal, the appraiser made an on-site visit to the property including a complete exterior and interior viewing of the property and an examination of the neighborhood. All property data and market data pertinent to the appraisal problem was analyzed and considered in the development of the applied approaches to value.

To develop the opinion of value, the appraiser performed an appraisal process, in accordance with the Uniform Standards of Professional Appraisal Practice utilizing all of the three approaches to value.

The Cost Approach measures current market reproduction costs. This approach has less reliability in valuing older properties similar to the subject's improvements but is typically used for support to the other more applicable approaches. This approach is not developed in this case per the agreement with client. This approach may be meaningful, but typically has less reliability in valuing older properties similar to the subject's improvements and is typically used for support to the other more applicable approaches. In this case, omission of this approach is reasonable due to the property type and its age, and the other approaches would likely offer a better supported value estimate.

The Direct Sales Comparison Approach includes an analysis of available current market sales or listings of similar properties and attempts to derive applicable units of comparisons that may include price per square foot, overall capitalization rates, gross income multipliers, and other units of comparison. When sufficient data is available, this approach can offer a reliable value indication for properties similar to the subject.

The Income Approach is an analysis of the subject property based on an investment motivation, i. e., what will a typical investor of real estate pay for the actual or potential income available to the property based on market derived criteria. This approach may employ a direct capitalization of the estimated net operating income or the discounted cash flow analysis, or both, to establish an opinion of value. This approach is usually given primary consideration when valuing typical investment properties.

In the appraisal process, the appraiser has obtained data or information from some or all of the following sources or methods:

On-site inspection of the subject property and the market area.

Research and/or personal contact from the client, public records, real estate agent, brokers, real estate appraisers, sellers, buyers, tenants, occupants, third party participants, etc.

General data applicable to demographics, census data, publications, etc.

Construction cost estimates from local contractors, building permits, construction cost services, etc.

Uniform Standards of Professional Appraisal Practice, Appraisal Foundation, current edition.

Uniform Standards of Professional Appraisal Practice, Appraisal Institute.

Area Analysis 2020
Texarkana Metropolitan Area

Analysis of a local economy often focuses on trends in population, employment and income; hence, the conditions and prospects of a local economy are relevant for most appraisal assignments. The value of real estate in a community or region is affected by the strength of demand for its use. The economic condition of the community is a fundamental determination of the value of residential real estate in the market and of the value of office buildings, industrial buildings, retail properties and other types of real estate that serve the resident population.

The Texarkana, TX-Texarkana, AR Metropolitan Statistical Area (MSA), as defined by the United States Office of Management and Budget, was originally a two-county region anchored by the twin cities of Texarkana, Texas and Texarkana, Arkansas, and encompassing the surrounding communities in Bowie County, Texas and Miller County, Arkansas, and was expanded in 2012 to include Little River County, Arkansas. The Texarkana, TX-AR Metro Area has a combined population of 151,675 (2018 estimate).
Texarkana Post Office at the junction of State Line (33°26' 14"N, 94° 4' 3"W). The city is located at the junction of Interstate 30 and US Highways 59, 67, 71, and 82 in extreme northeast Texas or extreme southwest Arkansas, along the Texas-Arkansas border. It was rumored to have been named for its location on the state line between Bowie County, Texas and Miller County, Arkansas, just a short distance from the Louisiana border, although, there is some debate about the actual origins of the name, which was in use before the naming of the city. A more detailed history can be found at The Handbook of Texas Online. Annual Average Temperature 64.9 degrees, (January 44.4 degrees; July 82.8 degrees). Annual Average Rainfall 45.3 inches. Annual Average Snowfall 1.6 inches. Prevailing Wind Direction is Southwest. Elevation is 390 feet. Humidity (noon average) is 71%.

The topography is generally forest with hills, and includes clay, sandy and alluvial soils. The Red River travels along the northern boundaries of Miller and Bowie Counties, and the southern boundary of Little River County, in an east and west direction. There are 5 rivers and more than 100 lakes within a 50-mile radius. Millwood Lake is 22± miles north, and Lake Wright Patman is located 10± miles Southwest. Both provide water for the city.

LAND AREA	2020
City Limits	Square Miles
Texarkana, Ar	41.88 mi²
Texarkana, Tx	29.46 mi²
Counties	
Miller County, Ar	637 mi²
Bowie County, Tx	923 mi²
Little River, Ar	565 mi²

Source: Texarkana Chamber of Commerce

REGIONAL ANALYSIS – continued

History -Texarkana was founded in 1873 on the junction of two railroads. The name is portmanteau of TEXas, ARKansas, and nearby LouisANA. The Texarkana metropolitan area was first defined in 1960. then known as the Texarkana, TX-Texarkana, AR Standard Metropolitan Statistical Area, it consisted of Bowie County, Texas and Miller County, Arkansas. State Line Avenue follows the Texas-Arkansas state line throughout much of Texarkana. The two "sides" of Texarkana are separated only from a political standpoint. Thousands of locals actually live in one state and work in the other.

Government - Texarkana, Arkansas City Government, has a Mayor/Board type government, and Miller County has a County Judge & Quorum Court. Texarkana, Texas City Government has a Mayor/Council type government and Bowie County has a County Judge & Commissioners Court.

Transportation - Highway projects to expand area highways and relieve strain on the Richmond Rd. and Summerhill Rd. exits, including continuous access roads, expanded bridges, and a new I-30/US 59 interchange have been completed. I-49 was extended from Shreveport to Texarkana, with a future extension planned to Kansas City in the US 71 corridor

TRANSPORTATION

Railroads
- Union Pacific, Kansas City Southern and Amtrak
- More than 90 freight trains travel through Texarkana daily
- Amtrak service daily

Highways
- Interstate: I-30, I-49 complete to Louisiana and proposed I-69
- U.S. Highways: 59, 67, 71 and 82
- Texas State Highway: 93
- Arkansas State Highways: 296, 237, 245 and 196

Motor Freight
- Over 39 freight terminals
- Over 1 million tons of finished products shipped out annually
- Thousands of pounds of raw and consumer goods shipped in daily

Bus Service
- Greyhound Lines: Provides 38 connections daily
- Several local charter services available

Automobile Rental
- 7 local rental companies
- Over 325 rental vehicles located in Texarkana

Air
- Texarkana Regional Airport Runway: 6600 feet
- American Eagle and Continental Connection
- 4 daily round trip flights to Dallas/Ft. Worth International Airport
- And 4 non stop flights to Houston Intercontinental George Bush

Airport
- Fixed Based Operator: TAC Air
- Cargo Airlines: FedEx, United Parcel Service, Purolator Courier, Air Borne Express and Texarkana Air Freight

Water
- One day service via railway to the Port of Shreveport

Location and length of time goods in transit from Texarkana MSA

City	Miles	Days by Railcar	Days by Truck	Days by LTL
Atlanta	629	3	2	3
Chicago	771	2	2	3
Dallas	178	1	1	1
Houston	287	3	1	2
Kansas City	463	2	2	3
Los Angeles	1548	3	3	5
New Orleans	390	3	1	2
New York City	1363	4	3	5
St. Louis	486	2	1	2

Data from Texarkana Chamber of Commerce

REGIONAL ANALYSIS – continued

Public Utilities Providers for Texarkana
Windstream Communication, CenterPoint Energy Arkla, Southwest Arkansas Electric Cooperative, AEP Southwestern Electric Power Company, CableOne, Texarkana Water Utilities, Bowie-Cass Electric Co-Op.

Population
The Texarkana metropolitan area has not experienced any major growth in population over the previous thirty years. The following charts show Texarkana MSA and county population growth.

Texarkana Market Overview 2020
Demographics Texarkana MSA Population

DATE	Population	% Change	Total Change	Births
2012	149,705	0.06%	83	1,957
2013	149,687	-0.01%	-18	1,942
2014	149,592	-0.06%	-95	1,973
2015	149,827	0.16%	235	1,944
2016	150,257	0.29%	430	1,992
2017	150,254	0.00%	-3	1,974
2018	150,242	-0.01%	-12	1,911

Source: U.S. Census Bureau

County Population Growth

BOWIE COUNTY

DATE	Population	% Change	Total Change	Births	Deaths
2012	93,129	0.22%	207	1,223	921
2013	93,487	0.38%	358	1,197	1,008
2014	93,502	0.02%	15	1,213	976
2015	93,494	-0.01%	-8	1,220	1,035
2016	93,994	0.54%	500	1,251	1,001
2017	93,977	-0.02%	-17	1,232	1,039
2018	94,324	0.37%	347	1,187	1,045

MILLER COUNTY

DATE	Population	% Change	Total Change	Births	Deaths
2012	43,660	-0.22%	-97	598	437
2013	43,461	-0.46%	-199	605	437
2014	43,566	0.24%	105	604	376
2015	43,912	0.79%	346	610	433
2016	43,842	-0.16%	-70	605	533
2017	43,884	0.10%	42	581	494
2018	43,592	-0.67%	-292	568	470

Source: U.S. Census Bureau

REGIONAL ANALYSIS – continued

Economic Factors - Although the economy is generally agricultural, Texarkana also provides many jobs in manufacturing and distribution industries. The excellent natural resources of water, materials, and people lend support to continuous growth.

Texarkana is the regional medical center for a population of more than 400,000 within a 60-mile radius. Over 675 beds are staffed with more than 3,150 health care professionals in order to serve the medical needs of the region at Wadley and CHRISTUS St. Michael hospitals. Other
medical facilities include two rehabilitation hospitals with 140 beds. Special needs of the elderly are filled by 10 full-care nursing homes, and 9 retirement and assisted living facilities.

Overall, the city of Texarkana presents a relatively stable environment and an attractive location in which to live and work. The city has historically exhibited gradual, moderate growth in population as well as economically. The city remains capable of continued expansion.

The metropolitan area of Texarkana includes Bowie County, Texas, and Little River and Miller Counties, Arkansas. Texarkana is the central city located on the Texas-Arkansas state line, approximately 28 miles south of Oklahoma and 33 miles north of Louisiana. Texarkana is an excellent transportation center for an area that also includes portions of Oklahoma and Louisiana.

The economy has a strong agricultural base, as well as diversified manufacturing, distribution and service industries. Counties that surround the City of Texarkana have a commuting distance as far as a 35-mile radius. The following table lists the current employment data for the past few months through December 2019.

Texarkana, TX-AR

Data Series	Back Data	July 2019	Aug 2019	Sept 2019	Oct 2019	Nov 2019	Dec 2019
Labor Force Data							
Civilian Labor Force(1)		64.8	64.1	64.8	65.0	65.2	(P) 64.9
Employment(1)		61.7	61.2	62.1	62.4	62.6	(P) 62.4
Unemployment(1)		3.0	2.9	2.6	2.6	2.6	(P) 2.5
Unemployment Rate(2)		4.7	4.5	4.1	4.0	3.9	(P) 3.9
Nonfarm Wage and Salary Employment							
Total Nonfarm(3)		59.2	59.6	60.4	60.5	61.3	(P) 61.2
12-month % change		1.7	1.2	0.8	0.2	0.8	(P) 1.0
Mining, Logging, and Construction(3)		2.9	2.9	3.0	2.9	2.9	(P) 2.9
12-month % change		7.4	3.6	3.4	0.0	3.6	(P) 3.6
Manufacturing(3)		5.4	5.3	5.3	5.3	5.4	(P) 5.4
12-month % change		0.0	0.0	0.0	-1.9	0.0	(P) 0.0
Trade, Transportation, and Utilities(3)		13.6	13.6	13.5	13.5	14.0	(P) 14.0
12-month % change		3.0	2.3	2.3	1.5	2.2	(P) 2.2
Information(3)		0.3	0.3	0.3	0.3	0.3	(P) 0.3
12-month % change		0.0	0.0	0.0	0.0	0.0	(P) 0.0
Financial Activities(3)		2.2	2.2	2.2	2.2	2.2	(P) 2.2
12-month % change		0.0	0.0	0.0	0.0	0.0	(P) 0.0
Professional and Business Services(3)		4.1	4.1	4.1	4.2	4.1	(P) 4.1
12-month % change		0.0	-2.4	-4.7	-4.5	-4.7	(P) -4.7
Education and Health Services(3)		9.7	9.8	9.7	9.7	9.8	(P) 9.7
12-month % change		2.1	1.0	1.0	0.0	1.0	(P) 1.0
Leisure and Hospitality(3)		7.2	7.2	7.2	7.1	7.1	(P) 7.2
12-month % change		4.3	2.9	2.9	4.4	2.9	(P) 4.3
Other Services(3)		2.2	2.2	2.1	2.1	2.1	(P) 2.1
12-month % change		0.0	0.0	-4.5	0.0	-4.5	(P) 0.0
Government(3)		11.6	12.0	13.0	13.2	13.4	(P) 13.3
12-month % change		-0.9	0.8	0.8	-0.8	0.8	(P) 0.0

Footnotes
(1) Number of persons, in thousands, not seasonally adjusted.
(2) In percent, not seasonally adjusted.
(3) Number of jobs, in thousands, not seasonally adjusted. See About the data.
(P) Preliminary

Data extracted on: February 05, 2020

Source: U.S. Bureau of Labor Statistics

REGIONAL ANALYSIS – continued

TEXARKANA SCHOOLS

TEXARKANA, TEXAS PUBLIC SCHOOLS

NAME	GRADES	STUDENTS	P/T RATIO
Liberty Eylau HIGH	09 thru 12	689	11.1
TEXAS HIGH	09 thru 12	1808	13.1
Pleasant Grove High	09 thru 12	720	12.1
Options Alternative	09 thru 12	64	12.1
Liberty Eylau Middle	06 thru 08	738	14.1
Texas Middle	06 thru 08	1454	14.1
Pleasant Grove Middle	06 thru 08	473	13.1
Redlick Middle	05 thru 08	215	14.1
Wake Village Elementary	PK thru 05	639	15.1
Liberty Eylau C K Bender	01 thru 04	662	14.1
Theron Jones Early Literacy	PK thru 02	401	14.1
Westlawn Elementary	03 thru 05	347	11.1
Liberty Eylau Primary	KG thru 01	321	15.1
Paul Laurence Dunbar Early	PK thru PK	306	20.1
Leary Elementary	PK thru 08	103	10.1
Nash Elementary	PK thru 05	691	17.1
Pleasant Grove Elementary	PK thru 02	505	22.1
Pleasant Grove Intermediate	03 thru 05	479	16.1
Martha & Josh Morris Math	KG thru 05	407	19.1
Spring Lake Park Elementary	PK thru 05	374	16.1
Highland Park Elementary	PK thru 05	368	14.1
Redlick Elementary	KG thru 04	296	15.1
Waggoner Creek Elementary	KG thru 05	293	14.1
Liberty Eylau Pre K	PK - PK	417	15.1
Alternative School	05 thru 12	34	4.2
PRIVATE SCHOOLS			
TEXARKANA SDA SCHOOL	01 thru 10	6	6
BETHEL SDA SCHOOL	01 thru 07	5	5
St. James Day School	PK thru 06	205	7
Liberty Eylau Christian	PK thru 03	71	6.8
COLLEGES			
Texarkana Community College		4061	
TEXAS A & M - Texarkana		2067	

TEXARKANA, ARKANSAS PUBLIC SCHOOLS

NAME	GRADES	STUDENTS	P/T RATIO
Arkansas High	09 thru 12	1009	14.1
College Hill Middle	05 thru 06	674	14.1
North Heights Intermediate	07 thru 08	549	13.1
College Hill Elementary	PK thru 04	523	15.1
Edward D. Trice Elementary	KG thru 04	558	17.1
Fairview Elementary	PK thru 04	296	16.1
Union Elementary	PK thru 04	280	22.1
Vera Kilpatrick Elementary	PK thru 04	432	13.1
Washington Academy	07 thru 12	99	10.1

REGIONAL ANALYSIS – continued

BEA Facts - Per capita personal income at Texarkana (MSA)

Bureau of Economic Analysis
U.S. DEPARTMENT OF COMMERCE

Texarkana

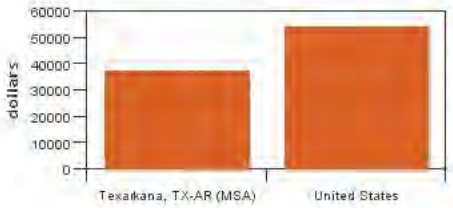
Personal income last published on November 14, 2019.

Texarkana is one of 384 Metropolitan Statistical Areas (MSAs) in the nation. Its 2018 population of 150,242 ranked 280th in the nation.

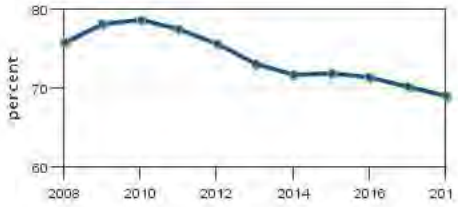
Per Capita Personal Income

In 2018, Texarkana had a per capita personal income (PCPI) of $37,607. This PCPI ranked 357th in the United States and was 69 percent of the national average, $54,446. The 2018 PCPI reflected an increase of 3.1 percent from 2017. The 2017-2018 national change was 4.9 percent. In 2008, the PCPI of Texarkana was $31,017 and ranked 314th in the United States. The 2008-2018 compound annual growth rate of PCPI was 1.9 percent. The compound annual growth rate for the nation was 2.9 percent.

Per Capita Personal Income, 2018



Per Capita Income as a Percent of the United States



Personal Income

In 2018, Texarkana had a personal income of $5,650.1*. This personal income ranked 305th in the United States. In 2008, the personal income of Texarkana was $4,574.8* and ranked 287th in the United States.

**Personal income estimates are in millions of dollars, not adjusted for inflation.*

	2017-2018 percent change	2008-2018 CAGR
Texarkana	3.1 %	2.1 %
U.S.	5.6 %	3.7 %

CAGR: compound annual growth rate

Components of Personal Income

Personal income includes net earnings by place of residence; dividends, interest, and rent; and personal current transfer receipts received by the residents of Texarkana.

2017-2018 percent change

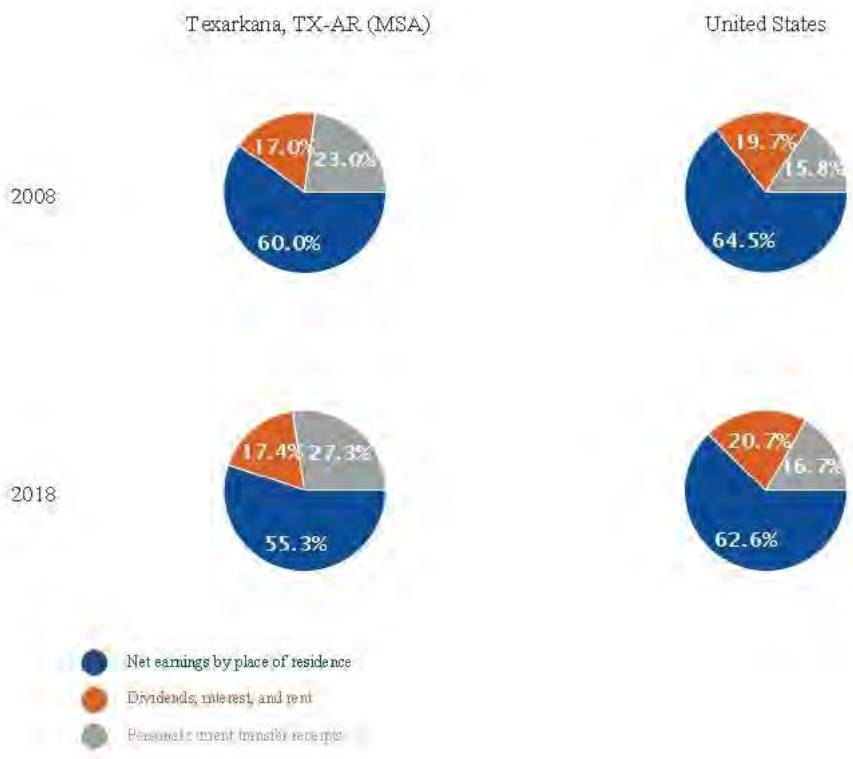
	Texarkana, TX-AR (MSA)	U.S.
Net earnings	1.6%	5.0%
Dividends, interest, and rent	6.7%	8.4%
Personal current transfer receipts	3.8%	4.3%

2008-2018 CAGR

	Texarkana, TX-AR (MSA)	U.S.
Net earnings	1.3%	3.3%
Dividends, interest, and rent	2.4%	4.1%
Personal current transfer receipts	3.9%	4.3%

CAGR: compound annual growth rate

Percent Contribution to Personal Income



REGIONAL ANALYSIS – continued

Forbes Lists 1/2020

FORBES 01/2020 LISTS
TEXARKANA METROPOLITAN STATISTICAL AREA

At a Glance

Population: **150,200**
Major Industries: **Defense, Health care**
Gross Metro Product: **$7 B**
Median Household Income: **$49,700**
Median Home Price: **$134,000**
Unemployment: **4.5%**
Job Growth (2018): **-0.5%**
Cost of Living: **12% below nat'l avg**
College Attainment: **20.4%**
Net Migration (2018): 3**0**

Forbes Lists:
#157 Best Small Places for Business and Careers

#86 in Cost of Doing Business
#160 in Job Growth
#154 in Education

Employment

Job Growth	-0.50%
Projected Annual Job Growth	1.20%
Unemployment	4.50%
Median Household Income	$49,700
Household Income Growth	4.70%
High-Tech Employment	0.30%

Housing

Median Home Price	$134,000
Home Price Change	1.00%
Housing Affordability[a]	233

Education

High School Attainment	88.30%
College Attainment	20.40%
Graduate Degrees	6.60%

Quality of Life

Cost of Living	12% below national Average
Average Commute	19 minutes
Crimes per 100,000 Residents	3,351
Net Migration (2018)	30
Average Days Above 90ºF	87 (nat'l avg: 37)
Average Days Below 32ºF	1 (nat'l avg: 88)

Profile

Texarkana is the headquarters of the theologically conservative American Baptist Association, whose Missionary Baptist churches are most numerous in Texas, Arkansas, Louisiana, Oklahoma and Mississippi. The Red River Army Depot (RRAD) is an 18,000-acre facility located 18 miles west of Texarkana, and is the city's largest employer. Texarkana is also home to Texarkana College, a community college, as well as the brand new branch of Texas A&M University: Texas A&M University–Texarkana.

REGIONAL ANALYSIS – continued

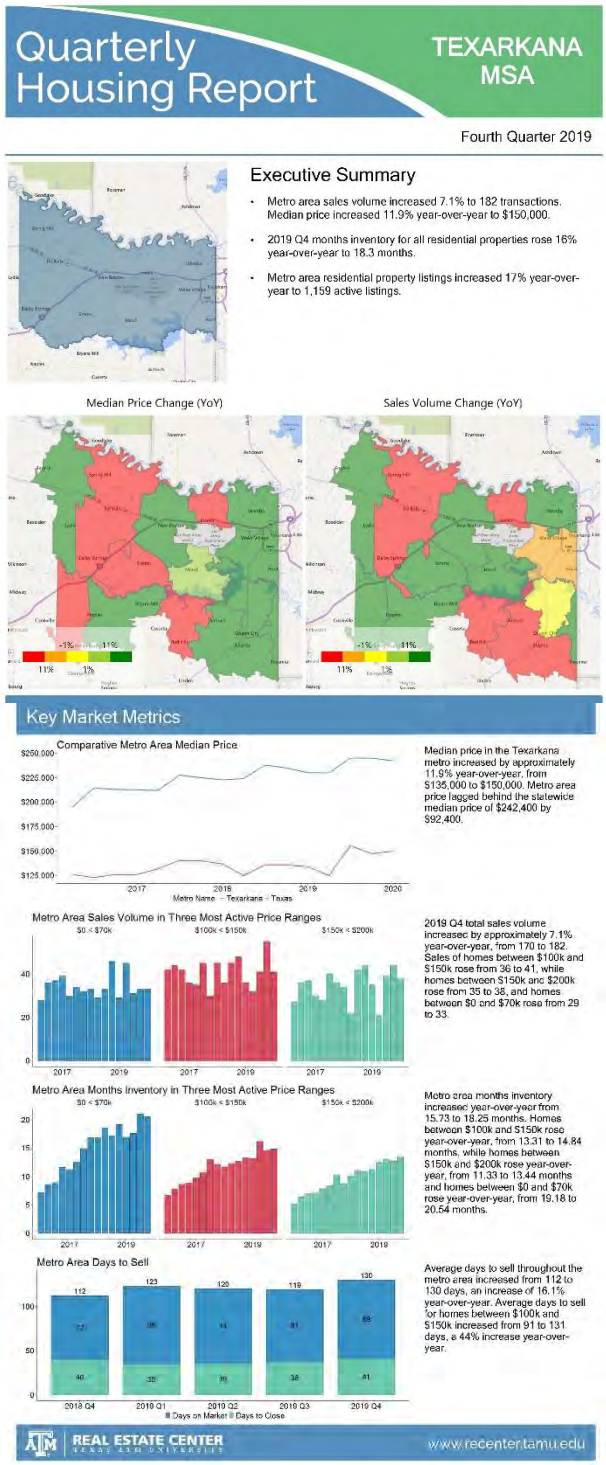
Real Estate Markets – Texarkana – Information from Texas A & M Real Estate Center
Quarterly housing report – 1st Quarter, 2019

REGIONAL ANALYSIS – continued

Texas Quarterly Housing Report 2019 Fourth Quarter City of Texarkana

Texas Realtors and Texas A & M Real Estate Center

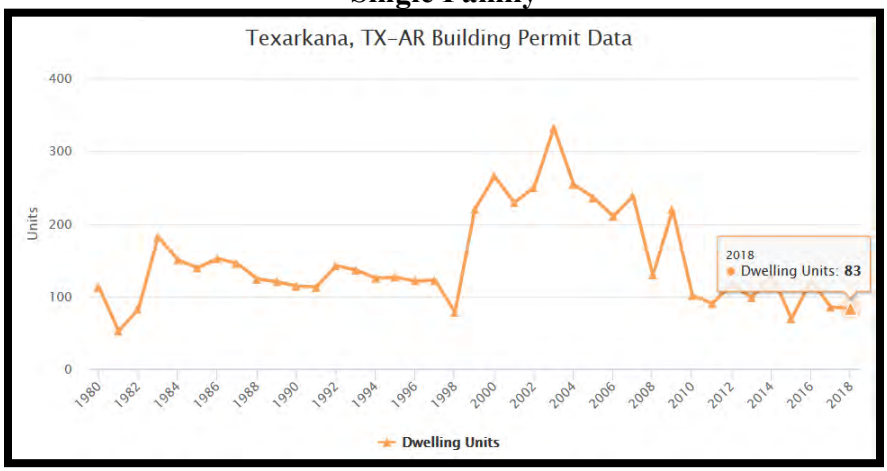
Texarkana MSA



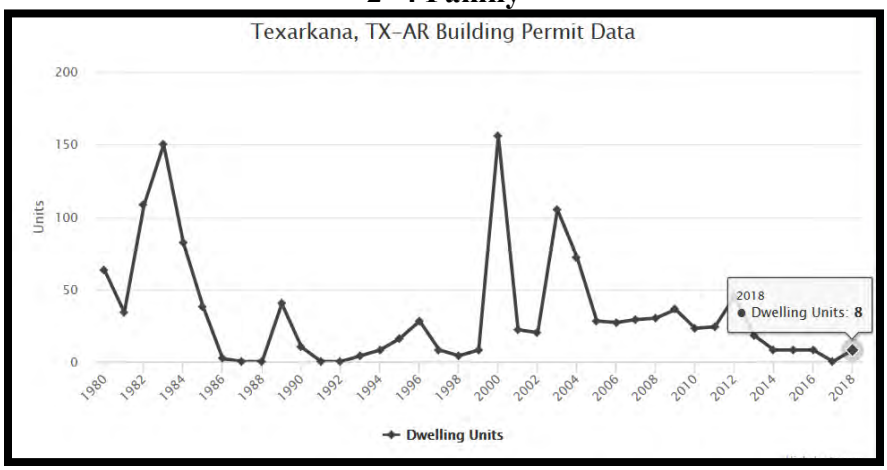
REGIONAL ANALYSIS – continued

Texas A & M Real Estate Center – Texarkana MSA Building Permits thru 2018

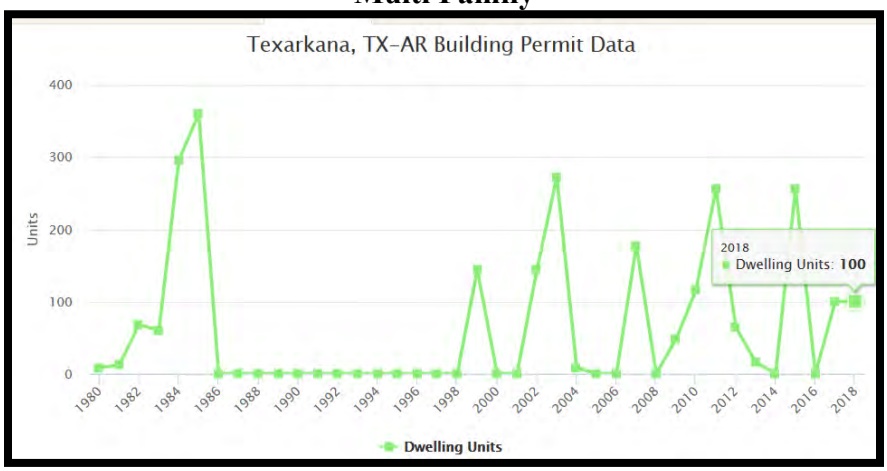
Single Family



2- 4 Family



Multi Family



REGIONAL ANALYSIS - continued

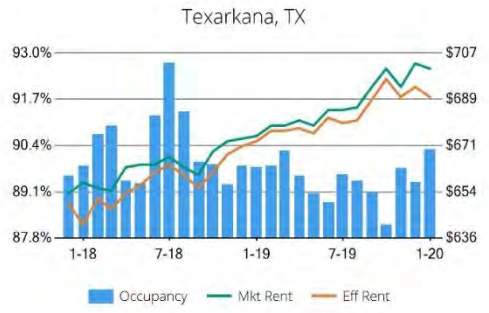
TEXARKANA, TEXAS APARTMENT DATA

Texarkana, TX

End of January, 2020

General Overview

Conventional Properties	Jan 2020	Annual Chg
Occupancy	90.3	+0.7%
Unit Change	0	
Units Absorbed (Annual)	28	
Average Size (SF)	864	-0.2%
Asking Rent	$701	+3.6%
Asking Rent per SF	$0.81	+3.8%
Effective Rent	$690	+2.3%
Effective Rent per SF	$0.80	+2.5%
% Offering Concessions	22%	+400.0%
Avg. Concession Package	6.2%	8.6%



Market Breakdown

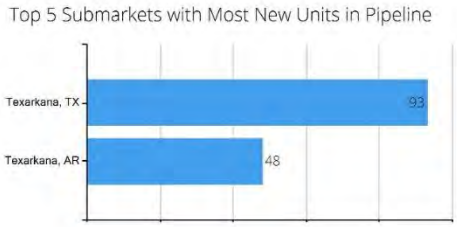
Property Type	% of Market	# Props	# Units	Occ.	Avg SF	Average Rent Mkt	Average Rent Eff	Rent Concessions Props Offering	Rent Concessions Avg Package
Conventional	58%	50	4,472	90.3%	864	$701	$690	21.7%	6.2%
Affordable	29%	28	2,267	92.1%	979	$600	$600	0.0%	0.0%
Senior Living	12%	12	931	94.9%	766	$751	$751	0.0%	0.0%
Student Housing	1%	1	68	0.0%	696	$659	$659	0.0%	0.0%
Totals		**91**	**7,738**						

Top 5 Submarkets

Occupancy Annual Change	Jan-20	Change
Texarkana, TX	92.4%	2.2%
Texarkana, AR	86.7%	-1.8%

Effective Rent Gains	Jan-20	Change
Texarkana, TX	$721	3.2%
Texarkana, AR	$633	0.6%

New Units



ALN Apartment Data tracks 11K management companies with over 147K properties, comprised of over 18.5 million total units. We offer our clients feature-rich, user-friendly platforms to perform research with confidence, and our comprehensive services are available nationwide. Copyrights: All data, information and material provided through ALN Platforms or Reports are copyrighted. All resales, redistribution, or other forms of dissemination is strictly forbidden. For ALN editorial inserts, sourcing, questions, or additional information about our services, please contact Sales@alndata.com or call 800-643-6416 x 3.

ALN Apartment Data
www.alndata.com
NATIONWIDE MULTIFAMILY DATA

AVERAGE RENT - ZUMPER February 1, 2020

		VS LAST MO
1 BEDROOM	$499	-43.10%
2 BEDROOM	$900	-5.30%
3 BEDROOM	$1,133	-5.70%

REGIONAL ANALYSIS – continued

Hotel information from Source Strategies

Hotel Texarkana Market Overview 3rd Quarter 2018				
Hotel Occupancy and Rates	**2017**		**2018**	
	Texarkana, METRO	Texas	Texarkana, TX	Texas
Number of Rooms (in 1000's)	1.567	459.6	1.567	475.1
Average Daily Rate**	$71.08	$104.04	$77.48	$106.99
Occupancy Rate (in Percent)***	59.9	64.8	58.3	65.5

*Only properties exceeding $20,000 in the current quarter are included; below $20,000 results in 1.5% of total state revenue and have been excluded from Source Strategies database. **Estimated with aid of financial reports, appraisers private SSI Surveys, chain and AAA directors and another reliable industry database. ***Occupancy nights sold divided by nights available (x100). Room nights sold are calculated from estimated rate and actual room revenues. Texarkana METRO includes New Boston, Texas

Sources: Office of the governor, Economic Development and Tourism and Source Strategies, Inc. of San Antonio.)

The lower ADR and Occupancy rates noted above, are due to influx of a significant number of hotel rooms in late 2013, and Texarkana suffered from the oversupply, recovering slightly in the past two years. The rooms noted above are those located in Texarkana, Texas. The following grid estimates the hotels inside the cities that are typically above $60.00 ADR.

2018 3rd Quarter SOURCE STRATEGIES FOR TEXARKANA, TX

RACK RATES	TEXARKANA HOTELS AVERAGING OVER $60 ADR HOTEL	ROOMS	YR BLT	ADR	OCCUPANCY	REVPAR
$ 72.00	CANDLEWOOD SUITES	80	2008	$64.91	65.7%	$42.64
$ 73.00	COUNTRY INN & SUITES	81	2011	$66.40	71.1%	$47.21
$ 93.00	HAMPTON INN & SUITES	81	2003	$110.84	67.8%	$75.14
$ 88.00	HOLIDAY INN EXPRESS	90	2007	$98.63	66.9%	$65.97
$ 79.00	TOWNEPLACE SUITES	85	2006	$75.82	66.3%	$50.25
$ 78.00	COURTYARD/MARIOTT	90	2003	$78.22	66.1%	$51.72
$ 77.00	FAIRFIELD SUITES	83	2008	$74.10	65.2%	$48.28
$ 87.00	RESIDENCE INN	121	2014	$108.82	68.2%	$74.19
$ 95.00	HILTON GARDEN	154	2012	$110.18	69.9%	$76.96
$ 69.00	COMFORT SUITES	70	2001	$74.87	62.7%	$46.95
$ 45.00	WINDHAM REOPENED 2013/RENOV	105	1970's	$74.34	48.1%	$35.79
	TOTAL TEXARKANA, TEXAS	1040		$85.19	65.3%	$55.92
	TEXARKANA, ARKANSAS NOT PUBLISHED				ESTIMATES ONLY	
$ 75.00	HOLIDAY INN FULL SERVICE - ARK	127	2013	$75.00	65%	$48.75
$ 79.00	HAMPTON INN, ARKANSAS	89	2013	$79.00	65.0%	$51.35
$ 69.00	COMFORT -ARKANSAS	82	2013	$69.00	65%	$44.85
$ 68.00	HOLIDAY INN EXP/ARK	87	2009	$68.00	65.0%	$61.74
$ 70.00	BEST WESTERN INN & SUITES	76	2009	$70.00	65%	$45.50
	TOTAL TEXARKANA, ARKANSAS	461				
	TOTAL ROOMS AT HIGHER END	1501	AVERAGE	$72.20	65%	$50.44

TEXAS FACT BOOK INDICATES TEXARKANA, TX 1,368 ROOMS 58.2% OCCUPANCY AT TEXARKANA, TX
AT ALL ROOMS -INCLUDES DISSIMILAR ROOMS/OLDER, ETC - The Metro Texarkana estimates include nearby New Boston, Tx with total of 1,567 rooms and 58.5% occupancy Room rate and room count at Residence Inn and Windham is different at Factbook**

Previous occupancy rates in Texarkana were similar to those at the entire state. Current room count is estimated at 1,501 rooms in the typically over $60 ADR rooms, inside Texarkana Texas and Arkansas, which is almost double the number of rooms available in that price range prior to 2012-2013. Both occupancy and ADR's were reduced by the influx of the large number of hotel rooms. However, the Texarkana, Texas market appears to be recovering, although slowly. The ADR appears to have increased over the past two years, and the occupancy appears to be gaining. The ADR remains well below that indicated by the entire state.

REGIONAL ANALYSIS – *NEWS RELEASES*

Captured by Texas A & M Real Estate Center

A&M-Texarkana Announces Bachelor's in Mechanical Engineering

by Rob Sitterley | Jan 27, 2020 |

TEXARKANA, Texas — Texas A&M University-Texarkana officials have announced that the Texas Higher Education Coordinating Board has voted to approve the university's plan to launch a Bachelor of Science in Mechanical Engineering degree in the fall of 2020.

Initial funding for the expansion of the engineering program was secured through the funding of A&M-Texarkana's Better East Texas Initiative (BET) which received $3.6 million from the 86th Texas legislature. The BET initiative identified several specific educational opportunities needed to better serve the people and industry of the East Texas region.

"Texas A&M's announcement to add mechanical engineering programs at the Texarkana campus demonstrates the forward thinking that resonates in the soul of this region," said Rob Sitterley, President & CEO of AR-TX REDI. "Investment in developing engineering talent is not an optional endeavor, but rather the single most important aspect of workforce development today. Communities, like ours, that embrace and foster STEM education and training are the ones that will grow and thrive well into the future."

Texarkana Aluminum Highlights Record Facility Investment

by Rob Sitterley | Oct 17, 2019 |

More than $350 million invested to date to restart operations

Texarkana, TX – Today, Texarkana Aluminum, a national leader in stainless steel, hosted a ribbon cutting ceremony for its newly upgraded aluminum coil rolling mill. Since its acquisition in October 2018, more than $350 million has been invested in the mill to restart operations and an additional $416 million is anticipated in continued upgrades. The investment represents the largest U.S. investment in recent years in the common alloy aluminum rolling mill industry.

"Our investment and commitment at this facility, complements operations across the company's multiple business areas," said Johnny Hsieh, the company's President and CEO. "Our goal for Texarkana Aluminum is to become the largest and most committed, fully integrated aluminum mill in North America for common alloy aluminum."

Ta Chen International, Inc. (TCI), Texarkana Aluminum's parent company, is a leading master distributor of stainless pipes, valves, fittings, long products, tubing and flat rolled aluminum. Underscoring its commitment to growing the operation, Texarkana Aluminum's cold rolling mill and finishing processes are operational and by May 2020, the company plans to have the hot rolling mill restored and will acquire onsite casting operations. In 2020, the company anticipates producing more than 300 million pounds of common alloy, and even more in the years that follow.

With its sizable investment comes job creation. Since its restart, Texarkana Aluminum has created more than 150 high paying value-added manufacturing jobs and will continue to add even more. By 2024, the company anticipates that more than 500 skilled personnel will be hired and a total of $500 million will be invested in the Texarkana region.

Governor Hutchinson of Arkansas along with Texas State Senator Bryan Hughes attended the event, as well as officials from AR-TX REDI (Regional Economic Development Inc.) Both states have previously expressed a desire to act as a unifying force for economic growth in the region.

“We are grateful to have the support of Governor Hutchinson and Governor Abbot, as well as local officials and the REDI group,” said Calum Donnachie, COO of Texarkana Aluminum. “Though our mill is located in Texas, more than a third of our employees live in Arkansas. As we grow, we feel that this will positively impact the entire region.”

“We are incredibly thankful for Texarkana Aluminum’s sizable investment in our region,” said Rob Sitterley, President & CEO of AR-TX REDI. “Their investment highlights Texarkana’s expertise and deep talent pool in advanced manufacturing and we are committed to being their partner over the long-term to help continue their success.”

AR-TX REDI Unveils New Website

by Rob Sitterley | Sep 17, 2019 |

AR-TX REDI is taking Texarkana USA to the next level by marketing the region as a premier business location through an aggressive strategic marketing plan. Central to these efforts is the launch of a new state-of-the-art website (www.ar-txredi.com) showcasing the assets and attributes of the area. “The new website is a resource for relocating and expanding companies to see why Texarkana is an ideal location for their business to grow and thrive,” says Rob Sitterley, President & CEO of AR-TX REDI. “We want people to see all the amazing things the region has to offer, like a dedicated workforce, world-class transportation infrastructure, cutting-edge education and training programs, and a business-friendly climate with strong governmental support from two states.”

AR-TX REDI, a nonprofit organization, is your partner for economic success in Northeast Texas and Southwest Arkansas. The group’s mission is to foster a strong business environment and increase the economic base of the region by fueling job growth, attracting new investment and supporting existing companies. REDI will strengthen consensus among diverse networks of businesses, local governments and community leaders to embrace the extraordinary value of Texarkana USA as an unrivaled place to thrive.

REGIONAL ANALYSIS – continued

Texarkana Makes the List of Cheapest Cities to Live in the US

Aug 26 2019

Texarkana has made a good list! We are one of the cheapest places to live, according to the recent article on **Yahoo Finance, we** made the list, just barely, but we're there!

Here are some of the factors they used in the finding from the Council for Community and Economic Research's calculations: They looked at costs of living like housing, utilities, groceries, health care and transportation. They also included miscellaneous expenses like going out to dinner or the movies.

Texarkana is not the only Texas and Arkansas cities that made the list, check out where other cities from our two states fell in the overall countdown of the 25 least expensive places to live in the United States:

25. Texarkana Texas, Arkansas.
13. Jonesboro, Arkansas
12. Amarillo, Texas
9. Conway Arkansas
8. Fayetteville, Arkansas
2. McAllen Texas
1. Harlingen, Texas.

REGIONAL ANALYSIS – continued

FedEx grand opening signals continued economic growth

May 9 2019 Texarkana Gazette

The grand opening of Texarkana's new FedEx Freight Service Center on Friday signals a new era for the area's economic development, officials say. "We are thrilled FedEx is expanding operations in the Texarkana region. The company's investment in a new world-class facility and creation of local jobs speaks volumes to our region’s business-friendly climate, dedicated workforce, and robust transportation infrastructure.

REGIONAL ANALYSIS – continued

Further indicators for the Texarkana MSA are noted in the unemployment rates and the economic profile for Texarkana published by the Texas Workforce Commission.

TEXAS WORKFORCE COMMISSION LABOR MARKET INFORMATION TRACER
ECONOMIC PROFILE TEXARKANA MSA

Texarkana MSA — **December 2019**

MSA Labor Force Statistics

	Dec-19	Nov-19	Dec-18	Yearly Change
Civilian Labor Force	64,900	65,215	65,165	-265
Employed	62,380	62,648	62,063	317
Unemployed	2,520	2,567	3,102	-582
Unemployment Rate	3.9%	3.9%	4.8%	-0.9%

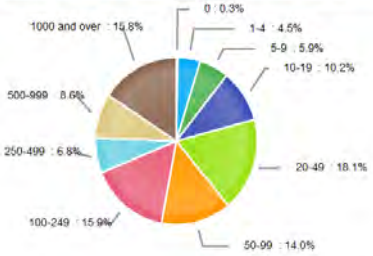
Texas Labor Force Statistics

	Dec-19	Nov-19	Dec-18	Yearly Change
Civilian Labor Force	14,228,471	14,264,714	13,975,415	253,056
Employed	13,758,042	13,787,798	13,473,628	284,414
Unemployed	470,429	476,916	501,787	-31,358
Unemployment Rate	3.3%	3.3%	3.6%	-0.3%

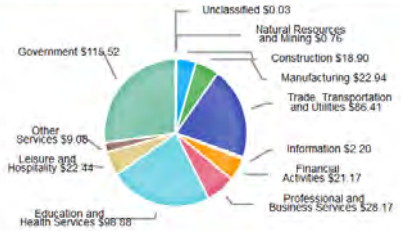
US Labor Force Statistics

	Dec-19	Nov-19	Dec-18	Yearly Change
Civilian Labor Force	164,007,000	164,386,000	162,510,000	1,497,000
Employed	158,504,000	158,945,000	156,481,000	2,023,000
Unemployed	5,503,000	5,441,000	6,029,000	-526,000
Unemployment Rate	3.4%	3.3%	3.7%	-0.3%

Employment by Size Class (2nd Quarter 2019)



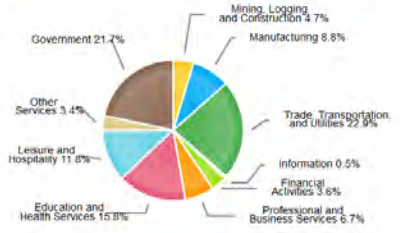
Wages by Industry (in millions) (2nd Quarter 2019)



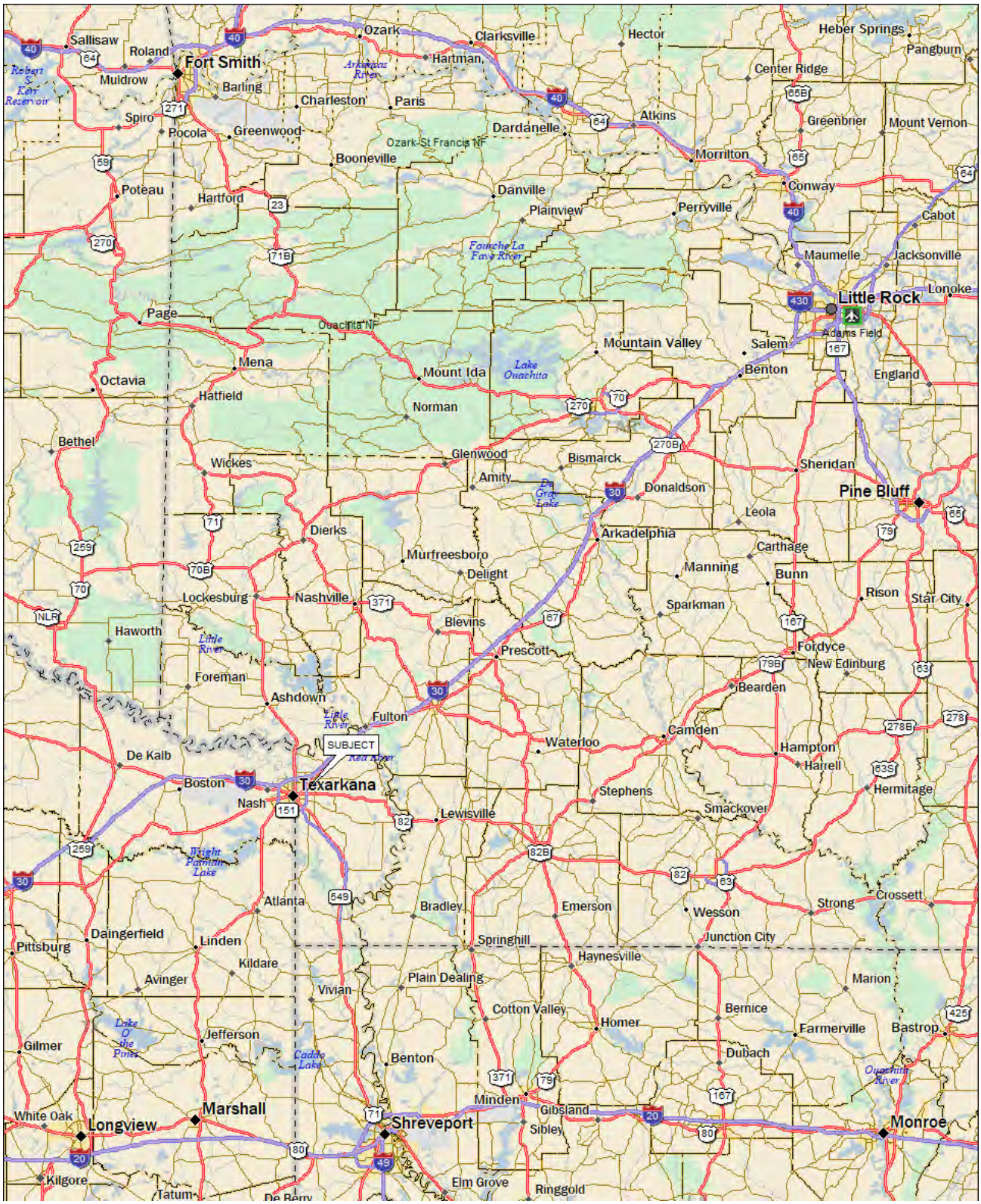
Employment by Industry (December 2019)

Industry	Dec-19	% Monthly Change	% Yearly Change
Total Nonfarm	61,200	-0.2%	1.0%
Mining, Logging and Construction	2,900	0.0%	3.6%
Manufacturing	5,400	0.0%	0.0%
Trade, Transportation, and Utilities	14,000	0.0%	2.2%
Information	300	0.0%	0.0%
Financial Activities	2,200	0.0%	0.0%
Professional and Business Services	4,100	0.0%	-4.7%
Education and Health Services	9,700	-1.0%	1.0%
Leisure and Hospitality	7,200	1.4%	4.3%
Other Services	2,100	0.0%	0.0%
Government	13,300	-0.7%	0.0%

Employment by Industry (December 2019)



REGIONAL LOCATION MAP



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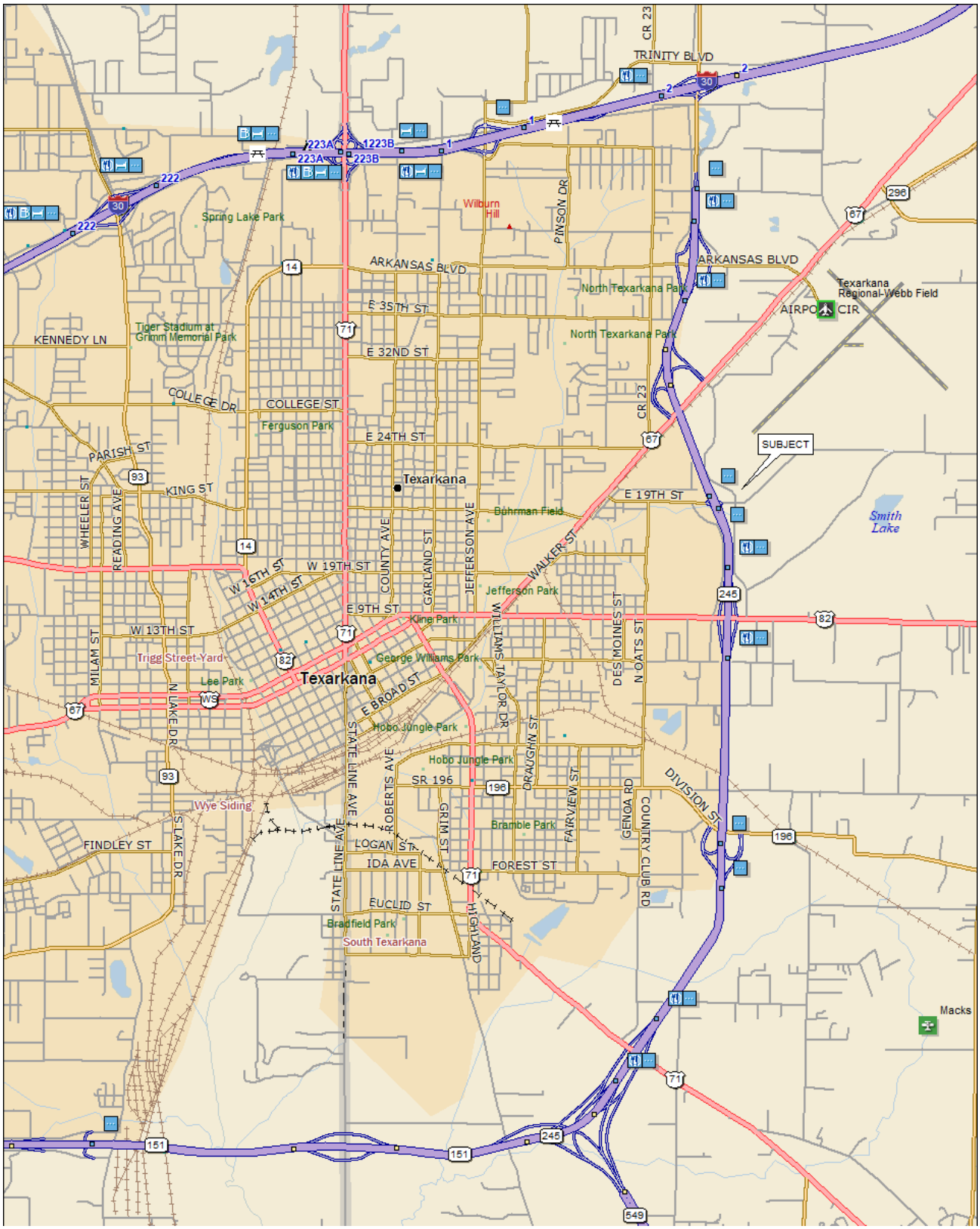
SUBJECT LOCATION MAP



REAL ESTATE TAXES

The subject property is a public, tax-exempt entity and is not subject to taxation by applicable taxing jurisdictions of Miller County, Texarkana AISD, and the City of Texarkana, Arkansas.

An estimate of tax burden is made based on comparable tax appraisals and assessments as if the property were privately owned.

ID Number 4662		Estimated Market Value	Full Assessed (20% Market Value)
Land Size - Acres	5.5000		
Land Value		60,000	12,000
Improvement Value		200,000	40,000
Taxable Value Estimated		260,000	52,000
The applicable tax rate:		54.90000	
Total Taxes - this Property		**2,854.80**	

NEIGHBORHOOD ANALYSIS

DEFINITION: A neighborhood is defined as:
"A group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises". (The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, 2010".)

The neighborhood boundaries delineate the physical areas and property surroundings which impact value of the property appraisal, thus the appraisal must include a general and specific description of applicable neighborhood factors.

LOCATION: The subject neighborhood is located in the east/central part of the city, actually inside but near to the east City Limit Line of Texarkana. The neighborhood is approximately 3 miles NE of the Central Business District of Texarkana.

The subject property is within an Industrial neighborhood at the east side of Loop 245/549, between Interstate 30 and Highway 82 and proximate to the Texarkana Regional Airport.

ACCESS: The access to the neighborhood is good being immediately accessible to all of Texarkana due to its location near major highways in each direction. Loop 245/549 provides direct access to the easterly portion of the city accessing with all major highways of the area and including direct access to Interstate 30 to the north.

UTILITIES: All public utilities are available to the subject neighborhood. Community facilities including fire stations, schools, churches, and hospitals are within a two-mile radius.

POPULATION CHARACTERISTICS: The general subject neighborhood is a mixed residential, commercial, and industrial area which includes some recent re-development along Loop 245/549 at Highway 82 and near Interstate 30 further north. There is significant industrial development in the immediate area. The immediate neighborhood is an industrial district proximate to the airport, and industrial development has occurred steadily over the past few years.

There are industrial uses in place surrounding subject, and there is some vacant land available. It is expected that industrial development will continue in the foreseeable future.

TRENDS: There is no changing trend applicable. Continued industrial uses are likely.

CONCLUSION: Subject neighborhood is considered stable to improving and additional business and industrial development within the neighborhood is expected in the future. The general neighborhood has seen significant recent development and more is expected. Market appeal and demand is considered normal.

SITE ANALYSIS

The Subject Property includes a single tract of land that is irregular in shape and measures 25.02 feet plus 383.39 feet in a curve along the north side of East 19th Street by 222.69 feet plus 268.43 feet at a curve at the west boundary along Jim Walter Drive, by 280.96 feet at the northwest boundary being adjacent to the airport property, by 580 feet at the northeast boundary along a private drive being a service entrance to the airport, and totaling 5.50 acres. The property is fully utilized with the building and improvements.

It appears that part of the site may be within the East 19th Street right of way (ROW). The Tax Assessor's Plat indicates the property lines to be at the south side of that ROW. Also, the private drive that accesses the airport service entrance appears to run through the east side of the property actually segmenting part of the site. Usable land appears to be reduced by approximately 1.25 acres or 23%. A survey is recommended to ascertain accurate land size.

Topography of the site is gently sloping and is slightly above street grade. The building site was leveled prior to construction and adequate drainage is assumed.

The subject site is located in Flood Hazard Zone "X" (not shaded) as indicated by National Flood Insurance Map Panel 05091C0110D**,** dated December 18, 2009. Flood Zone "X" is an area of flood risk where base flood elevations are determined inside shaded areas and not determined outside shaded areas. Flood Insurance is not required.

The site is **not in a Wetlands area** per "National Wetlands Inventory Map". A Map is included herein.

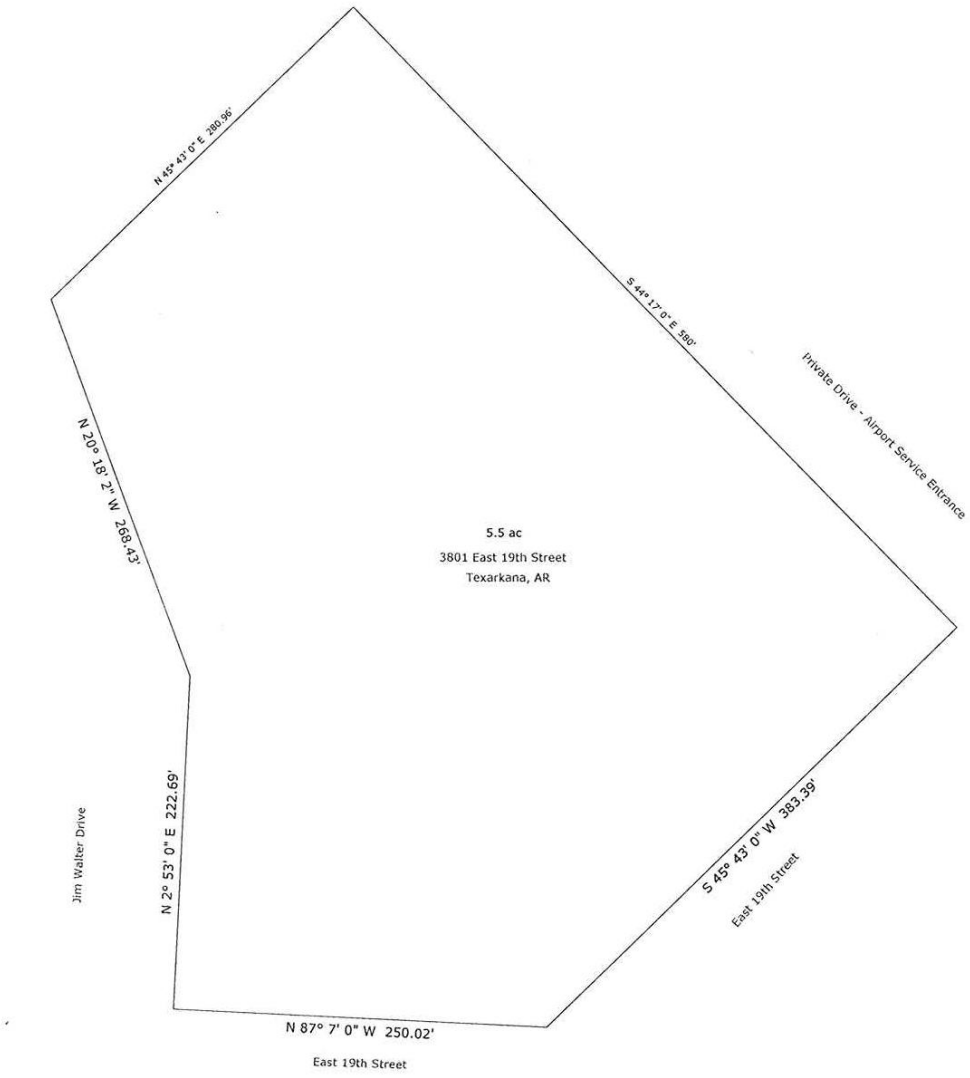
East 19th Street is a two-way, two-lane, concrete paved public street with concrete curb and gutter, running essentially east/west. Jim Walter Drive is a two-way, two-lane, concrete paved public street with concrete curb and gutter, running essentially north/south. The property is just east of Loop 245/549. Loop 245/549 is a 4-lane, concrete paved, divided highway, running essentially north and south at this part, and accessing I-30 to the north and I-49 to the south.

The subject site has good access and frontage. All major highways and arteries of the city are easily accessible from this location.

The site is presently zoned Limited Manufacturing District. The most likely use is for light industrial or warehouse Use, which matches the predominant use in the immediate neighborhood. The neighborhood uses, location, and proximity to other commercial and industrial uses coupled with the locational and site characteristics of the subject property indicates that industrial use is the Highest and Best Use of the subject site. (See further comment pertinent to Highest and Best Use which follows.)

The Plot Plan which follows should further acquaint the reader with site characteristics.

SITE SKETCH by APPRAISER per LEGAL DESCRIPTION

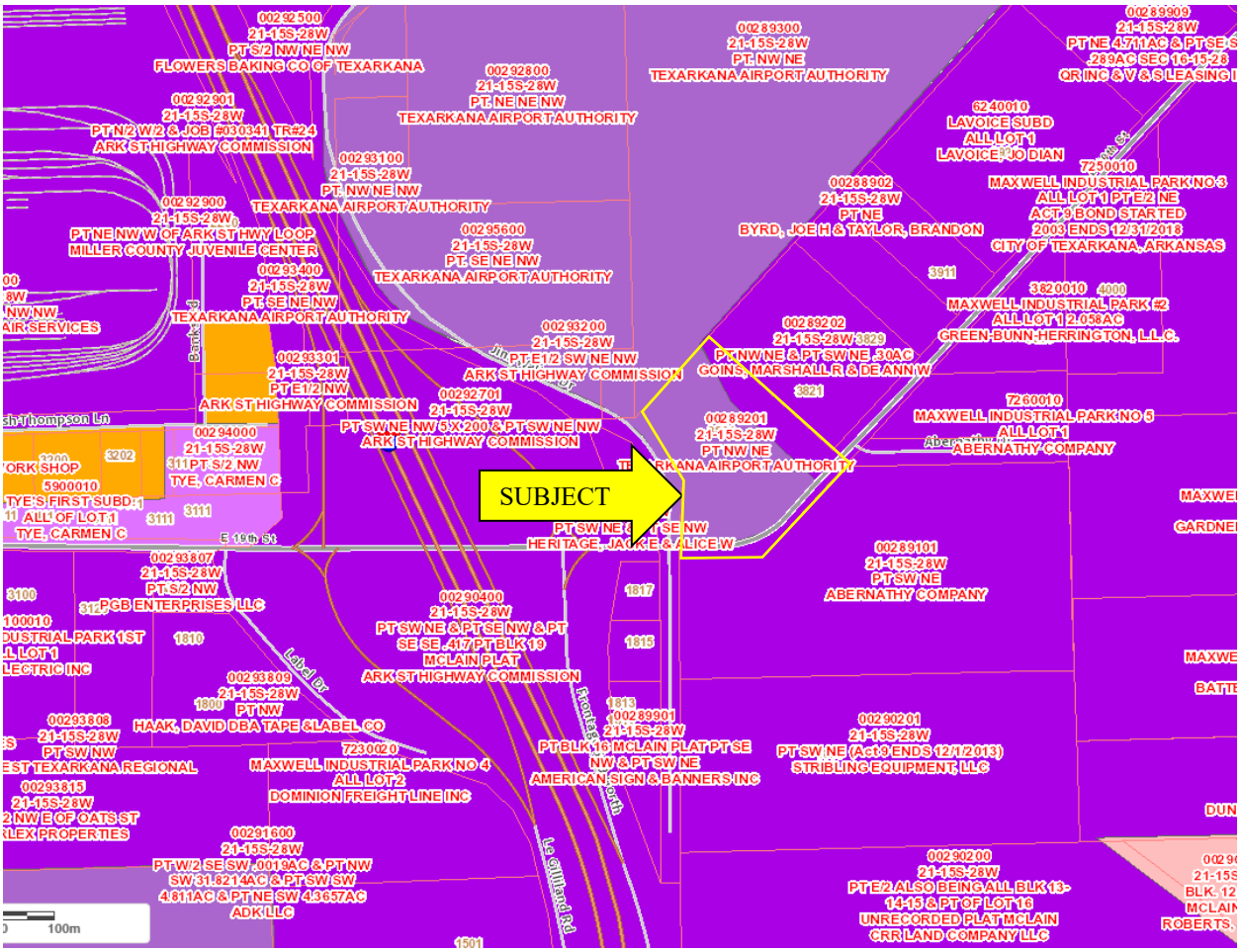


AERIAL WITH APPRAISER'S SITE SKETCH

(Yellow boundary lines sketched by Appraiser for orientation only - not to scale)

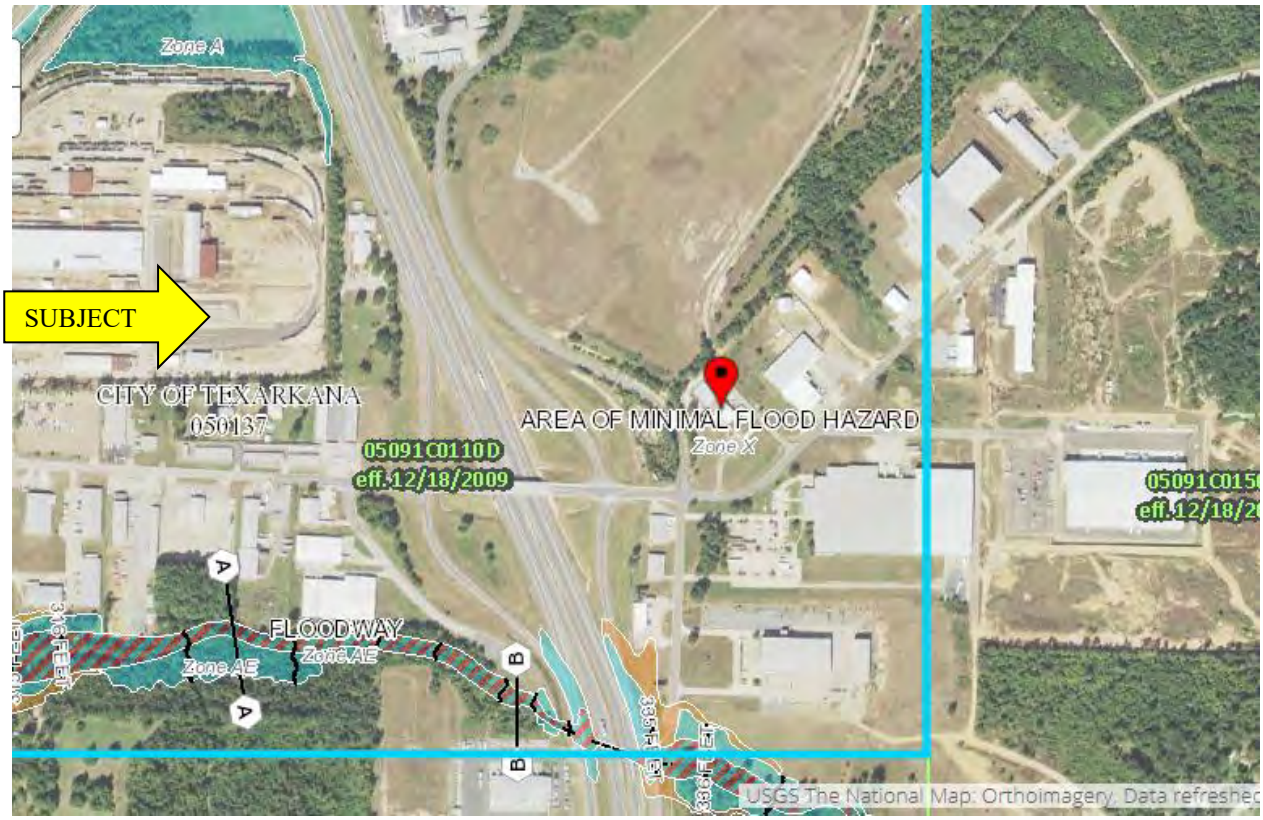
ZONING MAP

(Yellow boundary lines sketched by Appraiser for orientation only - not to scale)



FEMA FLOOD MAP

05091C0110D, effective on **12/18/2009**



NATIONAL WETLANDS MAP

DESCRIPTION OF IMPROVEMENTS

The site is improved with a one-story industrial warehouse/shop building. The original building was built as a fire station and is estimated to be about 40 years old. Building areas and construction type is described below.

A breakdown of the various areas follows:

BUILDING ID				**SIZE**	
Finished Office area				2,132	SF
Shop/Garage				3,191	SF
Shop Addition				3,475	SF
TOTAL BUILDING - As Existing				**8,798**	**SF**
Attached Shed				1,086	SF
Porch				21	SF

Age: 40 years estimated
Effective Age: 25 years
Remaining Economic Life: 25 years

General Description:
Construction Specifications:

Foundation: Concrete slab - assumed heavy reinforced for heavy machinery, equipment, and foundation framing. Wire and steel reinforcement over vapor barrier, sand base. Concrete perimeter footings with steel reinforcement.

Frame: Masonry, steel roof framing.

Exterior Walls: Original Building – Brick; Shop addition - corrugated metal siding.

Roof: Rubber or composition roof cover over metal deck. Addition - corrugated metal panels.

Building Heights: Main Building: Sidewalls – Office – 12’; Shop/Garage – 16’ Addition – 16’ sloping to about 10’
Office: Ceiling height – 9’

Exterior Doors: Double plate glass/aluminum entry doors at front accessing foyer and finished areas.
Shop/garage area - 3 - 10’ x 12’ overhead doors.
Shop Addition 6 - overhead doors varying in size.

Interior Construction: The finished areas have typical office finish.

Interior Finish Offices and support areas: Floors: Commercial carpet, vinyl tile, ceramic tile at locker room/rest rooms.

Walls: plaster over concrete block.

Doors: Solid and/or hollow core wood.

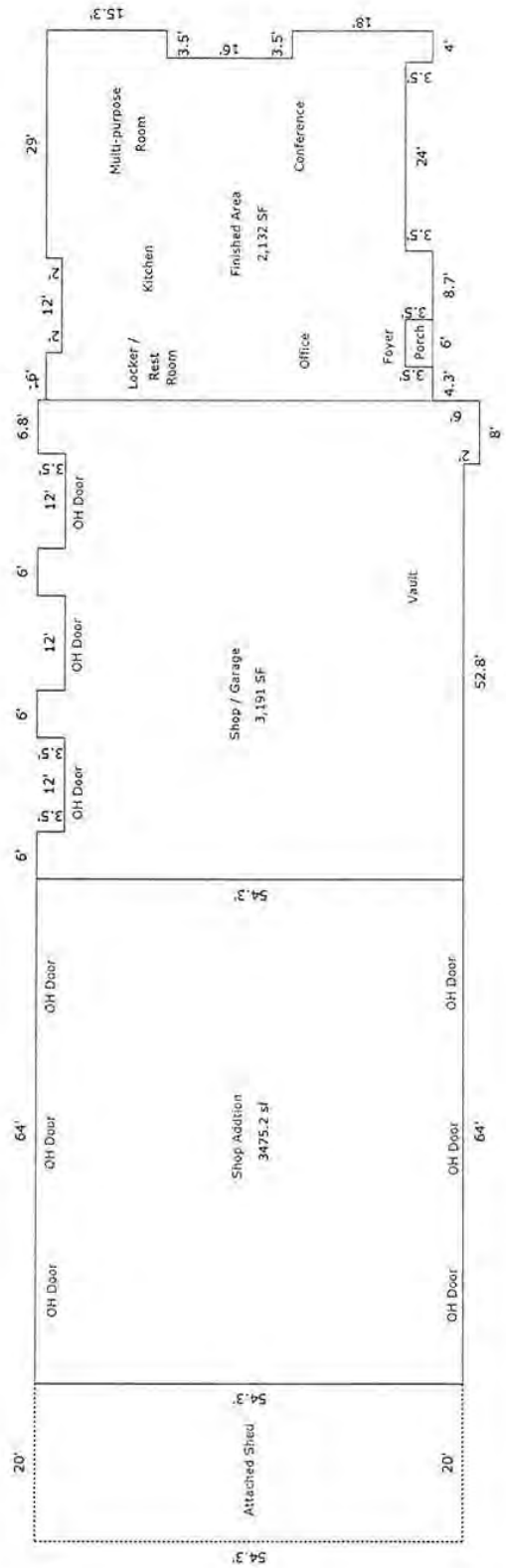
DESCRIPTION OF IMPROVEMENTS (Continued)

	Ceiling: 2' x 2' suspended acoustical tile ceiling at most areas, 9' height.
	Molding: Standard wood casing or rubber base mold throughout.
	Lighting: Typically, florescent strip fixtures mounted in ceiling grid or strip fixtures - surface mounted. Some incandescent fixtures as well.
Mechanical and Equipment: HVAC:	Split system central heat/cool units with package ductwork at finished spaces. The shop/garage area has overhead space heaters.
	Water heater: Standard unit, electric, capacity unknown
	Plumbing: Standard fixtures throughout, standard lavatories, urinals, and toilets at locker room and rest room. Full kitchen with built-in sink and dishwasher.
	Electrical: Non-metallic cord in conduit per city code assumed. Special applications as required per user space.
Other Improvements:	
Porch:	Small porch at main entry – concrete floor, integral roof, 21 SF
Shed at rear of shop addition:	Metal frame and roof, open side, attached at rear wall of shop, concrete floor – 1,086 SF.
Carport:	Metal frame & roof, open sides, asphalt paving – 24’ x 80’ = 1,920 SF.
Storage building:	Metal frame, sides, and roof, adjacent to front parking lot, concrete floor – 16’ x 40’ = 640 SF.
Parking:	Paved parking and drives are in place at building front and sides. Front parking and entry drive are asphalt paved – approximately 8,400 SF. Concrete parking/drives at shop/garage entry – approximately 2,250 SF. Gravel surface parking and drives at building rear and sides. The overall condition of paving is average.

CONDITION:

Overall, the building condition is average, and reasonably consistent with its age and use, except for reported roof leaks that have been patched periodically. There is evidence of leaks at the finished area at front of the building around the SE corner of the building, that appears to be coming through the exterior wall cavity. The occupant reported that some mold had formed on the walls at that area and had been cleaned and removed and repainted, but new staining and mold was evident. The vinyl tile flooring at that part of the building is loose at several tiles and that is also a sign that significant moisture or leaking is occurring at that area. There are some leak-stained ceiling tiles at that area and at other rooms as well. The carpet at most areas is badly stained and in fair condition. The structure of the building is apparently sound. The mechanical systems - water heater, electrical, HVAC, and plumbing, are assumed to be in acceptable working condition. The rest rooms and break room areas are in fair to average condition overall. Deferred maintenance, i.e., curable deterioration is noted relating to the walls, flooring, painting, ceiling tiles, etc., and is estimated at a lump sum of $50,000. It is assumed that the recent roof patching at the shop area was successful. Incurable physical deterioration, based on general condition and comparison to market sales data, is estimated at 50% based on effective age versus remaining economic life estimate.

MAIN BUILDING SKETCH



3801 East 19th Street
Texarkana, AR

Finished Area - 2,132 SF
Original Shop/Garage - 3,191 SF
Shop Addition - 3,475 SF
Total Building - 8,799 SF
Attached Shed - 1,086 SF
Porch - 21 SF

HIGHEST AND BEST USE ANALYSIS

There are three definitions applicable to the Highest and Best Use of the property. These definitions are found in The Dictionary of Real Estate Appraisal, Fifth edition, published by The Appraisal Institute, 2010. Each definition applicable follows:

> Highest and Best Use: The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability. Alternately, the probable use of land or improved property-specific with respect to the user and timing of the use-that is adequately supported and results in the highest present value.
>
> Highest and Best Use of Land or a Site as though Vacant: Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel is vacant or can be made vacant by demolishing any improvements.
>
> Highest and Best Use of Property as Improved: The use that should be made of a property as it exists. An existing property should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and construction a new one.

In estimating Highest and Best Use, there are essentially four stages of analysis:

1. Possible Use - To what use is it physically possible to put the site in question?
2. Permissible Use - What possible uses are permitted by zoning and deed restrictions on the site in question?
3. Feasible Use - Which possible and permissible uses will produce the highest net return of the highest present return?
4. Most Profitable Use - Among the feasible uses, which use will produce the highest net return or the highest present worth?

The Highest and Best Use of the land (or site) if vacant and available for use may be different from the Highest and Best Use of the improved property. This will be true when the improvement is not an appropriate use and yet contributes to total property value in excess of the value of the site.

"When potential buyers contemplate purchasing real estate for personal use or occupancy, their principal motivations are the perceived benefits of enhanced enjoyment, prestige, and privacy. Purchasers of investment property are frequently motivated by the promise of net income or capital accumulation and certain tax advantages. Investors are directly concerned with feasibility, an indication that a project has a reasonable likelihood of satisfying explicit objectives. These objectives may include assured occupancy, low management costs, and potential value enhancement." 1

1 The Appraisal of Real Estate, page 276, Tenth Edition, The Appraisal Institute.

HIGHEST AND BEST USE ANALYSIS (continued)

Possible Uses - Physically Suitable: The overall site characteristics of the subject property are fully described in the site analysis section of this report. The site is suitable in shape, size, and topography, for development of many types. The site characteristics do not present any adverse conditions which would prohibit development of the site. Size is certainly critical with respect to "economies of scale" and larger sites typically have more flexibility in development potential. However, smaller sites typically demand a higher unit value since it is more feasible to many potential site users to not pay for or maintain "excess land" not needed for the desired or intended use.

The subject property is in a good location in an industrial park in the city, an area which includes other industrial uses nearby and adjacent but includes some vacant land. The site characteristics of the subject site are most likely for industrial use and do not prohibit any such uses.

Permissible Uses: The subject property is zoned for light industrial use. Highest and Best Use of the site as vacant and as improved must be addressed. The size of subject site is sufficient for construction of many types of industrial uses.

Feasible Use: As noted above, the subject site is located in an industrial area, where a concentration of industrial use exists. The best use for subject property development, if vacant, is best estimated by its feasibility of cost in comparison to income potential. Accordingly, a developer of a vacant site such as subject must determine feasibility of any contemplated venture. Therefore, careful feasibility study with respect to development of the subject site is applicable. Feasibility of development of the site is further addressed in the following sections applicable to the vacant site.

Most Profitable Use: As referenced in the preceding paragraph, a developer of the subject site must find a use of the vacant site which will return a profit. Feasibility tests with respect to market potential of any use is necessary to determine the most profitable use. However, the other tests of possible or permissible uses must dictate the extent of feasibility. The subject must therefore be tested based on predominant uses, i.e., industrial.

HIGHEST AND BEST USE - AS VACANT:

The subject property is located in an established industrial park with good highway access. The subject site, as if vacant, offers a site of sufficient size, topography, location, and potential use for a large industrial facility similar to that existing. The Highest and Best Use of the subject sites, as if vacant is considered to be for development of industrial use.

HIGHEST AND BEST USE - AS IMPROVED

The Highest and Best Use of the subject must also be considered as improved. The subject site is currently improved with a light industrial building suitable for shop, light industrial, and/or warehouse use. The building is a substantial structure, now used as a repair shop and is very sufficient for that use, and is reasonably adaptable to other light industrial or warehouse uses, and the building has value over and above the vacant site.

There is no other use, that could be anticipated for subject which would warrant demolition of the existing improvements. Accordingly, the Highest and Best Use of the site as improved is for continued use as existing for repair shop and/or warehouse.

SITE VALUATION

An estimate of Market Value of the sites must be made with due consideration given to the present uses as well as any proposed or feasible or probable use relevant to potential. The valuation is best estimated by comparison to other vacant sites in the same or similar areas having similar characteristics as the subject. Location, size, access, and utility are the most obvious of many characteristics which may require adjustment. The adjustment of sales to subject are made based on market interpretation of differences which the buyers and sellers either perceive or indicate to be pertinent.

The sales selected and summarized in the adjustment grid that follows are the most applicable sales found and are considered to be the best representation of current market activity available for the subject area. The subject property will be compared directly to the sales for estimate of value.

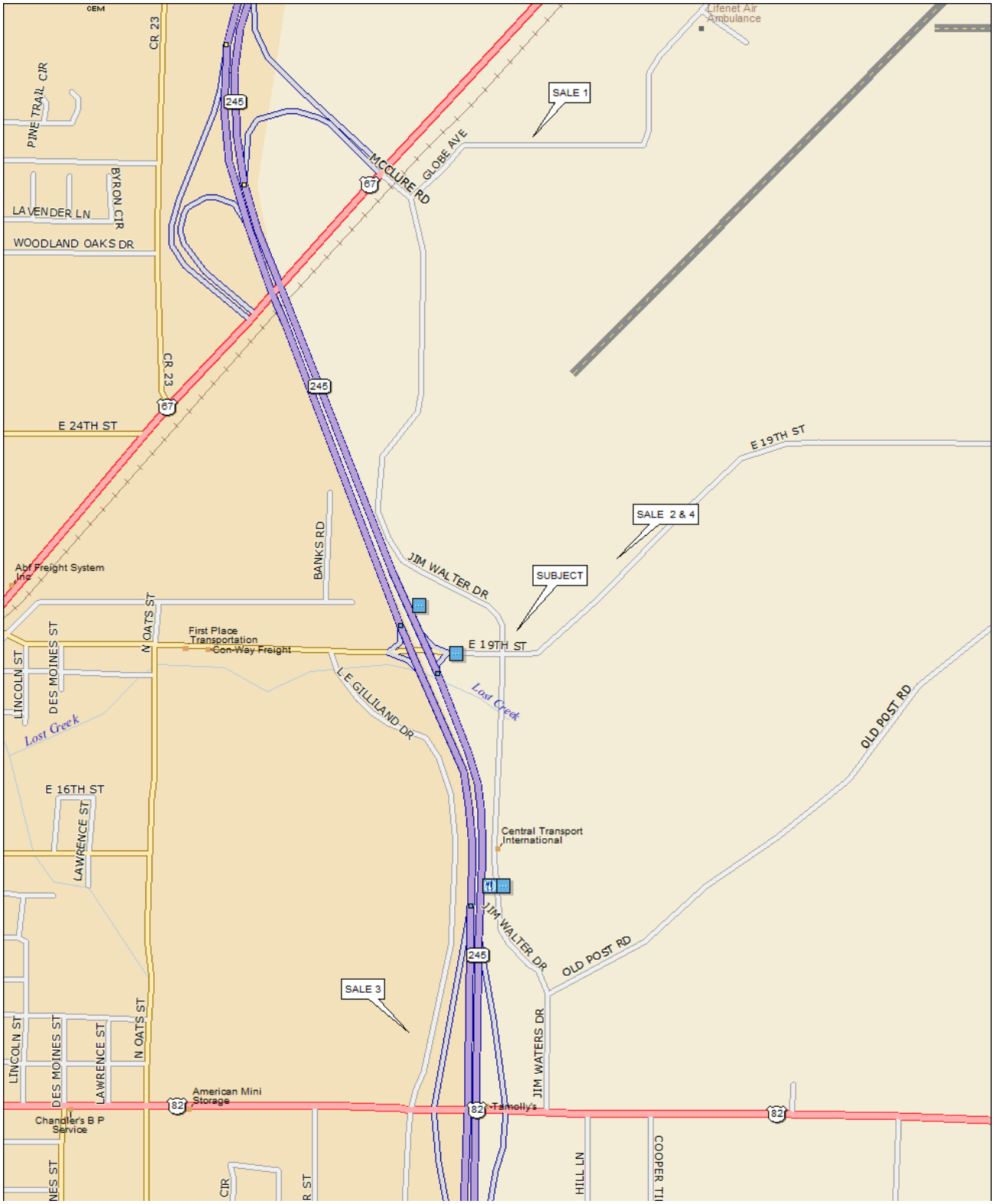
SUMMARY OF COMPARABLE LAND SALES

LAND VALUATION

	Subject	Sale No. 1		Sale No. 2		Sale No. 3		Sale No. 4	
Grantor		VSE Corporation		T & L Drywall & Painting		ADK, LLC		R & W Electric, Inc.	
Grantee		M & M at Texarkana		R W Electric, Inc.		1308 Gilliland, LLC		L & B Investments, LLC	
Date		3/5/2013		1/14/2013		7/2/2014		3/18/2016	
Recordation		2013-R002239		2013-R000484		2014-R005756		2016-R002874	
Sales Price		$ 15,000	Total	$ 30,000	Total	$ 100,000	Total	$ 31,000	Total
Unit Price		$ 19,920	/Acre	$ 15,000	/Acre	$ 12,500	/Acre	$ 15,508	/Acre
Financing		Normal		Normal		Normal		Normal	
Conditions of Sale		Cash to Seller		Cash to Seller		Cash to Seller		Cash to Seller	
Location	3801East 19th Street @ Jim Walter Drive	Globe Avenue, Tract 1, Airport Ind.		East 19th Street, at NW side, west of Loop 245/49. (2nd site East of subject)		Off LeGrand Dr., just west of L. E. Gilliland Rd. (west of Loop 245/549)		East 19th Street, at NW side, west of Loop 245/49. (2nd site East of subject)	
Size in Acres	5.500	0.753	Acres	2.000	Acres	8.000	Acres	1.999	Acres
Frontage/Access	Good	None		Good		Average		Average	
Topography	Average	Average		Average		Average		Average	
Potential Use	Average	Average		Average		Average		Average	
Other		Rail							
Adjustments:									
Sales Price		$ 15,000		$ 30,000		$ 100,000		$ 31,000	
Total Price/Acre			$ 19,920		$ 15,000		$ 12,500		$ 15,508
Date Adjustment			0.00%		0.00%		0.00%		0.00%
Unusual Sale Conditons		Expansion	-20.00%		0.00%	Expansion	-20.00%		0.00%
Adjusted Price/SF			$ 15,936		$ 15,000		$ 12,500		$ 15,508
Other									
Location	Average	Average		Average		Inferior	10%	Average	
Size (Acres)	5.500	0.753	-20%	2.000	-10%	8.000	5%	1.999	-10%
Frontage/Access	Good	None	30%	Average		Average		Average	
Topography	Average	Average		Average		Average		Average	
Potential Use	Average	Average		Average		Average		Average	
Utilities	All public	Available		Similar		Similar		Similar	
Other	23% unusable	Rail	-30%		-20%		-20%		-20%
Net Adustment			-20%		-30%		-5%		-30%
Indicated Unit Value			$ 12,749		$ 10,500		$ 11,875		$ 10,855
Indicated Value by Comparable Sales			$70,120		$57,750		$65,313		$59,705
Reconciled Value Estimate		**5.500**	**Acres @**	**$ 11,000**	**/Acre =**	**(Rounded)**	**$60,000**		

Primary Site Estimate	**5.500**	**Acres @**	**$ 11,000**	**/Acre =**	**$60,000**

COMPARABLE LAND SALES MAP



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Site Valuation (continued)

DISCUSSION OF LAND SALES

The sales selected and included in the adjustment grid are considered to be the best of available comparable land sales in the general area. Land sales of similar type to subject are very limited. Each of the sales are fairly recent and offer a potentially similar use, with the primary difference being location or size. The discussion which follows explains the adjustments deemed applicable to direct comparison to subject.

The adjustment grid includes comparison to the primary site only.

Sale 1 is a dated sale of a smaller, but similar potential use site located a few blocks north of subject in the same industrial area at the east side of Texarkana. This sale was purchased for expansion by the grantee, and thus some buyer motivation was applicable for which negative adjustment to the unit price is applicable. The smaller size requires negative adjustment to subject since smaller sites typically sell at the higher unit price than larger sites due to economy of scale. The unit price is generally indicative of the prices seen in the various industrial development areas on both sides of the city.

Sale 2 is a dated sale of a smaller tract of land located 2 lots east of subject property, thus highly indicative of value. The smaller size requires a negative adjustment is made, but it is noted that land of varying sizes is available through the Texarkana Chamber of Commerce (Industrial Development), in the industrial park for similar prices.

Sale 3 is the dated sale of a slightly larger site at the east side of the loop. The sale was purchased by an adjacent property owner for expansion possibilities and thus negative adjustment for buyer motivation is applicable. A positive adjustment is made since this property has no frontage at the service road. This sale is quite similar in comparison to subject.

Sale 4 is a resale of Sale 2 and shows very little difference in the overall price indicating a fairly stable market. Similar adjustments are applicable.

A negative adjustment for the ratio of unusable land estimated at the subject property.

Based on each of the comparisons available above, and after adjusting for each of the dissimilar items, a reasonable range of value indications is found. Accordingly, the market value of the subject site as if vacant, is estimated as follows:

5.500	**Acres @**		**$ 11,000**	**/Acre =**	**$60,000**	**Rounded**

COST APPROACH TO VALUE

This method of valuation involves the estimation of the cost new of the subject improvements from which accrued depreciation is deducted and land value added to arrive at a total estimate of value via the **Cost Approach.**

The Cost Approach is not developed in this case. This approach may be meaningful, but typically has less reliability in valuing older properties similar to the subject's improvements and is typically used for support to the other more applicable approaches. In this case, omission of this approach is reasonable due to the property type and its age, and the other approaches would likely offer a better supported value estimate.

SALES COMPARISON APPROACH

This approach to value is based upon the principle of substitution; that is, when a property is replaceable in the market, its value tends to be set at the cost of acquiring an equally desirable substitute property, assuming no costly delay in making the substitution. The traditional appraisal technique used to estimate value through substitution involves the collection and analysis of sales and listing data on various properties having as many similar characteristics to the property being evaluated as possible. The validity of this approach is very much dependent on the availability or quantity of these data and their relevancy or comparability to the subject.

As previously discussed, market sales applicable to a small community such as Texarkana are very limited for comparison, especially relating to a large building like subject. The most recent larger industrial buildings are included. This is not unusual for such a property since a city of this size, where there is limited opportunity for a recent comparable sales to have occurred. Sales of similar properties in other market areas were researched and analyzed as well as some metropolitan centers, as a cross-reference to indicated unit values and multipliers pertinent to this property type, and are considered to provide a reasonable comparison to subject. The sales selected are considered to be the best available sales for comparison to subject analysis.

Improved Sale No. 1

Property Identification

Record ID	2392
Property Type	Industrial
Address	3084 East 19th Street, west of Loop 649, Texarkana, Miller County, Arkansas

Sale Data

Grantor	Rowe & Day Construction, Inc.
Grantee	Darlex Properties
Sale Date	October 07, 2016
Deed Book/Page	2016-R008241
Property Rights	Fee
Conditions of Sale	Cash to seller
Verification	Realtor, deed
Sale Price	$369,800
Cash Equivalent	$369,800

Land Data

Land Size	3.073 Acres or 133,860 SF
Estimated Land Value	$50,000
Topography	Level to gently sloping
Utilities	All public on site
Shape	Rectangular

General Physical Data

Building Type	Single Tenant	
Gross SF	8,950 Main building	
Area Breakdown	Office	1,450
	Shop	7,500

Improved Sale No. 1 (Cont.)

Construction Type	Steel frame, BV @ Front, metal siding
Roof Type	Metal
Foundation	Concrete - heavy reinforced
Electrical	3-phase, assumed adequate
HVAC	Central at finished area
Floor Height	24' @ shop
Year Built	1996 Average condition-20 eff
Condition	Average

Indicators

Sale Price/Gross SF	$41.32
Value of Improvements	$319,800
Bldg Price/Gross SF	$35.73

Remarks

This is a well-built building with 10' eave height at office wing and 24' at shop. There is a wash bay area adjacent at rear of building, and an approximate 7,000 SF open bay storage at rear, but neither of these buildings are included in the main building area. The shop is equipped with 2 5-ton cranes. The site has 6' C/L fencing with barb wire top. The property was on the market for 718 days beginning at $850,000, then reduced to $550,000, before this sale was accomplished.

Improved Sale No. 2

Property Identification

Record ID	2488
Property Type	Industrial, warehouse
Address	4100 thru 4115 Gazola, Texarkana, Bowie County, Texas 75501
Location	Gazola in Falvey Industrial
Tax ID	07760000900, 07760000901, 07760000950, 11680023201

Sale Data

Grantor	Ronald and Donna DeBoer Trust
Grantee	STC Lynette, LLC
Sale Date	September 01, 2017 recorded 9/7/17
Deed Book/Page	2017-9919
Property Rights	Fee
Conditions of Sale	Normal marketing/leased with option prior to purchase
Financing	Cash to seller
Sale History	Purchaser leased 06/01/2014
Verification	Mike Kelley, Texarkana Legacy Commercial Realtors
Sale Price	$580,620
Cash Equivalent	$580,620

Land Data

Land Size	11.191 Acres or 487,480 SF
Zoning	Industrial
Topography	level

Improved Sale No. 2 (Cont.)

Utilities	all		
General Physical Data			
Building Type	Single Tenant		
SF	15,950		
Area Breakdown	office	1,900	built 1984
	warehouse	3,750	built 1981
	warehouse	2,440	built 1989
	warehouse	4,860	built 1989
	manufacturing	1,680	built 1997
	warehouse addn	1,320	unknown
Construction Type	metal		
Roof Type	metal		
Foundation	concrete		
HVAC	12% office		
Stories	1		
Floor Height	9 to 16		
Year Built	metal		
Condition	average		
Income Analysis			
Potential Gross Income	$66,000 actual at time of sale		
Vacancy	$3,300 5% estimated market		
Effective Gross Income	$62,700		
Expenses	$19,516 estimated/actual taxes		
Net Operating Income	$43,184		
Indicators			
Sale Price/ SF	$36.40		
Floor Area Ratio	0.03		
Land to Building Ratio	30.56:1		
Occupancy at Sale	100%		
Gross Income Multiplier	8.80		
Eff. Gross Income Multiplier	9.26		
Expenses/Sq. Ft.	$1.22		
Overall or Cap Rate	7.44%		
Net Operating Income/Sq. Ft.	$2.71		

Remarks

This property was originally leased 06/14 on a five year lease beginning at $5,000 per month, gross, with stated increases, then increased to $5,500 per month, and the option to purchase was exercised by the tenant, and the negotiated purchase price was as stated.

Includes 420 SF shed, and 1,100 SF storage at office.

Improved Sale No. 3

Property Identification

Record ID	2800
Property Type	Industrial, Light Industrial
Address	7000 West 7th Street, N/side running to Old Redwater Road at rear, about one miles W of Kings Hwy, Texarkana, Bowie County, Texas 75501

Sale Data

Grantor	Allen Burns et ux
Grantee	Michael Stewart et ux
Sale Date	July 29, 2019
Deed Book/Page	2019-7913
Property Rights	Fee
Conditions of Sale	Cash to seller
Verification	Appraisal, Deed, Buyer
Sale Price	$175,000
Cash Equivalent	$175,000

Land Data

Land Size	0.607 Acres or 26,441 SF
Topography	Level
Utilities	All public
Shape	Irregular

General Physical Data

Building Type	Single Tenant
Gross SF	4,664

Area Breakdown	Office	1,780	Main Building
	Shop	1,511	Main Building
	2nd building	1,373	Shop at rear

Improved Sale No. 3 (Cont.)

Construction Type	Metal
Roof Type	Metal
Foundation	Concrete slab
Electrical	Assumed adequate
HVAC	Mini-split H/C @ office
Floor Height	12'-14'
Year Built	2002 Adn-2005; 2nd bldg-2007
Condition	Average - effective age - 10

Indicators

Sale Price/ SF	$37.52

Remarks

This is an average metal office/warehouse building located outside the city. The seller had relocated his auto service business to a new location further west. The buyer will occupy the property. Site improvements include total perimeter fencing and gravel parking at most of the site.

Improved Sale No. 4

Property Identification

Record ID	2339
Property Type	Truck terminal
Address	3100 East 19th Street, Texarkana, Miller County, Arkansas

Sale Data

Grantor	XPO Logistics Freight, Inc.
Grantee	R & W Electric, Inc.
Sale Date	May 23, 2016
Deed Book/Page	2016R004347
Property Rights	Fee
Conditions of Sale	Cash to seller
Verification	Appraisal, Lender, Buyer
Sale Price	$200,000
Cash Equivalent	$200,000

Land Data

Land Size	4.128 Acres or 179,816 SF
Topography	Level
Utilities	All public
Dimensions	310' x 580'
Shape	Rectangular

General Physical Data

Building Type	Single Tenant

Improved Sale No. 4 (Cont.)

Gross SF	5,500	
Area Breakdown	Office	2,000
	Warehouse	3,500
Construction Type	Metal	
Roof Type	Metal	
Foundation	Concrete	
Electrical	Assumed adequate	
HVAC	Central at offices	
Floor Height	14'	
Year Built	1991 Eff. age - 20	
Condition	Average	

Indicators

Sale Price/Gross SF	$36.36

Remarks

This was a small dock-high, truck terminal with 12 - 9' x 9' overhead doors. The front part of the site is utilized and the rear is considered to be surplus land with no significant value applicable. The site has paved parking at front of office and concrete truck pads and each side. The bulk of the improved part of the site is gravel surfaced, and the site is surrounded by 6' C/L fencing with 3 strand barb wire at top and 2 drive-in gates. The buyer is an electrical contractor and plans to spend about $50,000 remodeling/refurbishing to his needs.

Improved Sale No. 5

Property Identification

Record ID	2417
Property Type	Office/ Warehouse
Address	5940 West 7th Street, Texarkana, Bowie County, Texas
Location	north side, about 1/4th mile west of Kings Highway, just outside city limits

Sale Data

Grantor	Troy Nipper
Grantee	Stone Property Management, LLC
Sale Date	August 18, 2016
Deed Book/Page	2016-9972
Property Rights	Fee
Conditions of Sale	Cash to seller
Verification	Appraisal, lender, buyer, deed
Sale Price	$250,000
Cash Equivalent	$250,000
Less Excess Land	$95,000 Est value - 1.7 acres
Adjusted Price	$155,000

Land Data

Land Size	1.753 Acres or 76,356 SF
Topography	Level to gently sloping
Utilities	All public except sewer
Dimensions	225.19' x 347' avg depth
Shape	Trapezoidal

Improved Sale No. 5 (Cont.)

General Physical Data

Building Type	Single Tenant	
Gross SF	4,200	
Area Breakdown	Office	1,200
	Shop/WH	3,000
Construction Type	Pre-engineered metal	
Roof Type	Metal	
Foundation	Concrete slab	
Electrical	Assumed adequate	
HVAC	Central at office area	
Floor Height	12' to 16'	
Year Built	1997 Adn in 2002; eff age 10	
Condition	Average	

Income Analysis

Potential Gross Income	$26,208 Prior lease amount
Vacancy	$1,835 7% stabilized
Effective Gross Income	$24,373
Expenses	$4,601 Estimated
Net Operating Income	$19,772

Indicators

Sale Price/ SF	$59.52 Actual or $36.90 Adjusted
Gross Income Multiplier	5.91
Eff. Gross Income Multiplier	6.36
Expenses/Sq. Ft.	$1.10
Overall or Cap Rate	12.76%
Net Operating Income/Sq. Ft.	$4.71

Remarks

This property was purchased for occupancy by Goff Air Conditioning, a company owned by the same principle as buyer entity. The property was not fully utilized by the existing building and excess land of one acre is estimated at $95,000. The property had been leased prior at the rate shown above, and the expense estimates include management at 3%.

Improved Sale No. 6

Property Identification

Record ID	2689
Property Type	Office/ Warehouse, Office/ Warehouse
Property Name	Prior Trane/Now Purvis
Address	3101 West 7th Street, Texarkana, Bowie County, Texas 75501
Location	SW Corner of Intersection of Robison Road and W 7th
Tax ID	07880000100

Sale Data

Grantor	G Group Investments, LLC
Grantee	PBS PT, Inc
Sale Date	September 12, 2018
Deed Book/Page	2018/9636
Property Rights	Fee
Conditions of Sale	Normal Marketing Conditions
Financing	Cash
Sale History	Seller owned for more than 5 years
Verification	Curt Green & Company/Adam Dukelow
Sale Price	$400,000
Cash Equivalent	$400,000

Land Data

Land Size	3.445 Acres or 150,064 SF

General Physical Data

Building Name	Purvis Industries		
Building Type	Single Tenant		
SF	10,525		
Area Breakdown	office at main bldg	2,510	main structure
	warehouse at main	5,575	main structure
	metal warehouse	2,440	metal structure

Improved Sale No. 6 (Cont.)

Construction Type	concrete block/metal
Roof Type	metal
Foundation	concrete slab
HVAC	central at office
Stories	1
Floor Height	12
Year Built	1960 Extensive refurbish/2011
Condition	refurbished in 2011

Income Analysis

Potential Gross Income	$57,825 Rent based on historic
Vacancy	$4,048 7% Stabilized
Effective Gross Income	$53,777
Expenses	$10,755 2% estimated
Net Operating Income	$43,022

Indicators

Sale Price/ SF	$38.00
Floor Area Ratio	0.07
Land to Building Ratio	14.26:1
Occupancy at Sale	vacant
Gross Income Multiplier	6.92
Eff. Gross Income Multiplier	7.44
Expenses/Sq. Ft.	$1.02
Overall or Cap Rate	10.76%
Net Operating Income/Sq. Ft.	$4.09

Remarks

Seller had refurbished the main building which was leased for five years to Trane for an air conditioner distributor, but the separate warehouse was not part of that lease. The lease of the main building was for $50,625 per year, which was originally $6.26 per SF, for the main building, and had been renewed for $6.91 per SF for the last two years [thru 2018], but was not renewed. The extra shop building is estimated at market rent of $7,200 per year, which is added to the historic rent for main building for estimating OAR.

COMPARABLE SALES MAP - TEXARKANA

SALES COMPARISON APPROACH (Continued):

IMPROVED SALES COMPARISON GRID - AS EXISTING

SALE INFORMATION	SUBJECT	1	2	3	4	5	6
NAME	Texarkana Airport	Rowe to Darlex	DeBoer to STC Lynette	Burns to Stewart	WPO to R&W Electric	Nipper to Stone	G Group to PBS PT
ADDRESS	3801 East 19th St. Texarkana, AR	3084 East 19th Street Texarkana, AR	4100-4115 Gazola Texarkana, TX	7000 West 7th St Texarkana, TX	3100 East 19th St. Texarkana, AR	5940 West 7th St Texarkana, TX	3101West 7th St. Texarkana, TX
Proximity to Sale		8 blocks W	6 miles SW	8 miles WSW	7 blocks W	7.5 miles WSW	5 Miles WSW
Date of Sale		10/7/2016	9/1/2017	7/29/2019	5/23/2016	8/18/2016	9/12/2018
Main Buildings Size (SF)	8,798	8,950	15,950	4,664	5,500	4,200	10,525
Office/Finished Area	2,132	1,450	1,900	1,780	2,000	1,200	2,510
% Finished	24%	16%	12%	38%	36%	29%	24%
Actual/Effective Age (Years)	40/25	20/20	19-33/20	12-17/15	25/20	19/15	58/20
Land Size (SF or Acres)	5.500	3.073	11.191	0.607	4.128	0.753	3.445
Land to Building Ratio	27.23	14.96	30.56	5.67	32.69	7.81	14.26
Land Value	$ 60,000	$ 50,000	$ 110,000	$ 15,000	$ 60,000	$ 70,000	$ 100,000
Sale Price		$ 369,800	$ 580,620	$ 175,000	$ 200,000	$ 155,000	$ 400,000
Sale Terms/Condition		Cash	Cash	Cash	Cash	Excl. Excess Land	Cash
Sale Price Excluding Land Value		$ 319,800	$ 470,620	$ 160,000	$ 140,000	$ 85,000	$ 300,000
Comparison to Subject	SUBJECT	1	2	3	4	5	6
Sale Price/SF based on Main Building Size		$ 41.32	$ 36.40	$ 37.52	$ 36.36	$ 36.90	$ 38.00
Direct Adjustments:							
Property Rights		0%	0%	0%			0%
Financing							
Conditions of Sale (Motivation)		0%	0%	0%	0%	0%	0%
Cash Equivalent Sale Price		$ 41.32	$ 36.40	$ 37.52	$ 36.36	$ 36.90	$ 38.00
Market Conditions-Date of Sale		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Current Cash Equivalent Price		$ 41.32	$ 36.40	$ 37.52	$ 36.36	$ 36.90	$ 38.00
Relative Adjustments:							
Date of Sale							
Location/Land Value		3%	-9%	26%	0%	-6%	-10%
Age / Condition		-10%	-10%	-20%	-10%	-20%	-10%
Quality (Height, Ofc, Pkg, Etc.)							
Size				-10%	-10%	-10%	
Finished Ratio		5%	10%	-10%	-10%		
Other (Site Improvements, etc.)	Shed, Stg, Paved pkg	Stg, paved pkg, fence	Fencing, paving	Gravel Pkg, Fence	Fence, paved pkg	Fencing, Gravel Pkg	Paved Pkg
			10%	10%	10%	10%	10%
Total Relative Adjustments		-2%	1%	-4%	-20%	-26%	-10%
Indication after Adjustments		**$ 40.37**	**$ 36.91**	**$ 35.91**	**$ 29.09**	**$ 27.14**	**$ 34.20**

RANGE OF VALUE INDICATIONS	**8,798**	**SF @**	**$ 32.50**	**=**	**$ 285,935**
			$ 37.50	**=**	**$ 329,925**

VALUE CONCLUSION PER MARKET INDICATIONS - PRIMARY SITE - AS EXISTING	**$ 310,000**
DEDUCT: Deferred Maintenance	**$ (50,000)**
VALUE CONCLUSION PER MARKET INDICATIONS - WHOLE PROPERTY - AS EXISTING	**$ 260,000**

SALES COMPARISON APPROACH (continued)

DISCUSSION OF COMPARABLE SALES

As would be expected in a small city such as Texarkana, market comparison of sales of similar industrial buildings is very limited, and the appraiser must use sales of similar type that are more dated than preferred. The sales listed above are the best of available sales for comparison to subject.

The sales summarized above include sales of similar properties sold in Texarkana in recent years. The sales are summarized and adjusted in direct comparison to subject in the Adjustment Grid above. An adjustment to the unit price is made for the typical market differences recognized by potential buyers. Each sale is limited due to the significant differences in potential in comparison to subject, but each of the sales could be considered for similar use. This approach to value is considered most applicable to this property type.

No adjustment for "Date of Sale" is made since there is no recognizable upward trend in unit prices noted for this property type especially in the past 2 to 3 years.

Land value is estimated for subject property and each sale, and an adjustment for the land value difference is made in comparison to subject.

Each of the sales differ in effective age and the difference in age/condition is based on the effective age estimated for each versus subject's age at a physical depreciation factor of 2% per year.

The finished ratio at most of the sales varies enough that adjustment for the approximate difference is applicable.

Sale 1 is a 3.4-year-old sale of a similar light industrial building located in essentially the same industrial area just 8 blocks west of subject. The building is fairly similar overall in quality. The subject property is inferior in age/condition and negative adjustment is made. The subject has a separate storage building, covered sheds, and paved parking; and a positive adjustment for that is applicable at each of the sales.

Sale 2 is a 2.5-year old sale of an industrial property that actually has 2 separate buildings located on the Texas side of the city in a similar industrial park. The size of this building is larger than subject and typically larger buildings sell at a lesser price per square foot than smaller buildings due to economy of scale, and a positive adjustment is made accordingly. This property is similar in most characteristics but requires positive adjustment for age/condition and the extras mentioned.

Sale 3 occurred about 8 months ago, and is a sale of a similar but smaller building also located on the Texas side of the city in a highway location at the west edge of the city. The property is generally similar and the comparison to subject is reasonable with a negative adjustment for the smaller size.

Sale 4 is an almost 4-year-old sale of a smaller building located about 7 blocks west of subject. The age/condition is inferior for which negative adjustment is made, and smaller size requires positive adjustment. The finished ratio at subject is superior for which negative adjustment is made.

Sale 5 occurred almost 4 years ago and is a sale of a smaller building on the Texas side in a highway location just west of Kings Highway. The location and land value are superior and require negative adjustment, while the most significant difference is the age/condition with subject being inferior and negative adjustment is made.

Sale 6 is a 1.5-year old sale of a similar, slightly larger building on the Texas side also in a highway location. Negative adjustments are applicable for land value and age/condition, while a positive adjustment is made for extras.

In addition to these sales, the appraiser has also reviewed several other sales and listings of similar, but less comparable, properties in the area and similar trends are seen.

SALES COMPARISON APPROACH (continued)

After considering each of the comparable sales analyzed and weighing the similarities of each based on those comparable sales most reflective of subject, the indications of market value of the subject property, "As Existing" via the Market Data Approach is estimated as follows:

VALUE CONCLUSION PER MARKET INDICATIONS - PRIMARY SITE - AS EXISTING	**$**	**310,000**
DEDUCT: Deferred Maintenance	**$**	**(50,000)**
VALUE CONCLUSION PER MARKET INDICATIONS - WHOLE PROPERTY - AS EXISTING	**$**	**260,000**

INCOME APPROACH TO VALUE

The Income Approach is defined by the American Institute of Real Estate Appraisers as:

> "That procedure in appraisal analysis which converts anticipated benefits (dollar income or amenities) to be derived from the ownership of property into a value estimate. The income approach is widely applied in appraising income producing properties. Anticipated future income and/or reversions are discounted to a present value figure through the capitalization process."1

In this method of estimating market value, the subject is analyzed from an investment viewpoint; i.e., what price would an investor pay for the property, given current market conditions and expect to receive an income stream which would allow him an acceptable return on his investment with due respect given to the risk involved. This requires an estimate of income (economic rent) the property could produce from which typical owner expenses are deducted. The result is then capitalized into indicated value. This approach is obviously very dependent on the accuracy of estimating market rent and expenses, as well as proper selection and use of the overall capitalization rate.

Typically, actual rents of similar buildings and tenant spaces in the same market area are compared to subject for use, type, location, etc. In this case, a few comparable rentals were available in the local market. Other rentals from similar communities were also reviewed and trend toward a similar range.

Improved Lease No. 1

Property Identification

Record ID	490
Property Type	Industrial, Light Industrial
Address	600 South Wake Village Road, Texarkana, Bowie Co., TX
Location	Wake Village Road, south of Highway 67

Physical Data

Land Size	1.814 Acres or 79,031 SF
Gross SF	24,500
Construction Type	metal
Roof Type	metal
Foundation	concrete
HVAC	central @ office
Stories	1
Office	7%
Industrial	93%
Year Built	2001
Condition	good

General Lease Data

Tenant	Frito Lay
Lease Type	Gross

General Tenant Summary

Owner	Green, Bunn, Herrington, LLC
Management Co.	Owner
Office Area	1,777
Percent Finished	7.25%

Rent Analysis

Actual Rent	$3.18/SF
Occupancy	100%

Remarks

The initial term of this lease was 7 years, until 01/31/11, with one 3-year option at the same terms; however, lease option was not renewed, and was later renegotiated at the above terms [$77,850.84 per year for 7 years- this is $6,487.57 per month]. Term is 06/2013 thru 02/28/2020, with a right to terminate at the 5th year after providing written notice. Lessee responsible for all interior maintenance, owner responsible for exterior and structural, and parking/drives [includes heat/air and electrical]. Owner pays taxes and insurance.

Improved Lease No. 2

Property Identification

Record ID	385	
Property Type	Industrial, warehouse	
Property Name	American Tire Distributors, Inc.	
Address	3921 East 19th Street, Texarkana, Miller County, Arkansas	

Physical Data

Land Size	8.373 Acres or 364,728 SF	
Gross SF	81,000	
Area Breakdown	Office	2,942
	Warehouse	78,058
	Metal frame and siding, Brick front	
Construction Type		
Roof Type	Metal	
Foundation	Concrete	
Electrical	Adequate	
HVAC	Central at offices	
Sprinklers	Wet system	
Floor Height	28'	
Year Built	2001 Addition 2010	
Condition	Good	

General Lease Data

Tenant	American Tire
Typical Lease Term	5 years
Lease Type	Net

General Tenant Summary

Owner	Dian Lavoice
Renewals	2 - 5 years options to renew

Rent Analysis

Actual Rent	$3.67/SF Average
Occupancy	100%

Remarks

This building was built in 2001 for this tenant. The lease was amended May, 2010, as described above due to expansion of 31,500 SF to the original building. Total lease rate is $297,270 annually or $24,772.50 per month. The renewal options for years 6-10 and 11-15 call for increases in the base rents to $4.00 and $4.40 per SF/year respectively.

Improved Lease No. 3

Property Identification

Record ID	334
Property Type	Warehouse
Property Name	M and A Supply Company
Address	3632 New Boston Road, Texarkana, Bowie Co., TX 75503
Location	New Boston Road
Tax ID	19060018801

Physical Data

Gross SF	10,140
Construction Type	metal
Roof Type	metal
Foundation	concrete
HVAC	all CHA
Year Built	2003
Condition	good

General Lease Data

Tenant	M & A Supply Company
Typical Lease Term	5 years
Lease Type	NET

General Tenant Summary

Owner	Green, Bunn, Herrington
Management Co.	Curt Green & Co.

Rent Analysis

Actual Rent	$5.92/SF
Occupancy	100%

Remarks

Tenant pays all taxes, insurance, and most maintenance. Owner is responsible for maintenance of roof, exterior walls, foundation and other structural portions of building, and parking (not re-striping]. This lease began August 1, 2012, and has a 5 year initial term.

5 year lease at $5000 per month plus Tax $567.59 and ins $166.67.

Improved Lease No. 4

Property Identification

Record ID	102	
Property Type	Warehouse	
Property Name	Candle Corporation	
Address	1011 KILGORE STREET, Texarkana, Bowie County, Texas 75503	

Physical Data

Land Size	3.462 Acres or 150,805 SF	
Gross SF	61,920	
Area Breakdown	office	2,753
	warehouse	59,167
Construction Type	metal	
Roof Type	metal	
Foundation	concrete	
HVAC	ALL OFFICE & WAREHOUSE CENTRAL	
Sprinklers	YES	
Stories	1	
Year Built	2001	
Condition	GOOD/NEW at lease	

General Lease Data

Tenant	Candle Corporation of America, Inc
Typical Lease Term	10 years
Lease Type	TRIPLE NET; tenant pays all taxes, insurance, and maintenance

General Tenant Summary

Owner	Green, Bunn, Herrington, LLC
Rent Charges	17,097 per month in 1-5 years ; $205,164 YR
Renewals	18,233/month in 6-10 years;$218,796 yrs 11-15, $228,484 1st option

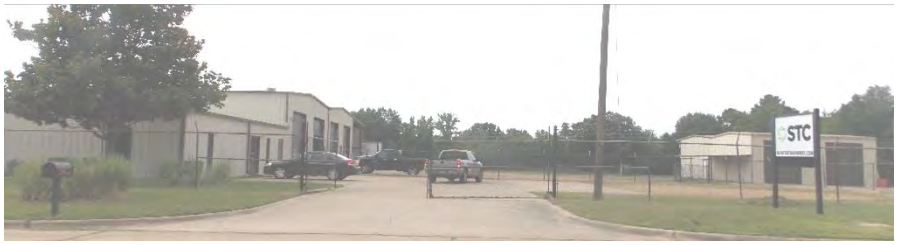
Rent Analysis

Actual Rent	$3.69/SF
Occupancy	100%

Remarks

This was built to suit the tenant, and the lease had provision for two 5-year renewal options, and also stated terms for purchase options, with original purchase option stated as $1,925,000 at completion of construction, and the second purchase option stated in the lease was for $1,900,000 at the 6th year of the lease agreement. Currently in 14th year, renewed at the first option- years 11thru 15 at $228,780, or $3.69 per SF. This is a 100% heated/cooled structure.

Improved Lease No. 5



Property Identification

Record ID	499		
Property Type	Warehouse		
Address	4100 thru 4115 Gazola, Texarkana, Bowie Co., TX 75503		
Location	Gazola, east of Loop 151		

Physical Data

Land Size	11.191 Acres or 487,480 SF		
Gross SF	17,470		
Area Breakdown	warehouse	3,750	blt 1981
	warehouse	2,440	blt 1989
	shed	420	unknown
	warehouse	4,860	blt 1989
	Office	1,900	Blt 1984
	MANUF	1,680	blt 1997
	stg at office	1,100	
	addition	1,320	

Construction Type	metal
Roof Type	metal
Foundation	concrete
HVAC	CHA AT OFFICE
Stories	1
Office	11%
Industrial	metal warehouse/distribution s
Year Built	1980's average
Condition	average

General Tenant Summary

Owner	Ronald Deboer
Management Co.	Legacy Group commercial
Office Area	1,900

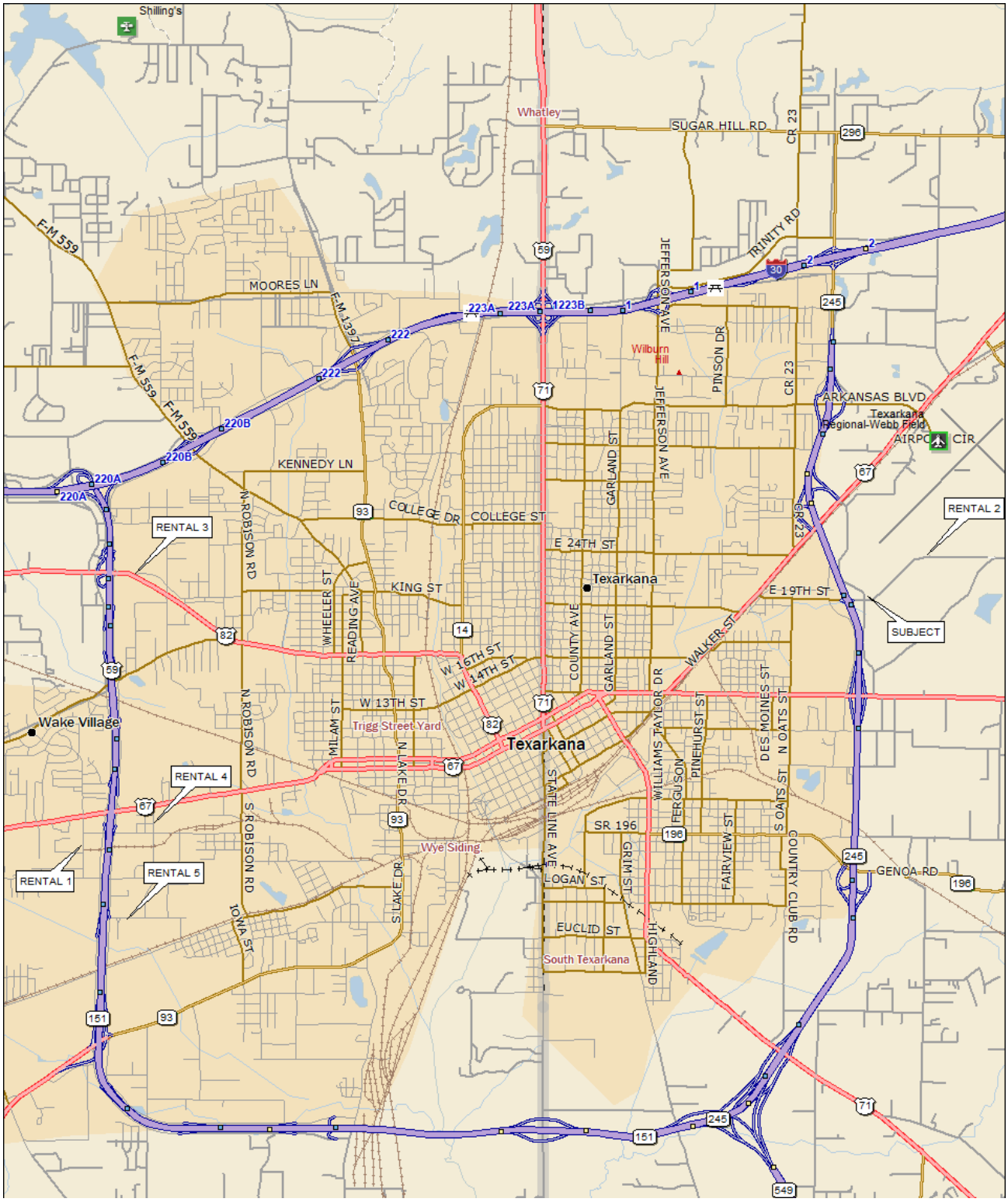
Rent Analysis

Actual Rent	$3.43/SF
Occupancy	100%

Remarks

This lease began June 1, 2014, for one year, and has one 1 yr option at same terms, along with an option to purchase during the lease period for $595,000.00 The lease is a gross lease, with owner paying all expenses. $5,000 per month, or $60,000 per year/17470 SF = $3.43 per SF per year. The site is approximately 11.191 acres, and is located just east of Loop 151/HWY 59 along Gazola Street.

COMPARABLE RENTALS MAP



INCOME APPROACH (continued)

RENT COMPARABLE ADJUSTMENT GRID - AS EXISTING								
RENT COMP	Rent/SF /Year	Lease Date	Size	Quality/ Offices	Age/ Condition	Expenses	Net Adjustment	Indicates
1	$ 3.18	Jan-11	24,500	Similar	Superior	Gross		
		10%	10%	0%	-10%	0%	10%	$ 3.50
2	$ 3.67	May-10	81,000	Similar	Superior	Net		
		12%	30%	0%	-20%	10%	32%	$ 4.84
3	$ 5.92	Aug-12	10,140	Similar	Superior	Net		
		8%	0%	0%	-20%	10%	-2%	$ 5.80
4	$ 3.69	2011	61,920	Similar	Superior	Net		
		10%	25%	0%	-20%	10%	25%	$ 4.61
5	$ 3.43	Jun-14	17,470	Inferior	Superior	Gross		
		2%	5%	20%	-10%	0%	17%	$ 4.01
Subject			**8,798**				**Market Estimate**	**$ 5.00**

INCOME DISCUSSION
The subject is compared directly to the rent comparables listed above and a projection of market rental is made based on the most similar and pertinent comparisons.

Vacancy:
There are few industrial buildings similar to subject vacant in the general subject area, but if subject were vacant an extended period of vacancy might be expected between tenants. Accordingly, the vacancy rate estimated for subject at 8%

EXPENSES:
The projections assume that a net lease is applicable and the lessee would be responsible for expenses to included taxes, insurance, maintenance, management, and other typical real estate expenses. Pro-rata share of expenses at the projected vacancy rate is estimated to account for the potential for vacancy.

Management:
Typical management fees for a property like subject range from 4% to 10% dependent on size and tenant mix. Accordingly, a 5% management fee based on the Gross Effective Income is considered appropriate.

INCOME APPROACH (continued)

CAPITALIZATION RATE SELECTION:

Capitalization is defined by the Appraisal Institute as "the process of converting into present value (or obtaining the present worth of) a series of anticipated future periodic installments of net income. In real estate appraisal, it usually takes the form of discounting." The rate provides the investor a return "on" and "of" his capital investment.

There are several methods of rate derivation; the best method is abstraction of actual rates derived from market sales. Three of the market sales analyzed in the Sales Comparison Approach had sufficient data for abstraction of Overall Rates and those indicators ranged from 7.46% to 12.76%, but if the lower extreme is omitted, the range is from 10.77% to 12.76%. Overall Rates vary significantly due to many factors, but investor criteria for similar properties may be market founded by viewing nationally published rates from various organizations. The "Investor Survey – 4th Quarter, 2019" published by RealtyRates.com indicates that average OAR's ranged near 9.19% average for Industrial properties in 2018, and at 8.46% during the 3rd quarter, 2019. The 2019 YTD average was 8.79%.

Some market indications are found in the following chart published by the PwC Real Estate Investor Survey (formerly the Korpacz Real Estate Investor Survey®), these quarterly indicators feature the discount rate, overall cap rate and residual cap rate for the following building types: Regional Mall, CBD Office, Warehouse and Apartment:

Economic Indicators | PwC Real Estate Investor Survey, Q3 2019

	Regional Mall		CBD Office		Warehouse		Apartment	
	Q3 2019	Q2 2019	Q3 2019	Q2 2019	Q3 2019	Q2 2019	Q3 2019	Q2 2019
Discount Rate (IRR)[a]								
Range (%)	5.00 – 10.00	5.00 – 10.00	5.25 – 10.00	5.25 – 9.50	5.25 – 8.00	5.25 – 8.00	5.50 – 10.00	5.25 – 10.00
Average (%)	7.23	7.00	6.86	6.82	6.13	6.21	7.09	7.11
Change (bps)		+23		+4		–8		–2
Overall Cap Rate (OAR)[a]								
Range (%)	4.00 – 9.00	4.00 – 9.00	3.75 – 7.50	3.00 – 7.25	3.75 – 6.40	3.00 – 6.25	3.75 – 7.00	3.50 – 7.00
Average (%)	6.18	6.08	5.52	5.39	4.83	4.65	5.10	5.14
Change (bps)		+10		+13		+18		–4
Residual Cap Rate								
Range (%)	4.25 – 10.00	4.25 – 10.00	5.00 – 7.50	4.50 – 7.50	4.50 – 6.75	4.50 – 6.75	4.00 – 7.00	4.00 – 7.00
Average (%)	6.85	6.72	5.91	5.80	5.46	5.46	5.50	5.47
Change (bps)		+13		+11		0		+3

[a]Rate on unleveraged, all-cash transactions. Definitions: bps — basis points. Discount Rate (IRR) — internal rate of return in an all-cash transaction, based on annual year-end compounding. Overall Cap Rate (OAR) — initial rate of return in an all-cash transaction. Residual Cap Rate — overall capitalization rate used in calculation of residual price; typically applied to the NOI in the year following the forecast. Survey involves institutional-grade properties. Source: PwC Real Estate Investor Survey; Personal survey conducted by PwC during September 2019. For subscription information, please email us-pwcsurvey@pwc.com.

RECONSTRUCTED OPERATING STATEMENT - AS EXISTING

Estimated Gross Potential Income:						
Main Buildings	8,798 SF	@	$ 5.00		$ 43,990	
TOTAL					$ 43,990	
Vacancy Rate		8.0%			$ 3,519	
ADJUSTED GROSS INCOME						**$ 40,471**
Operating Expenses:				$ / SF		
Property Taxes				$ 0.32	$ 2,855	
Insurance				$ 0.27	$ 2,400	
Management		5.0%		$ 0.23	$ 2,024	
Repairs and Maintenance				$ 0.14	$ 1,200	
Janitorial Service						**By lessee**
Utilities						**By lessee**
Miscellaneous				$ 0.07	$ 600	
TOTAL EXPENSES						**$ 9,078**
NET OPERATING INCOME						**$ 31,392**

Capitalization of Net Operating Income:	Given:		
Holding Period, Years:	10	Yield Rate (Y):	25%
Mortgage Term, Monthly:	20	Mortgage Ratio (MR):	75%
Interest Rate:	5.25%	Equity Ratio (ER):	25%
Amount of One:	$ 1.00	Sinking Fund Factor (SFF):	0.030073
Mortgage Constant, Full Term (C):	0.080861	(Holding Period @ Yield Rate)	
Mortgage Constant, Holding Period:	0.128750	% Mortgage Paid Off (P) during holding period	0.371951
Appreciation/Depreciation	0%		

Capitalization Rate by Band of Investment:							
(MR x C)	75%	X	0.080861	=	0.060646		
(ER x Y)	25%	X	25%	=	0.0625		
							0.123146
Less Credit for Equity Buildup (MR x P x SFF)							
75%	X	0.371951	X	0.0300726	=		0.008389
Less Adjustment for Depreciation (A/D x SFF)							
		0%	X	0.0300726	=		0.000000
OVERALL RATE							0.114757

INCOME CAPITALIZED AT OVERALL RATE					
$ 31,392	/	0.114757	=		
INDICATED VALUE BY INCOME APPROACH - AS EXISTING					**$ 273,556**
				ROUNDED	**$ 274,000**
DEDUCT: Deferred Maintenance					**$ (50,000)**
VALUE CONCLUSION PER MARKET INDICATIONS - WHOLE PROPERTY - AS EXISTING					**$ 224,000**

RECONCILIATION AND FINAL ESTIMATE OF VALUE

The three approaches to value yielded the following Market Value indications.

Cost Approach to Value	Not developed
Sale Comparison Approach	$260,000
Income Approach	$224,000

The Cost Approach is not developed in this case, per client assignment.

The Market Approach offers a reasonable value estimate supported by several comparable sales, some of which are quite similar which respect to location, market potential, and relevancy. The property type is typically an owner-occupied type property to which this approach to value is most applicable. The weakness in this analysis is the lack of insight for market acceptance for a larger building size in the small city. Nevertheless, the comparable sales provide the best market indication of value and this approach is weighted accordingly.

The Income Approach offers a limited value indication since buildings of this type are not typically purchased for investment, the basis upon which this approach is predicated. The comparable rentals are very limited and the premise is not very likely, thus weakening the method. This approach is considered only remotely indicative of subject value and is not given significant weight in the final analysis. It is significant that this approach is similar to the value indications from the other approach developed.

Based on the analysis of the data obtained, my opinion of Market Value of the subject property, **"As Existing"** as of March 12, 2020, the date of the most recent property visit, based on a reasonable exposure period which is estimated to be 6 to 9 months, is estimated as follows:

"As Existing" **$260,000**

EXTRAORDINARY ASSUMPTIONS:

1. It appears that part of the site may be within the East 19th Street right of way (ROW). The Tax Assessor's Plat indicates the property lines to be at the south side of that ROW. Also, the private drive that accesses the airport service entrance appears to run through the east side of the property actually segmenting part of the site. Usable land appears to be reduced by approximately 1.25 acres or 23%. A survey is recommended to ascertain accurate land size.

Robin P. Beck, MAI
Arkansas State Certified General Real Estate Appraiser
CG1533N; Certified through February 10, 2021

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. I have made a personal inspection of the property that is the subject of this report.

2. I have no present or contemplated future interest in the real estate that is the subject of this appraisal report or the parties involved.

3. I have no personal interest or bias with respect to the subject matter of this appraisal or the parties involved.

4. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, that attainment of a stipulation result, or the occurrence of a subsequent event.

5. To the best of my knowledge and belief, the statements of facts contained in this appraisal report, upon which the analysis, opinion and conclusions expressed herein are based, are true and correct.

6. This appraisal report sets forth all the limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analysis, opinions, and conclusions contained herein.

7. This appraisal report has been made in conformity with the Uniform Standards of Professional Appraisal Practice. The report is also in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of The Appraisal Institute.

8. The use of this report is subject to the requirements of The Appraisal Institute relating to review by its duly authorized representatives.

9. No one other than the undersigned prepared the analysis, conclusions and opinions concerning real estate that are set forth in this appraisal report. By virtue of appropriate experience, education, professional designations and State Certification, I am competent to complete the appraisal assignment and no additional steps were necessary or appropriate to comply with the Competency Provision of the USPAP.

10. I have not appraised this property in the three years prior to accepting this assignment.

11. As of the date of this report, I, Robin P. Beck, MAI, have completed the requirements under the continuing education program of The Appraisal Institute for its designated members.

CERTIFICATION (Continued):

12. Based on the analysis of the data obtained, my opinion of Market Value of the subject property, **"As Existing"** as of March 12, 2020, the date of the most recent property visit, based on a reasonable exposure period which is estimated to be 6 to 9 months, is estimated as follows:

"As Existing" **$260,000**

EXTRAORDINARY ASSUMPTIONS:

1. It appears that part of the site may be within the East 19th Street right of way (ROW). The Tax Assessor's Plat indicates the property lines to be at the south side of that ROW. Also, the private drive that accesses the airport service entrance appears to run through the east side of the property actually segmenting part of the site. Usable land appears to be reduced by approximately 1.25 acres or 23%. A survey is recommended to ascertain accurate land size.

Robin P. Beck, MAI
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ADDENDA

SUBJECT PHOTOS - taken at effective date of appraisal

Main Building as viewed at front & south side looking NE

Main Building as viewed at south & east sides looking NW

SUBJECT PHOTOS (continued)

Main Building as viewed at north & west sides looking southeasterly

View at partial north and east side of building looking SW

SUBJECT PHOTOS (continued)

Overall property view looking NE from near SW corner of site

Interior - Main Building - multi-purpose room

SUBJECT PHOTOS (continued)

Interior - Main Building - showing mold & wall & flooring damage at SE corner of building

Interior - Main Building – loose vinyl tile flooring at SE corner of building

SUBJECT PHOTOS (continued)

Interior view – at rest room at locker room

Interior view – lavatory at locker room

SUBJECT PHOTOS (continued)

Interior view – shower area at locker room

Interior view – kitchen

SUBJECT PHOTOS (continued)

Interior view - office

Interior view – hallway rest room

SUBJECT PHOTOS (continued)

Interior view – shop/garage area

Interior view – shop addition

SUBJECT PHOTOS (continued)

Street View looking easterly along East 19th Street with subject at left

Street View looking easterly along East 19th Street with subject at right

SUBJECT PHOTOS (continued)

View looking northerly along private drive to Airport service entrance

CLIENT ENGAGEMENT

THE APPRAISAL GROUP
Real Estate Appraisals
3601 North Robison Road
Phone (903) 793-3211 ~ Texarkana, TX 75501 ~ Fax (903) 793-3307

March 3, 2020

Mr. Paul Mehrlich
Texarkana Regional Airport
Texarkana, AR 71854

VIA E-Mail: director@txkairport.com

Re: Appraisal Proposal
3801 East 19th Street
Texarkana, AR

Dear Mr. Mehrlich:

I propose to prepare Appraisal reports for the referenced property, as identified above. As discussed, I will prepare an appraisal of the real property identified above, using applicable appraisal methods. The Appraisal is to estimate the Market Value of the property, as existing. It is my understanding that the report is to be for internal company use.

The report will comply with applicable The Appraisal Foundation guidelines and will conform with the "Code of Professional Ethics and Standards of Professional Practice of The Appraisal Institute" of which I am a member and will be appraised as if owned in fee simple title, free and clear of any encumbrances. Mineral rights are not considered.

The total fee for the Appraisal Report, will be $2,500, to be paid upon delivery of the completed report.

This estimate does not include any compensation for testimony in any court or hearings. Additional charge of $200.00 per hour (one-half day minimum) plus all expenses would be appropriate for any court or hearing testimony required. **Delivery of the completed report is estimated to be approximately 3 weeks from the date of acceptance of this proposal, assuming timely return receipt of this agreement.**

If cancellation of the appraisal report is desired, compensation for any services completed prior to cancellation notice shall be payable at the rate of $200.00 per hour. If these terms are agreeable, please respond in writing with authorization to proceed. This fee quotation is valid for 30 days from date of this letter, however, delivery time would be adjusted applicable to delays. I look forward to working with you in this matter.

Letter – Page 2

I have attached my appraisal qualifications for your review.

Please see the attached list of items that may be needed for completion of the appraisal.

If applicable, please include the name and telephone number of the person to contact for on site visit and viewing of the property.

I appreciate the opportunity to work with you in this matter. Please call with any questions you may have.

Respectfully Submitted,

Robin P. Beck, MAI
Arkansas Certified General Real Estate Appraiser
CG1533N; Expires February 10, 2021

Accepted by client:

Date _____, 2020, _____(Signature and Printed Name)

This acceptance obligates this party to the terms and conditions of this letter of proposal.

FW: Appraisal Proposal

Director TXK Airport <director@txkairport.com>
Tue 3/3/2020 12:00 PM
To: robinpbeck@hotmail.com <robinpbeck@hotmail.com>
Cc: Shannon Elliott <shannon.elliott@txkairport.com>; TAPD-White, Zachary <zwhite@txkusa.org>

1 attachments (724 KB)
Proposal 2020 Txk Airport Property.pdf;

Good Morning,

Please move forward with the proposal. We will coordinate with Captain White with the Texarkana PD to escort anyone to see the inside of the building. As mentioned no one will be able to enter the armory, however Captain White can provide measurements of that room.

V/R

Ferdinand Paul Mehrlich III, C.M. ACE
Executive Director of Aviation
Texarkana Regional Airport
TXKAirport.com
201 Airport Drive
Texarkana, AR 71854
O: (870) 774-2171 | C: (903) 733-5236
Director@TXKAirport.com

OPEN RECORDS NOTICE: This email and responses may be subject to the Texas Open Records Act and Arkansas Freedom of Information Act and may be disclosed to the public upon request. Please respond accordingly.

From: Robin Beck <robinpbeck@hotmail.com>
Sent: Tuesday, March 3, 2020 10:58 AM
To: Director TXK Airport <director@txkairport.com>
Subject: Appraisal Proposal

Good Morning Mr. Mehrlich,

As discussed, please see the attached proposal.

Thanks for this opportunity to work with you.

Respectfully,

Robin Beck, MAI
The Appraisal Group
3601 North Robison Road
Texarkana, TX 75501
903-793-3211 Office
903-277-6766 Mobile
903-793-3307 Fax

CITY OF TEXARKANA, AR
BOARD OF DIRECTORS

AGENDA TITLE:	Adopt an Ordinance amending the Personnel Policy. (FIN) Finance Director TyRhonda Henderson ***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:	11/01/2021
ITEM TYPE:	Ordinance☒ Resolution☐ Other☐:
DEPARTMENT:	Finance Department
PREPARED BY:	TyRhonda Henderson, Finance Director
REQUEST:	Amendment of Personnel Policy
EMERGENCY CLAUSE:	YES
SUMMARY:	The following amendments to the personnel policy were reviewed and approved by the Personnel Policy Committee on October 7, 2021:

- 2.16 Age of Eligibility
  Consider request to amend personnel policy regarding age of eligibility for fire and police to comply with state statute.

  Fire:

  No person shall be eligible for appointment to any position within the fire department that has not arrived at any age required for service under (ACA 14-51-301(b)(1)(B)(i), as hereafter amended, modified, or superseded.

  Police:

  No person shall be eligible for appointment within the police department that has not arrived at any age required for service under (ACA 14-51-301(b)(1)(B)(ii), as hereafter amended, modified, or superseded.
- 4.10 Holidays
  Consider request to include Juneteenth as a recognized city holiday.
- 5.12 Probationary Periods
  Consider request to amend police probationary period from 12 months to 18 months for law enforcement.

	Civil Service: Arkansas state law provides for a period of probation, not to exceed 12 months for potential fire department appointees and at least one (1) year but no longer than two (2) years for potential law enforcement appointees before any appointment is complete and six months before any promotion is complete. (ACA 14-51-301)(7)(A). • 6.04 Uniforms and Personal Appearance Consider request to require all City employees to wear City issued identification cards. • 7.01-7.02 General and Acceptable Use Policy Consider request to amend the general and acceptable use policy. • 7.03-7.04 Email/Instant Messaging and Internet/Intranet Policy Consider request to amend email and instant messaging, and internet and intranet policy. The purpose of this agenda item is to receive formal approval from the Board of Directors to amend the Personnel Policy for their recommendations.
EXPENSE REQUIRED:	$0
AMOUNT BUDGETED:	$0
APPROPRIATION REQUIRED:	$0
RECOMMENDED ACTION:	City Manager and staff recommend approval
EXHIBITS:	Personnel Policy and Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF TEXARKANA, ARKANSAS PERSONNEL POLICY, INCLUDING WITHOUT LIMITATION ORDINANCE NO. K-570, AS AMENDED; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, pursuant to Ordinance No. K-570, The Personnel Policy for the City of Texarkana, Arkansas was adopted and, thereafter, has been amended, updated, and restated from time to time; and

WHEREAS, the Personnel Policy Committee recommends the Personnel Policy be amended; and

WHEREAS, the City Manager recommends approval;

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

SECTION 1. The language contained in *Section 2.16* of the Personnel Policy concerning age of eligibility for appointment within the Fire Department and Police Department, respectively, is hereby restated as follows (all language not restated below remains):

Fire:
No person shall be eligible for appointment to any position within the fire department that has not arrived at any age required for service under (ACA 14-51-301(b)(1)(B)(i), as hereafter amended, modified, or superseded.

Police:
No person shall be eligible for appointment within the police department that has not arrived at any age required for service under (ACA 14-51-301(b)(1)(B)(ii), as hereafter amended, modified, or superseded.

SECTION 2. *Section 4.10* of the Personnel Policy is amended to recognize celebration of Juneteenth on June 19th as a holiday for City employees.

SECTION 3. The language contained in *Section 5.12* of the Personnel Policy concerning the probationary period for civil service employees is restated as follows (all language not restated below remains):

Civil Service:

Arkansas state law provides for a period of probation, not to exceed 12 months for potential fire department appointees and at least one (1) year but no longer than two (2) years for potential law enforcement appointees before any appointment is complete and six months before any promotion is complete. (ACA 14-51-301(b)(7)(A).

SECTION 4. *Section 6.04* of the Personnel Policy is hereby amended to add the following sentence: "All City employees are required to wear City issued identification cards."

SECTION 5. *Sections 7.01, 7.02, 7.03, and 7.04* of the Personnel Policy are updated to change references to "CIS[,]" "CIS Division[,]" "Computer Information Services Division[,]" and "CIS Manager" to "Information Technology[,]" "Information Technology Department[,]" and "Information Technology Manager[,]" as the same occur and the context indicates.

SECTION 6. The following modifications and additions are hereby incorporated into *Sections 7.02, 7.03, and 7.04* of the Personnel Policy, as indicated (strike-though is deleted language, underline is added language):

Section 7.02 of the Personnel Policy.

- Users shall not attempt to access any data or programs contained on the City of Texarkana system for which they do not have authorization or explicit consent. ~~The prohibition extends to CIS employees who shall not access electronic files that are password protected and/or email files without the specific request or approval of the user or authorization from the City Manager.~~
- Users shall not download, install, or run security programs or utilities that reveal or exploit weaknesses in the security of a system. For example, the City of Texarkana users shall not run password cracking programs, packet sniffers, or port scanners or any other non- approved programs on the City of Texarkana Information Resources. Information Technology staff may do so in the course of their duties, in an attempt to identify weaknesses and vulnerabilities in City-owned devises and for troubleshooting purposes.
- Access to the Internet from a City . . . . or other non-employees to access the City of Texarkana computer systems. ~~Access to the Texarkana computer~~

~~network including Internet access from a privately owned computer device shall be limited to those with written approval from the City Manager.~~

- Frequency and method of all password changes should be at the discretion of the Information Technology Manager ~~CIS Manager~~ and shall follow industry best practices ~~Seven characters and/or numbers shall be the minimum password size~~.
- All City of Texarkana employees shall participate in the Cyber Security Training program administered by Information Technology.
- Users shall not access the City of Texarkana's network via VPN or otherwise, from non-City Owned computer. Employee will use City-owned equipment to remotely access the City's network.

Section 7.03 of the Personnel Policy. References to "Microsoft Exchange" are deleted and replaced with references to "Microsoft 365 for Government[.]" References to Microsoft Office are deleted and replaced with references to "Microsoft Office 365[.]" The limit size of a mailbox is updated from 75MB to 100GB. The following provision is added to the list of activities enforced by policy and the existing provision in such list is modified as indicated:

- Instant Messaging is designated as Microsoft Teams for Government.
- ~~All~~ Requests for user accounts shall be sent to Information Technology. Once the request for the new user has been received by Information Technology, Information Technology shall have ten (10) business days to complete the request. t~~echnology mail service must be submitted to CIS in written form after approval by the user's department head~~.

Section 7.04 of the Personnel Policy.

- Known websites that are not related to City Business may be blocked with the City Manager's authorization; Information Technology shall block all web content that is malicious in nature.
- ~~Streaming video is allowed for business usage, i.e., web training. This must be setup by the CIS Department prior to the event.~~

SECTION 7. This ordinance being necessary for the preservation of the public peace, health, and safety, and to provide for immediate implementation of the provisions above (including the required and necessary updates and revisions to the Personnel Policy), 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 1st day of November, 2021.

_____

Allen L. Brown, Mayor

ATTEST:

_____
Heather Soyars, City Clerk

APPROVED:

_____
George Matteson**,** City Attorney

The City of Texarkana Arkansas Personnel Policy

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Strategic Priorities for the City of Texarkana, Arkansas

1. Be ethical in all we do in city government.
2. Commitment to an economically, stronger, safer and financially healthier community that inspires people.
3. Promote citizen involvement and assure the community that no complaints will fall on deaf ears.
4. Require city workforce to pursue excellence at all levels adding value for citizens.
5. Promote neighborhood revitalization, cleanup, code enforcement, and crime control to stimulate community pride one block at a time.
6. Be proactive and competitive in pursing economic growth and development in the TIF district.
7. Focus on the 'seven planning goals' for achieving economic growth and development.
8. Invest in infrastructure repairs and improvements to stimulate private investment in the community.
9. Promote and foster regional partnerships with all public sector agencies to create a growing Texarkana, Arkansas, that will improve the quality of life for our citizens.
10. Promote park improvements and develop programs for the youth and elderly.

Mission of the City (Broad Philosophy)

"The Mission of the City of Texarkana, Arkansas Board of Directors and City Staff is to work together to create and implement strategies necessary to turn the City's Core Values and Vision into reality"

Core Values (Vision that is more focused)

Promote active citizen involvement and participation in the planning and decision-making process
Aggressively pursue economic development and growth initiatives with the private sector
Commitment to learn and change at all levels within the organization, in order to pursue excellence, through continuous improvement, innovation, and creativity, in delivering services to the community
Commitment by Board Directors and staff to build relationships with citizens and community partners in order to achieve goals
Promote fiscal responsibility and accountability for our citizens in all we do through a high level of public accountability
Promote the health, safety and general well being of our citizens to create a vibrant community
Promote and foster regional partnerships with all public sector agencies to create a growing Texarkana that will improve the quality of life for our citizens

Core Services

We will promote a strong and diverse economic environment
We will provide infrastructure, with the capacity to meet current and projected needs
We will provide streets and other traffic systems
We will rehabilitate and maintain infrastructure as needed
We will promote public safety and health
We will promote effective communication with one voice to the community
We will provide a workplace that fosters creative ideas for delivery of core services
We will provide high quality customer focused basic services at a reasonable cost
We will promote safe, decent, and affordable housing

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CHAPTER I: GENERAL PROVISIONS

1.01 PURPOSE OF POLICY

The purpose of this Personnel Manual is to provide a uniform policy and a set of rules governing City employees. It is the intent of the City to use sound and systematic personnel procedures to strive for high degree of understanding, cooperation, utility, and efficiency. These policies are intended to meet the following objectives:

To promote and increase productivity, efficiency, and economy in the service of the City.

To establish and promote high morale among City employees by providing personnel policy, opportunities for advancement, good working relationship, and consideration of employees' needs.

To inform department heads and supervisors of their obligations toward the employees under their direction and their rights to assign and instruct employees.

To provide that continued employment is subject to satisfactory work, necessity for performance of work, and availability of funds.

To ensure that all federal, state, and local laws in relation to employment and working conditions are complied with fully.

To provide fair and equal opportunities to all qualified citizens to enter City employment on a basis of demonstrated ability, merit, and physical fitness, as ascertained through fair and practical methods of selections, free of personal and/or political consideration.

The policies and procedures contained in this manual will be revised as necessary to comply with City, State and Federal regulations.

All City employees shall be informed of the existence of these rules, and each department shall keep at least one copy available for reference by its employees.

1.02 COVERAGE

These policies shall apply to all employees of the City of Texarkana, Arkansas, except as specified. When regulations or procedures do not apply to all employees, exceptions will be noted with a separate section written for each category of employee.

1.03 ADMINISTRATION

It shall be the responsibility of the City Manager or his designee to administer these personnel policies and to issue such rules and procedures as necessary to execute these policies.

1.04 CHANGES

These policies may be amended from time to time as justifiable needs arise. Suggestions for amendments are welcome at any time from any employee. Any and all suggestions should be submitted in writing to the City Manager through the Personnel Administrator. Any proposed amendments to these personnel policies shall be reviewed by the Personnel Policy Committee. Amendments are not valid unless adopted by the Board of Directors.

1.05 NOT A CONTRACT

This personnel policy does not constitute a contract for employment or for employee benefits between the City and any employee.

1.06 NO ORAL CONTRACT PERMITTED

No oral representations or statements by the City Manager or by any elected or other official of the City shall create any contractual rights between the City and any employee.

1.07 POLITICAL ACTIVITY

(a) No employee or person seeking employment, shall be appointed, promoted, demoted, removed, advanced, or retained on any basis or for any reason other than qualification, merit, fitness for the service, or lack thereof. Any such action shall be taken wholly without favoritism or discrimination.

(b) No person shall use one's City position to secure favorable treatment or privileges for either the employee or any other person.

(c) No employee of the City shall engage in any political activity, nor shall monetary contributions be solicited for campaign funds of any political organization, while that employee is on duty.

(d) A City employee may become a candidate for public office in a non-partisan election. In cases where the employee is a candidate for the position of mayor or city director, and becomes elected, that employee shall at once resign from employment with the City.

(e) Nothing in this section shall be construed to prevent the exercise of the rights of City employees as citizens, to express their opinions and to cast their votes.

1.08 UNLAWFUL ACTS PROHIBITED

(a) No person shall make any false statement or report in regard to any test, certification, or appointment. No person shall, in any manner, commit, or attempt to commit any fraud regarding execution of these provisions or the rules included in this manual.

(b) No person seeking appointment to or promotion in the City service shall either directly or indirectly give or promise any money, service, or other valuable thing to any person in connection with the candidate's test, appointment or promotion, whether actual or proposed.

CHAPTER II: EMPLOYMENT POLICIES

2.01 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATION ACTION

(a) The City of Texarkana, Arkansas is committed to providing equal employment opportunity (EEO) to all employees and applicants for employment, without regard to race, color, religion, sex, national origin, age, handicap or disability, or status as a Vietnam era or special disabled veteran, in accordance with applicable federal and state laws. Furthermore, the City of Texarkana, Arkansas, does not discriminate on the basis of disability. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

(b) The City of Texarkana, Arkansas, is an affirmative action employer. The City of Texarkana, Arkansas will strive to recruit and train employees, promote members of minority groups, and women, so that they are approximately equal in proportion to their percentage of population, within the City of Texarkana, Arkansas. Nothing in this statement requires the City to hire any specific number of employees of any sex or race, or to hire or promote any person who is not the best qualified for the position. The Affirmative Action Plan does require the City to conscientiously recruit and promote in a manner so that employment with the City will reflect community population levels.

2.02 AT-WILL EMPLOYER

The City of Texarkana is an at-will employer. The City of Texarkana, or any City employee, may terminate the employment relationship at any time for any reason, with the understanding that neither has an obligation to base that decision on anything but his or her intent not to continue the employment relationship. No policies, comments, or writings made herein or during the employment process shall be construed in any way to waive this provision.

2.03 PERSONNEL OFFICE RESPONSIBILITIES

The City of Texarkana, Arkansas is a City Manager form of City government under the supervision of a City Manager. The City Manager, or his/her designee, is to operate the Personnel Office. The Personnel Office is responsible for all personnel management responsibilities for non-civil service employment positions in all departments covered by these policies. The Personnel Office is responsible for recruiting candidates, listing vacancies with employment agencies, advertising for candidates, notifying trade and professional groups, circulating lists of vacant positions, posting lists of available positions in City buildings, and all other forms of recruiting activities. Further, all personnel records, changes in status, and personnel administration are the responsibility of the Personnel Office.

The Civil Service Commission is responsible for advertising, recruiting, and testing for Police and Fire Department positions in accordance with ACA 114-51-301.

2.04 DEPARTMENTAL RESPONSIBILITIES

Department Heads and Supervisors are responsible for:

(a) Notifying the Personnel Office promptly of any impending vacancy as soon as they have any knowledge that one is expected to occur;

(b) Using the correct title of the position to be filled;

(c) Using the correct pay grade and funding source;

(d) Indicating any special qualifications for the position;

(e) In case of unusual or one-of-a-kind positions, suggesting to the Personnel Office any known sources of recruitment; and,

(f) Notifying the Personnel Office promptly when a candidate has been rejected or accepted, especially before the new employee begins work.

2.05 PRELIMINARY SCREENING

The Personnel Office will assist in screening all candidates for non-civil service employment positions (this can include criminal, but is not limited to, background and credit checks). The Personnel Office may disqualify for employment any candidate clearly not qualified for a particular position.

The making of deliberate false statements on an application for employment is cause for refusal of employment and, if discovered after appointment, is cause for dismissal.

2.06 RECRUITMENT BY DEPARTMENT

Nothing in these policies shall prevent any department head or other supervisor from undertaking recruitment efforts to fill a vacancy in his or her department. The department head or supervisor shall, however, notify the Personnel Office of such efforts and, if an acceptable candidate is found, shall refer that candidate to the Personnel Office for processing in accord with established procedures.

2.07 REFERENCE CHECK

The Personnel Office will be responsible for checking the references given by the applicants. An unfavorable reference may be cause for rejection of the application by the Personnel Office. The Personnel Office shall report the results of reference checks to the department head or other appointing authority.

Employees will also be subject to periodic review of driving records. Employees will be required to sign and authorize Personnel representatives to obtain and review any information pertaining to previous records of said employee.

2.08 QUALIFICATION STANDARDS

The Personnel Office will work with the department heads to formulate methods for determining the relative qualifications of persons seeking employment in City service. Each applicant shall answer all questions and furnish all information as required in the form or forms of application prescribed. In addition, each applicant shall submit to such examinations, interviews, tests, and other such selection devices (including written and performance tests, oral exams, experience and training rating systems, medical examinations, etc.) as are found to be reliable and valid and are deemed appropriate to determine the fitness of applicants for appointment. Unless waived by the Personnel Office, a satisfactory passage of a pre-employment physical in accordance with ADA regulations, at the City's expense, administered by a physician designated by the City, is a final requirement before being hired.

2.09 TYPES OF APPOINTMENTS

Appointments of employees to positions under these policies shall be of the following types:

(a) Regular Full-time appointments: Hourly employees, salaried employees, and civil personnel.

(b) Part-time appointments: Employees who work 20 hours weekly, or more, but less than 40 (hours weekly).

(c) Temporary appointment: Such appointment may be for full-time, temporary, or part-time temporary.

Temporary employees may include emergency and/or seasonal employees.

2.10 JOB POSTING/INTERNAL MOBILITY

Non-Civil Service:

It is the City's policy to promote from within whenever possible. Therefore, current employees seeking to advance within and are eligible to do so, will be considered for promotion upon completion of a written exam and/or interview, conducted by the City. This is designed to ensure employees of the equal potential opportunities of advancement in his/her career with the City. Employees will be considered for promotion on many factors, including job performance, competence and basic skills, and attendance records. Date of employment will be the deciding factor for promotions only when all applicants are equally qualified.

In-house job announcements are posted throughout the City offices for a minimum of five working days. An employee wishing to be considered for an available position must complete an in-house job application (available in the Personnel Office) by the closing time stated on the job announcement.

After the closing date and time, the Personnel Office, in coordination with the applicable department head, will review all of the applications and follow normal hiring procedures.

2.11 PROMOTED EMPLOYEES

Persons promoted to positions that start in Step "1" of a higher grade, are eligible for a one step increase upon satisfactory completion of the initial six month period, if the department head should agree. Normally, employees whose positions are reclassified are not eligible for an increase in six months, unless they are in Step "1" of their grade.

Employees promoted to a supervisory position will receive a minimum increase of four percent above the highest paid person they are to supervise.

While it is the City's policy to promote from within whenever possible, when specialized skills and/or experience are needed to fill a vacancy, it may be necessary to hire from outside the City employment base.

2.12 TRANSFERRED EMPLOYEES

No employee may be transferred to a position for which he or she does not possess the minimum qualifications and experience. If the transfer involves a change from one department to another, both department heads must consent thereto, unless the City Manager orders the transfer for purposes of economy or efficiency.

2.13 DEMOTED EMPLOYEES

Any employee who is either voluntarily or involuntarily demoted for any reason, shall be compensated at the new rate as is administratively determined by the affected employee's department head, the Finance Director or designee, and also approved by the City Manager.

2.14 CHANGE IMPLEMTATION

Promotions, demotions, transfers, and other pay status changes shall be implemented during the pay period closest to the effective date of the change.

2.15 DISCIPLINARY REVIEW

No employee under disciplinary review shall be eligible to receive any wage increase if implementation of said raise should fall during the review period.

2.16 AGE

Non-Civil Service:

Any employee hired by the City must be at least 18 years of age at the time of employment.

Fire:

No person shall be eligible for appointment to any position within the fire department that has not arrived at any age required for service under (ACA 14-51-301(b)(1)(B)(i), as hereafter amended, modified, or superseded.

Police:

No person shall be eligible for appointment within the police department that has not arrived at any age required for service under (ACA 14-51-301(b)(1)(B)(ii), as hereafter amended, modified, or superseded.

Maximum age restrictions regarding mandatory retirement, apply to police and firefighters only, to the extent provided for in the federal Age Discrimination in Employment Act.

The minimum age for seasonal/summer youth employees may be lowered to 14 in accordance with the State and Federal Child Labor Laws.

2.17 RESIDENCY POLICY

The City requires that any employee who is required to be "on-call" or who is subject to being called out for emergency duty of any type, shall live within an area in which the employee can respond to an emergency call to duty within thirty (30) minutes.

2.18 NEPOTISM

In accordance with state statutes, no person shall hold an appointive or paid position with the City, who is related by blood or marriage in the third degree, either to a member of the Board of Directors or to the City Manager. Provided, however, this prohibition shall not prevent a person who holds an appointive or employment position with the City, at the time the person's relative becomes City Manager or a member of the Board of Directors, from continuing in that position or employment. (ACA 14-47-135)

Members of the immediate family of employees may be employed by the City as long as they do not work for the same immediate supervisor. An applicant or employee shall not be eligible for a position in which he/she will be directly supervised by a member of the immediate family. Immediate family is defined as the following:

Spouse	Children	Son-in-law
Parents	Brother/Sister	Sister-in-law

Grandparents	Mother-in-law	Brother-in-law
Great Grandparents	Father-in-law	
Grandchildren	Daughter-in-law	

2.19 AMERICANS WITH DISABILITIES ACT POLICY

It is the policy of the City of Texarkana not to discriminate against qualified individuals with a disability in regard to job application procedures, hiring, advancement, discharge of employees, employee compensation, job training and other terms, conditions, and privileges of employment because of the disability. Furthermore, it is the policy of this City that no qualified individual with a disability shall by reason of the disability, be excluded from participation in or be denied the benefits of a service, program, or activity of the City of Texarkana, or be subjected to discrimination by the City of Texarkana.

The City of Texarkana has appointed the Personnel Administrator as its Americans with Disabilities Act Coordinator. The responsibility of the ADA Coordinator is to coordinate all ADA compliance regulations and to investigate complaints or grievances, concerning violation of the Americans with Disabilities Act.

Any employee, who wishes to file a complaint or grievance for alleged violation of provisions of the Americans with Disabilities Act, may do so by contacting the Personnel Administrator.

Forms on which to file your complaint will be provided, or if necessary, your complaint will be heard verbally. A record of your complaint and the action taken will be maintained in a special complaint file in the ADA Coordinator's office. A decision concerning any grievance will be considered by the designated ADA Coordinator within 15 days of being filed.

CHAPTER III: CLASSIFICATION AND PAY

3.01 POSITION CLASSIFICATION PLAN

The City Manager, or his designee, shall be responsible for the preparation, maintenance, and revision of a Position Classification Plan for all positions in the classified service. The Position Classification Plan shall be based upon similarity of duties performed and responsibilities assumed so that the same qualifications may reasonably be required of, and the same schedule of pay may be equitably applied to, all positions in the same grade. Each grade is, in turn, assigned multiple steps. The steps are numbered from the lowest to the highest. The body of grades and steps constitutes the City's Position Classification Plan. Department Heads and supervisors have a duty to report to the City Manager substantial changes in duties and responsibilities of positions under their control in order for classification adjustments to be made and for the plan to remain current.

3.02 PAY PLAN

The City Manager, or his designee, shall be responsible for the preparation, maintenance, and revision of a pay plan, which shall be adopted by the Board of Directors. Said plan shall set forth salary ranges to include minimum and maximum rates of pay and intermediate steps for all classes of positions included in the classification plan.

Salary ranges shall be determined by the relative difficulty, responsibility, experience, and qualifications required of a class, the prevailing rates of pay for similar employment in private establishments and other public jurisdictions in the area, cost-of-living factors, the financial condition and policy of the City, and other economic considerations.

3.03 STARTING PAY

New employees shall normally start work at step "1" of the grades to which their positions are allocated by the classification plan. Upon the successful completion of 6 months employment, employees will be granted a pay increase to the next higher step established in the pay plan for such purposes, if approved by the department head.

In the case where a candidate for employment clearly has exceptionally good qualifications for the work of the position, he or she may be employed initially at a step in the pay plan higher than the "1" step; provided, however, that the department head and the City Manager shall approve such appointments and that sufficient budgeted funds are available to permit such appointments.

3.04 PERIODIC PAY INCREASES

Pay increases are normally considered by the Board of Directors in the Annual Budget. Under exceptional circumstances, department heads and supervisors may recommend periodic pay increases to the City Manager for consideration during the fiscal year. All pay rates will conform to the approved pay plan.

3.05 LONGEVITY PAY

Employees receive Longevity Pay at the following rate:

LONGEVITY

COMPLETED SERVICE YEAR	BI-WEEKLY	ANNUAL
2	5.77	150.00
3	8.65	225.00
4	11.54	300.00
5	14.42	375.00
6	17.31	450.00
7	20.19	525.00
8	23.08	600.00
9	25.96	675.00
10	28.85	750.00
11	31.73	825.00
12	34.62	900.00
13	37.50	975.00
14	40.38	1,050.00
15	43.27	1,125.00
16	46.15	1,200.00
17	49.04	1,275.00
18	51.92	1,350.00
19	54.81	1,425.00
20	57.69	1,500.00
21	60.58	1,575.00
22	63.46	1,650.00
23	66.35	1,725.00
24	69.23	1,800.00
25+	72.12	1,875.00

Longevity pay shall not be included in calculating overtime pay, and shall not be considered to be a part of base pay.

Civil Service employees receive longevity pay bi-weekly. Non-Civil Service employees receive an annual lump sum payment.

Terminated employees will not receive a longevity payment.

3.06 MANDATORY DIRECT DEPOSIT

Employees of the City of Texarkana, Arkansas will be paid bi-weekly by direct deposits made to the employee's specified personal bank account. All employees who are hired or promoted on or after January 1, 2010, shall be required to accept payment of salary or wages by electronic warrants transfer. All employees will be required to complete a Direct Deposit Authorization Agreement upon employment with the City of Texarkana, Arkansas, designating a financial institution for direct deposit of funds. *NOTE: If an employee chooses to refuse said services as requested by the employer, the employee must state a hardship in writing to the Finance Director and Personnel Office.

CHAPTER IV: EMPLOYEE AND SPECIAL LEAVE BENEFITS

4.01 ANNUAL LEAVE (VACATION)

(A) Accrual:

Regular full-time employees are entitled to paid vacation leave time according to the following schedule:

Non-Civil Service:

First 5 years	5 years – 10 years
4 hrs ppp – 13 days	5 hrs ppp – 16 1/4 days
10 years – 15 years	15+ years
5 ½ hrs ppp – 17 7/8 days	6 hrs ppp – 19 ½ days

Police:

As provided by state law, each employee shall be granted an annual vacation of no less than 15 working days with full pay. [ACA 14 – 52 – 106]

1 year – 5 years	5 years – 10 years
4.60 hrs ppp – 15 days	5 hrs ppp – 16 ¼ days
10 years – 15 years	15+ years
5 ½ hrs ppp – 17 7/8 days	6 hrs ppp – 19 ½ days

Fire:

As provided by state law, each employee shall be granted an annual vacation of no less than 15 days with full pay. [ACA 14 – 53 – 107]

1 year – 5 years	5 years - 10 years
6.9 hrs ppp	7.5 hrs ppp
10 years – 15 years	15+ years
8.2 hrs ppp	9 hrs ppp

NOTE: Fire Department Civil Service personnel assigned to eight hour shifts accrue at the same rate as Police. Accrual rates are based upon years of continuous service. Vacation will not accrue during a period of leave without pay. When a Fire Department Civil Service employee transfers between 24-hour and 8-hour shifts, accrued leave balances will be converted by a factor reflecting the proportionate difference in rates of accrual.

(B) Accumulation and Carryover:

Vacation is cumulative. During a calendar year, accrued leave may exceed 30 days; however, those days in excess of 30 will be forfeited if not used before January 1 of the following year, unless the city manager has approved the excess carryover. For firefighters working 24 hour shifts, accrued leave in excess of 360 hours will be forfeited if not used before January 1, unless the City Manager has approved the excess carryover. It shall be the employee's responsibility to schedule vacation time before the maximum accumulation is reached. Otherwise, the employee forfeits any leave in excess of the maximum accumulation.

(C) Payment Upon Separation From Employment:

Upon separation from employment or layoff due to reduction in force, the employee will be paid for accrued vacation up to a maximum of 30 days. Firefighters working 24 hour shifts will be paid for accrued vacation up to a maximum of 360 hours.

(D) Scheduling:

Vacation shall be approved by the department head, subject to the needs and demands of the department at the time vacation is requested.

(E) Charging Vacation:
Vacations may be charged in one hour increments when approved by the department head.

(G) Cancellation:
Vacations are subject to cancellation if an emergency should warrant such action.

NOTE: Temporary, part-time, and seasonal employees do not earn annual leave.

4.02 SICK LEAVE

The City of Texarkana recognizes that inability to work because of illness or injury may cause economic hardships. For this reason, the City provides paid sick leave to regular full-time employees.

(A) Amount of Sick Leave:
Eligible employees accrue sick leave as follows:

Non-Civil Service:	4.615 hours per pay period (15 days annually)
Police Officers:	6.2 hours per pay period (20 days annually)
Firefighters:	18.5 hours per pay period (20 days annually)
Fire Personnel: (On 8 hour shifts)	6.2 hours per pay period (20 days annually)

(B) Accumulation:
(i) All regular full-time employees may accumulate a maximum of ninety (90) days of sick leave. For Firefighters working 24-hour shifts, ninety (90) days is defined as 2,160 hours. For all other full-time employees, ninety days is defined as 720 hours.

(ii) Upon March 4, 2019, sick leave accrual will cease for any employee with accrued unused sick leave currently in excess of the applicable ninety (90) day maximum set forth immediately above, until such time as said employee's unused accrued sick leave falls below said maximum, whereupon sick leave accrual will resume, but shall not, thereafter, exceed the applicable maximum set forth immediately above.

(C) Eligibility:
An employee may be eligible for sick leave days for the following reasons:

(1) Personal illness or physical incapacity.
(2) Quarantine of an employee by a physician or health officer.
(3) Illness in the immediate family which would require the employee to take care of the family member(s). Immediate family is defined as spouse, children, and parents. Any paid sick leave for this purpose in excess of twenty-four hours per calendar year, shall be at the discretion of the employee's department head.
(4) Medical, dental, or optical visits.

NOTE: Temporary, part-time, and seasonal employees do not earn sick leave.

(D) Notification:

Unless otherwise provided by departmental policy, an employee who is unable to report for work due to one of the previously listed sick leave reasons, shall report the reason for his absence to the employee's supervisor, or someone acting for the employee's supervisor, within 30 minutes from the time the employee is expected to report for work. Sick leave with pay may be denied unless such report has been made as aforementioned. Departments providing emergency services may establish additional notification requirements.

Falsification of information or failure to follow call in procedures will result in disciplinary action up to and including termination.

Failure to notify the City of an absence of three or more days, or to return to work upon expiration of sick leave, will be considered abandonment of the position.

(E) Abuse of Sick Leave:

Sick leave shall be used for the purpose for which it is intended, that being to provide employee protection against loss of pay due to illness or injury. Sick leave may not be converted into any other form of compensation such as vacation or worker's compensation. Sick leave shall not be considered a privilege an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee. Abuse of sick leave or excessive use of sick leave as monitored by the department head and/or City Manager may be cause of disciplinary action which may include dismissal.

(F) Documentation of Illness:

An employee shall, upon request of the supervisor or department head, furnish a statement from the attending physician to substantiate use of sick leave. An employee on sick leave may be required to obtain a second medical opinion from a physician of the City's choice at the City's expense.

(G) Charging Sick Leave:

Absences due to illness will be charged in the following sequence:

- Accrued sick leave
- Accrued annual leave
- Catastrophic Leave when applicable
- Medical leave without pay

If an official holiday occurs during a period of illness, the holiday leave will be charged rather than sick leave.

For an employee on a shift work assignment, time off may be charged against accumulated sick leave, only for such days that the employee is scheduled to work. Sick leave shall not be charged against any employee for any period of sickness, illness, or injury for any days which the employee is not scheduled to work. [ACA 14-52-107(b)(2)]

(H) Activity While on Sick Leave:

An employee who has reported off sick is expected to remain at home during the time the employee would otherwise be working, unless hospitalized, visiting a doctor, or obtaining medication or treatment as prescribed by a doctor. An employee shall not engage in any other employment during

the time the employee is allowed to use sick leave. An employee may be required to perform light duty rather than claim sick leave if authorized by a physician.

(I) Payment on Separation from Employment:
Regular full-time employees may receive a cash payment for a maximum of 480 hours accumulated sick leave, only upon retirement. Firefighters working 24 hour shifts may receive a cash payment for a maximum of 720 hours upon retirement. Except as otherwise provided by state law, sick leave over 60 days is not to be credited to service time for retirement purposes. Resigning employees will not receive a cash payment for accumulated sick leave.

In all matters concerning sick leave for fire and police employees, strict compliance with Arkansas statutes is required.

(J) Catastrophic Leave Bank:
The purpose of the Catastrophic Leave Bank as adopted by Ordinance L-287 is to allow eligible participating employees who have exhausted all available leave balances to receive additional leave benefits for extended absences upon submission of a properly documented application. For questions, please contact the Personnel Office or visit the City's website at www.txkusa.org/ar/departments/personnel.

Existing policies for other types of leave are not affected by this program.

4.03 MATERNITY LEAVE

Employees affected by pregnancy, child birth, or related medical conditions shall be treated the same for all employment-related purposes as employees disabled for non pregnancy-related reasons. Therefore, accrued sick leave and vacation leave will be granted for maternity use, after which, leave without pay must be used. Provisions of the federal Family and Medical Leave Act of 1993 will be observed in granting the leave. Additional information and applications are available in the Personnel office.

If the employee desires to return to her position of employment following maternity leave, she must submit the request in writing to the department head at least one month prior to the anticipated leave date. This information will be used for temporary replacement scheduling and processing status change records.

A pregnant employee will be allowed to work as long as her physician deems fit. However, written consent from the employee's physician may be requested after the seventh month of pregnancy. If the employee does not report for work at the expiration of the leave, she will be considered separated from employment. If complications occur, an extended leave of absence must be approved by the department head.

Employees who return to unrestricted work duties on a timely basis will be reinstated to the last position and pay rate held prior to the leave. In the event the last position is not available due to unavoidable job changes, the employee will be reinstated to a comparable position.

4.04 COURT DUTY LEAVE

This section does not apply to employees who are witnesses in court actions in which they have a personal interest.

Employees will be granted leave with pay for jury duty, or if summoned as a witness in a court action as long as they are not personally involved and their presence is not required as a result of

outside employment. Employees are also permitted to retain the allowance from the court for such service. The time off will not be counted against annual leave.

To qualify for jury or witness duty leave, employees must submit a copy of the summons or other relevant court-related paperwork to the department head as soon as possible after receiving it. In addition, proof of service must be submitted to the employee's supervisor when the period of jury or witness duty is completed. Employees working night shifts, and who are serving during the day, shall take jury/witness leave on the night shift of the day on which they serve.

Certain employees will be required to appear in court as witnesses in the course of their job duties. Non-exempt employees will be compensated through overtime payment or adjusted work schedules.

4.05 LEAVE WITHOUT PAY

Regular full-time employees may request a leave without pay for reasons of health, completion of an educational degree, or some activity which will directly benefit the City. Also, any employee who becomes a candidate for a city, county, district, state, or national office may be granted a leave of absence without pay during the time he actively campaigns. The request must be made in writing to the City Manager and after approval is made, it should be forwarded to the Personnel Office to assure the proper status changes are completed.

Leave without pay shall not be granted for an employee to try out a new, non-City position of employment.

During this leave, the employee will not accumulate sick or annual leave or be paid for holidays. The employee will be responsible for all premiums for any group insurance program.

Failure on the part of the employee to return to work promptly at the expiration of the leave of absence shall be considered as voluntary resignation.

A leave of absence without pay will not be granted when such leave will hamper the efficient operations of the City.

4.06 EDUCATIONAL LEAVE

The City recognizes there are times when required courses are not offered during night school or, as in the case of Public Safety personnel, course time may conflict with work schedules. Every effort should be made to schedule class time during non-working hours, but for those rare times when this is not possible, the City has established Educational Leave.

Educational Leave may be granted by the City Manager upon recommendation by the department head for a period not to exceed three (3) hours per week.

This period of absence shall be made up as scheduled by the appropriate department head.

The course the employee takes must be from an accredited educational institution. Courses must be directly related to the employee's duties and better equip him or her to perform them or be a part of an approved degree plan related to the job.

The Department Head may request the employee to provide verification of class attendance.

4.07 FUNERAL LEAVE

Funeral leave may be granted for up to forty (40) paid hours for employees working standard eight hour shifts, fifty-five (55) hours for employees working eleven hour shifts, and seventy-two (72) hours for employees working twenty-four hours shifts per each loss of an immediate family member, per year, to all regular full-time employees, to attend the funeral of the employee's immediate family member. Immediate family shall be defined as husband, wife, father, mother, child, brother, sister, grandparents, grandchildren, and the comparable in-law relationships.

4.08 MILITARY LEAVE

(a) Military Leave shall be governed by applicable State and Federal Law, including the Uniformed Services Employment and Reemployment Rights Act (USERRA).

(b) Members of the Reserve and National Guard shall be granted leave for purposes of active duty training in accordance with Federal Law. Individuals must present a copy of the orders to the Finance Director or designee. The leave shall not adversely affect vacation or sick leave benefits. The City will pay the employee's regular City salary for a period of 15 days, plus necessary travel time for annual training requirements or other duties, performed in an official duty status in any one calendar year. To the extent this leave is not used in a calendar year, it will accumulate for use in the succeeding calendar year, until it totals 15 days at the beginning of the calendar year.

4.09 MISCELLANEOUS LEAVE

The attendance of employees to seminars and training programs is considered part of continual professional development. Attendance to such meetings is to be approved prior to registration by the department head and/or City Manager. In the event exempt employees are required to attend meetings at a location requiring an overnight stay with travel time in excess of the employee's normal work day, overtime will not be paid. However, the City will pay all reasonable out-of-pocket expenses for lodging, travel costs, meals, etc., pursuant to its regular travel policy.

Non-exempt employees attending one-day training sessions related to their job shall receive compensation for time spent traveling to and from other cities. Time spent traveling to and from other cities on overnight assignment is counted as work time, only to the extent it coincides with the employee's regular work day.

4.10 HOLIDAYS

The following are official holidays for City employees:

New Year's Eve	December 31st
New Year's Day	January 1st
Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Good Friday	Friday prior to Easter Sunday
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24th

Christmas	December 25th

Holidays falling on Saturday will be observed on the preceding Friday; holidays falling on Sunday are observed on the following Monday. When an employee reports in sick on the day before or the day after a holiday, a signed sick slip may be required before payment for the holiday is made.

In circumstances where a conflict exists between employee requests, departmental divisional seniority shall apply. Vacation shall not be approved when it interferes with normal operations of the City or will reduce staffing below levels acceptable to the department head or the City Manager.

Holiday pay is given to all regular, full-time employees, provided they worked on the last scheduled work day prior to, and next scheduled work day after the holiday, or had prior approval from the department head to take annual leave. Employees on annual or sick leave during a holiday period will receive holiday pay for authorized holidays. Employees on leave without pay status do not receive pay for holidays. Employees called in to work in emergency situations on a holiday will receive double-pay for the hours worked.

For departments which operate 24 hours a day, seven days a week, the department head will adjust the holiday leave schedule for non-Civil Service employees, according to the departmental work schedule.

The appropriation made by the City Board of Directors for salaries, will include additional pay for holidays for all eligible employees of the City including, but not limited to, Civil Service employees, as provided by the laws of the State of Arkansas.

Police:
All law enforcement officers, regardless of their titles, employed by cities of the first class, shall be compensated for all legal holidays established by the governing body of the municipality.
This compensation shall be based on the law enforcement officer's daily rate of pay and in addition to the regular pay schedule. This compensation may be included within the officer's base pay. This compensation shall be prorated and paid during the regular payroll periods, or paid in one lump sum annually, on a date in December designated by the municipality. (ACA 14-52-105)

Fire:
All firefighters employed by cities of the first class shall be compensated for all legal holidays established by the governing body of the municipality. This compensation shall be based on the firefighters' daily rate of pay and in addition to the regular pay schedule. This compensation may be included within the firefighters' base pay. This compensation shall be prorated and paid during the regular payroll periods, or paid in one lump sum annually, on a date in December designated by the municipality. (ACA 14-53-106)

All matters in question on leave will be at the City Manager's discretion and in accordance with State and Federal laws.

4.11 EMPLOYEE HEALTH BENEFITS

The City of Texarkana provides a group health plan for all its regular full-time employees. Detailed information on the policy and coverage is provided to the employee at the time of employment and as coverage changes. Additional information may be obtained from the Personnel Office.

Policy benefits and employee contributions shall be as established by the City Board of Directors and are subject to change by the Board of Directors. An employee must pay the premium if on

leave without pay as provided by federal law, unless on leave governed by the Family and Medical Leave Act of 1993. In the event an employee separates from the City, the Federal rules concerning extended health coverage under Cobra shall apply.

4.12 OCCUPATIONAL INJURIES

All employees of the City are covered under the Arkansas State Workers' Compensation Law. Rules and regulations concerning Workers' Compensation are posted on City bulletin boards. Any employee incurring an "on-the-job" injury shall immediately notify his supervisor, who will arrange for appropriate medical treatment and prepare the necessary reports required for the employee to be compensated.

The supervisor will provide the report to the Personnel Office within 24 hours of the incident. The employee will, if possible, go to the Personnel Office and provide the data to complete the Employee's Report of Injury, and will provide any other applicable information. The employee must submit documentation of any expenses he pays himself to the Personnel Office for reimbursement, if allowed, by Workers' Compensation insurance.

Workers Compensation does not pay for the first eight days following an occupational injury. The City will allow an employee to claim sick leave for salary lost due to an occupational injury for that period.

In the event the disability extends beyond the eight day period, Workers' Compensation will pay the employee in accordance with State law. The City will allow the employee to claim sick leave to pay the employee the difference between the employee's Workers' Compensation pay and the employee's salary, for a period up to, but not exceeding six months. If, at the end of six months, the employee is unable to return to work because of reasons related to the initial injury, only Worker's Compensation insurance will be paid.

The City reserves the right to have the employee examined at any time by a physician of its choice.

The City reserves the right to assign an employee to duties at the same rate of pay, other than those being performed at the time the injury occurred, providing a physician gives approval to duties that will not hinder recovery from the injury.

4.13 RETIREMENT PLANS

The City contributes to retirement and pension plans for its regular full-time employees. Upon employment, employees will receive information regarding the plan for which they are eligible.

Non-Civil Service:

Texarkana Arkansas Public Employees Retirement System (TAPERS):

The City administers a defined benefit plan for non-Civil Service regular hourly full-time employees. Employees hired before July 1, 2002, who are not covered under any other plan, are eligible for participation in this plan. The City contributes ten percent of the employees' salary to the plan; the participating employees must contribute two percent of compensation to this plan. Employees with 10 years service are fully vested. This is a closed-end plan, and no new participants will be enrolled in this plan effective July 1, 2012.

ICMA-RC Deferred Compensation Plans:

An employee transitioned from the TAPERS retirement system on July 1, 2012 will be enrolled in a 401(a) plan administered by the International City Management Association Retirement Corporation. If an employee has an accrued benefit in TAPERS, the benefit will be frozen and will

not accrue any additional amount as of July 1, 2012. The benefit will earn vesting credit with increased service with the City. The City will contribute ten percent of the employee's salary to the 401(a) plan. The participating employee must contribute two percent of compensation to this plan. All non-civil service employees hired on or after July 1, 2012 will also be enrolled in this 401(a) plan.

Non-Civil Service regular full-time exempt employees may choose to participate in a separate 401(a) plan administered by the International City Management Association Retirement Corporation as their retirement plan. The City will contribute ten percent of the employee's salary. The participating employee must contribute two percent of compensation to the plan.

All employees are eligible to participate in an ICMA-RC 457 and IRA Plan as a supplemental retirement plan. The Personnel Office should be contacted for additional information about arranging payroll deductions for this program.

Civil Service:

Policemen's Pension and Relief Fund:

Police officers hired prior to January 1, 1983, are enrolled in the Policemen's Pension and Relief Fund, which is administered by a local board of trustees. The City contributes six percent of an officer's salary to the fund which is governed by the laws of the State of Arkansas (ACA 24-11-401--433).

Firemen's Relief and Pension Fund:

Firefighters hired prior to January 1, 1983, are enrolled in the Firemen's Relief and Pension Fund, which is administered by a local board of trustees. The City contributes six percent of the firefighters' salary to this fund which is governed by the laws of the State of Arkansas (ACA 24-11-801--828).

Local Police and Fire Retirement System:

Police officers and firefighters hired on or after January 1, 1983, are enrolled in the Local Police and Fire Retirement system, which is administered by the State of Arkansas. The City's contribution to this plan is set each year by the State agency which administers the plan (ACA 24-10-101--616).

For additional information about any of these retirement plans, employees may contact the Personnel Office or their department head.

Employees who plan to retire are urged to provide the department head and Personnel Office with a minimum of two months notice. This will allow time for completing the retirement procedures and ensure that retirement benefits may commence in a timely manner.

4.14 TUITION AID

After permanent employment (6 months Non-Civil or 1 Year Civil (if approved)), regular full-time employees interested in continuing their education in a job related field are eligible for financial assistance, pursuant to availability of City funding. Assistance is provided for payment of tuition only and is paid directly to the school.

Enrollment must be in an accredited college, university, or trade/vocational school in courses directly related to the employee's City position, or part of a degree plan in a field related to his or her department. The City will pay a maximum of six hours per semester. To continue receiving financial assistance, the employee must receive a grade of "B" or better for graduate courses, a "C" or better for undergraduate courses, or if applicable, a grade of "passing". The employee must

submit a copy of the grades to the Personnel Office within five working days of receiving them.

Failure to provide this information will be construed as non-completion with an acceptable grade, and the employee will be required to reimburse the City.

If an employee receives an “Incomplete”, the course must be completed within a year, or the City must be reimbursed for the course and the employee will not be eligible for tuition aid in advance, for a period of one year.

If an employee drops a course, the Personnel Office must be notified or the employee will be held responsible for the cost of the dropped course. If a course is dropped too late for the tuition to be refunded, the employee will be responsible for the cost of the course not refunded to the City.

An employee who separates from employment for any reason, other than reduction in force within one year of the first class, will be liable for repayment of the City’s expense for tuition aid. The amount will be deducted from the employee’s final check.

Enrollment Procedures

- The employee should discuss educational plans with the department head.
- Obtain tuition aid request forms from the Personnel Office, complete them (including required signatures) and return forms to Personnel.
- The Personnel Office will issue the employee an authorization to the school to bill the City for tuition.
- The employee shall file a copy of his or her degree plan with the Personnel Office.
- Requests for tuition aid must be approved by the department head and the Personnel Director.

No tuition aid will be reimbursed to the employee without prior approval from the City Manager or his designee. Tuition assistance will not be paid concurrently with any other educational assistance programs, i.e., grants, scholarships, V.A. benefits, etc.

4.15 EDUCATION INCENTIVE PAY

Civil Service employees in the Police and Fire Departments are eligible for the Education Incentive Pay Program.

Police:

Educational incentive pay of $1.00 per credit hour for each hour necessary to obtain a degree, not to exceed a total of 128 hours, may be awarded to any police officer on the recommendation of the Chief of Police for a college degree in Law Enforcement or related field acceptable to the Chief of Police. Where the degree is not related to Law Enforcement, the Chief of Police may conditionally award the college incentive pay for a period of not exceeding 36 months, during which time the officer shall earn a minimum of 12 credit hours of Law Enforcement courses, with 6 credit hours within the first 18 months. Failure of the officer to meet that schedule shall reduce the incentive pay to the pay equivalent to the number of hours credited toward a Bachelor’s Degree in Law Enforcement. Should the officer subsequently complete the 12 hours of Law Enforcement classes, the college incentive pay equivalent to a degree shall be reinstated.

Fire:

Educational incentive pay of $1.00 per credit hour for each hour necessary to obtain a degree, not exceeding a total of 128 hours, may be awarded to any firefighter on the recommendation of the Fire Chief, for a college degree in Fire Administration or Fire Technology, or related field acceptable to the Fire Chief. Where the degree is not related to Fire Administration, the Fire Chief may

conditionally award the college incentive pay for a period of not exceeding 36 months, during which time the firefighter shall earn a minimum of 12 credit hours of Fire Administration courses, with 6 credit hours within the first 18 months. Failure of the firefighter to meet that schedule shall reduce the incentive pay to the pay equivalent to the number of hours credited toward a Bachelor's Degree in Fire Administration. Should the fire fighter subsequently complete the 12 hours of Fire Administration classes, the college incentive pay equivalent to a degree, shall be reinstated.

Program Requirements:
Participants must have been employed by the City for one year, and must have received 30 credit hours toward the approved degree. No pay will be given for any hours in which a grade less than "C" is received. The City reserves the right to review each participant's class attendance in any manner it sees fit. If it is determined that the participant is not attending class adequately, pay for credits will be docked accordingly.

The City reserves the right to cancel the Education Incentive Pay Program, if and when the financial condition of the City becomes such, that the Board of Directors determines that the City cannot afford to continue the program.

4.16 CERTIFICATE/LICENSE INCENTIVE PAY PROGRAM

Purpose
The Certificate/License Incentive Pay Program has been designed to meet three major objectives. First, to promote and maintain a highly qualified, trained, and professional workforce by providing incentives for employees to participate in job related continuing education and certification/licensing programs. Second, the City hopes to enhance and improve the level of service provided to its citizens through the provision of a highly qualified and professional workforce. Finally, it is the intention of this policy to reduce and mitigate general and individual employee liability exposures by ensuring that City employees are well trained and knowledgeable of the job they perform.

Guidelines
Full-time employees may receive $20 additional compensation per month for obtaining each qualifying certificate or license identified in this policy. In order to qualify for incentive pay, employees must have completed their proscribed introductory period and obtained certificates or licenses from appropriate State certification or licensing entities, and/or recognized professional associations performing similar certification or licensing function in the applicable profession. Furthermore, all certificates or licenses must be directly related to the employee's present position, profession, and/or occupation. The cost for such education and training will be paid pursuant to availability of City funding.

Position	Certificate/License	Incentive Pay

All Departments
All personnel will be compensated $20 a month for the completion of an Associate's degree, $20 a month for the completion of a Bachelor's degree and $20 for a Master's degree in a work related field and all degrees in Public Administration.

Animal Shelter:

Euthanasia Certificate	20/month
Basic Animal Control Officer Certificate	20/month
Advanced Animal Control Officer Certificate	20/month
Animal Cruelty Investigation Certificate	20/month

Fire Department:

The fire department's program will be based on a five step progression in a combination of training, education, and experience in the fire department. The necessary steps to obtaining the following certificates will be spelled out in department policy:

Basic Certificate	20/month
General Certificate	20/month
Intermediate Certificate	20/month
Advanced Certificate	20/month
Senior Certificate	20/month
Instructor Certificate	20/month

Police Department:

The police department and fire department plans will be similar in that they will both offer a five step certification program, which will be based on a combination of training, education, and experience, being the basis for certification. The training and education curriculums will come from certified police programs.

Basic Certification	20/month
General Certificate	20/month
Intermediate Certificate	20/month
Advanced Certificate	20/month
Senior Certificate	20/month
Instructor Certificate	20/month

Public Works:

All of the certifications must be by a state agency, SBCCI, or other recognized certifying agency and certification must be in an area directly related to the employee's job duties.

Code Enforcement:

May receive incentive pay for up to three (3) certifications or licenses in the following areas, provided at least one (1) is a building inspector's certification:

Building, Commercial Electrical, Plumbing, HVAC (mechanical),
Zoning and Property Standard Housing Rehabilitation, or 1 & 2
Family Dwelling Inspector; Electrical, Plumbing, HVAC Master License;
Storm Water Management Certificate. 20/month

May receive incentive pay for up to three (3) certifications in the following areas provided at least one (1) is in a building area:

Building, Electrical, Plumbing or HVAC Plan Examiner; Storm Water
Management. 20/month

May receive incentive pay for three (3) certifications in the following areas, provided at least one (1) is in a building area:

Building, Electrical, Plumbing or HVAC Code Analyst; Storm Water
Management. 20/month

May receive incentive pay for one (1) certification in the following areas:

Code Enforcement & Administration Professional or CABO
Certified Building Official (CBO) 20/month

Planning:

Associate's Degree in Engineering Technology or Architecture, or AICP
Certified Planner. 20/month

Street Department:

40 hours of Arkansas T2 classes in Street Maintenance and Repair	20/month
40 hours of Arkansas T2 classes in Management, Public Relations and Interpersonal Relations	20/month

Parks:

Pool, Ball Field, Grounds, and Landscaping Maintenance Certificate	20/month
40 hours of Arkansas T2 classes in Management, Public Relations, and Interpersonal Relations	20/month

Housing:

Housing Construction and Rehab Management Certificate	20/month
ADFA Certified Home Program Administrator Certificate	20/month

Mechanics:

The City of Texarkana, Arkansas, employs mechanics in various departments and thus, has the following incentive program for mechanics:

Certification from a recognized program in Automatic Service Excellence	20/month
Certification by the National Association of Emergency Vehicle Technicians	20/month

Finance Department:

Associate's Degree in Accounting, Computer Science, Finance, or Economics	20/month
Bachelor's Degree in Accounting, Computer Science, Finance, or Economics	20/month
Master's Degree in Accounting or Computer Science, Finance, or Economics	20/month
CPA License	20/month

Municipal Court:

Certification through Arkansas Association of Municipal Court Clerks	20/month
Certified Probation or Police Officer/Bailiff	20/month

Secretarial Staff:

Certification from Professional Secretaries International Organization	20/month
Associate's Degree in Business or related field	20/month

Personnel:

Associate's Degree in Personnel, Business, or Management	20/month
Bachelor's Degree in Personnel, Business, or Management	20/month
Master's Degree in Personnel, Business, or Management	20/month

Probation:

Probation Officer certification	20/month
Court Security Officer	20/month

City Clerk's Office:

Certification through International Institute of Municipal Clerks or Certified Municipal Clerk	20/month

4.17 POLICY INCORPORATING THE FAMILY AND MEDICAL LEAVE ACT REQUIREMENTS

General

An employee may request a leave of absence covered by FMLA. Reasons for leave under the FMLA include:

- the birth of a child
- placement of a child for adoption or foster care
- caring for immediate family members with a serious health condition
- a serious health condition that makes the employee unable to perform the essential functions of his or her job
- responding to a qualified family demand created by a service member being called to active duty, and caring for service members who have become sick or injured in the line of duty.

To ensure compliance with the Family and Medical Leave Act requirements, an employee requesting a leave of absence for one of the above stated purposes will be placed on FMLA leave.

Eligibility
To be eligible for all of the benefits and conditions described herein, an employee must have been employed for 12 months and worked at least 1250 hours in that year.

An employee who has been employed for less than 12 months and worked less than 1250 hours in that year, can request a leave, but if the leave is granted (a) must prepay insurance premiums, (b) is not guaranteed an equivalent position upon return, and (c) is not eligible for an intermittent leave or reduced leave schedule.

Duration and Schedule of Leave
An employee is limited to 12 weeks of family and medical leave in an employment year. A leave for birth, adoption, or placement of a child, must be completed by 12 months after the birth or placement.

Up to 12 weeks of leave for certain qualifying exigencies arising out of a covered military member's active duty status, or notification of an impending call or order to active duty status, in support of a contingency operation, and up to 26 weeks of leave in a single 12-month period to care for a covered service member recovering from a serious injury or illness incurred in the line of duty on active duty. Eligible employees are entitled to a combined total of up to 26 weeks of all types of FMLA leave during the single 12-month period.

An eligible employee may request an intermittent leave or a reduced leave schedule because of the employee's serious health condition, or to care for the employee's spouse, child, or parent with a serious health condition when the need is certified by a physician or practitioner. Intermittent leave is leave taken in separate blocks of time due to a single illness or injury. Reduced leave is a schedule that reduces an employee's usual number of working hours per day or week.

Compensation

The City does not provide compensation during a leave of absence. The employee's accrued sick and/or vacation leave will be charged during Family and Medical Leave. Workers Compensation leave shall run concurrently with Family and Medical Leave; however, an employee is not required to substitute sick or vacation leave during an absence covered by payments from state workers' compensation funds.

Insurance
An employee who is receiving workers' compensation benefits, and also taking family leave, cannot be forced to return from family leave to take a "light-duty" assignment. However, a refusal to take a light-duty assignment could mean suspension of workers' compensation benefits under applicable state law. If a light-duty assignment is accepted, the employee's right to return to the original or an equivalent job continues until 12 weeks have passed. This 12 weeks period includes the employee's FMLA leave and the time spent doing light-duty work.

If the employee does not return to work at the conclusion of the leave for a reason other than (a) the continuation, recurrence, or onset of a serious health condition of the employee or immediate family member or (b) circumstances beyond the employee's control, the employee must repay the City-paid insurance premiums, or a pro rata share for an intermittent or reduced leave, within 90 days of the conclusion of the leave. Covered employees not returning to work will be offered health insurance through COBRA.

Dependent insurance premiums must be prepaid by the employee on leave on the first of each month, or insurance for the dependent(s) will be terminated.

Benefits
During a FMLA leave not covered by sick or annual leave, the employee shall retain seniority but will not earn any leave. Health insurance premiums will be maintained on the same basis as if the employee were working. In the event an employee does not return to work after the completion of FMLA, the employee will be responsible for the repayment of insurance premiums in accordance with FMLA guidelines.

Documentation
Except in emergencies, the employee must submit a completed Application for Family or Medical Leave at least 30 days in advance of the leave and a Certification of Physician or Practitioner to the Personnel Director. Additionally, for the adoption or foster placement of a child, the employee must submit a statement from the agency specifying the date of the birth or placement. Similar statements may be required at any time during the leave and prior to the employee returning to work.

The City may require second and third medical opinions at the City's expense.

Employment
When an eligible employee returns from a leave, the employee will be placed in the same or equivalent position with equivalent benefits.

When an eligible employee takes an intermittent or reduced leave, the employee may be transferred temporarily to an alternate position with equivalent pay and benefits.

(An employee who has been employed less than a year, and worked less than 1250 hours in that year is not guaranteed the same or equivalent position, pay, or benefits.)

The failure of an employee to return to work at the conclusion of the leave may subject the employee to termination of employment.

Questions
This policy is intended to comply with the Family and Medical Leave Act of 1993 (FMLA revisions effective January 16, 2009). In the event of discrepancies, the Act will control.

Additional information regarding this policy, or the definitions used herein, may be obtained from notices posted on the bulletin boards and from the Family and Medical Leave Act available in the Personnel Department.

CHAPTER V: MATTERS AFFECTING THE STATUS OF EMPLOYEES

5.01 ATTENDANCE

Employees shall be in attendance at their work stations in accordance with the rules and regulations established for each department. All departments shall keep daily attendance records of all employees, which shall be reported to the payroll office on the form and on the date specified by the City Manager.

(A) Except for non-exempt employees, any employee who is late for work may not be paid for the time absent from work, at the discretion of the department head or designated representative.

(B) Persistent violators shall be subject to further disciplinary action to include dismissal.

5.02 WORK HOURS

Except for firefighters, Police Officers and exempt employees, normal work hours for all employees shall be 40 hours per week. Work hours for police and fire employees shall be in accordance with state statutes and departmental regulations.

The City reserves the right to adjust and change hours of work, days of work, and schedules, in order to fulfill its responsibility to the citizens of Texarkana. In the event of an emergency, previously scheduled hours of work, days of work, and work arrangements may be altered at the discretion of the department head. Changes in work schedules will be announced as far in advance as practicable.

5.03 OVERTIME PAY

Overtime will be paid in compliance with the Federal Fair Labor Standards Act.

Eligible (non-exempt) employees will be paid overtime for hours worked in excess of 40 hours per week (except for Fire and Police Department). Eligible Fire Department personnel, working 24 hour shifts, shall be paid overtime for hours worked in excess of 212 hours per 28 day work period. Overtime compensation will be one and one-half times the regular hourly rate of pay. No leave or holiday pay will be credited toward hours worked in the computation for overtime unless it is billable overtime that will be reimbursed by an outside agency. Overtime of less than 15 minutes will not be compensated.

The Police Department may elect to adopt shift and corresponding compensation and overtime accrual models for some or all of its personnel in accordance with the Federal Fair Labor Standards Act (including, without limitation, 29 U.S.C. 207(k)).

Fire Department:
For overtime purposes, the hourly rate of pay for Fire Department employees on 24 hour shifts shall be determined by dividing total base pay by the number of hours paid for during the 28 day work period. The number of hours paid for will normally be either 216 (9 shifts) or 240 (10 shifts).

Except in case of an emergency, advance approval of all overtime shall be made by the department head.

5.04 OVERTIME COMPENSATION ELIGIBILITY

The determination of employees eligible for overtime compensation will be based on the federal Fair Labor Standards Act (FLSA) provisions for executive, administrative, and professional employee exemptions. Exempt positions include, at the City Manager's discretion, but are not limited to:

City Manager	Police Captain
Finance Director	City Planner
Police Chief	Building Maintenance Superintendent
Public Works Director	Bi-State Information Center Director
City Clerk	Public Works Superintendent
RSVP Director	Fire Chief
Personnel Director	Payroll Administrator
Controller	Building Official
Parks Superintendent	Housing and Youthbuild Administrator

5.05 COMPENSATORY TIME

Effective January 1, 2010, the City will not allow accrual of compensatory time. Overtime will be paid out as it is earned in strict accordance with Local, State and Federal laws. Employees that have prior compensatory leave accrued can use that leave as they see fit, with their Department Head's approval. All City employees that have accrued compensatory time are encouraged to request to be paid out for that accrued leave.

5.06 VACANCIES AND PROMOTIONS

It is the intent of the City of Texarkana, to hire and promote the most qualified applicant for all vacant positions. To give the employees of the City of Texarkana the opportunity to apply for job vacancies, announcements of job openings, with the job description, will be posted on employee bulletin boards for a minimum of five working days.

The final decision regarding promotions shall be made by the city manager with the department head's recommendation.

5.07 TRAINING

The City of Texarkana is committed to continuing and on-going training for all employees. However, in addition to formal training provided by the City for various positions, each employee is responsible for determining whether there has been sufficient training for proper job performance. In the event the employee feels additional training is needed, the supervisor or department head should be notified. Expenses incurred in on-the-job training will be assumed by the City.

5.08 JOB SAFETY

It is the responsibility of all department heads to formulate and ensure compliance with all job safety guidelines. Copies of all pertinent safety guidelines shall be posted in each department. Each employee has a responsibility to be aware of all safety responsibilities in all assigned duties and in the operation of all equipment. Safety is largely a practice of good judgment and the practice of good work habits. Any employee who is uncertain of a safety procedure is to ask the supervisor or department head for direction.

The following safety rules should always be observed:

- Follow all departmental safety rules.
- Use all mechanical safeguards on or for equipment.
- Immediately cease using and report any faulty or potentially faulty equipment.
- Immediately report any unsafe or potentially unsafe working condition.

- Immediately report any accident to the supervisor or department head.

The Safety Manual adopted by the Board of Directors is to be complied with by all employees as directed by the Safety Officer.

5.09 REFUSAL TO WORK

The City of Texarkana is committed to public service. Any employee work stoppage, slowdown, strike, or other intentional interruption of the operations of the City shall cause the employee to forfeit his or her employment and result in the termination of the employee from the City of Texarkana.

5.10 RESIGNATION/TERMINATION

Employees desiring to terminate their employment relationship with the City of Texarkana are urged to notify the City at least two weeks in advance of their intended termination. Such notice should be given in writing to the employee's department head or supervisor. The department head is to forward the resignation letter to the Personnel Office as soon as it is received. Proper notice generally allows the City sufficient time to calculate all final accrued moneys due the employee for the final paycheck. All final checks will be distributed from the Personnel Office. To receive a final check, the employee must have completed the following steps:

- Have a letter of resignation on file in the Personnel Office.
- Return all City-owned property to the appropriate department head.
- Complete an exit interview in the Personnel Office.

The employee's final check will include moneys due the employee for accumulated leave, insurance reimbursements, etc. Any reimbursement due the City for tuition aid, insurance payments, etc., will be deducted from the employee's final check. Unless requested in writing by the employee, all final pay will be issued on the next regular pay day.

An employee resigning to relocate to another area who has complied with the above termination procedures may submit a written request that the Personnel Office forward the final check by mail.

Special Note: Any request for references on former City employees shall be referred to the Personnel Office for response.

5.11 REEMPLOYMENT

Seniority may be reinstated subject to the following guidelines:

- The employee must have three years service with the City at time of resignation.
- The resignation must be the first from City employment.
- A vacant position must be available at the same or lower level, as the position from which the employee resigned.
- The reinstatement must occur within six months of the resignation.

Employees who have resigned in good standing may be reemployed and reinstated to the same or lower position in the same department at the discretion of the City Manager with the recommendation of the department head.

5.12 PROBATIONARY PERIODS

Civil Service:

Arkansas state law provides for a period of probation, not to exceed 12 months for potential fire department appointees and at least one (1) year but no longer than two (2) years for potential law enforcement appointees before any appointment is complete and six months before any promotion is complete. (ACA 14-51-301)(7)(A).

Non-Civil Service:

Non-civil service employees have a standard six month probationary period.

5.13 AT-WILL EMPLOYMENT

As mentioned elsewhere in this handbook, all employee relationships with the City of Texarkana are on an at-will basis. Thus, although the City of Texarkana hopes that the relationship with an employee is long term and mutually rewarded, the City reserves the right to terminate the employment relationship of any employee at any time, with or without cause.

CHAPTER VI: STANDARDS OF CONDUCT

6.01 CONDUCT TOWARD THE PUBLIC

Employees of the City of Texarkana shall at all times be civil, orderly, and courteous in their conduct and demeanor. In each contact with the public, an employee must be aware that personal appearance, actions, and statements are, in essence, those of the City.

In dealing with the public, each employee must make every effort to inspire respect for the City and to generate the cooperation and approval of the public.

Not everyone an employee may meet in the course of his or her duties will be courteous. However, an employee should treat the public with courtesy, patience, respect, and understanding. This attitude or approach to public service cannot be overemphasized.

When an employee is not certain of the correct response to an inquiry from the public, the inquiry should be referred to the individual or the department which can provide the most satisfactory response to the inquiry. It is better to admit lack of knowledge than to provide erroneous information. The following represent management's and employee commitment to our citizens and customer:

- All City employees must work together as a team to insure that residents and visitors are pleased with our public contacts and services provided.
- All employees shall take part in any training required for their positions and particularly, training provided for the best possible service to the citizens. Each employee should think of himself as an ambassador of the City, both in and outside of the workplace.
- An employee receiving a complaint or a request for service should handle that complaint or request until it's resolved or satisfied. At no time should a City employee be rude or unresponsive to any citizen or to another employee.
- Remember that you are always in the public eye. Consider every action, rest period, or public contact as if it were appearing on the front page of the newspaper.
- When dealing with the public, whether on duty or off, try to keep a positive attitude. We only hurt ourselves when we run down certain aspects of our City.
- Try to escort citizens who ask you about getting to a particular location or destination. Don't just point them in a general direction.
- Try to be generally knowledgeable about the functions of City departments, particularly about those areas which you are frequently asked.
- Use proper telephone etiquette. Try to answer every phone call within three rings. In the event that you are away from your phone and receive voicemail, answer all messages within 24 hours of when the call was made (or the following business day).
- Take pride in and care of your personal professional appearance as well as the appearance of your workplace. Ensure that you know your role in all situations. Promoting the City of Texarkana, Arkansas and serving its citizens is the responsibility of every employee.

6.02 CONDUCT TOWARD FELLOW EMPLOYEES

Just as employees are expected to be courteous in their contact with the public, they are also expected to treat co-workers with the same respect and courtesy.

6.03 CHAIN OF COMMAND

Each department shall establish a departmental chain of command and regulations. Employees are to discuss employment problems or issues with their immediate supervisor. If the supervisor cannot resolve the matter, the supervisor is to go with the employee to the next higher staff person. If necessary, the matter will continue through the chain of command to the City Manager, where, for personnel matters, the process ends. The City Board of Directors is a legislative body which sets policy and functions as authorized by Arkansas state law. However, it does not involve itself with individual personnel matters and day to day operations of the City.

The chain of command also operates in reverse, and higher level staff members should not by-pass the proper chain of command procedures except in an emergency.

6.04 UNIFORMS AND PERSONAL APPEARANCE

Uniforms will be provided to personnel of certain departments, as authorized by the Board of Directors. Personnel who are provided uniforms shall wear uniforms at all times while on duty. Uniforms shall be kept as neat and presentable as working conditions permit.

Employees not required to wear uniforms should dress in appropriate, professional departmental attire.

Even in a business casual work environment, clothing should be pressed and never wrinkled. Torn, dirty, or frayed clothing is unacceptable. All seams must be finished. Any clothing that has words, terms, or pictures that may be offensive to other employees is unacceptable. Clothing that has the company logo is encouraged.

All City employees are required to wear City issued identification cards.

Certain days can be declared dress down days, generally Fridays. On these days, jeans and other more casual clothing, although never clothing potentially offensive to others, are allowed.

If an employee is not sure what appropriate attire is, his/her supervisor or department head should be consulted.

6.05 UNLAWFUL HARASSMENT

The City Board and City Manager expressly prohibit any form of unlawful employee harassment based on race, color, religion, sex, national origin, age, handicap, or status as a veteran. Improper interference with the ability of the City's employees to perform their expected job duties is not tolerated.

Harassment is any annoying, persistent act or actions that single out an employee, to that employee's objections or detriment, because of race, sex, religion, national origin, age, or disability. Harassment may include any of the following:

- Verbal abuse or ridicule
- Interference with an employee's work
- Displaying or distributing sexually offensive, racist, or other derogatory materials
- Discriminating against any employee in work assignments or job-related training because of one of the above-referenced bases
- Intimate physical contact
- Making offensive, sexual, racial, or other derogatory innuendoes, comments, or jokes

- Demanding favors (sexual or otherwise), explicitly or implicitly, as a condition of employment, promotion, transfer, or any other term or condition of employment.

It is every employee's responsibility to ensure that his or her conduct does not include or imply harassment in any form. If, however, harassment or suspected harassment has been or is taking place, the following will apply:

Complaint Procedure:

If an employee experiences any job-related harassment based on sex, race, or another factor, or believes there has been unlawful, discriminatory treatment, the incident is to be promptly reported to the department head or the Personnel Office. The complaint will be kept confidential to the maximum extent possible.

Each complaint will be fully investigated and determination of the facts with an appropriate response will be made on a case-by-case basis.

If it is determined that an employee is guilty of harassing another employee, appropriate disciplinary action will be taken against the offending employee.

The City of Texarkana will not tolerate harassment or any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation. However, if after investigating any complaint of harassment or unlawful discrimination, the City determines that the complaint is not bona fide or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or whomever provided the false information.

6.06 GUIDELINES FOR APPROPRIATE CONDUCT

An employee of the City of Texarkana is expected to accept certain responsibilities, adhere to acceptable principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This requires respect for the rights and feelings of others and that an employee refrains from behavior that might be harmful to the employee, any co-workers, the citizens, and/or the City.

While an employee is on duty, his or her conduct reflects on the City. An employee is encouraged to observe the highest standards of professionalism at all times.

Types of behavior and conduct that the City considers inappropriate while on duty include, but are not limited to, the following:

1) Falsifying employment or other City records
2) Violating any City non-discrimination and/or harassment policy
3) Soliciting or accepting gratuities from citizens
4) Excessive absenteeism or tardiness
5) Unnecessary or unauthorized use of City property
6) Reporting to work intoxicated or under the influence of non-prescribed drugs, and/or illegal manufacture, possession, use, sale, distribution, or transportation of drugs.
7) Using alcoholic beverages
8) Fighting or using obscene, abusive, or threatening language or gestures
9) Theft of property from co-workers, citizens, or the City
10) Disregarding safety or security regulations
11) Insubordination
12) Neglect or carelessness resulting in damage to City property or equipment
13) Unsatisfactory performance of the quantity or quality of work considered standard for the position
14) Discourtesy to the public
15) Gambling

16) Failure to follow the chain of command procedure

6.07 DISCIPLINARY ACTION

Non-Civil Service:

Should an employee's performance, work habits, overall attitude, conduct, or demeanor become unsatisfactory and in violation of any of the above referenced items, or any other City policies, rules, or regulations, an employee will be subject to disciplinary action up to and including dismissal.

Disciplinary Action May Be:

-Warning or Reprimand: A reprimand is action used to alert the employee that his or her performance is not satisfactory, or to call attention to the employee's violation of employment, rules, and/or regulations. City employees may be officially reprimanded orally or in writing and such reprimand will be entered in the employee's personnel file.

-Suspension: Suspension involves the removal of an employee from his or her job. An employee may be suspended with or without pay. A suspension must be in writing. The reason for such action, the period of time for the suspension, and the date the suspension is to begin and end must be noted also. Following suspension, the employee's conduct will be closely reviewed by the supervisor, and if there is a further instance of unsatisfactory performance or conduct, further disciplinary action shall be taken. This section does not apply to employees in FLSA exempt status, except when imposed in good faith for major safety violations.

-Demotion/Transfer: An employee who has committed an offense or whose work establishes grounds for demotion or transfer will be given written notice of such action. A demotion or transfer is an action that places the employee in a position of less responsibility and less pay.

-Termination: This type of disciplinary action is a removal of an employee from City employment. An employee who has committed a serious offense or whose work establishes grounds for termination will be given written reasons that can be supported at a pre-termination hearing.

In any case where a written disciplinary action is given to an employee, the employee shall acknowledge receipt of the notice with his/her signature. This is not an admission of guilt or agreement with the action. However, refusal to sign the acknowledgment of receipt of disciplinary action shall be grounds for termination.

NOTE: This section is not intended as an abridgment of the employment at-will doctrine. The City is not limited to dismissing employees for disciplinary reasons but may also dismiss employees at the will and discretion of the City at anytime with or without cause, and with or without any of the first three disciplinary actions listed above.

Civil Service:

Types of disciplinary actions for Civil Service employees are detailed in the Fire Department Manual of General Orders and/or Police Department Manual of General Orders.

6.08 PROCEDURE FOR REVIEW OF DISCIPLINARY DECISIONS

Non-Civil Service:

Review of all disciplinary matters shall be conducted as follows:

1) A written grievance shall be filed with the department head within five working days after the disputed disciplinary action.

2) The department head will investigate the situation and respond in writing to the employee, within five working days. To the extent possible, the grievance should be resolved at this level.

3) In the event Step 2 does not satisfy the employee, a written appeal may be made to the Personnel Office within three working days.

4) The Personnel Office or designee, will review the case, gather data, interview all concerned parties, and submit a written report to the City Manager within five working days.

5) The City Manager will review all information and respond to the complaint in writing within 10 working days. The City Manager's decision is final. A copy of the City Manager's decision shall be forwarded to the Personnel Office.

Civil Service:

The grievance and appeal procedures for City service employees are detailed in the Commissioned Officers Handbook of Rules and Regulations, as approved by the City Service Commission pursuant to the laws of the State of Arkansas.

6.09 ABSENTEEISM AND TARDINESS

The City of Texarkana expects all of its employees to be at work on time and on a regular basis. When employees are unnecessarily absent or late, it is expensive, disruptive, and places an unnecessary burden on fellow employees, supervisors, City government as a whole, and the taxpayers who receive City services. Should an employee be unable to report to work on time because of illness or personal emergency, the employee should give his supervisor proper notice as detailed in 4.02 Sick Leave. Unexcused absences and tardiness could result in disciplinary action.

6.10 INCLEMENT WEATHER

In exceptional circumstances beyond the employee's control, such as weather causing hazardous conditions, the employee is required to contact his or her supervisor for instructions regarding job assignments for that particular work day. If an employee's department is open for business, the employee is expected to report to work. However, if in the employee's opinion, the conditions are too hazardous to get to work safely, he or she will have the option of taking the time off as a vacation day. Regardless of the situation, an employee is expected to give the supervisor "proper notice", if unable to report for work. "Proper notice" is defined to be notice in advance of the time an employee should report for work or no later than 30 minutes thereof.

An absence of an employee from duty, including any absence of one day or part thereof that is not authorized in advance by the department head or the employee's supervisor, shall be deemed absence without leave. Such absence shall be without pay.

6.11 OUTSIDE EMPLOYMENT

An employee considering additional employment should discuss such plans with his or her department head and receive approval for additional employment.

If, as an employee of the City, an employee accepts an additional job, it must not interfere with the proper and effective performance of his or her job with the City. An employee's outside employment must not be of a nature that adversely affects the image of the City, resulting in embarrassment, legitimate and reasonable criticism, or of a type that may be construed by the public to be an official act of the City. It must not in any way violate City policies. City uniforms shall not be worn during outside employment unless approved in advance by the City Manager.

6.12 POLITICAL ACTIVITY

City employees are encouraged to exercise their legal right to vote and, if necessary, reasonable time will be granted for the purpose.
Generally, political activities while on duty are prohibited by Arkansas law (ACA 7-1-103). Political campaigners shall not solicit support from City employees during work hours on City premises.

6.13 CITY GOVERNMENT

Texarkana, Arkansas operates under a City Manager form of government. The City Manager is the chief executive officer and is appointed by the Board of Directors. He is responsible for overall management and operation of City Government. The Board of Directors is the supreme legislative and executive body of municipal government. Board members are elected from wards; the mayor is elected at large, votes as a Board member, has no veto power and presides at Board meetings. (14-47-100 to 14-47-140)

6.14 CIVIL SERVICE COMMISSION

All uniformed police and fire employees, once they have completed their probationary period (1 year), are governed by the City of Texarkana Arkansas Civil Service Commission. The composition and duties of the commission are established by state law.

6.15 OUTSIDE COMPENSATION

No reward, gift, or other form of remuneration, in addition to regular compensation, shall be received from any source by employees of the City for the performance of their duties. If a reward, gift, or other form of remuneration is made available to any employee, it shall be credited to the City's General Fund.

6.16 DRUG FREE WORKPLACE

Random drug testing program shall be extended to all City employees as provided in the Drug Free Workplace Ordinance adopted by the Board of Directors.

Use of Narcotics, Alcohol, and Tobacco:

It is the policy of the City of Texarkana, to maintain a work environment free from the unlawful manufacture, distribution, dispensation, possession, use, or effect of a controlled substance (as defined by the Federal Controlled Substance Act or similar state statutes) and free from the use, possession, and effect of alcoholic beverages. The City of Texarkana recognizes that drugs and alcohol impair employee judgment, which may result in increased safety risks, hazards to the public, employee injuries, faulty decision-making, and reduced productivity. Therefore, the City of Texarkana expects all employees to be in a state of mind and physical condition, fit to complete their assigned duties safely and competently during work hours.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or the possession or use of an alcoholic beverage by an employee while on duty, during lunch, and/or other breaks, or at any time while the employee is on a City work site, on City working time, or at any time while using a City vehicle or other motorized equipment is absolutely prohibited and constitutes cause for termination of employment.

Any employee convicted (a finding of guilt, including a plea of nolo contendere, or imposition of sentence, or both, by any judicial body charge with the responsibility to determine violations of federal or state criminal statutes) of violating criminal statutes pertaining to controlled substances and/or alcohol, occurring at any time on or off City property, on a City work site, or on City working time while conducting City business, must immediately (no later than 5 days from the date of the conviction) report the conviction to their supervisor or be subject to disciplinary action up to and including termination of employment. Such conviction may itself also constitute grounds for disciplinary action up to and including termination of employment.

All employees using a prescription or non-prescription drug which may in any way affect their job performance, must promptly notify their supervisor in writing as to the possible effects of such medication on the performance of their assigned duties and related physical/mental capability. A City department head or supervisor may require a physician's statement if the employee indicates that there is a need to use a prescription or non-prescription drug for three days or longer.

Each department head or supervisor may establish smoking policies for his or her departmental employees.

Drug/Alcohol Testing Upon Reasonable Suspicion:

If a City department head or supervisor has reasonable suspicion that an employee, at work or when reporting to work, appears to be under the influence of a controlled substance and/or of an alcoholic beverage and therefore appears to be impaired and unfit for duty, the employee will be required to consent to a drug/alcohol test. If an employee refuses to consent to a drug/alcohol test, disciplinary action, up to and including termination of employment will be initiated.

Reasonable suspicion is a belief based on objective facts, sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of a controlled substance and/or of an alcoholic beverage, so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform the job safely is reduced.

Observations which constitute a factual basis for determining reasonable suspicion may include, but are not limited, to the odor of an alcoholic beverage or drug; erratic behavior; violent mood swings; excessive absenteeism, including tardiness; a medical emergency which could be attributed to substance or alcohol abuse; physical on-the-job performance, or an accident which is caused by the apparent action or inaction of the employee.

The department head or supervisor will describe the incident in writing, documenting the circumstances leading to the conclusion that a drug/alcohol test is necessary. Such documentation will include the date, time, place, description of incident, and statements of witnesses. Any other evidence such as drugs, drug paraphernalia, containers, etc. will be collected.

After documenting the incident, the department head will contact the Personnel Administrator to determine if drug/alcohol testing is appropriate and, if appropriate, to arrange for testing. If drug/alcohol testing is appropriate, the supervisor or department head will transport the employee to a drug/alcohol test collection facility. The drug/alcohol test may be a type based on urine, or

other type of sample, as appropriate. After testing, the employee will be transported home by his supervisor or relative, and told not to report to work until the results of the test are known. If the employee's supervisor reasonably determines that the employee is incapable of being managed, the Police Department may be contacted for assistance.

Workplace Accident:

In the event of a workplace accident, whether resulting in an on-the-job injury or not, a City department head or supervisor may require those employees in the work group experiencing the accident to submit to a drug/alcohol test under the guidelines set forth above for reasonable suspicion testing.

Searches on City Property:

A City department head or supervisor may conduct a reasonable search of any City property at any time and especially when employees in a work group experience an accident. City property includes, but is not limited to, City owned or leased buildings, parking facilities, City vehicles and/or motorized equipment, containers located in or on City vehicles and/or motorized equipment, as well as lockers and desks.

The personal property of City employees may also be searched if the employee's personal property is on City property and the employee signs a consent form. Whether or not a consent form is signed, any information obtained which may relate to violations of federal or state criminal statutes will be transmitted to the appropriate law enforcement agency.

Drug-Free Awareness Program:

To educate employees on the danger of drug abuse, the City has established a drug-free awareness program. Periodically, employees will be required to attend training sessions at which the dangers of drug abuse, the City's policy regarding drugs, the availability of counseling, and other types of information will be presented.

Employees who violate any aspect of this policy will be subject to disciplinary action, up to and including termination. At its discretion, the City may require employees who violate this policy to successfully complete a drug abuse assistance or rehabilitation program as a condition of continued employment.

6.17 SOCIAL MEDIA USE

This policy provides guidance on the use of social media for all City employees. To fully understand the purpose of this policy, social media includes blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites, and other sites and services that allow users to share information with others in a contemporary manner.

Employees need to understand and comply with the City's Social Media Use policies. Failure to do so, could result in disciplinary action or termination of employment.

Job-Related Use

The City will allow job-related use of social media to further the goals of the City and the missions of its departments, where deemed appropriate. All city employees that are authorized to post information to social media sites will be subject to approval by the department head or designee. The City's website (https://arkansas.txkusa.org/) will remain the City's principal and predominant internet presence.

Employees shall maintain City related social media accounts separate from personal accounts, if practical.

Employees must receive a prior written approval from the department head or designee and agree to adhere to the City's social media and/or computer systems policies prior to posting any content on social media.

Personal Use

Employees should be aware of the effect their actions may have on their images, as well as the City's image. The information that employees post or publish may be public information for a long time. The following principles apply to professional and personal use of social media when referencing the City.

Employees should be aware that the City may observe content and information made available by employees through social media. Employees should use their best judgment to not post content that is inappropriate or harmful to the City or its employees.

The following list, although not inclusive, provides specific examples of prohibited social media conduct that includes examples of posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment.

Employees are not to publish, post or release any information that is considered confidential or not public. If there are questions about what is considered confidential, employees should check with the Human Resources Department and/or supervisor or department head.

Social media networks, blogs and other types of online content sometimes generate press and media attention or legal questions. Employees should refer these inquiries to authorized City's spokespersons.

If employees encounter a situation while using social media that threatens to become antagonistic, employees should disengage from the dialogue in a polite manner and seek the advice of a supervisor or contact the Human Resources Department.

Employees should get appropriate permission before referring to or posting images of current or former employees, members, vendors or suppliers. Additionally, employees should get appropriate permission to use a third party's copyrights, copyrighted material, trademarks, service marks or other intellectual property.

Social media use should not interfere with employee's responsibilities at the City. The City's computer systems are to be used for business purposes only. The use of the City's computer system and social media for business purposes is only allowed as described under Job-Related Use (ex: Facebook, Twitter, Instagram, Google, Flicker, etc. and the City's website), but personal use of social media networks or personal blogging of online content is prohibited and could result in disciplinary action, including termination of employment.

Subject to applicable law, after-hours online activity that violates the City's Standard of Conduct, Computer System Policy, and Social Media Use policies or any other company policy may subject an employee to disciplinary action or termination of employment.

CHAPTER VII: TEXARKANA COMPUTER SYSTEMS POLICY

7.01 GENERAL

(A.) Introduction

Information Resources are strategic assets of the City of Texarkana that must be managed as valuable City resources. Thus this policy is established to achieve the following:

- To ensure compliance with applicable statutes, regulations, and mandates regarding the management of information resources.
- To establish prudent and acceptable practices regarding the use of information resources, email, instant messaging, and the Internet.
- To educate individuals who may use information resources, emails, the Internet, the Intranet or both, with respect to their responsibilities associated with such use.
- To ensure the security integrity and proper use of the City computer network and all of the City's information resources.
- To ensure that all Information Resources are a secure and productive management tool.

(B.) Ownership

Electronic files created, sent, received, or stored on Information Resources owned, leased, administered, or otherwise under the custody and control of the City of Texarkana, are the property of the City of Texarkana.

(C.) Privacy

Electronic files created, sent, received, or stored on Information Resources owned, leased, administered, or otherwise under the custody and control of the City of Texarkana, are not private and may be accessed with the City Manager's authorization by Information Technology employees at any time, without knowledge of the employee. Department heads may access and view electronic files within their respective departments. All access shall be through Information Technology.

(D.) Responsibility

The responsibility for assuring complete compliance with the provisions of this policy rests with the department heads, supervisors, and the individual employee involved. It is the responsibility of email and Internet users to stay informed regarding City information that is disseminated electronically. This includes understanding and keeping up-to-date on system operations.

(E.) Definitions

Information Technology: The Information Technology Department of Texarkana Water Utilities is currently charged with the duty of operation and maintenance of Texarkana's computer network. In addition, Information Technology is responsible for administering the information security functions within the City network. The Information Technology Department is the City's internal and external point of contact for all information security matters.

Information Technology Manager: Responsible to the City of Texarkana through the Executive Director of Texarkana Water Utilities, for management of the City's information resources. The designation of an agency information resources manager is intended to establish clear accountability for setting policy for information resources management activities, provide for greater coordination of the City's information activities, and ensure greater visibility of such activities within and between City agencies.

Electronic Mail System: Any computer software application that allows electronic mail to be communicated from one computing system to another.

Electronic Mail (Email): Any message, image, form, attachment, data, or other communication sent, received, or stored within an electronic mail system.

Information Resources (IR): Any and all computer printouts, online display devices, magnetic storage media, and all computer-related activities involving any device capable of receiving email, browsing Web sites, or otherwise capable of receiving, storing, managing, or transmitting electronic data including, but not limited to, mainframes, servers, personal computers, notebook computers, handheld computers, personal digital assistants (PDA), pagers, distributed processing systems, network attached and computer controlled medical and laboratory equipment (i.e., embedded technology), telecommunication resources, network environments, telephones, fax machines, printers, and service bureaus. Additionally, it is the procedures, equipment, facilities, software, and data, that are designed, built, operated, and maintained to create, collect, record, process, store, retrieve, display, and transmit information.

Internet: A global system interconnecting computers and computer networks. The computers and networks are owned separately by a host of organizations, government agencies, companies, and colleges. The Internet is the present "information super highway."

Intranet: A private network for communications and sharing of information that, like the Internet, is based on TCP/IP, but is accessible only to authorized users within an organization. An organization's Intranet is usually protected from external access by a firewall. It is a closed network of computers across a local area network that work together to share information in a secured environment.

User: An individual or automated application or process that is authorized to access the resource by the owner, in accordance with the owner's procedures and rules.

Vendor: Someone who exchanges goods or services for money.

World Wide Web: A system of Internet hosts that supports documents formatted in HTML (Hyper Text Markup Language) which contains links to other documents (hyperlinks) and to audio, video, and graphic images. Users can access the Web with special applications called browsers, such as Google Chrome, Firefox, and Microsoft Edge.

(F.) Disciplinary Actions

Violation of this policy may result in disciplinary action, up to and including termination. Additionally, employees are subject to loss of the City of Texarkana Information Resources access privileges, civil, and criminal prosecution, where appropriate.

All agencies using the Texarkana computer network outside the Cities of Texarkana shall adopt and enforce these policies, as a condition of continued use.

7.02 INFORMATION RESOURCES ACCEPTABLE USE POLICY

(A.) General

- All employees shall abide by the security instructions, rules, directives, or other security communications as contained in this document, and that may from time to time be issued by the Information Technology Manager (with approval of the City Manager).

- No user, employee, or department head shall take any action that may affect the security, efficiency, or use of the entire network, or the portion of the network, within their own department.

- Users shall report any weaknesses in the City of Texarkana's computer security, and/or any incidents of possible misuse or violation of this agreement to their department head, who shall forward such information to the Information Technology Manager and other appropriate authorities.

- Users shall not attempt to access any data or programs contained on the City of Texarkana system for which they do not have authorization or explicit consent.

- Users shall not divulge remote access connection information.

- Users shall not share their City of Texarkana account(s), passwords, Personal Identification Numbers (PIN), Security Tokens (i.e., Smartcard), or similar information or devices used for identification and authorization purposes.

- Users shall not make unauthorized copies of copyrighted software.

- Users shall not use non-standard shareware or freeware without the approval of the Information Technology Manager.

- The Information Technology Manager retains the option, with approval of the City Manager, to disable, remove, or stop the usage of any software that is in his opinion, inappropriate or detrimental to the City, including any software that uses excessive system resources.

- Users shall not purposely engage in activity that may: harass, threaten, or abuse others; degrade the performance of Information Resources; deprive an authorized City of Texarkana user access to a City of Texarkana resource; obtain extra resources beyond those allocated; circumvent the City of Texarkana computer security measures.

- Users shall not download, install, or run security programs or utilities that reveal or exploit weaknesses in the security of a system. For example, the City of Texarkana users shall not run password cracking programs, packet sniffers, or port scanners or any other non-approved programs on the City of Texarkana Information Resources. Information Technology staff may do so in the course of their duties, in an attempt to identify weaknesses and vulnerabilities in City-owned devices and for troubleshooting purposes.

- The City of Texarkana Information Resources shall not be used for personal benefits.

- Users shall not intentionally access, create, store, or transmit material, which the City of Texarkana may deem to be offensive, indecent, illegal or obscene (except when in the course of academic research, where this aspect of the research has the explicit approval of the City of Texarkana official processes, for dealing with academic ethical issues, or is part of a law enforcement investigation. Subjects include but not limited to, those dealing with sex, drugs, pornographic material, explosive devices, or any illegal activity. Users with

proper approval for these types of files, shall not copy or disseminate such files, except as approved by their department head.

- Access to the Internet from a City of Texarkana owned, home based computer, shall adhere to all the same policies that apply to use from within the City of Texarkana facilities. Employees shall not allow family members or other non-employees to access the City of Texarkana computer systems.

- Users shall not access the City of Texarkana's network, via VPN or otherwise, from a non-City owned computer. Employees will use City-owned equipment to remotely access the City's network.

- Users shall not otherwise engage in acts against the aims and purposes of the City of Texarkana, as specified in its governing documents or in rules, regulations, and procedures adopted from time to time.

- Frequency and method of all password changes should be at the discretion of the Information and Technology Manager and shall follow industry best practices.

- All City of Texarkana employees shall participate in the Cyber Security Training program administered by Information Technology to follow industry best practices.

(B.) Incidental Use

As a convenience to the City of Texarkana user community, incidental use of Information Resources is permissible with reasonable limits and if consistent with restrictions defined in this policy. The following restrictions apply:

- Incidental personal use of electronic mail, Internet access, fax machines, printers, copiers, and so on is restricted to the City of Texarkana approved users; it does not extend to family members or other acquaintances.

- Incidental use shall not result in direct costs to the City of Texarkana.

- Incidental use shall not interfere with the normal performance of an employee's work duties.

- No files or documents may be sent or received that may cause legal action against, or embarrassment to the City of Texarkana.

- Storage of personal email messages, voice messages, files, and documents within the City of Texarkana's Information Resources must be nominal.

- All files and documents – including personal files, messages, and documents – are owned by City of Texarkana, may be subject to open records requests, and may be accessed in accordance with this policy.

- All messages, files, and documents – including personal messages, files, and documents – located on the City of Texarkana Information Resources, are owned by the City of Texarkana, may be subject to open records requests, and may be accessed in accordance with this policy.

- Incidental use is not appropriate during regular working hours. After hours, lunch, and breaks are acceptable times, subject to the approval of the department head. Incidental use policies may be more stringent in individual departments at the discretion of the department head.

7.03 EMAIL AND INSTANT MESSAGING POLICY

The following activities will be enforced by policy:

- Authorized email system will be Microsoft 365 for Government.
- Instant Messaging is designated as Microsoft Teams for Government.
- Users will access email through Microsoft Office 365 or by web mail access.
- Users will be limited to a size of 100GB for their mailbox.
- Users will delete unnecessary emails.
- Users will empty the Delete Folder upon logging off at the end of the day.
- Users shall not allow other persons to use their email service.
- Requests for user accounts shall be sent to Information Technology. Once the request for the new user has been received by Information Technology, Information Technology shall have 10 business days to complete the request.
- Email usage shall not be used as a method of document retention.

The following activities are prohibited by policy:

- Sending emails/instant messages that are intimidating, harassing, threatening, or obscene (as defined by U.S. and local law). Anything which could be construed as sexually explicit, scandalous, defamatory, libelous, immoral, or discriminatory, based on race, national origin, sex, sexual orientation, disability, religion, or political beliefs is banned from the system.

- Sending a global email except with express documented permission of the City Manager. Global emails shall be limited to a single City, unless specially approved in writing.

- Using email/instant messaging for conducting personal business, whether for profit or not.

- Using email/instant messaging for purposes of political lobbying or campaigning.

- Violating copyright laws by inappropriately distributing protected works.

- Posing as anyone other than oneself when sending email, except when authorized to send messages for another when serving in an administrative support role.

- The use of unauthorized email and/or instant messaging software.

- Sending or forwarding chain letters.

- Accessing a website or location on the Internet where a fee is charged is prohibited. Employees acquiring such charges bear sole responsibility for them unless accessing a fee based site has been approved by the respective Department Director.

The following activities are prohibited because they impede the functioning of network communications and the efficient operations of electronic mail systems:

- Using unauthorized email add on features. Such programs will impede the network by

using a large amount of network's band width.

- Sending unsolicited messages to large groups except as required to conduct agency business.
- Sending excessively large messages and/or attachments.
- Sending or forwarding emails that is likely to contain computer viruses.

❖ All sensitive City of Texarkana material transmitted over external network must be encrypted.

❖ All user activity on the City of Texarkana Information Resources assets is subject to logging and review.

❖ Electronic mail users must not give the impression that they are representing, giving opinions, or otherwise making statements on behalf of the City of Texarkana and/or any unit of the City of Texarkana, unless appropriately authorized (explicitly or implicitly) to do so. Where appropriate, an explicit disclaimer will be included, unless it is clear from the context that the author is not representing the City of Texarkana. An example of a simple disclaimer is: "the opinions expressed are my own and not necessarily those of my employer."

❖ Individuals shall not send, forward, or receive confidential or sensitive City of Texarkana information through non-City of Texarkana email accounts. Examples of non-City of Texarkana email accounts include, but are not limited to, Hotmail, Yahoo mail, AOL mail, and email provided by other Internet Service Providers (ISP).

❖ Individuals shall not send, forward, receive, or store confidential or sensitive City of Texarkana information, utilizing non-City of Texarkana accredited mobile devices. Examples of mobile devices include, but are not limited to, Personal Data Assistants, two-way pagers, and cellular telephones.

NOTE:

- All emails sent/received through network will be logged.
- Email logs are subject to reporting audits with proper authorization.

7.04 INTERNET AND INTRANET POLICY

- Software for browsing the Internet is provided to authorized users for business and research use only.
- Known web sites that are not related to City business may be blocked with the City Manager's authorization; Information Technology shall block all web content that is malicious in nature.
- All software used to access the Internet must be part of the City of Texarkana standard software suite or approved by the Information Technology Department. This software must have all vendors provided security patches applied.
- All files downloaded from the Internet shall be scanned for viruses using the approved Information Technology distributed software suite and current virus detection software.
- All sites accessed must comply with the City of Texarkana's Computer Systems Policy.
- All user Internet/Intranet activity on City of Texarkana Information Resource assets is subject to logging and review by the appropriate department head and or the City Manager.
- Content on all City of Texarkana Web sites must comply with the City of Texarkana Acceptable Use Policies.
- No offensive or harassing material may be made available via City of Texarkana Web

sites.

- Occasional non-business related purchases made over the Internet during incidental personal use, are allowed, subject to approval by the department head. The City assumes no liability for such purchases or any problems that might arise from such purchases. Business related purchases are subject to City of Texarkana procurement rules.
- No personal commercial advertising may be made available via City of Texarkana Web sites.
- City of Texarkana Internet access may not be used for personal gain or non-City of Texarkana personal solicitations.
- No City of Texarkana data will be made available via City of Texarkana Web sites, without the appropriate department head and/or the City Manager, ensuring that the material is available to only authorized individuals or groups.
- All sensitive City of Texarkana material transmitted over external networks must be encrypted.
- Electronic files are subject to the same records retention rules that apply to other documents, and must be retained in accordance with departmental records retention schedules.
- The end user shall be held responsible for all Internet accesses logged with their username. If in the event that another person or employee knew, and/or used a user password, shall not be a defense for inappropriate access; a user is responsible for the security of their PC, laptop, or other similar device.

CHAPTER VIII: MISCELLANEOUS INFORMATION

8.01 POLICY STATEMENT

This Personnel Manual outlines the rights and benefits afforded all employees by the City. The City of Texarkana, Arkansas, possesses the sole right to operate and manage the affairs of the City.

8.02 SEVERABILITY

Should any of the provisions of this Personnel Manual be determined to be contrary to federal, state, or local law, the remaining provisions of these Employee Policies and Procedures shall remain in full force and effect.

To the extent that any state law provides additional or different benefits or rights to employees, the provisions of these Employee Policies and Procedures shall be deemed to include those statements of law.

8.03 DEPARTMENTAL POLICIES AND PROCEDURES

Each department head is authorized to adopt lawful, oral, or written policies governing the day-to-day operations of that department. Departmental policies, if in conflict with these Employee Policies and Procedures, shall be governed by these Employee Policies and Procedures.

8.04 CHANGE OF ADDRESS, MARITAL STATUS, BENEFICIARY

It is important that if an employee changes his or her home address, telephone number, marital status, or beneficiary, to notify the Personnel Office of this change so that personnel files may be kept up to date. This is important in case the City must mail the employee any information that it feels the employee will need.

Employees shall not use the City as an address for personal mail.

8.05 NO SOLICITATION POLICY

Solicitation for any purpose shall not be permitted of or by City employees on the job. An employee may not be required to make any contribution or be penalized in any way in connection with City employment, according to the employee's response to authorized solicitation.
Persons who are not employees of the City may not solicit or distribute literature on City premises at any time.

8.06 USE OF CITY-OWNED VEHICLES

City-owned vehicles are to be used for official business only and unauthorized passengers are not permitted. Authorized passengers are considered to be those individuals who have reason to be in the vehicle for the purpose of conducting business, for the City or with the City, or as authorized by the Board of Directors. Anyone using City-owned vehicles must have a valid driver's license and will be subject to periodic checks of driving records.

CITY OF TEXARKANA, AR
BOARD OF DIRECTORS

AGENDA TITLE:	Adopt a Resolution to reschedule 2022 Board of Directors' meetings that conflict with certain holidays. (CCD) City Clerk Heather Soyars
AGENDA DATE:	November 1, 2021
ITEM TYPE:	Ordinance☐ Resolution☒ Other☐:
DEPARTMENT:	City Clerk Department
PREPARED BY:	Heather Soyars, City Clerk
REQUEST:	Reschedule Board meetings
EMERGENCY CLAUSE:	N/A
SUMMARY:	This is a request to reschedule Board meeting that conflict with certain holidays. January 3 rescheduled to January 4 due to the New Year's Day holiday January 17 rescheduled to January 18 due to the Martin Luther King, Jr. Day holiday February 21 rescheduled to February 22 due to the Presidents' Day holiday July 4 rescheduled to July 5 due to the Fourth of July holiday September 5 rescheduled to September 6 due to the Labor Day holiday December 5 rescheduled to December 6 due to the Annual Christmas Parade
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	The City Manager and staff recommend approval.
EXHIBITS:	2022 City Calendar and Resolution.

RESOLUTION NO. _____

WHEREAS, certain holidays and events will conflict with scheduled Board of Directors meetings during 2022; and

WHEREAS, meetings should be rescheduled to avoid those conflicts;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Texarkana, Arkansas, the meeting scheduled for January 3, 2022, is hereby rescheduled to January 4, 2022, due to the New Year's Day holiday; January 17, 2022, is hereby rescheduled to January 18, 2022, due to the Martin Luther King, Jr. Day holiday; February 21, 2022, is hereby rescheduled to February 22, 2022, due to the President's Day holiday; July 4, 2022, is hereby rescheduled to July 5, 2022, due to the Independence Day holiday; September 5, 2021, is hereby rescheduled to September 6, 2022, due to the Labor Day holiday; and, December 5, 2022, is hereby rescheduled to December 6, 2022, due to the Annual Christmas Parade.

PASSED AND APPROVED this 1st day of November, 2021.

_____
Allen L. Brown, Mayor

ATTEST:

_____
Heather Soyars, City Clerk

APPROVED:

_____
George Matteson, City Attorney

City of Texarkana, Arkansas 2022 Calendar

January

Sun	Mo	Tue	We	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February

Sun	Mo	Tue	We	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March

Su	Mo	Tue	We	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April

Sun	Mo	Tue	We	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May

Sun	Mo	Tue	We	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June

Sun	Mo	Tue	We	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July

Sun	Mo	Tue	We	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

Sun	Mo	Tue	We	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September

Su	Mo	Tue	We	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October

Sun	Mo	Tue	We	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

Sun	Mo	Tue	We	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

Sun	Mo	Tue	We	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- City Holiday
- Board of Directors 6 PM
- Planning Commission 6 PM
- Staff Meeting 10 AM
  Agenda Deadline 5 PM
- Historic District Commission
  9:30 AM
- A&P Commission 4 PM
  Board of Adjustment 6 PM
- Board of Adjustment 6 PM
- Historic District Commission
  9:30 AM
  Staff Meeting 10 AM
  Agenda Deadline 5 PM
- Annual Christmas Parade

City Holidays

January 3—New Year's Day
January 17—Martin Luther King Jr. Day
February 21—President's Day
April 15—Good Friday
May 30—Memorial Day
June 17—Juneteenth
July 4—Independence Day
September 5—Labor Day
November 11—Veterans Day
November 24—Thanksgiving Day
November 25—Day after Thanksgiving
December 23—Christmas Eve
December 26—Christmas Day
December 30—New Year's Eve

CITY OF TEXARKANA, AR
BOARD OF DIRECTORS

AGENDA TITLE:	Adopt an Ordinance authorizing the purchase of 100 Glock Model 45 Black MOS Compact 9mm Gen 5 with Ameriglo Sights. (TAPD) Capt. James Atchley ***An emergency clause is requested. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the Board.***
AGENDA DATE:	November 1, 2021
ITEM TYPE:	Ordinance☒ Resolution☐ Other☐:
DEPARTMENT:	Texarkana Arkansas Police Department
PREPARED BY:	Capt. James Atchley
REQUEST:	Purchase of Glock Model 45 MOS and Fixed sights for use with Holographic Sights as part of weapon upgrade package
EMERGENCY CLAUSE:	YES
SUMMARY:	The purchase of the Glock Model 45 MOS 9mm will allow us to upgrade our current duty weapon platform to an MOS (Modular Optics System) platform. This will allow the agency to move forward with the firearm upgrade project. The new platforms will allow officers to more quickly and accurately identify and address threats to public safety. Glock # PA455S3H02MOSABMODEL 45 BLACK MOS COMPACT 9MM GEN 5 WITH AMGLO BOLD (.180 FRONT) 5.5 LE ($500.50-$325(trade)=$175.50) Total: $17,550 Purchase of 100 XL Tall Sights for use with Holographic sights: AMERIGLO #GL-331, XL Tall set Green Tritium Orange Outline .315" FRONT, Green Tritium White Outline .394" REAR $105 per set Total $10,500 Purchase will be made from Teeco (Arkansas Blue Label Glock Dealer as a Sole Source purchase.
EXPENSE REQUIRED:	$30,925.13

AMOUNT BUDGETED:	$30,925.13
APPROPRIATION REQUIRED:	$0.00
RECOMMENDED ACTION:	City Manager and staff recommend approval.
EXHIBITS:	Ordinance and Teeco Safety Quote

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACQUISITION OF A 100 GLOCK 9MM PISTOLS WITH FIXED SIGHTS FOR USE WITH HOLOGRAPHIC SIGHTS; WAIVING ANY APPLICABLE COMPETITIVE BIDDING PROVISION; FOR DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, in order to upgrade the current duty firearm platform utilized by the Texarkana Arkansas Police Department (TAPD) to a Modular Optics System (MOS) platform, allowing officers to more quickly and accurately identify and address threats to public safety, it is necessary to purchase 100 new Glock Model 45 MOS 9MM pistols with fixed sights for use with holographic sights; and

WHEREAS, the purchase will allow TAPD to move forward with the agency's firearm upgrade project; and

WHEREAS, Teeco Safety, the sole source Arkansas Blue Line distributor of Glock, provides a quote, taking into consideration of 100 existing Glock 9MM with sights currently in use by TAPD, as follows:

100 Glock Model 45 Black MOS Compact 9MM:	$50,050.00
LESS: 100 Glock 9MM with Glock Night Sights:	($32,500.00)
100 AMERIGLO XK Tall Signs Green Tritium Orange/White:	$10,500.00
Net Total (plus taxes ($2,875.13), if applicable):	$30,925.13

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

WHEREAS, 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 (including from sole-source providers); and

WHEREAS, it is specifically recognized and determined by the Board of Directors that Teeco Safety is the sole-source Arkansas Blue Line provider of Glock weapons; and

WHEREAS, the City Manager, Chief of Police and TAPD staff recommend approval of the purchase, and, further, request 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 purchase and trade-in described above is approved on the terms so stated and any competitive bidding practices that may be otherwise required by applicable law and ordinance are waived.

Section 2: The City Manager is authorized to enter into any agreement reasonably necessary carry out said purchase and trade-in.

Section 3: This action being necessary for the preservation of the public peace, health and safety (including, without limitation, to promptly procure the items described upon the terms offered and move forward with the TAPD MOS platform upgrade, allowing officers to more quickly and accurately identify and address threats to public safety), 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 1st day of November, 2021.

_____
Allen L. Brown, Mayor

ATTEST:

_____
Heather Soyars, City Clerk

APPROVED:

_____
George Matteson, City Attorney

QUOTATION

Teeco Safety
P.O. Box 7784
1360 Grimmet Dr.
Shreveport, LA 71107

Voice: 318 424-5176
Fax: 318 424-5184

Quote Number: 141065
Quote Date: Sep 21, 2021
Page: 1

Quoted To:
Texarkana AR PD P. O. Box 1885 Texarkana, AR 75504 Phone: 903 798-3130 Fax: 903 798-3023

Ship to:
Texarkana AR PD 100 N. Stateline Avenue Texarkana, AR 75501

Customer ID	Good Thru	Payment Terms	Sales Rep
TexarkanaAR	10/21/21	Net 30 Days	Paul Viner

Quantity	Item	Description	Unit Price	Amount
100.00	GLOCK-45MOSG5AMB	GLOCK # PA455S3H02MOSABMODEL 45 BLACK MOS COMPACT 9MM GEN 5 WITH AMGLO BOLD (.180 FRONT) 5.5 LE	500.50	50,050.00
100.00		GLOCK TRADE IN GLOCK G45 GEN5 WITH GLOCK NIGHT SIGHTS	325.00	-32,500.00
100.00		AMERIGLO #GL-331, XL Tall set Green Tritium Orange Outline .315" FRONT, Green Tritium White Outline .394" REAR	105.00	10,500.00

Visit us at www.teecosafety.com or like us on Facebook!

Freight	
Sales Tax	2,875.13
TOTAL	**30,925.13**

By_____

Thank you for your business!

Purchase Request Form

Division: **TAPD**

Section: **Services Division**

Date: **10/21/21**

Quantity	Price	Type of Item	Cost
100	$175.50	Glock # PA455S3H02MOSABMODEL 45 BLACK MOS COMPACT 9MM GEN 5 WITH AMGLO BOLD(.180 FRONT) 5.5 LE ($500.50-$325(trade)=$175.50)	$17,550.00
100	$105.00	AMERIGLO #GL-331, XL Tall set Green Tritium Orange Outline .315" FRONT, Green Tritium White Outline .394" REAR	$10,500.00
			$0.00
		Invoice Number	$0.00
		Sub total	$28,050.00
		Shipping, handling, taxes?	$2,875.13
		Total Expense	**$30,925.13**

Funding Source: **101-121-54001-50501**

Vendor: Teeco Safety

Address: P.O Box 7784 1360 Grimmet Drive
Shreveport, LA 71107

Purpose:
Upgrade and outfight agency with MOS Glock45

Officer : **Capt. James Atchley/ Lt. Scott Megason**

Approved: _____

Division Commander

(Are Bids/Justifications Attached?) yes

Comments: Akansas Blue Label Dealer Sole Source

CITY OF TEXARKANA, AR
BOARD OF DIRECTORS

AGENDA TITLE:	Adopt an Ordinance to rezone a tract of land located at 110 E. 14th Street from C-3 Open-display commercial to R-4 Medium-density residential to develop rental property (McDowell). [Ward 2] (PWD-Planning) City Planner Mary Beck
AGENDA DATE:	10/13/2021
ITEM TYPE:	Ordinance☒ Resolution☐ Other☐:
DEPARTMENT:	Public Works/Planning
PREPARED BY:	Mary Beck
REQUEST:	Adopt an ordinance to rezone a tract of land from C-3 Open-display commercial to R-4 Medium-density residential to develop rental property.
EMERGENCY CLAUSE:	None requested
SUMMARY:	The Planning Commission recommends rezoning the property. The current zoning does not meet the minimum land requirements for minimum square footage so a change is zoning is necessary for development of this property.
EXPENSE REQUIRED:	0
AMOUNT BUDGETED:	0
APPROPRIATION REQUIRED:	0
RECOMMENDED ACTION:	Adopt an ordinance to rezone to two platted lots in DEUTCHMAN'S 1ST SUBDIVISION from C-3 Open-display commercial to R-4 Medium-density residential in order to construct residential income producing dwellings.
EXHIBITS:	Ordinance, Memo to City Manager, deed, map.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. K-286, AS AMENDED; AND FOR OTHER PURPOSES

WHEREAS, an application to amend the Land Use Plan was filed with the Planning Commission of the City of Texarkana, Arkansas, requesting that the following land be rezoned from C-3 Open Display Commercial to R-4 Medium-Density Residential:

> All of Lots Numbered One (1) and Two (2) in Block Numbered Two (2) of Deutschman's First Addition, Being Located and Situated in Texarkana, Miller County, Arkansas;

WHEREAS, the Planning Commission, after public hearing, approved said application and recommended that the Board of Directors of the City of Texarkana, Arkansas, adopt the ordinance affecting said rezoning request; and

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the City of Texarkana, Arkansas: Ordinance No. K-286, as amended, is hereby amended to rezone the above-described property in the City of Texarkana, Arkansas, from C-3 Open Display Commercial to R-4 Medium-Density Residential. This is solely a rezoning and no other action, conveyance, or release of interest.

PASSED AND APPROVED this 1st day of November, 2021.

_____
Allen L. Brown, Mayor

ATTEST:

_____
Heather Soyars, City Clerk

APPROVED:

_____
George Matteson, City Attorney

CITY OF TEXARKANA ARKANSAS
DEPARTMENT OF PUBLIC WORKS
216 WALNUT ST 71854-6024
P O BOX 2711 TEXARKANA ARKANSAS 75504-2711
PHONE (870) 779-4971 – FAX (870) 773-2395

MEMORANDUM

TO: Jay Ellington, City Manager

FROM: Mary L. Beck, City Planner

DATE: October 13, 2021

SUBJECT: Board of Directors Agenda item for 11-01-2021 – **Rezoning request** by BKM Holdings, owner Brandon McDowell, 1304 N. Mosley Road, Texarkana, AR 71854-9349 to rezone Miller County parcel No. 2350130 from C-3 Open Display Commercial to R-4 Residential to develop residential land use.

LEGAL DESCRIPTION:

The property is legally described as All Lot No. 1 and all Lot No. 2, Block No. 2, DEUTCHMAN'S 1ST SUBDIVISION, Texarkana, Miller County, Arkansas. The parcel is located at the sw corner of 14th and Laurel Streets and has an address of 110 E. 14th or alternately as 1323 Laurel Street and contains .29 acres of land more or less.

REASON FOR REQUEST: The owner plans to construct income producing residential housing.

EXISTING LAND USES:

Site: Vacant
North: Single family dwelling
East: Single family dwelling l
South: Single family dwelling
West: State Line Liquor store

EXISTING ZONING:

Site: C-3 Open-display commercial
North: R-4 Medium-density residential
South: R-4 Medium-density residential
East: R-4 Medium-density residential
West: C-3 Open-display commercial

PRESERVE AMERICA
Explore and Enjoy Our Heritage
www.arkansas.txkusa.org

COMPATIBILITY WITH EXISTING ZONING:

The long-term comprehensive plan shows this area single-family residential. The requested zoning is not in conflict with this projection. The surrounding zoning is the same as the request and except for the commercial zoning to the west located on State Line Avenue. Single-family detached housing are the norm although R-4 Medium-density zone allows for all site built housing types as well as modular homes that are not manufactured homes by definition. The existing zoning is less suitable since it is located on a local street, and the property does not have the minimum required square footage for commercial development for C-3. The property can be developed for two single family dwellings on lots 46.5' wide at the building line without additional platting or a single duplex on the combined land measuring 12,555 square feet with 93' width at the building line. Narrow, long lots are the norm in this area of the city and no conflicts in land use are anticipated.

UTILITIES & TRANSPORTATION NETWORK:

Local :	Laurel Street & E. 14th Street
Collector:	None
Arterial:	None
Water:	6" water main located in Laurel Street
Sewer:	6" sewer gravity main located in the alley
Fire hydrant:	Located on the corner opposite the property on the north side of 14th Street.

CONFORMANCE WITH APPLICABLE ORDINANCES AND/OR STATE STATUTES:

The *Arkansas Code of 1987 Annotated (14-56-422B)* requires the following – "All plans, recommended ordinances, and regulations shall be adopted through the following procedure for adoption of plans and regulations:

(A) The Planning Commission shall hold a public hearing on the plans, ordinances, and regulations proposed under this subchapter.

(B) Notice of public hearing shall be published in a newspaper of general circulation in the city, at least (1) time fifteen days prior to the hearing.

(2) Following the public hearing, proposed plans may be adopted, and proposed ordinance and regulations may be recommended as presented, or in modified form, by a majority vote of the entire commission.

(3) Following it adoption of plans and recommendation of ordinances and regulations, the commission shall certify adopted plans of recommended ordinances of and regulations to the legislative body of the city for its adoption.

(4) The legislative body of the city may return the plans and recommended ordinances and regulations to the commission for further study or rectification, or, by a majority vote of the entire membership, may, by ordinance or resolution, adopt the plans and recommended ordinances or regulations submitted by the commission. However, noting in this subchapter shall be construed to limit the city board's authority to recall the ordinances and resolutions by a vote of a majority of the council.

(5) Following adoption by the legislative body, the adopted plans, ordinances, and regulations shall be filed in the office of the City Clerk. The City Clerk shall file, with the county recorder of the counties in which territorial jurisdiction is being exercised such plans, ordinances, and regulations as pertain to the territory beyond the corporate limits.

The required notice was published in the Sunday, September 26, 2021 edition of the Texarkana Gazette. The City notified thirty-two (32) adjacent property owners by regular postal mail within three hundred feet (300') as required by the *Texarkana, Arkansas Code of Ordinances*.

OPPOSITION:

Mr. Ray Bursey who has a residence north of the property did not want any development on the land as he has concerns about having rental property near his home.

PLANNING COMMISSION CERTIFICATION:

The Planning Commission met on October 12, 2021 and on a motion by Mr. Thomas, seconded by Mr. Hickerson, the motion carried on a roll call vote to certify a recommendation for approval of the rezoning 5-0 with no opposition and two absent:

Adger Smith	Yes
Anderson Neal	Yes
George Coker	Absent
Bertha Dunn	Yes
Jason Dupree	Absent
Randall Hickerson	Yes
Clyde "Boots" Thomas	Yes

ACTION REQUESTED BY CITY BOARD OF DIRECTORS:

The City Board is requested to adopt an ordinance to rezone the property from C-3 Open-display commercial to R-4 Medium-density residential.

The *Arkansas Code of 1987 Annotated* requires every ordinance to be read three times before adoption. These three readings may all occur at the same meeting or at the second and third subsequent meetings after the first reading of the ordinance.

Prepared by the Planning Division for reference only

Prepared By:
Clayton & Ramirez Law, P.L.L.C.
8920 Business Park Drive, Suite 175
Austin, Texas 78759

After Recording Return To:
Southwest Title Company
617 East 6th Street
Texarkana, AR 71854
(Deed Only)

Space Above This Line for Recorder's Use

WARRANTY DEED
MARRIED PERSONS
(WITH RELINQUISHMENT OF DOWER AND CURTESY)

KNOW ALL MEN BY THESE PRESENTS:

That **NORVEL E. LEWIS, JOINED BY HIS WIFE, LISA LEWIS to release her dower and homestead interests in and to the property herein conveyed**, hereafter called Grantor(s), for and in consideration of the sum of TEN Dollars ($10.00) and other good and valuable consideration to us in hand paid by **BKM HOLDINGS, LLC**, hereafter called Grantee(s), receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Grantee(s), and unto his/her/their/its heirs, successors and/or assigns forever, the following lands lying in the County of Miller and State of Arkansas:

ALL OF LOTS NUMBERED ONE (1) AND TWO (2) IN BLOCK NUMBERED TWO (2) OF DEUTSCHMAN'S FIRST ADDITION, BEING LOCATED AND SITUATED IN TEXARKANA, MILLER COUNTY, ARKANSAS.

TO HAVE AND TO HOLD the same unto Grantee(s) and unto his/her/their/its heirs, successors and/or assigns forever, with all appurtenances thereunto belonging.

AND GRANTOR(S) hereby covenant with Grantee(s) and unto his/her/their/its heirs, successors and/or assigns forever, that they will forever warrant and defend the title to said lands against all lawful claims whatever, subject to existing easements, building lines, restrictions and assessments of record, if any.

AND we, **NORVEL E. LEWIS AND WIFE, LISA LEWIS**, for and in consideration recited herein, do hereby release and relinquish unto the said GRANTEE(S) and unto his/her/their/its heirs, successors and/or assigns, all our rights of curtesy and dower and homestead in and to the said lands.

WITNESS our hand(s) and seal on this 9th day of September, 2021.

NORVEL E. LEWIS

Lisa Lewis

LISA LEWIS

I hereby certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument. Exempt or no consideration paid if none shown.

GRANTEE(S) OR AGENT: Pat Coker Agt

GRANTEE'S ADDRESS: 1304 N Mosley Rd. Texarkana, AR 71854

ACKNOWLEDGMENT

STATE OF **ARKANSAS**

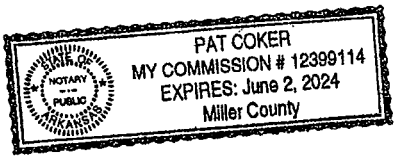
COUNTY OF Miller

BE IT REMEMBERED that on this day came before me, the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, NORVEL E. LEWIS AND WIFE, LISA LEWIS, to me well known as the GRANTOR(S) in the foregoing Deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 9th day of September, 2021.

Pat Coker

Notary Public



CITY OF TEXARKANA, AR
BOARD OF DIRECTORS

AGENDA TITLE:	Adopt an Ordinance to rezone a tract of land located at 612 Thatcher Street, containing three residences from C-3 Open-display commercial to R-4 Medium-density residential in order to replat the property for individual investments (Butler). [Ward 3] (PWD-Planning) City Planner Mary Beck
AGENDA DATE:	November 1, 2021
ITEM TYPE:	Ordinance☒ Resolution☐ Other☐:
DEPARTMENT:	Public Works/Planning
PREPARED BY:	Mary Beck
REQUEST:	Adopt an ordinance to rezone a tract of land containing three residences from C-3 Open-display commercial to R-4 Medium-density residential in order to replat the property for individual investments.
EMERGENCY CLAUSE:	None requested
SUMMARY:	The Planning Commission recommends rezoning the property. The three dwellings were in place prior to current commercial zoning. The current and planned land use is residential and approval of an R-4 zone will make possible bringing the grandfathered land use into compliance with city code.
EXPENSE REQUIRED:	0
AMOUNT BUDGETED:	0
APPROPRIATION REQUIRED:	0
RECOMMENDED ACTION:	Adopt an ordinance to rezone a parcel of land containing three dwellings from C-3 Open-display commercial to R-4 Medium-density residential in order to bring the property into compliance with code and provide a path to plat the property for the current land use.
EXHIBITS:	Ordinance, Memo to City Manager, deed, map.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. K-286, AS AMENDED; AND FOR OTHER PURPOSES

WHEREAS, an application to amend the Land Use Plan was filed with the Planning Commission of the City of Texarkana, Arkansas, requesting that the following land be rezoned from C-3 Open Display Commercial to R-4 Medium-Density Residential:

All that certain tract or parcel of land being a part of Lot No. 11 of BROOKLAWN, a subdivision of a part of the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) of Section Twenty-eight (28), Township Fifteen (15) South, Range Twenty-eight (28) West, Miller County, Arkansas, according to the map or plat of said Subdivision recorded in Volume 74, Page 49 of the Plat Records of Miller County, Arkansas, and the subject tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½" reinf. steel set for corner on the East boundary line of Lot No. 11 of BROOKLAWN, a subdivision of a part of the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) of Section Twenty-eight (28), Township Fifteen (15) South, Range Twenty-eight (28) West, Miller County, Arkansas, according to the map or plat of said Subdivision recorded in Volume 74, Page 49, of the Plat Records of Miller County, Arkansas, being North 121.00 ft. from the Southeast corner of said Lot No. 11;

THENCE - North, 150.00 ft. with the above-mentioned East boundary line of Lot No. 11 to a ½" reinf. steel set for corner on the South boundary line of a tract of land conveyed to Ann I. McConnell by Warranty Deed recorded in Volume 2004, Page 1601, of the Deed Records of Miller County, Arkansas;

THENCE - S. 89° 26' 17" W., 100.00 ft. with the above-mentioned South boundary line of McConnell tract to a ½" reinf. steel set for corner on the West boundary line of the above-mentioned Lot No. 11;

THENCE - South, 150.00 ft. with the above-mentioned West boundary line of Lot No. 11 to a ½" reinf. steel set for corner;

THENCE - N. 89° 26’ 17” E., 100.00 ft. to the POINT OF BEGINNING. The above-described property being surveyed by Richard V. Hall, Jr. contains 0.344 acres of land, more or less.

WHEREAS, the Planning Commission, after a public hearing, approved said application and recommended that the Board of Directors of the City of Texarkana, Arkansas, adopt the ordinance affecting said rezoning request; and

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the City of Texarkana, Arkansas: Ordinance No. K-286, as amended, is hereby amended to rezone the above-described property in the City of Texarkana, Arkansas, from C-3 Open Display Commercial to R-4 Medium-Density Residential. This is solely a rezoning and no other action, conveyance, or release of interest.

PASSED AND APPROVED this 1st day of November, 2021.

_____
Allen L. Brown, Mayor

ATTEST:

_____
Heather Soyars, City Clerk

APPROVED:

_____
George Matteson, City Attorney

CITY OF TEXARKANA ARKANSAS
DEPARTMENT OF PUBLIC WORKS
216 WALNUT ST 71854-6024
P O BOX 2711 TEXARKANA ARKANSAS 75504-2711
PHONE (870) 779-4971 – FAX (870) 773-2395

MEMORANDUM

TO: Jay Ellington, City Manager

FROM: Mary L. Beck, City Planner

DATE: October 13, 2021

SUBJECT: Board of Directors Agenda item for 11-01-2021 – **Rezoning request** by Phillip Butler, to rezone property from C-3 Open display commercial to R-4 Medium residential. The property is located at 612 Thatcher Street and is a single commercial lot with three residential properties located on it.

REASON FOR REQUEST: Need to rezone the property in order to plat the land so the individual dwellings may become independent properties.

LEGAL DESCRIPTION:

The property is legally described as PT of Block 1, Lot 11, BROOKLAWN SUBDIVISION, Texarkana, Miller County Arkansas, and contains .34 acres more or less.

REASON FOR REQUEST: To enable the owner to plat the land into conforming legal residential lots to match the existing usage.

EXISTING LAND USES:

Site: Three single-family dwellings
North: Single family dwelling on 9th Street
East: Mini-storage warehousing
South: A lot containing a carport/rv shelter
West: vacant lot

EXISTING ZONING:

Site: C-3 Open-display commercial
North: C-3 Open-display commercial

PRESERVE AMERICA
Explore and Enjoy Our Heritage
www.arkansas.txkusa.org

South: C-3 Open-display commercial
East: C-3 Open-display commercial
West: C-3 Open-display commercial

COMPATIBILITY WITH EXISTING ZONING:

The long-term comprehensive plan shows this area commercial abutting single-family residential. Because it is near 9th Street it was zoned commercial property as part of a blanket zoning that extended some hundreds of feet, usually one block deep from major roadways. The dwellings on this property predate the current zoning and are adjacent to other residences, vacant land and commercial mini-ware housing. No conflicts are known to have resulted from this combination of land uses at this location. Because the square footage of the parcel is short of the required minimum for C-3 Open-display commercial zoning it is not a viable site to plat in the current zoning designation. The property is on a local street by designation of the MPO as a suitable roadway for residential traffic flow but less suitable for commercial traffic. The existing three single family houses are working well as a land use in this location so continued residential use of the property is seen as appropriate. Rezoning will allow for development of legal residential lots for these dwellings and will allow for individual sale of them. No conflicts are anticipated to result from rezoning although there is recognition of a spot zone. The rezoning is viewed more as a correctional step to provide more opportunities for home ownership as there is less demand for commercial land at this general location and more for residential land usage.

UTILITIES & TRANSPORTATION NETWORK:

Local : Thatcher Street

Collector: None

Arterial: None

Water: 6” water main located in Thatcher Street

Sewer: 6” sewer gravity main located Thatcher Street

Fire hydrant: The nearest fire hydrant is about 440’ from the property on the north side of 9th Street. The next nearest hydrant is 660’ (+)(-) south on Thatcher Street.

CONFORMANCE WITH APPLICABLE ORDINANCES AND/OR STATE STATUTES:

The *Arkansas Code of 1987 Annotated (14-56-422B)* requires the following – “All plans, recommended ordinances, and regulations shall be adopted through the following procedure for adoption of plans and regulations:

(A) The Planning Commission shall hold a public hearing on the plans, ordinances, and regulations proposed under this subchapter.

(B) Notice of public hearing shall be published in a newspaper of general circulation in the city, at least (1) time fifteen days prior to the hearing.

(2) Following the public hearing, proposed plans may be adopted, and proposed ordinance and regulations may be recommended as presented, or in modified form, by a majority vote of the entire commission.

(3) Following it adoption of plans and recommendation of ordinances and regulations, the commission shall certify adopted plans of recommended ordinances of and regulations to the legislative body of the city for its adoption.

(4) The legislative body of the city may return the plans and recommended ordinances and regulations to the commission for further study or rectification, or, by a majority vote of the entire membership, may, by ordinance or resolution, adopt the plans and recommended ordinances or regulations submitted by the commission. However, noting in this subchapter shall be construed to limit the city board's authority to recall the ordinances and resolutions by a vote of a majority of the council.

(5) Following adoption by the legislative body, the adopted plans, ordinances, and regulations shall be filed in the office of the City Clerk. The City Clerk shall file, with the county recorder of the counties in which territorial jurisdiction is being exercised such plans, ordinances, and regulations as pertain to the territory beyond the corporate limits.

The required notice was published in the Sunday, September 26, 2021 edition of the Texarkana Gazette. The City also notified eleven (11) adjacent property owners by regular postal mail within three hundred feet (300') as required by the *Texarkana, Arkansas Code of Ordinances*.

OPPOSITION:

None to date.

PLANNING COMMISSION CERTIFICATION:

The Planning Commission met on October 12, 2021 and on a motion to approve by Mr. Hickerson, seconded by Mr. Thomas, the motion carried on a roll call vote to certify a recommendation to the Board of Directors for rezoning 5-0 with no opposition and two absent:

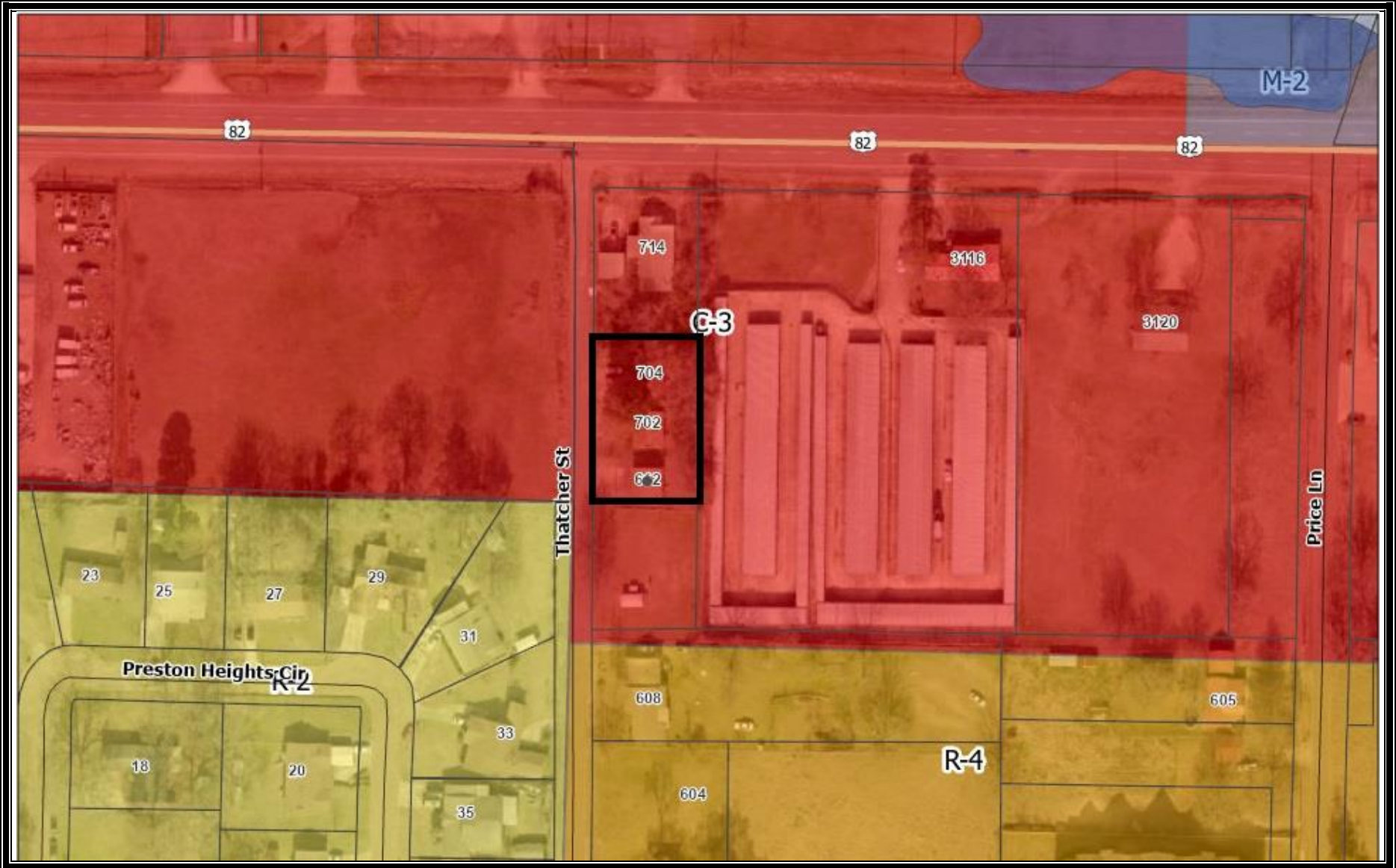
Adger Smith	Yes
Anderson Neal	Yes
George Coker	Absent
Bertha Dunn	Yes
Jason Dupree	Absent

Randall Hickerson	Yes
Clyde “Boots” Thomas	Yes

ACTION REQUESTED BY CITY BOARD OF DIRECTORS:

The City Board is requested to adopt an ordinance to rezone the property from C-3 Open-display commercial to R-4 Medium-density residential.

The *Arkansas Code of 1987 Annotated* requires every ordinance to be read three times before adoption. These three readings may all occur at the same meeting or at the second and third subsequent meetings after the first reading of the ordinance.



Prepared by the Planning Division for reference only

This Instrument Prepared By: Williams and Kemp
62 - Attorneys at Law
604 State Line Plaza
Texarkana, Arkansas 75502

PIONEER DEMOCRAT P. A. C. CO., LITTLE ROCK

WARRANTY DEED

FORM No. 844½
CLASS 2
Rev. 3/81

MARRIED PERSONS

288.75 X 100

Know All Men by These Presents:

THAT WE, Aubrey R. Williams and Gloria J. Williams, husband and wife, GRANTORS, for and in consideration of the sum of Ten and No/100 DOLLARS ($10.00), and other good and valuable consideration in hand paid by Jack T. Butler and Carolton Butler, husband and wife, GRANTEE.S., the receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey unto the said GRANTEE.S/, and unto their heirs and assigns forever, the following lands lying in Miller County, Arkansas:

All that certain tract or parcel of land being a part of Lot No. 11 of Brooklawn, a Subdivision of a part of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section Twenty-eight (28), Township Fifteen (15) South, Range Twenty-eight (28) West, in Miller County, Arkansas, according to the map or plat of said Subdivision recorded in Volume 74, Page 49 of the Plat Records of Miller County, Arkansas, and the subject tract being more particularly described by metes and bounds as follows: BEGINNING at a 1/2" iron pin for corner on the East line of said Lot No. 11, being North 121.00 feet from the Southeast corner of said Lot No. 11; THENCE: North, 288.75 feet with the East line of said Lot No. 11, to a 1/2" iron pin for corner set on the South right-of-way line of U. S. Highway No. 82, being 60 feet at right angles from the centerline of same; THENCE: West, 100.00 feet with the said South right-of-way, being 60 feet from and parallel to the centerline of said Highway, to a 1/2" iron pin for corner, being on the West line of said Lot No. 11; THENCE: South, 288.75 feet with the West line of said Lot No. 11, to a 1/2" iron pin for corner; THENCE: East, 100.00 feet, parallel to the South line of Lot No. 11, to the POINT OF BEGINNING and containing 0.663 acres of land, more or less, subject to such rights as may be vested in the public for the right-of-way of U. S. Highway No. 82 along the North boundary line and for the right-of-way of Thatcher Street along the West boundary line of said lands.

SUBJECT to all prior, valid rights-of-way, restrictive covenants, and oil, gas and other mineral conveyances, reservations or leases of record in Miller County, Arkansas.

To have and to hold the same unto the said GRANTEES/., and unto Jack T. Butler and Carolton Butler, husband and wife, their heirs and assigns forever, with all appurtenances thereunto belonging.

And we hereby covenant with said GRANTEE.S. that we will forever warrant and defend the title to the said lands against all claims whatever.

And we, the GRANTORS, Aubrey R. Williams and Gloria J. Williams, for and in consideration of the said sum of money, do hereby release and relinquish unto the said GRANTEE.S. all our rights of dower, curtesy and homestead in and to the said lands.

WITNESS our hands and seals on this 12th day of November, 19 85.

ARKANSAS DOCUMENTARY $49.50 0064830

ARKANSAS DOCUMENTARY $2.20 0494813

Aubrey R. Williams

Aubrey R. Williams

Gloria J. Williams

Gloria J. Williams

ACKNOWLEDGMENT

STATE OF ARKANSAS,
County of Miller } ss.

On this day, personally appeared before me Aubrey R. Williams

and Gloria J. Williams known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and official seal this 12th day of November, 19 85

My commission expires:

April 7, 1993
(SEAL)

Ellen Cates
ELLEN CATES Notary Public.

FILED FOR RECORD
ON 12 DAY Nov 19 85
AT 1:36 O'CLOCK P M.
JUDY C. LANGLEY
Deputy

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.

Karlton H. Kemp Jr. Agent
Grantee or Agent

Rt. 7, Box 572 E3
Grantee's Address

Texarkana, Arkansas 75502
City and State

2012R007059 2
2012R007059
MARY PAINKEY
MILLER COUNTY CIRCUIT CLERK
TEXARKANA, AR
RECORDED ON
06/25/2012 08:02:53AM
REC FEE: 20.00
PAGES: 2

This Instrument Prepared By: Karlton H. Kemp, Jr., Attorney at Law
P. O. Box 53, Texarkana, Arkansas 75504
Arkansas State Bar Card No. 75369

AFFIDAVIT

We, Phillip Butler and Sam Butler, after first being duly sworn, state on oath as follows:

That Jack T. Butler, Jr., also known as Jack Butler, and Carolton Butler, husband and wife, were the owners of the following described lands as tenants by the entirety:

Tract I:
3.14 acres of land, more or less, being a part of the North One-half of the South One-half of the Southeast Quarter of the Northeast Quarter (N 1/2 S 1/2 SE 1/4 NE 1/4) of Section Thirty-five (35), Township Fifteen (15) South, Range Twenty-eight (28) West, Miller County, Arkansas. (Parcel No. 00385801)

1.00 acre of land, more or less, being part of the South One-half of the North One-half of the Southeast Quarter of the Northeast Quarter (S 1/2 N 1/2 SE 1/4 NE 1/4) of Section Thirty-five (35), Township Fifteen (15) South, Range Twenty-eight (28) West, Miller County, Arkansas. (Parcel No. 00385603)

Tract III:
The North 138.75 feet of Lot Numbered Eleven (11) in Block Numbered One (1) of Brooklawn Addition to the City of Texarkana, Miller County, Arkansas. (Parcel No. 1710100)

Tract IV:
1.00 acre of land, more or less, being a part of Lots Numbered Five (5), Six (6), and Seven (7) in Block Numbered One (1) of Brooklawn Addition to the City of Texarkana, Miller County, Arkansas. (Parcel No. 1710192)

That Carolton Butler died on October 21, 2008, at Texarkana, Bowie County, Texas. Upon the death of Carolton Butler, the above described lands vested in Jack T. Butler, Jr., also known as Jack Butler, as the surviving tenant by the entirety.

That Jack Butler died testate on November 8, 2011, at Texarkana, Miller County, Arkansas. The Will of Jack Butler was admitted to probate in Miller County, Arkansas, in Cause No. PR-2011-258-3. That the will of Jack Butler gave and devised the above property to his two sons, Phillip Butler and Sam Butler, and they are now the owners of the above described lands.

The above described lands should now be assessed in the names of Phillip Butler and Sam Butler. The address to be used for the assessments will be 1215 Rolling Ridge Drive, Texarkana, Arkansas 71854, which is the address for Phillip Butler.

Dated this the 22nd day of June, 2012.

Phillip Butler

Phillip Butler

Sam Butler

Subscribed and sworn to before me, a Notary Public, this the 22nd day of June, 2012.

Notary Public

STATE OF ARKANSAS
COUNTY OF MILLER

ACKNOWLEDGMENT

to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the consideration and purposes therein contained.

WITNESS my hand and official seal this the 22nd day of June, 2012.

Notary Public