



## Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

**Agenda - Monday, April 18, 2022 - 6:00 PM**

Call to Order

Roll Call

Invocation given by Mayor Allen Brown

Pledge of Allegiance led by Police Chief Kristi Bennett

### **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. Texarkana Arkansas Police Department 2022 Strategic Plan Presentation. (TAPD) Chief Kristi Bennett

### **CONSENT**

2. Approval of the minutes of the regular meeting April 4, 2022. (CCD) City Clerk Heather Soyars
3. Adopt a Resolution authorizing the City Manager to purchase a Control System from Montgomery Technology Inc., for the Bi-State Justice Building Jail. (Bi-State) Building Maintenance Manager Kristine Barron

### **REGULAR**

4. Adopt a Resolution to accept the 2021 audit engagement letter prepared by the accounting firm BKD, LLP. (FIN) Finance Director TyRhonda Henderson
5. Adopt a Resolution granting permission to the City Manager to submit the applications of four lots of land to the Commissioner of State Lands Urban Homestead Act 1009 of 1993. (Admin) City Manager E. Jay Ellington

6. Adopt an Ordinance authorizing a Temporary Fuel Surcharge be added to the Texarkana Water Utilities bill for Waste Haulers. (PWD) Public Works Director Tyler Richards

*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.*

#### **EXECUTIVE SESSION**

7. Adopt a Resolution making appointments to the Board of Adjustment and the Historic District Commission. (CCD) City Clerk Heather Soyars

#### **BOARD OF DIRECTORS' COMMENTARY**

#### **CITY MANAGER REPORT**

**NEXT MEETING DATE: Monday, May 2, 2022**

#### **ADJOURN**

#### **2022 City Calendar**

**Dance Fitness - Texarkana Rec Center - Tuesdays - 6-8PM**

**Twin City Meat Up & 5K - Friday & Saturday, April 22nd - 23rd**

**Food Truck Festival - Bobby Ferguson Park - Saturday, April 30th - 10AM - 8PM**

**Twin City Black History Association Parade - Saturday, April 30th - 10AM - noon**

**Gateway Farmers Market – Opening Saturday, May 7th - 7AM - noon**

**Four States Auto Museum Annual Spring Car Show - Saturday, May 7, 2022 –  
8AM - 3:30PM**

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

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

**45th Anniversary of Smokey and the Bandit Run - Sunday, May 22, 2022 - 10AM - 4PM**

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

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



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Texarkana Arkansas Police Department 2022 Strategic Plan Presentation. (TAPD) Chief Kristi Bennett

**AGENDA DATE:** April 18, 2022

**ITEM TYPE:** Ordinance  Resolution  Other : Presentation

**DEPARTMENT:** TAPD

**PREPARED BY:** Chief Kristie Bennett

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**REQUEST:** Presentation

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** 2022 Strategic Plan

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**EXPENSE REQUIRED:**

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**AMOUNT BUDGETED:**

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**APPROPRIATION  
REQUIRED:**

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**RECOMMENDED  
ACTION:**

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**EXHIBITS:**

***TAPD***  
***STRATEGIC PLAN***  
***2022***

***JANUARY 1, 2022***

*Plans and Objectives*

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# **The Texarkana Arkansas Police Philosophy**

In order to fulfill the mission of the Texarkana Arkansas Police Department, every member of the Department must continually direct his/her efforts towards the pursuit of the following:

Our employees are the most important part of the organization, and supervisors should constantly strive to help them in their job performance and development;

It is our responsibility as police officers to help people and provide assistance at every opportunity presented to us;

We, as a law enforcement agency, have a responsibility to change citizen attitudes concerning public safety. We encourage community support in the suppression of crime;

Recover stolen property and return it to its rightful owners whenever possible;

Voluntary compliance with city ordinances and traffic law through public information education programs;

Aggressively responding to criminal activity throughout all areas of Texarkana, Arkansas in a manner consistent with safeguarding the rights of all citizens; and

Police managers and supervisors should set the standard by maintaining the highest degree of integrity and professionalism from all employees.

# ***STRENGTHS & WEAKNESSES***

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## ***STRENGTHS***

- ✿ Wealth of knowledge and experience
- ✿ Parity issue no longer a primary concern of leadership
- ✿ Building Community & City Relationships
- ✿ Young group of personnel
- ✿ Transparency
- ✿ New leadership
- ✿ Favorable days off in all divisions

## ***WEAKNESSES***

- ✿ Fail to improve supervisor to subordinate leadership and interaction
- ✿ Consistency in disciplinary process
- ✿ Favoritism
- ✿ Stuck in old ways
- ✿ Lack of opportunities to experience different job assignments and strengthen skillsets

## ***Purpose of the Strategic Plan***

Identifies the needs of the agency and establishes a plan to reach a common goal.

# TEXARKANA ARKANSAS POLICE DEPARTMENT YEAR 2022

## KEY RESULT AREAS & GOALS

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### KRA 1: OPERATIONS

**Goal #1:** *Evaluate, update, and improve current fleet CAD system (Motorola)*

<u>STRATEGIES</u>	<u>RESPONSIBLE</u>	<u>DATE</u>
1. Purchase and outfit patrol vehicles, admin vehicles, and CID vehicles <ul style="list-style-type: none"><li>• 4 Admin Vehicles purchased through (2021 Budget Adjustment)</li><li>• 2022 Budget (\$250,000 for purchase of 5 equipped vehicles)</li><li>• Less Lethal Shotgun project (Class Completion)</li></ul>	Captain Atchley	End of 1 <sup>st</sup> Quarter
2. Continuing to Identify all TAPD fleet vehicles that will be surplus. The fleet has been reduced from 108 to 71 with an additional 16 waiting to be sold.	Lt. Megason	End of 4 <sup>th</sup> Quarter

**Goal #2:** *Create a program setting guidelines to offer opportunities to experience different job assignments and strengthen skills.*

<u>STRATEGIES</u>	<u>RESPONSIBLE</u>	<u>DATE</u>
1. Establish Policy and Procedures setting guidelines for job enrichment through specifically defined temporary job assignments <ul style="list-style-type: none"><li>• Define Job enrichment assignments</li><li>• Set guidelines related to Assignments</li><li>• Establish assignment time frames</li><li>• Create Policy related to Officer Enrichment</li></ul>	Captain Jordan	End of 2 <sup>nd</sup> Quarter

**Goal #3:** *Creation and crime suppression and specialized event unit*

<u>STRATEGIES</u>	<u>RESPONSIBLE</u>	<u>DATE</u>
1. Create a specialized crime unit to assist patrol and CID with any specific issues. Special Operations assignments. Schedule designed to maximize officers on the street to support patrol and other agency elements. Work during shift change to facilitate emergency calls. (Not designed to take patrol reports unless under special circumstances.)		Personnel Dependent



# ***TEXARKANA ARKANSAS POLICE DEPARTMENT YEAR 2022***

## **PATROL**

**Goal #4:**      *Work Accountability and Performance Standard.*

<u><b>STRATEGIES</b></u>	<u><b>RESPONSIBLE</b></u>	<u><b>DATE</b></u>
<ul style="list-style-type: none"> <li>• Develop and utilize a new Patrol Activity Sheet to maintain officer activity/productivity.</li> </ul>	Captain Gladden	Completed
<ul style="list-style-type: none"> <li>• Compile and distribute regular activity summaries ranking officers' performance in specific duties.</li> </ul>	Lieutenants	Completed
<ul style="list-style-type: none"> <li>• Develop and maintain supervisor minimum standards.</li> </ul>	Captain Gladden	End of 2 <sup>nd</sup> Quarter
<ul style="list-style-type: none"> <li>• Provide regular guidance and feedback on officers' work quality and time management based on acceptable police practices and established standards.</li> </ul>	Sergeants	Ongoing Process

**Goal #5:**      *Continue developing the FTO program for Agency Excellence. The future of the Texarkana Police Department begins with the Field Training Program.*

<u><b>STRATEGIES</b></u>	<u><b>RESPONSIBLE</b></u>	<u><b>DATE</b></u>
<ul style="list-style-type: none"> <li>• Focus on the FTO as an agent for cultural change within the police department by introducing standards and conditions that become the norm when recruit officers complete field training.</li> </ul>	Captain Gladden	Ongoing Process
<ul style="list-style-type: none"> <li>• FTOs will be top performers among their peers as established by the quality of work they individually produce on a daily basis.</li> </ul>	FTO's	Ongoing Process

# **TEXARKANA ARKANSAS POLICE DEPARTMENT YEAR 2022**

**Goal #6:** *Improve officer arrest skills and survival tactics above the current training level. A highly trained police officer is a safe police officer for all involved.*

<u>STRATEGIES</u>	<u>RESPONSIBLE</u>	<u>DATE</u>
<ul style="list-style-type: none"> <li>Develop and implement an ongoing voluntary Officer Arrest Tactics and Officer Survival training curriculum.</li> </ul>	Captain Gladden Sergeant King	Ongoing Process
<ul style="list-style-type: none"> <li>Off duty classes to develop officers' skills above the level provided by annual department training.</li> </ul>	Every Patrol Officer	Ongoing Process
<ul style="list-style-type: none"> <li>Extend this training to other LE officers in the area.</li> </ul>	Captain Gladden Sergeant King in conjunction with Training Division	Ongoing Process

**Goal #7:** *Examine officers' duty assignments and adjust personnel assignments. Well-rounded patrol officers are essential to having an effective patrol division.*

<u>STRATEGIES</u>	<u>RESPONSIBLE</u>	<u>DATE</u>
<ul style="list-style-type: none"> <li>Officers whose duty assignments have been primarily on one shift or in one assignment may be moved or reassigned for the purpose of job enrichment</li> </ul>	Lieutenants	End of 4 <sup>th</sup> Quarter
<ul style="list-style-type: none"> <li>To provide officers and leadership with the opportunity to develop interpersonal relationships with different personnel and to introduce different policing skills, techniques, styles.</li> </ul>	Lieutenants	End of 4 <sup>th</sup> Quarter

# TEXARKANA ARKANSAS POLICE DEPARTMENT YEAR 2022

## KEY RESULT AREAS & GOALS

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### KRA 2: TRAINING

2020, TAPD logged over 4,000 hours of training for the year.

2021, TAPD logged over 10,000 hours of training for the year.

TAPD logs more advanced training hours than any other state agency

#### Goal #1: *Advanced and Specialized Training for Officers*

<u>STRATEGIES</u>	<u>RESPONSIBLE</u>	<u>DATE</u>
<ul style="list-style-type: none"><li>Establish a Career path for promotion by identifying courses of instruction and training that has proven to develop young officers into becoming leaders in the agency.</li><li>The second component of developing future leaders is by establishing a job rotation policy where patrol officers who have demonstrated their ability to meet and exceed established standards are temporarily assigned to the Criminal Investigation Division and Special Operations Division for 1 year intervals.</li></ul>	Training Division	Ongoing Process
<ul style="list-style-type: none"><li>Establish a spreadsheet of officer requested training of choice that would be completed over a two years</li></ul>	Training Division	Ongoing Process
<ul style="list-style-type: none"><li>Identify a leadership training program to begin sending personnel to begin at the officer level and continued throughout the ranks.</li></ul>	Training Division	Ongoing Process

#### Goal #2: *Establish an outside agency training program*

<u>STRATEGIES</u>	<u>RESPONSIBLE</u>	<u>DATE</u>
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# TEXARKANA ARKANSAS POLICE DEPARTMENT YEAR 2022

- Promote TAPD training facilities for outside agencies to offer and enhance beneficial training. Continue to host SWAT schools. Begin developing other classes to include Defensive/Arrest tactics, Firearms and Officer Wellness.
Training Division
Ongoing Process

## Goal #3: Leadership Training

<u>STRATEGIES</u>	<u>RESPONSIBLE</u>	<u>DATE</u>
<ul style="list-style-type: none"> <li>Identify unique ways to expand and enhance opportunities for officers to develop their interest and inclination towards future leadership positions.</li> <li>Develop a leadership courses/curriculum to be taught to all supervisors of the agency. These courses will cover different aspects of leadership qualities, styles (Servant and Transformational), critical thinking, conflict resolution, problem solving, communication, etc.</li> </ul>	All of leadership	On-going Process

## Goal #4 Establish Disciplinary Matrix

<u>STRATAGIES</u>	<u>RESPONSIBLE</u>
<ul style="list-style-type: none"> <li>Develop comprehensive disciplinary guidelines that identify 5 levels of policy, rules, or procedure violations.</li> <li>Each type of policy violation would be identified under one or all levels of the disciplinary matrix and the consequence of the action would be measured by the number of times and the specific rule, policy or procedure that had been violated.</li> </ul>	<p>Captain Jordan</p> <p>End of 2<sup>nd</sup> Quarter</p>

## ***TEXARKANA ARKANSAS POLICE DEPARTMENT YEAR 2022***

- The matrix would identify how long the most recent violation would be held until the next level of the same violation were counted.
- Expectations for the level of discipline to be carried out for each level of violation and the number of occurrences then becomes known to the officers.
- This policy will hopefully eliminate the perception of inconsistency in discipline.

# TEXARKANA ARKANSAS POLICE DEPARTMENT YEAR 2022

## KEY RESULT AREAS & GOALS

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### KRA 3: Recruitment & Retention

**Goal #1:** *Identify and locate quality applicants.*

<u>STRATEGIES</u>	<u>RESPONSIBLE</u>	<u>DATE</u>
<ul style="list-style-type: none"><li>• What defines a qualified applicant? One with the highest standard of honesty, integrity, and credibility.</li></ul>	All personnel are Recruiters	
<ul style="list-style-type: none"><li>• Expand TAPD recruitment reach to outside State of Arkansas for certified officers</li></ul>	Ongoing Process until full staff of 82 officers	
<ul style="list-style-type: none"><li>• Maintain competitive salaries and benefits.</li></ul>		
<ul style="list-style-type: none"><li>• Create a professional image and cohesive workplace</li></ul>		

**Goal #2:** *Create a recruitment team and establish relationships with known applicant rich environments.*

<u>STRATEGIES</u>	<u>RESPONSIBLE</u>	<u>DATE</u>
<ul style="list-style-type: none"><li>• Continue to develop the recruitment team</li></ul>	Sergeant Cockrell	
<ul style="list-style-type: none"><li>• Establish a relationship with area Military bases</li></ul>	Sergeant Cockrell	
<ul style="list-style-type: none"><li>• Social Media Marketing</li></ul>	Corporal Pilgreen	
<ul style="list-style-type: none"><li>• Identify new ideas and approach to recruiting strategy – different pay concepts – bonuses – lateral transfer pay – relocation pay</li></ul>		

# TEXARKANA ARKANSAS POLICE DEPARTMENT YEAR 2022

**Goal #3:** *Create a Cadet Program for 18-20 year old adults.*

<u>STRATEGIES</u>	<u>RESPONSIBLE</u>	<u>DATE</u>
<ul style="list-style-type: none"><li>Foster home grown applicants through local colleges</li></ul>	Services Division	2022
<ul style="list-style-type: none"><li>Train the Cadets in all Divisions of the Police Department</li></ul>	Services Division	2022

## KEY RESULT AREAS & GOALS

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### **KRA 4: COMMUNITY INVOLVEMENT**

**Goal #1:** *Continue community involvement on an on-going basis.*

<u>STRATEGIES</u>	<u>RESPONSIBLE</u>	<u>DATE</u>
<ul style="list-style-type: none"><li>Continue outreach programs. Citizens Police Academy February-March</li></ul>	Pilgreen/ Yonts	On-going
<ul style="list-style-type: none"><li>Establish Presence at Washington Community Center</li></ul>	Yonts	On-going
<ul style="list-style-type: none"><li>Strengthen community relationships.</li></ul>	TAPD	On-going
<ul style="list-style-type: none"><li>Strengthen city partnerships.</li></ul>	TAPD	On-going



## CITY OF TEXARKANA, AR BOARD OF DIRECTORS

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<b>AGENDA TITLE:</b>	Approval of the minutes of the regular meeting April 4, 2022. (CCD) City Clerk Heather Soyars
<b>AGENDA DATE:</b>	April 18, 2022
<b>ITEM TYPE:</b>	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Minutes
<b>DEPARTMENT:</b>	City Clerk Department
<b>PREPARED BY:</b>	Heather Soyars, City Clerk
<b>REQUEST:</b>	Approval of meeting minutes.
<b>EMERGENCY CLAUSE:</b>	N/A
<b>SUMMARY:</b>	Approval of meeting minutes
<b>EXPENSE REQUIRED:</b>	N/A
<b>AMOUNT BUDGETED:</b>	N/A
<b>APPROPRIATION REQUIRED:</b>	N/A
<b>RECOMMENDED ACTION:</b>	The City Clerk recommends Board approval.
<b>EXHIBITS:</b>	Meeting minutes.





## Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

**Minutes - Monday, April 04, 2022 - 6:00 PM**

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

PRESENT: Mayor Brown, Ward 1 Director Terry Roberts, Ward 2 Director Laney Harris, Ward 3 Assistant Mayor Steven Hollibush, Ward 4 Director Ulysses Brewer, and Ward 6 Director Jeff Hart.

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

ABSENT: Ward 5 Director Barbara Miner.

Invocation given by Assistant Mayor Steven Hollibush.

Pledge of Allegiance led by Fire Chief David Fletcher.

### **CITIZEN COMMUNICATION**

No one came forward

### **PRESENTATION(S)**

1. Texarkana Public Library Presentation. (ADMIN) Library Director Jennifer Strayhorn
2. Presentation of the City of Texarkana, Arkansas Employee Service Awards. (CCD) Heather Soyars

The Arkansas Municipal League awarded Rachel Hopkins a certificate for completing Basic Grant Writing and Management Training.

Scott Megason	TAPD	30 Years
Dara Cornett	TAPD	20 Years
Mary Beck	City Planner	15 Years
Adam Benton, Jr.	TWU	15 Years
Larry Bradshaw	TWU	15 Years
Quincy Hubbard	TWU	10 Years
Stanley Kowzic	TWU	15 Years
Mundang Johnson	TWU	10 Years

## **CONSENT**

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

3. Approval of the minutes of the regular meeting March 21, 2022. (CCD) City Clerk Heather Soyars
4. Resolution No. 2022-25 authorized the City Manager to enter into a contract with A.L. Franks Engineering for the design of Tennessee Road, Meadows Road, and Union Road Improvements. (PWD) Public Works Director Tyler Richards
5. Resolution No. 2022-26 authorized the City Manager to purchase a TIGER Boom Rotary Mower for the Public Works Department Streets Division. (PWD) Public Works Director Tyler Richards
6. Resolution No. 2022-27 authorized the City Manager to purchase Nutanix Hyper-Converged Infrastructure Solution to be utilized as server hosting by the Texarkana Water Utilities (TWU) for both cities of Texarkana, Arkansas, and Texarkana, Texas. (TWU-IT) IT Manager Brandon Uselton

## **REGULAR**

7. Resolution No. 2022-28 amended the 2022 American Rescue Plan Act (ARPA) Budget for inclusion of specific street projects. (FIN) Finance Director TyRhonda Henderson
  - Rolling Ridge - \$436,000
  - Dudley Ave - \$615,000
  - Jefferson Ave (12<sup>th</sup> to 18<sup>th</sup>) - \$220,000
  - Stallion Dr - \$138,000
  - Woodland Rd. - \$390,000
  - Sanderson Ln (I30 to Sugarhill Rd.) - \$456,000
  - Boyd Rd. - \$680,000

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

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

No one came forward.

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

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

8. Ordinance No. 11-2022 rezoned a tract of land located in the 600 block of Meadows Road from R-2 Single-family residential to A-1 Mixed use rural zoning, in order to build a shop before building the house. (Barr) (Ward 3) (PWD-Planning) City Planner Mary Beck

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

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

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

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

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

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

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

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

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

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

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

No one came forward.

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

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

9. Ordinance No. 12-2022 rezoned a tract of land located at 91 S. Valley Drive from R-1 Rural residential to A-1 Mixed use rural zoning, in order to build a shop before building the house. (Kegley) (Ward 1) (PWD-Planning) City Planner Mary Beck

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

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

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

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

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

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

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

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

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

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

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

No one came forward.

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

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

10. Ordinance No. 13-2022 rezoned a tract of land located at 5706 Four States Parkway from R-1 Rural residential to O-1 Office quiet commercial. (Asbille) (Ward 6) (PWD-Planning) City Planner Mary Beck

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

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

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

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

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

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

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

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

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

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

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

No one came forward.

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

The motion carried 6-0 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 enact the emergency clause made by Director Hart, Seconded by Director Brewer.

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

No one came forward.

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

The motion carried 6-0 and the Mayor declared the emergency clause enacted.

11. Ordinance No. 14-2022 granted the request for prerequisite municipal approval of a private club application on behalf of Hector Leal for the Cattlemen's Club, Inc., at 4018 N. Stateline Avenue. (CCD)

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

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

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

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

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

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

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

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

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

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

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

No one came forward.

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

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

*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. (Hdbk. Const. Amend 7)*

Motion to enact the emergency clause made by Director Hart, Seconded by Director Roberts.

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

No one came forward.

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

The motion carried 6-0 and the Mayor declared the emergency clause enacted.

### **BOARD OF DIRECTORS' COMMENTARY**

Mayor Brown said April 13, 2022, the Arkansas Governor, Asa Hutchinson and Secretary of Commerce, Mike Preston would be in town for a press conference to announce the Arkansas Economic Development Commission designated Texarkana as an Arkansas competitive community and the REDI Arkansas Manufacturing Center received site certification.

### **CITY MANAGER REPORT**

City Manager E. Jay Ellington gave the following report:

- He said the Animal Care and Adoption Center (ACAC) held a public forum and forty-eight citizens and three Directors were present.
- He met with several downtown property owners to discuss the Front Street Plaza.
- He attended the Arkansas Municipal League Conference in Little Rock, Arkansas, last week along with Director Harris and Assistant Mayor Hollibush.
- At the end of April, he would attend a City Manger Meeting in Arkadelphia, Arkansas.
- The State of the City was last week, it was well received and well attended by the community.
- The Annual Chamber of Commerce Banquet would be held this Friday, April 8, 2022.

**NEXT MEETING DATE: Monday, April 18, 2022**

### **ADJOURN**

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

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

The motion carried 6-0 and the meeting adjourned at 6:49 PM.

**APPROVED** this the 18<sup>th</sup> day of April 2022.

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Allen L. Brown, Mayor

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Heather Soyars, City Clerk



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE: Control** Adopt a Resolution authorizing the City Manager to purchase a Control System from Montgomery Technology Inc., for the Bi-State Justice Building Jail. (Bi-State) Building Maintenance Manager Kristine Barron

**AGENDA DATE:** April 18, 2022

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Bi-State Maintenance

**PREPARED BY:** Kristine Barron

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**REQUEST:** Replace jail control system.

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** This is to replace the current outdated control system for the Bi State Jail. The Bi-State budget was approved for \$131,000 Capital originally, but after checking the quote several items were not needed and we were able to lower the quote to \$62,000 (savings of \$69,000).

This is a sole source manufacturer of the MTI control system and its components which is also the provider for the Bowie County Detention Facility.

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**EXPENSE REQUIRED:** \$62,000

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**AMOUNT BUDGETED:** \$131,000

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**APPROPRIATION  
REQUIRED:**

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

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**EXHIBITS:** Resolution and quote

# RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, the control system for the Bi-State Jail is outdated; and

**WHEREAS**, as evidenced by that letter of March 28, 2022, Montgomery Technology, Inc., (MTI) is the sole source provider of a replacement system that will interface with the systems at the Bowie County Jail; and

**WHEREAS**, the cost of a replacement system from MTI is \$62,000.00; 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 of the replacement control system as described above and, on the terms set forth above, is approved and, further, that this Resolution shall constitute the proclamation setting forth the basis of single source procurement as contemplated by Ark. Code Ann. Sec 14-58-104 and a copy of this Resolution shall be placed on file with the City Clerk.

**PASSED AND APPROVED** this 18<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
Allen L. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
George Matteson, City Attorney





Sensible, Reliable Installations and Service

Pre Reg  
Capital

March 28, 2022

Subject:  
MTI Control System – Sole Source

7380  
501-171-54001  
72238

To Whom It May Concern,

Montgomery Technology Systems, LLC (MTS) has proposed a Montgomery Technology, Inc. (MTI) control system computer upgrade for the Bowie County Courthouse, TX. The computer upgrades will integrate with the MTI control system currently installed at the Bowie County Detention Facility.

Note: Networking will be needed between buildings to provide the integration feature between the courthouse and detention facility.

If another Systems Integrator were to attempt to upgrade and interface the systems, the system at the county jail would have to be completely replaced at a significantly higher cost to the County/State.

Montgomery Technology, Inc. is the sole source manufacturer of the MTI control system and its components.

If you have any questions, or would like further information, please do not hesitate to call us.

Sincerely,

John Findley



RECEIVED  
3/8/22

RECEIVED  
3/8/22  
March 8, 2022

**Bowie County, TX**

## **CONTROL SYSTEM REPLACEMENT**

### **Control System**

MTS will provide and install a Montgomery Technology Inc. (MTI) Firefly Control System to replace the existing locking and intercom control system. MTS has accounted for forty-nine (49) existing swing doors, twelve (12) existing sliding doors, and twenty-eight (28) existing intercoms, based on site visits and existing documents.

MTS will provide and install one (1) Touchscreen Central Control Station to replace the existing control stations. Control station consists of a HP EliteDesk 800 G6 Small Form Factor computer running Windows 10 and MTI ProVision software, a 32" Elo Touchscreen for controls, microphone, and desk top speakers for intercommunications.

MTS will provide and install new MTI 81622 locking termination boards and Omron G2R relays for the locking system. MTS will provide and install new MTI 81222D dry contact termination boards for the switch input system.

MTS will provide and install new MTI 81129-1 audio termination boards and MTI 91743 digital amplifiers for the intercom system.

MTS will reuse all existing millwork, field devices, intercoms, pod control boxes, door hardware, termination cabinets, and device cabling as is unless otherwise noted. MTS will assist the facility in troubleshooting problems with existing field devices. Once an existing field device or cable is found to be defective, it will be the facility's responsibility to repair or replace the existing device.

### **UPS System**

MTS will provide and install a new UPSs for all the new control stations. A Eaton on-line UPS system will be utilized. The UPS system will be sized to provide fifteen (15) minutes of run time for all systems included in this quote.

### **Networking**

MTS will provide and install HP 2930F series network switches as needed to provide a connection for all network enabled devices. New Cat6 cable will be provided and installed for all copper network connections. MTS will provide and install patch panels as needed for copper terminations.

### **Equipment Racks/Cabinets**

The new control system equipment, cabling termination equipment, networking equipment, servers, etc. will be installed in existing equipment rooms. Existing equipment cabinets/racks will be reused as is for housing all new equipment. MTS has accounted for one (1) existing equipment



room in the Main Control Room building and one (1) new rack mounted under the counter at Central Control.

#### **Lead Times and Submittals**

MTS will provide submittals within ten (10) weeks of receipt of contract or purchase order. Upon receipt of approved submittals and first payment, MTS will order all material and schedule the installation of the project.

Material lead times are eight (8) weeks. However, material lead times can be affected by forces outside of MTS' control (i.e. material shortages). If the material lead times are longer than stated, MTS will advise at the time the material is ordered.

MTS will complete the control system upgrade installation within six (6) weeks of material arriving onsite.

#### **Training**

MTS has included four (4) hours of onsite training to be performed at project completion. Training will be conducted during normal business hours (M-F 7:00 am to 5:00 pm). Free factory training for the life of the system is included. Classes are provided on a regular basis at MTS' facility in Greenville, Alabama.

#### **Training Approach**

MTS desires that all of its customers have the knowledge to maintain their system with minimal support required from outside sources. We provide hands on training which will enable the operators to use the system as designed and allow maintenance personnel to efficiently maintain the system. Operators will be trained on the functionality of the control and viewing stations. Maintenance personnel will be trained on how to provide preventative and reactive maintenance for all systems provided.

#### **Service and Support**

MTS takes pride in our customer support. We offer free phone technical support during normal business hours. MTS' toll free number is 1-800-392-8292. MTS also offers remote web support (if allowed by facility), after hours technical support, onsite service on a case by case basis, or full-service maintenance contracts. We want the facility owner to be able to pick what level of support they are comfortable with. We do not force owners into costly maintenance contracts/agreements. After training, our clients are able to trouble shoot problems themselves using our free phone technical support during normal business hours. Some of our clients choose to purchase full-service maintenance contracts with monthly or quarterly service trips. Emergency trips can also be included in maintenance contracts.

#### **Response Times**

Phone technical support response times during normal business hours is typically within fifteen (15) minutes. Assuming that a service agreement is in place or that a purchase order is available



at the time of contact, MTS' typical response is eight (8) business hours. Faster response times, including for after-hours calls, are available with an appropriate service contract.

**Warranty**

MTS provides the manufacturers standard warranty that all products are to be free of defects in material and workmanship for a period of one (1) year from date of substantial completion. Conditions of the warranty apply only to materials supplied as part of this quote. MTS is not responsible for damage caused by neglect or abuse by others who have gained access to the equipment. Warranty does not cover damage by acts of God.

**Support and Maintenance**

MTS offers standard and extended maintenance agreements. Please see attached details for maintenance agreement options which can begin following completion of the one (1) year warranty period.

**Base Pricing**

MTS is pleased to provide the above systems for a total of \$62,000.00

*\*Bonding is included in pricing.*

*\*\* Material Taxes at 8.25% have been accounted for in pricing.*

If I can be of any assistance or answer any questions, please do not hesitate to call me at 800-392-8292.

Sincerely,  
Christopher Slagley



## CITY OF TEXARKANA, AR BOARD OF DIRECTORS

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<b>AGENDA TITLE:</b>	Adopt a Resolution to accept the 2021 audit engagement letter prepared by the accounting firm BKD, LLP. (FIN) Finance Director TyRhonda Henderson
<b>AGENDA DATE:</b>	April 18, 2022
<b>ITEM TYPE:</b>	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
<b>DEPARTMENT:</b>	Finance Department
<b>PREPARED BY:</b>	TyRhonda Henderson, Finance Director

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<b>REQUEST:</b>	N/A
<b>EMERGENCY CLAUSE:</b>	N/A

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<b>SUMMARY:</b>	This item is to approve a letter of engagement with the firm BKD, LLP to conduct the City of Texarkana, Arkansas' and the Bi-State Justice Center's 2021 Annual Audit and preparation of the Annual Comprehensive Financial Report. They are experienced in conducting Government Audits and are also used by other cities within the state of Arkansas as well as other cities throughout the United States. The fee for their services is \$103,500 for audits of the financial statements for the City and BiState, with an additional fee of \$5,000 for one major program audited under Uniform Guidance. The City Manager and Finance Director recommend approving a one-year letter of engagement. The one-year engagement is a 5% increase from 2020 to 2021.
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<b>EXPENSE REQUIRED:</b>	\$108,500
<b>AMOUNT BUDGETED:</b>	\$108,500
<b>APPROPRIATION REQUIRED:</b>	\$0

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<b>RECOMMENDED ACTION:</b>	City Manager and staff recommend approval
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<b>EXHIBITS:</b>	Resolution and Engagement Letter
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# RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, the firm BKD, LLP, has submitted a letter of engagement to conduct annual audits for the City of Texarkana, Arkansas, and the Bi-State Justice Center for 2021; and

**WHEREAS**, BKD, LLP, has experience with conducting such audits and similar governmental audits, including audits for other cities within the state of Arkansas and throughout the United States; and

**WHEREAS**, the City Manager and Finance Director recommend approving a one-year engagement with a 5.0% increase from 2020 to 2021 for \$103,500.00, and \$5,000.00, for the anticipated one major program audited under Uniform Guidance; and

**WHEREAS**, the City Manager and staff recommend board approval;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is authorized and directed to enter into a letter of engagement with BKD, LLP, in the total amount of \$108,500.00.

**PASSED AND APPROVED** this 18<sup>th</sup> day of April, 2022.

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Allen L. Brown, Mayor

**ATTEST:**

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Heather Soyars, City Clerk

**APPROVED:**

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George Matteson, City Attorney

April 6, 2022

Honorable Mayor and Board of Directors  
Mr. E. J. Ellington, City Manager  
Ms. TyRhonda Henderson, Finance Director  
CITY OF TEXARKANA, ARKANSAS  
216 Walnut Street  
Texarkana, Arkansas 71854-6065

We appreciate your selection of **BKD, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you **Unmatched Client Service<sup>®</sup>**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

### Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

CITY OF TEXARKANA, ARKANSAS (the City)

- Audit Services for the year ended December 31, 2021.
- Attestation Examination Services for the year ended December 31, 2021

BI-STATE JUSTICE CENTER (the Center)

- Audit Services for the year ended December 31, 2021.

### Engagement Fees

The fee for our services will be \$103,500 for the audits of the financial statements of the City and the Center, and \$5,000 for anticipated one major program audited under Uniform Guidance. The above fees include travel costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as software licensing, user access, and research tools, and similar expense items.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt.

**Additional Costs Related to Implementing New Standards**

Assistance and additional time as a result of the adoption of new standards, such as those listed in the attached **New Auditing and Accounting Standards**, are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

**Contract Agreement**

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

**BKD, LLP**



Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services and Terms and Conditions Addendum**, on behalf of CITY OF TEXARKANA, ARKANSAS and BI-STATE JUSTICE CENTER.

BY \_\_\_\_\_  
Allen L. Brown, Mayor

DATE \_\_\_\_\_

BY \_\_\_\_\_  
E. J. Ellington, City Manager

DATE \_\_\_\_\_



### Scope of Services

The following apply for all services:

**Assistance** Our timely completion of services depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in untimely filings or inability to meet other deadlines.

**Responsibility for Outcomes** We may perform additional services for you that are not covered by this contract. You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated (or will) a management-level individual to be responsible and accountable for overseeing the performance of these services, and you have determined (or will) this individual is qualified to conduct such oversight.

**Additional Costs Related to COVID-19** Our fees do not consider additional efforts driven by the SARS-CoV-2 virus and the related COVID-19 (COVID-19) environment. Complexities and uncertainties related to various provisions of new laws and the continued issuance of interpretative and procedural guidance from federal agencies may affect our services. Fees related to COVID-19 activities will be billed based on time expended. Additional efforts or services may include:

- Accounting and auditing issues such as going concern, collectability of receivables, compliance with debt agreements, modification of lease terms, additional major programs subject to Single Audit, etc.

## Audit Services

We will audit the basic financial statements and related notes to the basic financial statements for the following entities with the objective of expressing an opinion on the financial statements; issuing a report on your compliance based on the audit of your financial statements; issuing a report on your internal control over financial reporting based on the audit of your financial statements; expressing an opinion on your compliance, in all material respects, with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* that are applicable to each of your major federal award programs; issuing a report on your internal control over compliance based on the audit of your compliance with the types of compliance requirements that are applicable to each of your major federal award programs; and issuing a report on your schedule of expenditures of federal awards:

CITY OF TEXARKANA, ARKANSAS as of and for the year ended December 31, 2021.

BI-STATE JUSTICE CENTER as of and for the year ended December 31, 2021.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

You have informed us that the audited financial statements are expected to be presented along with management's Annual Comprehensive Financial Report (ACFR). Management is responsible for the other information included in the ACFR. The other information comprises the ACFR but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will also express an opinion on whether the combining and individual fund statements and budgetary comparison schedules ("supplementary information") are fairly stated, in all material respects, in relation to the financial statements as a whole.

We will also provide you with the following nonattest services:

- We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft(s) of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification
- Preparing a draft of the Annual Comprehensive Financial Report.
- Assisting with printing and processing of the final report.

Cynthia Burns, Director is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report(s) upon completion of our audit(s), addressed to the following parties:

**Entity Name**

CITY OF TEXARKANA, ARKANSAS

BI-STATE JUSTICE CENTER

**Party Name**

Honorable Mayor, City Manager, and Members of the Board of Directors

Intergovernmental Advisory Committee

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

**Our Responsibilities**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error, and
- The audit of compliance with the types of compliance requirements described in the *OMB Compliance Supplement* applicable to each major federal award program to obtain reasonable rather than absolute assurance about whether noncompliance having a direct and material effect on a major federal award program occurred

We will exercise professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

### **Limitations & Fraud**

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit. Also, in the future, procedures could become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls, or management may override the system.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and **BKD, LLP**.

### **Opinion**

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report, or if necessary, withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

### **Your Responsibilities**

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the following:

- For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (or other basis if indicated in the contract)
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error

- For identifying and ensuring compliance with the laws, regulations, contracts, and grants applicable to your activities (including your federal award programs)
- To provide us with:
  - Access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters
  - Additional information that we may request for the purpose of the audit
  - Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

**Written  
Confirmations  
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audits for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

**Peer Review  
Report**

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report accompanies this contract.

**Supplementary  
Information**

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

**Implementation of  
New Standards**

Unless indicated in our contract, our services and related fees do not include substantive assistance beyond routine advice related to the adoption of new accounting and reporting standards. Should you require assistance, we will bill you at our standard hourly rates.

**Assistance with  
Application of  
Standards**

Transactions or changes in business may require you to apply existing standards differently each year, such as when business operations create new revenue streams, operations are discontinued, liquidity or operational challenges are encountered, business combinations are executed, etc. We welcome your questions throughout the year and are happy to provide general guidance and routine support; however, our engagement does not include substantive effort to assist you with applying standards to these circumstances, unless otherwise indicated in the contract.

## Attestation Examination Services

We will examine the written assertion made by the management that the City complied with certain state acts during the year ended December 31, 2021.

The objective of our examination is the expression of an opinion in a written report about whether the responsible party's assertion is fairly stated, in all material respects, with the applicable criteria against which it is measured or evaluated.

The criteria to be used consist of the requirements of Arkansas Act 15 of 1985 and the following Arkansas statutes:

1. Arkansas Municipal Accounting Law of 1973, § 14-59-101 et seq.;
2. Arkansas District Courts and City Courts Accounting Law, § 16-10-201 et seq.;
3. Improvement contracts, §§ 22-9-202 – 22-9-204;
4. Budgets, purchases, and payments of claims, etc., § 14-58-201 et seq. and § 14-58-301 et seq.;
5. Investment of public funds, § 19-1-501 et seq.; and
6. Deposit of public funds, §§ 19-8-101 – 19-8-107.

The following apply for the attestation examination services described above:

**Our  
Responsibilities**

We will conduct our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable rather than absolute assurance about whether the subject matter as measured or evaluated against the criteria is free of material misstatement.

**Limitations &  
Fraud**

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the examination is properly planned and performed in accordance with the attestation standards.

Our engagement will not include a detailed examination of every transaction and cannot be relied on to disclose all errors, fraud, or illegal acts that may exist. However, we will inform you of any such matters, if material, that come to our attention.

**Report**

We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement. If we discover conditions which may prohibit us from issuing a standard examination report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

**Your  
Responsibilities**

To facilitate our engagement, management is responsible for providing a written assertion about the measurement or evaluation of the subject matter against the criteria, supplying us with all necessary information, and for allowing us access to personnel to assist in performing our services. It should be understood that management is responsible for the accuracy and completeness of these items, for the subject matter and the written assertion(s) referred to above, and for selecting and determining the appropriateness of the criteria.

At the conclusion of our engagement, management will provide to us a letter confirming these responsibilities, whether it is aware of any material misstatements in the subject matter or assertion, and that it has disclosed all known events subsequent to the period (or point in time) of the subject matter being reported on that would have a material effect on the subject matter or assertion.

Management is responsible for establishing and maintaining effective internal control over financial reporting and setting the proper tone; creating and maintaining a culture of honesty and high ethical standards; and establishing appropriate controls to prevent, deter, and detect fraud and illegal acts. Management is also responsible for identifying and ensuring compliance with the laws and regulations applicable to your activities and for establishing and maintaining effective internal control over compliance.



## **New Auditing and Accounting Standards**

### **Leases**

Governmental Accounting Standards Board Statement No. 87, *Leases*, is effective for fiscal years beginning after June 15, 2021. Early application is encouraged.

Statement No. 87 establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. We can assist you with the adoption by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
  - Current controls and policies
  - Current internal resources and system capabilities
- Assisting with changes required to adopt Statement No. 87, including:
  - Assisting with information gathering to develop an inventory of all lease agreements, service contracts, and other arrangements that may contain right-to-use lease assets
  - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 87
  - Documenting any changes from your previous lease recognition and reporting methods
  - Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

## BKD, LLP Terms and Conditions Addendum

### GENERAL

1. **Overview.** This addendum describes **BKD, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and **BKD, LLP**. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to **BKD, LLP** ("BKD"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services.

### BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.
4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay BKD for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of four (4) percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as software licensing, user access, and research tools, and similar expense items.

### DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. Unless the parties agree otherwise, the American Arbitration Association ("AAA") will administer any such mediation in accordance with its Commercial Mediation Rules. The mediator will be selected by agreement of the parties. If We cannot agree, a mediator shall be designated by the AAA. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold BKD harmless from any and all claims which arise from knowing misrepresentations to BKD, or the intentional withholding or concealment of information from BKD by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify BKD for any claims made against BKD by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether BKD performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of BKD in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** You agree that BKD's liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of BKD or if enforcement of this provision is disallowed by applicable law or professional standards.
9. **Waiver of Certain Damages.** In no event shall BKD be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Severability.** If any portion of this contract is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this contract.

11. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
12. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice.

#### RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

13. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that BKD has no responsibility to maintain this information. You agree You will not rely on BKD to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from BKD's servers, i.e., BKDconnect, can be terminated at any time and You will not rely on using this to host Your data and records.
14. **BKD Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, BKD will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information. In addition, You agree to compensate or reimburse BKD for all costs and expenses, including reasonable attorney's fees, associated with BKD's compliance with requests or demands for its workpapers or other information related to this engagement, and for any testimony required by summons or subpoena.
15. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes and supplementary information, as appropriate) are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

16. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You

are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

#### REGULATORY

17. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.
18. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "BKD, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. BKD, LLP also has not performed any procedures relating to this offering document."

19. **BKD Not a Municipal Advisor.** BKD is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, BKD is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by BKD.

#### TECHNOLOGY

20. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
21. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this

contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

22. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to Our use of these electronic devices and applications during this engagement.

#### OTHER MATTERS

23. **Third-Party Service Providers.** BKD may from time to time utilize third-party service providers, e.g., domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. BKD maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, BKD will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to BKD sharing Your confidential information with the third-party service provider.
24. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You.
25. **Use of BKD Name.** Any time You intend to reference BKD's firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
26. **Praxity.** BKD is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. BKD is not connected, however, by ownership with any other firm using the name "Praxity." BKD will be solely responsible for all work carried out on Your behalf. In deciding to engage BKD, You acknowledge that We have not represented to You that any other firm using the name "Praxity" will in any way be responsible for Our work.

27. **BKD Status as LLP.** BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, for any debts, obligations, or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract, or otherwise.
28. **Entire Agreement.** The contract, including this *Terms and Conditions Addendum* and any other attachments or addenda, encompasses the entire agreement between You and BKD and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and BKD.
29. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control.



8550 United Plaza Blvd., Ste. 1001 – Baton Rouge, LA 70809  
225-922-4600 Phone – 225-922-4611 Fax – [pncpa.com](http://pncpa.com)

*Postlethwaite & Netterville and Associates, L.L.C.*

## Report on the Firm's System of Quality Control

To the Partners of BKD, LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of BKD, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

### **Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of BKD, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. BKD, LLP has received a peer review rating of *pass*.

*Postlethwaite & Netterville*

Baton Rouge, Louisiana  
November 2, 2020



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt a Resolution granting permission to the City Manager to submit the applications of four lots of land to the Commissioner of State Lands Urban Homestead Act 1009 of 1993. (Admin) City Manager E. Jay Ellington

**AGENDA DATE:** April 18, 2022

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Administration

**PREPARED BY:** Heather Soyars

---

**REQUEST:** Grant permission to submit applications of four lots of land to the Commissioner of State Lands.

**EMERGENCY CLAUSE:** N/A

---

**SUMMARY:** Request to submit applications to the Commissioner of State Lands to donate four lots:

<u>Parcel Number</u>	<u>Legal</u>	<u>Address</u>
101-061-0	Lot: 2, Block: 12 Subdivision: ORIGINAL CITY Ward 2	713 Ash
435-001-0	Lots: 1-3, Block: 1 Subdivision: OATS Ward 2	1515 Dudley
299-010-0	Lot: 12, Block: 1 Subdivision: HILLSIDE Ward 3	2017 Washington
549-018-0	Lot: 12, Block: 3 Subdivision: WEBBER'S Ward 2	402 Ferguson

---

**EXPENSE REQUIRED:** N/A

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**AMOUNT BUDGETED:** N/A

---

**APPROPRIATION  
REQUIRED:** N/A

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**RECOMMENDED  
ACTION:**

The City Manager and Staff recommend Board approval.

---

**EXHIBITS:**

Parcel documents and Resolution

# RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, City staff has identified four parcels of real property for which application might be made to the Commissioner of State Lands for donation to the City under the Arkansas Urban Homestead Act 1009 of 1993; and

**WHEREAS**, the four parcels are:

<u>Parcel Number</u>	<u>Legal</u>	<u>Address</u>
101-061-0	Lot: 2, Block: 12 Subdivision: ORIGINAL CITY Ward 2	713 Ash
435-001-0	Lots: 1-3, Block: 1 Subdivision: OATS Ward 2	1515 Dudley
299-010-0	Lot: 12, Block: 1 Subdivision: HILLSIDE Ward 3	2017 Washington
549-018-0	Lot: 12, Block: 3 Subdivision: WEBBER'S Ward 2	402 Ferguson

**WHEREAS**, the City Manager and staff request authorization to make application for donation of each parcel under the terms and conditions of the Arkansas Urban Homestead Act;

**NOW, THEREFORE, BE IT RESOLVED** that the City Manager is authorized to make application with the Arkansas Commissioner of State Lands for donation to the City of the parcels identified above in accordance with and pursuant to the terms and conditions of the Arkansas Urban Homestead Act.

**PASSED AND APPROVED** this 18<sup>th</sup> day of April, 2022.

---

Allen L. Brown, Mayor



**ATTEST:**

---

Heather Soyars, City Clerk

**APPROVED:**

---

George Matteson, City Attorney

**Property Owner**

**Name:** WOZNIAK, PAWEL

**Mailing Address:** 527 HAWTHORNE DR  
MURPHY, TX 75094

**Type:** (RV) Res. Vacant

**Tax Dist:** (07T) TEXARKANA

**Millage Rate:** 54.90

**Extended Legal:** ALL LOTS 11 & 12

**Property Information**

**Physical Address:** 2017 WASHINGTON

**Subdivision:** HILLSIDE

**Block / Lot:** 001 / 012

**S-T-R:** 29-15S-28W

**Size (Acres):** 0.294

**Market and Assessed Values**

	Estimated Market Value	Full Assessed (20% Mkt Value)	Taxable Value
<b>Land:</b>	\$4,850	\$970	\$970
<b>Building:</b>	0	0	0
<b>Total:</b>	\$4,850	\$970	\$970

**Taxes**

<b>Estimated Taxes:</b>	\$53
<b>Homestead Credit:</b>	\$0

Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

**Land**

Land Use	Size	Units
97X132 97 X 132	97.000	Front.Ft
<b>Total</b>	<b>97.000</b>	

**Deed Transfers**

Deed Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
12/11/2014	2014	R0104 75	Quit Claim	6.60	\$1,313	WOZNIAK, PAWEL	Unval.	Improve d
10/1/2014	2014	R00851 1	Ltd Warr Deed	3.30	\$111	CHARLIE QUARLES LAND TRUST	OF	Improve d
10/3/1902	GG	476	Warr. Deed			SMITH, EMILY %CLARK, JOANN	Other	Improve d

**Reappraisal Value History**

Tax Year	Total Value	Total Assessed
2015	\$4,850.00	\$970.00
2016	\$4,850.00	\$970.00
2017	\$4,850.00	\$970.00
2018	\$4,850.00	\$970.00
2019	\$4,850.00	\$970.00
2020	\$4,850.00	\$970.00
2021	\$4,850.00	\$970.00

Not a Legal Document.

Subject to terms and conditions.

[www.actDataScout.com](http://www.actDataScout.com)

Map

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# Miller County Tax History

Tax Year 2021

## Bill Information

**Parcel/PPAN:** 299-010-0R  
**Account Number:** 299-010-0R  
**Property Type:** Real Estate  
**Base Tax:** \$53.25  
**Total Tax Paid:** \$0.00  
**Total Voluntary Tax:** \$0.00  
**Voluntary Tax Paid:** \$0.00  
**Tax Status:** Current

## Roll Information

**Name:** WOZNIAK PAWEL  
**Mailing Address:** 527 HAWTHORNE DR MURPHY TX 75094  
**Physical Address:** 2017 2021 WASHINGTON  
**Roll Year:** 2021

## Legal

ALL LOTS 11 & 12

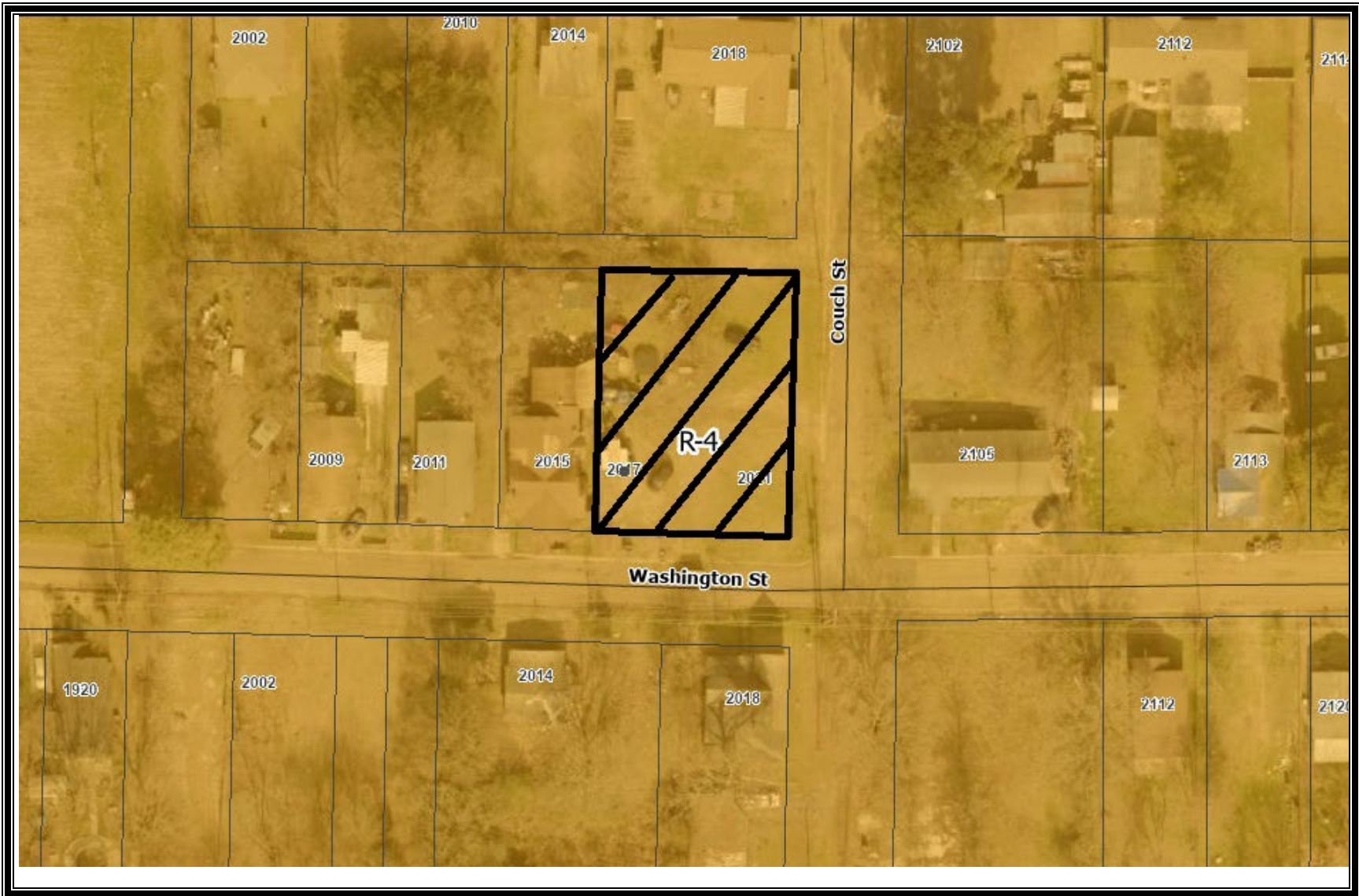
**This property has delinquent taxes. Please contact your collector's office for total taxes due.**

## Property Tax History

County	Property Number	Property Type	Tax Status	Year	Name	Address
Miller	299-010-0R	Real Estate	Delinquent	2020	WOZNIAK PAWEL	527 HAWTHORNE DR MURPHY TX 75094
Miller	299-010-0R	Real Estate	Delinquent	2019	WOZNIAK PAWEL	527 HAWTHORNE DR MURPHY TX 75094
Miller	299-010-0R	Real Estate	Delinquent	2018	WOZNIAK PAWEL	527 HAWTHORNE DR MURPHY TX 75094
Miller	299-010-0R	Real Estate	Delinquent	2017	WOZNIAK PAWEL	527 HAWTHORNE DR MURPHY TX 75094
Miller	299-010-0R	Real Estate	Delinquent	2016	WOZNIAK PAWEL	527 HAWTHORNE DR MURPHY TX 75094
Miller	299-010-0R	Real Estate	Delinquent	2015	WOZNIAK PAWEL	527 HAWTHORNE DR MURPHY TX 75094

## Not a Legal Document

Subject to terms and conditions  
[www.actDataScout.com](http://www.actDataScout.com)



**Parcel 299-010-0**  
**Planning Division - Public Works Department**  
**City of Texarkana, Arkansas**

As of: 4/12/2022

**Property Owner**

**Name:** MOORE, SAMUEL & JULIA

**Property Information**

**Physical Address:** 1515 DUDLEY

**Mailing Address:** P O BOX 17368  
MOORES FUNERAL HOME  
LITTLE ROCK, AR 72222

**Subdivision:** OATS

**Block / Lot:** 001 / 003

**Type:** (CI) Comm. Impr.

**S-T-R:** 29-15S-28W

**Tax Dist:** (07T) TEXARKANA

**Size (Acres):** 0.472

**Millage Rate:** 54.90

**Extended Legal:** ALL OF LOTS 1,2,3

**Market and Assessed Values**

**Taxes**

	Estimated Market Value	Full Assessed (20% Mkt Value)	Taxable Value	Estimated Taxes:	\$1,034
<b>Land:</b>	\$21,300	\$4,260	\$4,260	<b>Homestead Credit:</b>	\$0 <small>Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.</small>
<b>Building:</b>	72900	14580	14580		
<b>Total:</b>	\$94,200	\$18,840	\$18,840		

**Land**

Land Use	Size	Units
	20580.000	Sq.Ft
<b>Total</b>	<b>20,580.000</b>	

**Deed Transfers**

Deed Date	File Date	Book	Page	Instrument	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
5/31/2019	6/11/2019			2019R0036 12	CC			MOORE, SAMUEL & JULIA	N/A	Improve d
5/23/2011		2011	R0039 84		Redem Deed	9.90	\$2,900	MOORE, SAMUEL & JULIA	Governm ent	Improve d
9/19/1985		309	83		N/A			MOORE, SAMUEL & JULIA	N/A	N/A

**Reappraisal Value History**

Tax Year	Total Value	Total Assessed
2015	\$99,350.00	\$19,870.00
2016	\$99,350.00	\$19,870.00
2017	\$99,350.00	\$19,870.00
2018	\$99,350.00	\$19,870.00
2019	\$99,350.00	\$19,870.00
2020	\$94,200.00	\$18,840.00
2021	\$94,200.00	\$18,840.00

Not a Legal Document.

Subject to terms and conditions.

[www.actDataScout.com](http://www.actDataScout.com)

Details for Commercial Card 1

Business Name(s): MOORE'S FUNERAL HOME

Number of Units:

Site Work: Prep;

Foundation: N/A

Floor Struct: N/A

Struct. Frame: Conc.Blk

Exterior Walls: N/A, Conc.Blk

Ext. Wall Load: NonLoadB

Roof Struct.: N/A

Roof Cover: N/A

Total Floor Area: 3195

Floor Cover: N/A

Ceilings: 05

Interior Finish: N/A

Insulation: N/A

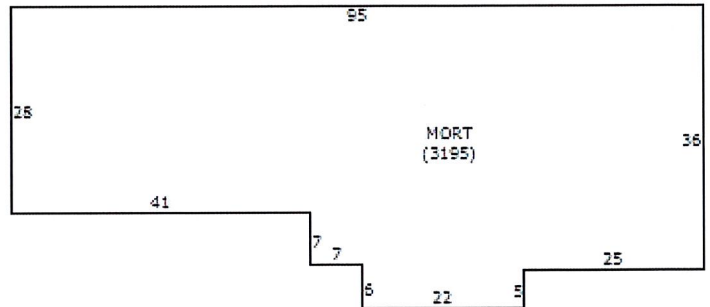
Appliances: N/A

Plumbing: Lavatory

Electric: Avg.B

Misc:

DataScout, LLC



Building 1

Age/YC	Condition	Effective Age	Stories	Grade
1975	Average		1	D3

Avg. Floor Area: 3195

Avg. Perimeter: 272

No. Floors: 1

Avg. Floor Hgt: 8

Common Wall:

Total Floor Area: 3195

Total Height: 14

Unit Multiplier:

Occupancy

Primary Mortuaries (100%)

Secondary N/A

Heating/Cooling

00 (100%)

N/A

Sprinkler

N/A

N/A

As of: 4/12/2022

**Outbuildings and Yard Improvements**

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Item	Type	Size/Dim	Unit Multi.	Quality	Age
Canopies	ALUM	10x22			
Canopies	WOOD	5x12			
Canopies	WOOD	6x9			
Paving	AS3ON2	1743			
Canopies	ALUM	5x6			

**Map**

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# Miller County Tax History

Tax Year 2021

## Bill Information

**Parcel/PPAN:** 435-001-0R  
**Account Number:** 435-001-0R  
**Property Type:** Real Estate  
**Base Tax:** \$1,034.32  
**Total Tax Paid:** \$0.00  
**Total Voluntary Tax:** \$0.00  
**Voluntary Tax Paid:** \$0.00  
**Tax Status:** Current

## Roll Information

**Name:** MOORE SAMUEL & JULIA  
**Mailing Address:** P O BOX 17368 LITTLE ROCK AR 72222  
**Physical Address:** 1515 1517 DUDLEY  
**Roll Year:** 2021

## Legal

ALL OF LOTS 1,2,3

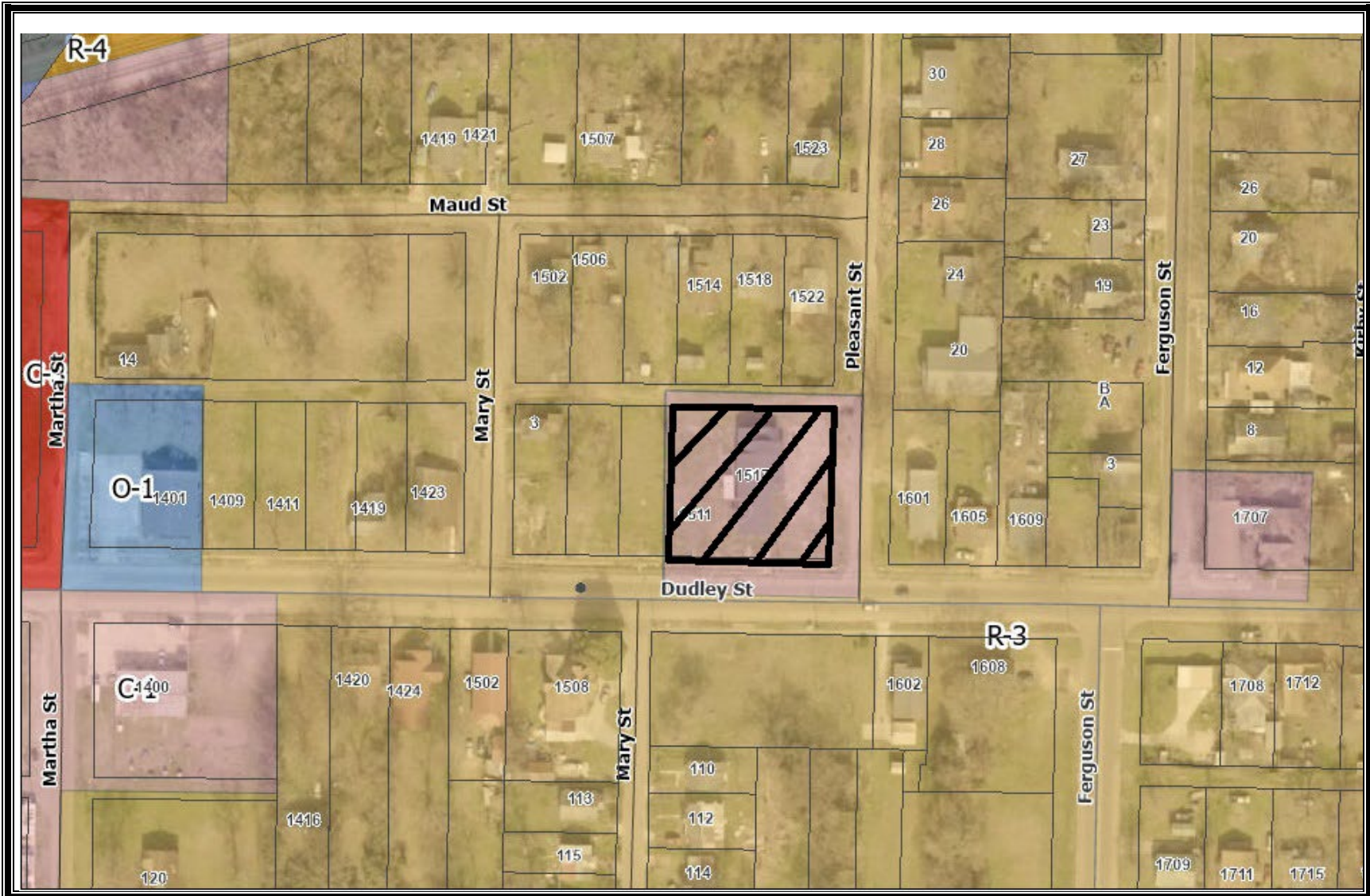
**This property has delinquent taxes. Please contact your collector's office for total taxes due.**

## Property Tax History

County	Property Number	Property Type	Tax Status	Year	Name	Address
Miller	435-001-0R	Real Estate	Delinquent	2020	MOORE SAMUEL & JULIA	P O BOX 17368 LITTLE ROCK AR 72222
Miller	435-001-0R	Real Estate	Delinquent	2019	MOORE SAMUEL & JULIA	P O BOX 17368 LITTLE ROCK AR 72222
Miller	435-001-0R	Real Estate	Delinquent	2018	MOORE SAMUEL & JULIA	P O BOX 17368 LITTLE ROCK AR 72222
Miller	435-001-0R	Real Estate	Delinquent	2017	MOORE SAMUEL & JULIA	P O BOX 17368 LITTLE ROCK AR 72222
Miller	435-001-0R	Real Estate	Delinquent	2016	MOORE SAMUEL & JULIA	P O BOX 17368 LITTLE ROCK AR 72222
Miller	435-001-0R	Real Estate	Delinquent	2015	MOORE SAMUEL & JULIA	P O BOX 17368 LITTLE ROCK AR 72222
Miller	435-001-0R	Real Estate	Delinquent	2014	MOORE SAMUEL & JULIA	P O BOX 17368 LITTLE ROCK AR 72222
Miller	435-001-0R	Real Estate	Delinquent	2013	MOORE SAMUEL & JULIA	P O BOX 17368 LITTLE ROCK AR 72222
Miller	435-001-0R	Real Estate	Delinquent	2012	MOORE SAMUEL & JULIA	P O BOX 17368 LITTLE ROCK AR 72222

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**Parcel 435-001-0**  
Planning Division - Public Works Department  
City of Texarkana, Arkansas

As of: 4/12/2022

**Property Owner**

Name: LOP LAND TRUST

Mailing Address: %JEREMY WEAVER, TRUSTEE  
290 NW PEACOCK BLVD #881655  
PORT SAINT LUCIE, FL 34953

Type: (RV) Res. Vacant

Tax Dist: (07T) TEXARKANA

Millage Rate: 54.90

Extended Legal: ALL LOT 12

**Property Information**

Physical Address: 402 FERGUSON

Subdivision: WEBBER'S

Block / Lot: 003 / 012

S-T-R: 29-15S-28W

Size (Acres): 0.133

**Market and Assessed Values**

	Estimated Market Value	Full Assessed (20% Mkt Value)	Taxable Value
Land:	\$2,200	\$440	\$440
Building:	0	0	0
<b>Total:</b>	<b>\$2,200</b>	<b>\$440</b>	<b>\$440</b>

**Taxes**

Estimated Taxes:	\$24
Homestead Credit:	\$0

Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

**Land**

Land Use	Size	Units
44X132 44 X 132	44.000	Front.Ft
<b>Total</b>	<b>44.000</b>	

**Deed Transfers**

Deed Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
6/22/2016	2016	R0055 24	Ltd Warr Deed	3.30	\$275	LOP LAND TRUST	OF	Improve d
8/14/2006	2006	6104	Quit Claim	3.30	\$1,000	DOYLE, VICTOR	Other	Improve d
10/20/2002	423	145	Quit Claim	6.60	\$2,000	BOHANON, JERRY & PAULA	Valid	Improve d
2/26/1998	385	568	Quit Claim			SHAMSIE, DONALD LANE	Valid	Improve d
11/1/1992	349	180	N/A	35.20	\$15,000	SHAMSIE, DONALD L. & KAREN D.	N/A	N/A
1/1/1910	350	486	N/A			FIRST BANK TEXARKANA	N/A	N/A

As of: 4/12/2022

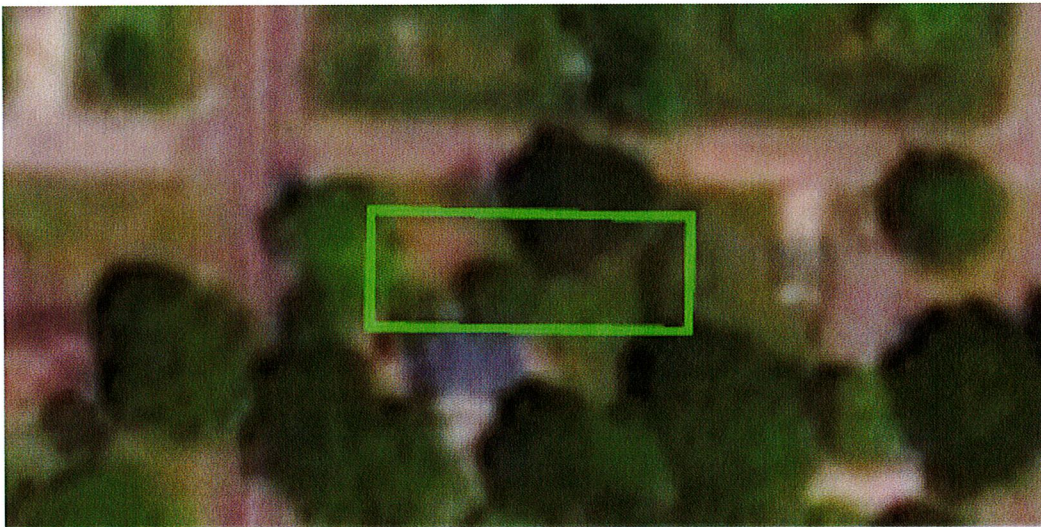
**Reappraisal Value History**

---

<b>Tax Year</b>	<b>Total Value</b>	<b>Total Assessed</b>
2015	\$8,550.00	\$1,710.00
2016	\$8,550.00	\$1,710.00
2017	\$2,200.00	\$440.00
2018	\$2,200.00	\$440.00
2019	\$2,200.00	\$440.00
2020	\$2,200.00	\$440.00
2021	\$2,200.00	\$440.00

**Map**

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# Miller County Tax History

Tax Year 2021

## Bill Information

**Parcel/PPAN:** 549-018-0R  
**Account Number:** 549-018-0R  
**Property Type:** Real Estate  
**Base Tax:** \$24.16  
**Total Tax Paid:** \$0.00  
**Total Voluntary Tax:** \$0.00  
**Voluntary Tax Paid:** \$0.00  
**Tax Status:** Current

## Roll Information

**Name:** LOP LAND TRUST  
**Mailing Address:** % JEREMY WEAVER, TRUSTEE  
482 SE GUAVA TER PORT ST  
LUCIE FL 31983-3240  
**Physical Address:** 402 FERGUSON  
**Roll Year:** 2021

## Legal

ALL LOT 12

**This property has delinquent taxes. Please contact your collector's office for total taxes due.**

## Property Tax History

County	Property Number	Property Type	Tax Status	Year	Name	Address
Miller	549-018-0R	Real Estate	Delinquent	2020	LOP LAND TRUST	% JEREMY WEAVER, TRUSTEE 482 SE GUAVA TER PORT ST LUCIE FL 31983-3240
Miller	549-018-0R	Real Estate	Delinquent	2019	LOP LAND TRUST	% JEREMY WEAVER, TRUSTEE 482 SE GUAVA TER PORT ST LUCIE FL 31983-3240
Miller	549-018-0R	Real Estate	Delinquent	2018	LOP LAND TRUST	% JEREMY WEAVER, TRUSTEE 482 SE GUAVA TER PORT ST LUCIE FL 31983-3240
Miller	549-018-0R	Real Estate	Delinquent	2017	LOP LAND TRUST	% JEREMY WEAVER, TRUSTEE 482 SE GUAVA TER PORT ST LUCIE FL 31983-3240
Miller	549-018-0R	Real Estate	Delinquent	2016	LOP LAND TRUST	% JEREMY WEAVER, TRUSTEE 482 SE GUAVA TER PORT ST LUCIE FL 31983-3240
Miller	549-018-0R	Real Estate	Delinquent	2015	DOYLE VICTOR	% JEREMY WEAVER, TRUSTEE 482 SE GUAVA TER PORT ST LUCIE FL 31983-3240

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**Parcel 549-018-0**  
Planning Division - Public Works Department  
City of Texarkana, Arkansas

As of: 4/12/2022

**Property Owner**

Name: GUTA LANDS USA

**Property Information**

Physical Address: 713 ASH

Mailing Address: DEPT B, PO BOX 103  
GREENLAND, AR 72737

Subdivision: ORIGINAL CITY

Block / Lot: 012 / 002

Type: (RI) Res. Improv.

S-T-R: 30-15S-28W

Tax Dist: (07T) TEXARKANA

Size (Acres): 0.157

Millage Rate: 54.90

Extended Legal: ALL LOT 2

**Market and Assessed Values**

**Taxes**

	Estimated Market Value	Full Assessed (20% Mkt Value)	Taxable Value	Estimated Taxes:	\$87
Land:	\$6,150	\$1,230	\$1,230	Homestead Credit:	\$0
Building:	1800	360	360	Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.	
<b>Total:</b>	<b>\$7,950</b>	<b>\$1,590</b>	<b>\$1,590</b>		

**Land**

Land Use	Size	Units
49X140 49 X 140	49.000	Front.Ft
<b>Total</b>	<b>49.000</b>	

**Deed Transfers**

Deed Date	File Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
6/28/2021	7/2/2021	2021	R0051 21	CC			GUTA LANDS USA	N/A	Improved
7/20/2016		2016	R0060 73	Ltd Warr Deed	3.30	\$65	GUTA LANDS USA	OF	Improved
5/16/1959		186	371	Warr. Deed	1.10	\$1,000	ALEXANDER, LAVAN D. & MARY	Valid	Improved

**Reappraisal Value History**

Tax Year	Total Value	Total Assessed
2015	\$13,600.00	\$2,720.00
2016	\$13,600.00	\$2,720.00
2017	\$13,600.00	\$2,720.00
2018	\$13,600.00	\$2,720.00
2019	\$7,950.00	\$1,590.00
2020	\$7,950.00	\$1,590.00
2021	\$7,950.00	\$1,590.00

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Details for Residential Card 1

Occupancy	Story	Construction	Total Liv	Grade	Year Built	Age	Condition	Beds
Single Family	ONE	Frame Siding Std.	1,820	7	1959		Poor	

**Exterior Wall:** ALUMSIDE

**Foundation:** Open Piers

**Floor Struct:** Wood with subfloor

**Floor Cover:** Carpet & Tile

**Insulation:** Ceilings Walls

**Roof Cover:** Fiberglass Shingle

**Roof Type:** Gable

**Plumbing:** Full: 1 Half: 1

**Fireplace:** N/A

**Heat / Cool:** Central

**Basement:** N/A

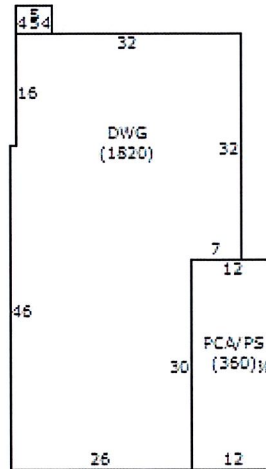
**Basement Area:**

**Year Remodeled:** 1998

**Style:**



DataScout, LLC



Base Structure

Item	Label	Description	Area
A	DWG	Dwelling	1820
B	PCA/PS	Patio cover, aluminum over sla	360
C	PCA	Patio cover, aluminum	20

Outbuildings and Yard Improvements

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Driveway, concrete		12x36			
Fence, chain link 4'		140			
Fence, chain link 5'		60			
Utility Bldg, Low, Std Class		8x14			
SUMTL		8x10			



Map

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# Miller County Tax History

Tax Year 2021

## Bill Information

**Parcel/PPAN:** 101-061-0R  
**Account Number:** 101-061-0R  
**Property Type:** Real Estate  
**Base Tax:** \$87.29  
**Total Tax Paid:** \$0.00  
**Total Voluntary Tax:** \$0.00  
**Voluntary Tax Paid:** \$0.00  
**Tax Status:** Current

## Roll Information

**Name:** GUTA LANDS USA  
**Mailing Address:** DEPT B P O BOX 103  
GREENLAND AR 72737-0103  
**Physical Address:** 713 ASH  
**Roll Year:** 2021

## Legal

ALL LOT 2

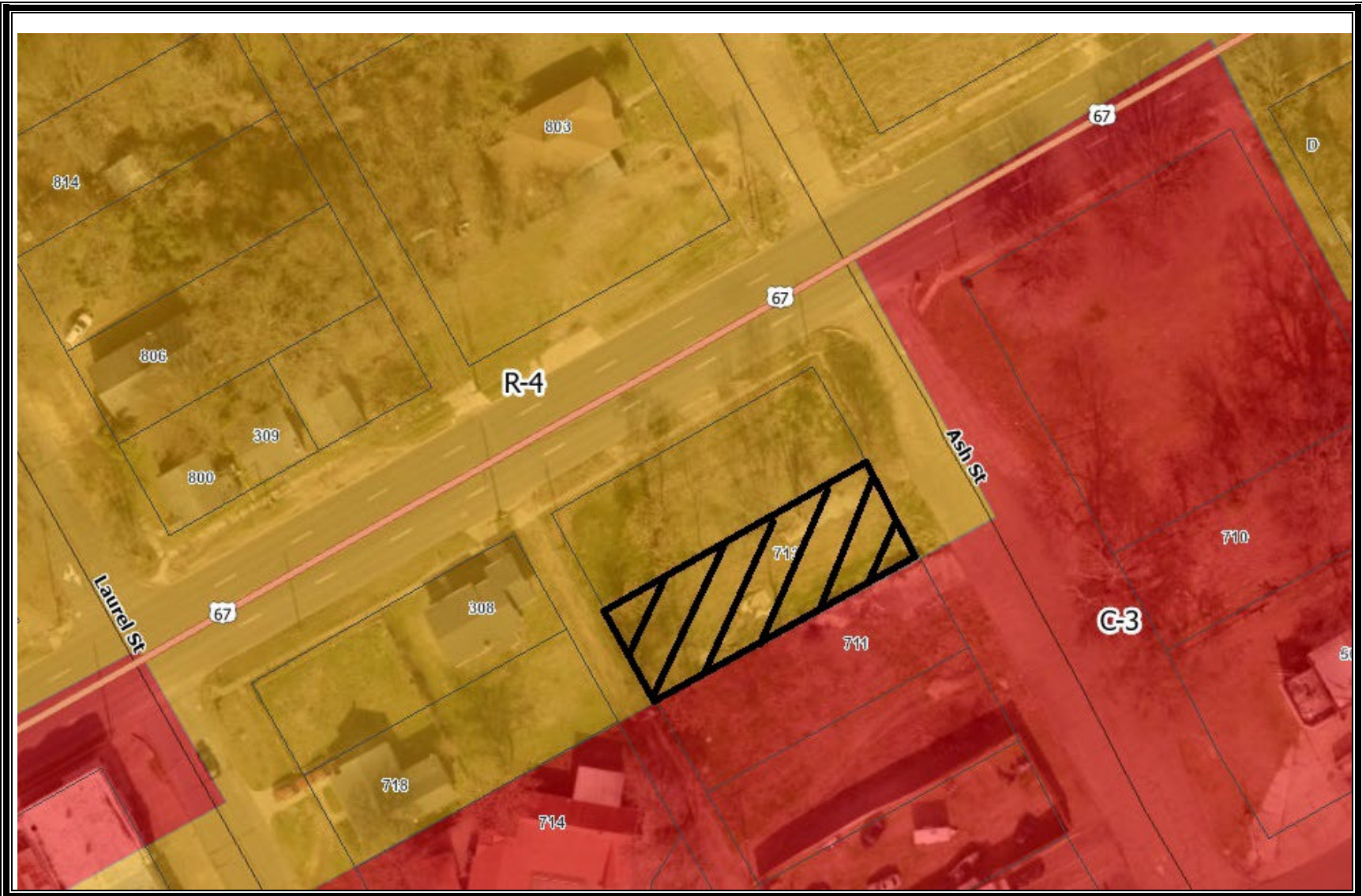
**This property has delinquent taxes. Please contact your collector's office for total taxes due.**

## Property Tax History

County	Property Number	Property Type	Tax Status	Year	Name	Address
Miller	101-061-0R	Real Estate	Delinquent	2020	GUTA LANDS USA	DEPT B P O BOX 103 GREENLAND AR 72737-0103
Miller	101-061-0R	Real Estate	Delinquent	2019	GUTA LANDS USA	DEPT B P O BOX 103 GREENLAND AR 72737-0103
Miller	101-061-0R	Real Estate	Delinquent	2018	GUTA LANDS USA	DEPT B P O BOX 103 GREENLAND AR 72737-0103
Miller	101-061-0R	Real Estate	Delinquent	2017	GUTA LANDS USA	DEPT B P O BOX 103 GREENLAND AR 72737-0103
Miller	101-061-0R	Real Estate	Delinquent	2016	GUTA LANDS USA	DEPT B P O BOX 103 GREENLAND AR 72737-0103
Miller	101-061-0R	Real Estate	Delinquent	2015	ALEXANDER LAVAN D & MARY A	DEPT B P O BOX 103 GREENLAND AR 72737-0103

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**Parcel 101-061-0**  
Planning Division - Public Works Department  
City of Texarkana, Arkansas

APPLICATION FOR  
COMMISSIONER OF STATE LANDS  
URBAN HOMESTEAD  
ACT 1009 OF 1993

County: MILLER Parcel Number: 435-001-0 Year Forfeited: 2011 Code: 31-4

Description: SEE DEED 309 PG 83 \*LIEN\* Section: 29 Township: 15S Range: 28W Acreage: .472 Lot: 1-3 Block: 1  
City: TEXARKANA Addition: OATS SD: 07T

Street Address and/or Physical Location of Parcel: \_\_\_\_\_  
\_\_\_\_\_

Is the Parcel Located Within the City Limits? \_\_\_\_\_

Brief Description of Development Plan (type of project, starting & completion dates, etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicant's Name (city, town, community organization, or nonprofit organization)

\_\_\_\_\_

Person Acting as Official Agent of Applicant:

Name \_\_\_\_\_ Title \_\_\_\_\_

Applicant's Mailing Address \_\_\_\_\_  
\_\_\_\_\_

Phone Numbers(s) \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

A. CITY OR INCORPORATED TOWN: If applicant is a city or incorporated town, does applicant have at least one of the following community organizations within applicant's immediate vicinity:

\_\_\_\_\_ Housing Authority \_\_\_\_\_ Community Development Corporation  
\_\_\_\_\_ Community Development Agency \_\_\_\_\_ Local Initiative Support Corporation

If the community organization is not the applicant but is a party to the donation and/or development of the property, specify the community organizations role:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. NONPROFIT CORPORATION: If applicant is a nonprofit organization, attach a copy of current incorporation documents granting IRS 501(c) (3) tax exempt status.

C. NONPROFIT CORPORATION OR COMMUNITY ORGANIZATION: If the applicant is other than a city or incorporated town, has the city or incorporated town granted express approval of the donation? (If YES, attach letter from city or incorporated town authorizing donation.)

Applicant agrees to sell, lease or grant rights and possession of the constructed homestead to an eligible person. An eligible person shall be an individual or family unit meeting eligibility criteria. Eligibility shall be established by the Commissioner of State Lands and shall take into account the income of the person or family unit which shall not exceed the median family income, as determined by the United States Department of Housing and Urban Development, for the area in which the applicant is located.

Should a donation deed be executed by the Commissioner of State Lands to the applicant and the proposed homestead not develop pursuant to the specifications within this application, the property herein described may revert back to the possession and ownership of the State of Arkansas in care of the Commissioner of State Lands.

This application for donation of tax forfeited lands is subject to a 60 day review period by the Commissioner of State Lands before application is accepted, modified or denied.

Applicant has read 1993 Acts of Arkansas No. 1009 in its entirety and is familiar with the specific definitions and requirements of the Commissioner of State Lands Urban Homestead Program and is willing to accept the duties and obligations therein:

SIGNED:

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Representing

DATE: \_\_\_\_\_

**SAMPLE FORM**



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt an Ordinance authorizing a Temporary Fuel Surcharge be Added to the Texarkana Water Utilities bill for Waste Haulers. (PWD)

*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:** 04/18/2022

**ITEM TYPE:** Ordinance  Resolution  Other

**DEPARTMENT:** Public Works Department

**PREPARED BY:** Tracie Lee, Assistant Public Works Director

---

**REQUEST:** Adopt an ordinance authorizing a Temporary Fuel Surcharge be Added to the Texarkana Water Utilities bill for Waste Haulers.

**EMERGENCY CLAUSE:** This item will be approved by a resolution; therefore, it will not need an emergency clause.

---

**SUMMARY:** The City Manager held a Solid Waste Committee meeting on April 4, 2022, to discuss a temporary fuel surcharge be added to the water bill to offset the expense of rising fuel costs for the City's waste haulers.

The recommendation of the committee is to provide a temporary fuel surcharge based on the fuel increases below.

### RECOMMENDATION FOR RESIDENTIAL FUEL ADJUSTMENT

\$4.31 fuel price minus 2021 EIA national average	\$1.02		
40% increase if fuel price reaches <u>\$4.31 to \$5.50</u>	\$0.41	\$0.41	Initial
\$5.51 fuel price minus 2021 EIA national average	\$2.22		
40% increase if fuel price reaches <u>\$5.51 to \$6.50</u>	\$0.89	\$0.48	ADDITIONAL
\$6.51 fuel price minus 2021 EIA national average	\$3.22		
30% increase if fuel price reaches <u>\$6.51 to \$7.50</u>	\$0.97	\$0.08	ADDITIONAL
\$7.51 fuel price minus 2021 EIA national average	\$4.22		
23.7% increase if fuel price reaches <u>\$7.51 to \$8.50</u>	\$1.00	\$0.03	ADDITIONAL
<u>Temporary fuel surcharge shall not exceed</u>	<u>\$1.00</u>	<u>\$1.00</u>	

### RECOMMENDATION FOR COMMERCIAL FUEL ADJUSTMENT

Even though city ordinance only allows for commercial increases annually based on the CPI city staff recommends the temporary 10% commercial increase be provided to the haulers to offset their fuel expenses.

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Fuel surcharge shall not exceed 9 months or December 2022, (whichever comes first) as an annual CPI will take effect January 2023. However, if fuel prices start to drop before December the rate increase will drop in reverse order of the chart attached. If the fuel price drops below \$4.31 the surcharge shall go away two months after the price drops.

---

**EXPENSE** \$0.00  
**REQUIRED:**

---

**AMOUNT** \$0.00  
**BUDGETED:**

---

**APPROPRIATIO** \$0.00  
**N REQUIRED:**

---

**RECOMMENDE** City Manager and staff recommend board approval.  
**D ACTION:**

---

**EXHIBITS:** Ordinance and Haulers Diesel Prices Comparison to GIA – Jan 2021-March 2022.

# ORDINANCE NO. \_\_\_\_\_

## **AN ORDINANCE PROVIDING FOR TEMPORARY INCREASES OF RATE PAID TO RESIDENTIAL AND COMMERCIAL SOLID WASTE HAULING CONTRACTORS AND LIKE TEMPORARY INCREASES IN RESIDENTIAL AND COMMERCIAL SOLID WASTE REMOVAL RATES PAYABLE IN ACCORDANCE WITH THE *CITY OF TEXARKANA, ARKANSAS, CODE OF ORDINANCES*; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES**

**WHEREAS**, one or more of the current contractors currently under contract with the City to provide residential waste removal and hauling services (all of such service providers, whether or not having recently requested an increase, are hereinafter the “Hauling Contractors”) have requested temporary service rate increases in order to offset rising fuel costs; and

**WHEREAS**, upon consideration, the Solid Waste Committee made the recommendations hereinafter set forth to address such requests; and

**WHEREAS**, the City Manager and staff recommend approval

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

**SECTION 1.** Definition(s). For purposes of this Ordinance:

“EIA National Average” refers to the Dollars per gallon rate published by the U.S. Energy Information Administration for U.S. On-Highway Diesel Fuel Prices (U.S.).

**SECTION 2.** With respect to residential collection and removal rates paid to the Hauling Contractors and the corresponding garbage collection rates charged pursuant to Section 22-5 of the *City of Texarkana, Arkansas, Code of Ordinances*, the (“Code”):

1. The current residential waste collection and removal rate paid to the Hauling Contractors be increased as follows:



- a. By an additional \$0.41 per residential unit per month for each month hereafter that the EIA National Average is determined to be \$4.31 to \$5.50;
  - b. By an additional \$0.48 (above the increase immediately above) per residential unit for each month hereafter that the EIA National Average is determined to be \$5.51 to \$6.50;
  - c. By an additional \$0.08 (above the incremental increase immediately above) per residential unit for each month hereafter that the EIA National Average is determined to be \$6.51 to \$7.50; and
  - d. By an additional \$0.03 (above the incremental increase immediately above) per residential unit for each month hereafter that the EIA National Average is determined to be \$7.51 or greater.
2. Likewise, the residential garbage collection rates charged, due, and payable pursuant to Section 22-5 of the *Code* shall be adjusted and billed in corresponding amounts to offset the additional rates paid to the Waste Haulers pursuant to this Section 2.

**SECTION 3.** With respect to commercial collection and removal rates paid to the Hauling Contractors and the corresponding commercial garbage collection rates (container rates) charged, billed and due pursuant to Section 22-26 of the Code, the same shall increase by ten percent over the rates in effect as of the date of this Ordinance for each month in which the EIA National Average is at least \$4.31.

**SECTION 4.** General Provisions.

1. The applicable increase, or increases, if any, for each month during which this Ordinance is in effect shall be determined by reference to the published EIA National Average for the period containing the first day of such calendar month.
2. Any applicable decrease, or decreases, if any, for each month during which this Ordinance is in effect (i.e., should the EIA National Average decrease) shall not be implemented until the second month following the month of the EIA

National Average subject, however, to the absolute Ordinance expiration date of December 31, 2022.

3. There shall be no increase in any rate, paid or charged, pursuant to this Ordinance prior to May 1, 2022. This Ordinance shall automatically expire on December 31, 2022.
4. Any increase in effect pursuant to this provision on or before December 31, 2022, shall not be considered when calculating any CPI adjustments pursuant to separate agreement(s) with the Waste Haulers and such CPI adjustments shall be based on the applicable rate that would have been otherwise paid to the Haulers without adjustment pursuant to this ordinance.

**SECTION 5.** This ordinance being necessary for the preservation of the public peace, health, and safety, and, specifically, but without limitation, to maintain necessary solid waste removal services, an emergency is therefore declared to exist; and this ordinance shall be in full force and effect upon passage.

**PASSED AND APPROVED** this 18<sup>th</sup> day of April, 2022.

---

Allen L. Brown, Mayor

**ATTEST:**

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Heather Soyars, City Clerk

**APPROVED:**

---

George Matteson, City Attorney

**Diesel Prices Jan 2021-March 2022 - GIA Comparison**

Richardson Waste							
DATE	GALLONS	PRICE/GAL	Gallons	TOTAL AMOUNT		EIA Price	
12/31/2020	7514	\$2.19	7514	\$16,433.12		2.59	
1/22/2021	7530	\$2.27	7530	\$17,115.69	22 days	2.68	
2/9/2021	7169	\$2.44	7169	\$17,524.63	23 days	2.85	
3/9/2022	7496	\$2.72	7496	\$20,396.61	28 days	3.15	
3/18/2021	7489	\$2.67	7489	\$20,003.87	9 days		
4/9/2021	7481	\$2.50	7481	\$18,709.23	22 days	3.13	
5/10/2021	7462	\$2.71	7462	\$20,189.93	31 days	3.22	
5/12/2021	7473	\$2.75	7473	\$20,521.61	2 days		
6/4/2021	7448	\$2.76	7448	\$20,540.09	23 days	3.29	
6/30/2021	7360	\$2.77	7360	\$20,377.63	26 days		
8/5/2021	7274	\$2.73	7274	\$19,847.11	36 days	3.35	
8/31/2021	7363	\$2.81	7363	\$20,682.67	26 days		
9/14/2021	7379	\$2.83	7379	\$20,865.60	14 days	3.38	
9/28/2021	7433	\$3.04	7433	\$22,568.07	14 days		
10/19/2021	7421	\$3.20	7421	\$23,742.75	21 days	3.61	
10/25/2021	7427	\$3.19	7427	\$23,704.01	6 days		
11/12/2021	7472	\$3.08	7472	\$23,018.99	18 days	3.73	
12/3/2021	7639	\$2.78	7639	\$21,239.48	21 days	3.64	
12/27/2021	7293	\$2.98	7293	\$21,744.81	24 days		
	<b>Average 2021</b>	<b>\$2.79</b>				<b>Average 2021</b>	<b>3.29</b>
	<b>Total Gallons 2021</b>		<b>133,609.00</b>				
1/14/2022	7501	\$3.29	7501	\$24,697.04	18 days	3.72	
2/2/2022	7441	\$3.44	7441	\$25,602.25	19 days		
2/23/2022	7512	\$3.50	7512	\$26,327.31	21 days	4.03	
3/10/2022	7456	\$4.26	7456	\$31,747.65	15 days	5.19	
	<b>Average 2022</b>	<b>\$3.62</b>	\$0.83			<b>Average 2022</b>	<b>4.31</b>
	<b>Total Gallons To Date</b>		<b>29,910.00</b>				
<b>Richardson's Waste average increased fuel price</b>			<b>\$0.83</b>				
<b>RECOMMENDATION FOR RESIDENTIAL FUEL ADJUSTMENT</b>							
\$4.31 fuel price minus 2021 EIA national average				\$	<b>1.02</b>		
40% increase if fuel price reaches <b>\$4.31 to \$5.50</b>				\$	<b>0.41</b>	\$	<b>0.41 Initial</b>
\$5.51 fuel price minus 2021 EIA national average				\$	<b>2.22</b>		
40% increase if fuel price reaches <b>\$5.51 to \$6.50</b>				\$	<b>0.89</b>	\$	<b>0.48 ADDITIONAL</b>
\$6.51 fuel price minus 2021 EIA national average				\$	<b>3.22</b>		
30% increase if fuel price reaches <b>\$6.51 to \$7.50</b>				\$	<b>0.97</b>	\$	<b>0.08 ADDITIONAL</b>
\$7.51 fuel price minus 2021 EIA national average				\$	<b>4.22</b>		
23.7% increase if fuel price reaches <b>\$7.51 to \$8.50</b>				\$	<b>1.00</b>	\$	<b>0.03 ADDITIONAL</b>
<b>Temporary fuel surcharge shall not exceed</b>				\$	<b>1.00</b>	\$	1.00
<b>RECOMMENDATION FOR COMMERCIAL FUEL ADJUSTMENT</b>							
Even though city ordinance only allows for commercial increases annually							
based on the CPI city staff recommends the temporary 10% commercial							
increase be provided to the haulers to offset their fuel expenses.							





# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt a Resolution making appointments to the Board of Adjustment and the Historic District Commission. (CCD) City Clerk Heather Soyars

**AGENDA DATE:** April 18, 2022

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** City Clerk

**PREPARED BY:** Heather Soyars, City Clerk

---

**REQUEST:** Make reappointments to the Board of Adjustment and the Historic District Commission

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** Make the following reappointments to the Board of Adjustment and Historic District Commission.

<u>Board/Commission</u>	<u>Applicant</u>	<u>Term</u>
Board of Adjustment	Ray Cox reappointment	2/17/2022----2025
Board of Adjustment	Ricky Pondexter Reappointment	2/17/2022----2025
Historic District Commission	David Ellison Appointment	For the unexpired term of Doris Davis 1/17/2020----2023
Historic District Commission	Natasha Crabbe Reappointment	1/17/2022----2025
Historic District Commission	David Jones Reappointment	1/17/2022----2025

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**EXPENSE REQUIRED:** N/A

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**AMOUNT BUDGETED:** N/A

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**APPROPRIATION  
REQUIRED:** N/A

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**RECOMMENDED  
ACTION:**

The City Manager and staff recommend approval.

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**EXHIBITS:**

Member list and applications

# RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, vacancies exist on various boards and commissions; and

**WHEREAS**, it is necessary that appointments be made to fill the vacant positions;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City of Texarkana, Arkansas, that the following appointments are hereby approved:

<b><u>Board/Commission:</u></b>	<b><u>Appointee:</u></b>	<b><u>Term:</u></b>
Board of Adjustment	Ray Cox Reappointment	2/17/2022---2025
Board of Adjustment	Ricky Pondexter Reappointment	2/17/2022---2025
Historic Dist. Commission	David Ellison Appointment	For the unexpired term of Doris Davis 1/17/2020---2023
Historic Dist. Commission	Natasha Crabbe Reappointment	1/17/2022---2025
Historic Dist. Commission	David Jones Reappointment	1/17/2022---2025

**PASSED AND APPROVED** this 18<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
Allen L. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
George Matteson, City Attorney

# BOARD OF ADJUSTMENT

Authorized by A.C.A. 14-56-416 and Texarkana, Arkansas Code 28-111---114  
3 – YEAR TERMS

	<u>Appointment</u>	<u>Term Date</u>	<u>Term</u>	<u>Ward</u>
<b>Ricky Pondexter</b> 4302 Sanderson Lane 870-772-3501 (home) 903-826-5550 (work)	Resolution No. 2019-10 Reappointment	02/17/2019----2022	2	6
<b>Ray Cox</b> 1106 Draughn Street	Resolution No. 2019-10 Reappointment	02/17/2019----2022	2	1
<b>Clyde “Boots” Thomas</b> 5807 Deerwood Drive 903-831-2715 (work)	Resolution No. 2021-38 Reappointment	02/17/2020----2023	4	6
<b>Bonnie Auck</b> 2102 Hays Avenue 870-772-4155	Resolution No. 2021-38 Reappointment	02/17/2021----2024	5	2
<b>I. Don Nelson</b> 3540 Crestwood Drive 870-772-7363	Resolution No. 2021-38 Reappointment	02/17/2021----2024	6	5



CITY OF TEXARKANA, ARKANSAS

Application for Appointment to Citizen Advisory Board or Commission  
(Please type or print clearly)

RECEIVED  
JUN 05 2017  
By: JW

BOARD OR COMMISSION DESIRED (Please apply for one (1) board or commission per application.)

- Advertising & Promotion Commission
- Airport Authority
- City Beautiful Commission
- Board of Adjustment
- Civil Service Commission
- Electrical Review Board
- Heating & Air Conditioning Board of Review

- Historical District Commission
- Library Board
- Municipal Auditorium Project Advisory Commission
- Planning Commission
- Plumbing Review Board
- SWAWIB-Southwest Arkansas Workforce Investment Board
- Other:

Name: Ray G Cox Home Phone: \_\_\_\_\_

Address: 1106 DRAUGHN ST. AR 71854 Texarkana Resident  Yes  No 5 Years

E-Mail Address: max1305@gmail.com Miller Co. Voter Registration No. \_\_\_\_\_

Employer: Self-Employed Work Phone: 310930-8150

Position: Contractor/Builder/owner

Education: \_\_\_\_\_ High School: Arkansas High

Special knowledge or past experience qualifying you for this appointment:  
Forty years experience in building field

Other relevant information (civic activities, memberships, etc.):  
None

Special knowledge or past experience qualifying you for this appointment (Please feel free to attach resume):  
Have completed numerous construction jobs and have passed all inspections completing phase job in the Texarkana, AR area.

References: List the name and phone number of at least one Texarkana resident as a reference, especially any City staff, City Council, or current Committee members who may be contacted on your behalf.  
Name: MR. Rennie Kelly Phone Number: 323 574-3177

Interest: Explain why you are interested in being appointed to this board or commission.  
Knowledge on specific details regarding the local building trades and blueprint reading

Experience: Indicate what meeting(s) you have attended of the committee for which you wish to be considered.  
I was granted a variance by the committee and attended that meeting last year

Number of Texarkana, Arkansas Board of Directors Meetings you have attended in the past 12 months: 1

Please read the statement below and sign your name to indicate your understanding.  
I UNDERSTAND MY ATTENDANCE WILL BE REQUIRED AT ALL COMMITTEE MEETINGS AND THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.

Signature of Applicant: Ray Cox Date Submitted: 5/2/2016 6-5-2017

Return completed application to:  
City Clerk  
216 Walnut Street (or)  
P O Box 2711  
Texarkana TX 75504-2711  
Phone 870-779-4995 or Fax 870-774-3170

CITY CLERK'S OFFICE  
TEXARKANA, AR  
RECEIVED  
MAY 02 2016  
By: JW

Please Note: This application will be on file for one (1) year.

# CITY OF TEXARKANA, ARKANSAS

## Application for Appointment to Citizen Advisory Board or Commission

(Please type or print clearly)

### BOARD OR COMMISSION DESIRED (Please apply for one (1) board or commission per application.)

<input type="checkbox"/>	Advertising & Promotion Commission	<input type="checkbox"/>	Historical District Commission
<input type="checkbox"/>	Airport Authority	<input type="checkbox"/>	Library Board
<input type="checkbox"/>	City Beautiful Commission	<input type="checkbox"/>	Municipal Auditorium Project Advisory Commission
<input checked="" type="checkbox"/>	Board of Adjustment	<input type="checkbox"/>	Planning Commission
<input type="checkbox"/>	Civil Service Commission	<input type="checkbox"/>	Plumbing Review Board
<input type="checkbox"/>	Electrical Review Board	<input type="checkbox"/>	SWAWIB-Southwest Arkansas Workforce Investment Board
<input type="checkbox"/>	Heating & Air Conditioning Board of Review	<input type="checkbox"/>	Other:

Name: Ricky F. Pondexter Home Phone: (870) 772-3350

Address: 4302 SANDERSON LANE Texarkana Resident  Yes  No 46 Years

E-Mail Address: Rick.Pondexter@AOL.com Miller Co. Voter Registration No. 1800205

Employer: Self-Employed (Pondexter Homes) Work Phone: (903) 826-5550

Position: OWNER

Education: Prairie View A&M University  
College: BA Degree High School: Yerger High School (Hope, AR)

Special knowledge or past experience qualifying you for this appointment:  
MANAGEMENT SKILLS; OWNER, HOME REPAIR BUSINESS

Other relevant information (civic activities, memberships, etc.):  
Omega Psi Phi Fraternity, Inc.; NAACP; Yerger High School Alumni / Museum Assn;

Special knowledge or past experience qualifying you for this appointment (Please feel free to attach resume):  
Former Executive Director (S.W. Ark. Dev. Council, Inc.); Knowledge of Building Technology; Management Skills

References: List the name and phone number of at least one Texarkana resident as a reference, especially any City staff, City Council, or current Committee members who may be contacted on your behalf.  
Name: L. Donald Nelson Phone Number: H: (870) 772-7363 Cell: (903) 733-374

Interest: Explain why you are interested in being appointed to this board or commission.  
Community Involvement

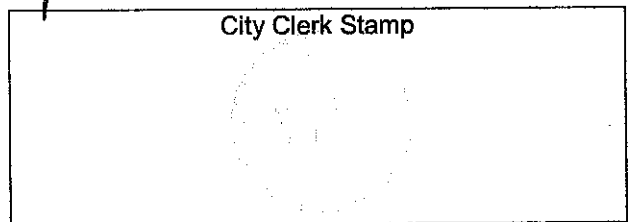
Experience: Indicate what meeting(s) you have attended of the committee for which you wish to be considered.  
NONE

Number of Texarkana, Arkansas Board of Directors Meetings you have attended in the past 12 months: 1

Please read the statement below and sign your name to indicate your understanding.  
I UNDERSTAND MY ATTENDANCE WILL BE REQUIRED AT ALL COMMITTEE MEETINGS AND THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.

Signature of Applicant: R. F. Pondexter Date Submitted: 9-25-14

Return completed application to:  
City Clerk  
216 Walnut Street (or)  
P O Box 2711  
Texarkana TX 75504-2711  
Phone 870-779-4995 or Fax 870-774-3170



Please Note: This application will be on file for one (1) year.

# HISTORIC DISTRICT COMMISSION

Authorized by A.C.A. 14-172-201----212, and Texarkana Code 19-31----65  
3 – YEAR TERMS

	<u>Appointment</u>	<u>Term Date</u>	<u>Term</u>	<u>Ward</u>
<b>David Jones</b> 39 Brookside Drive 903-277-5550 (home) 870-774-3333 (work)	Resolution No. 2019-7 Reappointment	01/17/2019----2022	3	1
<b>Natasha Crabbe</b> 4131 Union Road 903-824-2970	Resolution No. 2021-36 Appointment	01/17/2019----2022	1	1
<b>VACANCY -</b>		01/17/2020----2023	3	4
<b>M. Carmen Mauldin</b> 433 South Mosley Road 903-798-2194	Resolution No. 2021-36 Appointment	01/17/2020----2023	1	1
<b>VACANCY –</b>		01/17/2021----2024		
<b>Jamie Simmons</b> 600 Pecan Street 870-330-1521	Resolution No. 2021-36 Reappointment	01/17/2021----2024	5	2
<b>Danny R. Gordon</b> 804 East 12 <sup>th</sup> Street 870-773-2746 (home)	Resolution No. 2021-36 Reappointment	01/17/2021----2024	2	3
<b>Mary Beck</b> <b>City Planer</b> HDC Ex – Officio 870-779-4971 (work)	N/A	Term of Employment	N/A	N/A

# CITY OF TEXARKANA, ARKANSAS

## Application for Appointment to Citizen Advisory Board or Commission (Please type or print clearly)

**BOARD OR COMMISSION DESIRED** (Please apply for one (1) board or commission per application.)

<input type="checkbox"/> Advertising & Promotion Commission	<input checked="" type="checkbox"/> Historical District Commission
<input type="checkbox"/> Airport Authority	<input type="checkbox"/> Library Board
<input type="checkbox"/> City Beautiful Commission	<input type="checkbox"/> Municipal Auditorium Project Advisory Commission
<input type="checkbox"/> Board of Adjustment	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Civil Service Commission	<input type="checkbox"/> Plumbing Review Board
<input type="checkbox"/> Electrical Review Board	<input type="checkbox"/> SWAWIB—Southwest Arkansas Workforce Investment Board
<input type="checkbox"/> Heating & Air Conditioning Board of Review	<input type="checkbox"/> Other:

Name: Natasha Crabbe Home Phone: 903-824-2970

Address: 4131 Union Rd Texarkana Texarkana Resident  Yes  No \_\_\_\_\_ Years

E-Mail Address: Natashacrabbe@gmail.com Miller Co. Voter Registration No. \_\_\_\_\_

Employer: Better Homes And Gordon Real Estate Realty Work Phone: 903-824-2970

Position: Estates Realty Realtor

Education: College: Texas A&M High School: Arkansas High

Special knowledge or past experience qualifying you for this appointment:  
Home flipper Removator of distressed homes

Other relevant information (civic activities, memberships, etc.):  
Part for the Cure, Alzheimers Alliance, Hands on Mission Texarkana

Special knowledge or past experience qualifying you for this appointment (Please feel free to attach resume):  
I have been in the home remodeling and flipping arena for 27 years.

References: List the name and phone number of at least one Texarkana resident as a reference, especially any City staff, City Council, or current Committee members who may be contacted on your behalf.  
Name: Shawn Miley Phone Number: 903-276-7938

Interest: Explain why you are interested in being appointed to this board or commission.  
I value the historical homes and buildings in my community

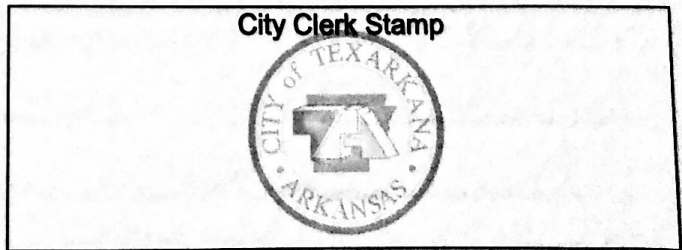
Experience: Indicate what meeting(s) you have attended of the committee for which you wish to be considered.  
Historical - Quality Hill

Number of Texarkana, Arkansas Board of Directors Meetings you have attended in the past 12 months: 0

Please read the statement below and sign your name to indicate your understanding.  
**I UNDERSTAND MY ATTENDANCE WILL BE REQUIRED AT ALL COMMITTEE MEETINGS AND THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.**

Signature of Applicant: Natasha Crabbe Date Submitted: 6-1-21

Return completed application to:  
City Clerk  
216 Walnut Street (or)  
P O Box 2711  
Texarkana TX 75504-2711  
Phone 870-779-4995 or Fax 870-774-3170



**Please Note: This application will be on file for one (1) year.**

file

# CITY OF TEXARKANA, ARKANSAS

## Application for Appointment to Citizen Advisory Board or Commission

(Please type or print clearly)

### BOARD OR COMMISSION DESIRED (Please apply for one (1) board or commission per application.)

- |   |   |
|---|---|
| <input type="checkbox"/> Advertising & Promotion Commission         | <input checked="" type="checkbox"/> Historical District Commission            |
| <input type="checkbox"/> Airport Authority                          | <input type="checkbox"/> Library Board  |
| <input type="checkbox"/> City Beautiful Commission                  | <input type="checkbox"/> Municipal Auditorium Project Advisory Commission     |
| <input type="checkbox"/> Board of Adjustment                        | <input type="checkbox"/> Planning Commission                                  |
| <input type="checkbox"/> Civil Service Commission                   | <input type="checkbox"/> Plumbing Review Board                                |
| <input type="checkbox"/> Electrical Review Board                    | <input type="checkbox"/> SWAWIB-Southwest Arkansas Workforce Investment Board |
| <input type="checkbox"/> Heating & Air Conditioning Board of Review | <input type="checkbox"/> Other:   |

Name: David Jones Home Phone: 903-277-5550

Address: 39 Brookside dr. Texarkana Resident  Yes  No \_\_\_\_\_ Years

E-Mail Address: SourPodewes@yahoo.com Miller Co. Voter Registration No. [redacted]

Employer: Hopkins Kehouse/legacy group Work Phone: 870-774-3333

Position: owner

Education: College: U of Minn. High School: F. B Kellogg

Special knowledge or past experience qualifying you for this appointment: (Please feel free to attach resume):  
Own historic bldg, real estate agent

Other relevant information (civic activities, memberships, etc.):

References: List the name and phone number of at least one Texarkana resident as a reference, especially any City staff, City Council, or current Committee members who may be contacted on your behalf.  
Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Interest: Explain why you are interested in being appointed to this board or commission.  
helping Texarkana AR.

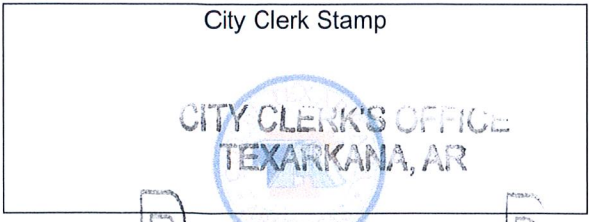
Experience: Indicate what meeting(s) you have attended of the committee for which you wish to be considered.

Number of Texarkana, Arkansas Board of Directors Meetings you have attended in the past 12 months: 3

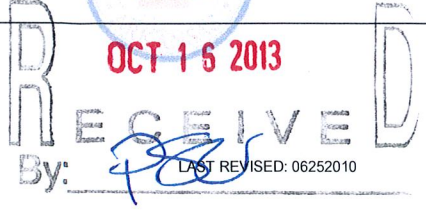
Please read the statement below and sign your name to indicate your understanding.  
**I UNDERSTAND MY ATTENDANCE WILL BE REQUIRED AT ALL COMMITTEE MEETINGS AND THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.**

Signature of Applicant: [Signature] Date Submitted: 10/16/13

Return completed application to:  
Patti Scott Grey, City Clerk  
216 Walnut Street (or)  
P O Box 2711  
Texarkana TX 75504-2711  
Phone 870-779-4995 or Fax 870-774-3170



Please Note: This application will be on file for one (1) year.



# CITY OF TEXARKANA, ARKANSAS

## Application for Appointment to Citizen Advisory Board or Commission

(Please type or print clearly)

BOARD OR COMMISSION DESIRED (Please apply for one (1) board or commission per application.)

<input type="checkbox"/> Advertising & Promotion Commission	<input checked="" type="checkbox"/> Historical District Commission
<input type="checkbox"/> Airport Authority	<input type="checkbox"/> Library Board
<input type="checkbox"/> City Beautiful Commission	<input type="checkbox"/> Municipal Auditorium Project Advisory Commission
<input type="checkbox"/> Board of Adjustment	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Civil Service Commission	<input type="checkbox"/> Plumbing Review Board
<input type="checkbox"/> Electrical Review Board	<input type="checkbox"/> SWAWIB—Southwest Arkansas Workforce Investment Board
<input type="checkbox"/> Heating & Air Conditioning Board of Review	<input type="checkbox"/> Other:

Name: DAVID L. ELLISON Home Phone: 832-545-3833

Address: 2 SPRING VALLEY LN Texarkana Resident  Yes  No \_\_\_\_\_ Years

E-Mail Address: dletxn@gmail.com Miller Co. Voter Registration No. \_\_\_\_\_

Employer: RETIREE Work Phone: \_\_\_\_\_

Position: \_\_\_\_\_

Education: GRAD UNDERGRAD  
College: UNIVERSITY OF NORTH TEXAS High School: BOOKER T. WASHINGTON, HOUSTON, TX

Special knowledge or past experience qualifying you for this appointment: (Please feel free to attach resume):  
Before November 2020 retirement; 40 uninterrupted yrs. of city management (urban planning/airport project management/planning experience. Further responsibilities in areas of main street program, historic preservation, development services, CDBG + housing programs, neighborhood revitalization, economic vitality, finance.

Other relevant information (civic activities, memberships, etc.):  
INTERNATIONAL CITY MANAGEMENT ASSOCIATION (ICMA) Lifetime Retiree Status; NATIONAL FORUM FOR BLACK PUBLIC ADMINISTRATORS (NFBPA); ALUMNI'S HARVARD INTERNATIONAL TRAINING FOR GOVERNMENT OFFICIALS

References: List the name and phone number of at least one Texarkana resident as a reference, especially any City staff, City Council, or current Committee members who may be contacted on your behalf.

Name: CHAD DOWD Phone Number: 903-824-1613

Interest: Explain why you are interested in being appointed to this board or commission.  
WE PURCHASED WHAT WE HOPE IS OUR REST OF LIFE HOME IN TEXARKANA, AR IN AUGUST 2021. WE'RE NOW EXPLORING POTENTIAL WAYS TO PROVIDE LOW KEY MEANINGFUL SERVICE TO COMMUNITY.

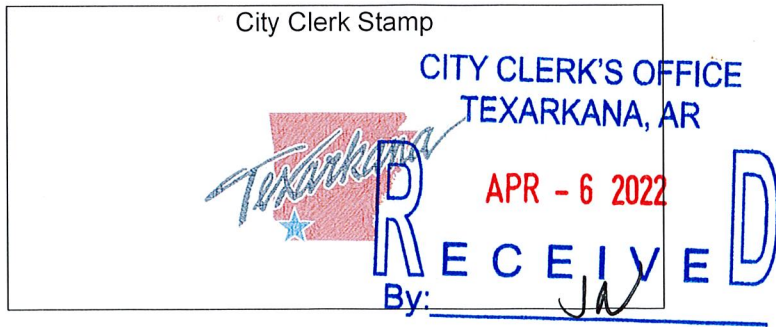
Experience: Indicate what meeting(s) you have attended of the committee for which you wish to be considered.  
NONE TO DATE. MORE THAN WILLING TO DO SO STARTING RIGHT NOW.

Number of Texarkana, Arkansas Board of Directors Meetings you have attended in the past 12 months: 1

Please read the statement below and sign your name to indicate your understanding.  
**I UNDERSTAND MY ATTENDANCE WILL BE REQUIRED AT ALL COMMITTEE MEETINGS AND THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.**

Signature of Applicant: David L. Ellison Date Submitted: 4/6/22

Return completed application to:  
Heather Soyars, City Clerk  
216 Walnut Street (or)  
P O Box 2711  
Texarkana TX 75504-2711  
Phone 870-779-4995 or Fax 870-774-3170



Please Note: This application will be on file for one (1) year.