



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Agenda - Monday, April 03, 2023 - 6:00 PM

Call to Order

Roll Call

Invocation given by Director Danny Jewell

Pledge of Allegiance given by Bi-State Justice Building Manager Kristine Barron

CITIZEN COMMUNICATION

Please fill out a Citizen Communication Card with your name and contact information for the City Clerk's records.

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.

PRESENTATION(S)

1. Presentation of the City of Texarkana, Arkansas Employee Service Awards. (ADMIN)
2. Proclamation presented to Central Records and Communications (CRC) Commander Wendy Herring for Dispatcher's Appreciation Week.

REGULAR I

3. Adopt a Resolution allowing the Board of Directors to consider interim candidates either employed or not employed by the City of Texarkana, Arkansas, as Acting City Manager. (BOD)

EXECUTIVE SESSION I

4. Adopt a Resolution appointing an Acting City Manager. (BOD)

CONSENT

5. Approval of the minutes of the regular meeting March 20, 2023. (CCD) City Clerk Heather Soyars

REGULAR II

6. Adopt a Resolution expressing the willingness of the City of Texarkana, Arkansas to utilize state aid street monies for the Euclid Street overlay project. (PWD) Public Works Director Tyler Richards
7. Adopt a Resolution to accept the 2022 audit engagement letter prepared by the accounting firm FORVIS, LLP. (FIN) Finance Director TyRhonda Henderson
8. Adopt a Resolution authorizing the Acting City Manager to enter into a contract with Contech Contractors Inc., for the rehabilitation of Building #3. (ACAC) Animal Care and Adoption Center Director Lenor Teague
9. Adopt an Ordinance to rename a section of Preston Street east of Interstate 49, to Magee Drive. (Ward 3) (PWD-Planning) City Planner Mary Beck
10. Adopt an Ordinance to rezone a tract of land located at 5301 Sanderson Lane in Ward 6 from C-3 Open-display commercial zoning to R-4 Medium density residential in order to build a single-family dwelling (Beed). (PWD-Planning) City Planner Mary Beck
11. Adopts an Ordinance granting the request for prerequisite municipal approval of a private club application for 2415 Arkansas Boulevard, Pelican Fish and Seafood, Inc. (McVay) (CCD)

The applicant requests an emergency clause. 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)

EXECUTIVE SESSION II

12. Adopt a Resolution reappointing Glen Greenwell and Matt Keil to the Civil Service Commission. (CCD) City Clerk Heather Soyars

NEXT MEETING DATE: Monday, April 17, 2023

ADJOURN

2023 City Calendar

Texarkana TOGA – 525 E. Broad Street - April 13th – 16th – 6AM – 2PM

Centennial Time Capsule/Sesquicentennial Festival – Downtown – April 14th – 15th

Penni's Purpose - Saturday, April 15th - 10AM - 8PM

Gateway Farmers Market Spring Tailgates & Tables - Saturday, April 22nd - 8AM - 2PM

Gateway Farmers Market Opening - Saturday, May 6th - 7AM - Noon

Four States Auto Museum Spring Car Show - May 6th - 8AM - 4PM

Cinco De Mayo - Saturday, May 6th - 4PM - 2AM

Gateway Farmers Market First Responders Day - Saturday, May 20th - 7AM - Noon

Be Like CJ 5K - Saturday, May 20th - 7:30AM - 10:30PM

Gateway Farmers Market Grand Opening - Saturday, June 17th - 7AM - Noon

Sesquicentennial Ball – July 8th

Gateway Farmers Market National Farmers Market Week - Saturday, July 15th - 7AM - Noon

Gateway Farmers Market Salsa Contest - Saturday, August 5th - 7AM - Noon

Gateway Farmers Market Fall Tailgates & Tables - Saturday, September 16th - 8AM - 2PM

Gateway Farmers Market Holiday Market - Saturday, November 18th - 10AM - 2PM

Founders' Week Celebration – December 4th – 10th

Texarkana Rec Center Calendar

Ageless Grace - Mondays – 2PM – 3PM

Gym Open - Mondays, Wednesdays & Fridays – 8AM - 7PM & Saturdays - 8AM – Noon

Dance Fitness - Tuesdays - 6PM & Saturdays - 11AM



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Presentation of the City of Texarkana, Arkansas Employee Service Awards. (ADMIN)

AGENDA DATE: April 3, 2023

ITEM TYPE: Ordinance Resolution Other : Presentation

DEPARTMENT: City Clerk Department

PREPARED BY: Heather Soyars, City Clerk

REQUEST: Presentation of employee service awards.

EMERGENCY CLAUSE: N/A

SUMMARY: Employee Service Awards:

Amie Moulton	TWU	5 Years
Gary Howard	TWU	5 Years
Darrell Banks	TWU	5 Years
Kyle Sharp	TWU	10 Years
Richard Walker	TWU	25 Years
Christopher Gore	TAFD	5 Years
Ruston Ueckert	TAFD	20 Years
Charles Smith	TAFD	25 Years
Claudia Phelps	TAPD	20 Years
Steven Mitchell	TAPD	20 Years
Les Munn	TAPD	20 Years
David Cornelius	PWD	30 Years

EXPENSE REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**RECOMMENDED
ACTION:** N/A

EXHIBITS: None



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution allowing the Board of Directors to consider interim candidates either employed or not employed by the City of Texarkana, Arkansas, as Acting City Manager. (BOD)

AGENDA DATE: April 3, 2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Board of Directors

PREPARED BY: Heather Soyars, City Clerk

REQUEST: Allowing the Board of Directors to consider interim candidates either employed or not employed by the City of Texarkana, Arkansas, as Acting City Manager.

EMERGENCY CLAUSE: N/A

SUMMARY:

EXPENSE REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**RECOMMENDED
ACTION:** Board of Directors recommend approval.

EXHIBITS: Resolution

RESOLUTION NO. _____

WHEREAS, following the resignation of the City Manager of the City of Texarkana, Arkansas, the City needs to appoint an Acting City Manager until a full-time City Manager can be hired; and

WHEREAS, in searching for an Acting City Manager pursuant to Arkansas Code Annotated § 14-47-121, the Board of Directors may consider acting candidates either employed or not employed by the City of Texarkana, Arkansas; and

WHEREAS, so that there is no conflict with state law, if a City employee is appointed Acting City Manager, that employee’s current position shall be absorbed into the Acting City Manager position only for that time period which the employee is Acting City Manager; and

WHEREAS, when a full-time City Manager is hired, said employee shall return to his or her employment status prior to being appointed Acting City Manager; and

WHEREAS, any Acting City Manager shall have no personnel decision power over any City Department Heads, such as hiring, firing, demotion, or promotion;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that the Acting City Manager position shall be subject to the terms and conditions set forth above.

PASSED AND APPROVED this 3rd day of April, 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution appointing an Acting City Manager. (BOD)

AGENDA DATE: April 3, 2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Board of Directors

PREPARED BY: Heather Soyars, City Clerk

REQUEST: Appointing an Acting City Manager

EMERGENCY CLAUSE: N/A

SUMMARY:

EXPENSE REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**RECOMMENDED
ACTION:** Board of Directors recommend approval.

EXHIBITS: Resolution

RESOLUTION NO. _____

WHEREAS, the position of City Manager for the City of Texarkana, Arkansas became open on April 1, 2023; and

WHEREAS, the City is currently conducting a search to fill such open position; and

WHEREAS, the City desires to appoint an interim person to act as City Manager until such position can be filled; and

WHEREAS, the Board of Directors desires to appoint _____ Acting City Manager, to be paid at a rate of \$ _____ per month; and

WHEREAS, the Board of Directors and _____ will negotiate and enter into an employment agreement at a later date;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas that _____ is appointed Acting City Manager and will be paid at a rate of \$ _____ per month.

PASSED AND APPROVED this 3rd day of April, 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Approval of the minutes of the regular meeting March 20, 2023. (CCD) City Clerk Heather Soyars
AGENDA DATE:	April 3, 2023
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Minutes
DEPARTMENT:	City Clerk Department
PREPARED BY:	Heather Soyars, City Clerk
REQUEST:	Approval of meeting minutes.
EMERGENCY CLAUSE:	N/A
SUMMARY:	Approval of meeting minutes
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	The City Clerk recommends Board approval.
EXHIBITS:	Meeting minutes.



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Minutes - Monday, March 20, 2023 - 6:00 PM

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

PRESENT: Mayor Allen Brown, Assistant Mayor Ward 1 Terry Roberts, Ward 2 Director Laney Harris, Ward 5 Director Danny Jewell, and Ward 6 Director Jeff Hart.

ALSO PRESENT: City Manager Jay Ellington, City Attorney Joshua Potter, and Deputy City Clerk Jenny Narens.

ABSENT: Director Ward 3 Steven Hollibush, Ward 4 Director Ulysses Brewer, and City Clerk Heather Soyars.

Invocation given by City Manager E. Jay Ellington.

Pledge of Allegiance led by Animal Care and Adoption Center Director Lenor Teague.

CITIZEN COMMUNICATION

Mayor Brown said Glen Greenwell, on behalf of the members of the Old Police Pension Fund, wanted to convey their appreciation to the Board for the generous contribution to their retirement plan. An Old Police Pension Fund meeting was held last week and are open to the public.

No one else came forward.

PRESENTATION(S)

Mayor Brown presented City Manager E. Jay Ellington a plaque of appreciation for his service to the City. Mr. Ellington has resigned his position as City Manager. He will serve until the end of the month, but his last day in the office will be tomorrow.

1. Comprehensive Plan presentation given by Juliet Richey with Garver. (Admin)

CONSENT

Director Harris requested Item 3. Adopt a Resolution approving the Legal Services Agreement with City Attorney Joshua Potter. (BOD) Mayor Allen Brown, be removed from the Consent agenda.

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

2. Approval of the minutes of the regular meeting March 6, 2023. (CCD) City Clerk Heather Soyars

REGULAR

City Manager E. Jay Ellington made a recommendation to Table Item 6. Adopt a Resolution directing the City Manager to enter into an agreement with Crossties. (ADMIN) City Manager E. Jay Ellington and Item 7. Adopt a Resolution directing the City Manager to enter into an agreement with 1894, LLC., and Heritage, Heart & Arts. (ADMIN) City Manager E. Jay Ellington

3. Resolution No. 2023-20 approved the Legal Services Agreement with City Attorney Joshua Potter. (BOD) Mayor Allen Brown

After a brief discussion, the motion to adopt the resolution made by Director Hart, Seconded by Assistant Mayor Roberts.

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

The motion carried 5-0 and the Mayor declared the resolution adopted.

4. Resolution No. 2023-21 authorized the City Manager to enter into an engineering contract with A.L. Franks Engineering, Inc., for the road improvement design of County Avenue. (PWD) Public Works Director Tyler Richards

After a brief discussion, the motion to adopt the resolution made by Director Hart, Seconded by Assistant Mayor Roberts.

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

The motion carried 5-0 and the Mayor declared the resolution adopted.

5. Resolution No. 2023-22 authorized the City Manager to enter into a construction contract with Francis Excavating, LLC., for rehabilitation projects on Sanderson Lane, Jefferson Avenue, Stallion Drive, and Boyd Road. (PWD) Public Works Director Tyler Richards

After a brief discussion, the motion to adopt the resolution made by Director Hart, Seconded by Director Harris.

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

The motion carried 5-0 and the Mayor declared the resolution adopted.

6. **TABLED** - Adopt a Resolution directing the City Manager to enter into an agreement with Crossties. (ADMIN) City Manager E. Jay Ellington

After a brief discussion, the motion to table the resolution made by Assistant Mayor Roberts, Seconded by Director Harris.

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

The motion carried 5-0 and the Mayor declared the resolution adopted.

7. **TABLED** - Adopt a Resolution directing the City Manager to enter into an agreement with 1894, LLC., and Heritage, Heart & Arts. (ADMIN) City Manager E. Jay Ellington

After a brief discussion, the motion to table the resolution made by Director Hart, Seconded by Assistant Mayor Roberts.

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

The motion carried 5-0 and the Mayor declared the resolution adopted.

8. Ordinance No.10-2023 deleted obsolete Ordinance No. L-227. (**This item was TABLED 03/06/2023**) (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 Director Harris, Seconded by Director Hart.

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

The motion carried 5-0 and the ordinance was read the first time in abbreviated form.

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

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

The motion carried 5-0 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 Harris, Seconded by Director Hart.

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

The motion carried 5-0 and the ordinance was read the third time in abbreviated form.

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

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

No one came forward.

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

The motion carried 5-0 and the Mayor declared the ordinance adopted.

9. Ordinance No.11-2023 amended Chapter 24 – Subdivisions of the *City of Texarkana, Arkansas Code of Ordinances*, to set limits on road guarantee renewals. **(This item was TABLED 03/06/2023)** (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 Roberts, Seconded by Director Hart.

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

The motion carried 5-0 and the ordinance was read the first time in abbreviated form.

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

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

The motion carried 5-0 and the ordinance was read the second time in abbreviated form.

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

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

The motion carried 5-0 and the ordinance was read the third time in abbreviated form.

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

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

No one came forward.

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

The motion carried 5-0 and the Mayor declared the ordinance adopted.

10. Ordinance No. 12-2023 authorized the City Manager to purchase desktop computers, laptop computers, and their necessary accessories to be utilized by various departments of the City of Texarkana Arkansas. (TWU-IT) Information Technology Director Brandon Uselton

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 Roberts, Seconded by Director Hart.

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

The motion carried 5-0 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 Roberts.

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

The motion carried 5-0 and the ordinance was read the second time in abbreviated form.

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

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

The motion carried 5-0 and the ordinance was read the third time in abbreviated form.

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

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

No one came forward.

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

The motion carried 5-0 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 Assistant Mayor Roberts.

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

No one came forward.

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

The motion carried 5-0 and the Mayor declared the emergency clause enacted.

BOARD OF DIRECTORS' COMMENTARY

Director Harris asked if there were a train derailment where would the affected residents gather for shelter and locate family members.

Mayor Brown said the Miller County Office of Emergency Management would be in charge if that were to occur.

Director Harris said he was invited to a round table discussion with train officials to discuss the speed of trains through residential neighborhoods.

Director Harris said the Board would appoint an Interim City Manager and he asked the City Attorney if the Interim City Manager were not a resident of the City of Texarkana, Arkansas, would it be a violation of state law. Director Harris said he found an Attorney General Opinion from 2015-176, which was requested by Stephanie Potter Black asked if a police chief acting as a full-time employee could act as Interim City Manager. Director Harris said the opinion boiled down to as an Interim City Manager a department head could not regulate himself. He asked if any department head could be City Manager

Director Jewell said the statute was clear the Board would appoint an Acting City Manager. He said anyone could be appointed Acting City Manager.

Mayor Brown said if you name a current department head as Acting City Manager, that department head, that person would become immediately under the Board of Directors and act on behalf of the Board of Directors.

Director Jewell said the statute was clear and in the absence of a City Manager, the Acting City Manager comes into play.

Director Hart said the City already had an employee with the title of Assistant City Manager.

Director Harris said that was the point he was getting at.

Director Roberts said the City and employees deserve stability and that rotating employees in the role of Acting City Manager would not be practical.

CITY MANAGER REPORT

City Manager E. Jay Ellington thanked the Board for allowing him to serve the citizens and work with each member of the Board.

The City did accomplish the street survey with the degrees from good streets to failed streets, but the City did not create a system for street repair and maintenance. He said he presented a resolution in support of the increase in millage which did not pass. He said the only way to fix our streets was to tax ourselves.

He said he failed in the relationship with Miller County from the juvenile detention center to PSAP and our jail rates. He said the City needed to put the past further back so there would be no pushing back and forth between the City and Miller County when an issue comes up.

He said between the City and Advertising and Promotion Commission, over a million dollars have been invested in the Entertainment District for the Front Street Plaza.

Federal dollars are moving forward with street improvements which were most critical.

The City hired a new Animal Control and Adoption Center Director and opened the new facility which were both pluses for the City.

The Board has helped him improve cooperative relationships with the Texas-side and Bi-State partners.

He said City service contracts and agreements now have a Consumer Price Index (CPI) included.

The City established a Parks and Recreation Department and put a Director in place.

Over the last couple of years, the City has had stable budgets.

He said the City had a great group of department heads and a great group of employees.

He said he was able to hire a new Police Chief to help with our policing within the community.
Mayor Brown wished City Manager E. Jay Ellington and his wife Kathy good luck in Virginia.

EXECUTIVE SESSION

The Board of Directors did not enter Executive Session.

NEXT MEETING DATE: Monday, April 3, 2023

ADJOURN

Motion to adjourn made by Director Hart, Seconded by Assistant Mayor Roberts.

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

The motion carried 5-0 and the meeting adjourned at 7:09 PM.

APPROVED this the 3rd day of April 2023.

Allen L. Brown, Mayor

Heather Soyars, City Clerk



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution expressing the willingness of the City of Texarkana, Arkansas to utilize state aid street monies for the Euclid Street overlay project. (PWD) Public Works Director Tyler Richards

AGENDA DATE: 04/03/2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Public Works Department

PREPARED BY: Tracie Lee, Assistant Public Works Director

REQUEST: Adopt a Resolution Expressing the Willingness of the City of Texarkana to Utilize State Aid Street Monies for Euclid Street Overlay.

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

SUMMARY: A resolution expressing the willingness of the City of Texarkana to utilize State Aid Street Monies for Euclid Street Overlay in the amount of \$300,000. The project is estimated to be \$375,000 of which the city will be responsible for \$75,000. Current ARPA Road project bids came in under budget approximately \$200,000.00.

To cover the City's match and possible contingencies city manager and staff would like to reallocate a portion of the ARPA funding from these projects to the Euclid Street overlay project.

If the project bids come in over \$375,000 the City will be responsible for all expenses over the \$300,000 as State Aid Monies will only cover \$300,000 of the construction cost.

EXPENSE REQUIRED: \$100,000.00 (\$75,000 match, \$25,000 contingencies)

AMOUNT BUDGETED: \$0.00

**APPROPRIATION
REQUIRED:** \$100,000.00 (ARPA Funds)

**RECOMMENDED
ACTION:** Interim City Manager and staff recommend board approval.

EXHIBITS: Resolution, & Arkansas State Aid Street Committee Letter.

RESOLUTION NO. _____

STATE AID CITY STREET PROGRAM PROJECT RESOLUTION

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF TEXARKANA TO UTILIZE STATE AID STREET MONIES FOR THE FOLLOWING CITY PROJECT:

Texarkana Euclid St. Overlay

WHEREAS, the City of TEXARKANA understands that State Aid Street Program funds are available for certain city projects at the following participating ratios:

	<u>Work Phase</u>	<u>State Aid %</u>	<u>City %</u>
Reconstruction/Resurfacing	Preliminary Engineering	100%	-0-
Construction of City Projects	Right-of-Way	-0-	100%
	Utilities	-0-	100%
	Construction	90%	10%
	Construction Engineering	100%	-0-
City projects programmed but not let to contract	All Phases	-0-	100%

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

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

SECTION II: The Acting City Manager, or his designee, is hereby authorized to execute all appropriate agreements and contracts necessary to expedite the construction of this City project.

SECTION III: The City agrees upon completion of the project to assume the maintenance of the right-of-way by City Forces and/or others including utilities and individuals in accordance with the prevailing Arkansas Department of Transportation regulations.

SECTION IV: The City pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

PASSED AND APPROVED this 3rd day of April, 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney



Arkansas State Aid Street Committee

P.O. Box 38 • NORTH LITTLE ROCK, ARKANSAS 72115-0038
PHONE: (501) 569-2346 • FAX: (501) 569-2348 • WWW.CITYSTREET.AR.GOV

STATE AID STREET COMMITTEE MEMBERS

Harry Brown
CHAIRMAN
Stephens

Rick Elumbaugh
VICE CHAIRMAN
Batesville

Crystal Marshall
Crossett

Kurt Maddox
Gravette

Josh Agee
Paragould

Shawn Gorham
Rose Bud

Virginia Young
Sherwood

Allen Brown
Texarkana

Shawn Lane
Yellville

STATE AID STREET PROGRAM ATTORNEY

Steve Napper

December 16, 2022

The Honorable Allen L. Brown
Mayor of Texarkana
P.O. Box 2711
Texarkana, Arkansas 71854

Dear Mayor Brown,

I am pleased to inform you that the State Aid Street Committee has approved your request for a project to overlay 0.72 miles of Euclid Street. The project is approved for \$300,000 of State Aid City Street funds.

State Law requires that the Arkansas Department of Transportation (ARDOT) oversees the construction contract for City Street projects including contract procurement and construction management. Before advertising for construction bids, ARDOT will mail you a copy of the construction plans with a sample resolution for your Board of Directors to pass supporting the project. If you have any questions about the construction contract, please contact ARDOT's State Aid Division at (501) 569-2346.

Sincerely,

A handwritten signature in blue ink, appearing to be "Harry Brown", with a long horizontal flourish extending to the right.

Harry Brown
Chairman

c: ARDOT, State Aid Engineer
ARDOT, District 3 Engineer



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Adopt a Resolution to accept the 2022 audit engagement letter prepared by the accounting firm FORVIS, LLP. (FIN) Finance Director TyRhonda Henderson
AGENDA DATE:	April 3, 2023
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
DEPARTMENT:	Finance Department
PREPARED BY:	TyRhonda Henderson, Finance Director

REQUEST:	N/A
EMERGENCY CLAUSE:	N/A

SUMMARY:	This item is to approve a letter of engagement with the firm FORVIS, LLP to conduct the City of Texarkana, Arkansas' and the Bi-State Justice Center's 2022 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 \$110,000 for audits of the financial statements for the City and BiState, with additional fees of \$5,500 for one major program audited under Uniform Guidance and \$3,000 to \$5,000 for testing the implementation of GASB 87. The City Manager and Finance Director recommend approving a one-year letter of engagement. The one-year engagement is a 6.3% increase from 2021 to 2022.
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EXPENSE REQUIRED:	\$120,500
AMOUNT BUDGETED:	\$114,000
APPROPRIATION REQUIRED:	\$6,500

RECOMMENDED ACTION:	Interim City Manager and staff recommend approval
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EXHIBITS:	Resolution and Engagement Letter
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RESOLUTION NO. _____

WHEREAS, the firm FORVIS, LLP, has submitted a letter of engagement to conduct annual audits for the City of Texarkana, Arkansas, and the Bi-State Justice Center for 2022; and

WHEREAS, FORVIS, 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 Acting City Manager and Finance Director recommend approving a one-year engagement with a 6.2% increase from 2022 for \$110,000.00, \$5,500.00 for the anticipated one major program audited under Uniform Guidance, and \$3,000.00 to \$5,000.00 for testing the implementation of GASB 87 depending on the time expended; and

WHEREAS, the Acting 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 Acting City Manager is authorized and directed to enter into a letter of engagement with FORVIS, LLP in an amount not to exceed \$120,500.00.

PASSED AND APPROVED this 3rd day of April, 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

FORVIS

809 S. 52nd Street, Suite A / Rogers, AR 72758

P 479.845.0270 / F 479.845.0840

forvis.com

March 16, 2023

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 **FORVIS, 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 an **Unmatched Client Experience**

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

- Audit Services for the year ended December 31, 2022
- Attestation Examination Services for the year ended December 31, 2022

BI-STATE JUSTICE CENTER (the Center)

- Audit Services for the year ended December 31, 2022.

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 a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

Engagement Fees

The fee for our services will be \$110,000 for the audits of the financial statements of the City and the Center, and \$5,500 for anticipated one major program under Uniform Guidance. The additional fee for testing the implementation of GASB 87 is expected to be \$3,000 to \$5,000 based on time expended.

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 certain technology and administrative costs associated with our services.

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

Our timely completion of services and the fees thereon 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 additional billings, untimely filings, or inability to meet other deadlines. If there are changes in circumstances where these or other conditions become known and significant additional time is necessary or additional services are requested, we reserve the right to revise our fees.

Assistance with New Standards

Assistance and additional time as a result of the adoption of the following new 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.

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:
 - 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.

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.

FORVIS, LLP

FORVIS, 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 _____

DATE _____

Scope of Services – Audit Services

We will audit the governmental activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements for the following entity(ies):

CITY OF TEXARKANA, ARKANSAS as of and for the year ended December 31, 2022.

BI-STATE JUSTICE CENTER as of and for the year ended December 31, 2022.

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing opinions on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect to each of your major federal award programs in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance
- Issuing a report on your schedule of expenditures of federal awards

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 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.

We will also provide you with the following nonattest services:

- Preparing a draft of the Annual Comprehensive Financial Report.
- Assisting with printing and processing of the final report

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge, and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

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

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

Entity Name	Party Name
CITY OF TEXARKANA, ARKANSAS	Honorable Mayor, City Manager, and Members of the Board of Directors
BI-STATE JUSTICE CENTER	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 the 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
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity complied with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each major federal award program

We will exercise professional judgment and maintain 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.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

Limitations & Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement or material noncompliance 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. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

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.

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 FORVIS.

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(s) to our auditor's report, or if necessary, decline to express an opinion or 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 accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
 - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
 - Additional information that we may request for the purpose of the audit
- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
 - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
 - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors
- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets

- Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
- 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)
- Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
- Distribution of audit reports to any necessary parties

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.

Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis ("MD&A")
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

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

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS

**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 audit 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, upon request. If you would like a copy, please request from your engagement executive.

Attestation Examination Services

We will examine the written assertion made by management that the City complied with certain state acts during the year ended December 31, 2022.

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:

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

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.

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.

FORVIS, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **FORVIS 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 FORVIS, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to FORVIS, LLP ("FORVIS"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. 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. All fees, charges, and other amounts payable to FORVIS hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on FORVIS' net income or taxes arising from the employment or independent contractor relationship between FORVIS and FORVIS' personnel.

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 FORVIS 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 five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of FORVIS' services hereunder.

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. The mediator will be selected by agreement of the parties. 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 FORVIS harmless from any and all claims which arise from knowing misrepresentations to FORVIS, or the intentional withholding or concealment of information from FORVIS by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify FORVIS for any claims made against FORVIS 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 FORVIS 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 FORVIS 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 FORVIS' 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 FORVIS or if enforcement of this provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall FORVIS 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. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **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.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that FORVIS has no responsibility to maintain this information. You agree You will not rely on FORVIS 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 FORVIS' servers, i.e., FORVIS portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.
16. **FORVIS Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of FORVIS. 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, FORVIS 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.

17. **Subpoenas or Other Legal Process.** In the event FORVIS is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which FORVIS is not a party, You shall compensate FORVIS for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **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 any 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.

19. **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

20. **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.

21. **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, "FORVIS, 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. FORVIS, LLP also has not performed any procedures relating to this offering document."

22. **FORVIS Not a Municipal Advisor.** FORVIS is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, FORVIS 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 FORVIS.
23. **FORVIS Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **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.
25. **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.

26. **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

27. **Cooperation.** You agree to cooperate with FORVIS in the performance of FORVIS' services to You, including the provision to FORVIS of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
28. **Third-Party Service Providers.** FORVIS may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. FORVIS maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, FORVIS 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 FORVIS sharing Your confidential information with the third-party service provider.
29. **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. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor FORVIS shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
30. **Use of FORVIS Name.** Any time You intend to reference FORVIS' 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.

31. **Praxity.** FORVIS is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. FORVIS is not connected, however, by ownership with any other firm using the name "Praxity." FORVIS will be solely responsible for all work carried out on Your behalf. In deciding to engage FORVIS, 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.
32. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and FORVIS 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 FORVIS.
33. **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, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Adopt a Resolution authorizing the Acting City Manager to enter into a contract with Contech Contractors Inc., for the rehabilitation of Building #3. (ACAC) Animal Care and Adoption Center Director Lenor Teague
AGENDA DATE:	April 3, 2023
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
DEPARTMENT:	Animal Care and Adoption Center
PREPARED BY:	Lenor Teague
REQUEST:	Hire Contech Contractors, Inc. rehabilitate existing building #3
EMERGENCY CLAUSE:	N/A
SUMMARY:	Hire Contech Contractors, Inc
EXPENSE REQUIRED:	\$105,882.77
AMOUNT BUDGETED:	\$125,000.00
APPROPRIATION REQUIRED:	\$105,882.77
RECOMMENDED ACTION:	Acting City Manager and staff recommend approval
EXHIBITS:	Resolution and Bids Attached

RESOLUTION NO. _____

WHEREAS, after advertisement, a low bid in the amount of \$105,882.77 was submitted by Contech Contractors, Inc., for the rehabilitation of Building #3 at the Animal Care and Adoption Center; and

WHEREAS, the funds for such project were budgeted at \$125,000.00 and are available; and

WHEREAS, the Acting 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 Acting City Manager is authorized to enter into a contract with Contech Contractors, Inc., for the purposes and in the amount set forth above.

PASSED AND APPROVED this 3rd day of April, 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

Bid Form
ACAC Building Rehab
W.O.#: ACAC-2023-001

Owner: City of Texarkana, Arkansas
 DATE: Tuesday, March 7, 2023, 2:00 PM

Bid Amount

NO.	DESCRIPTION	QUANTITY	UNIT	Bid Amount	
				Bryan Powell Drywall	Contech Contractors, Inc.
1	Remove Existing Roof , Provide all labor, materials, and equipment necessary to remove and dispose of the existing roof and insulation:	1.0	LS	\$	\$
2	Install Standing Seam Metal Roof , Provide all labor, materials, and equipment necessary to install 24-gauge standing seam metal roof and insulation:	1.0	LS	\$	\$
3	Install Gutters and Downspouts , Provide all labor, materials, and equipment necessary to install gutters and downspouts:	1.0	LS	\$	\$
4	Repair Building Column Bases , Provide all labor, materials, and equipment necessary to repair corroded lower sections of building columns:	1.0	LS	\$	\$
5	Remove and Replace Ceiling Grid and Tiles , Provide all labor, materials, and equipment necessary to remove existing ceiling grid and tiles:	1.0	LS	\$	\$
	Total Base Bid Amount			115,000. ⁰⁰	\$ 105,882. ⁷⁷
6	Deductive Alternate No. 1 (Deduct Bid Item No. 5 - Remove and Replace Ceiling Grid and Tiles)	1.0	LS	\$	\$
	Total Bid Amount w/ Decutive Alternate No. 1			103,100. ⁰⁰	\$ 100,455. ⁴⁷

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Signed: _____
 Printed Name: _____
 Title: _____
 Date Submitted: _____

Bidder's Business Address: _____

 Phone No / Fax Number _____ / _____
 E-mail address _____
 Federal Identification No. _____

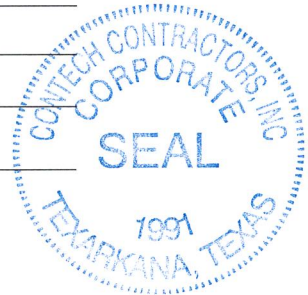
Bid Form
ACAC Building Rehab
W.O.#: ACAC-2023-001

Owner: City of Texarkana, Arkansas
 DATE: Tuesday, March 7, 2023, 2:00 PM

					Bid Amount	
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	
1	Remove Existing Roof. Provide all labor, materials, and equipment necessary to remove and dispose of the existing roof and insulation:	1.0	LS	\$ 27,421.56	\$ 27,421.56	
2	Install Standing Seam Metal Roof. Provide all labor, materials, and equipment necessary to install 24-gauge standing seam metal roof and insulation:	1.0	LS	\$ 46,857.79	\$ 46,857.79	
3	Install Gutters and Downspouts. Provide all labor, materials, and equipment necessary to install gutters and downspouts:	1.0	LS	\$ 10,527.48	\$ 10,527.48	
4	Repair Building Column Bases. Provide all labor, materials, and equipment necessary to repair corroded lower sections of building columns:	1.0	LS	\$ 15,648.64	\$ 15,648.64	
5	Remove and Replace Ceiling Grid and Tiles. Provide all labor, materials, and equipment necessary to remove existing ceiling grid and tiles:	1.0	LS	\$ 5,427.30	\$ 5,427.30	
	Total Base Bid Amount				\$ 105,882.77	
6	Deductive Alternate No. 1 (Deduct Bid Item No. 5 - Remove and Replace Ceiling Grid and Tiles)	1.0	LS	\$ 5,427.30	\$ 5,427.30	
	Total Bid Amount w/ Decutive Alternate No. 1				\$ 100,455.47	

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Signed: WLB. B. Douglas
 Printed Name: William Blake Douglas
 Title: Vice President
 Date Submitted: 3/21/23



Bidder's Business Address: 4003 W. 7th Street
Texarkana, Texas 75501
 Phone No / Fax Number: 903-831-4515 / 903-838-2691
 E-mail address: wb@contechcontractorsinc.com
 Federal Identification No. 75-2371089

Bid Form
ACAC Building Rehab
W.O.#: ACAC-2023-001

Owner: City of Texarkana, Arkansas
 DATE: Tuesday, March 7, 2023, 2:00 PM

Bid Amount

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Remove Existing Roof , Provide all labor, materials, and equipment necessary to remove and dispose of the existing roof and insulation:	1.0	LS	\$	\$ 24,000 ⁰⁰
2	Install Standing Seam Metal Roof , Provide all labor, materials, and equipment necessary to install 24-gauge standing seam metal roof and insulation:	1.0	LS	\$	\$ 55,200 ⁰⁰
3	Install Gutters and Downspouts , Provide all labor, materials, and equipment necessary to install gutters and downspouts:	1.0	LS	\$	\$ 11,900 ⁵⁰
4	Repair Building Column Bases , Provide all labor, materials, and equipment necessary to repair corroded lower sections of building columns:	1.0	LS	\$	\$ 12,000 ⁰⁰
5	Remove and Replace Ceiling Grid and Tiles , Provide all labor, materials, and equipment necessary to remove existing ceiling grid and tiles:	1.0	LS	\$	\$ 11,900 ⁰⁰
	Total Base Bid Amount				\$ 115,000 ⁰⁰
6	Deductive Alternate No. 1 (Deduct Bid Item No. 5 - Remove and Replace Ceiling Grid and Tiles)	1.0	LS	\$	\$
	Total Bid Amount w/ Decutive Alternate No. 1				\$ 11,900 ⁰⁰

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Signed: Bryan Powell
 Printed Name: Bryan Powell
 Title: President
 Date Submitted: 3/21/2023

Arkansas Contractors Lic. 47300423

Bidder's Business Address: 4330 Parker Ln
Texarkana, AR, 71854
 Phone No / Fax Number: 870-772-6225 / 903-826-8039 Mobil
 E-mail address: Powelldrywalk@gmail.com
 Federal Identification No. 71-0837071



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance to rename a section of Preston Street east of Interstate 49, to Magee Drive. (Ward 3) (PWD-Planning) City Planner Mary Beck

AGENDA DATE: April 3, 2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Public Works/Planning

PREPARED BY: Mary Beck

REQUEST: Adopt an ordinance to rename a section of right of way that was cut off by Interstate 49 from Preston Street to Magee Drive.

EMERGENCY CLAUSE: None requested.

SUMMARY: The Planning Commission recommends approval. Currently Magee Drive has no outlet on the west end with the name Magee Drive. Actual addresses that would have to be changed consist of two residences and one church building. Signatures of two of those three were obtained. There was no opposition to this request and indications are it would be helpful to those looking for Magee Drive off Cooper Tire. All seventeen property owners of land abutting this section of right of way were notified of the request and invited to the Planning Commission review. The block ranges impacted are from the 3400 block of Preston Street to where it merges with 4300 Magee Drive, approximately 1900 linear feet.

A public hearing was held at the Board of Directors' meeting on March 6, 2023.

EXPENSE REQUIRED: 0

AMOUNT BUDGETED: 0

**APPROPRIATION
REQUIRED:** 0

**RECOMMENDED
ACTION:** Adopt an ordinance to rename the section of Preston Street east of Interstate 49 to Magee Drive.

EXHIBITS: Ordinance, Memo to City Manager, application for City Manager review, petition, location map.

ORDINANCE NO. _____

**AN ORDINANCE RENAMING A SECTION OF
PRESTON STREET EAST OF INTERSTATE 49 TO
MAGEE DRIVE; AND FOR OTHER PURPOSES**

WHEREAS, the Board of Directors of the City of Texarkana, Arkansas, has received a request to rename a section of right of way separated by Interstate 49 from “Preston Street” to “Magee Drive”, more specifically the block range from 3400 Preston Street to 4300 Magee Drive; and

WHEREAS, the Planning Commission conducted a public hearing on February 13, 2023, to obtain citizen input from neighbors and interested citizens and after having no opposition, voted 5-0 for approval with two commissioners absent; and

WHEREAS, the Acting City Manager and Staff recommend approval;

NOW, THEREFORE, BE IT ORDAINED, by the Board of Directors of the City of Texarkana, Arkansas, that the segment of Preston Street between Interstate 49 on the west to where it becomes Magee Drive on the east is hereby renamed Magee Drive.

PASSED AND APPROVED this 3rd day of April, 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney



CITY OF TEXARKANA ARKANSAS

DEPARTMENT OF PUBLIC WORKS

216 WALNUT ST 71854-6024

P O BOX 2711 TEXARKANA ARKANSAS 75504-2711

PHONE (870) 779-4971 – FAX (870) 773-2395

MEMORANDUM

TO: Jay Ellington, City Manager
FROM: Mary L. Beck, City Planner
DATE: February 16, 2023
SUBJECT: Board of Directors Agenda item for March 6, 2023 – Renaming recommendation – Request by Steven Hollibush, 1115 Garland Avenue, Texarkana, AR 71854, to rename a section of right of way separated by Interstate 49 from Preston Street to Magee Drive.

LEGAL DESCRIPTION:

The segment of Preston Street under consideration is located between Interstate 49 on the west to where it becomes Magee Drive on the east. The block ranges are from 3400 Preston Street to 4300 Magee Drive.

REASON FOR REQUEST:

To aid in delivery of goods and services and general transport.

EXISTING LAND USES:

Site: NA
North: Single-family dwellings, fire station, church, & undeveloped
East: Single-family dwellings
South: Single-family dwellings
West: Interstate 49

EXISTING ZONING:

Site: NA
North: M-1 Limited Manufacturing, R-2 Single-family residential, C-1 General retail commercial & O-1 Office quiet commercial
South: M-1 Limited Manufacturing, R-2 Single-family residential
East: R-2 Single-family residential
West: NA



www.cityoftexarkanaar.com

COMPATIBILITY WITH EXISTING ZONING:

The name of the street is not a factor for compatibility.

UTILITIES & TRANSPORTATION NETWORK:

Local :	Preston and Magee are local streets
Collector:	NA
Arterial:	NA
Water:	NA
Sewer:	NA
Fire hydrant:	Three fire hydrants are in the section impacted

CONFORMANCE WITH APPLICABLE ORDINANCES AND/OR STATE STATUTES:

The *Arkansas Code of 1987 Annotated (14-56-422B)* requires the following – “All plans, recommended ordinances, and regulations shall be adopted through the following procedure for adoption of plans and regulations:

(A) The Planning Commission shall hold a public hearing on the plans, ordinances, and regulations proposed under this subchapter.

(B) Notice of public hearing shall be published in a newspaper of general circulation in the city, at least (1) time fifteen days prior to the hearing.

(2) Following the public hearing, proposed plans may be adopted, and proposed ordinance and regulations may be recommended as presented, or in modified form, by a majority vote of the entire commission.

(3) Following its adoption of plans and recommendation of ordinances and regulations, the commission shall certify adopted plans of recommended ordinances and regulations to the legislative body of the city for its adoption.

(4) The legislative body of the city may return the plans and recommended ordinances and regulations to the commission for further study or rectification, or, by a majority vote of the entire membership, may, by ordinance or resolution, adopt the plans and recommended ordinances or regulations submitted by the commission. However, nothing in this subchapter shall be construed to limit the city board’s authority to recall the ordinances and resolutions by a vote of a majority of the council.

(5) Following adoption by the legislative body, the adopted plans, ordinances, and regulations shall be filed in the office of the City Clerk. The City Clerk shall file, with the county recorder of the counties in which territorial jurisdiction is being exercised such plans, ordinances, and regulations as pertain to the territory beyond the corporate limits.

The required notice was published in the Sunday, January 29, 2023, edition of the Texarkana Gazette. Letters were mailed to seventeen (17) property owners adjacent to Preston Street.

OPPOSITION:

None to date

PLANNING COMMISSION CERTIFICATION:

The Planning Commission met on February 13, 2023, to review this request. On a motion to approve by Mr. Clyde (Boots) Thomas, seconded by Dr. Randall Hickerson, the motion passed. A roll call vote was 5-0 as two commissioners were absent.

Adger Smith	Yes
Anderson Neal	Absent
Bertha Dunn	Yes
Jason Dupree	Absent
Randall Hickerson	Yes
Clyde "Boots" Thomas	Yes
Mike Jones	Yes

ACTION REQUESTED BY CITY BOARD OF DIRECTORS:

To adopt an ordinance to change the name of the right of way on the east side of Interstate 49 from Preston Street to Magee Drive. *The Arkansas Code of 1987 Annotated* requires every ordinance to be read three times before adoption. These three readings may all occur at the same meeting or at the second and third subsequent meetings after the first reading of the ordinance.

Enclosure: Naming policy and petitions



Petition Requirements for Naming/Renaming a City Facility

1. Requests to rename a street must include written support in the form of a petition containing more than 50% of the residents on that particular street.
2. Request to name a major facility other than a street must have written support in the form of a petition containing at least 100 verifiable signatures for consideration. (Major facilities include City buildings, parks, trails, honorary streets or sections of roadways, etc.)
3. Requests to name a minor facility must have written support in the form of a petition containing at least 50 verifiable signatures for consideration. (Minor facilities include rooms, pavilions, bridges, fountains, features, walkways; etc.)
4. All petitions must contain the name address, and signature of each person signing the petition.
5. All petitions must be accompanied by a sworn statement from the circulator of the petition attesting to the genuineness and validity of the signatures listed on the petition.



Petition Circulator Statement
for Naming/Renaming a City
Facility

Petition for: Preston Street - section I49 west to Magee Dr.
(Current Facility Name)

To be named: Magee Dr
(Proposed Name)

Property address or location description of facility: _____
Preston Street from I49 west to Magee Drive.

I, Steven Hollibush, do hereby certify that I am a _____
resident of the City of Texarkana, Miller County, Arkansas; my physical address is:

1115 Grand Ave TXK AR 71854

Each signature on the attached petition is genuine and was affixed thereto, on the date shown, in my presence, by a separate individual who declared at the time of signing to be a resident or business owner of the City of Texarkana, Arkansas.

(Signature of Petition Circulator) (Date)

CITY CLERK'S OFFICE
TEXARKANA, AR
DEC 28 2022
RECEIVED
By: _____


Sample Petition

NAME OF PETITIONER		ADDRESS	DATE
1	Print Name Adger Smith Signature <i>Adger Smith</i>	Residence/Business Address (No P.O. Box) 3800 Preston St City Zip TXK 71854	Today's Date 12-21-22
2	Print Name Donna Smith Signature <i>Donna Smith</i>	Residence/Business Address (No P.O. Box) 3800 Preston St City Zip TXK 71854	Today's Date 12/21/2022
3	Print Name Denny Johnson Signature	Residence/Business Address (No P.O. Box) 3820 Preston St City Zip TXK 71854	Today's Date
4	Print Name Jon Kellendon - City of TXK, AR Signature <i>Jon Kellendon</i>	Residence/Business Address (No P.O. Box) 4102 Preston St City Zip TXK 71854	Today's Date 12/28/22
5	Print Name Kessie Johns - Providence Bldg Signature <i>Kessie Johns</i>	Residence/Business Address (No P.O. Box) 4203 Preston St City Zip TXK 71854	Today's Date 12/21/22
6	Print Name Signature	Residence/Business Address (No P.O. Box) City Zip	Today's Date
7	Print Name Signature	Residence/Business Address (No P.O. Box) City Zip	Today's Date
8	Print Name Signature	Residence/Business Address (No P.O. Box) City Zip	Today's Date
9	Print Name Signature	Residence/Business Address (No P.O. Box) City Zip	Today's Date
10	Print Name Signature	Residence/Business Address (No P.O. Box) City Zip	Today's Date
11	Print Name Signature	Residence/Business Address (No P.O. Box) City Zip	Today's Date
12	Print Name Signature	Residence/Business Address (No P.O. Box) City Zip	Today's Date
13	Print Name Signature	Residence/Business Address (No P.O. Box) City Zip	Today's Date
14	Print Name Signature	Residence/Business Address (No P.O. Box) City Zip	Today's Date
15	Print Name Signature	Residence/Business Address (No P.O. Box) City Zip	Today's Date

CITY CLERK'S OFFICE
TEXARKANA, AR

RECEIVED
DEC 28 2022
By: *[Signature]*

Sample Petition

NAME OF PETITIONER		ADDRESS	DATE
1	Print Name <u>Bob Dawson</u> Signature 	Residence/Business Address (No P.O. Box) <u>4102 Preston St.</u> City Zip <u>Fayetteville AR 71854</u>	Today's Date <u>02-04-23</u>
2	Print Name _____ Signature _____	Residence/Business Address (No P.O. Box) _____ City Zip _____	Today's Date _____
3	Print Name _____ Signature _____	Residence/Business Address (No P.O. Box) _____ City Zip _____	Today's Date _____
4	Print Name _____ Signature _____	Residence/Business Address (No P.O. Box) _____ City Zip _____	Today's Date _____
5	Print Name _____ Signature _____	Residence/Business Address (No P.O. Box) _____ City Zip _____	Today's Date _____
6	Print Name _____ Signature _____	Residence/Business Address (No P.O. Box) _____ City Zip _____	Today's Date _____
7	Print Name _____ Signature _____	Residence/Business Address (No P.O. Box) _____ City Zip _____	Today's Date _____
8	Print Name _____ Signature _____	Residence/Business Address (No P.O. Box) _____ City Zip _____	Today's Date _____
9	Print Name _____ Signature _____	Residence/Business Address (No P.O. Box) _____ City Zip _____	Today's Date _____
10	Print Name _____ Signature _____	Residence/Business Address (No P.O. Box) _____ City Zip _____	Today's Date _____
11	Print Name _____ Signature _____	Residence/Business Address (No P.O. Box) _____ City Zip _____	Today's Date _____
12	Print Name _____ Signature _____	Residence/Business Address (No P.O. Box) _____ City Zip _____	Today's Date _____
13	Print Name _____ Signature _____	Residence/Business Address (No P.O. Box) _____ City Zip _____	Today's Date _____
14	Print Name _____ Signature _____	Residence/Business Address (No P.O. Box) _____ City Zip _____	Today's Date _____
15	Print Name _____ Signature _____	Residence/Business Address (No P.O. Box) _____ City Zip _____	Today's Date _____

Rec'd
2-13-2023
MB

City of Texarkana, Arkansas

Buildings, Facilities & Streets Naming Policy

1. PURPOSE.

The purpose of this policy is to establish a formal process for naming city-owned facilities, including, but not limited to, building (and portions thereof such as meeting rooms), parks, and other real property facilities. This policy shall also apply to renaming streets and roads, but not to the naming of newly constructed streets and roads, which must adhere to Sec. 2-2.5. – Fees for Services Rendered and Sec. 24-73. (e) – Streets, Alleys and Roads, of the *City of Texarkana, Arkansas Code of Ordinances*.

2. AUTHORIZATIONS.

The Board of Directors shall have final approval of all naming decisions and methods of recognition. The Board of Directors may create a committee or commission for the purpose of recommending naming nominations. Petitioners for name changes must be residents of the City of Texarkana, Arkansas in order for such petition to be considered.

3. OBJECTIVES.

- a. Provide name identification for City-owned buildings, structures, facilities, parks, streets and specified areas.
- b. Provide opportunity for the citizens of Texarkana and neighboring or affected property owners to have input into the process of naming City-owned facilities.
- c. Provide for the recommendation of commissions and committees, as appropriate.
- d. Ensure that control for naming of City-owned facilities rests with the Board of Directors.
- e. Establish guidelines for the methods of recognition.
- f. Allow for the potential to sell naming rights to facilities or properties by written agreement. Street name changes must adhere to Sec. 2-2.5. Fees for Services Rendered of the *City of Texarkana, Arkansas Code of Ordinances*.

4. QUALIFYING NAMES.

Names proposed for City buildings, facilities or streets should provide some form of individual identity related to:

- a. The geographic location of the facility
- b. An outstanding feature of the facility.
- c. The adjoining feature of the facility
- d. A recognized historical event, group, or individual.

- e. An individual or group who provided an exceptional service in the interest of the City of Texarkana.
- f. An individual, group or entity who contributed significantly to the acquisition or development of the facility.
- g. An individual, group or entity who provides land, capital or other resources for the acquisition, expansion, development, or redevelopment of the facility for the express purpose of attaching its name to the facility for a specific period of time through agreement with the Board of Directors.
- h. Street names shall conform to the rules set forth in Sec. 2-2.5. – Fees for Services Rendered and Sec. 24-73. (e) – Streets, Alleys and Roads, of the *City of Texarkana, Arkansas Code of Ordinances*.
- i. Naming facilities, buildings, or streets of individual persons shall comply with the provision of Arkansas Code Annotated §25-1-121.

5. NAMING PROCESS

- a. At the time a City facility or land is acquired, but before development occurs, the City Manager (or designated agent) will assign a temporary working name for the area, facility, or project.
- b. Once the development is initiated, the public and interested citizen groups will be invited to submit nominations by the way of press release, announcement, advertisement, or social media post soliciting nominations or a specified period of time, but not less than three days. The nominations shall be submitted to the Planning Commission.
- c. The Planning Commission shall select a name to recommend for the facility. The Commission's recommendation shall be publicized in a local newspaper for at least a four-week period and citizen comments shall be requested. All property owners adjacent to the facility to be renamed shall be specifically notified in writing of the pending name change during this period. The Commission shall consider all public comments received. No later than sixty days following the four-week public notice period and after considering all public comments received, the Commission shall finalize its recommendation to the Board of Directors. The Board of Directors shall consider the recommended name, and all other pertinent information, in determining the name for the facility.
- d. For the name of an individual (excluding historically significant individuals) to be considered, that person must have contributed significantly to the acquisition or development of the facility or the City. The nomination must be accompanied by a biographical sketch which shall provide evidence of contributions to the facility or the City. Facilities will not be named for living individuals unless the individual made a significant contribution as outline in 4F or 4G above.

6. RECOGNITION

- a. The methods of recognition shall be subject to approval by the Board of Directors. A commission making recommendation regarding a naming decision may also make recommendations regarding the methods of recognition.
- b. Recognition methods may include, but are not limited to:
 - i. Naming the facility or a portion of the facility named after a person, business, or other organization.
 - ii. Erecting a plaque or marker with the honoree's name at the facility.
 - iii. Displaying a sign acknowledging the honoree's donation or accomplishment.
 - iv. Methods of recognition shall not create a commercial appearance of the public facility. Such recognition shall complement the architectural style and appearance of the facility.

7. RENAMING A FACILITY

- a. The renaming of a facility is strongly discouraged. Efforts to change a facility name should be subject to the most critical examination so as not to diminish the original justification for the name or discount the value of prior contributors.
- b. Only those facilities named for geographic location, outstanding feature, or subdivision or neighborhood may be considered for renaming. Facilities named by deed restriction or other legally binding obligation cannot be considered for renaming unless the deed or other restriction so permits.
- c. Facilities named after individuals should not be changed unless it is found and determined by the Board of Directors that the individual's personal character is or was such that the continued use of their name for a facility would not be in the best interest of the community.
- d. In order for a facility to be considered for renaming, the following must occur:
 - i. The recommended name must qualify according to Section 5 of this policy.
 - ii. The nomination for renaming must come from the Planning Commission and be accompanied by a petition from citizens of Texarkana who are users of the particular facility.

8. RENAMING STREETS.

- a. The renaming of streets is strongly discouraged. Efforts to change a the name of a street should be subject to the most critical examination due to the factors related to commerce, public safety response, cost to the public for implementing the name change, and other economic implications or hardships to property owners along the street that might be associated with changing address designations.
- b. Streets named after individuals should not be changed unless it is found that the individual's personal character is or was such that the continued use of their name for a facility would not be in the best interest of the community.
- c. The nomination for renaming must come from the Planning Commission and be accompanied by a petition from citizens of Texarkana who are users of the particular facility.

- d. Petitions or request from residents of Texarkana related to changing the name of a City street shall be forwarded to the Planning Commission. Such petitions or requests shall include the names and contact information of all property owners along the street, including an indication as to whether or not they have been contacted about the proposed name change as well as an indication of whether or not they are in favor of the change. The Planning Commission will analyze the following:
 - i. The number of properties, parcels, structures, and/or addresses that would be affected by changing the name of the street, including definition of the number of residences and businesses.
 - ii. The number of intersections along the street that would require replacement of street signage and the estimated cost of materials and labor to make and install new signs to reflect the name change.
 - iii. Any issues regarding changing the street name in the 9-1-1 address database should be identified.
- e. The Planning Commission shall make a recommendation to the Board of Directors including all relevant information, and as to whether or not the petition or request to change the name of the street should be approved.
- f. The Board of Directors shall decide on the Planning Commission's recommendation. If the Board determines the name change should move forward, such decision shall be publicized in a local newspaper for at least a four-week period and citizen comments shall be requested. All property owners along the street to be renamed shall be specifically notified in writing of the pending name change during this period. The Board shall consider all public comments received. At any time following the four-week public notice period and after considering all public comments received, the Board may finalize the decision regarding renaming the street.
- g. Honorary or Historic designation of a City street. From time to time, the City may receive requests to place an honorary or historic designation upon a City street without officially changing the name of the street. Such requests shall be forwarded to the Planning Commission. The Planning Commission shall make a recommendation to the Board of Directors.
 - i. If the request is made to honor a particular individual, and the name meets the criteria as set forth in Section 4 herein, the Board of Directors may direct that an honorary sign topper be installed reflecting the honoree. Such honorary sign topper shall be smaller and of a different color than the official sign blades designating the official name of the street.
 - ii. If the request is made to honor a specific historic event, or perhaps the former name of the city street, the Board of Directors may direct that sign toppers be installed reflecting historic event or name. Such sign topper shall be small and of a different color than the official sign blades designating the official name of the street.
 - iii. Honorary or Historic designations of City streets are unofficial. They may be so designated for a specific time frame, or until further notice. Such designations may be removed at any time by action of the Board of Directors.

9. OTHER NAMING ALTERNATIVES

- a. Facilities that are donated to the City (or built upon land donated to the City) may be named by deed restriction of the donor. The naming and acceptance of the deed is subject to the recommendation of the Planning Commission and approval by the Board of Directors.
- b. Facilities within a larger facility (i.e., a playground at a park, a meeting room in a building, etc.) may be named separately from the main facility they are in, subject to the other requirements of this policy.

10. SELLING SPONSORSHIP/NAMING RIGHTS

The City may sell sponsorship or naming rights for City facilities to individuals or businesses with the intent of raising capital for the development and/or operations expense of City properties.

- a. A proposal to sell sponsorship or naming rights must be publicly solicited, and any interested party may submit a proposal for purchasing sponsorship or naming rights.
- b. Upon selecting a proposal, the City may negotiate a written agreement specifying the terms of payment and duration of the agreement.
- c. Any proposal agreement shall be publicized and offered for public comment for a period of two weeks. After such time, the Board of Directors may consider approval of the agreement.



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance to rezone a tract of land located at 5301 Sanderson Lane in Ward 6 from C-3 Open-display commercial zoning to R-4 Medium density residential in order to build a single-family dwelling (Beed). (PWD-Planning) City Planner Mary Beck

AGENDA DATE: April 3, 2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Public Works/Planning

PREPARED BY: Mary Beck

REQUEST: Adopt an ordinance to rezone a tract of land located at 5301 Sanderson Lane from C-3 Open-display commercial zoning to R-4 Medium-density residential in order to build a single-family dwelling.

EMERGENCY CLAUSE: N/A

SUMMARY: The Planning Commission recommends approval of this rezoning with no opposition voted. The property has been continually owned by the family for generations and some decades ago was the location of a family dwelling.

EXPENSE REQUIRED: 0

AMOUNT BUDGETED: 0

**APPROPRIATION
REQUIRED:** 0

**RECOMMENDED
ACTION:** Adopt an ordinance to rezone property in order to build a single-family dwelling.

EXHIBITS: Ordinance, Memo to City Manager, deeds, location/zoning map.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. K-286, AS AMENDED; AND FOR OTHER PURPOSES

WHEREAS, an application to amend the Land Use Plan was filed with the Planning Commission of the City of Texarkana, Arkansas, requesting the following described land located at 5301 Sanderson Lane, be rezoned, from C-3 Open Display Commercial to R-4 Medium-Density Residential:

A part of the East One-half of the Northeast Quarter of the Northeast Quarter (E 1.2 NE ¼ NE ¼) of Section Eight (8), Township Fifteen (15) South, Range Twenty-Eight (28) West, Miller County, Arkansas, and being more particularly described as follows: BEGINNING at the Southeast corner of the Raymond Price and Leola Price 1.5 acre tract of land, said Point of Beginning being located at a point in Sanderson Lane 470 feet, more or less, South of the Northeast corner of Section 8, Township 15 South, Range 28 West, Miller County, Arkansas; Thence South 99 feet, more or less, with Sanderson Lane to the Northeast corner of the Raymond Price, et al, 5 acre tract of land to the Northwest corner of the Raymond Price 5 acre tract of land; Thence West 660 feet, more or less, with the North line of the Raymond Price 5 acre tract of land to the Northwest corner of the Raymond Price 5 acre tract of land; Thence North 99 feet, more or less, to the Southwest corner of the Raymond Price and Leola Price 1.5 acre tract of land; Thence East with the South line of the Raymond Price and Leola Price 1.5 acre tract of land, 660 feet, more or less, to the POINT OF BEGINNING, and containing 1.50 acres of land, more or less.

WHEREAS, the Planning Commission, after public hearing, has approved said application and recommended that the Board of Directors of the City of Texarkana, Arkansas, adopt the ordinance affecting said rezoning request;

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the City of Texarkana, Arkansas, that Ordinance No. K-286, as amended, should be amended to rezone the above-described property in the City of Texarkana, Arkansas, from C-3 Open Display Commercial to R-4 Medium-Density Residential. This is solely a rezoning and no other action, conveyance, or release of interest.

PASSED AND APPROVED this 3rd day of April, 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney



Planning Review

Prepared by:
Planning Division - Public Works Department
City of Texarkana, Arkansas



CITY OF TEXARKANA ARKANSAS

DEPARTMENT OF PUBLIC WORKS

216 WALNUT ST 71854-6024

P O BOX 2711 TEXARKANA ARKANSAS 75504-2711

PHONE (870) 779-4971 – FAX (870) 773-2395

MEMORANDUM

TO: Jay Ellington, City Manager
FROM: Mary L. Beck, City Planner
DATE: March 15, 2023
SUBJECT: Board of Directors Agenda item for April 3, 2023 – Rezoning recommendation – Request by Edward C. Beed, 622 S. Boyd Drive, Kerman, CA 93630-1222, to rezone parcel No. 00211200 from C-3 Open-display commercial to R-4 Medium-density residential in order to construct a single-family home.

LEGAL DESCRIPTION:

The property is addressed as 5301 Sanderson Lane and is legally described as the E/2, NE1/4, NE1/4, Section Eight (8), Township Fifteen (15) South, Range Twenty-eight (28) West, Miller County, Texarkana, Arkansas, and contains one and a half (1.5) acres more or less.

REASON FOR REQUEST:

Property owner is returning to family property and wishes to construct a dwelling.

EXISTING LAND USES:

Site: vacant, undeveloped
North: Scott Tractor business
East: single-family dwellings
South: vacant, undeveloped
West: vacant, undeveloped

EXISTING ZONING:

Site: R-2 Single-family residential
North: C-3 Open-display Commercial
South: R-2 Single-family residential
East: R-2 Single-family residential and C-3 Open-display Commercial
West: C-3 Open-display commercial



Explore and Enjoy Our Heritage

www.cityoftexarkanaar.com

COMPATIBILITY WITH EXISTING ZONING:

The long-term comprehensive plan of 1988 shows this area as single-family residential just south of commercial property that fronts along I-30. There are several single-family homes in the immediate area with little change from that in 1988 at this location. Because buffer zones with higher density residential are preferred to be adjacent to commercial zones with a wide range of land uses, the R-4 is considered to be preferable to single family zoning options although the commission may consider more restrictive zoning options for recommendation. No conflicts are anticipated.

UTILITIES & TRANSPORTATION NETWORK:

Local :	Sanderson Lane
Collector:	none
Arterial:	none
Water:	Water main, 16" located in Sanderson Lane
Sewer:	Sewer main, 8" on the east side of Sanderson Lane
Fire hydrant:	Located about 30' from the property

CONFORMANCE WITH APPLICABLE ORDINANCES AND/OR STATE STATUTES:

The *Arkansas Code of 1987 Annotated (14-56-422B)* requires the following – “All plans, recommended ordinances, and regulations shall be adopted through the following procedure for adoption of plans and regulations:

- (A) The Planning Commission shall hold a public hearing on the plans, ordinances, and regulations proposed under this subchapter.
- (B) Notice of public hearing shall be published in a newspaper of general circulation in the city, at least (1) time fifteen days prior to the hearing.
- (2) Following the public hearing, proposed plans may be adopted, and proposed ordinance and regulations may be recommended as presented, or in modified form, by a majority vote of the entire commission.
- (3) Following its adoption of plans and recommendation of ordinances and regulations, the commission shall certify adopted plans of recommended ordinances and regulations to the legislative body of the city for its adoption.
- (4) The legislative body of the city may return the plans and recommended ordinances and regulations to the commission for further study or rectification, or, by a majority vote of the entire membership, may, by ordinance or resolution, adopt the plans and recommended ordinances or regulations submitted by the commission. However, noting in this subchapter shall be

construed to limit the city board's authority to recall the ordinances and resolutions by a vote of a majority of the council.

(5) Following adoption by the legislative body, the adopted plans, ordinances, and regulations shall be filed in the office of the City Clerk. The City Clerk shall file, with the county recorder of the counties in which territorial jurisdiction is being exercised such plans, ordinances, and regulations as pertain to the territory beyond the corporate limits.

The required notice was published in the Sunday, February 26, 2023 edition of the Texarkana Gazette. Letters were mailed to twelve (12) adjacent property owners within 300' as required by local ordinance.

OPPOSITION:

None

PLANNING COMMISSION CERTIFICATION:

The Planning Commission met on March 14, 2023, to review this request. On a motion to approve by Mr. Mike Jones, seconded by Mr. Clyde (Boots) Thomas, the motion passed. A roll call vote was 6-0 as one commissioners was absent.

Adger Smith	Yes
Anderson Neal	Yest
Bertha Dunn	Yes
Jason Dupree	Yes
Randall Hickerson	Absent
Clyde "Boots" Thomas	Yes
Mike Jones	Yes

ACTION REQUESTED BY CITY BOARD OF DIRECTORS:

To adopt an ordinance to change zoning from C-3 Open-display commercial to R-4 Medium-density residential. *The Arkansas Code of 1987 Annotated* requires every ordinance to be read three times before adoption. These three readings may all occur at the same meeting or at the second and third subsequent meetings after the first reading of the ordinance.



2022R005085

MARY PANKEY
MILLER COUNTY CIRCUIT CLERK
TEXARKANA, AR
RECORDED ON
06/27/2022 04:19:58 PM
RECORDING FEE 20.00
PAGES: 2

This Instrument Prepared By: Karlton H. Kemp, Jr., Attorney at Law
P. O. Box 53
Texarkana, AR-TX 75504
Arkansas State Bar Card No.75069

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That We, **Jessie D. Harris, Jr. and Crystal Harris, husband and wife,**
GRANTORS, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars,
and other good and valuable consideration, in hand paid by **Edward C. Beed,**
GRANTEE, the receipt of which is hereby acknowledged, hereby grant, bargain, sell and
convey unto the said **GRANTEE, Edward C. Beed** and unto his heirs and assigns
forever, the following lands lying in **Miller County, Arkansas:**

A part of the East One-half of the Northeast Quarter of the Northeast Quarter (E ½ NE ¼
NE ¼) of Section Eight (8), Township Fifteen (15) South, Range Twenty-eight (28)
West, Miller County, Arkansas, and being more particularly described as follows:
BEGINNING at the Southeast corner of the Raymond Price and Leola Price 1.5 acre tract
of land, said Point of Beginning being located at a point in Sanderson Lane 470 feet,
more or less, South of the Northeast corner of Section 8, Township 15 South, Range 28
West, Miller County, Arkansas; Thence South 99 feet, more or less, with Sanderson Lane
to the Northeast corner of the Raymond Price, et al, 5 acre tract of land; Thence West 660
feet, more or less, with the North line of the Raymond Price 5 acre tract of land to the
Northwest corner of the Raymond Price 5 acre tract of land; Thence North 99 feet, more
or less, to the Southwest corner of the Raymond Price and Leola Price 1.5 acre tract of
land; Thence East with the South line of the Raymond Price and Leola Price 1.5 acre tract
of land, 660 feet, more or less, to the POINT OF BEGINNING, and containing 1.50 acres
of land, more or less.

This conveyance and the warranty contained herein are subject to all prior, valid
easements, rights-of-way, restrictive covenants, set-back lines, and oil, gas and other
mineral conveyances, reservations, or leases of record in **Miller County, Arkansas.**
This conveyance and the warranty contained herein are also subject to all visible and
apparent easements, rights-of-way, and prescriptive rights, whether of record or not.

To have and to hold the same unto the said **GRANTEE**, and unto his heirs and assigns
forever, with all appurtenances thereunto belonging.

And we hereby covenant with said **GRANTEE** that we will forever warrant and
defend the title to the said lands against all claims whatever.

And we the GRANTORS, **Jessie D. Harris, Jr. and Crystal Harris, husband and wife**, for and in consideration of the said sum of money, do hereby release and relinquish unto the said GRANTEE all our rights of dower, curtesy and homestead in and to the said lands.

WITNESS my hand and seal on this 27th day of June, 2022.

Jessie D. Harris, Jr.
Jessie D. Harris, Jr. Crystal Harris
Crystal Harris

STATE OF ARKANSAS
COUNTY OF MILLER

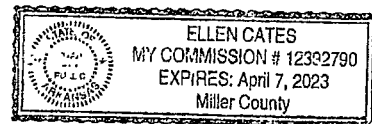
ACKNOWLEDGMENT

On this day, personally appeared before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared the within named **Jessie D. Harris, Jr. and Crystal Harris, husband and wife**, to me personally well known, who stated that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of June, 2022.

Ellen Cates
Notary Public

I certify under penalty of false swearing that
The consideration for this Deed was \$0.00 (Gift),
And if the consideration exceeded \$100.00, a
Documentary stamp tax receipt in the legally
Correct amount has been placed on this instrument.



Kenton H. Berg Jr., Agent
P.O. Box 53, Newkirk, TX 75504
Grantee or Grantee's Agent

Grantee: Edward C. Beed, 622 S. Boyd Drive, Kerman, California 39630
Grantors: Jessie D. Harris, Jr. and wife, Crystal Harris, 414 Loma Linda Drive, Wake Village, Texas 75501



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopts an Ordinance granting the request for prerequisite municipal approval of a private club application for 2415 Arkansas Boulevard, Pelican Fish and Seafood, Inc. (McVay) (CCD)

The applicant requests an emergency clause. 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)

AGENDA DATE: April 3, 2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: City Clerk

PREPARED BY: Heather Soyars

REQUEST: Prerequisite approval to continue the application process through the State.

EMERGENCY CLAUSE: Yes

SUMMARY: Applicant is requesting prerequisite approval to continue the application process through the State. Pursuant to ACT 112 of 2017, all new private club applications must be submitted with an ordinance from the governing body of the county or municipality in which the private club wishes to be located, approving the application.

EXPENSE REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

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

EXHIBITS: Ordinance and application

ORDINANCE NO. _____

AN ORDINANCE GRANTING THE REQUEST FOR PREREQUISITE MUNICIPAL APPROVAL OF A PRIVATE CLUB APPLICATION BY DANNY RAY MCVAY, AS APPLICANT, ON BEHALF OF PELICAN FISH AND SEAFOOD, INC.; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, pursuant to the provisions of Ark. Code Ann. §3-9-222 and Rules and Regulations adopted by the Arkansas Alcoholic Beverage Control Division (the “ABC”) in accordance therewith requiring prior municipal approval by ordinance as a prerequisite to submittal of certain applications to the ABC or its Director relating to private clubs, request has been made that this Board of Directors of the City of Texarkana, Arkansas, approve the application of Danny Ray McVay as applicant for Pelican fish and Seafood, Inc.;

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

Section 1. The request of Danny Ray McVay on behalf of Pelican Fish and Seafood, Inc., for prerequisite municipal approval of an application for a private club at 2415 Arkansas Boulevard, Texarkana, Arkansas, 71854 as required by Ark. Code Ann. §3-9-222 and the Rules and Regulations of the ABC is hereby granted.

Section 2. Nothing contained herein shall be deemed to be a municipal endorsement of any business operation, nor a waiver of the application of any City ordinance or other local, state, or federal law, rule, or regulation, now or hereafter adopted.

Section 3. This action being necessary for the preservation of the public peace, health and safety, and a separate and distinct vote having been taken on this emergency clause, an emergency is therefore declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 3rd day of April, 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney



STATE OF ARKANSAS
ALCOHOLIC BEVERAGE CONTROL DIVISION

APPLICATION FOR PRIVATE CLUB PERMIT

Private Club _____

Permit No. _____

We hereby make applications for permits to serve alcoholic beverages on our premises to the club's adult members, members of their families over the age of 21, and duly qualified guests.

Pelican Fish and Seafood, Inc.
Non-Profit Corporation

FEIN# 92-3261602

APPLICANT ON BEHALF OF CLUB DANNY RAY McVAY
First Middle Last

HOME ADDRESS 6862 MC138 TEXARKANA 71854 MILLER
Street City Zip County

BUSINESS NAME _____

BUSINESS ADDRESS 2415 ARKANSAS BLV. TEXARKANA 71854 MILLER
Street City Zip County

Is proposed location inside or outside city limits? INSIDE

Does the club own the premises? No If leased, give name and address of owner:
21 Summer Lane, Texarkana, TX 75503

Is your establishment primarily engaged in the business of serving food for consumption on the premises? yes

Under which system of dispensing alcoholic beverages will the club operate?

Pool/Revolving Locker _____

Does anyone now hold an alcoholic beverage permit at this location? Yes If so, give name, address and permit no. (s) _____

Amount of Dues \$ 10:00 ANNUAL MONTHLY ()



Give names and addresses of all officers/directors of the non-profit organization:

NAME	TITLE	ADDRESS
Denny Ray Melley	President	6862 MC 138, Texarkana 71854
Kimberly Denise Melley	Vice-President	6862 MC 138, Texarkana, 71854

Has any member of the club's board of directors or other governing body, or any club officer, been under the sentence, whether suspended or otherwise, of any court for the conviction of a felony within two (2) years preceding the date of this application? YES _____ NO NO If yes, please explain _____

Signed this _____ day of _____, _____.

Signature of Applicant/Managing Agent

Official Title

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution reappointing Glen Greenwell and Matt Keil to the Civil Service Commission. (CCD) City Clerk Heather Soyars

AGENDA DATE: April 3, 2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: City Clerk

PREPARED BY: Heather Soyars

REQUEST: Reappointments to the Civil Service Commission

EMERGENCY CLAUSE: N/A

SUMMARY:

	<u>Term Date</u>
Glenn Greenwell	04/2023----2029
Matt Keil	04/2023----2029

EXPENSE REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

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

EXHIBITS: Resolution, Civil Service member list

RESOLUTION NO. _____

WHEREAS, vacancies exist on the civil service commission; 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:

<u>Board/Commission:</u>	<u>Appointee:</u>	<u>Term Date:</u>
Civil Service Commission	Glenn Greenwell	04/2023----2029
	Matt Keil	04/2023----2029

PASSED AND APPROVED this 3rd day of April, 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

CIVIL SERVICE COMMISSION

6 – YEAR TERMS

	<u>Appointment</u>	<u>Term Date</u>	<u>Term</u>	<u>Ward</u>
Glenn Greenwell 7 Trendy Ridge 870-774-2885	Resolution No. 2017-17 Appointment	04/2017----2023	1	6
Matt Keil 6515 Wuthering Heights 903-277-0550	Resolution No. 2017-17 Appointment	04/2017----2023	2	6
Tim Johnson 1520 Pecan Street 903-701-2095	Resolution No. 2019-43 Appointment	04/2019----2025	1	3
Ricky Holder 12 Downing Drive 903-826-4215	Resolution No. 2019-43 Appointment	04/2019----2025	1	5
Pete Cheatham 1507 Ray Street 870-330-4563	Resolution No. 2021-38 Reappointment	04/2021----2027	2	3

CITY OF TEXARKANA, ARKANSAS

Application for Appointment to Citizen Advisory Board or Commission

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

- Advertising & Promotion Commission
Airport Authority
Board of Adjustment
City Beautiful Commission
Civil Service Commission
Electrical Review Board
Equalization Board
Heating & Air Conditioning Board of Review
Historic District Commission
Library Board
Planning Commission
Plumbing Board of Review
Public Facilities Board
Other:

Name: Capt. Glenn M. Greenwell (Ret.) Home Phone: 903-826-0822

Address: 7 Trendy Ridge Texarkana, AR Texarkana Resident Yes No 45 Years

E-Mail Address: ggreenwell1952@gmail.com Miller Co. Voter Registration No.

Employer: Retired TAPD - February 2017 Work Phone: None

Position: Division Commander - Police Admin Cell Phone: 903-826-0822

Education: B.S. Texas A&M Texarkana College: MS Texas A&M Texarkana High School: Texas Senior High School

Special knowledge or past experience qualifying you for this appointment: (Please feel free to attach resume): I have been serving on the C.S. Commission for 6 years and have provided stability 24/7 availability attending all meetings and proctoring tests for TAFD saving the city thousands of dollars each year.

Other relevant information (civic activities, memberships, etc.): I serve as Civil Service Commission Secretary I serve as Police Pension + Review Board Secretary since 1997

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

Name: Chairman Matt Keil 406 Walnut TX-AR Phone Number: 870-772-4113 Monty Casteel - Former C.S. Secretary 903 831-3479

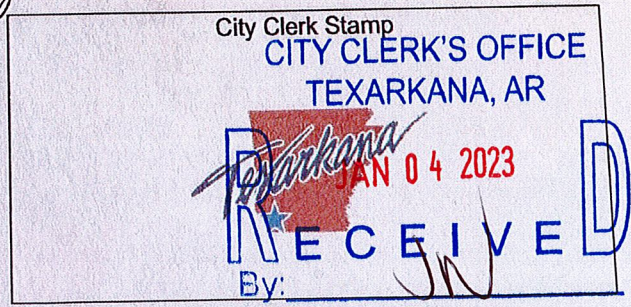
Interest: Explain why you are interested in being appointed to this board or commission. I retired from TAPD with 40 years of law enforcement service to the citizens and community. I would like to give back to my community.

Experience: Indicate what meeting(s) you have attended of the committee for which you wish to be considered. I have attended each and every commission meeting over the past 6 years, other than one after a heart attack. I provide administrative support to the Commission, City and both Police and Fire Chiefs. Number of Texarkana, Arkansas Board of Directors Meetings you have attended in the past 12 months: I watch each board meeting twice monthly on YouTube and attend pension meetings.

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: Capt. Glenn M. Greenwell Date Submitted: 1-3-2023

Return completed application to: Heather Soyars, City Clerk 216 Walnut Street (or) P O Box 2711 Texarkana TX 75504-2711 Phone 870-779-4995 heather.soyars@txkusa.org



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

Updated 12122022

CITY OF TEXARKANA, ARKANSAS

Application for Appointment to Citizen Advisory Board or Commission

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

<input type="checkbox"/>	Advertising & Promotion Commission	<input type="checkbox"/>	Heating & Air Conditioning Board of Review
<input type="checkbox"/>	Airport Authority	<input type="checkbox"/>	Historic District Commission
<input type="checkbox"/>	Board of Adjustment	<input type="checkbox"/>	Library Board
<input type="checkbox"/>	City Beautiful Commission	<input type="checkbox"/>	Planning Commission
<input checked="" type="checkbox"/>	Civil Service Commission	<input type="checkbox"/>	Plumbing Board of Review
<input type="checkbox"/>	Electrical Review Board	<input type="checkbox"/>	Public Facilities Board
<input type="checkbox"/>	Equalization Board	<input type="checkbox"/>	Other:

Name: MATT KEIL Home Phone: 903-277-0550

Address: 6515 Wuthering Heights Texarkana Resident Yes No 54 Years

E-Mail Address: mkeil@kqlawfirm.com Miller Co. Voter Registration No. Yes but number unknown

Employer: Keil Law Firm, PLLC Work Phone: 870-772-4113

Position: Attorney Cell Phone: 903-277-0550

Education:
College: USA Law School High School: Ark High Class of 1977

Special knowledge or past experience qualifying you for this appointment: (Please feel free to attach resume):
I have served on the Civil Service Commission since 2015.

Other relevant information (civic activities, memberships, etc.):
As an attorney am familiar with legal issues facing the commission.

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

Name: Linda S. Matthews Phone Number: 870-779-4952

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

would like to continue serving our City and Police and Fire Departments

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

All meetings of Civil Service the past 6 years and some Boards of Directors meetings as necessary

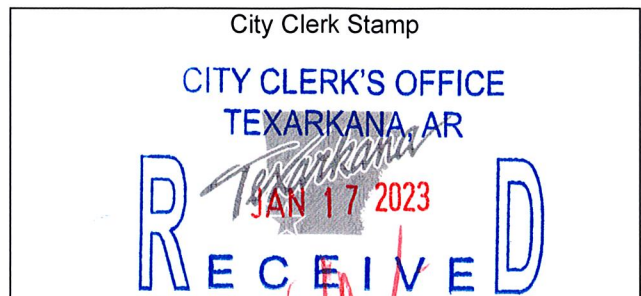
Number of Texarkana, Arkansas Board of Directors Meetings you have attended in the past 12 months: _____

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: 01/17/2023

Return completed application to:
Heather Soyars, City Clerk
216 Walnut Street (or)
P O Box 2711
Texarkana TX 75504-2711
Phone 870-779-4995
heather.soyars@txkusa.org



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