



Rescheduled Regular Meeting of the Board of Directors

City of Texarkana, Arkansas
216 Walnut Street

Agenda - Tuesday, January 17, 2023 - 6:00 PM

Call to Order

Roll Call

Invocation given by Assistant Mayor Terry Roberts

Pledge of Allegiance led by Chief David Fletcher

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.

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

CONSENT

1. Approval of the minutes of the rescheduled regular meeting January 3, 2023. (CCD) City Clerk Heather Soyars
2. Adopt a Resolution authorizing and directing the City Manager to enter into a renewal agreement with the Texarkana Housing Authority for services of two (2) officers assigned from the Texarkana Arkansas Police Department for special patrols and enforcement operations on Housing Authority properties. (TAPD) Chief Kramm
3. Adopt a Resolution Amending the FY2023 General Fund Budget to include the reallocation of FY2022 General Fund Budget for Road Projects. (PWD) Public Works Director Tyler Richards

REGULAR

4. Adopt an Ordinance to prescribe a method to rotate the position of Assistant Mayor among the members of the Board of Directors and change to a one-year term in the following

sequence: Ward 1, Ward 2, Ward 6, Ward 4, Ward 5, Ward 3. (BOD) (This item added at the request of Director Laney Harris)

5. Adopt an Ordinance repealing and superseding Ordinance No. 1-2023 and to approve the purchase of four (4) 2023 Chevrolet Tahoe with police packages. (TAPD) Assistant Chief Bobby Jordon

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.

6. Adopt an Ordinance authorizing the City Manager to purchase a three-year Microsoft Enterprise License Agreement for licenses used by all departments of the City of Texarkana, Arkansas, in an amount not to exceed the annual fee of \$57,356.45. (TWU) IT Director Brandon Uselton

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

BOARD OF DIRECTORS' COMMENTARY

CITY MANAGER REPORT

NEXT MEETING DATE: Monday, February 6, 2023

ADJOURN

2023 City Calendar

Mardi Gras Parade - Saturday, February 18th - 4PM - 6PM

Run the Line - Sunday, February 19th - 7AM - 12:30PM

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

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

Sesquicentennial Ball – July 8th

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:	Approval of the minutes of the rescheduled regular meeting January 3, 2023. (CCD) City Clerk Heather Soyars
AGENDA DATE:	January 17, 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.



Rescheduled Regular Meeting of the Board of Directors

City of Texarkana, Arkansas
216 Walnut Street

Minutes - Tuesday, January 03, 2023 - 6:00 PM

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

Invocation given by Director Jeff Hart.

Pledge of Allegiance led by Finance Director TyRhonda Henderson.

OATH OF OFFICE

Texarkana, Arkansas, District Judge Tommy Potter administered the Oath of Office to Ward 3 Director Steven Hollibush, Ward 4 Ulysses Brewer, and Ward 5 Director Danny Jewell.

PRESENT: Mayor Allen Brown, Ward 1 Director Terry Roberts, Ward 2 Director Laney Harris, Ward 3 Director Steven Hollibush, Ward 4 Director Ulysses Brewer, Ward 5 Director Danny Jewell, and Ward 6 Director Jeff Hart.

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

EXECUTIVE SESSION

The Board of Directors entered Executive Session at 6:03 PM.

The Mayor reconvened the meeting at 6:14 PM, and the following action was taken:

1. Resolution No. 2023-1 made appointments to the Board of Directors' boards, commissions, and committees. (CCD) City Clerk Heather Soyars

A&P Commission (2)

1. Director Ulysses Brewer
2. Director Steven Hollibush

Intergovernmental Advisor Committee (2)

1. Mayor Allen Brown
2. Director Ulysses Brewer

Council of Governments Board (1)

1. Director Jeff Hart

Metropolitan Planning Organization Policy Committee (2)

1. Director Steven Hollibush
2. Director Laney Harris

Economic Development Committee (5)

1. Mayor Allen Brown
2. Director Steven Hollibush
3. Director Ulysses Brewer

Public Utilities Committee (3)

1. Director Ulysses Brewer
2. Director Danny Jewell
3. Assistant Mayor Terry Roberts

4. Director Danny Jewell
5. Assistant Mayor Terry Roberts

Emergency Medical Systems Committee (3)

1. Director Ulysses Brewer
2. Director Danny Jewell
3. Director Steven Hollibush

Solid Waste Management Committee (3)

1. Mayor Allen Brown
2. Director Jeff Hart
3. Assistant Mayor Terry Roberts

Employees Retirement System Committee (2)

1. Mayor Allen Brown
2. Director Laney Harris

Texarkana Urban Transit District Board (3)

1. Director Steven Hollibush
2. Director Laney Harris
3. Director Jeff Hart

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

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

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

2. Appointment of Assistant Mayor. Director Brewer made the motion to appoint Director Roberts as Assistant Mayor, Seconded by Director Hart.

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

The motion carried 7-0 and the Mayor declared Director Roberts as Assistant Mayor.

OATH OF OFFICE - ASSISTANT MAYOR

Texarkana, Arkansas, District Judge Tommy Potter administered the Oath of Office to Assistant Mayor Roberts.

CITIZEN COMMUNICATION

No one came forward.

PRESENTATION

3. Presentation of the City of Texarkana, Arkansas Employee Service Awards. (ADMIN)

Linda Matthews	Admin. Secretary	5 Years
Kenneth Taylor	Bi-State	5 Years
Adam Grayson	TAFD	15 Years
Diesre Henderson	TWU	10 Years
Richard Patterson	TAPD	5 Years
Bradley Winters	TAPD	15 Years
John Gibbert	TAPD	30 Years

CONSENT

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

4. Approval of the minutes of the regular meeting December 19, 2022. (CCD) City Clerk Heather Soyars

REGULAR

5. Resolution No. 2023-2 approved the FY2023 BiState Justice Fund Budget, the amendments to the FY2022 BiState Justice Fund Budget, and an amendment to the FY2023 General Fund Budget. (FIN) Finance Director TyRhonda Henderson

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

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

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

6. Ordinance No. 1-2023 authorized the purchase of four (4) 2023 Chevrolet Tahoe Police Package vehicles for the Texarkana, Arkansas, Police Department. (TAPD) Assistant Police Chief Bobby Jordan

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 Brewer.

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

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

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

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

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

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

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

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

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

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 Hollibush, Director Brewer, Director Jewell, and Director Hart.

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

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

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

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 Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 and the Mayor declared the emergency clause enacted.

BOARD OF DIRECTORS' COMMENTARY

Director Hart welcomed Monjunis to Texarkana, Arkansas, and asked everyone to visit this restaurant.

No one else came forward.

CITY MANAGER REPORT

City Manager E. Jay Ellington gave the following report:

- Law Enforcement Day was January 9th, and Firefighter Recognition Day was January 27th.
- Arkansas Business was recognizing the City and Advertising and Promotion (A&P) Commission at the Arkansas Municipal League (AML) Winter Conference for the Front Street Plaza Project.
- He wanted to congratulate Executive Secretary Linda Matthews on her 5 years' service award and wanted to let everyone know she worked 4 years prior to that part-time.
- He thanked the Mayor and Board of Directors for their service to the City and the community.

NEXT MEETING DATE: Tuesday, January 17, 2023

ADJOURN

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

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

The motion carried 7-0 and the meeting adjourned at 6:32 PM.

APPROVED this the 17th day of January 2023.

Allen L. Brown, Mayor

Heather Soyars, City Clerk



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing and directing the City Manager to enter into a renewal agreement with the Texarkana Housing Authority for services of two (2) officers assigned from the Texarkana Arkansas Police Department for special patrols and enforcement operations on Housing Authority properties. (TAPD) Chief Kramm

AGENDA DATE: January 10, 2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Texarkana Arkansas Police Department

PREPARED BY: Chief Kramm

REQUEST: Texarkana housing contract for FY2023

EMERGENCY CLAUSE: N/A

SUMMARY: This purpose of this agenda item is to renew the existing contract with the Texarkana Housing Authority (THA) for FY2023. Under the terms of the contract, the Texarkana Arkansas Police Department (TAPD) assigns two officers to conduct background investigations on applicants, patrol, investigate criminal offenses, and take enforcement actions on the properties administered by THA. In return for these services, THA pays the City of Texarkana, Arkansas \$130,000.00 for salary/fringe purposes. The contract contains allowance for annual increases in payment to the City not to exceed ten percent. The Police Department recommends approval of this 1-year grant. Failure to renew would require the City to pay for the salary/fringe benefits for two officers out of our General Fund or layoff of two officers.

This is a long-standing contract between the City and THA which benefits the residents of the Housing Authority through additional police protection and provides the police department with valuable knowledge of activities on THA properties.

EXPENSE REQUIRED: \$0.00

AMOUNT BUDGETED: \$0.00

**APPROPRIATION
REQUIRED:** \$0.00

**RECOMMENDED
ACTION:**

Staff recommends this be placed on the consent agenda and approved by the Board of Directors.

EXHIBITS:

Texarkana Arkansas Housing Authority Contract

RESOLUTION NO. _____

WHEREAS, the City contracts annually with the Texarkana Housing Authority for the services of two (2) officers assigned from the Texarkana Arkansas Police Department for special patrols and enforcement operations on the Housing Authority properties; and

WHEREAS, the Texarkana Housing Authority desires to renew the contract for these services and has provided a proposed contract to the City which provides for the Texarkana Housing Authority to fund salaries in the total amount of \$130,000.00 for the officers; and

WHEREAS, the City Manager and staff recommend approval of the contract;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager and other City staff, as required, are each authorized and directed to execute the contract proposed by the Texarkana Housing Authority for the services of two (2) police officers at the Housing Authority properties.

PASSED AND APPROVED this 17th day of January, 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney

**TEXARKANA HOUSING AUTHORITY
AND NEIGHBORHOOD DEVELOPMENT, INC.
CONTRACT FOR THE PROVISIONS OF
SUPPLEMENTAL POLICE SERVICES**

This Contract made and entered into this 1st day of January, 2023, by and between Texarkana Housing Authority and Neighborhood Development, Inc., (hereinafter called the “Authority”) and the City of Texarkana, Arkansas, (hereinafter called the “City”) is for the Authority’s security programs.

WHEREAS, the Authority desires to contract with the City for additional police services to create a drug and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS, the City, by and through its police department, desires to assist in the effort by providing effective police services at all Authority locations.

NOW, THEREFORE, the Authority and the City agree as follows:

ARTICLE I

Scope of Services

SECTION ONE: SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered by the Assigned Personnel (police and civilian) under this Contract are in addition to baseline police services. The city agrees that it will not reduce its level of police services to the public housing developments, particularly in the area of community policing, patrol, criminal investigations, records, dispatch, and special operations.

The manner and method of performance of services is specified in Article IV, Plan of Operations.

The duties and extent of services of the Assigned Personnel shall include, but shall not limited to:

ARTICLE I (Continued)
SERVICES PROVIDED BY THE CITY (Continued)

The City, by and through its police department, will provide 2 police officers to perform specialized patrols to enforce all state and local laws and the Housing Authority Rules specified in the Contract. Sworn officers shall always remain part of, subject to, and in direct relationship with the police department's chain of command and under police department rules, regulations, and standard operating procedures.

The City agrees to assign police officers to Housing Authority. The officers' normal work hours will be between 8:00 a.m. and 7:00 p.m. Monday- Thursday. The officers will work 8-, 9- or 10-hour shifts as agreed on by the Police department and Authority. Outside of normal scheduled hours, calls for service will be managed through 911. Officers are subject to recall or temporary reassignment at the discretion of the Chief of Police. Any such changes will be discussed with the housing officials whenever possible.

The city agrees to collect and provide workload data in public housing developments.

It is further agreed that to the extent necessary, the Assigned Personnel will appear as witnesses in the Authority's administrative grievance procedure, civil dispossessory hearings, or other civil or court proceedings where the issue includes criminal conduct in or near public housing developments involving any resident, member of a resident's household, or any guest or guests of a resident or household member.

Without limiting any of the foregoing, the City agrees that with respect to the services to be performed by any police personnel in accordance with this Contract, the appropriate police department Chief of Police will meet with resident leadership and management representatives of the Authority upon request by the Authority for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract.

The City agrees that a policy manual exists to regulate police officers' conduct and activities; all police officers have been provided a copy of the policy manual; the department has a signed receipt from each officer that he/she has received and understands the contents of the manual; and personnel have been trained on the regulations and orders within the manual.

The City agrees that it will provide the Assigned Personnel with such basic equipment as may be necessary and reasonable for the police officers to perform the duties anticipated under this Contract. Any additional automobiles, motor vehicles, bicycles or other equipment requested by the Authority will be furnished at the expense of and shall remain on the property of the Authority. The Authority and City may mutually agree to lease equipment or vehicles.

ARTICLE I (Continued)

SERVICES PROVIDED BY THE CITY (Continued)

- A. The City agrees to provide criminal background checks of proposed applicants for public housing. This information will be provided in a manner consistent with all applicable National Crime Information Center or State laws and regulations.
- B. The police department Services Commander will serve as the Administrative Liaison, who will work in concert with the Executive Director of the Authority or that officials designate.
The administration direct line is 903-798-3130.
- C. The City will at all times provide supervision, control, and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the police department shall be responsible for the compensation of the officers and all employee benefits, including workman's compensation injuries, and damage incurred to their property, or the City's property while on the Authority's property.
- D. The Assigned Personnel shall possess and maintain CLEST Certification.

SECTION TWO: SERVICES PROVIDED BY THE AUTHORITY

- A. The Authority will provide training of residents, Authority on-site management staff and the Assigned Personnel with workshops on community policing and crime prevention issues associated with public housing. This shall include, but not be limited to, training in the following:
 - 1. Crime prevention and security responsibilities.
 - 2. Community organization/mobilization against the causes of and precursors to crime.
 - 3. Orientation and familiarization with the public housing communities for the assigned officers; and
 - 4. Orientation to the lease contract, and lease compliance enforcement procedures and policies.
- B. The Authority will provide the following in-kind accommodations, services, and equipment:
 - 1. Accommodations - The Authority will provide suitable space to be used as a

ARTICLE I (Continued)

SERVICES PROVIDED BY THE AUTHORITY (Continued)

satellite office at each site targeted for additional police services. (High Point)

2. Services - Each satellite office will be supplied with utilities (water, heat, electricity) and routine and extraordinary maintenance by personnel of the Housing Authority.
 3. Equipment - Each satellite office is to be supplied with any other additional equipment mutually agreed upon in connection with the performance of this Contract.
 4. Modification/Damage - The Authority will make reasonable modifications, including minor structural, electrical, and mechanical changes to the accommodations provided in order to meet the City's operational needs. Any damage to the unit or equipment provided by the Housing Authority for City employees, which the Authority determines to be above the normal wear for the item or accommodation, shall be repaired or replaced by the City at the discretion of the Authority.
- C. The Authority shall reserve the right to reasonably request the police department to replace any Assigned Personnel for the following reasons:
1. Neglect or non-performance of duties.
 2. Disorderly conduct, use of abusive or offensive language, or fighting.
 3. Criminal action.
 4. Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment to the Authority:
 5. Inadequate punctuality or attendance: or
 6. A pattern of substantiated complaints from public housing residents or management.

The Authority shall provide a written enumeration of the reasons supporting the request for replacement of the Assigned Personnel, including documentation and witnesses to the alleged behaviors.

ARTICLE II

Enforcement of Rules and Regulations

- A. The City, through its police officers, is hereby empowered to enforce the following Authority rules and regulations:
1. Unauthorized visitors in unoccupied structures of the Authority shall be removed.
 2. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.
 3. Unauthorized visitors destroying, defacing, or removing Authority property shall be removed and/or criminal enforcement actions shall be taken.

With regard to the foregoing rules and regulations, the City's police officers are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations, i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, when appropriate.

- B. The City, through its police officers, is hereby empowered to enforce the following Authority rules or regulations:

The tenant and any visitors to Authority property and premises shall refrain from and shall cause their households to refrain from parking vehicles in any area other than parking areas designated by Authority management. City police officers will only tow illegally parked vehicles in accordance with state law.

- C. The City, through its police officers, is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any addenda attached hereto or incorporated herein now or in the future.
- D. Nothing herein contained shall be construed as permitting or authorizing police officers to use any method or to act in any manner in violation of law or of their sworn obligation as police officers.

ARTICLE III

Communications, Reporting and Evaluation

A. Communications

1. Access to Information

The City agrees that the Authority will have unrestricted access to all public information which in any way deals with criminal activity in any of the Authority's communities. It is further agreed that the City police department will provide to the Authority copies of such incident reports, arrest reports or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments. This information will be provided at no cost by the City police department on a regular basis in accordance with specific procedures that have been or will be established.

Existing procedures should be included as an Addendum to the Contract.

B. Reporting

1. Forms

The police department will require all Assigned Personnel (police officers) to complete a daily log (Police Department Activity Sheet) at the conclusion of each shift and forward the original report to their supervisor. This report will include, but not be limited to, data as follows:

- a. Hours worked: foot, bicycle, motorized, other
- b. Calls/requests for service
- c. Referrals to City/PHA/agencies
- d. Suspicious persons - name and description
- e. Vehicles abandoned/towed/stolen
- f. Drug paraphernalia confiscated/found
- g. Arrests/citations of both residents and outsiders to include age, sex, ethnicity
- h. Property recovered/stolen
- i. Counseling of residents and visitors
- j. Broken lights/sidewalks
- k. Graffiti
- l. Conflict resolution, e.g., resolved apparent or actual conflict between two or more people
- m. Vehicle license number of suspicious person
- n. Weapons violations/seized

2. Media Coordination

The police department (housing authority officers/Shift supervisor) will relay to the Executive Director, or his designee information related to any major crime or incident that occurs on Authority property.

Authority Contacts:

Brandy Bradley	Kevin Smith
430-200-7470	430-200-8759

C. Evaluation

The City and the Authority agree that evaluations of assigned officers performance will be according to Texarkana Arkansas Police Department guidelines.

**ARTICLE IV
Plan of Operations**

- A. When needed the City and the Authority shall prepare a detailed plan of operations for addressing increased crime on Authority property. The purpose of the plan is to specify the manner and method of performance by which each of the services identified is to be administered.

**ARTICLE V
Term of Contract**

The term of this Contract shall be for one (1) years beginning on the date approved by both parties. (January 1, 2023)

**ARTICLE VI
Compensation to the City**

- A. All compensation to the city will be made on a cost reimbursement basis. The Authority will reimburse the City for services specified in this Contract in a total amount not to exceed One Hundred Thirty Thousand Dollars (\$130,000.00); in the following expense categories:

Expense Category	
Assigned Personnel Salaries and Fringe Benefits	\$ 130,000.00
Administrative Liaison Officer Prorated Salary and Benefits	\$ <u>-0-</u>
Communications/Other Miscellaneous Expenses/Equipment	\$ <u>-0-</u>

- B. The Authority shall reimburse the police department on a monthly basis, upon receipt of performance of the proposed services and evidence of authorized expenditures.
- C. The percent of overtime authorized under this Contract for court appearances or other hearings is -0-.
- D. The Authority and City agree that compensation adjustments including, but not limited to the reasons below, will not exceed ten percent annually upon renewal:
 - 1. Insurance premium increases
 - 2. Officer step increases related to time in service
 - 3. COLA increases when authorized by the city
- D. The City shall provide the following documentation in requesting reimbursement:
 - 1. Copies of Certified Payroll Time Reports documenting names, employee identification, hours worked in public housing developments, supervisor approval of the report, and supervisory verification of the necessity for any overtime worked.
 - 2. Copies of receipts for other allowable communications and other miscellaneous expenses shall be subject to pre-approval, and shall be accompanied, at the time of reimbursement request, by a brief explanation of the expense incurred.
- E. All requests for reimbursement are subject to the approval of the Executive Director, or that official's designee, and the Authority shall thereafter make payment of the approved amount within thirty days of receipt of the request for reimbursement.

ARTICLE VII

Termination

- A. The Authority may terminate this Contract upon providing thirty (30) days written notice to the City. Such notice shall be delivered by Certified Mail, Return Receipt Requested, to the address specified in Article VIII.

- B. The City may terminate this Contract upon providing thirty (30) days written notice to the Authority. Such notice shall be delivered by Certified Mail, Return Receipt Requested, to the address specified in Article VIII.

ARTICLE VIII

Notices

Any notices required pursuant to the terms of this Contract shall be sent by United States Certified Mail to the principal place of business of each of the parties hereto, as specified below:

Authority: Texarkana Housing Authority and Neighborhood Development, Inc.
911 Ferguson Street
Texarkana, AR 71854

City: City of Texarkana, Arkansas
P.O. Box 2711
Texarkana, AR 75504

ARTICLE IX

Construction of Laws

This Contract is made and entered into in the City. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State in which the City is located.

ARTICLE X

Entire Contract

The Contract shall consist of the following component parts:

- (a) This Contract.
- (b) Any subsequent addenda agreed to by both parties.



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE:	Adopt a Resolution Amending the FY2023 General Fund Budget to include the reallocation of FY2022 General Fund Budget for Road Projects. (PWD) Public Works Director Tyler Richards
AGENDA DATE:	01/17/2023
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
DEPARTMENT:	Public Works Department
PREPARED BY:	Tracie Lee, Assistant Public Works Director

REQUEST:	Adopt a Resolution Amending the FY2023 General Fund Budget to include the reallocation of FY2022 General Fund Budget funding for Road Projects.
EMERGENCY CLAUSE:	N/A

SUMMARY:	<p>The planning figures for the FY2023 General Fund budget must be adjusted to include funding in the amount of \$100,852.96 for Meadows Road project, and \$624,633.75 for Union Road project. During the FY2022 Budget process staff projected the projects would be completed however due to unforeseen circumstances the projects were delayed and will not be completed until 2023.</p> <p>The City Manager proposes to amend the budget to accept the expense of \$725,486.71.</p>
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EXPENSE REQUIRED:	\$725,486.71
AMOUNT BUDGETED:	\$0.00
APPROPRIATION REQUIRED:	\$100,852.96 for Meadows Road \$624,633.75 for Union Road
RECOMMENDED ACTION:	City Manager and staff recommend board approval.
EXHIBITS:	New Resolution and old Resolution 2022-75

RESOLUTION NO. _____

WHEREAS, it is necessary to amend the FY2023 General Fund Budget to include amounts previously included in the FY2022 General Fund Budget not utilized due to unforeseen circumstances and the projects were delayed for Meadows Road and Union Road Improvements; and

WHEREAS, specifically, the total reallocation is \$725,486.71, from the FY2022 General Fund Budget for road projects; and

WHEREAS, the City Manager and staff recommend approval of said budget amendment;

WHEREAS, the funding allocation is not an additional allocation request but reallocation of funds that were included in the FY2022 General Fund Budget and projected to be spent in 2022 but were not completely spent at year end; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Texarkana, Arkansas, that the FY2023 General Fund Budget is amended to allocate \$100,852.93 for the Meadows Road project and \$624,633.75 for the Union Road project for a total allocation of \$725,486.71, as described and for the purposes set forth above.

PASSED AND APPROVED this 17th day of January, 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Adopt an Ordinance to prescribe a method to rotate the position of Assistant Mayor among the members of the Board of Directors and change to a one-year term in the following sequence: Ward 1, Ward 2, Ward 6, Ward 4, Ward 5, Ward 3. (BOD) (This item added at the request of Director Laney Harris)
AGENDA DATE:	January 27, 2023
ITEM TYPE:	Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other <input type="checkbox"/> : _____
DEPARTMENT:	Board of Directors – Laney Harris
PREPARED BY:	Heather Soyars, City Clerk

REQUEST:	To rotate the position of Assistant Mayor among the members of the Board of Directors and change to a one-year term.
EMERGENCY CLAUSE:	N/A

SUMMARY:	Director Harris requested this agenda item to rotate the position of Assistant Mayor among the members of the Board of Directors and change to a one-year term in the following sequence: Ward 1, Ward 2, Ward 6, Ward 4, Ward 5, Ward 3.
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EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A

RECOMMENDED ACTION:	Director Harris recommends Board approval.
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EXHIBITS:	Ordinance, Director Harris' request, A.C.A. §14-47-117
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ORDINANCE NO. _____

AN ORDINANCE RENAMING THE POSITION OF VICE MAYOR AS ASSISTANT MAYOR AS CONTEMPLATED BY STATUTE AND ESTABLISHING A ROTATION ORDER FOR SAID POSITION; AND FOR OTHER PURPOSES

WHEREAS, traditionally, every two years the Board of Directors elects from among their membership a “vice mayor” (being the same position as the position of “assistant mayor” contemplated by Ark. Code Ann. Section 14-47-117); and

WHEREAS, said statutory provision allows for the establishment of a rotation structure for such position; and

WHEREAS, the Board desires to establish a rotation order for such position as contemplated herein;

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

Section 1. Section 2-52 of the Code, being a provision likely contrary to applicable law (including, without limitation, Ark. Code Ann. 14-47-119) is deleted, and the following is substituted therefore:

Sec. 2-52. – Assistant Mayor and Rotation of Assistant Mayor Position.

- a) The position traditionally known as “vice-mayor” is now formally designated and shall be hereafter known as “assistant mayor” and carry with it the powers and duties contemplated by Ark. Code. Ann. Section 14-47-117, or any successor thereto.
- b) The position of assistant mayor shall be rotated among the membership of the board of directors as follows:
 - 1) Term. The assistant mayor's term shall be for one year commencing on the first day of January of each year.
 - 2) Rotation order. The assistant mayor's position shall be rotated among the directors in the following order: Ward 1, Ward 2, Ward 6, Ward 4, Ward 5, Ward 3. At the first regular board meeting in January of each year, the mayor shall announce the director who will be serving as assistant mayor for that term.

- 3) Succession. Should a director not desire or otherwise be unable to serve a term as assistant mayor, the next willing director in the rotation order shall serve. A director is not prohibited from serving two terms as assistant mayor but shall not serve two consecutive terms unless there is no other director willing to serve.
 - 4) Acting mayor. In the event that both the mayor and the assistant mayor should be absent or disabled from performing their duties, the next willing director in the rotation order shall serve as acting mayor during such absence or disability and no longer. This paragraph (4) shall have no effect on the provisions of (1), (2), or (3) above.
- c) The first term under the rotation structure (Ward 1) contemplated hereby shall commence January 1, 2023.

PASSED AND APPROVED this 17th day of January, 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney

ARK-Soyars, Heather

From: L Harris <laneyharris.ward2@yahoo.com>
Sent: Wednesday, December 7, 2022 2:12 PM
To: ARK-Ellington, Jay; ARBOD-Matteson, George; ARK-Soyars, Heather
Subject: Assistance Mayor Term

CAUTION: This email originated from outside our email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

December 7, 2022

Jay Ellington, City Manager
Heather Soyars, City Clerk
Third & Walnut St.
Texarkana, AR 71854

SUBJECT: Agenda Item(s)

I am requesting following item for the December 19, 2022 Board of Director Meeting.

The term of the Assistance Mayor limit to one year rotation bases affected January 1, 2023

Ward 1, 2, 6, 4, 5. 3

If need , requesting a workshop on the December 12 after city budget workshop.

laney harris



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance repealing and superseding Ordinance No. 1-2023 and to approve the purchase of four (4) 2023 Chevrolet Tahoe with police packages. (TAPD) Assistant Chief Bobby Jordon

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

AGENDA DATE: January 17, 2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: TAPD

PREPARED BY: Assistant Chief Bobby Jordan

REQUEST: This is a request to repeal Ordinance No. 1-2023 and to approve the purchase of police vehicles.

EMERGENCY CLAUSE: Yes.

SUMMARY: The original quote from the dealership was \$41,200 per vehicle. This was a misquote on the part of the dealership. The amended quote is \$41,700 per vehicle, which is an additional \$2,000.

TAPD is requesting the repeal of Ordinance No. 01-2023 and the approval of the purchase of police vehicles in the amount of \$166,800.00. (164,800.00 was approved with Ordinance No. 1-2023 adopted by the Board of Directors on January 6, 2023.)

EXPENSE REQUIRED: \$166,800.00

AMOUNT BUDGETED: \$170,000

APPROPRIATION REQUIRED: Included in 2023 Police Budget

RECOMMENDED ACTION: City Manager and Police staff recommend approval

EXHIBITS: Ordinance, Ordinance No. 1-2023, bid package

ORDINANCE NO. _____

**AN ORDINANCE REPEALING AND
SUPERSEDING ORDINANCE NO. 1-2023;
WAIVING COMPETITIVE BIDDING;
APPROVING THE PURCHASE OF FOUR (4) 2023
CHEVROLET TAHOE WITH POLICE
PACKAGES; FOR DECLARING AN
EMERGENCY; AND FOR OTHER PURPOSES**

WHEREAS, pursuant to Ordinance 1-2023 the Board of Directors waived competitive bidding for the reasons therein stated and approved the purchase of four (4) vehicles identified for a total purchase price of \$164,800 (being \$41,200.00 per vehicle); and

WHEREAS, due to unintentional error on behalf of the vehicle dealer, the actual price per vehicle is \$41,700.00, bringing the total purchase price of the four (4) vehicles to \$166,800.00; and

WHEREAS, in order to avoid confusion or concern regarding approval, and solely to document the actual expense amount, the Board desires to repeal and supersede Ordinance 1-2023 with this Ordinance; and

WHEREAS, as was recognized in Ordinance 1-2023, Superior Chevrolet Buick GMC of Siloam Springs, Arkansas, is known throughout the state as typically ordering large quantities of these police package vehicles, which are special-order with unique features and not typically inventoried by dealerships; and

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

WHEREAS, funds are available as budgeted; and

WHEREAS, the City Manager and Chief of Police request approval and, further, waiver of any applicable competitive bidding practices, all as and for the reasons described above;

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

Section 1: Ordinance No 1-2023 is repealed, of no further force and superseded in its entirety by this Ordinance.

Section 2: The purchase of the four (4) vehicles on the corrected terms and conditions set out above are approved and any competitive bidding practices that may be otherwise required by applicable law or ordinance are waived.

Section 3: The City Manager is authorized to enter into any agreement reasonably necessary carry out the purchase hereby approved.

Section 4: This action being necessary for the preservation of the public peace, health, and safety (including, without limitation, the immediate need to replace keep the fleet updated and operational to best serve the public safety interest of the City), 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 17th day of January, 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney

Purchase Request Form

Division: **TAPD**

Section: **Admin**

Date: **01/12/22**

Quantity	Price	Type of Item	Cost
4	\$166,800.00	4 - 2023 Chevrolet Tahoes with Police Package	\$166,800.00
			\$0.00
			\$0.00
		Invoice Number	\$0.00
		Sub total	\$166,800.00
		Shipping, handling, taxes?	
		Total Expense	\$166,800.00

Funding Source: **2023 Capital Line Item for Police Vehicles**

Vendor: Superior Chevrolet
Address: 490 Hwy 412E
Siloam Springs, Arkansas 72761
Purpose: Provide Police Services to the Citizens of
Texarkana, AR.

Officer : **Bobby Jordan**

Approved: _____

Division Commander

(Are Bids/Justifications Attached?)

Comments: 1GNSCLED4PR175796
1GNSCLED9PR175759
1GNSCLED2PR175831
1GNSCLED9PR175938

TAPD-Jordan, Bobby

From: Don Clark <dclark@drivesuperior.com>
Sent: Thursday, January 12, 2023 11:55 AM
To: TAPD-Jordan, Bobby
Subject: INCORRECT QUOTE

CAUTION: This email originated from outside our email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gentlemen,

In my last email and or phone conversation I mistakenly misquoted your department on the purchase of the 4-2023 Chevrolet Tahoe PPV vehicles.

As per my email quote to you on October 31, 2022, states the price is \$41700.00 each for a total of \$166800.00.

My apologies for this misquote and for any inconvenience it may have caused.

Thank you,

Don Clark
Fleet Commercial Director

Superior Automotive Group
490 Highway 412 East
Siloam Springs, AR. 72761
Off: 479 524 3151
Direct: 479 268 1003 **** BEST*****
dclark@drivesuperior.com

1. As used in this Order the terms (a) "Seller" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.

2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser. Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order.

3. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefor shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.

4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.

5. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.

6. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

7. The price for the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.

8. If a charge for Creditor Life Insurance is included in this Order the provisions on Creditor Life Insurance in any retail installment contract form subsequently executed between the parties hereto in conjunction with this Order shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Creditor Life Insurance specified herein, and the finance charge thereon, may be deducted from the Total Time Balance and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Order and any retail installment contract executed in conjunction therewith shall otherwise remain fully effective.

9. MANUFACTURER'S WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW.

10. USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

11. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

12. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.

1150199



SOLD TO: CITY OF TEXARKANA
ADDRESS 100 N STATELINE AVE
TEXARKANA AR 71854

No.

DATE 01/09/2023
PHONE

MAKE	BODY STYLE	COLOR	MODEL OR SERIES	YEAR	STOCK NO	SERIAL NO.
CHEVROLET	UV	BLACK	TAHOE	2023	V175796	1GN5CLED4PR175796
TRADE-IN						
TRADE-IN						

CUST # 458141

PRICE OF CAR OR TRUCK	41700.00
ACC.	N/A
MISC.	N/A
TAX-LICENSE-TITLE & TRANSFER	N/A
VEHICLE SERVICE CONTRACT	N/A
TOTAL CASH DELIVERED PRICE	41700.00
FINANCE CHARGES	N/A
INSURANCE CHARGES (COLL & COMP)	N/A
CREDIT LIFE	N/A
A & H INS.	N/A
TOTAL DELIVERED PRICE	41700.00

To Avoid Penalty
Sales Tax Must Be Paid
or Transfer Made Within
30 Days From Date of Sale

1. A SERVICE AND HANDLING FEE IS CHARGED TO THE CUSTOMER FOR THE SERVICE AND HANDLING FEE IS NOT RETURNED BY LIA. BUT MAY BE CHARGED TO THE CUSTOMER FOR PERFORMING SERVICES AND HANDLING DOCUMENTS RELATING TO THE SALE OF A VEHICLE. THE SERVICE AND HANDLING FEE MAY BESET IN A PROFIT TO THE DEALER. THE SERVICE AND HANDLING FEE MAY BESET IN A PROFIT TO THE DEALER. THE SERVICE AND HANDLING FEE DOES NOT INCLUDE PAYMENT FOR THE SERVICE AND HANDLING DOCUMENTS. THIS NOTICE IS REQUIRED BY LAW.

DISCLAIMER OF WARRANTIES
Any warranties on the products sold hereby are those made by the manufacturer(s) of those products. The above named Dealership, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the said dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

By AUTHORIZED SIGNATURE

PURCHASER'S SIGNATURE

SOLD BY DONALD CLARK

CITY OF TEXARKANA
CUSTOMER'S NAME

V175796
STOCK NO

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, SUPERIOR CHEVROLET BUICK GMC (transferor's name, PRINT)

state that the odometer now reads 10 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

(1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

(2) I hereby certify that the odometer reading is NOT the actual mileage.
WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
CHEVROLET	TAHOE	UV
VEHICLE IDENTIFICATION NUMBER		YEAR
1GNSCLE4PR175796		2023

X 
TRANSFEROR'S SIGNATURE

SUPERIOR CHEVROLET BUICK GMC
PRINTED NAME

490 HWY 412 EAST
TRANSFEROR'S ADDRESS (STREET)

SILOAM SPRINGS AR 72761
CITY STATE ZIP CODE

01/09/2023
DATE OF STATEMENT


TRANSFEREE'S SIGNATURE

CITY OF TEXARKANA
PRINTED NAME

CITY OF TEXARKANA
TRANSFEREE'S NAME

100 N STATELINE AVE
TRANSFEREE'S ADDRESS (STREET)

TEXARKANA AR 71854
CITY STATE ZIP CODE

CITY OF TEXARKANA
CUSTOMER'S NAME

V175796
STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.


I, SUPERIOR CHEVROLET BUICK GMC (transferor's name, PRINT)

state that the odometer now reads 10 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

(1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

(2) I hereby certify that the odometer reading is NOT the actual mileage.
WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
CHEVROLET	TAHOE	UV
VEHICLE IDENTIFICATION NUMBER		YEAR
1GNSCLED4PR175796		2023

X 
TRANSFEROR'S SIGNATURE

SUPERIOR CHEVROLET BUICK GMC
PRINTED NAME

490 HWY 412 EAST
TRANSFEROR'S ADDRESS (STREET)

SILOAM SPRINGS AR 72761
CITY STATE ZIP CODE

01/09/2023
DATE OF STATEMENT

X 
TRANSFEREE'S SIGNATURE

CITY OF TEXARKANA
PRINTED NAME

CITY OF TEXARKANA
TRANSFEREE'S NAME

100 N STATELINE AVE
TRANSFEREE'S ADDRESS (STREET)

TEXARKANA AR 71854
CITY STATE ZIP CODE

NAME CITY OF TEXARKANA STK. NO. V175796 NEW USED

ADDRESS 100 N STATELINE AVE YEAR 2023 MAKE CHEVROLET

CITY TEXARKANA STATE AR ZIP 71854 MODEL TAHOE

PHONE _____ VIN NO. 1GNSCLED4PR175796

SALESPERSON DONALD CLARK DEL. DATE 01/09/2023

QTY.	NAME OF ITEM	PART	LABOR
	<i>None</i>		

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)

CUSTOMER *Bohly Clark*

DATE 01/09/2023
 APPROVED *[Signature]*
MGR

1. As used in this Order the terms (a) "Seller" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.

2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser. Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order.

3. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefor shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.

4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.

5. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.

6. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

7. The price for the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.

8. If a charge for Creditor Life Insurance is included in this Order the provisions on Creditor Life Insurance in any retail installment contract form subsequently executed between the parties hereto in conjunction with this Order shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Creditor Life Insurance specified herein, and the finance charge thereon, may be deducted from the Total Time Balance and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Order and any retail installment contract executed in conjunction therewith shall otherwise remain fully effective.

9. MANUFACTURER'S WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW.

10. USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

11. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

12. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.

1150198



SOLD TO: CITY OF TEXARKANA
 ADDRESS: 100 N STATELINE AVE
 TEXARKANA AR 71854

No.
 DATE: 01/09/2023
 PHONE

MAKE	BODY STYLE	COLOR	MODEL OR SERIES	YEAR	STOCK NO.	SERIAL NO.
CHEVROLET	UV	BLACK	TAHOE	2023	VV175759	1GN5CLE9PR175759
TRADE-IN						
TRADE-IN						
TRADE-IN						

CUST # 458141

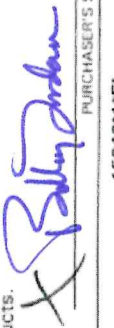
PRICE OF CAR OR TRUCK	41700.00
ACC.	N/A
MISC.	N/A
TAX-LICENSE-TITLE & TRANSFER	N/A
VEHICLE SERVICE CONTRACT	N/A
TOTAL CASH DELIVERED PRICE	41700.00
FINANCE CHARGES	N/A
INSURANCE CHARGES (COLL & COMP)	N/A
CREDIT LIFE	N/A
A & H INS.	N/A
TOTAL DELIVERED PRICE	41700.00
ACCT/REC BAL.	
CASH ON DEPOSIT	N/A
CASH PAID ON DELIVERY	N/A
TRADE IN \$	N/A
LESS BALANCE OWED \$	N/A
TO	N/A
# N/A PAYMENTS @ \$	41700.00
TOTAL CREDITS	N/A

To Avoid Penalty
 Sales Tax Must Be Paid
 or Transfer Made Within
 30 Days From Date of Sale

*A SERVICE AND HANDLING FEE IS CHARGED TO THE CUSTOMER FOR PERFORMING SERVICES AND HANDLING DOCUMENTS RELATING TO THE SALE OF THIS VEHICLE. THE SERVICE AND HANDLING FEE MAY RESULT IN A PROFIT TO THE DEALER. THE SERVICE AND HANDLING FEE DOES NOT INCLUDE PAYMENT FOR PREPARATION OF LEGAL DOCUMENTS. THIS NOTICE IS REQUIRED BY LAW.

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer(s) of those products. The above named Dealership, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the said dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

By  AUTHORIZED SIGNATURE

SOLD BY DONALD CLARK

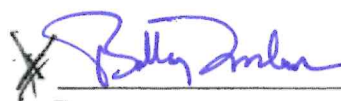
PURCHASER'S SIGNATURE

15346*1*FI

**Arkansas law does not provide for a
"cooling off" or other cancellation period
for vehicle sales.**

Therefore, this contract cannot later be canceled simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle, or for any other reason. After you have signed your contract, you are an immediate owner!

I have read and understand that by signing these legal documents and taking delivery of the vehicle for which the contracts have been written, I will not be able to return the car at a later date and have the contracts voided.

X 

Buyer

CITY OF TEXARKANA

Printed Name

01/09/2023

Date

X

Co-Buyer

Printed Name

Date

CITY OF TEXARKANA
CUSTOMER'S NAME

VV175759
STOCK NO

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.


I, SUPERIOR CHEVROLET BUICK GMC (transferor's name, PRINT)

state that the odometer now reads 3 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

(1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

(2) I hereby certify that the odometer reading is NOT the actual mileage.
WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
CHEVROLET	TAHOE	UV
VEHICLE IDENTIFICATION NUMBER	YEAR	
1GN5CLED9PR175759	2023	

X 
TRANSFEROR'S SIGNATURE

SUPERIOR CHEVROLET BUICK GMC
PRINTED NAME

490 HWY 412 EAST
TRANSFEROR'S ADDRESS (STREET)

SILOAM SPRINGS AR 72761
CITY STATE ZIP CODE

01/09/2023
DATE OF STATEMENT

X 
TRANSFEREE'S SIGNATURE

CITY OF TEXARKANA
PRINTED NAME

CITY OF TEXARKANA
TRANSFEREE'S NAME

100 N STATELINE AVE
TRANSFEREE'S ADDRESS (STREET)

TEXARKANA AR 71854
CITY STATE ZIP CODE

CITY OF TEXARKANA
CUSTOMER'S NAME

VV175759
STOCK NO

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, SUPERIOR CHEVROLET BUICK GMC (transferor's name, PRINT)

state that the odometer now reads 3 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is NOT the actual mileage.
WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
CHEVROLET	TAHOE	UV
VEHICLE IDENTIFICATION NUMBER		YEAR
1GNSCLED9PR175759		2023

X 
TRANSFEROR'S SIGNATURE

SUPERIOR CHEVROLET BUICK GMC
PRINTED NAME

490 HWY 412 EAST
TRANSFEROR'S ADDRESS (STREET)

SILOAM SPRINGS AR 72761
CITY STATE ZIP CODE

01/09/2023
DATE OF STATEMENT

X 
TRANSFEREE'S SIGNATURE

CITY OF TEXARKANA
PRINTED NAME

CITY OF TEXARKANA
TRANSFEREE'S NAME

100 N STATELINE AVE
TRANSFEREE'S ADDRESS (STREET)

TEXARKANA AR 71854
CITY STATE ZIP CODE

NAME CITY OF TEXARKANA STK. NO. VV175759 NEW USED

ADDRESS 100 N STATELINE AVE YEAR 2023 MAKE CHEVROLET

CITY TEXARKANA STATE AR ZIP 71854 MODEL TAHOE

PHONE _____ VIN NO. 1GNSCLED9PR175759

SALESPERSON DONALD CLARK DEL. DATE 01/09/2023

QTY.	NAME OF ITEM	PART	LABOR
	NONE		

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)

CUSTOMER *[Signature]*

DATE 01/09/2023
 APPROVED *[Signature]*
MGR



DATE 01/09/2023 STOCK NO V175831
PURCHASER'S NAME CITY OF TEXARKANA
STREET ADDRESS 100 N STATELINE AVE
CITY & STATE TEXARKANA AR ZIP 71854
BUSINESS PHONE RESIDENCE PHONE

SALESMAN DONALD CLARK

PLEASE ENTER MY ORDER FOR ONE

[X] NEW [] CAR
[] USED [] TRUCK

AS FOLLOWS:

YEAR 2023 MAKE CHEVROLET MODEL OR SERIES TAHOE BODY TYPE UV COLOR BLACK TRIM FL
MVI OR SERIAL NO. 1GNSCLED2PR175831 LAST PLATE NO STATE YEAR ODOMETER MILEAGE 5 TO BE DELIVERED ON OR ABOUT 01/09/2023

Table with 10 columns: CASH PRICE OF VEHICLE, and 9 empty columns for additional pricing or details.

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof; that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL ACCORDING TO THE TERMS HEREOF UNTIL: in the event the buyer wishes to enter into a retail installment contract, approval of the terms thereof is given by a bank or finance company willing to purchase the retail installment contract between the parties hereto based on such terms, or (2) Payment in full is received. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED. Purchaser by his execution of the Order certifies that he is of legal age or older and acknowledges that he has read its terms and conditions and has received a true copy of this order.

PURCHASER'S SIGNATURE [Signature]

SALESMAN DONALD CLARK ACCEPTED BY BUS MGR APPROVAL

Table with 2 columns: Description and Amount. Rows include: USED VEHICLE ALLOWANCE (N/A), BALANCE OWED (N/A), NET ALLOWANCE ON TRADE-IN (\$ N/A), CASH DEPOSIT (N/A), CASH TO BE PAID AT DELIVERY (N/A), TOTAL DOWN PAYMENT (N/A), UNPAID CASH BALANCE DUE ON DELIVERY OF VEHICLE (41700.00).

Table with 10 columns: TRADE IN, YEAR, MAKE, MODEL, BODY TYPE, COLOR, MILEAGE, VEHICLE ID NUMBER, STOCK NUMBER. Includes three rows for trade-in information.

1. As used in this Order the terms (a) "Seller" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.

2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser. Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order.

3. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefor shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.

4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.

5. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.

6. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

7. The price for the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.

8. If a charge for Creditor Life Insurance is included in this Order the provisions on Creditor Life Insurance in any retail installment contract form subsequently executed between the parties hereto in conjunction with this Order shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Creditor Life Insurance specified herein, and the finance charge thereon, may be deducted from the Total Time Balance and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Order and any retail installment contract executed in conjunction therewith shall otherwise remain fully effective.

9. MANUFACTURER'S WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW.

10. USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

11. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

12. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.



SOLD TO: CITY OF TEXARKANA
 ADDRESS 100 N STATELINE AVE
 TEXARKANA AR 71854

No. 01/09/2023
 DATE
 PHONE

MAKE	BODY STYLE	COLOR	MODEL OR SERIES	YEAR	STOCK NO.	SERIAL NO.
CHEVROLET	UV	BLACK	TAHOE	2023	V175831	1GNSCLE2PR175831
TRADE-IN						
TRADE-IN						
TRADE-IN						

CUST # 458141

PRICE OF CAR OR TRUCK	41700.00
ACC.	N/A
MISC.	N/A
TAX-LICENSE - TITLE & TRANSFER	N/A
VEHICLE SERVICE CONTRACT	N/A
TOTAL CASH DELIVERED PRICE	41700.00
FINANCE CHARGES	N/A
INSURANCE CHARGES (COLL & COMPI)	N/A
CREDIT LIFE	N/A
A & H INS.	N/A
TOTAL DELIVERED PRICE	41700.00
ACCT/REC BAL.	
CASH ON DEPOSIT	N/A
CASH PAID ON DELIVERY	N/A
TRADE IN \$	N/A
LESS	
BALANCE OWED \$	N/A
TO	N/A
# N/A PAYMENTS @ \$	41700.00
TOTAL CREDITS	N/A
SOLD BY	DONALD CLARK

To Avoid Penalty
 Sales Tax Must Be Paid
 or Transfer Made Within
 30 Days From Date of Sale

* A SERVICE AND HANDLING FEE IS NOT AN OFFICIAL FEE. A SERVICE AND HANDLING FEE IS NOT REQUIRED BY LAW BUT MAY BE CHARGED BY THE DEALER. THE SERVICE AND HANDLING FEE IS NOT INCLUDED IN THE PRICE OF THE VEHICLE. THE SERVICE AND HANDLING FEE IS NOT INCLUDED IN THE PRICE OF THE VEHICLE. THE SERVICE AND HANDLING FEE IS NOT INCLUDED IN THE PRICE OF THE VEHICLE. THE SERVICE AND HANDLING FEE IS NOT INCLUDED IN THE PRICE OF THE VEHICLE.


DISCLAIMER OF WARRANTIES
 Any warranties on the products sold hereby are those made by the manufacturer(s) of those products. The above named Dealership, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the said dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

By AUTHORIZED SIGNATURE
 PURCHASER'S SIGNATURE

**Arkansas law does not provide for a
"cooling off" or other cancellation period
for vehicle sales.**

Therefore, this contract cannot later be canceled simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle, or for any other reason. After you have signed your contract, you are an immediate owner!

I have read and understand that by signing these legal documents and taking delivery of the vehicle for which the contracts have been written, I will not be able to return the car at a later date and have the contracts voided.

X 	CITY OF TEXARKANA	01/09/2023
Buyer	Printed Name	Date

X _____	_____	_____
Co-Buyer	Printed Name	Date

CITY OF TEXARKANA
CUSTOMER'S NAME

V175831
STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, SUPERIOR CHEVROLET BUICK GMC (transferor's name, PRINT)

state that the odometer now reads 5 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

(1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

(2) I hereby certify that the odometer reading is NOT the actual mileage.
WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
CHEVROLET	TAHOE	UV
VEHICLE IDENTIFICATION NUMBER		YEAR
1GNSCLED2PR175831		2023

X 
TRANSFEROR'S SIGNATURE

SUPERIOR CHEVROLET BUICK GMC
PRINTED NAME

490 HWY 412 EAST
TRANSFEROR'S ADDRESS (STREET)

SILOAM SPRINGS AR 72761
CITY STATE ZIP CODE

01/09/2023
DATE OF STATEMENT

X 
TRANSFEREE'S SIGNATURE

CITY OF TEXARKANA
PRINTED NAME

CITY OF TEXARKANA
TRANSFEREE'S NAME

100 N STATELINE AVE
TRANSFEREE'S ADDRESS (STREET)

TEXARKANA AR 71854
CITY STATE ZIP CODE

CITY OF TEXARKANA

V175831

CUSTOMER'S NAME

STOCK NO

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, SUPERIOR CHEVROLET BUICK GMC (transferor's name, PRINT)

state that the odometer now reads 5 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
(2) I hereby certify that the odometer reading is NOT the actual mileage.
WARNING - ODOMETER DISCREPANCY.

Table with vehicle details: MAKE (CHEVROLET), MODEL (TAHOE), BODY TYPE (UV), VEHICLE IDENTIFICATION NUMBER (1GN5CLED2PR175831), YEAR (2023)

X [Signature]
TRANSFEROR'S SIGNATURE

SUPERIOR CHEVROLET BUICK GMC
PRINTED NAME
490 HWY 412 EAST
TRANSFEROR'S ADDRESS (STREET)

SILLOAM SPRINGS AR 72761
CITY STATE ZIP CODE

01/09/2023
DATE OF STATEMENT

X [Signature]
TRANSFEREE'S SIGNATURE

CITY OF TEXARKANA
PRINTED NAME

CITY OF TEXARKANA
TRANSFEREE'S NAME

100 N STATELINE AVE
TRANSFEREE'S ADDRESS (STREET)

TEXARKANA AR 71854
CITY STATE ZIP CODE

NAME CITY OF TEXARKANA STK. NO. V175831 NEW USED

ADDRESS 100 N STATELINE AVE YEAR 2023 MAKE CHEVROLET

CITY TEXARKANA STATE AR ZIP 71854 MODEL TAHOE

PHONE _____ VIN NO. 1GNSCLED2PR175831

SALESPERSON DONALD CLARK DEL. DATE 01/09/2023

QTY.	NAME OF ITEM	PART	LABOR
	<i>NONE</i>		

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)

CUSTOMER *[Signature]*

DATE 01/09/2023
 APPROVED *[Signature]*
 MGR

1. As used in this Order the terms (a) "Seller" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.

2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser. Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order.

3. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefor shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.

4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.

5. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.

6. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

7. The price for the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.

8. If a charge for Creditor Life Insurance is included in this Order the provisions on Creditor Life Insurance in any retail installment contract form subsequently executed between the parties hereto in conjunction with this Order shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Creditor Life Insurance specified herein, and the finance charge thereon, may be deducted from the Total Time Balance and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Order and any retail installment contract executed in conjunction therewith shall otherwise remain fully effective.

9. MANUFACTURER'S WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW.

10. USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

11. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

12. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.



SOLD TO: CITY OF TEXARKANA
 ADDRESS: 100 N STATELINE AVE
 TEXARKANA AR 71854

No.

DATE: 01/09/2023
 PHONE:

MAKE	BODY STYLE	COLOR	MODEL OR SERIES	YEAR	STOCK NO.	SERIAL NO.
CHEVROLET	UV	BLACK	TAHOE	2023	V175938	1GN5CLE9PR175938
TRADE-IN						
TRADE-IN						


CUST # 458141

PRICE OF CAR OR TRUCK	41700.00
ACC.	N/A
MISC.	N/A
TAX-LICENSE -TITLE & TRANSFER	N/A
VEHICLE SERVICE CONTRACT	N/A
TOTAL CASH DELIVERED PRICE	41700.00
FINANCE CHARGES	N/A
INSURANCE CHARGES (COLL & COMPI)	N/A
CREDIT LIFE	N/A
A & H INS.	N/A
TOTAL DELIVERED PRICE	41700.00
ACCT/REC BAL.	
CASH ON DEPOSIT	N/A
CASH PAID ON DELIVERY	N/A
TRADE IN \$	N/A
LESS BALANCE OWED \$	N/A
TO	N/A
# N/A PAYMENTS @ \$	41700.00
TOTAL CREDITS	N/A

To Avoid Penalty
 Sales Tax Must Be Paid
 or Transfer Made Within
 30 Days From Date of Sale

SERVICE AND HANDLING FEE
 IS SERVICE AND HANDLING FEE IS NOT AN OFFICIAL FEE. A
 SERVICE AND HANDLING FEE IS CHARGED TO THE CUSTOMER FOR RENTING
 SERVICES AND HANDLING DOCUMENTS RELATING TO THE
 SERVICE AND HANDLING DOCUMENTS RELATING TO THE
 FEE MAY VARY IN PRICE TO THE DEALER AND HANDLING
 AND HANDLING FEE MAY VARY IN A PROFIT TO THE DEALER
 THE SERVICE AND HANDLING FEE DOES NOT INCLUDE PAYMENT
 RECEIVED BY LAW.

DISCLAIMER OF WARRANTIES
 Any warranties on the products sold hereby are those made by the manufacturer(s) of those products. The above named
 Dealership, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of
 merchantability or fitness for a particular purpose, and the said dealership neither assumes nor authorizes any other person to
 assume for it any liability in connection with the sale of said products.


By  AUTHORIZED SIGNATURE
 PURCHASER'S SIGNATURE

SOLD BY DONALD CLARK

**Arkansas law does not provide for a
"cooling off" or other cancellation period
for vehicle sales.**

Therefore, this contract cannot later be canceled simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle, or for any other reason. After you have signed your contract, you are an immediate owner!

I have read and understand that by signing these legal documents and taking delivery of the vehicle for which the contracts have been written, I will not be able to return the car at a later date and have the contracts voided.

X  CITY OF TEXARKANA 01/09/2023
Buyer Printed Name Date

X _____
Co-Buyer Printed Name Date

CITY OF TEXARKANA
CUSTOMER'S NAME

V175938
STOCK NO.

ODOMETER DISCLOSURE STATEMENT


Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, SUPERIOR CHEVROLET BUICK GMC (transferor's name, PRINT)

state that the odometer now reads 10 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is NOT the actual mileage.
WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
CHEVROLET	TAHOE	UV
VEHICLE IDENTIFICATION NUMBER		YEAR
1GNSCLE9PR175938		2023

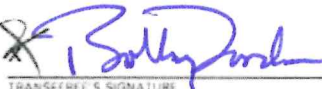
X 
TRANSFEROR'S SIGNATURE

SUPERIOR CHEVROLET BUICK GMC
PRINTED NAME

490 HWY 412 EAST
TRANSFEROR'S ADDRESS (STREET)

SILOAM SPRINGS AR 72761
CITY STATE ZIP CODE

01/09/2023
DATE OF STATEMENT

X 
TRANSFEREE'S SIGNATURE

CITY OF TEXARKANA
PRINTED NAME

CITY OF TEXARKANA
TRANSFEREE'S NAME

100 N STATELINE AVE
TRANSFEREE'S ADDRESS (STREET)

TEXARKANA AR 71854
CITY STATE ZIP CODE

CITY OF TEXARKANA
CUSTOMER'S NAME

V175938
STOCK NO

ODOMETER DISCLOSURE STATEMENT


Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, SUPERIOR CHEVROLET BUICK GMC (transferor's name, PRINT)

state that the odometer now reads 10 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is NOT the actual mileage.
WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
CHEVROLET	TAHOE	UV
VEHICLE IDENTIFICATION NUMBER		YEAR
1GNSCLED9PR175938		2023

X 
TRANSFEROR'S SIGNATURE

SUPERIOR CHEVROLET BUICK GMC
PRINTED NAME

490 HWY 412 EAST
TRANSFEROR'S ADDRESS (STREET)

SILOAM SPRINGS AR 72761
CITY STATE ZIP CODE

01/09/2023
DATE OF STATEMENT

X 
TRANSFEREE'S SIGNATURE

CITY OF TEXARKANA
PRINTED NAME

CITY OF TEXARKANA
TRANSFEREE'S NAME

100 N STATELINE AVE
TRANSFEREE'S ADDRESS (STREET)

TEXARKANA AR 71854
CITY STATE ZIP CODE

NAME CITY OF TEXARKANA STK. NO. V175938 NEW USED

ADDRESS 100 N STATELINE AVE YEAR 2023 MAKE CHEVROLET

CITY TEXARKANA STATE AR ZIP 71854 MODEL TAHOE

PHONE _____ VIN NO. 1GNSCLED9PR175938

SALESPERSON DONALD CLARK DEL. DATE 01/09/2023

QTY.	NAME OF ITEM	PART	LABOR
	NONE		

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)

CUSTOMER *[Signature]*

DATE 01/09/2023
 APPROVED *[Signature]*
MGR.

ORDINANCE NO. 1-2023

AN ORDINANCE WAIVING COMPETITIVE BIDDING; AUTHORIZING THE CITY MANAGER TO APPROVE THE PURCHASE OF (4) FOUR 2023 CHEVROLET TAHOES WITH POLICE PACKAGES; FOR DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, in order to maintain an updated vehicle fleet in connection with providing public safety and police services for the City, it is necessary to acquire (4) four 2023 Chevrolet Tahoes with police packages; and

WHEREAS, there is currently no approved 2023 state bid fleet price for police package Tahoes; and

WHEREAS, Superior Chevrolet Buick GMC of Siloam Springs, Arkansas, is known throughout the state as typically ordering large quantities of these police package vehicles, which are special-order with unique features and not typically inventoried by dealerships; and

WHEREAS, said dealer, upon inquiry, agreed to discount the typical price of \$48,367.00 to \$41,200.00 per vehicle, bringing the total proposed amount to \$164,800.00 for (4) four of such vehicles; and

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

WHEREAS, funds are available as budgeted in the FY2023 Budget; and

WHEREAS, the City Manager and Chief of Police request approval and, further, waiver of any applicable competitive bidding practices, all as and for the reasons described above;

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

Section 1: The purchase of the four (4) vehicles on the terms and conditions set out above are approved and any competitive bidding practices that may be otherwise required by applicable law or ordinance are waived.

Section 2: The City Manager is authorized to enter into any agreement reasonably necessary carry out the purchase hereby approved.


Section 3: This action being necessary for the preservation of the public peace, health, and safety (including, without limitation, the immediate need to replace keep the fleet updated and operational to best serve the public safety interest of the City), 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 January, 2023.



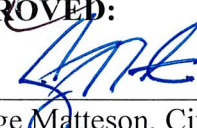
Allen L. Brown, Mayor

ATTEST:



Heather Soyars, City Clerk

APPROVED:



George Matteson, City Attorney



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance authorizing the City Manager to purchase a three-year Microsoft Enterprise License Agreement for licenses used by all departments of the City of Texarkana, Arkansas, in an amount not to exceed the annual fee of \$57,356.45. (TWU) IT Director Brandon Uselton

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

AGENDA DATE: January 17, 2023

ITEM TYPE: Ordinance Resolution Other :

DEPARTMENT: Texarkana Water Utilities – Information Technology

PREPARED BY: Brandon Uselton, IT Director, Texarkana Water Utilities

REQUEST: Consider an ordinance authorizing the City Manager to purchase a three-year Microsoft Enterprise License Agreement for licenses used by departments of the City of Texarkana, Arkansas in an amount not to exceed the annual fee of \$57,356.45.

EMERGENCY CLAUSE: Yes

SUMMARY: The Texarkana Water Utilities (TWU) Information Technology (IT) Division is requesting the enterprise agreement proposal from SHI Government Solutions of Somerset, New Jersey for Microsoft licenses to be accepted, and authorizing the City Manager to negotiate a final enterprise agreement at a total cost over a three-year period not to exceed one hundred seventy two thousand, sixty-nine 35/100 dollars (\$172,069.35) with the Texarkana Arkansas annual cost not to exceed fifty-seven thousand, three hundred fifty-six 45/100 dollars (\$57,356.45).

The IT Division of TWU budgets and requests software licenses for the computer systems of City of Texarkana, Arkansas; utilizing an Enterprise Agreement managed by TWU to purchase these licenses will allow for software consistency across departments. The execution of this Enterprise Agreement will continue the maintenance on existing Microsoft licenses and the type and number of licenses to be acquired through this purchase agreement is shown on the attached document marked as **Exhibit “A”**. TWU has received the following documents, from SHI Government Solutions of Austin, TX, for Microsoft licensing:

a proposed Microsoft Enterprise Agreement Quote (**Exhibit “A”**),

The funds for the first-year payment have been appropriated in the City of Texarkana Arkansas General Fund, and funds for future payments are anticipated to be appropriated in the same fund. Utility staff recommends approval.

The total purchase cost is \$172,069.35 and an exact purchase breakout of Texarkana, Arkansas costs are as follows:

2023	\$57,356.45
2024	\$57,356.45
2025	\$57,356.45
Totals	\$172,069.35

EXPENSE REQUIRED: \$57,356.45 annually for 3 years

AMOUNT BUDGETED: \$57,356.45 (this fiscal year)

**APPROPRIATION
REQUIRED:** None

**RECOMMENDED
ACTION:** Utility Staff recommends approval.

EXHIBITS: Ordinance and A – SHI Quote

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE EXECUTION OF A MICROSOFT ENTERPRISE LICENSE AGREEMENT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, it is necessary to renew certain Microsoft Licenses utilized by the City; and

WHEREAS, the Information Technology Division of Texarkana Water Utilities (TWU) is the facilitator of the agreement with Microsoft and the management agency for all Microsoft licenses used by the City of Texarkana, Arkansas; and

WHEREAS, SHI Government Solutions of Somerset, New Jersey, a sole provider for the product, has purposed a three (3) year license agreement with the total cost of \$172,069.35, which is anticipated to be paid out in three (3) equal annual installments of \$57,356.45; and

WHEREAS, because this purchase involves a unique product which is only available from a single source, an exceptional situation exists where it is not feasible or practical to utilize ordinary competitive bidding practices to make such purchase; and

WHEREAS, the City Manager and staff recommends, that the competitive bidding practices otherwise required by applicable statute and ordinance be waived as permitted by Ark. Code. Ann. § 14-47-138 and § 2-27 of the *City of Texarkana, Arkansas, Code of Ordinances* and the execution of the three (3) year license agreement described herein be authorized;

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

Section 1. The competitive bidding practice as contemplated by applicable law and ordinance are waived and the City Manager is authorized to enter into a three (3) year license agreement with SHI Government Solutions for certain Microsoft licenses in the

total amount of \$172,069.35, of which the Texarkana, Arkansas, annual cost not to exceed \$57,356.45 per year, over three (3) years provided, however, that the agreement provide for termination in the event funds are not budgeted for such purpose in any given year following this year.

Section 2. This action being necessary for the preservation of the public peace, health, and safety, to provide for continuity of operation without interruption, 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 17th day of January, 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney



Pricing Proposal
Quotation #: 22662315
Reference #: EA 82348542
Created On: 10/20/2022
Valid Until: 1/27/2023

TX-City of Texarkana Water Utilities

Microsoft Inside Account Manager

Brandon Uselton

808 Olive Street
STE A
Texarkana, TX
United States
Phone: (903) 799 0287
Fax:
Email: brandonu@txkusa.org

Shaina Walker

290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-868-6191
Fax:
Email: Shaina_Walker@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-12414 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2023 – 1/31/2024 Note: Year 1 of 3	245	\$19.68	\$4,821.60
2	O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: U4S-00002 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2023 – 1/31/2024 Note: Year 1 of 3	118	\$85.44	\$10,081.92
3	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2023 – 1/31/2024 Note: Year 1 of 3	127	\$237.72	\$30,190.44
4	WINENTperDVC ALNG UpgrdSAPk MVL Microsoft - Part#: KV3-00381 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2023 – 1/31/2024 Note: Year 1 of 3	179	\$66.31	\$11,869.49
5	Win Remote Desktop Services CAL ALng SA DCAL Microsoft - Part#: 6VC-01253 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2023 – 1/31/2024 Note: Year 1 of 3	20	\$19.65	\$393.00

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.