



Rescheduled Regular Meeting of the Board of Directors

City of Texarkana, Arkansas
216 Walnut Street

Agenda - Tuesday, February 22, 2022 - 6:00 PM

Call to Order

Roll Call

Invocation given by Director Jeff Hart.

Pledge of Allegiance led by City Clerk Heather Soyars.

CITIZEN COMMUNICATION

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

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

PRESENTATION(S)

1. LifeNet presentation given by CEO David Baumgardner. (Admin)

CONSENT

2. Approval of the minutes of the regular meeting February 7, 2022. (CCD) City Clerk Heather Soyars
3. Adopt a Resolution authorizing the purchase of five (5) 2022 Ford Hybrid Police Interceptor vehicles for the Texarkana, Arkansas Police Department. (TAPD) Capt. James Atchley

REGULAR

4. Adopt an Ordinance amending Ordinance No. 4-2022 and approving the amendments to the Interlocal Agreement with Miller County for housing Municipal Prisoners at the Miller County Detention Center. (Admin)

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, March 7, 2022

ADJOURN

2022 City Calendar

**Texarkana Homeless Coalition Annual Chili Cook-Off
Friday, February 25, 2022 - 316 Hazel Street**

Twin City Black History Association Parade - Saturday, February 26, 2022

Annual Review

City of Texarkana, Arkansas

LIFENET



LIFENET
EMERGENCY MEDICAL SERVICES
911
LIFENET
911
LIFENET
911

LIFENET
EMERGENCY MEDICAL SERVICES
911
LIFENET
EMERGENCY MEDICAL SERVICES
911

FIRE

LIFENET

stryker

10

Not-For-Profit

- **Not For Profit**

- Profits are cycled into business to achieve mission
- No individuals/shareholders receive profits
- We pay taxes

- **Governance**

- Volunteer 15-Member Board of Directors
 - Healthcare and business leaders
 - Serve as a sounding board for community expectations.

LIFENET

CAAS Accreditation



The Sentinel-Record/Richard Rasmussen

ACCREDITED CREW: LifeNet personnel load a patient into an ambulance in the 900 block of Hobson Avenue on Thursday. LifeNet Inc. said this week it has once again maintained its accreditation from the Commission on Accreditation of Ambulance Services.

LifeNet earns EMS Gold Standard

TANNER NEWTON
The Sentinel-Record

Continuing a trend that has lasted almost 20 years, LifeNet Inc. has once again maintained its accreditation from the Commission on Accreditation of Ambulance Services.

The nonprofit company provides emergency medical services in three states, a territory that includes Hot Springs and Garland County. Since LifeNet came to Hot Springs in 2005, it has been continually accredited.

LIFENET, PAGE 4A



LIFENET

Improvements



LIFENET

Executive Summary



5799
Requests for Ambulance Service



83.1%
Response Time Compliance



1767
Most Calls Per Response Zone (TAFD Zone 2)



454
Least Calls Per Response Zone (TAFD Zone 4)



3:00 a.m.
Least Busy Time for Transport Requests



4:00 p.m.
Most Busy Time for Transport Requests



4:00 p.m.
Most Busy Time for Transport Requests



94.12
Patient rating for care shown by the paramedics



July & August
Busiest months for patient transports in Texarkana, AR
(558 each month)



13
Number of community events in Texarkana, USA



123
Number of calls for Sudden Cardiac Arrest (SCA) in
Texarkana, AR



17%
SCA Survival Rate for victims in Texarkana, AR

LIFENET

System Wide SCA Data

2020 Sudden Cardiac Arrests

123

of SCA Victims
in Texarkana, AR

11

of Patients Who Survived to
Discharge in Texarkana, AR

51

of Resuscitation
Attempts in Texarkana, AR

17

% of Patients Who Survived to
Discharge in Texarkana, AR

LIFENET

Independent Survey Results

Survey Results by Category

Texarkana, USA	
Dispatch	93.65
Ambulance	92.94
Crew	94.12
Billing	91.52
Overall	92.61

Words from Our Patients



"They were kind, compassionate, and knowledgeable about what to do. One of them stayed with me until they got me into the CT scan room."

Run Number: 61421



"EMTs and dispatcher were very kind and professional."

Run Number: 38732



"I have used your ambulance service several times in the last few years and everyone has been great!"

Run Number: 63916



"It was my first time in an ambulance. They took really great care of me."

Run Number: 58724



"Could not ask for better service. They were professional, concerned, caring. They did what they were called to do. Thanks for your prompt and courteous service."

Run Number: 63400

LIFENET

Expectations

All paramedic response

Respond to each emergency within 9 minutes 90% of the time

Respond to every 911 request regardless of the patient's ability to pay

Regulated Fee for Service – No subsidy

LIFENET

Pandemic Challenges



Staffing Vacancies

Workforce Production

Increased Demand

Inflation

Bed Availability

LIFENET

Critical Staffing

- **EMS workforce**

- The EMS workforce in Arkansas is operating at 42% of capacity
- Many not actively working
- Some working in non-public response roles
- Some working out-of-state.

- **Travel / Facility Contracts**

- Lucrative facility contracts are unable to be matched by EMS providers



KRUCIAL STAFFING

WE ARE LIVE
KRUCIAL KREW

EMT-Bs

\$30/HR & \$45/OT

CAN BE A TEXAS RESIDENT.

CALL NOW
913-393-9728

TX DEPLOYMENT

MUST BE ABLE TO ARRIVE BY 10 PM TOMORROW, 1/9

LIFENET

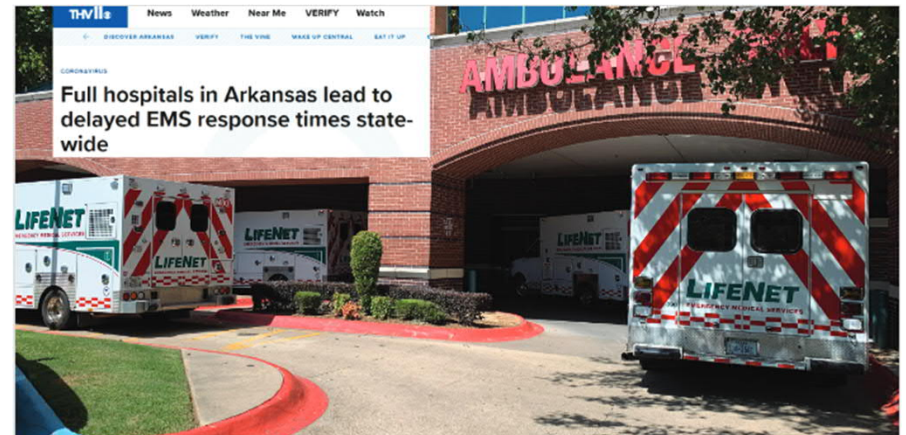
Workforce Production

- **EMS education programs not producing enough graduates to fill system vacancies.**
 - Only 36% of available program seats (EMT & paramedic) are filled.
 - Adjusted for state pass rates, the percentage of graduates entering our profession is projected to be about 28% of total capacity.
 - LifeNet started their own paramedic program in 2020 as well as providing tuition reimbursement

LIFENET

Increased Response Time Demand

- **Increased Response Demand, Lower Transport Ratios**
 - Total volume of responses have increased over the past 2 years
 - Larger percentage of non-transport/treat-and-release calls
 - Result:
 - Higher response costs
 - Lower fee-for-service revenue returns
 - No reimbursement for treat-in-place



LIFENET

Inflation

- CPI increased 7% in 2021
- Retail stores and restaurants can increase prices to keep up with wage adjustments.
 - **EMS agencies cannot.**
- **Impact:**
 - Lagging Compensation Packages



Bed Availability



Impacts of Systems of Care

- **It's not all about COVID!**
 - STEMI
 - TRAUMA
 - STROKE
 - SCA
- **A limited number of resources to serve an increasing number of needs.**

LIFENET

Questions



LIFENET



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Approval of the minutes of the regular meeting February 7, 2022. (CCD) City Clerk Heather Soyars
AGENDA DATE:	February 22, 2022
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Minutes
DEPARTMENT:	City Clerk Department
PREPARED BY:	Heather Soyars, City Clerk
REQUEST:	Approval of meeting minutes.
EMERGENCY CLAUSE:	N/A
SUMMARY:	Approval of meeting minutes
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	The City Clerk recommends Board approval.
EXHIBITS:	Meeting minutes.



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Minutes - Monday, February 07, 2022 - 6:00 PM

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

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

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

Invocation given by Director Barbara Miner.

Pledge of Allegiance led by Bi-State Building Manager Kristine Barron.

CITIZEN COMMUNICATION

Phyllis Haynes, 1915 Dudley, wanted to voice her concerns regarding the Animal Care and Adoption Center (ACAC). She thought the director of the (ACAC) was a dog breeder and said that should be a conflict of interest for someone in that position.

Director Laney Harris spoke about the Child Tax Credit and Earned Income Tax Credit Day of Action. *Statement is attached*

Christina Tutt, president of the Texarkana Animal Coalition Team, offered her seven-step road map to get the Animal Care and Adoption Center where it needed to be.

Amy Stanley, Passion for Pouches, said she would like more transparency between the Animal Care and Adoption Center and the citizens. She stated she wished both Texarkana's would collaborate together to help with the animals.

Carol Silvey, Texarkana Humane Society Spay and Neuter Program, said she wanted a response from the email she sent City Manager Mr. Ellington last week.

Jane Gann, member of the Animal Care and Adoption Center focus group, said many of the complaints brought forward from the citizens were addressed in the focus group meeting last week.

PRESENTATION(S)

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

Christopher Manley Bi-State

25 Years

Patrick Nelson	Bi-State	25 Years
Jason A. Cherry	TAFD	20 Years
Montri Jones	TAFD	30 Years
Kristopher Bocox	TAPD– Computer Services Tech	20 Years
Michael Lynch	TWU	5 Years
David Mills, Jr.	TWU	15 Years
Michael Sorrell	TWU	20 Years

2. AR-TX REDI Video presentation. (Admin)
3. Audit Presentation given by Cynthia Burns, BKD, LLP. (FIN)

Cynthia Burns, BKD, LLP, gave a brief Audit Presentation on year end 2020.

CONSENT

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

4. The minutes of the rescheduled regular meeting January 18, 2022. (CCD) City Clerk Heather Soyars
5. Resolution No. 2022-4 rescheduled the Juneteenth City Holiday and the Board of Directors' second meeting in June. (CCD) City Clerk Heather Soyars
6. Resolution No. 2022-5 authorized the City Manager to enter into a contract for the US Highway 82 East 8" Sewer Main Extension Phase I. (TWU) Interim Executive Director Gary Smith
7. Resolution No. 2022-6 authorized the City Manager to enter into an agreement with the City of Texarkana, Texas for Police Criminal Investigation Division (CID) services. (FIN) Finance Director TyRhonda Henderson
8. Resolution No. 2022-7 authorized the City Manager to purchase a Ford Edge for Narcotics Task Force Operations. (TAPD) Captain Bobby Jordon
9. Resolution No. 2022-8 authorized the City Manager to purchase a New Holland TS6.110 Tractor for the Public Works Department Streets Division. (PWD) Public Works Director Tyler Richards
10. Resolution No. 2022-9 authorized the City Manager to purchase a John Deere Mini Excavator for the Public Works Department Streets Division. (PWD) Public Works Director Tyler Richards
11. Resolution No. 2022-10 authorized the City Manager to purchase a Used Water Truck for the Public Works Department Streets Division. (PWD) Public Works Director Tyler Richards
12. Resolution No. 2022-11 authorized the City Manager to purchase a Used Pneumatic Roller for the Public Works Department Streets Division. (PWD) Public Works Director Tyler Richards
13. Resolution No. 2022-12 amended the FY2022 General Fund Budget to Include the Reallocation of the FY2021 General Fund Budget funding for Nix Creek Improvements. (PWD)

REGULAR

14. Resolution No. 2022-13 accepted the year end 2020 Audit Report. (FIN) Finance Director TyRhonda Henderson

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

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

No one came forward.

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

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

15. Resolution No. 2022-14 authorized the City Manager to enter into a lease agreement on behalf of the Texarkana Regional Airport with Flight Solutions, LLC, for the construction of 3 aircraft hangers. (Airport) Airport Director Paul Mehrlich

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

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

No one came forward.

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

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

16. Resolution No. 2022-15 authorized the City Manager to enter into a contract with Spears Engineering Company for the design of the US HWY 71 North 42" Water Main Relocation Project. (TWU) Interim Executive Director Gary Smith

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

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

No one came forward.

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

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

17. Ordinance No. 3-2022 for the updating and repair of the City's Storm Siren System. (TAFD) Chief David Fletcher

Director Harris made the motion to suspend the rules and place the ordinance on its first reading in abbreviated form, Seconded by Director Roberts.

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

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

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

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

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

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

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

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

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

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

No one came forward.

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

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

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

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

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

No one came forward.

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

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

18. Ordinance No. 4-2022 authorized the City Manager to enter into an Interlocal Agreement with Miller County for housing Municipal Prisoners at the Miller County Detention Center. (Admin)

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

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

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

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

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

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

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

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

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

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

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

No one came forward.

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

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

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

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

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

No one came forward.

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

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

BOARD OF DIRECTORS' COMMENTARY

Director Hart thanked TyRhonda Henderson and the Finance Department for their hard work preparing for the audit.

Director Brewer also wanted to thank the Finance Department for a job well done and their attention to detail.

Director Miner wanted to let citizens know about the ribbon cutting for the Rec Center on February 17, 2022, and the grand opening of the Rec Center on February 19, 2022.

CITY MANAGER REPORT

City Manager E. Jay Ellington gave the following report:

- He and the City Clerk went to a Leadership Texarkana strategic doers training session last week.
- He met with a focus group concerning the Animal Care and Adoption Center.
- He made a presentation to the Advertising & Promotion Commission regarding the downtown festival area.
- He said the City was still discussing the Juvenile Detention Center agreement and it would be brought before the Board in the future.
- The City hired a consult to help with the redistricting of the wards.

- He said the dumpster cleanup campaign was scheduled for March 5, 2022. Mr. Ellington said the dumpsters would be available on the first Saturday of the month.
- He mentioned the Rec Center ribbon cutting set for February 17, 2022, and the grand opening on February 19, 2022.
- He wanted the Board to know he would be attending Leadership Texarkana and Police Citizens Academy this week.

EXECUTIVE SESSION

Director Harris requested an Executive Session.

The Board entered Executive Session at 7:12 PM.

The Mayor reconvened the meeting at 7:17 PM.

No action was taken.

NEXT MEETING DATE: Tuesday, February 22, 2022

ADJOURN

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

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

The motion carried 7-0 and the meeting adjourned at 7:18 PM.

APPROVED this the 22nd day of February 2022.

Allen L. Brown, Mayor

Heather Soyars, City Clerk

February 7, 2021

On February 4, 2022 I received Information for call to action for state and local leader from the Biden Administrative thru the American Recues Plan (ARP) Implementation Team, The White House Office of Intergovernmental Affairs stating that Tuesday, February 8 is Child Tax Credit and Earned Income Tax Credit Day of Action – and we are calling on state and local leaders to ensure residents are aware of and accessing these critical dollars to help make ends meet. “You may consider taking action by launching email and text campaigns to your residents, partnering with local agencies and VITA sites to ensure residents access these important benefits, and raising awareness through social media and more.”

Beside stating about this, this evening. This morning I went to Cheatham Tax Services at 501 East 9th St, Texarkana, Ar 71854 and share with her business about tax filer and non filer . Even though Mrs. Michelle Cheatham was well verse on the information of Child Tax Credit and Earned Income Tax Credit. I left some flyers for her to post at her business.

Next I went to Sandflats Community Center and explain I was there on behaved of The White House Office of Intergovernmental Affairs stating that Tuesday, February 8 is Child Tax Credit and Earned Income Tax Credit Day of Action then I went to Iron Mountain Community Center and stated the same and left a flyers also.

These are the key point I needs to states about the Child Tax Credit and Earned Income Tax Credit Day of Actions are:

- The new Child Tax Credit and Earned Income Tax Credit are bigger than ever.
- The Child Tax Credit was increased and expanded in 2021 by the American Rescue Plan, and most families are eligible to receive the

credit for their children. For families with kids, the 2021 Child Tax Credit is \$3,000-\$3,600 per kid, based on their age.

- This year, for the first time, the Earned Income Tax Credit can be worth up to \$1,500 for some workers without kids at home — nearly triple the credit in 2020 because of changes made by the American Rescue Plan.
- Filing a tax return is the best way to receive the full Child Tax Credit and Earned Income Tax Credit.
- Many families received about ½ of their CTC in monthly payments in 2021. Families will get the rest of the CTC they are owed by filing taxes this year. [ChildTaxCredit.gov](https://www.childtaxcredit.gov) can help.
- Free tax help is available to file tax returns – go to [ChildTaxCredit.gov](https://www.childtaxcredit.gov) to learn more.

I will end if a members of the ARP Implementation Team of The White House Office of Intergovernmental Affairs is watching or see this, tell Mr. President Biden Thanks! for caring about the poor, the disenfranchise, and the under representative.

Laney Harris, City Director, Ward 2
City Texarkana, Arkansas 71854



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the purchase of five (5) 2022 Ford Hybrid Police Interceptor vehicles for the Texarkana, Arkansas Police Department. (TAPD) Capt. James Atchley

AGENDA DATE: February 22, 2021

ITEM TYPE: Ordinance Resolution Other

DEPARTMENT: Texarkana Arkansas Police Department

PREPARED BY: Capt. James Atchley

REQUEST: Purchase of five (5) 2022 Ford Police Interceptor Black, 3.3L V6 Engine, Hybrid version, keyed alike, 10 speed automatic transmission 119” Wheelbase, All wheel drive, Cloth front seats/ vinyl rear seats Police engine idle feature

EMERGENCY CLAUSE: N/A

SUMMARY: To purchase five (5) 2022 Ford Explorers for (TAPD). The (TAPD) continues to update the aging fleet to avoid continued increases in maintenance and fuel experienced in the past.

The hybrid vehicles also allowed us to see a decrease in fuel expenses. For the years of 2019-2020, (TAPD) saw an approximate \$17,000.00 decrease, and \$12,000.00 decrease in the year 2021, while experiencing significant increases in cost per gallon in motor fuel.

EXPENSE REQUIRED: \$194,150.25

AMOUNT BUDGETED: \$194,150.25

**APPROPRIATION
REQUIRED:** \$0.00

**RECOMMENDED
ACTION:** Staff recommends approval by the Board of Directors.

EXHIBITS: Resolution, (3) Three bids

RESOLUTION NO. _____

WHEREAS, the low bid in the amount of \$194,150.25 was submitted by McLarty Ford for five (5) 2022 Ford Police Interceptor Black, 3.3L V6 Engine **Hybrid version**, to update the aging fleet to avoid continued increases in maintenance and fuel; and

WHEREAS, funds are available and budgeted; and

WHEREAS, the City Manager and staff recommend approval;

NOW, THEREFORE, BE IT RESOLVED, that the City Manager is authorized to execute a contract and take such action as is reasonably necessary to acquire the vehicles described above and upon the terms so indicated.

PASSED AND APPROVED this 22nd day of February, 2022.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney

Purchase Request Form

Division: **TAPD**

Section: **Services Division**

Date: **02/22/2022**

Quantity	Price	Type of Item
5	\$35,220.00	2022 Ford Explorer Police Interceptor

Invoice Number
Sub total
Shipping, handling, taxes?
Total Expense

Funding Source:

Vendor: Mclarty Ford
Address: 3232 Summerhill Road
Texarkana, Texas 75503
Purpose: Continue Patrol Fleet Renewal process

Officer : **Capt. James Atchley**

Approved: _____

Division Commander

(Are Bids/Justifications Attached?)

Comments: This purchase will be made from funds approved in the 2022 budget for patrol vehicles and will continue the established vehicle purchasing/replacement project.

Cost

\$176,100.00

\$0.00

\$0.00

\$176,100.00

\$18,050.25

\$194,150.25

101-121-50501-54200

54200

yes

January 19, 2022

McLarty Ford
3232 Summerhill Road
Texarkana, Texas 75503
Attn: Mike Terrell

2022 **HYBRID BID**

Attn: Jason Shores
Texarkana Arkansas Police Department
100 North State Line Ave
Texarkana, Texas 75501

re: Bid request on 2022 Ford Police Interceptor Utility

Dear Sir:

I am pleased to bid on the following vehicles
according to the specifications that you have provided

(5 ea).....2022 Ford Police Interceptor
Black, 3.3L V6 Engine, *Hybrid version*
keyed alike, 10 speed automatic transmission
119" Wheelbase, All wheel drive
Cloth front seats/ vinyl rear seats
Courtesy Lamp Disable
Police engine idle feature
Spot light prep kit

Bid Price.\$35,220.00 (unit price)
(plus applicable fees and taxes)

Total Bid.....\$176.100.00
(plus applicable fees and taxes)

Let me know if this bid is acceptable and we will be glad
to place order

Sincerely,

Mike Terrell
McLarty Ford Sales

Vehicle Specifications & Options Pricing

ITEM 66

TYPE HPU 10133946

**Ford Hybrid Police Utility Vehicle,
FOR POLICE PURSUIT
(NO SUBSTITUTES)**

Dealer Name: Smart Ford

Vehicle Make/Model FORD INTERCEPTOR

Model Code: K8A

City MPG Estimate 23 MPG

Highway MPG Estimate 24 MPG

CO-OP Purchasing One Way Delivery Charge Per Mile \$2.85

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VEHICLE BID PRICE \$35,694.96

TEXAKANA P.D.

JASON SHOES

903 748-7502

Body & Chassis	Base Vehicle Minimum Requirements	Enter Vehicle Specification and Manufacturer Codes (Fill in Unshaded Blanks Only)
4-Door SUV	EPA Classified as Standard SUV	
Police Package	Includes all features listed in manufacturer's printed specifications and literature as a part of their standard police equipment package.	
Engine		
Engine (Hybrid, Police Pursuit)	Hybrid Engine System, List liters and type of Hybrid System. List Range on Full Tank of Gas.	3.3L V6 HYBRID
Fuel Type	Mfg. Std. - List Primary Type	GAS
Oil Type	Mfg. Std. - List Weight and Type	
Transmission		
Automatic or CVT Transmission	Automatic or CVT Transmission - List Type, Speeds etc.	10-SPEED AUTOMATIC
Electrical		
Alternator	Mfg. Std. - List Size	DC/AC CONVERTOR-220 AMP (IN LIEU OF ALTERNATOR)
Fuel Capacity (Gals)	Mfg. Std. - List Amount in Gallons	19 GALLONS
Exterior		
Paint	One Color Paint	
License Plate Brackets	Front and Rear Brackets	
Windshield Washer	Windshield Washer & Multi-Speed Wipers	
Doors & Windows		
Doors	4 Side Doors	
Door Locks	Power Locks (Operable From Front Only)	
Rear Windows & Locks: Operable from front and rear with front lockout feature.	Rear Windows & Locks: Operable from front and rear with front lockout feature.	
Disconnect Door Courtesy Light Switches	Disconnect Door Courtesy Light Switches	
Rear Window Defrost	Rear Window Defrost	
Windows	Power Windows	
Mirrors	Mfg. Std.	
Floor		
Floor Covering	Vinyl	
Interior		
Air Conditioning	AC Factory Installed	
Radio/Single slot CD/MP3 player	Mfg. Std.	
Steering	Power Steering	
Radio Suppression Package	Mfg. Std.	
Noise Suppression	Mfg. Std.	
Tilt & Cruise	Tilt Steering Wheel & Cruise Control	
Remote Deck Lid Release Control on Driver's Side	Remote Deck Lid Release Control on Driver's Side	
Seats		

ITEM 66**Dealer Name: Smart Ford**

Seating Capacity	Mfg. Std. List Maximum Occupants	5-PASSENGER
Seats: Approx. 10" spacing between front seats in center	Mfg. Std.	
Front Seat	Cloth	
Rear Seat	Vinyl	
Safety		
Brakes	Anti-Lock Brake System (ABS) - List Disc/Drums	4-Wheel Heavy Duty disc w H/D FRON/REAR CALIPERS
Restraint System All Pass	Mfg. Std. Required	
Air Bags, Front, Both Sides	Mfg. Std. Required	
Tires & Wheels		
Tires & Wheels Police Pursuit Rated	Mfg. Std. - List Size	Tires - 255/60R18 A/S BSW
Spare	Mfg. Std. - List Size (Full or Space Saver)	Spare - Full size 18" Tire w/TPMS
Wheel Covers	Wheel Covers	
Warranty		
Bumper to Bumper Warranty	3 Years or 36,000 miles, whichever comes first	
Drive Train Warranty	List Warranty	<ul style="list-style-type: none"> • 3 Year / 36,000 Miles Bumper / Bumper • 8 Year / 100,000 Miles Hybrid Unique Componen

ITEM 66		VEHICLE OPTIONS		Dealer Name: Smart Ford	
Ford Hybrid Police Utility Vehicle, AWD (NO SUBSTITUTES) Back to Table of Contents					
Engine	Code	Option/Minimum Requirement	Enter Optional Equip. Desc. & Mfg. Codes	Price	
Flex Fuel	FFV	Add Flex Fuel	3.3 GAS DELETES HYBRID SYSTEM	-\$2,300.00	
Electrical					
Lights	DL	Add Daytime Running Lights	942 DLEETES DARK CAR FEATURE	\$45.00	
Spot Lamp: Front, Left	SL	Spot Lamp: Front, Left	51R	\$425.00	
Spot Lamps: Front, Left and Right	ON	Spot Lamps: Front, Left and Right; Requires Option SL	51W	\$285.00	
Chassis Straps	ST	Chassis Straps for radio interference	91D BOND STRAPS	\$125.00	
Doors & Windows					
Tinted Windows	TG	Add Deep Tinted Glass	DEALER ADDED DRIVER/PASSENGER	\$285.00	
Switches: Rear Window Inoperative. Rear Door, Interior, Door Locks and Handles Inoperative.	WD	Switches: Rear Window Inoperative (only operate from driver's position). Rear Door, Interior, Door Locks and Handles Inoperative (can only be opened from the outside).	68G	\$125.00	
Interior					
Radio Upgrade	RU	Premium Audio System with AM/FM Stereo & MP3 Capability	INCLUDED-BLUE TOOTH CAP.	N/C	
Cloth Seats	CS	Cloth Seats	60F CARPET	\$145.00	
Carpeted Floors With Mats	CF	Carpeted Floors With Mats	16C CARPET	\$165.00	
Rear Air Conditioning	RA	Factory Installed Rear Auxiliary Air Conditioning	17A	\$645.00	
Rear Backup Camera	RC	Rear Backup Camera	STD.	\$0.00	
Exterior					
Body Side Moulding	AM	Body Side Moulding	N/A	\$0.00	
Full Size Spare	WL	Spare Mounted On Matching Wheel	STD.	\$0.00	
Integrated Com. System	IC	Integrated Communication System	47E-Intergrated Computer Screen	\$3,275.00	
Keyless Entry	KE	Keyless Entry	55F	\$358.00	



Preview Order 0119 - K8A - Police Inter Utility AWD: Order Summary Time of Preview: 01/19/2022 15:42:49

Dealership Name: Johnston Ford

Sales Code: F52424

Dealer Rep.	Scott McCool	Type	Fleet	Vehicle Line	Explorer	Order Code	0119
Customer Name	texarkana	Priority Code	F1	Model Year	2022	Price Level	215

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K8A0 POLICE INTER UTILITY AWD	\$40980	COURTESY LAMP DISABLE	\$25
.119 INCH WHEELBASE	\$0	DRIVER SIDE LED SPOT LAMP	\$395
TOTAL BASE VEHICLE	\$40980	KEYLESS ENTRY - 4 FOBS	\$340
AGATE BLACK METALLIC	\$0	WIRING GRILL/LAMP/SIREN/SPKRS	\$50
CLOTH BUCKETS/VINYL REAR SEATS	\$0	NOISE SUPPRESSION BOND STRAPS	\$100
EBONY INTERIOR	\$0	OBD-II SPLIT CONNECTOR	\$55
EQUIPMENT GROUP 500A	\$0	REVERSE SENSING SYSTEM	\$275
.AM/FM STEREO	\$0	PRICE CONCESSION INDICATOR	\$0
.3.3L HYBRID ENGINE	\$0	REMARKS TRAILER	\$0
.10-SP MODULR HYBRD AUTO TRN	\$0	REAR TAILLAMP HOUSING	\$60
JOB #2 ORDER	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
AUX CLIMATE CONTROL	\$610	FUEL CHARGE	\$0
GLOBAL LOCK/UNLOCK	\$0	PRICED DORA	\$0
REAR CAMERA ON DEMAND	\$230	ADVERTISING ASSESSMENT	\$0
FRONT WARNING AUX LIGHT	\$550	DESTINATION & DELIVERY	\$1245
50 STATE EMISSIONS	\$0		
			MSRP
TOTAL BASE AND OPTIONS			\$44915
DISCOUNTS			NA
TOTAL			\$44915

ORDERING FIN: QA775 END USER FIN: QA775 PO NUMBER: jordan

INCENTIVES	DISCOUNTS:
Acc. Code ID :10 Contract/Ref# :21-165N Bid Date :210623State : AR	\$-2100.00

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

\$ 41800⁰⁰

Customer Signature _____ Date _____

This order has not been submitted to the order bank.

This is not an invoice.



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Vehicle Description

EXPLORER 2022 4DR AWD POLICE
4-DOOR 3.3L HYBRID ENGINE
 10-SP MODULR HYBRD AUTO TRN

VIN 1FM5K8AW6NN A00222

Exterior
 DARK BLUE
Interior
 EBONY INTERIORCLOTH
 BUCKETS/VINYL REAR SEATS

Standard Equipment **INCLUDED AT NO EXTRA CHARGE**

EXTERIOR

- . 255/60R18 A/S BSW
- . CLASS III HITCH RECEIVER
- . DUAL POWER MIRRORS
- . HEADLAMPS - AUTO, LED
- . HOUSING (W/ LED WIG-WAG)
- . PRIVACY GLASS 2ND/3RD ROW

INTERIOR

- . A/C W/AUTOMATIC CLIMATE
- . BLACK VINYL FLOOR COVERING
- . CLOTH BUCKET FRONT SEATS
- . ENGINE HOUR / IDLE METER
- . PWR DR SEAT/6-WAY/M LUMBAR
- . SEATBACK INTRUSION PLATES
- . WHL W/ 4 CONFIGURABLE
- . UNIVERSAL TOP TRAY
- . AM/FM/MP3/BLUETOOTH & USB
- . ENGINE OIL COOLER
- . FULL-TIME ALL WHEEL DRIVE
- . HEAVY DUTY SUSPENSION
- . INTERIOR TRUNK/LIFTGATE
- . POLICE BRAKES: 4 WHL DISC
- . POWER STEERING W/EPAS
- . TRANSMISSION OIL COOLER

SAFETY/SECURITY

- . ADVANCETRAC WITH RSCA®
- . AIRBAGS - SAFETY CANOPY
- . TIRE PRESSURE MONITOR SYS

WARRANTY

- BUMPER WARRANTY
- CARE EXTENDED SERVICE PLAN

- . 18" H.D.STEEL WHEELS
- POLICE TIRES
- . DUAL EXHAUST SYSTEM
- . FULL SIZE 18" SPARE W/TPMS
- LOW/HIGH INCLUDES FRONT
- . KEY LOCKS (DR/PASS/LFTGT)
- . 35/30/35 SPLIT VINYL REAR
- CONTROL, DUAL ZONE
- . CERTIFIED SPEEDOMETER
- . CONSOLE MOUNTING PLATE
- . HTD SANITIZATION SOLUTION
- . RED/WHITE TASK LIGHTING
- . TILT/TELESCOPING STEERING
- LATCHING SWITCHES

FUNCTIONAL

- . COLUMN MOUNTED SHIFTER
- . FORD TELEMATICS
- SYSTEM
- . HEAVY-DUTY 80-AMP BATTERY
- RELEASE
- W/ ABS & TRACTION CONTROL
- . REAR VIEW CAMERA
- . TRANSMISSION-10-SPEED AUTO
- . 75 MPH REAR-CRASH TESTED
- . AIRBAGS - FRONT AND SIDE
- . SOS POST CRASH ALERT SYS
- . 3 YR/36K MILE BUMPER-TO-
- . 5 YR/100K MILE POWERTRAIN
- (ZERO DEDUCTIBLE)

Price Information **MSRP**
STANDARD VEHICLE PRICE **\$40,980**

Included on this Vehicle
 EQUIPMENT GROUP 500A

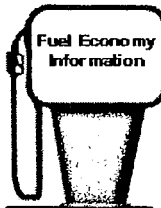
Optional Equipment

- 2022 MODEL YEAR
- DARK BLUE
- EBONY CLOTH FRT/VINYL REAR
- .AM/FM STEREO
- .3.3L HYBRID ENGINE
- .10-SP MODULR HYBRD AUTO TRN
- FORD FLEET SPECIAL
- ADJUSTMENT
- CARGO DOME LAMP -RED/WHITE 50
- GLOBAL LOCK/UNLOCK
- 50 STATE EMISSIONS
- COURTESY LAMP DISABLE 25
- POLICE ENGINE IDLE FEATURE 260
- DRIVER SIDE LED SPOT LAMP 395
- POWER 60
- MIRROR/SPOTTER/HEATED
- KEYLESS ENTRY - 4 FOBs 340
- KEYED ALIKE -KEY CODE B 50
- WIRING 50
- GRILL/LAMP/SIREN/SPKRS
- NOISE SUPPRESSION BOND 100
- STRAPS
- REAR DR HNDL AND LOCKS 75
- INOPR
- REVERSE SENSING SYSTEM 275
- FRONT LICENSE PLATE BRACKET

TOTAL VEHICLE & OPTIONS 42,660
 DESTINATION & DELIVERY 1,245

TOTAL MSRP **\$43,905**

Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".

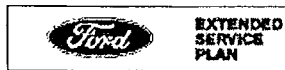


Estimated Annual Fuel Cost: \$

CITY MPG
23
HIGHWAY MPG
24

Vehicle Engine Information

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between _ and _ mpg in the city and between _ and _ mpg on the highway. For Comparison Shopping all vehicles classified as have been issued mileage ratings from _ to _ mpg city and _ to _ mpg highway.



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Print window sticker

Vehicle Description

EXPLORER 2022 4DR AWD POLICE
4-DOOR 3.3L HYBRID ENGINE
10-SP MODULR HYBRD AUTO TRN

VIN 1FM5K8AW9NN A00215

Exterior
 BLUE METALLIC
Interior
 EBONY INTERIORCLOTH
 BUCKETS/VINYL REAR SEATS

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- . 255/60R18 A/S BSW
- . CLASS III HITCH RECEIVER
- . DUAL POWER MIRRORS
- . HEADLAMPS - AUTO, LED
- . HOUSING (W/ LED WIG-WAG)
- . PRIVACY GLASS 2ND/3RD ROW

INTERIOR

- . A/C W/AUTOMATIC CLIMATE
- . BLACK VINYL FLOOR COVERING
- . CLOTH BUCKET FRONT SEATS
- . ENGINE HOUR / IDLE METER
- . PWR DR SEAT/6-WAY/M LUMBAR
- . SEATBACK INTRUSION PLATES
- . WHL W/ 4 CONFIGURABLE
- . UNIVERSAL TOP TRAY
- . AM/FM/MP3/BLUETOOTH & USB
- . ENGINE OIL COOLER
- . FULL-TIME ALL WHEEL DRIVE
- . HEAVY DUTY SUSPENSION
- . INTERIOR TRUNK/LIFTGATE
- . POLICE BRAKES: 4 WHL DISC
- . POWER STEERING W/EPAS
- . TRANSMISSION OIL COOLER

SAFETY/SECURITY

- . ADVANCETRAC WITH RSCA®
- . AIRBAGS - SAFETY CANOPY
- . TIRE PRESSURE MONITOR SYS

WARRANTY

- BUMPER WARRANTY
- CARE EXTENDED SERVICE PLAN

- . 18" H.D.STEEL WHEELS
- POLICE TIRES
- . DUAL EXHAUST SYSTEM
- . FULL SIZE 18" SPARE W/TPMS
- LOW/HIGH INCLUDES FRONT
- . KEY LOCKS (DR/PASS/LFTGT)
- . 35/30/35 SPLIT VINYL REAR CONTROL, DUAL ZONE
- . CERTIFIED SPEEDOMETER
- . CONSOLE MOUNTING PLATE
- . HTD SANITIZATION SOLUTION
- . RED/WHITE TASK LIGHTING
- . TILT/TELESCOPING STEERING LATCHING SWITCHES

FUNCTIONAL

- . COLUMN MOUNTED SHIFTER
- . FORD TELEMATICS SYSTEM
- . HEAVY-DUTY 80-AMP BATTERY RELEASE
- W/ ABS & TRACTION CONTROL
- . REAR VIEW CAMERA
- . TRANSMISSION-10-SPEED AUTO
- . 75 MPH REAR-CRASH TESTED
- . AIRBAGS - FRONT AND SIDE
- . SOS POST CRASH ALERT SYS
- . 3 YR/36K MILE BUMPER-TO-5 YR/100K MILE POWERTRAIN (ZERO DEDUCTIBLE)

Price Information MSRP
STANDARD VEHICLE PRICE \$40,980

Included on this Vehicle
 EQUIPMENT GROUP 500A

Optional Equipment

- 2022 MODEL YEAR
- BLUE METALLIC
- EBONY CLOTH FRT/VINYL REAR
- .AM/FM STEREO
- .3.3L HYBRID ENGINE
- .10-SP MODULR HYBRD AUTO TRN
- HID PLUNG W/R HNDL 160
- INOPERABLE
- FORD FLEET SPECIAL
- ADJUSTMENT
- BADGE DELETE
- 50 STATE EMISSIONS
- POLICE ENGINE IDLE FEATURE 260
- DRIVER AND PASS LED SPOT 620
- LAMP
- KEYLESS ENTRY - 4 FOBS 340
- WIRING 50
- GRILL/LAMP/SIREN/SPKRS
- NOISE SUPPRESSION BOND 100
- STRAPS
- REAR DR HNDL AND LOCKS
- INOPR
- REAR CONSOLE MOUNTING 45
- PLATE
- REAR TAILLAMP HOUSING 60
- REAR VIEW MIRROR W/REAR CAMERA
- FRONT LICENSE PLATE BRACKET

TOTAL VEHICLE & OPTIONS 42,615
 DESTINATION & DELIVERY 1,245

TOTAL MSRP \$43,860

Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".

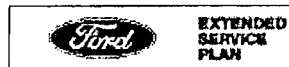


Estimated Annual Fuel Cost: \$

CITY MPG 23
HIGHWAY MPG 24

Vehicle Engine Information

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between _ and _ mpg in the city and between _ and _ mpg on the highway. For Comparison Shopping all vehicles classified as _ have been issued mileage ratings from _ to _ mpg city and _ to _ mpg highway.



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**NON-HYBRID*

Vehicle Description
EXPLORER 2022 4DR AWD POLICE
4-DOOR * 3.0L ECOBOOST V6 ENGINE
10-SPEED AUTO TRANSMISSION

VIN 1FM5K8AC0NG A26809

Exterior
 AGATE BLACK METALLIC
Interior
 EBONY INTERIORCLOTH
 BUCKETS/VINYL REAR SEATS

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- . 255/60R18 A/S BSW
- . CLASS III HITCH RECEIVER
- . DUAL POWER MIRRORS
- . HEADLAMPS - AUTO, LED HOUSING (W/ LED WIG-WAG)
- . PRIVACY GLASS 2ND/3RD ROW

INTERIOR

- . A/C W/AUTOMATIC CLIMATE
- . BLACK VINYL FLOOR COVERING
- . CLOTH BUCKET FRONT SEATS
- . ENGINE HOUR / IDLE METER
- . PWR DR SEAT/6-WAY/M LUMBAR
- . SEATBACK INTRUSION PLATES
- . WHL W/ 4 CONFIGURABLE
- . UNIVERSAL TOP TRAY
- . AM/FM/MP3/BLUETOOTH & USB
- . ENGINE OIL COOLER
- . FULL-TIME ALL WHEEL DRIVE
- . HEAVY DUTY SUSPENSION
- . INTERIOR TRUNK/LIFTGATE
- . POLICE BRAKES: 4 WHL DISC
- . POWER STEERING W/EPAS
- . TRANSMISSION OIL COOLER

SAFETY/SECURITY

- . ADVANCETRAC WITH RSCA®
- . AIRBAGS - SAFETY CANOPY
- . TIRE PRESSURE MONITOR SYS

WARRANTY

BUMPER WARRANTY
 CARE EXTENDED SERVICE PLAN

- . 18" H.D. STEEL WHEELS
- . POLICE TIRES
- . DUAL EXHAUST SYSTEM
- . FULL SIZE 18" SPARE W/TPMS
- LOW/HIGH INCLUDES FRONT
- . KEY LOCKS (DR/PASS/LFTGT)
- . 35/30/35 SPLIT VINYL REAR CONTROL, DUAL ZONE
- . CERTIFIED SPEEDOMETER
- . CONSOLE MOUNTING PLATE
- . HTD SANITIZATION SOLUTION
- . RED/WHITE TASK LIGHTING
- . TILT/TELESCOPING STEERING LATCHING SWITCHES

FUNCTIONAL

- . COLUMN MOUNTED SHIFTER
- . FORD TELEMATICS SYSTEM
- . HEAVY-DUTY 80-AMP BATTERY RELEASE
- W/ ABS & TRACTION CONTROL
- . REAR VIEW CAMERA
- . TRANSMISSION-10-SPEED AUTO
- . 75 MPH REAR-CRASH TESTED
- . AIRBAGS - FRONT AND SIDE
- . SOS POST CRASH ALERT SYS
- . 3 YR/36K MILE BUMPER-TO-
- . 5 YR/100K MILE POWERTRAIN (ZERO DEDUCTIBLE)

Price Information **MSRP**
STANDARD VEHICLE PRICE \$40,980

Included on this Vehicle
 EQUIPMENT GROUP 500A

Optional Equipment

- 2022 MODEL YEAR
- AGATE BLACK METALLIC
- EBONY CLOTH FRT/VINYL REAR .AM/FM STEREO
- 3.0L ECOBOOST V6 ENGINE 815
- 10-SPEED AUTO TRANSMISSION
- FORD FLEET SPECIAL
- ADJUSTMENT
- AUX CLIMATE CONTROL 610
- 50 STATE EMISSIONS
- DRIVER SIDE LED SPOT LAMP 395
- KEYLESS ENTRY - 4 FOBS 340
- WIRING 50
- GRILL/LAMP/SIREN/SPKRS
- OBD-II SPLIT CONNECTOR 55
- REAR TAILLAMP HOUSING 60
- FRONT LICENSE PLATE BRACKET
- Z-TRAIL PRICE CONCESSIONS
- AUX CLIMATE CONTROL
- 3.0L ECOBOOST V6 ENGINE

TOTAL VEHICLE & OPTIONS 43,305
 DESTINATION & DELIVERY 1,245

TOTAL MSRP \$44,550

Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".



CITY MPG
17
HIGHWAY
MPG
22

Estimated Annual Fuel Cost: \$

Vehicle Engine Information

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between _ and _ mpg in the city and between _ and _ mpg on the highway. For Comparison Shopping all vehicles classified as _ have been issued mileage ratings from _ to _ mpg city and _ to _ mpg highway.



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CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance amending Ordinance No. 4-2022 and approving the amendments to the Interlocal Agreement with Miller County for housing Municipal Prisoners at the Miller County Detention Center. (Admin)

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: February 22, 2022

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Administration

PREPARED BY: Heather Soyars, City Clerk

REQUEST: Amending Ordinance No. 4-2022

EMERGENCY CLAUSE: Yes

SUMMARY: Amending Ordinance No. 4-2022, Interlocal Agreement for jail services relating to municipal prisoners at the Miller County Detention Center.

EXPENSE REQUIRED: \$

AMOUNT BUDGETED: \$

APPROPRIATION REQUIRED: None

RECOMMENDED ACTION: The Board of Directors approval of the ordinance for the attached Interlocal Agreement.

EXHIBITS: Ordinance No. 4-2022, Interlocal Agreement, Resolution No. 2020-3

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT WITH MILLER COUNTY FOR THE HOUSING OF MUNICIPAL PRISONERS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, pursuant to authority contained in Ordinance No. 4-2022, the City previously approved an agreement for the housing of municipal prisoners within the Miller County Jail; and

WHEREAS, it is necessary to approve a minor revision to such approved agreement to coincide with the agreement approved by Miller County, Arkansas; and

WHEREAS, the City Manager and staff recommend approval;

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

Section 1: The City Manager is authorized to enter into an agreement with Miller County, Arkansas, to replace and supersede any prior agreement and to provide for the housing of municipal prisoners in the Miller County Jail, all as on the terms and conditions contained in that proposed agreement in form presented herewith and approved hereby.

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

Section 3: This action being necessary for the preservation of the public peace, health and safety (including, without limitation, to promptly update and replace the existing agreement in order to minimize and make most efficient transition from the prior agreement to the agreement approved hereby), 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 22nd day of February, 2022.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney

**INTERLOCAL AGREEMENT BETWEEN THE
COUNTY OF MILLER, ARKANSAS, AND THE CITY
OF TEXARKANA, ARKANSAS; FOR HOUSING
MUNICIPAL PRISONERS OF TEXARKANA,
ARKANSAS, IN THE MILLER COUNTY JAIL**

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

WHEREAS, Miller County, through its Sheriff’s Office, provides county jail facilities for the housing of prisoners; and

WHEREAS, the City of Texarkana, Arkansas, desires to house Municipal Prisoners (as hereinafter defined) in the Miller County Jail (such term, as used herein, shall include the facility commonly known as the Miller County Detention Center and all other prisoner detention facilities operated as a part of county jail system by Miller County, but not including the Miller County Juvenile Detention Center); and

WHEREAS, Miller County, Arkansas, is required by Arkansas Code Annotated Sec. 12-41-503 to house Municipal Prisoners subject to the terms and conditions of Arkansas Code Annotated Sec. 12-41-503, applicable law, and pursuant to this Agreement; and

WHEREAS, pursuant to Arkansas Code Annotated Sec. 12-41-506, Miller County and the City of Texarkana, Arkansas, are authorized to enter into this Interlocal Agreement concerning the costs of housing Municipal Prisoners; and

WHEREAS, on February 3, 2020, the parties entered into an agreement concerning the housing of certain prisoners, all as more specifically set forth therein, and the parties are in agree that it is in the best interest of Miller County and the City that such prior agreement be updated and replaced in its entirety with this Agreement concerning the housing of Municipal Prisoners; and

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

1. Purpose and Security Provided. The purpose of this Agreement is to establish an updated, formal binding relationship between Miller County and the City of Texarkana, Arkansas, for the detention of Municipal Prisoners. Miller County agrees to accept and provide for the secure custody, care, and safe keeping of Municipal Prisoners in accordance with state and local laws, standards, policies, procedures, or court orders applicable to the operations of the Miller County Jail.
2. Municipal Prisoners, Defined. The term “Municipal Prisoners” (or “Municipal Prisoner,”) as the context may require, shall herein mean those offenders who are arrested by Texarkana, Arkansas, law enforcement officers and delivered to the Miller County Jail (or such other point of intake per the direction of Miller County) for incarceration with Miller County in the Miller County Jail, from the point of intake until the earlier to occur of: (a) charging by the prosecuting attorney on a felony offense; (b) sentencing on a misdemeanor offense; or, (c) release on a municipal-ordinance violation.
3. Period of Performance. The initial term of this Agreement will commence upon the Effective Date (hereinafter defined) and continue until the next occurring December 31. Furthermore, absent termination, this Agreement shall automatically renew for successive twelve (12) month periods. Either party may terminate this agreement at any time, for any reason or for no reason, upon not less than ninety (90) days written notice to the other. The parties represent and warrant to the other that the City Manager for the City of Texarkana, Arkansas, (or such interim city manager then appointed by the Board of Directors for the City of Texarkana, Arkansas) and the County Judge for Miller County, Arkansas, are, respectively, vested with the authority to terminate this Agreement in accordance with the terms of this Section 3. Termination shall not relieve either party of any obligation that such party had hereunder or otherwise pursuant to applicable law arising prior to termination.
4. Daily Rate. **INITIAL TERM.** The City of Texarkana, Arkansas, shall pay to Miller County a daily rate during the initial term of this Agreement as follows:

- a. Felony-Classified Municipal Prisoners: Fifty Dollars (\$50.00) per day per-felony—classified Municipal Prisoner(s) housed by the City with Miller County in accordance with this Agreement; or
- b. All Other Municipal Prisoners: Forty-Two Dollars (\$42.00) per day for all Municipal Prisoners that are not Felony-Classified Municipal Prisoners housed by the City with Miller County in accordance with this Agreement.

FELONY-CLASSIFIED MUNICIPAL PRISONER(S). A Felony-Classified Prisoner is a Municipal Prisoner that has been arrested by City law enforcement personnel on a felony-level offense and is being detained within the Miller County Jail on the same. In no event shall a Municipal Prisoner be categorized as and charged the daily rate for a Felony-Classified Municipal Prisoner unless and until the date of arrest of the Municipal Prisoner by the City for a felony-level offense.

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

5. Payment Schedule. Miller County will provide to the City of Texarkana, Arkansas, a roster reflecting the Municipal Prisoner daily count for each calendar month. The roster will contain such information as may be reasonably requested

by the City to confirm the Municipal Prisoner daily count (including, without limitation, Municipal Prisoner identity and, if applicable, categorization as a Felony-Classified Municipal Prisoner) and be delivered to the City by the 10th day of each calendar month. The roster shall be accompanied by a corresponding invoice for the period of time covered by the roster. Following review and reconciliation of the roster and invoice, the City of Texarkana, Arkansas, will remit payment via electronic deposit into the account established and identified by Miller County within thirty (30) days of the reconciled roster / invoice. In the event of a dispute of any charge on the invoice, the City shall not withhold payment for any undisputed portion of the invoice pending resolution of the disputed portion.

6. Priority Placement. Without limiting the obligations under applicable law of a county and/or its sheriff to house or provide priority placement of prisoners of municipalities that are situated within such county, in the event of jail overcrowding or other issues that limit the available detention space, the City of Texarkana, Arkansas, agrees to suspend the detention of additional municipal prisoners at the Miller County Jail until such time as said jail overcrowding issue has been resolved. Miller County reserves the right to determine when the Miller County Jail is at or exceeds the maximum occupancy level. All prisoners booked into the Miller County Jail are subject to all laws, rules, regulations, and policies adopted by and applicable to Miller County in connection with its operation of the Miller County Jail and solely under the supervision of Miller County and its Sheriff in accordance with applicable law.
7. Medical Costs and Fees. No municipal prisoner housed at the Miller County Jail shall be denied access to emergency medical and pain care and Miller County shall provide emergency transportation (subject to reimbursement as herein after contemplated) for such treatment. The Municipal Prisoner shall be the primary obligor and responsible party of all medical costs and treatment provided. As between Miller County and the City, the City shall be responsible for all reasonable outside medical expenses (not including regular care provided by Miller County employees or medical professionals engaged by Miller County to provide regular

on-site care for prisoners incarcerated within the Miller County Jail). Miller County shall provide a monthly invoice to the City for reimbursement of such costs, along with such documentation or authorization to communicate and discuss directly with third-party medical providers as may be reasonably requested by the City to determine the reasonableness and necessity of the professional medical services for which reimbursement is sought.

8. Transportation. The City of Texarkana, Arkansas, shall be responsible for reasonable transportation costs, security and transporting of Municipal Prisoners from the Miller County Jail to Texarkana, Arkansas, District Court sessions and transporting from Texarkana, Arkansas, District Court to Miller County Jail and non-emergency medical visits.
9. Court. Nothing contained in this Agreement shall be deemed to require Miller County to provide courtroom security for Texarkana, Arkansas, District Court.
10. Modification. This Agreement may not be modified or amended absent written agreement, executed by Miller County and the City, in accordance with applicable law.
11. Effective Date. This Agreement shall become effective upon the of date hereof (the “Effective Date”).
12. Municipal Prisoners at the Miller County Jail between January 1, 2022, and the Effective Date. Within thirty (30) days of the Effective Date, Miller County shall provide the City with a statement (count and roster) accompanied by such supporting information as may be reasonably requested by the City, of all Municipal Prisoners detained within the Miller County Jail between January 1, 2022, and the Effective Date, the City, no later than ninety (90) days following the Effective Date (or sixty (60) days following the date of receipt of the statement contemplated in this Section, whichever is the latter to occur) shall pay to Miller County an amount equal to what would have otherwise been paid by the City to Miller County in accordance with the terms of this Agreement had this Agreement

been made effective on January 1, 2022, less amounts for and applicable to such time period that have already been paid by the City to Miller County.

13. Initial Coordination and First Payment. The parties agree to coordinate and work together to establish processes for the exchange and review of information as contemplated herein throughout the term of this Agreement. Furthermore, the parties acknowledge and agree that additional time may be required in order to establish such internal and coordinated processes for the exchange and review of the information contained herein for and relating to the regular accounting of Municipal Prisoners and corresponding amounts due from the City for the same. Accordingly, notwithstanding anything contained herein to the contrary, in no event shall any payment or reimbursement contemplated herein be due or payable on or before the ninety (90) days following the Effective Date.
14. Complete Agreement. This agreement constitutes the entire Agreement between the parties and supersedes any prior agreement, county or city ordinance establishing fees for housing of Municipal Prisoners within the Miller County Jail. This Agreement further constitutes full resolution of all matters concerning the housing or cost of Municipal Prisoners heretofore located at the Miller County Detention Center.
15. Notice. MANNER. Any notice hereunder shall be by certified mail, return receipt requested; reputable overnight delivery company; courier, or hand delivery (including by utilization of law enforcement personnel for such purpose). Either party hereto, by written notice to the other, change its notice address set forth below **TO COUNTY.** Any notice hereunder by the City to the County shall be given by the City Manager (or, in the absence of the same, any “interim” or “acting” city manager) for the City to:

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

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

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

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

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

COUNTY OF MILLER, ARKANSAS

CITY OF TEXARKANA, ARKANSAS

BY: _____
COUNTY JUDGE, Cathy Harrison

BY: _____
CITY MANAGER, Jay Ellington

ATTEST: _____
COUNTY CLERK, Stephanie Harvin

ATTEST: _____
CITY CLERK, Heather Soyars

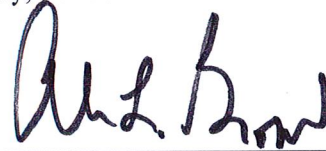
RESOLUTION NO. 2020-3

WHEREAS, the Texarkana Arkansas Police Department recommends that the City enter into an Interlocal Agreement with Miller County for jail services; and

WHEREAS, the City Manager and Staff recommend approval;

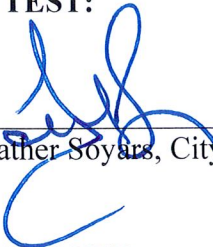
NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is authorized to enter into the Interlocal Agreement attached hereto and made apart hereof, on behalf of the City of Texarkana.

PASSED AND APPROVED this 3rd day of February, 2020.



Allen L. Brown, Mayor

ATTEST:



Heather Soyars, City Clerk

APPROVED:



George Matteson, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF MILLER, ARKANSAS AND THE CITY OF TEXARKANA,
ARKANSAS; FOR HOUSING PRISONERS OF TEXARKANA, ARKANSAS IN THE MILLER
COUNTY DETENTION CENTER**

THIS INTERLOCAL AGREEMENT is entered into this 3rd day of February, 2020, by and between the County of Miller, Arkansas "Miller County" and the City of Texarkana, Arkansas.

WHEREAS, Miller County, through its Sheriff's Office, provides a detention facility for the housing of prisoners; and

WHEREAS, the City of Texarkana, Arkansas desires to house certain prisoners in the Miller County Detention Center; and

WHEREAS, Miller County Arkansas is required by Arkansas Code Annotated Sec. 12-41-503 to house Miller County Prisoners subject to the terms and conditions of Arkansas Code Annotated Sec. 12-41-503 and pursuant to this Agreement; and

WHEREAS, pursuant to Arkansas Code Annotated Sec. 12-41-506, County of Miller, City of Texarkana, Arkansas is authorized to enter into this Interlocal Agreement; and

WHEREAS, the parties agree that a cooperative agreement should be in place for the housing of misdemeanor incarcerants; and

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

1. Purpose and Security Provided. The purpose of this Agreement is to establish a formal binding relationship between Miller County and the City of Texarkana, Arkansas for the detention of persons charged with, or convicted of misdemeanor violations of state or local law or city ordinances at the Miller County Detention Center. Miller County agrees to accept and provide for the secure custody, care and safe keeping of Texarkana, Arkansas prisoners in accordance with state and local laws, standards, policies, procedures or court orders applicable to the operations of the Miller County detention facility.
2. Period of Performance. This Agreement shall be in effect from the date of the execution of the Agreement by all parties and become perpetual from the time of execution. The Miller County Sheriff, Miller County Judge, Texarkana, Arkansas Chief of Police and Texarkana, Arkansas City Manager shall meet in the final quarter of each year to review the contractual rate and elect to continue, modify, or cancel the interlocal agreement.

3. Payment Rate. The City of Texarkana, Arkansas shall be responsible in the amount of \$38.00 per day for each misdemeanor / city ordinance prisoner incarcerated at the Miller County Detention Center regardless of the misdemeanor / city ordinance case disposition. This amount shall be deposited into an account specified by Miller County. The Quorum Court of Miller County understands that any request in change in Payment Rate or interlocal agreement conditions must be documented, reviewed, and agreed to by both parties, otherwise the interlocal agreement will be continued or terminated.
4. Payment Schedule. Miller County will provide to the City of Texarkana, Arkansas a roster reflecting the prisoner count for each calendar month. The roster / invoice will be forwarded to the City of Texarkana, Arkansas by the 5th day of each month, reflecting the total occupancy / charges for the preceding month. Following review and reconciliation of the roster / invoice, the City of Texarkana, Arkansas will remit payment via electronic deposit into the account established and identified by Miller County within 30 days of the reconciled roster / invoice.
5. Priority Placement. In the event of jail overcrowding or other issues that limit the available detention space, the City of Texarkana, Arkansas agrees to suspend the detention of prisoners charged with misdemeanor / city ordinance violations at the Miller County Detention Center until such time as the jail overcrowding issue has been resolved. The Miller County Detention Center reserves the right to determine when the Miller County Detention Center is at or exceeds the maximum occupancy level. All prisoners booked into Miller County are subject to all rules, regulations and policies adopted by Miller County.
6. Medical Costs and Fees. No incarcerant of the Miller County Detention Center shall be denied access to emergency medical and pain care and Miller County shall provide emergency transportation for such treatment. The incarcerant shall be the primary obligor and responsible party of all medical costs and treatment provided. The City of Texarkana, Arkansas shall be responsible for all outside medical expenses incurred while the incarcerant is in custody.
7. Other Incidental Costs / Fee's. The City of Texarkana, Arkansas agrees to be financially responsible for incidental costs associated with any technology or logistical costs associated with the direct booking / billing / reporting of Texarkana, Arkansas misdemeanor prisoners at Miller County that are not otherwise required by Miller County for regular and routine operations.
8. Transportation. The City of Texarkana, Arkansas shall be responsible for transportation cost, security and transporting of prisoners from jail to court sessions and transporting from court to jail and non-emergency medical visits.
9. Court: The City of Texarkana, Arkansas shall provide courtroom security for Texarkana, Arkansas District Court which has primary jurisdiction for all

misdemeanor / city ordinance prisoners charged by the Texarkana, Arkansas Police Department.

10. Modification: The parties to this agreement made under Arkansas Code Annotated Sec. 14-14-910, shall have sole authority to modify the terms of this Interlocal Agreement. .
11. Effective Date: The Sheriff of Miller County may begin housing of the city's incarcerants no later than 30 days after the adoption of this interlocal agreement.
12. Benefit Inured. This Agreement shall not inure to the benefit of entities located outside of Miller County, Arkansas and Miller County shall set the rate for housing any prisoner on behalf of entities located outside of Miller County, Arkansas in the event that Miller County agrees to house any such prisoners.
13. Miscellaneous. This agreement constitutes the entire Agreement between the parties and supersedes any county ordinance establishing fees for housing of misdemeanor / city ordinance prisoners of Texarkana, Arkansas, during the term of this agreement. This Interlocal Agreement shall be approved or ratified by the Quorum Court of Miller County, Arkansas, and the City of Texarkana, Arkansas. Such agreement shall be filed with the County Clerk, and the city clerk of Texarkana, Arkansas. The County Judge shall enter a County Court Order adopting the terms of this Agreement along with the respective ordinances of the parties authorizing or ratifying this interlocal agreement.

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

COUNTY OF MILLER, ARKANSAS

CITY OF TEXARKANA, ARKANSAS

BY: 
COUNTY JUDGE, Cathy Harrison

BY: 
CITY MANAGER, Kenny Haskin

ATTEST:

COUNTY CLERK, Stephanie Harvin


CITY CLERK, Heather Soyars