



## Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

**Agenda - Monday, August 02, 2021 - 6:00 PM**

Call to Order

Roll Call

Invocation and Pledge of Allegiance given by Director Terry Roberts

### **CITIZEN COMMUNICATION**

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

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

### **PRESENTATION(S)**

1. Presentation of the City of Texarkana, Arkansas Employee Service Awards. (CCD)
2. Update on the Nix Creek Drainage Study by Public Works Director Tyler Richards. (PWD)

### **CONSENT**

3. Approval of the minutes of the regular meeting July 19, 2021. (CCD)
4. Adopt a Resolution authorizing the City Manager to enter into a contract for the purchase of chemicals for water and wastewater treatment. (TWU) Executive Director J.D. Phillips

### **REGULAR**

5. Adopt an Ordinance to rezone a tract of land located at 1400 Dudley Avenue from a split zone of C-1 General retail commercial & R-3 Low-density residential to all C-1 General retail commercial in order to add an annex to a childcare facility for after-school care (Torrence). (PWD-Planning) City Planner Mary Beck
6. Adopt an Ordinance to revise the text and boundaries of the Entertainment District. (PWD-Planning) City Planner Mary Beck

**NEXT MEETING DATE: Monday, August 16, 2021**

**ADJOURN**

**2021 City Calendar**

**Gateway Farmer's Market – Every Tuesday, Thursday and Saturday**

**National Night Out - Tuesday, October 5, 2021**



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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

**AGENDA DATE:** August 2, 2021

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

**DEPARTMENT:** City Clerk Department

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

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**REQUEST:** Presentation of employee service awards.

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** Employee Service Awards:

Billy Forrester	TAFD	30 Years
Nicholas Elrod	TAPD	25 Years
Wesley Belk	TWU	10 Years
Mark Billings	TWU	5 Years

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**EXPENSE REQUIRED:** N/A

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**AMOUNT BUDGETED:** N/A

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**APPROPRIATION  
REQUIRED:** N/A

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**RECOMMENDED  
ACTION:** N/A

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**EXHIBITS:** None



NIX CREEK OVERGROWTH CLEARING

SHAKES ENVIRONMENTAL



SEDIMENT DEPOSIT  
NEAR REC CENTER  
APPOXIMATELY 1,500  
SQUARE YARDS





SEDIMENT DEPOSIT –  
PRESTON STREET

APPROXIMATELY 1,400  
SQUARE YARDS



Preston St

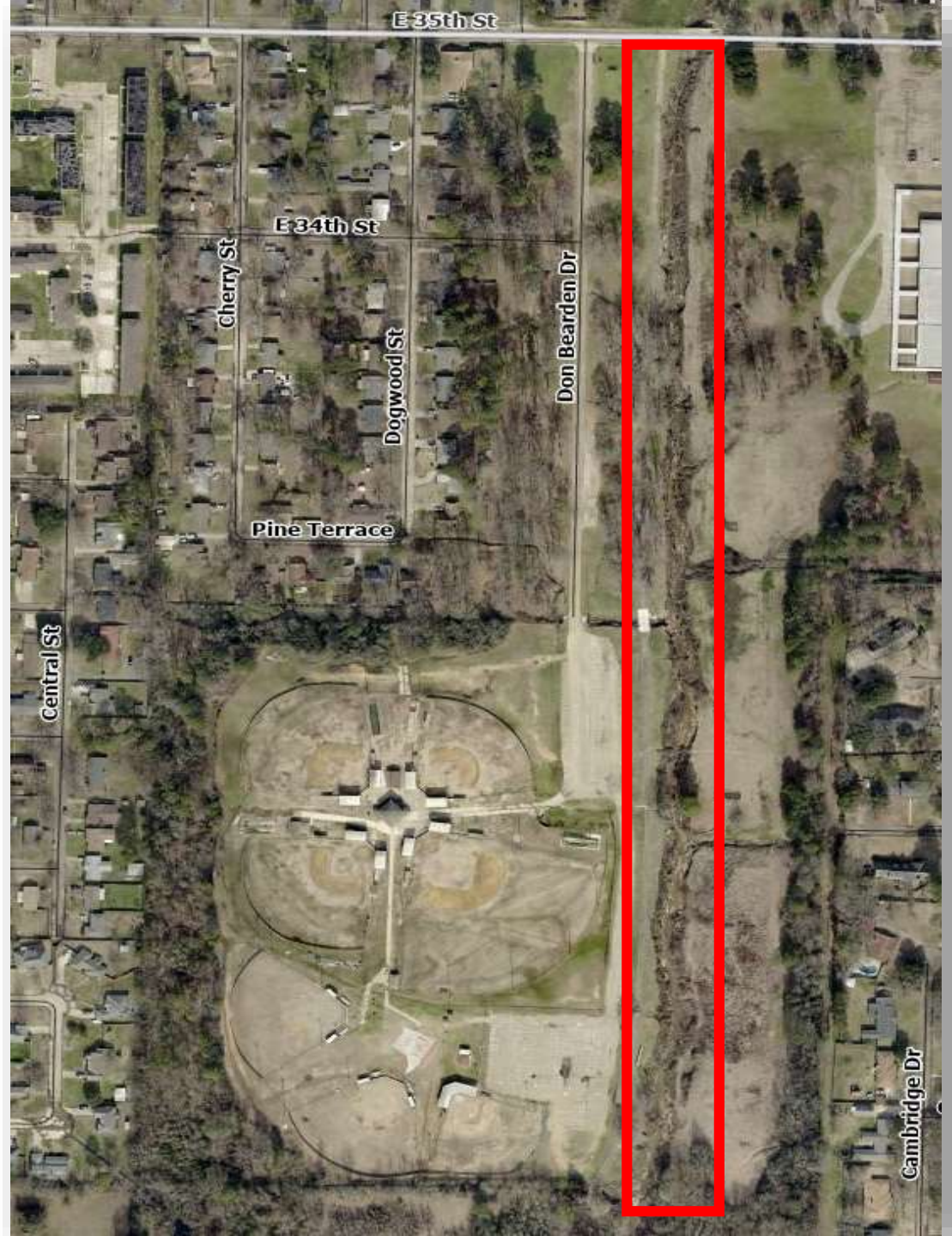




BANK EROSION – ED WORREL PARK

BANK EROSION –  
ED WORREL PARK

5,000 LINEAR FEET OF  
BANK





## CITY OF TEXARKANA, AR BOARD OF DIRECTORS

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<b>AGENDA TITLE:</b>	Approval of the minutes of the regular meeting July 19, 2021. (CCD)
<b>AGENDA DATE:</b>	August 2, 2021
<b>ITEM TYPE:</b>	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Minutes
<b>DEPARTMENT:</b>	City Clerk Department
<b>PREPARED BY:</b>	Heather Soyars, City Clerk

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<b>REQUEST:</b>	Approval of meeting minutes.
<b>EMERGENCY CLAUSE:</b>	N/A

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<b>SUMMARY:</b>	Approval of meeting minutes
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<b>EXPENSE REQUIRED:</b>	N/A
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<b>AMOUNT BUDGETED:</b>	N/A
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<b>APPROPRIATION REQUIRED:</b>	N/A
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<b>RECOMMENDED ACTION:</b>	The City Clerk recommends Board approval.
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<b>EXHIBITS:</b>	Meeting minutes.
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## **Regular Meeting of the Board of Directors**

City of Texarkana, Arkansas

216 Walnut Street

**Minutes - Monday, July 19, 2021 - 6:00 PM**

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

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

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

ABSENT: Ward 5 Director Barbara Miner and Deputy City Clerk Jenny Narens.

The Invocation and Pledge of Allegiance were given by Director Jeff Hart.

### **CONSENT**

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

1. Approval of the minutes of the rescheduled regular meeting July 6, 2021. (CCD)
2. Resolution No. 2021-37 authorized the City Manager to purchase one (1) John Deere 310L T4 Backhoe/Loader (TWU)

**REGULAR** – no items.

### **CITIZEN COMMUNICATION**

- Greg Shumate, 5220 Rocky Creek Road, said he was concerned about some Emergency Sirens being inoperable and the catastrophe it may cause during a disaster.
- J.M. Ramsey, 21 Arnold Drive, spoke about Nix Creek being overgrown and the flooding and sewer problems because of it.
- Richard Ross, 20 Arnold Drive, also spoke about flooding caused by the overgrowth in Nix Creek and said the City had maintained the creek in years past.
- Taras Summers, 22 Arnold Drive, said he was also concerned about flooding caused by the overgrowth of Nix Creek.
- David Peavy, 105 Olive Street, said Nix Creek would continue to flood and the City needed to build retention ponds to handle flood waters.

- Director Harris said he wanted more information concerning the CARES Act funding the City would receive. He also stated that he welcomed public comments and concerns during Citizen Communication. Director Harris also wanted to know if citizen input would be provided for the 5-Year Park Plan.
- Director Jeff Hart said he also had questions concerning the funds approved for the Nix Creek Study.

No one else came forward

## **EXECUTIVE SESSION**

The Board entered Executive Session at 6:26 PM.

Mayor Brown reconvened the meeting at 6:31 PM and the following action was taken:

3. Resolution No. 2021-38 made appointments to various boards and commissions. (CCD)

<b><u>Board/Commission:</u></b>	<b><u>Appointee:</u></b>	<b><u>Term:</u></b>
Advertising & Promotion Commission	Meredith Mills	03/21/2021----2025
Airport Authority	Ray Abernathy	05/14/2021----2024
Board of Adjustment	Boots Thomas Bonnie Auck I. Don Nelson	02/17/2020----2023 02/17/2021----2024 02/17/2021----2024
City Beautiful Commission	Connie Magness	(no set terms)
Civil Service Commission	Pete Cheatham	04/2021----2027
Electric Board of Review	Wade Williams Thomas Thornsberry	03/06/2020----2022 03/06/2021----2023
Heating & Air Conditioning Board of Review	Jeff Castle Thomas Bui Charlie Cook	11/21/2019----2022 11/21/2019----2022 11/21/2020----2023
Library Board	Junie Young Gary Nutter	01/15/2020----2026 01/15/2020----2026
Planning Commission	Boots Thomas Bertha Dunn Adger Smith George Coker Jason Dupree	05/06/2020----2023 05/06/2020----2023 05/06/2021----2024 05/06/2021----2024 05/06/2021----2024
Plumbing Board of Review	Jackie Kirkland Cliff Roberts	11/21/2019----2022 11/21/2019----2022

Motion to approve the resolution made by Director Roberts, Seconded by Assistant Mayor Hollibush.

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

No one came forward.

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

The Mayor declared the resolution adopted by a vote of 6-0.

**NEXT MEETING DATE: Monday, August 2, 2021**

**ADJOURN**

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

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

The meeting adjourned at 6:34 PM.

**APPROVED** this the 2nd day of August 2021.

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Allen L. Brown, Mayor

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Heather Soyars, City Clerk



## CITY OF TEXARKANA, AR BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt a Resolution authorizing the City Manager to enter into a contract for the purchase of chemicals for water and wastewater treatment. (TWU) Executive Director J.D. Phillips

**AGENDA DATE:** August 2, 2021

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

**DEPARTMENT:** Texarkana Water Utilities

**PREPARED BY:** J.D. Phillips, P.E, Executive Director

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**REQUEST:** Resolution authorizing the City Manager to enter into a contract for the purchase of chemicals for water and wastewater treatment.

**EMERGENCY CLAUSE:** None needed.

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**SUMMARY:** Resolution authorizing the City Manager to enter into a contract for the purchase of chemicals for water and wastewater treatment, with budgeted funds, for fiscal year 2021-2022. Bids were advertised, and twenty-four chemical specification packages were requested and mailed to prospective bidders in July. Bids were received and opened at 2:00 PM, July 13, 2021 on the following chemicals required for water and wastewater treatment for FY 2021-2022: Sodium Chlorite, Sulphur Dioxide, HTH (100# containers), Caustic Soda (bulk), Liquid Chlorine, Aluminum Sulfate, Ortho-Polyphosphate, Anhydrous Ammonia, Liquid Polymer for the Water Treatment Plant, and Liquid Polymer for the Waste Water Treatment Plant.

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**EXPENSE REQUIRED:** Not to exceed amount budgeted in FY 2021-2022 budget.

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**AMOUNT BUDGETED:** To be approved in FY 2021-2022 budget.

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**APPROPRIATION  
REQUIRED:** None.

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**RECOMMENDED  
ACTION:** Recommendations are for the low bid price per unit, from the listed vendors as shown on the bid tabulation sheet – ATTH01, in an aggregate amount not to exceed the amount budgeted in the Texarkana Water Utilities, Departments 410, 420, 490, 520, 530 and 540 Operating Fund Budgets for FY 2021-2022.

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**EXHIBITS:** Chemical Bid Tabulation Sheet.

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

**WHEREAS**, Texarkana Water Utilities (TWU) advertised for bids for water and wastewater treatment chemicals and the low bid price per unit is shown on the attached bid tabulation sheet; and

**WHEREAS**, the utility staff recommends acceptance of these bids, provided the aggregate amount does not exceed the amounts approved in the FY2021-2022 budget; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is authorized to enter into contracts for the chemicals and with the suppliers for the corresponding low bids as specifically set forth on the attached tabulation, provided that the aggregate amounts do not exceed the amounts approved in the FY2021-2022 budget.

**PASSED AND APPROVED** this 2<sup>nd</sup> day of August, 2021.

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

**ATTEST:**

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

**APPROVED:**

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



CHEMICAL PURCHASES PROJECTED FOR THE PERIOD OCTOBER 1, 2021 - SEPTEMBER 30, 2022

CHEMICAL	COMPANY	COST FY 2021	BID FY 2022	BIDS RECEIVED
Sodium Chlorite	Evoqua Water Technologies LLC 2650 Tallevast Rd. Sarasota, FL. 34243	\$.4980 cost per pound	\$.5050 cost per pound	2 \$.5060 \$.5050
Sulphur Dioxide	DPC Industries, Inc. P.O. Box 24600 Houston, TX. 77229	\$720.00 cost per ton	\$1065.00 cost per ton	1 \$1065.00
HTH (100# Containers)	Harcros Chemicals, Inc. 5200 Speaker Road Kansas City, KS 66106	\$169.00 cost per 100# tote	\$158.00 cost per 100# tote	1 \$158.00
Caustic Soda (Bulk) Liquid Weight	Harcros Chemicals, Inc. 5200 Speaker Road Kansas City, KS 66106	\$.1350 cost per liquid pound	\$.1450 cost per liquid pound	4 \$.1450 \$.1770 \$.1900 \$.1965
Liquid Chlorine	DPC Industries, Inc. P.O. Box 24600 Houston, TX. 77229	\$627.00 cost per ton	\$1047.00 cost per ton	1 \$1047.00
Aluminum Sulfate	Chemtrade Chemicals US LLC 90 East Halsey Rd. Parissppany, NJ. 07054	\$248.50 cost per dry ton	\$274.50 cost per dry ton	3 \$274.50 \$325.00 \$345.00
Ortho-Polyphosphate Drums	Ecotech Enterprises, Inc 7100 Colonel Maynard Rd. Scott, AR. 72142	\$5.446 cost per gallon	\$6.360 cost per gallon	2 \$6.360 \$9.370
Anhydrous Ammonia	Tanner Industries, Inc. 735 Davisville Rd. Southampton, PA. 18966	\$.810 cost per pound	\$.880 cost per pound	1 \$.880
Liquid Polymer WTP	SNF Polydyne, Inc. 1 Chemical Plant Rd. Riceboro, GA. 31323	\$8.811 cost per gallon	\$9.078 cost per gallon	1 \$9.078
Liquid Polymer WWTP	SNF Polydyne, Inc. 1 Chemical Plant Rd. Riceboro, GA. 31323	\$1.14 cost per pound	\$10.7260 cost per gallon (\$1.286 per pound)	1 \$10.7260



## CITY OF TEXARKANA, AR BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt an Ordinance to rezone a tract of land located at 1400 Dudley Avenue from a split zone of C-1 General retail commercial & R-3 Low-density residential to all C-1 General retail commercial in order to add an annex to a childcare facility for after-school care (Torrence). (PWD-Planning) City Planner Mary Beck

**AGENDA DATE:** 08/02/2021

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

**DEPARTMENT:** Public Works/Planning

**PREPARED BY:** Mary Beck

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**REQUEST:** Adopt an ordinance to rezone a tract of land from a split zone of C-1 General retail commercial & R-3 Low-density residential to all C-1 General retail commercial in order to add an annex to a childcare facility for after-school care.

**EMERGENCY CLAUSE:** None requested

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**SUMMARY:** The Planning Commission recommends rezoning property to reconcile a split zone on property that was under different ownership at the time the zoning was imposed. The owner wishes to expand onto a parcel purchased to expand their business that is required to be a commercial zone and to coincide with the existing zoning of the childcare facility.

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**EXPENSE REQUIRED:** 0

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**AMOUNT BUDGETED:** 0

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**APPROPRIATION  
REQUIRED:** 0

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**RECOMMENDED  
ACTION:** Adopt an ordinance to rezone property from a split zone of C-1 General retail commercial & R-3 Low-density residential to all C-1 General retail commercial.

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**EXHIBITS:** Ordinance, Memo to City Manager, deed and contract for sale, map.

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

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

**WHEREAS**, an application to amend the Land Use Plan was filed with the Planning Commission of the City of Texarkana, Arkansas, requesting that the following land be rezoned property from a split C-1 General retail commercial zone to R-3 Low density residential zone to all C-1 General retail commercial:

The property is legally described as Lots Numbered One (1), Two (2), Three (3), and Four (4) in Block Numbered Two (2) in BOURRICANDS ADDITION, to the City of Texarkana, Miller County, Arkansas, according to the map or plat thereof recorded in Volume "M", Page 148 of the Deed Records of Miller County, Arkansas.

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

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

Ordinance No K-286, as amended, is hereby amended to rezone the above-described property in the City of Texarkana, Arkansas, from a split C-1 General retail commercial & R-3 Low density residential to all C-1 General retail commercial. This is solely a rezoning and no other action, conveyance, or release of interest.

**PASSED AND APPROVED** this 2<sup>nd</sup> day of August, 2021.

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Allen L. Brown, Mayor

**ATTEST:**

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Heather Soyars, City Clerk

**APPROVED:**

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George Matteson, City Attorney



## CITY OF TEXARKANA ARKANSAS

### DEPARTMENT OF PUBLIC WORKS

216 WALNUT ST 71854-6024

P O BOX 2711 TEXARKANA ARKANSAS 75504-2711

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

## MEMORANDUM

**TO:** Jay Ellington, City Manager

**FROM:** Mary L. Beck, City Planner

**DATE:** July 15, 2021

**SUBJECT:** Board of Directors Agenda item for 08-02-2021 – **Rezoning** – Request by Shardell Torrence, Agent Darlene Stiner, 1400 Dudley Street, Texarkana, AR 71854-6332, to rezone a parcel of land in order to reconcile a split-zone of C-1 General retail commercial zone & R-3 Low-density residential zone to all C-1 General retail commercial zoning. The property was not under the same ownership at the time of the current zoning initiation.

### LEGAL DESCRIPTION:

The property is legally described as All Lots 1-4, Block 2, BOURRICANDS 1<sup>ST</sup> ADDITION, Texarkana, Miller County, Arkansas, and is located at 1400 Dudley. It contains 0.63 acres more or less.

**REASON FOR REQUEST:** No platting of the property or desired expansion of the existing facilities is allowed until the split zone is reconciled.

### EXISTING LAND USES:

Site: Little Angel's Playland Daycare  
North: Kevin B. Sedden's D.D.S., & Assoc. Dental office  
East: Residential  
South: Residential  
West: College Hill Pharmacy Shopping center

### EXISTING ZONING:

Site: C-1 General retail commercial and R-3 Low-density residential  
North: O-1 Office quiet commercial  
East: R-3 Low-density residential  
South: R-3 Low-density residential  
West: C-1 General retail commercial

## **COMPATIBILITY WITH EXISTING ZONING:**

The long-term comprehensive plan shows this area as commercial adjacent to single-family residential. The requested zoning is not in conflict with this projection. The surrounding zoning has both similar commercial zoning and R-3 Low-density zoning, that allows for both single-family detached and single family attached (duplex) housing types as well as an O-1 Quiet commercial zone that works well with commercial and residential zoning. This property has been reviewed for suitability of current development for the location and does not pose any known adverse impact to the area.

## **UTILITIES & TRANSPORTATION NETWORK:**

Local : Martha Street

Collector: Dudley Street

Arterial: None

Water: 6" located in Martha Street  
6" located in Dudley Street

Sewer: 6" located in Martha Street

Fire hydrant: Located approximately 260' away at the corner of Martha & Arthur Streets.

## **CONFORMANCE WITH APPLICABLE ORDINANCES AND/OR STATE STATUTES:**

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

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

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

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

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

(4) The legislative body of the city may return the plans and recommended ordinances and regulations to the commission for further study or rectification, or, by a majority vote of the entire membership, may, by ordinance or resolution, adopt the plans and recommended ordinances or regulations submitted by the commission. However, noting in this subchapter shall be construed to limit the city board's authority to recall the ordinances and resolutions by a vote of a majority of the council.

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

The required notice was published in the Sunday, June 20, 2021 edition of the *Texarkana Gazette*. The City notified twenty-four (24) adjacent property owners by regular postal mail within three hundred feet (300') as required by the *Texarkana, Arkansas Code of Ordinances*.

**OPPOSITION:**

None received to date.

**PLANNING COMMISSION CERTIFICATION:**

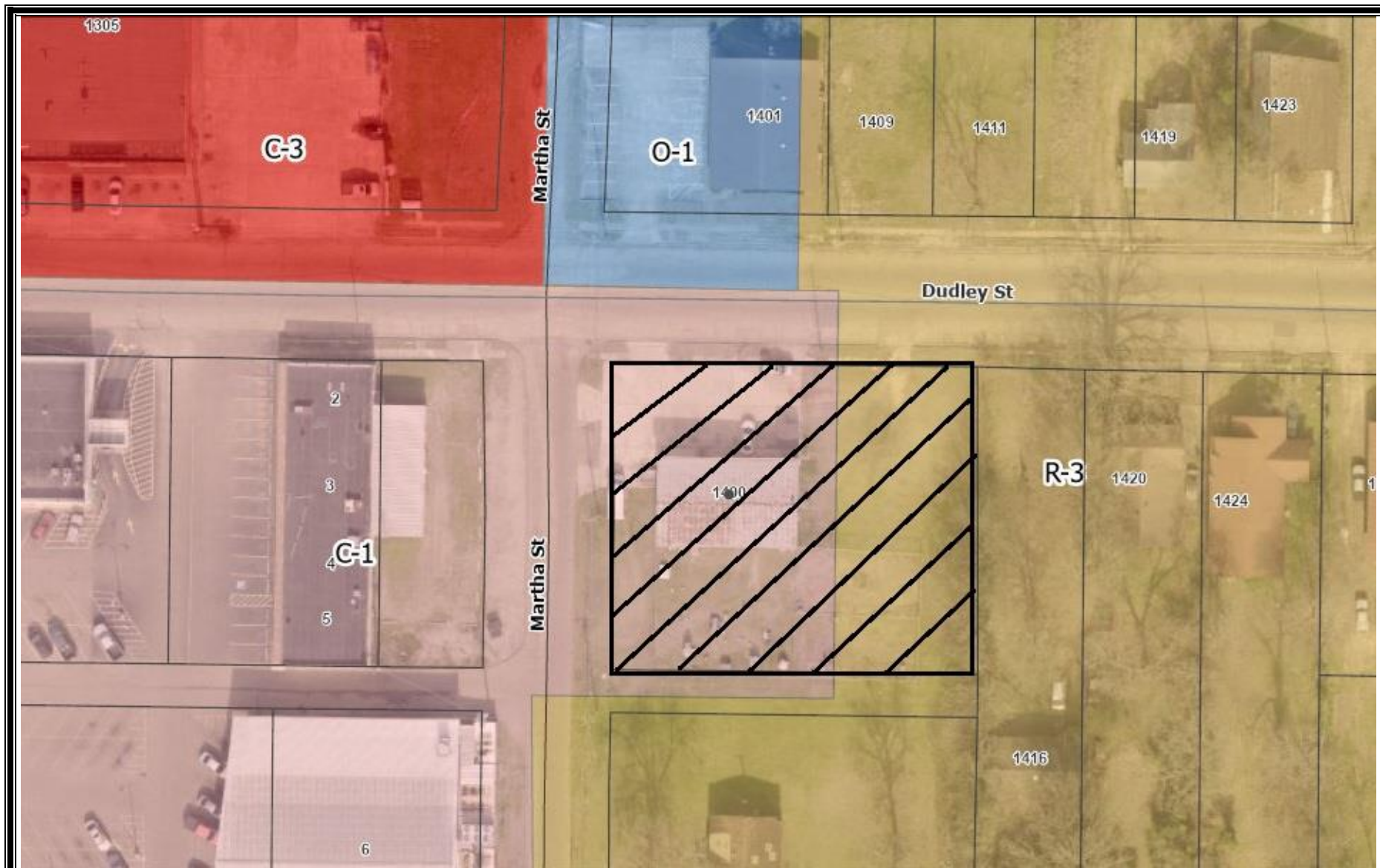
The Planning Commission met on June 13, 2021 and on a motion by Mr. George Coker, seconded by Ms. Bertha Dunn, recommended approval and by a roll call vote carried the motion to certify a recommendation for approval of the rezoning 5-0 with no opposition and two absent:

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

**ACTION REQUESTED BY CITY BOARD OF DIRECTORS:**

The City Board is requested to adopt an ordinance to rezone the property from a split zone to a C-1 General retail commercial zone.

The *Arkansas Code of 1987 Annotated* requires every ordinance to be read three times before adoption. These three readings may all occur at the same meeting or at the second and third subsequent meetings after the first reading of the ordinance.



Rezoning request (C-1 & R-3) to C-1  
Prepared by the Planning Division for reference only



## CONTRACT FOR SALE

**THIS CONTRACT** is made and entered into by and between **Donald Anderson and wife, Linda Anderson**, hereinafter referred to as Sellers, and **Shardell Dewitney Torrence**, hereinafter referred to as Buyer.

**WITNESSETH:** That the Sellers have agreed and do hereby agree to sell to the Buyer, and the Buyer has agreed and does hereby agree to purchase from the Sellers, upon the terms and conditions hereinafter set out, the real property and all improvements located thereon to wit:

Lots numbered One (1), Two (2), Three (3), and Four (4) in Block Numbered Two (2) in BOURRICANDS ADDITION, to the City of Texarkana, Miller County, Arkansas, according to the map or plat thereof recorded in Volume "M", Page 148 of the Deed Records of Miller County, Arkansas.

**CONSIDERATION:** At and for consideration of \$80,000.00, of which a down payment of \$10,000.00 shall be paid by paying \$8,000.00 upon execution of this Contract, the remaining \$2,000.00 to be paid by January 15, 2018, and the balance of \$70,000.00 to be paid by the Buyer to the Sellers plus interest at the rate of eight percent (8%) per annum on the principal sum as follows: Monthly payments of \$989.57 are due and payable on the first day of each month, beginning September 1, 2017, and continuing each month thereafter, for a total of ninety-six (96) months, with the remaining balance, if any, due at the end of the ninety-six (96) months. Said payments shall be remitted to Sellers at 102 West Seventh Street in Texarkana, Texas.

The Sellers shall surrender possession of said property to the Buyer upon the receipt of the initial payment of eight thousand dollars.

Buyer shall timely pay all property taxes assessed against the property pro rata and maintain adequate casualty insurance approved by Sellers beginning on the date of execution of this Contract for Sale until the balance of the consideration due pursuant to this Contract is fully paid.

Buyer shall maintain the property in good condition and shall timely make any and all repairs necessary to preserve its value and marketability.

In the event of Buyer's default for sixty days in any obligation herein, Buyer shall peacefully surrender the property to Sellers upon demand by Sellers.

Sellers shall hold the title to said property until such time as Buyer has paid this indebtedness in full, at which time Sellers shall deliver to Buyer a general warranty deed conveying said property.

Donald R. Anderson  
DONALD R. ANDERSON, Seller

Aug. 17, 2017  
DATE

Linda Anderson  
LINDA ANDERSON, Seller

Aug. 17, 2017  
DATE

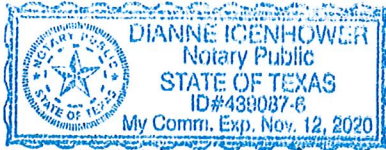
Shardell Torrence  
SHARDELL DEWITNEY TORRENCE, Buyer

8-17-17  
DATE

**ACKNOWLEDGMENT**

STATE OF TEXAS }  
COUNTY OF BOWIE }

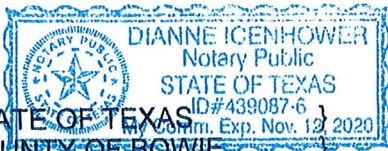
This instrument was acknowledged before me on the 17 day of August, 2017, by Donald R. Anderson.



Dianne Icenhower  
Notary Public, State of Texas

STATE OF TEXAS }  
COUNTY OF BOWIE }

This instrument was acknowledged before me on the 17 day of August, 2017, by Linda Anderson.



Dianne Icenhower  
Notary Public, State of Texas

STATE OF TEXAS }  
COUNTY OF BOWIE }

This instrument was acknowledged before me on the 17 day of August, 2017, by Shardell Dewitney Torrence.



Dianne Icenhower  
Notary Public, State of Texas

Prepared By  
Friedman Law Office  
200 W. Broad Street  
Texarkana, Texas 75501



REDEMPTION DEED NO. 181199-003 2154

MARK WILCOX  
COMMISSIONER OF STATE LANDS  
STATE OF ARKANSAS

Recorded in the Above  
Deed Book & Page  
04-29-2003 03:17:14 PM  
Judy Lansley-Circuit Clerk  
Miller County, AR

Issued under the provisions of Act 151 of 1891, Act 626 of 1983 and Act 814 of 1987

THE STATE OF ARKANSAS:

To All Whom these Presents Shall Come— GREETINGS:

KNOW YE THAT, WHEREAS: The following described lands situated in the County of Miller in the State of Arkansas, to Wit:

Description: ALL OF LOTS 1-4 BLOCK 2

Acres: 0

Addition: BOURICANDS

Parcel Number: 155-008-0-0

Year Forfeited: 27-3 2000

Receipt #: 153785

were certified to the Commissioner of State Lands, by the County Collector for the non-payment of taxes for the years hereinbelow set forth; and that the taxes, penalties, interest and cost outline below have been paid to the Commissioner of State Lands;

AND WHEREAS DONALD & LINDA K. ANDERSON  
102 W. 7th ST.  
TEXARKANA, AR 75501

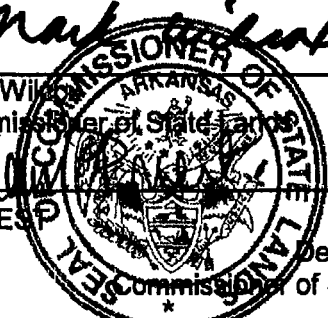
claiming to be the owner(s) of said real property, filed a petition to redeem duly verified according to the law, showing such ownership.

NOW THEREFORE, I, MARK WILCOX, Commissioner of State Lands within the State of Arkansas, for and in consideration of \$1,707.80 so paid and by virtue of the authority in me vested by law, do hereby release and quitclaim unto the said DONALD & LINDA K. ANDERSON and their heirs and assigns forever all right, title and interest the State of Arkansas acquired under any forfeiture, sale or condemnation for taxes.

WITNESS MY HAND AND OFFICIAL SEAL April 23, 2003

Taxes	2000 - 2001	\$1,389.00
Imp. Tax Due		\$0.00
Interest		\$134.90
Penalty		\$138.90
County Costs		\$4.00
Recording Fee		\$11.00
Deed Fee		\$5.00
Commissioner Fee		\$25.00
Municipal Lien		\$0.00
<b>Total Paid:</b>		<b>\$1,707.80</b>

*Mark Wilcox*  
 Mark Wilcox  
 Commissioner of State Lands  
 APRIES  
 Deputy  
 Commissioner of State Lands



Miller County, AR  
I certify this instrument was filed on  
04-29-2003 03:17:14 PM  
and recorded in Deed Book  
2003 at Pages 2154 - 2154  
Judy Lansley-Circuit Clerk

*JL*

Deed  
Mail to: DONALD & LINDA K. ANDERSON  
102 W. 7th ST.  
  
TEXARKANA, AR 75501





# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt an Ordinance to revise the text and boundaries of the Entertainment District. (PWD-Planning) City Planner Mary Beck

**AGENDA DATE:** 08/02/2021

**ITEM TYPE:** Ordinance  Resolution  Other 

**DEPARTMENT:** Public Works/Planning

**PREPARED BY:** Mary Beck

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**REQUEST:** Adopt an ordinance to revise the text and boundaries of the entertainment district.

**EMERGENCY CLAUSE:** None requested

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**SUMMARY:** The Planning Commission recommends adopting the text edits and boundary edits to the entertainment district. Review of the district boundaries and cultural practices in the entertainment district found no adverse effects to this point in time have occurred by instituting the district. Recommendations to clarify boundaries on East Third Street and State Line Avenue came about by citizen requests. The commission also supports the addition of leased property of Union Pacific Railroad on the south side of Front Street bounded by the chain link fence as it has often been part of festivals and lends itself to events downtown.

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**EXPENSE REQUIRED:** 0

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**AMOUNT BUDGETED:** 0

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**APPROPRIATION REQUIRED:** 0

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**RECOMMENDED ACTION:** Adopt an ordinance to clarify and add to the boundaries of the entertainment district.

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**EXHIBITS:** Ordinance, Memo to City Manager, recommended text, email by police chief and fire chief, map.

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

## **AN ORDINANCE AMENDING SECTION 28-142 OF THE *CITY OF TEXARKANA, ARKANSAS,* *CODE OF ORDINANCES,* AND FOR OTHER PURPOSES**

**WHEREAS**, the Planning Commission, after public hearing, approved a clarification of and modification to the boundary lines of the entertainment district described in Section 28-142 of the Code of Ordinances for the City of Texarkana, and, further, recommended that the Board of Directors of the City of Texarkana, adopt the ordinance affecting said modification;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Directors of the City of Texarkana, Arkansas, that the second paragraph of Section 28-142 of the *City of Texarkana, Arkansas, Code of Ordinances*, is hereby deleted and the following substituted therefor:

The boundaries of the district shown on the attached map range from Stateline Avenue at 5<sup>th</sup> Street, west along the center of 5<sup>th</sup> Street to Walnut Street, then, south on Walnut Street to 3<sup>rd</sup> Street, then east along 3<sup>rd</sup> Street at the building line on the north side of 3<sup>rd</sup> Street, to Laurel Street; and, from there south on Laurel Street to Broad Street, along the center of Broad Street west to Hazel Street, then turning south at the center of Hazel Street (Hazel Street curves and merges into Front Street), to the south and east until parallel to the beginning of the property currently leased by the City owned by Union Pacific Railroad Company with a chain link fence for boundary, east to said fence, continuing along the fence south and west to include all of said property currently leased by the City from Union Pacific Railroad Company, then slightly north to the center of Front Street, then west on Front Street to Pine Street, then north along the east side of Pine Street merging on the north side of Broad Street into the center of State Line Avenue, then to the north, along the centerline of N. State Line Avenue to the point of beginning at 5<sup>th</sup> Street. (boundary map attached; any areas herein described lying south of Broad Street shall not be excluded nor deemed excluded from this district as a result of the termination, expiration or modification of any lease (now or hereafter existing) of the same by the City, nor sale, assignment or other conveyance of the property by Union Pacific Railroad Company, its successors or assigns)

**PASSED AND APPROVED** this 2<sup>nd</sup> day of August, 2021.

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Allen L. Brown, Mayor

**ATTEST:**

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Heather Soyars, City Clerk

**APPROVED:**

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George Matteson, City Attorney

**Article XI, Sec. 28-142**

The boundaries of the district shown on the attached map range from Stateline Avenue at 5<sup>th</sup> Street, west along the center of 5<sup>th</sup> Street to Walnut Street, then, south on Walnut Street to 3<sup>rd</sup> Street, then east along 3<sup>rd</sup> Street at the building line on the north side of 3<sup>rd</sup> Street, to Laurel Street; and, from there south on Laurel Street to Broad Street, along the center of Broad Street west to Hazel Street, then turning south at the center of Hazel Street (Hazel Street curves and merges into Front Street), to the south and east until parallel to the beginning of the ~~leased~~ property currently leased by the City owned by Union Pacific Railroad Company with a chain link fence for boundary, east to said fence, continuing along the fence south and west to include all ~~of said the leased~~ property currently leased by the City from Union Pacific Railroad Company, then slightly north to the center of Front Street, then west on Front Street to Pine Street, then north along the east side of Pine Street merging on the north side of Broad Street into the center of State Line Avenue, then to the north, along the centerline of N. State Line Avenue to the point of beginning at 5<sup>th</sup> Street. (boundary map attached; any areas herein described lying south of Broad Street shall not be excluded nor deemed excluded from this district as a result of the termination, expiration or modification of any lease (now or hereafter existing) of the same by the City, nor sale, assignment or other conveyance of the property by Union Pacific Railroad Company, its successors or assigns)

**Article XI, Sec. 28-142**

The boundaries of the district shown on the attached map range from Stateline Avenue at 5<sup>th</sup> Street, west along the center of 5<sup>th</sup> Street to Walnut Street, then, south on Walnut Street to 3<sup>rd</sup> Street, then east along 3<sup>rd</sup> Street at the building line on the north side of 3<sup>rd</sup> Street, to Laurel Street; and, from there south on Laurel Street to Broad Street, along the center of Broad Street west to Hazel Street, then turning south at the center of Hazel Street (Hazel Street curves and merges into Front Street), to the south and east until parallel to the beginning of the leased property owned by Union Pacific with a chain link fence for boundary, east to said fence, continuing along the fence south and west to include all the leased property, then slightly north to the center of Front Street, then west on Front Street to Pine Street, then north along the east side of Pine Street merging on the north side of Broad Street into the center of State Line Avenue, then to the north, along the centerline of N. State Line Avenue to the point of beginning at 5<sup>th</sup> Street. (boundary map attached)



**EXHIBIT B  
TO  
LONG TERM INDUSTRIAL LEASE (UNIMPROVED)**

Section 1.     IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2.     RESERVATIONS, TITLE AND PRIOR RIGHTS.

A.     Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B.     Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C.     Lessee acknowledges that Lessor makes no representations or warranties, express or implied, concerning the title to the Premises, and that the rights granted to Lessee under this Lease do not extend beyond such right, title or interest as Lessor may have in and to the Premises. Without limitation of the foregoing, this Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew any such outstanding rights granted by Lessor or Lessor's predecessors.

D.     Without limitation of Subparagraphs B. and C. above, Lessee shall not interfere in any manner with the use or operation of any signboards now or hereafter placed on the Premises or with any property uses in connection with such signboards (such as, by way of example and not in limitation, roadways providing access to such signboards). In no event may Lessee construct on the Premises any improvements that interfere in any manner with the visibility or operation of any signboards now or hereafter on the Premises or on property in proximity to the Premises.

Section 3.     PAYMENT OF RENT.

Rent (which includes the fixed advance rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

Section 4.     TAXES AND ASSESSMENTS.

Lessee shall pay, prior to delinquency, all Property Taxes on the Premises and on all personal property and improvements on the Premises not belonging to Lessor. Lessee shall reimburse Lessor within thirty (30) days of rendition of Lessor's bill for any Property Taxes paid by Lessor, whether

paid separately, as a part of the levy on other real property of Lessor, or as a part of the central or unit assessment of Lessor's property. For purposes of this Lease, "Property Taxes" means all governmental charges and levies (including, without limitation, real estate and personal property taxes, special assessments and other charges for public improvements or services, and impact fees, but not including income taxes) as may during the term of this Lease be levied upon, assessed against or imposed upon, or become due and payable with respect to, the Premises or the rents payable under this Lease.

Section 5. WATER RIGHTS.

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

Section 6. CARE AND USE OF PREMISES.

A. Lessee shall keep the Premises in a safe, neat, clean and presentable condition and shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard.

B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

C. If any improvement on the Premises other than the Lessor improvements is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.

D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises and this Lease, including, without limitation, any requirements for subdividing or platting the Premises.

Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use, if lawful, small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any of the foregoing exceptions to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Lessor reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D)

radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under any existing or future federal, state or local law.

Section 8. UTILITIES.

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

Section 9. LIENS.

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

Section 11. AS-IS.

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

Section 12. RELEASE AND INDEMNITY.

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified

Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of this Lease by Lessee.

B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss determined by final order of a court of competent jurisdiction to have been caused by the sole active direct negligence of any Indemnified Party.

C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

#### Section 13. TERMINATION.

A. Lessor may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.

B. Lessee acknowledges that Lessor's possible future needs for the Premises in connection with Lessor's transportation operations are paramount. Accordingly, if at any time Lessor, in its sole and absolute discretion, determines that the Premises or any portion thereof are necessary or desirable for use in connection with Lessor's transportation operations, or that Lessee's use of the Premises should be terminated due to safety considerations associated with Lessor's transportation operations, Lessor may terminate this Lease upon thirty (30) days notice to Lessee or, in emergency situations, upon such shorter notice as is reasonable in the circumstances.

C. After payment of the advance fixed rent to Lessor, Lessee may terminate this Lease without cause upon thirty (30) days notice to Lessor.

#### Section 14. LESSOR'S REMEDIES.

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 A) above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, and restored the surface to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration within thirty (30) days after termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

Section 16. FIBER OPTICS.

Lessee shall telephone Lessor during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Fridays, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried on the Premises. Lessor may change the telephone number and hours of operation by giving Lessee notice of the change. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

Section 17. NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, sent by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Union Pacific Railroad Company, Attn: General Manager - Real Estate, Real Estate Department, 1400 Douglas Street, Stop 1690, Omaha, Nebraska 68179; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are personally served or sent by courier service shall be deemed served upon receipt.

Section 18. ASSIGNMENT.

A. Lessee may sublease the Premises or assign this Lease, by operation of law or otherwise, only if Lessee provides Lessor with advance notice of the assignment or sublease and the subtenant's or assignee's written agreement for the benefit of Lessor to be bound by the terms of this Lease. No subletting or assignment shall relieve Lessee of its obligations under this Lease. Any assignment or sublease by Lessee in violation of this Paragraph A shall be void and ineffective and shall, at the option of Lessor, result in an immediate termination of this Lease.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 19. CONDEMNATION.

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

Section 20. ATTORNEY'S FEES.

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

Section 21. RIGHTS AND OBLIGATIONS OF LESSOR.

If any of the rights and obligations of Lessor under this Lease are substantially and negatively affected by any changes in the laws applicable to this Lease, whether statutory, regulatory or under federal or state judicial precedent, then Lessor may require Lessee to enter into an amendment to this Lease to eliminate the negative effect on Lessor's rights and obligations to the extent reasonably possible.

Section 22. ENTIRE AGREEMENT.

This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, including, without limitation, Lease Audit No. \_\_\_\_\_ and any other lease under which all or any portion of the Premises was leased to Lessee. Notwithstanding the prior sentence, Lessee shall retain any and all obligations and liabilities which may have accrued under any other such agreements prior to the commencement of the term of this Lease. This Lease may be amended only by a written instrument signed by Lessor and Lessee.

**RESOLUTION NO. 5787**

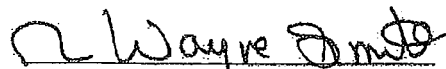
**WHEREAS**, in connection with the Railfest event sponsored by the City, the City desires to lease a strip of land adjacent to Front Street from the Union Pacific Railroad; and

**WHEREAS**, the strip of land to be leased contains a freight dock which the City intends to use as a stage for live entertainment; and


**WHEREAS**, the Union Pacific Railroad is willing to lease to the City the strip of land in question for twenty years with an annual rental payment of \$500.00 and the City's agreement, at the City's expense, to erect and maintain a fence along the southern edge of the strip of land to keep people from walking onto the railroad tracks located south of the fence;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager be and he is hereby authorized to enter into the lease agreement described above.

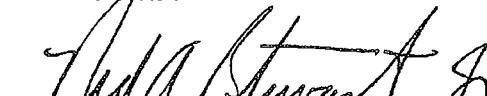
**PASSED AND APPROVED** this 16<sup>th</sup> day of May, 2011.

  
N. Wayne Smith, Mayor

**ATTEST:**

  
Patti Scott Grey, City Clerk

**APPROVED:**

  
City Attorney





May 31, 2011  
Folder: 02652-68

HAROLD BOLDT  
CITY OF TEXARKANA  
216 WALNUT STREET  
TEXARKANA AR 71854

**RE: Lease Covering Use of Railroad Property at Texarkana, Arkansas**

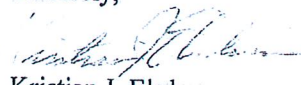
Dear Mr. Boldt:

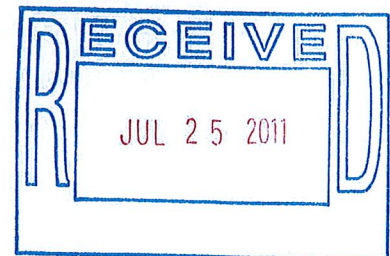
Attached for your permanent record is a fully executed original of the above-referenced Lease.

The Railroad Company has authorized the installation of fiber optic cable facilities on its property in certain areas. **Prior to digging on the Railroad's property you must contact the Railroad Company at 1-800-336-9193 to determine if this property contains fiber optic cable.** In any event, you should thoroughly review the terms and conditions of this Lease.

In compliance with the Internal Revenue Service's policy regarding Form 1099, please be advised that 94-6001323 is Union Pacific Railroad Company's Federal Taxpayer Identification Number and we are doing business as a corporation.

Sincerely,

  
Kristian J. Ehrhorn  
Manager - Real Estate  
(402) 544-8567



LEASE OF PROPERTY

(LONG TERM INDUSTRIAL LEASE – UNIMPROVED)

THIS LEASE ("Lease") is entered into on 5-17, 2011, between UNION PACIFIC RAILROAD COMPANY ("Lessor") and CITY OF TEXARKANA, an Arkansas municipal corporation, whose address is 216 Walnut Street, Texarkana, Arkansas 71854 ("Lessee").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

**Article 1.      PREMISES; USE.**

Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises") at Texarkana Arkansas, shown on the print dated January 25, 2011, marked **Exhibit A**, hereto attached and made a part hereof, subject to the provisions of this Lease and of **Exhibit B** attached hereto and made a part hereof. The Premises may be used for 1) beautification and fencing and purposes incidental thereto, and 2) use of an existing lessor-owned freight dock for use as a stage for periodic festivals, only, and for no other purpose.

**Article 2.      TERM.**

The term of this Lease is for **20 years** beginning on **April 15, 2011**, and expiring on **April 14, 2031**, unless sooner terminated as provided in this Lease.

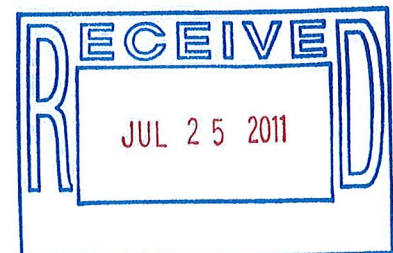
**Article 3.      RENT.**

A.      Lessee shall pay to Lessor, in advance, fixed rent of Five Hundred and N0/100 Dollars (\$500.00) annually throughout the term of the Lease.

B.      If Lessor terminates this Lease for any reason other than Lessee's default, or if this Lease is terminated under Section 19 of **Exhibit B**, then Lessor shall refund to Lessee the portion of the advance fixed rent attributable to the period between the termination date and the end of the fixed rent billing period. The refund shall be calculated on a pro rata basis using a 360-day year. No refund of advance fixed rent shall be made except as specifically provided in this Article III.B.

**Article 4.      SPECIAL PROVISION – FENCE/BARRICADE.**

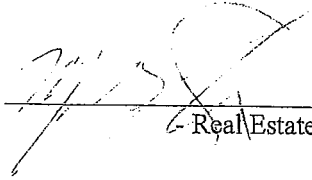
Lessee, at Lessee's sole cost and expense, shall construct and maintain, at all times during the term of this Lease, a fence/barricade of a design satisfactory to Lessor, in the location shown on the attached Exhibit A.

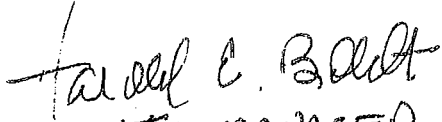


IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

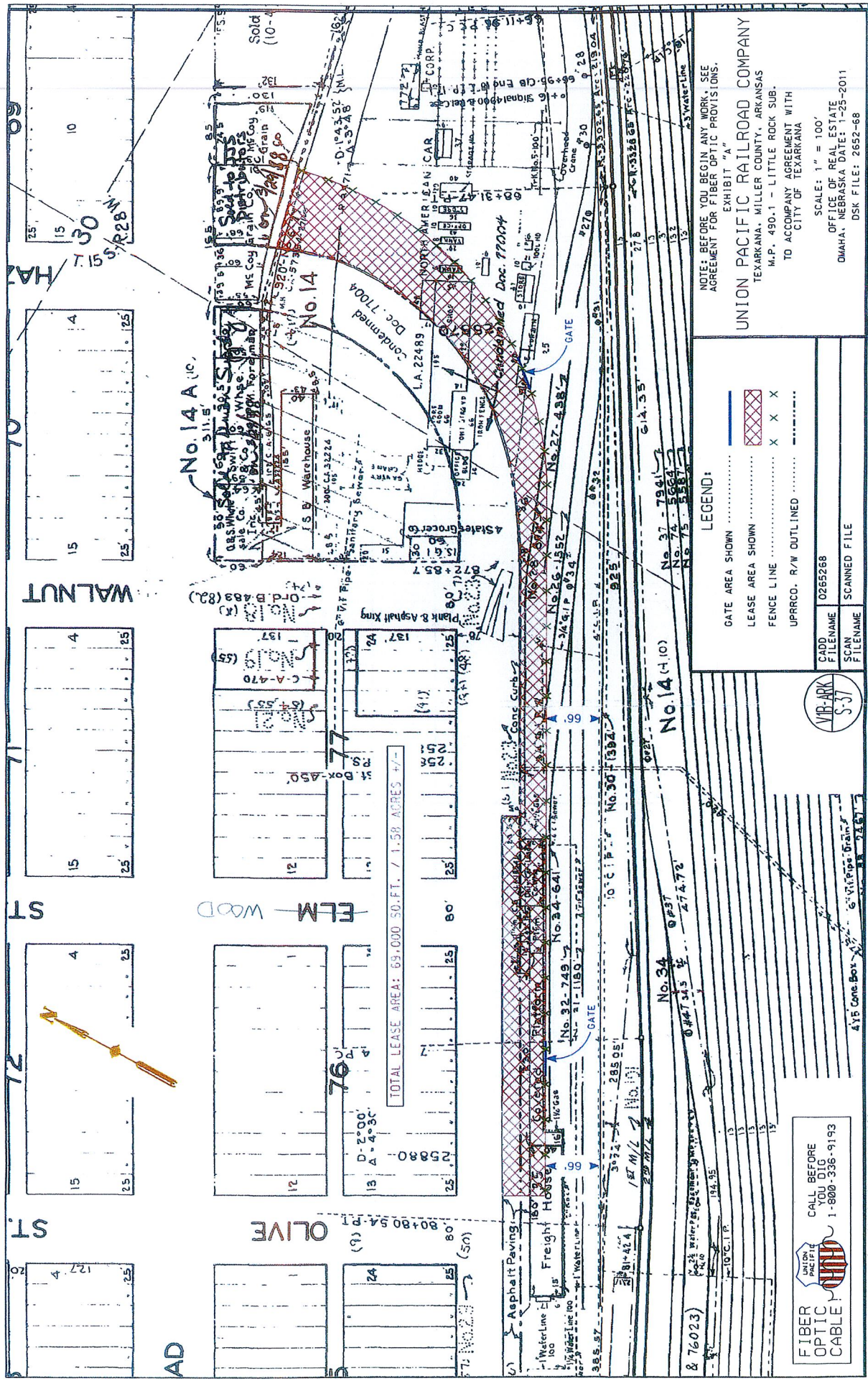
Lessor:  
UNION PACIFIC RAILROAD COMPANY

Lessee:  
CITY OF TEXARKANA

By:   
Real Estate

By:   
Title: CITY MANAGER  
MAY 17-2011

NOTE:



NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS, EXHIBIT "A"

**UNION PACIFIC RAILROAD COMPANY**  
 TEXARKANA, MILLER COUNTY, ARKANSAS  
 M.P. 490.1 - LITTLE ROCK SUB.  
 TO ACCOMPANY AGREEMENT WITH  
 CITY OF TEXARKANA

SCALE: 1" = 100'  
 OFFICE OF REAL ESTATE  
 OMAHA, NEBRASKA DATE: 1-25-2011  
 DSK FILE: 2652-68

**LEGEND:**

- GATE AREA SHOWN ..... [Hatched Box]
- LEASE AREA SHOWN ..... [Dotted Box]
- FENCE LINE ..... [Dashed Line]
- UPRRCO. R/W OUTLINED ..... [Dashed Line]

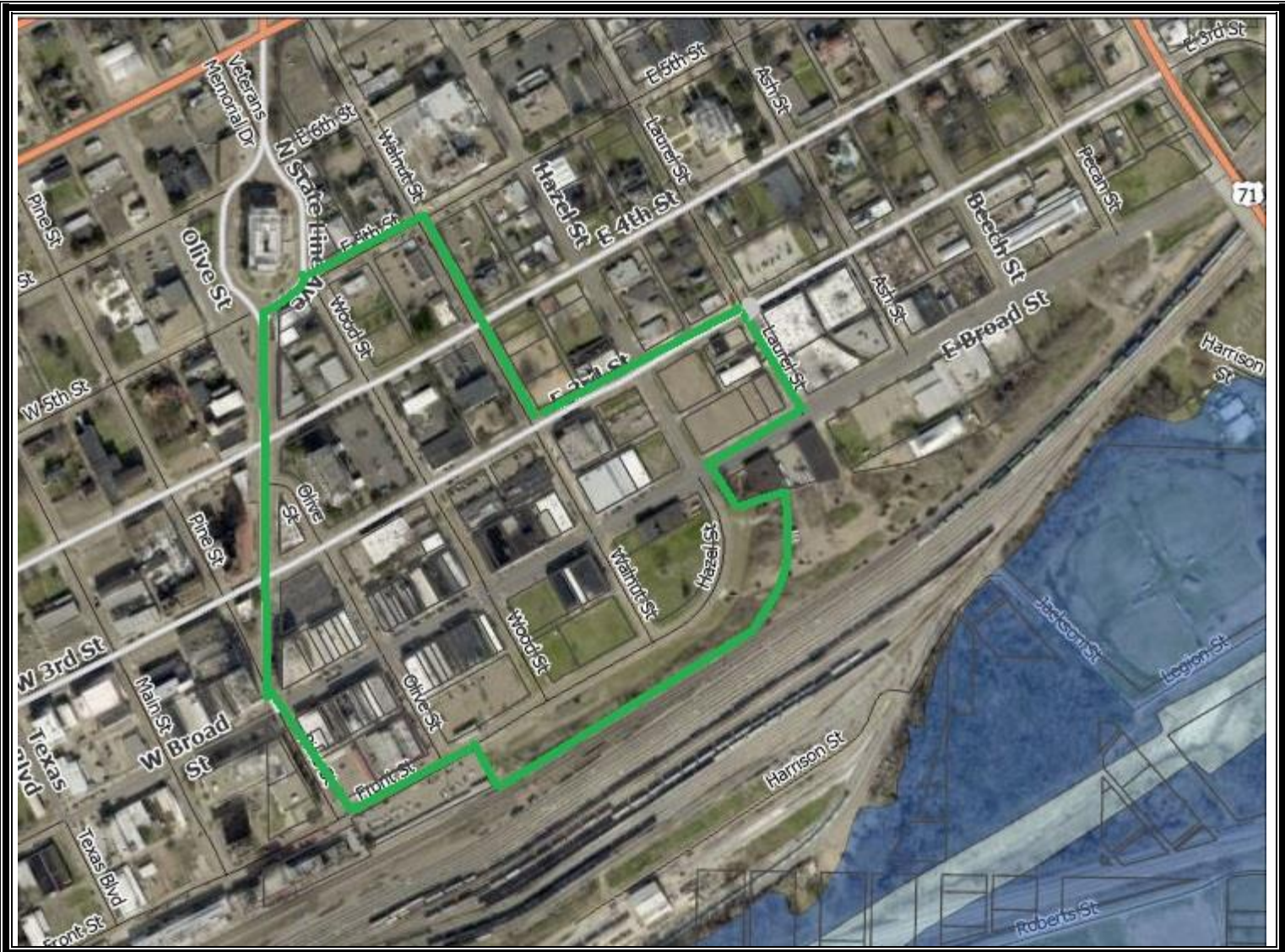
CADD FILENAME	0265268
SCAN FILENAME	SCANNED FILE



415 Cone Box

**FIBER OPTIC CABLE!**

CALL BEFORE YOU DIG  
 1-800-336-9193



Update to boundaries after review  
Prepared by the Planning Division for reference only



## CITY OF TEXARKANA ARKANSAS

### DEPARTMENT OF PUBLIC WORKS

216 WALNUT ST 71854-6024

P O BOX 2711 TEXARKANA ARKANSAS 75504-2711

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

## MEMORANDUM

**TO:** Jay Ellington, City Manager  
**FROM:** Mary L. Beck, City Planner  
**DATE:** July 15, 2021

**SUBJECT:** **REVISION TO ENTERTAINMENT DISTRICT** – Adopt an ordinance to revise the marked boundaries of the entertainment district to the north side of Third (3<sup>rd</sup>) Street between Walnut and Laurel Streets, and to add to the district the land leased from Union Pacific Railroad in its entirety, it being bounded by a chain link fence running parallel to Hazel and Front Streets, and otherwise legally described in the attached lease agreement and other text to clarify existing boundaries.

In response to a request to re-interpret the boundary line on 3<sup>rd</sup> Street by a local business owner to mark it on the north side adjacent to the property lines thereby allowing inclusion of other commercial buildings, and recognition of the need to include the leased property on the south side of Front Street this matter is under consideration. When establishing the entertainment district, looking forward the Planning Commission anticipated possible revisions to the district. The Texarkana, Arkansas, police chief, fire chief and public works director have all been contacted for comments on this revision and on the state of the entertainment district. Their comments of neutrality or support are attached or they plan to be present to respond to any questions, but no negative comments have been received.

**EXISTING ZONING:** Site: C-2 Central Business district & W-1 Wholesale and Warehousing district.

### CONFORMANCE WITH APPLICABLE ORDINANCES AND/OR STATE STATUTES:

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

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

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

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

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

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

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

The required notice was published in the Sunday, June 20, 2021 edition of the Texarkana Gazette.

**OPPOSITION:** None to date

**PLANNING COMMISSION ACTION:**

The Planning Commission met on June 13, 2021 to consider the request to: 1) review the success of the entertainment district; 2) to clarify the boundaries that impact participation by some businesses; 3) to clarify the adjacent boundary with the Texas downtown entertainment district; and, 4) to add the area leased from Union Pacific Railroad that has been used for entertainment events during the previous several years. On a motion by Mr. Boots Thomas, seconded by Ms. Bertha Dunn, the commission voted to certify a recommendation for approval by a 5-0 roll call vote with no opposition and two absent:

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

**REQUESTED ACTION BY CITY BOARD OF DIRECTORS:**

The City Board is requested to adopt an ordinance to revise the entertainment district boundaries including clarifying text. The *Arkansas Code of 1987 Annotated* requires every ordinance to be read three times before adoption. These three readings may all occur at the same meeting or at the second and third subsequent meetings after the first reading of the ordinance.

Attachment: map with proposed revisions



## ARK-Beck, Mary

---

**From:** TAPD-Bennett, Kristi  
**Sent:** Thursday, June 17, 2021 11:55 AM  
**To:** ARK-Beck, Mary; TAFD-Fletcher, David L.  
**Cc:** ARK-Richards, Tyler  
**Subject:** RE: Boundary revisions

Thank you Mary, TAPD has no concerns with boundary extension. Up to now we have seen the successes of the current entertainment district and look forward on the success to come!

### *Chief Kristi Bennett*

*Texarkana Arkansas Police Department  
100 North State Line Avenue  
Texarkana, Arkansas 75504  
Office. 903-798-3127 Cell. 903-824-4199  
[kbennett@txkusa.org](mailto:kbennett@txkusa.org)*

---

**From:** ARK-Beck, Mary <mbeck@txkusa.org>  
**Sent:** Wednesday, June 16, 2021 8:34 AM  
**To:** TAPD-Bennett, Kristi <kbennett@txkusa.org>; TAFD-Fletcher, David L. <david.fletcher@txkusa.org>  
**Cc:** ARK-Richards, Tyler <Tyler.Richards@txkusa.org>  
**Subject:** Boundary revisions

Good morning Chief Bennett and Chief Fletcher,

Please find attached a map showing proposed boundary revisions to the Entertainment District being considered by the Planning Commission in July. The boundaries would move to the north side of 3<sup>rd</sup> Street to allow for businesses wanting to operate from the north side of 3<sup>rd</sup> Street and to include the grassy area south of Front Street presently leased from the Union Pacific Railroad (engineered drawing of the leased land attached).

If you would, please comment on any concerns and observations on the Entertainment District you would like the Planning Commission to consider for ordinance revisions to the boundaries or otherwise. This revision is planned to be voted on by the Planning Commission July 13<sup>th</sup> and if approved would go to the Board of Directors probably the first meeting in August.

Warm regards,  
Mary



## ARK-Beck, Mary

---

**From:** TAFD-Fletcher, David L.  
**Sent:** Wednesday, June 16, 2021 8:43 AM  
**To:** ARK-Beck, Mary; TAPD-Bennett, Kristi  
**Cc:** ARK-Richards, Tyler  
**Subject:** RE: Boundary revisions

Mary,

The boundaries of the Entertainment District do not affect our operations. No concerns here.

**From:** ARK-Beck, Mary <mbeck@txkusa.org>  
**Sent:** Wednesday, June 16, 2021 08:34  
**To:** TAPD-Bennett, Kristi <kbennett@txkusa.org>; TAFD-Fletcher, David L. <david.fletcher@txkusa.org>  
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