



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Agenda - Monday, August 01, 2022 - 6:00 PM

Call to Order

Roll Call

Invocation given by Mayor Brown

Pledge of Allegiance led by Finance Director TyRhonda Henderson

CITIZEN COMMUNICATION

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

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

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

PRESENTATION(S)

1. Presentation of the City of Texarkana, Arkansas Employee Service Awards. (ADMIN)
2. Presentation of the January 2022 thru April 2022 Budget Variance Report. (FIN) Finance Director TyRhonda Henderson

CONSENT

3. Approval of the minutes of the regular meeting July 18, 2022. (CCD) City Clerk Heather Soyars
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 Gary Smith
5. Adopt a Resolution authorizing the City Manager to enter into a construction contract with Contech Contractors Inc., for the Front Street Stage. (PWD) Public Works Director Tyler Richards

6. Adopt a Resolution authorizing the City Manager to enter into a contract with A.L. Franks Engineering for the design of Sanderson Lane, Jefferson Avenue, Stallion Drive and Boyd Road improvements. (PWD) Public Works Director Tyler Richards

REGULAR

7. Adopt an Ordinance amending Chapter 26, Article II, Sections 26-28 and 26-29, of the *City of Texarkana, Arkansas, Code of Ordinances* to provide for revisions to water and sewer rates. (TWU) Executive Director Gary Smith
8. Adopt an Ordinance to rezone a tract of land located at 4800 Parker Lane from R-1 Rural residential to A-1 Mixed use rural zoning in order to build a second home on a 10-acre parcel. (Ward 6) (PWD-Planning) City Planner Mary Beck

BOARD OF DIRECTORS' COMMENTARY

NEXT MEETING DATE: Monday, August 15, 2022

ADJOURN

City Calendar

Gateway Farmers Market –Tuesdays, Thursdays & Saturdays - 7AM - Noon

Hillier Community Health Fair - Saturday, August 6 - 9AM - 1PM

Community Breakfast with the City Manager - Texarkana Rec Center - Thursday, August 18 –
8AM - 9AM

25th Anniversary Celebration for Gateway Farmers Market - Saturday, August 20 - 7AM - Noon

Hopkins Icehouse - Hot Dog Eating Contest - Friday, August 26 - 4PM

Huge Community Rummage Sale - Texarkana Rec Center - Saturday, October 1 - 8AM - 2PM

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

Food Festival - Bobby Ferguson Park - Saturday, October 15th - 6AM - 10PM

Universal Vibes - Crossties & Front Street - Saturday, October 15th- 10AM - 11PM

Texarkana Rec Center August Calendar

Ageless Grace - Mondays – 10AM - 11AM

Gym Open - Mondays, Wednesdays & Fridays – 4PM - 7PM
Saturdays - 8AM - Noon

Texarkana Stompers Drumline - Tuesdays & Thursdays – 5PM - 6PM

Walk with Ease - Tuesdays, Wednesday & Thursdays – 9AM - 10AM

Careers Moves - Resume & Interview Workshop

Monday, August 1 – 6PM - 7PM

Tuesday, August 9 – 10AM - 11AM

Wednesday, August 17 – 6PM - 7PM

Thursday, August 25 – 10AM - 11AM

Mother's Afternoon Out - 11AM - 1PM

Tuesday, August 2

Thursday, August 4

Tuesday, August 9

Thursday, August 11

Free Grab & Go Breakfast & Lunch - Monday - Friday - August 1-12 - 11AM - 1PM

City Beautiful Commission Meeting - Tuesday, August 9 – Noon - 1PM

Parkinson's Support Group - Wednesday, August 10 – 2PM - 4PM

After School Program - Monday - Friday - August 15-31 - 3:30PM - 5:30PM

Miller Bowie Health Coalition - Tuesday, August 16 – Noon - 1PM

Encounter YogaFaith - Saturday, August 20 – 9AM - 11AM



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

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

AGENDA DATE: August 1, 2022

ITEM TYPE: Ordinance Resolution Other : Presentation

DEPARTMENT: City Clerk Department

PREPARED BY: Heather Soyars, City Clerk

REQUEST: Presentation of employee service awards.

EMERGENCY CLAUSE: N/A

SUMMARY: Employee Service Awards:

Stephanie Black	TWU	10 years
Amy Smith	TAPD	5 years
Corvette Phillips	TAPD	5 years
Lester Colley	TAPD	15 years

EXPENSE REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**RECOMMENDED
ACTION:** N/A

EXHIBITS: None



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Presentation of the January 2022 thru April 2022 Budget Variance Report. (FIN) Finance Director TyRhonda Henderson

AGENDA DATE: August 1, 2022

ITEM TYPE: Ordinance Resolution Other : Presentation

DEPARTMENT: Finance Department

PREPARED BY: Finance Director TyRhonda Henderson

REQUEST: Presentation

EMERGENCY CLAUSE: N/A

SUMMARY:

EXPENSE REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

RECOMMENDED ACTION:

EXHIBITS: Presentation

CITY OF TEXARKANA, ARKANSAS
GENERAL FUND
BUDGET VARIANCE REPORT
JANUARY - APRIL 2022

DESCRIPTION	BUDGET	YTD ACTUALS	PERCENTAGE OF BUDGET
GENERAL PROP TAX REV	(3,020,900.00)	(987,842.41)	33%
SALES & OTHER TAXES REV	(13,394,103.00)	(4,320,160.84)	32%
FRANCHISE RECEIPTS REV	(3,178,860.00)	(1,031,543.45)	32%
LICENSES & PERMITS REV	(63,810.00)	(8,257.31)	13%
FROM OTHER GOV'TS REV	(1,473,000.00)	(159,781.73)	11%
FINES & FORFEITURES REV	(678,400.00)	(231,279.12)	34%
GRANTS REV	(384,876.00)	(124,130.27)	32%
OTHER REV	(585,880.00)	(90,239.24)	15%
INTERFUND REV	(328,899.00)	(104,685.91)	32%
ANIMAL SHELTER REV	(176,680.00)	(49,238.86)	28%
TOTAL REVENUE	(23,285,408.00)	(7,107,159.14)	31%
ADMINISTRATION	343,130.00	123,173.84	36%
FINANCE	624,167.00	139,481.83	22%
CITY CLERK	217,608.00	67,302.96	31%
BOARD OF DIRECTORS	168,692.00	58,581.93	35%
COURTS	317,219.00	82,486.57	26%
PROBATION	217,920.00	60,315.17	28%
POLICE	8,474,806.62	2,366,850.32	28%
NARCOTICS	503,825.00	153,683.47	31%
FIRE	5,947,818.62	1,758,110.10	30%
AGENCIES	7,784,659.00	1,516,105.67	19%
ANIMAL SHELTER	710,910.00	140,114.43	20%
FEDERAL JAG GRANT	11,631.00	-	0%
STOP SCHOOL VIOLENCE GRANT	20,448.00	11,279.90	55%
TOTAL EXPENDITURES	25,342,834.24	6,477,486.19	26%



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Approval of the minutes of the regular meeting July 18, 2022. (CCD) City Clerk Heather Soyars
AGENDA DATE:	August 1, 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, July 18, 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, and City Clerk Heather Soyars.

ABSENT: Deputy City Clerk Jenny Narens.

Invocation given by Assistant Mayor Hollibush.

Pledge of Allegiance led by District Court Clerk Karen Reed.

CITIZEN COMMUNICATION

- Director Harris read a letter to the editor he wrote on August 28, 2020, regarding the Police Chief selection process for Texarkana, Arkansas. (see attached)
- Director Miner said a citizen had contacted her multiple times regarding 8 or 9 cars parked at a residence and asked for the City's help to resolve this issue.

CONSENT

Director Harris requested agenda item 4. Adopt a Resolution authorizing the City Manager to enter into an agreement for engineering services with Spears Engineering Company (SPEARS), for Rolling Ridge Drive, Dudley Avenue, and Woodland Road street rehabilitation projects. (PWD) Public Works Director Tyler Richards, be removed from Consent for discussion.

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

1. Approval of the minutes of the rescheduled regular meeting July 5, 2022. (CCD) City Clerk Heather Soyars
2. Resolution No. 2022-40 approved the reimbursement of \$14,000 to the Texarkana Regional Airport from American Rescue Act Funds. (FIN) Finance Director TyRhonda Henderson
3. Resolution No. 2022-41 authorized the City Manager to purchase one (1) John Deere 644 P Wheel Loader. (TWU) Executive Director Gary Smith

5. Resolution No. 2022-42 authorized the City Manager to enter into an agreement with Bank OZK for investment management services of the Texarkana, Arkansas, Public Employee Retirement Systems (TAPERS) Retirement Plan. (FIN) Finance Director TyRhonda Henderson

REGULAR

4. Resolution No. 2022-43 authorized the City Manager to enter into an agreement for engineering services with Spears Engineering Company (SPEARS), for Rolling Ridge Drive, Dudley Avenue, and Woodland Road street rehabilitation projects. (PWD) Public Works Director Tyler Richards

Director Harris asked if there would be a contingency on this project for sidewalks on Dudley.

Public Works Director Tyler Richards said a contingency was in place, but due to inflation costs, the sidewalks may not be part of the project.

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

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, Director Miner, and Director Hart.

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

6. Ordinance No. 21-2022 granted a Limited Franchise to Bird Rides, Inc., for the non-exclusive right and privilege to operate a Stand-up Electric Scooter Sharing Program. (ADMIN) City Manager E. Jay Ellington (**SECOND READING**)

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

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

Voting Nay: Director Miner.

The motion carried 6-1 and the ordinance was read the second time in abbreviated form.

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

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

Voting Nay: Director Miner

The motion carried 6-1 and the ordinance was read the third time in abbreviated form.

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

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

No one came forward.

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

Voting Nay: Director Miner.

The motion carried 6-1 and the Mayor declared the ordinance adopted.

7. **TABLED INDEFINITELY** - Adopt an Ordinance amending Chapter 26, Article II, Sections 26-28 and 26-29, of the *City of Texarkana, Arkansas, Code of Ordinances* to provide for revisions to water and sewer rates. (TWU) Executive Director Gary Smith *Introduced on July 5, 2022, motion for first reading failed due to lack of second*.

Mayor Brown said this was not the same ordinance introduced on July 5, 2022. He suggested tabling this ordinance and bringing forward the amended ordinance as a new ordinance at the next scheduled Board of Directors' meeting.

After a brief discussion, Director Harris made the motion to table this ordinance indefinitely, 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 tabled indefinitely.

BOARD OF DIRECTORS' COMMENTARY

- Director Harris said he received a memorandum of action from the City Manager regarding a complaint made against him by a Police Officer. He asked if the City Manager could do this because he was the City Manager's boss. He also said the City Manager's evaluation was coming up.
Mayor Brown said actions of code of conduct lies with the Board of Directors.
- Director Hart commended TWU Executive Director Gary Smith and his staff for the work being done in his ward.
- Director Roberts echoed Director Harts statement.
- Director Roberts and Director Brewer also praised Public Works Director Tyler Richards and his street crew.

CITY MANAGER REPORT

City Manager E. Jay Ellington gave the following report:

- The Animal Care and Adoption Center (ACAC) advisory group drafted a spay/neuter ordinance that would be presented to the Board in August or September.
- He discussed options with the parties involved with 911 and Public Safety Answering Points (PSAP).

- The City was in stand-by mode while the County made a tough decision regarding the Juvenile Detention Center.
- The Public Works Department had accomplished a great deal this summer with the streets.
- Applications for Police Chief would be accepted until the end of July.
- He would be out of the office July 22, 2022, through August 2, 2022.
- Director Roberts said the Miller County Quorum Court votes on millage in November. He suggested passing a resolution encouraging the Quorum court to raise the millage.

NEXT MEETING DATE: Monday, August 1, 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 6:51 PM.

APPROVED this the 1st day of August 2022.

Allen L. Brown, Mayor

Heather Soyars, City Clerk

L Harris <laneyharris.ward2@yahoo.com>

To:Christy Busby

Fri, Aug 28, 2020 at 11:16 AM

LETTER TO THE EDITOR

POLICE CHIEF SELECTION PROCESS FOR TEXARKANA, ARKANSAS

At once time when there was an open for the position of Texarkana Texas Police Chief. There were conversation for one police chief for both cities and were going to be called a Police Commission. However this is not where this letter is headed. My thought are knowing that the City of Texarkana, Arkansas has a city manager form of government meaning that the city council selected the city manager then he select the department head such as the Public Work Director, Fire Chief, Police Chief. Then the city council members may as the Roman Coliseum spectators give a thumb up or thumb down. However not so quick at this moment in time.

The average time serviced for a Texarkana, Arkansas Police Chief has been about twenty years. The next police chief, with his/her social policy or psychology of management will by no means will have far reaching effects for decades to come. With the civil unrest from Floyd ^{George Floyd} Georges to the Kenosha, Wisconsin shooting no citizens or community leaders shall be just an arena spectator on this issue and only to take a thumb up or thumb down approach. There will be the needs of the strong community involvement from the beginning to the end even know the emperor city manager has been given the last word on this issues.

The committee of recommendation shall be no more than seven persons; either the ward represented themselves or his/her choice from the three wards with the highest police areas. In the more police/patrol areas and I did states more police areas, if you are saying you patrols an area more due to more crime per say but not always necessary true. One member from the civil service commission, mayor and two members at large. Each shall be given 187 pages SELECTING A POLICE CHIEF: A HANDBOOK FOR LOCAL GOVERNMENT or the link provided <https://icma.org/documents/selecting-police-chief-handbook-local-government> , prior to their first meeting. With there being no disguised by a masked helmet or any other means for the next police chief process.

With the stake holders having a vested interest in a selection process sitting at the table with the objective for next police chief leadership will be seeking to build trust and setting policy that will have a long lasting positive affect for all community members. And the final outcome of an exceptional police chief that will introduce changes that will enhance all the citizen quality of life and make their neighborhoods safer thought out Texarkana, Arkansas.


Laney Harris



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

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 Gary Smith

AGENDA DATE: August 1, 2022

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Texarkana Water Utilities

PREPARED BY: Gary Smith, P.E, Executive Director

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

EMERGENCY CLAUSE: N/A

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 2022-2023. Bids were advertised, and thirty-two chemical specification packages were requested and mailed to prospective bidders in May. Bids were received and opened at 2:00 PM, June 7, 2022, on the following chemicals required for water and wastewater treatment for FY 2022-2023: 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 Wastewater Treatment Plant.

EXPENSE REQUIRED: Not to exceed amount budgeted in FY 2022-2023 budget.

AMOUNT BUDGETED: To be approved in FY 2022-2023 budget.

**APPROPRIATION
REQUIRED:** None.

**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 2022-2023.

EXHIBITS: ATTH 01 Chemical Bid Tabulation Sheet.

RESOLUTION NO. _____

WHEREAS, Texarkana Water Utilities (TWU) advertised for water and wastewater treatment chemical bids 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 FY2022-2023 Budget; and

WHEREAS, the City Manager and utility 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 water and wastewater treatment 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 FY2022-2023 Budget.

PASSED AND APPROVED this 1st day of August, 2022.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney

TABULATION OF BIDS - June 7, 2022
 FY 2022-2023 CHEMICAL BIDS

ATTH 01

CHEMICAL PURCHASES PROJECTED FOR THE PERIOD OCTOBER 1, 2022 - SEPTEMBER 30, 2023

CHEMICAL	COMPANY	BID FY 2023	COST FY 2022	BIDS RECEIVED	REPS. PRESENT	BIDS REQUESTED
Sodium Chlorite	International Diocide, Inc. 40 Whitecap Dr. North Kingstown, RI 02852	.5970 .6358 Per Pound	\$.505 cost per pound	2		32
CHEMICAL	COMPANY	BID FY 2023	COST FY 2022	BIDS RECEIVED	REPS. PRESENT	BIDS REQUESTED
Sulphur Dioxide	DPC Industries, Inc. 1919 San Jacintoport Blvd Houston, TX. 77015	\$1894.00 Per Ton	\$1065.00 cost per ton	1		32
CHEMICAL	COMPANY	BID FY 2023	COST FY 2022	BIDS RECEIVED	REPS. PRESENT	BIDS REQUESTED
HTH (100# Containers)	Harcros Chemicals, Inc. 1011 Jack Wells Blvd Shreveport, LA. 71107	3.05 4.61 Per Pound	\$158.00 cost per 100# tote	2		32
CHEMICAL	COMPANY	BID FY 2023	COST FY 2022	BIDS RECEIVED	REPS. PRESENT	BIDS REQUESTED
Caustic Soda (Bulk) Liquid Weight	TR International Trading Company 22817 102nd Place W. Edmonds, WA. 98020	.2800 .2950 .5175 Per Liquid Pound	\$.1450 cost per liquid pound	3		32
CHEMICAL	COMPANY	BID FY 2023	COST FY 2022	BIDS RECEIVED	REPS. PRESENT	BIDS REQUESTED
Liquid Chlorine	DPC Industries, Inc. 1919 San Jacintoport Blvd Houston, TX. 77015	\$1894.00 Per Ton	\$1047.00 cost per ton	1		32
CHEMICAL	COMPANY	BID FY 2023	COST FY 2022	BIDS RECEIVED	REPS. PRESENT	BIDS REQUESTED
Aluminum Sulfate	Chemtrade Chemicals US LLC 90 East Halsey Rd. Parisppany, NJ. 07054	\$364.48 \$450.00 \$561.25 Per Dry Ton	\$274.50 cost per dry ton	3		32
CHEMICAL	COMPANY	BID FY 2023	COST FY 2022	BIDS RECEIVED	REPS. PRESENT	BIDS REQUESTED
Ortho-Polyphosphate Drums	Ecotech Enterprises, Inc P.O. Box 39 Scott, AR. 72142	\$11.89 \$23.44 Per Gallon	\$6.360 cost per gallon	2		32
CHEMICAL	COMPANY	BID FY 2023	COST FY 2022	BIDS RECEIVED	REPS. PRESENT	BIDS REQUESTED
Anhydrous Ammonia	Tanner Industries, Inc 735 Davisville Rd. Southampton, PA. 18966	\$1.12 Per Pound	\$.880 cost per pound	1		32
CHEMICAL	COMPANY	BID FY 2023	COST FY 2022	BIDS RECEIVED	REPS. PRESENT	BIDS REQUESTED
Liquid Polymer WTP	Polydyne, Inc. 1 Chemical Plant Rd Riceboro, GA. 31323	\$12.015 Per Gallon	\$9.078 cost per gallon	1		32
CHEMICAL	COMPANY	BID FY 2023	COST FY 2022	BIDS RECEIVED	REPS. PRESENT	BIDS REQUESTED
Liquid Polymer WWTP	Polydyne, Inc. 1 Chemical Plant Rd Riceboro, GA. 31323	\$16.003 Per Gallon	\$10.7260 cost per gallon	1		32

CHEMICAL CONTRACT RENEWALS
FY 2022-2023

CHEMICAL PURCHASES PROJECTED FOR THE PERIOD OCTOBER 1, 2022 - SEPTEMBER 30, 2023

CHEMICAL	COMPANY	RENEWAL 2021	COST FY 2020	BIDS RECEIVED	REPS. PRESENT	BIDS MAILED



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the City Manager to enter into a construction contract with Contech Contractors Inc., for the Front Street Stage. (PWD) Public Works Director Tyler Richards

AGENDA DATE: 08/01/2022

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Public Works Department

PREPARED BY: Tracie Lee, Assistant Public Works Director

REQUEST: Adopt a Resolution authorizing the City Manager to enter into a Construction Contract Inc. with Contech Contractors for Front Street Stage

EMERGENCY CLAUSE: N/A

SUMMARY: A resolution authorizing the City Manager to enter into a construction contract with Contech Contractors Inc. for Front Street Stage in the amount of three hundred ten thousand two hundred fifty dollars and zero cents (\$310,250.00).

The City solicited sealed bids on June 26th and July 3rd, 2022.

Three bids were received as listed below.

Contech Contractors Inc.	\$310,250.00
H.E. Wright	\$312,969.00
Wilhite Construction	\$323,457.00

Authorization of this purchase meets all bidding requirements. Funds were budgeted and are available for the purchase.

EXPENSE REQUIRED: \$310,250.00

AMOUNT BUDGETED: \$310,250.00 (\$190,250.00 from City Hall Renovations, \$80,000.00 from Debt Service for Front Street Projects and \$40,000.00 from donations)

**APPROPRIATION
REQUIRED:** \$0.00

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

EXHIBITS: Resolution, Bid Ad and Bid Tab.

RESOLUTION NO. _____

WHEREAS, after advertisement, a low bid in the amount of \$310,250.00 was submitted by Contech Contractors, Inc., for the Front Street Stage; and

WHEREAS, \$190,250.00 from City Hall Renovations, \$80,000.00 from Debt Service for Front Street Projects and \$40,000.00 from donations are budgetd and available; 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 a construction contract with Contech Contractors, Inc., for the purposes and in the amount set forth above.

PASSED AND APPROVED this 1st day of August, 2022.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney

**Bid Tabulation
for
Front Street Stage - W.O.# PW-2022-004**

				Wilhite Texarkana, AR	Contech Contractors Texarkana, TX	H.E. Wright Texarkana, TX
Item #	Description	Est Qty	U/M	Total	Total	Total
1	Front Street Stage	1	LS	\$323,457. ⁰⁰	\$310,250. ⁰⁰	\$312,969. ⁰⁰
BASE BID						

Texarkana Gazette CLASSIFIEDS

JOBS



4066 Help Wanted-General

Southwest Arkansas Education Cooperative announces the following positions:

EARLY CHILDHOOD PARAPROFESSIONAL IN FOWLE, AR and LEWISVILLE, AR: (Must have an Associate's Degree or ability to pass the Paraprofessional Assessment) Responsibilities include: instructing preschool students under the guidance of the teacher, assisting the teacher with behaviors, and other duties as assigned by the supervising teacher. Applications available at www.swaec.org Return applications and resumes to:

Eva Wood
Southwest Arkansas Education Cooperative
2502 South Main Street
Hope, AR 71801

Ashdown School District is accepting applications until filled for a **Head Baseball Coach** for the 2022-2023 school year, assisting in another sport goes with this position, teaching field is open. Contact James Smith at jsmith@ashdownschools.org You may call 870-898-3208. Send applications and/or resume to the

Administration Office
751 Rankin Street
Ashdown, AR, 71822
E.O.E.

TYPING/TECH.
Mon-Fri. Needed for Medical Office. Will train but Typing experience needed. Resumes may be dropped off to Lori @ the Pearson Eye Institute 3211 Sugar Hill Rd. Texarkana, AR, 71854 or email pei_clinic@yahoo.com 870-772-4440 ask for Lori

4066 Help Wanted-General

The Lafayette County School District is seeking applications for the following Administrative positions for the 2022-2023 School year:
Bus Driver
Qualifications: Arkansas CDL with passenger endorsements.
High School ParaPro
Qualifications: Must pass the paraprofessional assessment test or have the 60 college hours
High School Reading Teacher 7-12

High School Math Teacher 7-12

Social Studies Teacher/Coach

High School English Teacher

K-12 Art Teacher

Elementary Physical Education/Coach

K-12 Librarian

Computer Science Teacher
Qualifications for all positions unless otherwise noted: AR Teaching License and Certifications.
Please go to our website: <https://lccougars.org> to apply under the Job Opportunities tab or call 870-921-5500 for any questions.
Applications will be accepted until the positions are filled. Lafayette County School District is an Equal Opportunity Employer.

Ashdown School District is accepting applications until filled for a **Junior High School Custodian** for the 2022-2023 school year. Contact Felicia Horn for additional information at 870-898-5138. Send applications and/or resume to the **Administration Office** 751 Rankin Street, Ashdown, AR, 71822 E.O.E.

4069 Medical

CNA CLASSES
Texarkana Nursing Academy
718 E. 5th St., Texarkana, AR.
Scholarships available. Approved for Veterans. 12 day program. Classes scheduled every 3 weeks. Licensed by ADHE & OLTIC.
texarkanannursingacademy.com
870-772-6860

Ashdown School District is accepting applications until filled for a **4th Grade Elementary Teacher** for the 2022-2023 school year. Contact James Jones for additional information at 870-898-3711. Send applications and/or resume to the **Administration Office** 751 Rankin Street, Ashdown, AR, 71822 E.O.E.

4144 Office Space for Rent

BUY IT/SELL IT



4113 Articles for Sale

6 piece American Drew solid wood cherry bedroom set. High poster king bed, 2 large side tables, triple dresser & mirror. All in very good condition. \$5000 call 580-317-5669.

Husqvarna riding mower w/ 22hp Briggs engine and 46" deck \$1200. Call 903-280-2900.

RENTALS



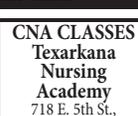
4143 Commercial/Rent

Industrial/Storage/Office Move-In Ready Buildings
Shovel-Ready Ground Lease, Sell, Build-To-Suit
TexAmericas Center.com
903-222-9841

Guardianship of c/ Lisa B. Shoalimire
Ross & Shoalimire, PLLC
1620 Galleria Oaks Drive
Texarkana, Texas 75503
Dated the 15th day of June, 2022.

/s/ Lisa B. Shoalimire
Lisa B. Shoalimire

REAL ESTATE



4159 Houses for Sale

COURT ORDERED SALE
7172 Gunstock
4 Br 2 1/2 Baths
Large Fenced Lot
Priced Below BCAD Valuation
Must Sell \$330,000
080,903-293-3129

LEGAL NOTICES

4190 Legal Notices

IN THE CIRCUIT COURT OF QUACHITA COUNTY, ARKANSAS
PROBATE DIVISION
CASE NO. 22PR-21-189
IN THE MATTER OF ZEMIAH L. MORGAN, A MINOR
WARNING ORDER

KNOW ALL MEN BY THESE PRESENTS, that a petition for adoption has been filed in the Quachita County Court of Camden, Arkansas, in the above and foregoing case, against Zena Cagle. Zena Cagle is hereby warned that failure to file a responsive answer, in writing, within 30 days of the first publication of this notice may result in all relief set out in the complaint in the above and foregoing matter being granted. Dated this 6th day of June, 2022.

4144 Office Space for Rent

BUY IT/SELL IT



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4144 Office Space for Rent

LEGAL NOTICES

4190 Legal Notices

Britt Williford
Clerk
By: Lisa J Boutte, D.C.

IN THE CIRCUIT COURT OF MILLER COUNTY, ARKANSAS
PROBATE DIVISION
NO. 46PR-22-65-1
IN THE GUARDIANSHIP OF BLAYTON TRENT HAMILTON, AN ADULT

NOTICE
Last known address: PO Box 34, Genoa, Arkansas 71840
Date of Letters: June 9, 2022
Notice is hereby given that Britney Nichole Hamilton was appointed Guardian of the Person and Estate of the above named Ward on June 9, 2022 and Letters of Guardian of the Person and Estate were issued on June 9, 2022.
The Guardian instructs that all persons having claims against the Ward, including claims for injury or death caused by the negligence of the Ward, must exhibit them, duly verified, addressed to the undersigned within six (6) months from the date of the first publication of this notice, or they shall be forever barred and precluded from any benefit in the Estate.
Guardianship of c/ Lisa B. Shoalimire
Ross & Shoalimire, PLLC
1620 Galleria Oaks Drive
Texarkana, Texas 75503
Dated the 15th day of June, 2022.

/s/ Lisa B. Shoalimire
Lisa B. Shoalimire

LEGAL NOTICES

4190 Legal Notices

ROSS & SHOALIMIRE, PLLC 1820 Galleria Oaks Drive
Texarkana, Texas 75503
Telephone: 903.223.5653
Telefax: 903.223.5658
ATTORNEYS FOR GUARDIAN

The Ashdown School District will be accepting bids on bread products for the 2022-2023 school year.
Sealed bids will be accepted at the below date, time, and place.
Date Deadline: July 21, 2022
Time Deadline: 12:00 PM
Place: 751 Rankin Street Ashdown, Arkansas 71822
Please write "BREAD BID" on the outside of your envelope.
Sealed bids may be dropped off at the Ashdown School District Administration Building: 751 Rankin Street Ashdown, Arkansas 71822
Or mailed to: 751 Rankin Street Ashdown, Arkansas 71822
Bids will be opened and the bid winner will be announced at the below date, time, and place.
Date: July 12, 2022
Time: 5:30 PM
Place: 751 Rankin Street Ashdown, Arkansas 71822
If you have any questions or need additional information, please call or email the Child Nutrition Director at 870-898-3208 or cescarboroug@ashdownschools.org
In the Circuit Court of Miller County, Arkansas
Probate Division
8th Judicial District
46PR-22-96

4159 Houses for Sale

NEW SKYLINE



3BR/2BA
32X60



Tape N Texture Walls, Metal Roof, Upgraded Insulation & Low E Thermopane Windows. Price Includes Installation, Appliances and Central Heat & Air.

HOBBS ONLY \$155,995
1800 PINEY ROAD
Manufactured Homes Texarkana, TX 903-735-9921
HOBBSMANUFACTUREDHOUSES.COM

4144 Office Space for Rent

LEGAL NOTICES

4190 Legal Notices

In the Matter of the Estate of Patricia Gail Cornelius, Deceased
Last Known Address: 107 Seibert Street, Texarkana, AR 71854
Date of death: December 31, 2021
The undersigned was appointed personal representative of the estate of the above-named decedent on the 13th day of May 2022. All persons having claims against the estate must exhibit them, duly verified, to the undersigned within three (3) months from the date of the first publication of this notice, or they shall be forever barred and precluded from any benefit in the estate. Provided that claims for injury or death caused by the negligence of the decedent shall be filed within six (6) months from the date of the first publication of this notice, or they shall be forever barred and precluded from any benefit in the estate.
This notice first published on the 26th day of June.
David Cornelius
107 Seibert Street
Texarkana, AR 71854

NOTICE TO BIDDERS
Foreman School District will accept sealed bids until 2:00 p.m., Monday, July 11, 2022 for bread, bread products, milk, and milk products for the 2022-2023 school year. Bid packets may be picked up in the Foreman School District Administration Office, 418 South Bell St., Foreman, AR, 71836 between the hours of 7:30 a.m. to 4:00 p.m. Sealed bids may be submitted to the Foreman School District Administration Office, 418 South Bell St., or mailed to PO Box 480, Foreman, AR 71836. For additional information, please contact the Administration Office at 870-542-7211, or Brenda Preskitt, Food Service Director, at 870-542-7214. Foreman School District has the right to accept or reject any and all bids.
The City of Texarkana, Arkansas is soliciting bids for state highway right of way maintenance within the city limits of Texarkana, AR. The proposed work generally consists of litter pick-up and disposal, and cutting of overgrowth. Right of way to be included is approximately 710 acres.
Bid packets can be requested from Tyler Richards, Tyler.Richards@twusa.org, at the City of Texarkana, Arkansas, 216 Walnut Street, Texarkana, AR 71854 on Wednesday, June 29, 2022.
Bids shall be accompanied by a Bid Bond or Cashier's Check in the amount of 5% of the bid.
Bids are to be delivered in a sealed envelope to Tyler Richards at the City of Texarkana, AR, 216 Walnut Street, Texarkana, AR 71854, by 4:00 PM July 12, 2022 for a public bid opening.
Riverbend Water Resources District is now accepting bids for a Compact Track Loader. Please visit our website www.rwrd.org for details.

LEGAL NOTICES

4190 Legal Notices

NOTICE TO BIDDERS OF THE INTENTION OF THE CITY OF TEXARKANA, ARKANSAS TO LET A CONTRACT FOR THE CONSTRUCTION OF STEEL STAGE COVERING AT FRONT STREET
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Bids will be opened and read aloud at such time at City Hall, Texarkana, Arkansas. **PLANS, SPECIFICATIONS AND BID DOCUMENTS** may be examined without charge at Texarkana City Hall, 216 Walnut St., Texarkana, Arkansas, 71854. One copy of the plans, specifications and bid documents, including and to be delivered to the City of Texarkana, AR Public Works Department after Wednesday, June 29, 2022.
A CERTIFIED OR CASHIER'S CHECK, or acceptable bid bond in an amount not less than five percent (5%) of the total bid shall accompany each bid as a guaranty that, if awarded the contract, the bidder will promptly enter into contract with the

4159 Houses for Sale

LEGAL NOTICES

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4159 Houses for Sale

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4159 Houses for Sale

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4159 Houses for Sale

Pam Hollingsworth
Makes Real Estate Easy
impactrealtionline.com
Impact realty group LLC.

11 OAK GROVE PLACE

offers a wonderful place to retreat! 3/2/3/FP has much to offer with open floor plan, split bedrooms, office and screened in patio. The back yard has a water view. Home is on the golf course. A must see!!! \$462,500.



PAM HOLLINGSWORTH 903-277-1222

4144 Office Space for Rent

employment real estate transportation
announcements merchandise pets/livestock

Reaching Over 76,800 Potential Buyers in Print
and 13,500 Unique Visitors Online
EACH DAY!

Texarkana Gazette 870.330.7550

Classifieds

JOBS
4066 Help Wanted-General
The Lafayette County School District is seeking applications for the following Administrative positions for the 2022-2023 School year:

4066 Help Wanted-General
FOREMAN SCHOOL DISTRICT is now accepting applications for the following position to become effective for the 2022-2023 school year.

BUY IT/SELL IT
4113 Articles for Sale
6 piece American Drew solid wood cherry bedroom set.

LEGAL NOTICES
4190 Legal Notices
The Ashdown School District is soliciting competitive sealed bids for services, materials, and training for the following Curriculum Needs:

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The Ashdown School District is soliciting competitive sealed bids for services, materials, and training for the following Curriculum Needs:

4066 Help Wanted-General
Southwest AR Education Co-op, is accepting applications for the position of Technology Coordinator

4066 Help Wanted-General
FOREMAN SCHOOL DISTRICT is now accepting applications for the following position to become effective for the 2022-2023 school year.

4113 Articles for Sale
Queen sz. mattress & box spring: six tall tomato stakes, (3) 55 gal. plastic barrels.

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4066 Help Wanted-General
Ashdown School District is accepting applications until filled for a Head Baseball Coach for the 2022-2023 school year.

4066 Help Wanted-General
FOREMAN SCHOOL DISTRICT is now accepting applications for the following position to become effective for the 2022-2023 school year.

RENTALS
4143 Commercial/Rent
Industrial/Storage/Office Move-In Ready Buildings

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Administration Office 751 Rankin Street, Ashdown, AR, 71822

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REAL ESTATE
4159 Houses for Sale
COURT ORDERED SALE
7212 Gunstock 4 Br 2 1/2 Baths

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4066 Help Wanted-General
FOREMAN SCHOOL DISTRICT is now accepting applications for the following position to become effective for the 2022-2023 school year.

REAL ESTATE
4159 Houses for Sale
COURT ORDERED SALE
7212 Gunstock 4 Br 2 1/2 Baths

LEGAL NOTICES
4190 Legal Notices
The Ashdown School District is soliciting competitive sealed bids for services, materials, and training for the following Curriculum Needs:

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4190 Legal Notices
NOTICE TO BIDDERS OF THE INTENTION OF THE CITY OF TEXARKANA, ARKANSAS TO LET A CONTRACT FOR THE CONSTRUCTION OF STEEL STAGE COVERING AT FRONT STREET

4190 Legal Notices
PLANS, SPECIFICATIONS AND BID DOCUMENTS may be examined without charge at Texarkana City Hall, 216 Walnut St., Texarkana, Arkansas, 71854.

4190 Legal Notices
In the Circuit Court of Miller County, Arkansas Probate Division 8th South Judicial District 46PR-22-96

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Christmas in July!
There's No Time Like The Present. MOVE IN TODAY!
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\$650-\$700 - 2 bed Townhomes
\$620-\$685 - 2 bed/ 6 Floor Plans
\$600-\$610 - 1 bed/2 Floor Plans
\$450 - Studios
CALL TODAY FOR A TOUR! 903.792.2828
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Apartment Community
1023 College Dr.

4190 Legal Notices

nish a Performance and Payment Bond, each in the amount of the contract, written by a responsible surety company authorized to do business in the State of Arkansas, and satisfactory to the Owner.

BIDDERS ARE expected to inspect the site of the work and to inform themselves of all local conditions. NO BID may be withdrawn after the scheduled closing time for receipt of bids for at least 90 calendar days.

IN CASE of ambiguity or lack of clearness stating the price in the bids, the City of Texarkana, Arkansas reserves the right to consider the most advantageous construction thereof, or to reject the bid.

THE CITY OF TEXARKANA, ARKANSAS reserves the right to reject any or all bids, waive any or all informalities, and to award the contract to the bidder or bidders who, in the opinion of the Owner, offers the proposal to the best interest of same.

CONTRACTORS are cautioned that qualified bids will be subjected to rejection. CONTRACTORS are specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

The Ashdown School District will be accepting bids on bread products for the 2022-2023 school year.

Sealed bids will be accepted at the below date, time, and place. Date Deadline: July 21, 2022 Time Deadline: 12:00 PM

Place: 751 Rankin Street Ashdown, Arkansas 71822 Please write "BREAD BID" on the outside of your envelope.

Sealed bids may be dropped off at the Ashdown School District Administration Building: 751 Rankin Street Ashdown, Arkansas 71822

Or mailed to: 751 Rankin Street Ashdown, Arkansas 71822 Bids will be opened and the bid winner will be announced at the below date, time, and place.

Date: July 12, 2022 Time: 5:30 PM Place: 751 Rankin Street Ashdown, Arkansas 71822

If you have any questions or need additional information, please call or email the Child Nutrition Director at 870-998-3208 or cescarbrough@ashdownschools.org.

No. 43425 IN THE COUNTY COURT OF BOWIE COUNTY, TEXAS IN THE ESTATE OF JEANNIE ALEXIA KNIGHT DECEASED

NOTICE OF ADMINISTRATION AND NOTICE TO ALL PERSONS HAVING CLAIMS AGAINST THE ESTATE OF JEANNIE ALEXIA KNIGHT

Administration of the Estate of Jeannie Alexia Knight, Deceased, has been commenced by the issuance of original Letters Testamentary to Monty Casteel on June 27, 2022, by the County Clerk of Bowie County, Texas, in Cause No. 43425, styled in the matter of the Estate of Jeannie Alexia Knight, Deceased, in which court the matter is pending.

All persons having claims against the estate described above are directed to address their claims to Monty Casteel, Independent Executor for the Estate of Jeannie Alexia Knight, Deceased, 2900 St. Michael Drive, Suite 302, Texarkana, Texas 75503, within the time and manner prescribed by law, or they shall be forever barred and precluded from any benefit of the estate of the deceased. This notice was first published on July 3, 2022.

Monty Casteel Independent Executor c/o Robert S. McGinnis, Jr. 4102 Summerhill Road Texarkana, TX 75503 Attorney for the Estate of Jeannie Alexia Knight

Notice of Public Hearing to Bowie County Voters Bowie County will hold a public hearing on Monday, July 11,

4190 Legal Notices

2022, during Commissioner's Court. This public hearing has been set to notify Bowie County voters of its proposed intent to participate in the Texas Secretary of State's Countywide Polling Place Program and implement Election Day Vote Centers. If implemented, this program would allow the qualified voters of Bowie County to obtain and cast their specific ballot at any of the Election Day Vote Centers, rather than limiting voters to their designated precinct polling location on Election Day. Residents are encouraged to attend and express their opinion regarding the implementation of the Texas Secretary of State's Countywide Polling Place Program in Bowie County. Commissioner's Court begins at 9:00 am at the Bowie County Courthouse, Commissioner's Courtroom, 710 James Bowie Drive, New Boston, TX 75570. The Public Hearing will begin at 10:00 am.

Aviso de audiencia pública a los votantes del condado de Bowie El condado de Bowie celebrará una audiencia pública el lunes 11 de julio de 2022, durante el Tribunal de Comisionados. Esta audiencia pública se ha establecido para notificar a los votantes del Condado de Bowie de su intención propuesta de participar en el Programa de Lugares de Votación en todo el Condado del Secretario de Estado de Texas e implementar Centros de Votación el Día de las Elecciones. Si se implementa, este programa permitiría a los votantes calificados del Condado de Bowie obtener y emitir su boleta específica en cualquiera de los Centros de Votación del Día de las Elecciones, en lugar de limitar a los votantes a su lugar de votación designado el día de las elecciones. Se alienta a los residentes a asistir y expresar su opinión con respecto a la implementación del Programa de Lugares de Votación en todo el Condado del Secretario de Estado de Texas en el Condado de Bowie. El Tribunal de Comisionados comienza a las 9:00 am en el Palacio de Justicia del Condado de Bowie, Tribunal de Comisionados, 710 James Bowie Drive, New Boston, TX 75570. La Audiencia Pública comenzará a las 10:00 am.

Notice is hereby given, U-Haul Storage at the Links located at 5204 Links Dr. in Texarkana, AR 71854 will hold a public online auction for the purpose of satisfying landlord's lien. Sale to begin 07/17/2022, online at WWW.WALTCADACTIONS.COM, and will end 07/24/2022. Property will be sold to the highest bidder for cash. Seller reserves the right to not accept any bid and to withdraw property from sale. All units contain household items and furniture unless otherwise specified. Property being sold is the contents of the following units: A003: Donald Jester; B097: Shankye Norton; B099: Leslia Lowe; E209: Antwonette Criner; C139: Greaker Robinson; C178: Charles Wilson; B038: Erica Smith; B027: Kimberly Parks; B070: Alyssa Scott; C142: Christopher Weeks; E200: Milton Lewis.

Auction to be conducted online by Colonel Walt Cade, CAI, ATS, BAS, CES, TXLIC# 16645. Circuit Court of Little River Co., Arkansas: No. 41 PR 22-50 Estate of WILLIAM ROBERT DANIEL, who died June 10, 2022, and resided at 262 Hwy 108, Ashdown, AR. On June 22, 2022, WILLIAM DOUGLAS DANIEL was appointed as Executor of the Estate of WILLIAM ROBERT DANIEL. All persons having claims against the estate must present them, duly verified, to the undersigned within 6 months from the date of the first publication of this notice, or they shall be barred from any benefit in the estate. This notice first published the 26th day of June, 2022. WILLIAM ROBERT DANIEL, Executor, c/o JOHN FINLEY, 20 East Main, Ashdown, AR 71822.

1161: Jacqueline Williams; 1126: David Stephens; 1058: Aariona Bradley-Morine; 1248: [unclear]

4190 Legal Notices

NOTICE OF SALE Boulevard Storage Center 3900 Arkansas Blvd Texarkana, AR 71854 (870) 773-4104 Personal property consisting of furniture, TV's, clothes, boxes, household goods and other personal property used in home, office or garage will be sold or otherwise disposed of at public sales on the dates & times indicated below to satisfy Owners Lien for rent & fees due in accordance with Arkansas Lien Law: 18-16-401. All items or spaces may not be available for sale. Debt or credit cards ONLY for all purchases & tax resale certificates required, if applicable. OWNER RETAINS THE RIGHT TO BID. A10 Sanders, Maurice B1 McBay, Joe Auction will be held at www.storageauctions.com and will end on or after 10:30 AM EST on 7/15/2022

ADDEDUM The Planning Commission of the City of Texarkana, Arkansas, regular meeting is scheduled to be held July 12, 2022, a Tuesday, at 6:00 p.m. in the Boardroom of the City of Texarkana City Hall Building at 216 Walnut Street to review the following items: Request by Kristal Akins, 309 E. 14th Street, Texarkana, AR 71854-4240, for a conditional use permit in order to operate a home childcare. The property is zoned R-4 Medium-density residential. The location is 309 E. 14th Street and is owned by IMMS Investments, LLC. It is legally described as all of Lots 6 & 7, Block 4, DEUTCHMAN'S 3RD SUBDIVISION, Texarkana, Miller County, Arkansas and contains 12,153 square feet more or less.

LEGAL NOTICE The Historic District Commission (HDC) of the City of Texarkana, Arkansas will meet in the Boardroom of the Arkansas City Hall Building at 216 Walnut Street on Wednesday, July 20, 2022, regular session at 9:30 a.m. to consider the following: Adoption of the June 15, 2022 summarized meeting minutes. Request by Tim O'Neal, 45 Globe Avenue, Texarkana, AR 71854-3410, owner Les Munn, et al., for a certificate of appropriateness to paint a mural on the west side of 324 E. Broad Street depicting Budweiser Clydesdale Horses, (local distributors are Eagle Distributing). The legal description of the property is Lot No. 1-12, Block 77, ORIGINAL CITY SUBDIVISION, Texarkana, Miller County, Arkansas. The property is zoned as C-2 Central Business District and is located in the Original City Historic District (OCHD). Request by Gabby's Inn, Inc., c/o Jerry C. Williams, owner, 621 E. 3rd Street, Texarkana, AR 71854-6037, for a certificate of appropriateness to accomplish the following exterior modifications: 1) replace and repair windows; 2) install vinyl siding; and, 3) install a carport in the rear yard. The property is located at 621 E. 3rd Street and is legally described as Lot No. 12, Block 56, ORIGINAL CITY SUBDIVISION, Texarkana, Miller County, Arkansas. The property is zoned as W-1 Wholesale and Warehousing District and is located in the Original City Historic District (OCHD).

The Ashdown School District is

4190 Legal Notices

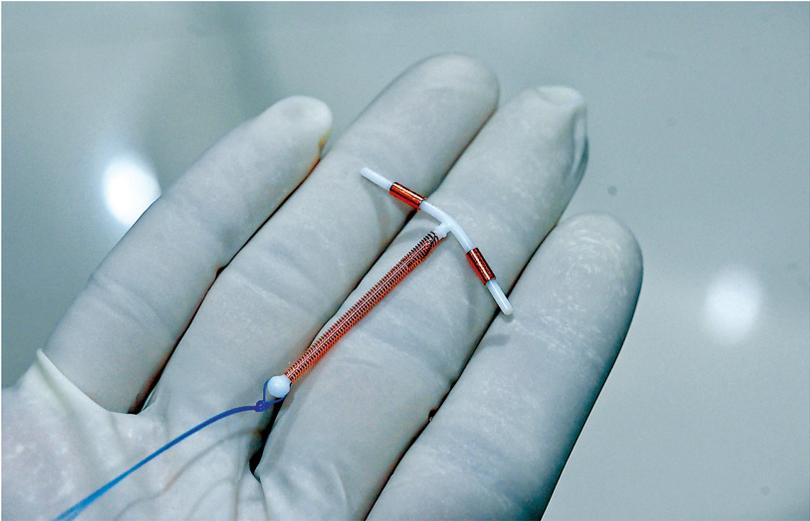
taking closed bids for the purchase of their high jump and pole vault pit pads and mats. For details, please contact Athletic Director, James Smith at 870-998-3208, or email at smith@ashdownschools.org. All bids must be turned in to the Ashdown School District Administrative Building, no later than noon on July 14, 2022.

NOTICE OF SALE Boulevard Storage Center 3900 Arkansas Blvd Texarkana, AR 71854 (870) 773-4104 Personal property consisting of furniture, TV's, clothes, boxes, household goods and other personal property used in home, office or garage will be sold or otherwise disposed of at public sales on the dates & times indicated below to satisfy Owners Lien for rent & fees due in accordance with Arkansas Lien Law: 18-16-401. All items or spaces may not be available for sale. Debt or credit cards ONLY for all purchases & tax resale certificates required, if applicable. OWNER RETAINS THE RIGHT TO BID. A10 Sanders, Maurice B1 McBay, Joe Auction will be held at www.storageauctions.com and will end on or after 10:30 AM EST on 7/15/2022

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The Ashdown School District is



Adek Berry/AFP via Getty Images/TNS ■ This picture taken on June 25, 2020, shows a doctor holding an IUD birth control device to put into a patient's womb at a clinic in Jakarta.

Requests for contraceptives on rise in Texas after overturning of Roe v. Wade

MARIN WOLF AND ISABELLA VOLMERT The Dallas Morning News (TNS)

DALLAS — On the day the U.S. Supreme Court overturned Roe v. Wade, the Austin Urology Institute fielded 400 calls, double its usual volume.

Not every call was a patient inquiry about a vasectomy, but many were. The office added extra appointment slots to accommodate the increased requests for consultations for the sometimes-reversible contraceptive procedure, said urologist Dr. Koushik Shaw.

Reproductive health specialists across the state are seeing increased interest in long-term and permanent contraceptive options, including vasectomies, tubal ligations and intrauterine devices, known as IUDs, in response that limits the procedure in most cases.

“People are revisiting their contraception, life planning, family planning, and they’re fast forwarding the decision process,” he said.

The apparent rush for long-term contraceptive options began as Texas’ near-complete abortion ban took effect in September, with interest climbing since the Supreme Court’s draft decision on abortion’s constitutionality was leaked in May. The overturning of Roe v. Wade last Friday

Google searches in Texas related to vasectomies and tubal ligations — or “getting your tubes tied” — jumped in the days following the decision.

changes. Trust Her, a Dallas-based initiative that partners with eight community health clinics in the area to financially assist patients seeking same day birth control services, has seen a “steady increase” in patients seeking contraceptives since the passage of Senate Bill 8.

Organization director Kate McCollum reported a 54% increase in the number of patients they covered in the first quarter of 2022 compared to the same quarter a year prior.

“These would be women who are uninsured and not enrolled in any kind of payer program like Medicaid or Healthy Texas Women, who likely couldn’t afford their method out of pocket,” she said. She also reported an increase in the number of teens visiting clinics for birth control and an increase in the number of women choosing “highly

previously hesitant to get the device because of pain during and after the procedure.

“But there was no hesitation in my mind that day. I felt, and still feel, like I have no choice but to get an IUD for my own survival,” she said. “I don’t know what’s going to happen next, and I wanted something that was long term enough to know I’d be protected if Texas starts banning contraceptives.”

Kolff is scheduled to have the IUD procedure next week. People are also rushing to stock-up on emergency contraceptives. CVS announced Tuesday it is limiting the sale of ‘morning after pills,’ such as the well known brand name Plan-B, after a surge in consumer stocking. Emergency contraceptives can be purchased over the counter without a prescription.

Male contraception post-Roe Austin Urology Institute’s Dr. Shaw regularly performs vasectomies for men who

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CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the City Manager to enter into a contract with A.L. Franks Engineering for the design of Sanderson Lane, Jefferson Avenue, Stallion Drive and Boyd Road improvements. (PWD)
Public Works Director Tyler Richards

AGENDA DATE: 08/01/2022

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Public Works

PREPARED BY: Tracie Lee, Assistant Public Works Director

REQUEST: To Award an Engineering Contract to A.L. Franks Engineering for the design of Sanderson Lane, Jefferson Avenue, Stallion Drive and Boyd Road Improvements.

EMERGENCY CLAUSE: N/A

SUMMARY: The City allocated funding in the 2022 budget for improvements to Sanderson Lane, Jefferson Avenue, Stallion Drive and Boyd Road. In order to put the project out to bid a design and bid book is needed.

The City submitted a RFQ in June 2022 for engineers, architects and surveyors. A.L. Franks was selected as a qualified engineer for City projects based on their qualifications and extensive work history with the City.

A.L. Franks Engineering submitted their design fee proposal for these projects in the amount of \$104,580.00.

EXPENSE REQUIRED: \$104,580.00

AMOUNT BUDGETED: \$2,900,000.00 (ARPA Funds)

**APPROPRIATION
REQUIRED:** \$0.00

**RECOMMENDED
ACTION:** City Manager and staff recommend approval of the engineering contract to A.L. Franks Engineering.

EXHIBITS: Resolution and Street Projects Fee Schedule

RESOLUTION NO. _____

WHEREAS, following a Request for Qualifications for design services in connection with Sanderson Lane, Jefferson Avenue, Stallion Drive, and Boyd Road improvements, A.L. Franks Engineering, was selected as the best suited candidate to provide such services; and

WHEREAS, the cost for such services is \$104,580.00; and

WHEREAS, available funds are allocated from the American Rescue Act Plan (ARPA) funds;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is hereby authorized to enter into a contract with A.L. Franks Engineering for the work and in the amount described above.

PASSED AND APPROVED this 1st day of August, 2022.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney

WORK ORDER FOR PROFESSIONAL SERVICES

CITY OF TEXARKANA, ARKANSAS

W. O. TXK-02-22

This will constitute authorization by City of Texarkana, Arkansas (Owner) for A.L. Franks Engineering, Inc. (Engineer) to proceed with the following described "Project":

Provide Engineering Services for the scope of work described as follows:

Street pavement rehabilitation to include stabilization, asphalt paving, miscellaneous drainage improvements, and other various items.

A preliminary construction budget itemized per the street schedule is as follows:

- A) Jefferson Avenue (12th to 18th) - \$220,000
- B) Stallion Drive - \$138,000
- C) Sanderson Lane (Sugarhill to I-30) - \$456,000
- D) Boyd Rd - \$680,000

Total Construction Budget including Engineering: \$1,494,000

Engineering services shall include the following scope of work:

1. Prepare Plans and Specifications for Improvements and obtain necessary approval by the City.
2. Design shall include review of existing street conditions, pavement failures, drainage problems and shall include detailed recommendations for repair.
3. Coordination with Testing laboratory for analysis of existing subgrade, and pavement structure.
4. Topographic surveying to include field mapping of street, drainage structures, visible utilities, driveways, fences, etc. Boundary monuments will be included where visible.

5. The Plans and Specifications will be provided for bidding purposes to include typical contract documents, bonding requirements, and all material and work specifications in accordance with city standards.

The above described services are to be performed in accordance with the basic Agreement covering such engineering services by and between City of Texarkana,

Arkansas (Owner) and A.L. Franks Engineering, Inc. (Engineer) dated September 6, 2016.

For performing the services described, the Engineer is to be paid based on percent complete with a maximum not to exceed amount of \$104,580 as indicated as follows:

Preparation of Plans and Specifications	\$100,080.00
Bid Phase Engineering & Contract Completion	\$4,500.00

Partial payment for services shall be made monthly, as evidenced by monthly statements submitted by the Engineer and approved by the Owner.

Items not included in the scope of work include easement acquisition, boundary surveys, environmental investigation, and floodplain permitting.

Construction management and inspection services are not included but can be added if desired. The period of time estimated for completing the above described services through Bid Phase Engineering shall be SIXTY (60) calendar days.

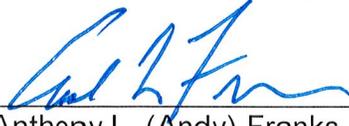
APPROVED:

CITY OF TEXARKANA, ARKANSAS

By: _____
E. Jay Ellington
City Manager

ACCEPTED:

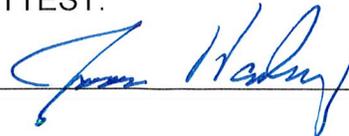
A.L FRANKS ENGINEERING, INC.

By:  _____
Anthony L. (Andy) Franks, P.E.
President

ATTEST:

DATE: _____

ATTEST:

 _____

DATE: 7/11/2022



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance amending Chapter 26, Article II, Sections 26-28 and 26-29, of the *City of Texarkana, Arkansas, Code of Ordinances* to provide for revisions to water and sewer rates. (TWU) Executive Director Gary Smith

AGENDA DATE: August 1, 2022

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Texarkana Water Utilities

PREPARED BY: Gary Smith, P.E. Executive Director

REQUEST: Ordinance amending Chapter 26, Article II, Sections 26-28 and 26-29, of the *City of Texarkana, Arkansas, Code of Ordinances* to provide for revisions to water and sewer rates.

EMERGENCY CLAUSE: N/A

SUMMARY: Ordinance amending Chapter 26, Article II, Sections 26-28 and 26-29, of the *City of Texarkana, Arkansas, Code of Ordinances* to provide for revisions to water and sewer rates as per the rate study prepared by NewGen Strategies & Solutions. The last rate study performed for the Utility was in 2001. Since that time services offered by the Utility have expanded, the service area has grown, facilities have aged, and the costs of goods and services have increased.

EXPENSE REQUIRED: See attached rate schedule.

AMOUNT BUDGETED: See attached rate schedule.

**APPROPRIATION
REQUIRED:** See attached rate schedule.

**RECOMMENDED
ACTION:** Texarkana Water Utilities recommends approval.

EXHIBITS: Ordinance, Attachments A-I Rate Schedules

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 26 OF THE CITY OF TEXARKANA, ARKANSAS, CODE OF ORDINANCES TO PROVIDE FOR REVISIONS AS RELATED TO WATER AND SEWER SERVICES; AND FOR OTHER PURPOSES

WHEREAS, a water and sewer rate study recently undertaken by a third-party, being the first such study undertaken since 2001, concluded that to properly and adequately continue to provide water and sewer services, and also in order to appropriately consider, appropriate for, and implement capital improvement, upkeep, and maintenance, it is necessary and in the best interest of the City, the water and sewer utility, and those benefiting from and consuming the services of the utility, to implement a water and sewer rate increase structure and formula, to occur beginning in October 2022, and thereafter in each subsequent October through 2025, after which the normal processes for rate adjustment, absent further action of the Board, will resume; and

WHEREAS, in addition to day-to-day operational expense requirements created by regular operation, growth and expansion of services throughout the years, the increases are also designed to allow for, including, but not limited to, the following improvements: at the Millwood Wastewater Treatment Plant (WTP) - upgrade from a 15 Million Gallons per Day (MGD) plant to a 35 MGD plant, replace the filter valves, clean the sludge ponds, install baffles in clearwells, Supervisory Control and Data Acquisition (SCADA) Upgrade, line the floors of the settling basins, and routine maintenance requirements; at the Wright Patman WTP – line the settling basins, replace influent valves and actuators, parking lot/road repair, install vents at the 3.0 Million Gallon (MG) clearwells, replace the chemical tanks, enclose the drainage ditch, and routine maintenance requirements; at the North Texarkana Waste Water Treatment Plant (WWTP) – expand the plant to a 2.0 MGD plant, driveway and parking lot repairs, and routine maintenance requirements; at the South Regional WWTP – roof repairs, replace existing Variable Frequency Drives (VFDs), centrifuge rebuilds, and routine maintenance requirements; at the Compost site – new operations building, new concrete, new grinder, and routine maintenance requirements; and within Texarkana, Arkansas, in particular, the loop of dead end mains, a hydraulic water analysis and master plan, automated metering systems, a new 500,000 gallon Elevated Tank (ET) to replace the

Lakewood Standpipe, chlorine conversion project, water system improvements, extension of sewer to unserved structures, installation of new manholes where required, installation of emergency generators at lift stations, hydraulic analysis and sewer master plan, sewer system improvements, Tennessee Road sewer extension, identification and replacement of lead and galvanized water services, operation building, wash bay, building for Closed-circuit Television (CCTV) van and equipment, an awning over shop doors, repair and seal of shop floors, repair and update of shop offices and roof, replacement of deteriorated water mains, replacement of mains under 6", replacement of a 12" water main with a 24" water main along Loop 245 from Highway 82 to Booster Station, replacement of Asbestos Cement (AC) water mains, replacement of a section of 16" main on Sugarhill Road, replacement of a section of 36" main on North Stateline Avenue, improvements to Nix Creek, sewer main replacement or lining of existing manholes, improvements on Porter Street, a new 12" water line from Boyd Road to Highway 237 past Old Blackman Ferry Road, and the replacement of 2" and 3" water mains with 6" water mains along Dooley Ferry Road; and

WHEREAS, in total, such anticipated projects are estimated to cost \$60,000,000.00, and accordingly, the following rate increases are also designed to also provide for payment of the estimated principal and interest on one or more projected bond issuances totaling an estimated \$53,000,000.00 which are anticipated to be proposed to the Board for consideration in coming months and thereafter;

BE IT ORDAINED by the Board of Directors of the City of Texarkana, Arkansas, that Chapter 26, of the *City of Texarkana, Arkansas, Code of Ordinances*, (the "Code"), Water and Wastewater Service Charges, is hereby amended as follows, to wit:

Section 1. The following definition is added to Section 26-26 of the *Code*:

Multiple Commercial: A commercial or structure building, containing two or more separately demised sections or units, but served by a single meter.

Section 2. Treated Water Supply.

Section 26-28(a)(1) (including all narrative and three existing charts) is deleted and replaced with the following:

- (1) The rates for treated water services to residential customers rendered by the department of water utilities of the City shall be as follows (unless specifically designated below,

residential water services rendered to water connections outside the City limits shall be at a rate fifty percent (50.00%) higher than the corresponding rate for inside the City limits):

Inside City Limits (Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.87	\$12.64	\$14.69	\$16.66	\$17.35
3/4"	\$10.87	12.64	14.69	16.66	17.35
1"	\$10.87	15.45	21.22	27.77	28.92
1 1/2"	10.87	22.47	37.54	55.53	57.83
2"	10.87	30.90	57.13	88.85	92.53
3"	10.87	50.56	102.83	166.60	173.50
4"	10.87	78.65	168.12	277.67	289.17
6"	10.87	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.03	4.68	5.44	6.17	6.43
5,001 – 10,000 gallons	4.03	4.68	6.12	7.71	8.04
>10,000 gallons	4.03	4.68	6.89	9.64	10.05

Outside City Limits (Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.31	\$18.96	\$22.04	\$24.99	\$26.03
3/4"	16.31	18.96	22.04	24.99	26.03
1"	16.31	23.18	31.83	41.66	43.38
1 1/2"	16.31	33.71	56.31	83.30	86.75
2"	16.31	46.35	85.70	133.28	138.80
3"	16.31	75.84	154.25	249.90	260.25
4"	16.31	117.98	252.18	416.51	433.76
6"	16.31	223.31	497.01	833.00	867.50
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	6.04	7.02	8.16	9.26	9.65
5,001 – 10,000 gallons	6.04	7.02	9.18	11.57	12.06
>10,000 gallons	6.04	7.02	10.34	14.46	15.08

Inside City Limits (Residential Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.87	\$12.64	\$14.69	\$16.66	\$17.35
3/4"	10.87	12.64	14.69	16.66	17.35
1"	10.87	15.45	21.22	27.77	28.92
1 ½"	10.87	22.47	37.54	55.53	57.83
2"	10.87	30.90	57.13	88.85	92.53
3"	10.87	50.56	102.83	166.60	173.50
4"	10.87	78.65	168.12	277.67	289.17
6"	10.87	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.03	4.68	5.44	6.17	6.43
5,001 – 10,000 gallons	4.03	4.68	6.12	7.71	8.04
>10,000 gallons	4.03	4.68	6.89	9.64	10.05

Outside City Limits (Residential Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.31	\$18.96	\$22.04	\$24.99	\$26.03
3/4"	16.31	18.96	22.04	24.99	26.03
1"	16.31	23.18	31.83	41.66	43.38
1 ½"	16.31	33.71	56.31	83.30	86.75
2"	16.31	46.35	85.70	133.28	138.80
3"	16.31	75.84	154.25	249.90	260.25
4"	16.31	117.98	252.18	416.51	433.76
6"	16.31	223.31	497.01	833.00	867.50
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	6.04	7.02	8.16	9.26	9.65
5,001 – 10,000 gallons	6.04	7.02	9.18	11.57	12.06
>10,000 gallons	6.04	7.02	10.34	14.46	15.08

The water rates for the areas known as Mandeville and Union are to be as follows:

Inside City (Mandeville Water Supply Corporation - Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.00	\$12.64	\$14.69	\$16.66	\$17.35
3/4"	10.00	12.64	14.69	16.66	17.35
1"	10.00	15.45	21.22	27.77	28.92
1 1/2"	10.00	22.47	37.54	55.53	57.83
2"	10.00	30.90	57.13	88.85	92.53
3"	10.00	50.56	102.83	166.60	173.50
4"	10.00	78.65	168.12	277.67	289.17
6"	10.00	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 1,000 gallons	\$-	\$-	\$-	\$-	\$-
1,000 – 2,000 gallons	3.00	-	-	-	-
2,001 – 5,000 gallons	3.00	4.68	5.44	6.17	6.43
5,001 – 10,000 gallons	2.50	4.68	6.12	7.71	8.04
>10,000 gallons	1.75	4.68	6.89	9.64	10.05

Outside City (Mandeville Water Supply Corporation - Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.00	\$18.96	\$22.04	\$24.99	\$26.03
3/4"	10.00	18.96	22.04	24.99	26.03
1"	10.00	23.18	31.83	41.66	43.38
1 1/2"	10.00	33.71	56.31	83.30	86.75
2"	10.00	46.35	85.70	133.28	138.80
3"	10.00	75.84	154.25	249.90	260.25
4"	10.00	117.98	252.18	416.51	433.76
6"	10.00	223.31	497.01	833.00	867.50
Volume charge per 1,000 gallons					
0 – 1,000 gallons	\$-	\$-	\$-	\$-	\$-
1,000 – 2,000 gallons	3.00	-	-	-	-
2,001 – 5,000 gallons	3.00	7.02	8.16	9.26	9.65
5,001 – 10,000 gallons	2.50	7.02	9.18	11.57	12.06
>10,000 gallons	1.75	7.02	10.34	14.46	15.08

Inside City (Mandeville Water Supply Corporation - Residential Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.00	\$12.64	\$14.69	\$16.66	\$17.35
3/4"	10.00	12.64	14.69	16.66	17.35
1"	10.00	15.45	21.22	27.77	28.92
1 1/2"	10.00	22.47	37.54	55.53	57.83
2"	10.00	30.90	57.13	88.85	92.53
3"	10.00	50.56	102.83	166.60	173.50
4"	10.00	78.65	168.12	277.67	289.17
6"	10.00	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 1,000 gallons	\$-	\$-	\$-	\$-	\$-
1,000 – 2,000 gallons	3.00	-	-	-	-
2,001 – 5,000 gallons	3.00	4.68	5.44	6.17	6.43
5,001 – 10,000 gallons	2.50	4.68	6.12	7.71	8.04
>10,000 gallons	1.75	4.68	6.89	9.64	10.05

Inside City (Union Water Supply Corporation - Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$16.80	\$16.80	\$16.80	\$17.35
3/4"	16.80	16.80	16.80	16.80	17.35
1"	16.80	16.80	21.22	27.77	28.92
1 1/2"	16.80	22.47	37.54	55.53	57.83
2"	16.80	30.90	57.13	88.85	92.53
3"	16.80	50.56	102.83	166.60	173.50
4"	16.80	78.65	168.12	277.67	289.17
6"	16.80	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	4.00	5.44	6.17	6.43
5,001 – 10,000 gallons	4.00	4.00	6.12	7.71	8.04
>10,000 gallons	4.00	4.00	6.89	9.64	10.05

Outside City (Union Water Supply Corporation - Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$18.96	\$22.04	\$24.99	\$26.03
3/4"	16.80	18.96	22.04	24.99	26.03
1"	16.80	23.18	31.83	41.66	43.38
1 1/2"	16.80	33.71	56.31	83.30	86.75
2"	16.80	46.35	85.70	133.28	138.80
3"	16.80	75.84	154.25	249.90	260.25
4"	16.80	117.98	252.18	416.51	433.76
6"	16.80	223.31	497.01	833.00	867.50
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	7.02	8.16	9.26	9.65
5,001 – 10,000 gallons	4.00	7.02	9.18	11.57	12.06
>10,000 gallons	4.00	7.02	10.34	14.46	15.08

Inside City (Union Water Supply Corporation – Residential Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$16.80	\$16.80	\$16.80	\$17.35
3/4"	16.80	16.80	16.80	16.80	17.35
1"	16.80	16.80	21.22	27.77	28.92
1 1/2"	16.80	22.47	37.54	55.53	57.83
2"	16.80	30.90	57.13	88.85	92.53
3"	16.80	50.56	102.83	166.60	173.50
4"	16.80	78.65	168.12	277.67	289.17
6"	16.80	148.87	331.34	555.33	578.33
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	4.68	5.44	6.17	6.43
5,001 – 10,000 gallons	4.00	4.68	6.12	7.71	8.04
>10,000 gallons	4.00	4.68	6.89	9.64	10.05

Outside City (Union Water Supply Corporation - Residential Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$18.96	\$22.04	\$24.99	\$26.03
3/4"	16.80	18.96	22.04	24.99	26.03
1"	16.80	23.18	31.83	41.66	43.38
1 1/2"	16.80	33.71	56.31	83.30	86.75
2"	16.80	46.35	85.70	133.28	138.80
3"	16.80	75.84	154.25	249.90	260.25
4"	16.80	117.98	252.18	416.51	433.76
6"	16.80	223.31	497.01	833.00	867.50
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	7.02	8.16	9.26	9.65
5,001 – 10,000 gallons	4.00	7.02	9.18	11.57	12.06
>10,000 gallons	4.00	7.02	10.34	14.46	15.08

And, further, Section 26-28(a)(2) is deleted in its entirety (chart and narrative) and replaced with the following:

(2) The rates and charges for treated commercial water services rendered by the department of water utilities of the City shall be as follows (unless specifically designated below, commercial water services rendered to water connections outside the City limits shall be at a rate fifty percent (50.00%) higher than the corresponding rate for inside the City limits):

Treated Water Rates for City of Texarkana, Arkansas Commercial Customers

Inside City (Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$12.37	\$14.38	\$16.71	\$18.95	\$19.74
3/4"	12.37	14.38	16.71	18.95	19.74
1"	14.12	18.93	24.93	31.58	32.90
1 ½"	15.91	28.30	44.30	63.17	65.80
2"	17.67	39.26	67.37	101.07	105.28
3"	35.34	75.32	127.31	189.50	197.40
4"	53.00	120.97	209.53	315.83	329.00
6"	88.35	228.25	411.12	631.67	658.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	3.01	3.50	4.07	4.62	4.81
5,001 – 10,000 gallons	3.01	3.50	4.07	4.62	4.81
>10,000 gallons	3.01	3.50	4.07	4.62	4.81

Outside City (Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$18.55	\$21.57	\$25.07	\$28.43	\$29.61
3/4"	18.55	21.57	25.07	28.43	29.61
1"	21.18	28.40	37.40	47.37	49.35
1 ½"	23.86	42.45	66.45	94.76	98.70
2"	26.50	58.89	101.06	151.61	157.92
3"	53.00	112.98	190.97	284.25	296.10
4"	79.50	181.46	314.30	473.75	493.50
6"	132.52	342.38	616.68	947.51	987.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.52	5.25	6.11	6.93	7.22
5,001 – 10,000 gallons	4.52	5.25	6.11	6.93	7.22
>10,000 gallons	4.52	5.25	6.11	6.93	7.22

Inside City (Commercial Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$12.37	\$14.38	\$16.71	\$18.95	\$19.74
3/4"	12.37	14.38	16.71	18.95	19.74
1"	14.12	18.93	24.93	31.58	32.90
1 ½"	15.91	28.30	44.30	63.17	65.80
2"	17.67	39.26	67.37	101.07	105.28
3"	35.34	75.32	127.31	189.50	197.40
4"	53.00	120.97	209.53	315.83	329.00
6"	88.35	228.25	411.12	631.67	658.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	3.01	3.50	4.07	4.62	4.81
5,001 – 10,000 gallons	3.01	3.50	4.07	4.62	4.81
>10,000 gallons	3.01	3.50	4.07	4.62	4.81

Outside City (Commercial Irrigation)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$18.55	\$21.57	\$25.07	\$28.43	\$29.61
3/4"	18.55	21.57	25.07	28.43	29.61
1"	21.18	28.40	37.40	47.37	49.35
1 ½"	23.86	42.45	66.45	94.76	98.70
2"	26.50	58.89	101.06	151.61	157.92
3"	53.00	112.98	190.97	284.25	296.10
4"	79.50	181.46	314.30	473.75	493.50
6"	132.52	342.38	616.68	947.51	987.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.52	5.25	6.11	6.93	7.22
5,001 – 10,000 gallons	4.52	5.25	6.11	6.93	7.22
>10,000 gallons	4.52	5.25	6.11	6.93	7.22

Treated Water Rates for Mandeville Service Area Commercial Customers

Inside City (Mandeville Water Supply Corporation - Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.00	\$14.38	\$16.71	\$18.95	\$19.74
3/4"	10.00	14.38	16.71	18.95	19.74
1"	10.00	18.93	24.93	31.58	32.90
1 1/2"	10.00	28.30	44.30	63.17	65.80
2"	10.00	39.26	67.37	101.07	105.28
3"	10.00	75.32	127.31	189.50	197.40
4"	10.00	120.97	209.53	315.83	329.00
6"	10.00	228.25	411.12	631.67	658.00
Volume charge per 1,000 gallons					
0 – 1,000 gallons	\$-	\$-	\$-	\$-	\$-
1,000 – 2,000 gallons	3.00	-	-	-	-
2,001 – 5,000 gallons	3.00	3.50	4.07	4.62	4.81
5,001 – 10,000 gallons	2.50	3.50	4.07	4.62	4.81
>10,000 gallons	1.75	3.50	4.07	4.62	4.81

Outside City (Mandeville Water Supply Corporation - Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$10.00	\$21.57	\$25.07	\$28.43	\$29.61
3/4"	10.00	21.57	25.07	28.43	29.61
1"	10.00	28.40	37.40	47.37	49.35
1 1/2"	10.00	42.45	66.45	94.76	98.70
2"	10.00	58.89	101.06	151.61	157.92
3"	10.00	112.98	190.97	284.25	296.10
4"	10.00	181.46	314.30	473.75	493.50
6"	10.00	342.38	616.68	947.51	987.00
Volume charge per 1,000 gallons					
0 – 1,000 gallons	\$-	\$-	\$-	\$-	\$-
1,000 – 2,000 gallons	3.00	-	-	-	-
2,001 – 5,000 gallons	3.00	5.25	6.11	6.93	7.22
5,001 – 10,000 gallons	2.50	5.25	6.11	6.93	7.22
>10,000 gallons	1.75	5.25	6.11	6.93	7.22

Treated Water Rates for Union Service Area Commercial Customers

Inside City (Union Water Supply Corporation - Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$16.80	\$16.80	\$18.95	\$19.74
3/4"	16.80	16.80	16.80	18.95	19.74
1"	16.80	18.93	24.93	31.58	32.90
1 ½"	16.80	28.30	44.30	63.17	65.80
2"	16.80	39.26	67.37	101.07	105.28
3"	16.80	75.32	127.31	189.50	197.40
4"	16.80	120.97	209.53	315.83	329.00
6"	16.80	228.25	411.12	631.67	658.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	4.00	4.07	4.62	4.81
5,001 – 10,000 gallons	4.00	4.00	4.07	4.62	4.81
>10,000 gallons	4.00	4.00	4.07	4.62	4.81

Outside City (Union Water Supply Corporation - Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge					
5/8"	\$16.80	\$21.57	\$25.07	\$28.43	\$29.61
3/4"	16.80	21.57	25.07	28.43	29.61
1"	16.80	28.40	37.40	47.37	49.35
1 ½"	16.80	42.45	66.45	94.76	98.70
2"	16.80	58.89	101.06	151.61	157.92
3"	16.80	112.98	190.97	284.25	296.10
4"	16.80	181.46	314.30	473.75	493.50
6"	16.80	342.38	616.68	947.51	987.00
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 5,000 gallons	4.00	5.25	6.11	6.93	7.22
5,001 – 10,000 gallons	4.00	5.25	6.11	6.93	7.22
>10,000 gallons	4.00	5.25	6.11	6.93	7.22

Section 3. The chart contained in Section 26-29(a)(1) is deleted and replaced with the following:

Sewer Rates for City of Texarkana, Arkansas, Residential Customers

Inside City Residential (Excluding Multiple Family Residential)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge	\$12.79	\$14.87	\$17.28	\$19.60	\$20.41
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 15,000 gallons	4.60	\$5.34	\$6.21	\$7.04	\$7.33
>15,000 gallons	-	-	-	-	-

Multiple Family Residential

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge	\$11.79	\$13.70	\$15.93	\$18.06	\$18.81
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
2,001 – 15,000 gallons	4.24	4.92	5.72	6.49	6.76
>15,000 gallons	-	-	-	-	-

And, further, the chart contained in Section 26-29(2) is deleted and replaced with the following:

Sewer Rates for City of Texarkana, Arkansas Commercial Customers

Inside City Commercial (Excluding Multiple Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge	\$12.79	\$14.87	\$17.28	\$19.60	\$20.41
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
> 2,000 gallons	5.36	\$6.24	\$7.25	\$8.22	\$8.56

Outside City Commercial (Excluding Multiple Commercial)

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge	\$19.19	\$22.30	\$25.92	\$29.39	\$30.62
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
> 2,000 gallons	8.05	\$9.35	\$10.87	\$12.33	\$12.84

Sewer Rates for City of Texarkana, Arkansas

Multiple Commercial Customers

	Through September 2022	Beginning October 2022	Beginning October 2023	Beginning October 2024	Beginning October 2025
Minimum charge	\$ 11.79	\$13.70	\$15.93	\$18.06	\$18.81
Volume charge per 1,000 gallons					
0 – 2,000 gallons	\$-	\$-	\$-	\$-	\$-
> 2,000 gallons	4.94	5.75	6.68	7.57	7.89

Section 4. Section 26-34 of the *Code* is hereby deleted and restated as follows:

Section 26-34 – Rate Adjustments. On the first day of January of each year, beginning January 1, 2026, the water and sewer rates then in effect will be adjusted in an amount 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 previously occurring January 1. This change will affect all minimum charges, volume charges, unmetered rates, and wholesale water rates. Notwithstanding the foregoing, in no event shall this provision operate to decrease any water or sewer rate.

Section 5. Except as specifically set forth above, the *Code* remains unmodified and in full force and effect.

PASSED AND APPROVED this 1st day of August, 2022.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney

Attachment A
Treated Water Rates for
City of Texarkana, Arkansas Residential Customers

Inside City (Residential)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge				
	5/8"	\$12.64	\$14.69	\$16.66	\$17.35
	3/4"	12.64	14.69	16.66	17.35
	1"	15.45	21.22	27.77	28.92
	1 1/2"	22.47	37.54	55.53	57.83
	2"	30.90	57.13	88.85	92.53
	3"	50.56	102.83	166.60	173.50
	4"	78.65	168.12	277.67	289.17
	6"	148.87	331.34	555.33	578.33
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 5,000 gallons	4.68	5.44	6.17	6.43
	5,001 – 10,000 gallons	4.68	6.12	7.71	8.04
	>10,000 gallons	4.68	6.89	9.64	10.05

Outside City (Residential)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge				
	5/8"	\$18.96	\$22.04	\$24.99	\$26.03
	3/4"	18.96	22.04	24.99	26.03
	1"	23.18	31.83	41.66	43.38
	1 1/2"	33.71	56.31	83.30	86.75
	2"	46.35	85.70	133.28	138.80
	3"	75.84	154.25	249.90	260.25
	4"	117.98	252.18	416.51	433.76
	6"	223.31	497.01	833.00	867.50
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 5,000 gallons	7.02	8.16	9.26	9.65
	5,001 – 10,000 gallons	7.02	9.18	11.57	12.06
	>10,000 gallons	7.02	10.34	14.46	15.08

Inside City (Residential Irrigation)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge				
	5/8"	\$12.64	\$14.69	\$16.66	\$17.35
	3/4"	12.64	14.69	16.66	17.35
	1"	15.45	21.22	27.77	28.92
	1 1/2"	22.47	37.54	55.53	57.83
	2"	30.90	57.13	88.85	92.53
	3"	50.56	102.83	166.60	173.50
	4"	78.65	168.12	277.67	289.17
	6"	148.87	331.34	555.33	578.33
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 5,000 gallons	4.68	5.44	6.17	6.43
	5,001 – 10,000 gallons	4.68	6.12	7.71	8.04
	>10,000 gallons	4.68	6.89	9.64	10.05

Outside City (Residential Irrigation)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge				
	5/8"	\$18.96	\$22.04	\$24.99	\$26.03
	3/4"	18.96	22.04	24.99	26.03
	1"	23.18	31.83	41.66	43.38
	1 1/2"	33.71	56.31	83.30	86.75
	2"	46.35	85.70	133.28	138.80
	3"	75.84	154.25	249.90	260.25
	4"	117.98	252.18	416.51	433.76
	6"	223.31	497.01	833.00	867.50
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 5,000 gallons	7.02	8.16	9.26	9.65
	5,001 – 10,000 gallons	7.02	9.18	11.57	12.06
	>10,000 gallons	7.02	10.34	14.46	15.08

**Attachment B
Treated Water Rates for
Mandeville Service Area Residential Customers**

Inside City (Mandeville Water Supply Corporation – Residential)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge				
	5/8"	\$12.64	\$14.69	\$16.66	\$17.35
	3/4"	12.64	14.69	16.66	17.35
	1"	15.45	21.22	27.77	28.92
	1 ½"	22.47	37.54	55.53	57.83
	2"	30.90	57.13	88.85	92.53
	3"	50.56	102.83	166.60	173.50
	4"	78.65	168.12	277.67	289.17
	6"	148.87	331.34	555.33	578.33
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 5,000 gallons	4.68	5.44	6.17	6.43
	5,001 – 10,000 gallons	4.68	6.12	7.71	8.04
	>10,000 gallons	4.68	6.89	9.64	10.05

Outside City (Mandeville Water Supply Corporation – Residential)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge				
	5/8"	\$18.96	\$22.04	\$24.99	\$26.03
	3/4"	18.96	22.04	24.99	26.03
	1"	23.18	31.83	41.66	43.38
	1 ½"	33.71	56.31	83.30	86.75
	2"	46.35	85.70	133.28	138.80
	3"	75.84	154.25	249.90	260.25
	4"	117.98	252.18	416.51	433.76
	6"	223.31	497.01	833.00	867.50
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 5,000 gallons	7.02	8.16	9.26	9.65
	5,001 – 10,000 gallons	7.02	9.18	11.57	12.06
	>10,000 gallons	7.02	10.34	14.46	15.08

Inside City (Mandeville Water Supply Corporation – Residential Irrigation)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge				
	5/8"	\$12.64	\$14.69	\$16.66	\$17.35
	3/4"	12.64	14.69	16.66	17.35
	1"	15.45	21.22	27.77	28.92
	1 1/2"	22.47	37.54	55.53	57.83
	2"	30.90	57.13	88.85	92.53
	3"	50.56	102.83	166.60	173.50
	4"	78.65	168.12	277.67	289.17
	6"	148.87	331.34	555.33	578.33
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 5,000 gallons	4.68	5.44	6.17	6.43
	5,001 – 10,000 gallons	4.68	6.12	7.71	8.04
	>10,000 gallons	4.68	6.89	9.64	10.05

**Attachment C
Treated Water Rates for
Union Service Area Residential Customers**

Inside City (Union Water Supply Corporation - Residential)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge				
	5/8"	\$16.80	\$16.80	\$16.80	\$17.35
	3/4"	16.80	16.80	16.80	17.35
	1"	16.80	21.22	27.77	28.92
	1 1/2"	22.47	37.54	55.53	57.83
	2"	30.90	57.13	88.85	92.53
	3"	50.56	102.83	166.60	173.50
	4"	78.65	168.12	277.67	289.17
	6"	148.87	331.34	555.33	578.33
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 5,000 gallons	4.00	5.44	6.17	6.43
	5,001 – 10,000 gallons	4.00	6.12	7.71	8.04
	>10,000 gallons	4.00	6.89	9.64	10.05

Outside City (Union Water Supply Corporation - Residential)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge				
	5/8"	\$18.96	\$22.04	\$24.99	\$26.03
	3/4"	18.96	22.04	24.99	26.03
	1"	23.18	31.83	41.66	43.38
	1 1/2"	33.71	56.31	83.30	86.75
	2"	46.35	85.70	133.28	138.80
	3"	75.84	154.25	249.90	260.25
	4"	117.98	252.18	416.51	433.76
	6"	223.31	497.01	833.00	867.50
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 5,000 gallons	7.02	8.16	9.26	9.65
	5,001 – 10,000 gallons	7.02	9.18	11.57	12.06
	>10,000 gallons	7.02	10.34	14.46	15.08

Inside City (Union Water Supply Corporation - Residential Irrigation)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge				
	5/8"	\$16.80	\$16.80	\$16.80	\$17.35
	3/4"	16.80	16.80	16.80	17.35
	1"	16.80	21.22	27.77	28.92
	1 1/2"	22.47	37.54	55.53	57.83
	2"	30.90	57.13	88.85	92.53
	3"	50.56	102.83	166.60	173.50
	4"	78.65	168.12	277.67	289.17
	6"	148.87	331.34	555.33	578.33
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 5,000 gallons	4.68	5.44	6.17	6.43
	5,001 – 10,000 gallons	4.68	6.12	7.71	8.04
	>10,000 gallons	4.68	6.89	9.64	10.05

Outside City (Union Water Supply Corporation - Residential Irrigation)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge				
	5/8"	\$18.96	\$22.04	\$24.99	\$26.03
	3/4"	18.96	22.04	24.99	26.03
	1"	23.18	31.83	41.66	43.38
	1 1/2"	33.71	56.31	83.30	86.75
	2"	46.35	85.70	133.28	138.80
	3"	75.84	154.25	249.90	260.25
	4"	117.98	252.18	416.51	433.76
	6"	223.31	497.01	833.00	867.50
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 5,000 gallons	7.02	8.16	9.26	9.65
	5,001 – 10,000 gallons	7.02	9.18	11.57	12.06
	>10,000 gallons	7.02	10.34	14.46	15.08

Attachment D
Treated Water Rates for
City of Texarkana, Arkansas Commercial Customers

Inside City (Commercial)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge				
	5/8"	\$14.38	\$16.71	\$18.95	\$19.74
	3/4"	14.38	16.71	18.95	19.74
	1"	18.93	24.93	31.58	32.90
	1 1/2"	28.30	44.30	63.17	65.80
	2"	39.26	67.37	101.07	105.28
	3"	75.32	127.31	189.50	197.40
	4"	120.97	209.53	315.83	329.00
	6"	228.25	411.12	631.67	658.00
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 5,000 gallons	3.50	4.07	4.62	4.81
	5,001 – 10,000 gallons	3.50	4.07	4.62	4.81
	>10,000 gallons	3.50	4.07	4.62	4.81

Outside City (Commercial)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge				
	5/8"	\$21.57	\$25.07	\$28.43	\$29.61
	3/4"	21.57	25.07	28.43	29.61
	1"	28.40	37.40	47.37	49.35
	1 1/2"	42.45	66.45	94.76	98.70
	2"	58.89	101.06	151.61	157.92
	3"	112.98	190.97	284.25	296.10
	4"	181.46	314.30	473.75	493.50
	6"	342.38	616.68	947.51	987.00
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 5,000 gallons	5.25	6.11	6.93	7.22
	5,001 – 10,000 gallons	5.25	6.11	6.93	7.22
	>10,000 gallons	5.25	6.11	6.93	7.22

Inside City (Commercial Irrigation)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge				
	5/8"	\$14.38	\$16.71	\$18.95	\$19.74
	3/4"	14.38	16.71	18.95	19.74
	1"	18.93	24.93	31.58	32.90
	1 1/2"	28.30	44.30	63.17	65.80
	2"	39.26	67.37	101.07	105.28
	3"	75.32	127.31	189.50	197.40
	4"	120.97	209.53	315.83	329.00
	6"	228.25	411.12	631.67	658.00
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 5,000 gallons	3.50	4.07	4.62	4.81
	5,001 – 10,000 gallons	3.50	4.07	4.62	4.81
	>10,000 gallons	3.50	4.07	4.62	4.81

Outside City (Commercial Irrigation)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge				
	5/8"	\$21.57	\$25.07	\$28.43	\$29.61
	3/4"	21.57	25.07	28.43	29.61
	1"	28.40	37.40	47.37	49.35
	1 1/2"	42.45	66.45	94.76	98.70
	2"	58.89	101.06	151.61	157.92
	3"	112.98	190.97	284.25	296.10
	4"	181.46	314.30	473.75	493.50
	6"	342.38	616.68	947.51	987.00
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 5,000 gallons	5.25	6.11	6.93	7.22
	5,001 – 10,000 gallons	5.25	6.11	6.93	7.22
	>10,000 gallons	5.25	6.11	6.93	7.22

**Attachment E
Treated Water Rates for
Mandeville Service Area Commercial Customers**

Inside City (Mandeville Water Supply Corporation – Commercial)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge				
	5/8"	\$14.38	\$16.71	\$18.95	\$19.74
	3/4"	14.38	16.71	18.95	19.74
	1"	18.93	24.93	31.58	32.90
	1 ½"	28.30	44.30	63.17	65.80
	2"	39.26	67.37	101.07	105.28
	3"	75.32	127.31	189.50	197.40
	4"	120.97	209.53	315.83	329.00
	6"	228.25	411.12	631.67	658.00
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 5,000 gallons	3.50	4.07	4.62	4.81
	5,001 – 10,000 gallons	3.50	4.07	4.62	4.81
	>10,000 gallons	3.50	4.07	4.62	4.81

Outside City (Mandeville Water Supply Corporation – Commercial)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge				
	5/8"	\$21.57	\$25.07	\$28.43	\$29.61
	3/4"	21.57	25.07	28.43	29.61
	1"	28.40	37.40	47.37	49.35
	1 ½"	42.45	66.45	94.76	98.70
	2"	58.89	101.06	151.61	157.92
	3"	112.98	190.97	284.25	296.10
	4"	181.46	314.30	473.75	493.50
	6"	342.38	616.68	947.51	987.00
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 5,000 gallons	5.25	6.11	6.93	7.22
	5,001 – 10,000 gallons	5.25	6.11	6.93	7.22
	>10,000 gallons	5.25	6.11	6.93	7.22

**Attachment F
Treated Water Rates for
Union Service Area Commercial Customers**

Inside City (Union Water Supply Corporation – Commercial)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge				
	5/8"	\$16.80	\$16.80	\$18.95	\$19.74
	3/4"	16.80	16.80	18.95	19.74
	1"	18.93	24.93	31.58	32.90
	1 ½"	28.30	44.30	63.17	65.80
	2"	39.26	67.37	101.07	105.28
	3"	75.32	127.31	189.50	197.40
	4"	120.97	209.53	315.83	329.00
	6"	228.25	411.12	631.67	658.00
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 5,000 gallons	4.00	4.07	4.62	4.81
	5,001 – 10,000 gallons	4.00	4.07	4.62	4.81
	>10,000 gallons	4.00	4.07	4.62	4.81

Outside City (Union Water Supply Corporation – Commercial)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge				
	5/8"	\$21.57	\$25.07	\$28.43	\$29.61
	3/4"	21.57	25.07	28.43	29.61
	1"	28.40	37.40	47.37	49.35
	1 ½"	42.45	66.45	94.76	98.70
	2"	58.89	101.06	151.61	157.92
	3"	112.98	190.97	284.25	296.10
	4"	181.46	314.30	473.75	493.50
	6"	342.38	616.68	947.51	987.00
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 5,000 gallons	5.25	6.11	6.93	7.22
	5,001 – 10,000 gallons	5.25	6.11	6.93	7.22
	>10,000 gallons	5.25	6.11	6.93	7.22

**Attachment G
Sewer Rates for
City of Texarkana, Arkansas Residential Customers**

Inside City (Residential – Excluding Multiple Family)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge	\$14.87	\$17.28	\$19.60	\$20.41
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 15,000 gallons	\$5.34	\$6.21	\$7.04	\$7.33
	>15,000 gallons	-	-	-	-

**Attachment H
Sewer Rates for
City of Texarkana, Arkansas Commercial Customers**

Inside City (Commercial – Excluding Multiple)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge	\$14.87	\$17.28	\$19.60	\$20.41
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	> 2,000 gallons	\$6.24	\$7.25	\$8.22	\$8.56

Outside City (Commercial – Excluding Multiple)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge	\$22.30	\$25.92	\$29.39	\$30.62
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	> 2,000 gallons	\$9.35	\$10.87	\$12.33	\$12.84

**Attachment I
Sewer Rates for
City of Texarkana, Arkansas
Multi-Residential and Multi-Commercial Customers**

Multi-Family (Residential)

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge	\$13.70	\$15.93	\$18.06	\$18.81
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	2,001 – 15,000 gallons	4.92	5.72	6.49	6.76
	>15,000 gallons	-	-	-	-

Multi-Commercial

		October 2022	October 2023	October 2024	October 2025
[a.]	Minimum charge	\$13.70	\$15.93	\$18.06	\$18.81
[b.]	Volume charge per 1,000 gallons				
	0 – 2,000 gallons	\$-	\$-	\$-	\$-
	> 2,000 gallons	5.75	6.68	7.57	7.89

SAMPLE RESIDENTIAL 5/8" BILL - ARKANSAS

2,000 GALLONS

	Current	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Water	\$12.27	\$14.04	\$16.09	\$18.06	\$18.75	\$19.53	\$20.34	\$21.19	\$22.08	\$23.01	\$23.98
Sewer	13.79	15.87	18.28	20.60	21.41	22.33	23.28	24.28	25.32	26.41	27.55
Garbage	23.33	23.33	23.33	23.33	23.33	23.33	23.33	23.33	23.33	23.33	23.33
Tax	3.46	3.64	3.86	4.06	4.13	4.21	4.29	4.38	4.47	4.56	4.66
Total	\$52.85	\$56.88	\$61.56	\$66.05	\$67.62	\$69.40	\$71.24	\$73.18	\$75.20	\$77.31	\$79.52
Variance (\$)		\$4.03	\$4.68	\$4.49	\$1.57	\$1.78	\$1.84	\$1.94	\$2.02	\$2.11	\$2.21

Notes:

- [1] Tax is only charged on water and garbage at 10.25%.
- [2] Bills for FY 2027 and beyond are projected based on a 4.48% CPI inflation factor
- [3] Includes Infrastructure and Service Fees

SAMPLE RESIDENTIAL 5/8" BILL - ARKANSAS

5,000 GALLONS

	Current	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Water	\$24.35	\$28.08	\$32.41	\$36.57	\$38.04	\$39.69	\$41.40	\$43.18	\$45.06	\$47.01	\$49.06
Sewer	27.58	31.89	36.90	41.72	43.41	45.31	47.29	49.37	51.53	53.79	56.16
Garbage	23.33	23.33	23.33	23.33	23.33	23.33	23.33	23.33	23.33	23.33	23.33
Tax	4.70	5.08	5.53	5.95	6.10	6.27	6.45	6.63	6.82	7.02	7.23
Total	\$79.96	\$88.38	\$98.17	\$107.57	\$110.88	\$114.60	\$118.47	\$122.51	\$126.74	\$131.15	\$135.78
Variance (\$)		\$8.42	\$9.79	\$9.40	\$3.31	\$3.72	\$3.87	\$4.04	\$4.23	\$4.41	\$4.63

Notes:

- [1] Tax is only charged on water and garbage at 10.25%.
- [2] Bills for FY 2027 and beyond are projected based on a 4.48% CPI inflation factor
- [3] Includes Infrastructure and Service Fees

MILLWOOD WATER TREATMENT PLANT	
Item	Project Name
1	Valve Replacement Filters 1, 2, 3, 4, 7, & 8
2	SCADA Upgrade
3	Settling Basins Floor Liners
4	High & Low Service Pumps Repair/Rebuild
5	Sludge Pond Cleaning
6	Clearwell Baffeling
7	Upgrade Water Treatment Plant from 15 MGD to 35 MGD
8	Add VFD's to Low Service Pumps
WRIGHT PATMAN WATER TREATMENT PLANT	
1	Line Settling Basins
2	SCADA Upgrade
3	Replace Influent Valves and Actuators
4	Parking Lot/Road Repair
5	New Boston Booster Station VFD
6	Install Vents in Both 3.0 MG Clearwells
7	Repair Outside of GST's - Member Cities
8	High & Low Service Pumps Repair/Rebuild
9	Replace/Repair Electrical at WTP
10	Replace Chemical Tanks
11	Enclose the Drainage Ditch
12	Clearwell Baffeling
13	TxDot Hwy 82 Widening from US 259 to IH 30 - Relocate WL as needed
NORTH TEXARKANA WASTEWATER TREATMENT PLANT	
1	Paint Exposed Metal
2	Pump/Motor/VFD Replacements
3	Driveway & Parking Lot Repairs
4	North Texarkana WWTP Expansion
SOUTH REGIONAL WASTEWATER TREATMENT PLANT	
1	Pump/Motor/VFD Replacements
2	Plant Wireless SCADA & PLC Replacement
3	Building Roof Repairs
4	Rebuild Pumps
5	800 FC Gate Replacement
6	Boiler, Blower, & Centrifuge Rebuilds
7	Belt Press Refurbish
8	Painting Exposed Metals
9	Digester Cleaning x 4
10	Equalization Basin Cleaning
COMPOSTING	
1	Operations Building
2	New Grinder
3	New Concrete Pads
4	Miscellaneous Equipment Repair/Replacement

WATER & SEWER PROJECTS TEXARKANA, ARKANSAS	
Item	Project Name
1	Loop Dead End Mains
2	Hydraulic Water Analysis/Master Plan
3	Automatic Metering System
4	New 500,000 Gallon ET to replace Lakewood Standpipe
5	Chloramine Boost Sta at Lwd Standpipe w/Tideflex system
6	Chlorine Conversion Project
7	Water System Improvements
8	Extend sewer to structures not served
9	Install New Manholes where required
10	Install emergency generators at lift stations
11	Hydraulic Analysis - Sewer Master Plan
12	Sewer System Improvements
13	Tennessee Road Sewer Extension
14	Construction cost to identify Lead & Galvanized water services
15	Construction cost to replace Lead & Galvanized Water Services
16	New Building at Operations
17	Wash Bay for shop & operations.
18	Paint Existing building operations & remodel crew building
19	I/I building for CCTV Van & Equipment.
20	30' X 35' Awning over shop bay doors.
21	Repair & Seal shop floors.
22	Repair Roof and update shop offices.
23	Replace deteriorated water mains
24	Replace water mains under 6"
25	Replace 12" with 24" along Loop 245 from Hwy 82 to B. Sta - 8,200' of 24"
26	Replace AC Water Mains
27	Sugarhill Rd - Replace section of 16" Water Main
28	N. Stateline - Replace section of 36" Water Main
29	Nix Creek Sewer Trunk Main Improvements
30	Replace/Line Existing Manholes
31	Replace Deteriorated sewer mains
32	Porter Street Sewer Improvements
33	New 12" WL from Boyd Rd to Hwy 237 past Old Blackmanferry
34	Replace 2" & 3" with 6" along Dooley Ferry Road



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance to rezone a tract of land located at 4800 Parker Lane from R-1 Rural residential to A-1 Mixed use rural zoning in order to build a second home on a 10-acre parcel. (Ward 6) (PWD-Planning) City Planner Mary Beck

AGENDA DATE: 08/01/2022

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Public Works/Planning

PREPARED BY: Mary Beck

REQUEST: Adopt an ordinance to rezone a tract of land from R-1 Rural residential to A-1 Mixed use rural zoning in order to build a second home on a 10-acre parcel.

EMERGENCY CLAUSE: None requested.

SUMMARY: The Planning Commission recommends rezoning the property to A-1.

EXPENSE REQUIRED: 0

AMOUNT BUDGETED: 0

**APPROPRIATION
REQUIRED:** 0

**RECOMMENDED
ACTION:** Adopt an ordinance to rezone property in order to construct a home for extended family.

EXHIBITS: Ordinance, Memo to City Manager, sales contract, survey drawing, legal description, snip from comprehensive plan map showing noise contour, location 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 from R-1 Rural residential to A-1 Mixed use rural zoning:

All that certain tract or parcel of land being 10.000 acres in the SW 1/4 of the NW 1/4 of Section Eleven (11), Township Fifteen (15) South, Range Twenty-eight (28) West, Miller County, Arkansas, and the subject tract of land being more particularly described by metes and bounds as follows:

Commencing at a 5/8" iron pin found for corner at the Southwest corner of the SW 1/4 of the NW 1/4 of Section 11, Township 15 South, Range 28 West, Miller County, Arkansas;

THENCE: N 00°55'18" W, 344.85 feet with the West line of the SW 1/4 of the NW 1/4 of said Section 11 to a 1/2" iron pin set for corner and being the Point of Beginning for the herein described tract of land;

THENCE: N 00°55'18" W, 468.34 feet with the West line of the SW 1/4 of the NW 1/4 of said Section 11 to a 1/2" iron pin set for corner;

THENCE: N 89°04'42" E, 450.24 feet to a fence corner post for corner;

THENCE: S 87°44'09" E, 573.77 feet with a fence line and extension of same to a 1/2" iron pin set to corner;

THENCE: S 01°12'11" E, 368.99 feet to a 1/2" iron pin set for corner;

THENCE: S 85°18'45" W, 1027.15 feet to the Point of Beginning and containing 10.000 acres of land, more or less.

Together with a 30.00-foot Access Easement to provide access to a street known as Parker Lane and being described as follows:

All that certain tract or parcel of land being a part of the SW 1/4 of the NW 1/4 and a part of the NW 1/4 of the SW 2/5 of Section Eleven (11), Township Fifteen (15) South, Range Twenty-eight (28) West, Miller County, Arkansas, and the subject tract of land being more particular described by metes and bounds as follows:

Beginning at a 5/8" iron pin found for corner at the Southwest corner of the SW 1/4 of the NW 1/4 of Section 11, Township 15 South, Range 28 West, Miller County, Arkansas;

THENCE: N 00°55'18" W, 344.85 feet with the West of the line of the SW 1/4 of the NW 1/4 of said Section 11 to a 1/2" iron pin set for corner;

THENCE: N 85°18'45" E, 30.06 feet to a point for corner;

THENCE: S 00°55'18" E, 346.63 feet to an angle point;

THENCE: S 01°38'47" E, 514.40 feet to a point for corner;

THENCE: S 88°32'08" W, 30.00 feet to a point for corner on the West line of the NW 1/4 of the SW 1/4 of said Section 11;

THENCE: N 01°38'47" W, 514.49 feet with the West line of the NW 1/4 of the SW 1/4 of said Section 11 to the Point of Beginning and containing 0.592 acres of land, more or less.

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 R-1 Rural residential to A-1 Mixed use rural zoning. This is solely a rezoning and no other action, conveyance, or release of interest.

PASSED AND APPROVED this 1st day of August, 2022.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

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 13, 2022
SUBJECT: Board of Directors Agenda item for August 1, 2022 – Rezoning recommendation – Request by Brian L. Glenn, 5604 Forest Bend Ln., Texarkana, AR 71854-8284 to rezone from R-1 Rural residential to A-1 Mixed use rural zoning.

LEGAL DESCRIPTION:

A PT of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 11 Township 15S Range 28W, Texarkana, Miller County, Arkansas and contains 10.4043 acres more or less and is located at 4800 Parker Lane.

REASON FOR REQUEST:

The applicant wishes to construct a second home for extended family and A-1 zone offers that option without subdividing the parcel.

EXISTING LAND USES:

Site: Single-family dwelling with pool house
North: Vacant
East: Vacant
South: Vacant
West: Vacant

EXISTING ZONING:

Site: R-1 Rural residential
North: R-1 Rural residential
South: R-1 Rural residential
East: R-1 Rural residential
West: R-1 Rural residential



www.cityoftexarkanaar.com

COMPATIBILITY WITH EXISTING ZONING:

The long-term comprehensive plan of 1988 does not show zoning recommendations or land usage for this area. It is within the boundary of a noise contour for the airport and is located northeast of a runway. Located on the end of Parker Lane, a small local road, it lines up with Rondo Road to the south before Rondo Road turns to cross rail lines. This parcel is set totally within R-1 Rural residential zoning and has no other development nearby nor is it served by City water or City sewer. Unless infrastructure becomes available land use is very limited at this location.

Tyler Brown, Texarkana Airport Real estate manager spoke at the meeting. He stated he was not opposed to the rezoning. But, he explained the location is within the noise contour of the airport. Also, he said the airport is currently working on a plan for future development and one of the things that will be considered will be expansion of runways and the north runway could be expanded in the future. He stated that may never happen, but if it happens, it is possible the airport would be required to acquire the property at fair market value depending on the distance involved from the runway. Mr. Glenn said he understood what Mr. Brown said, that he had no problem with noise of planes and realized there is a possibility of airport expansion in the future that cannot now be determined whether or not that will occur. No other conflicts are anticipated.

UTILITIES & TRANSPORTATION NETWORK:

Local : Parker Lane

Collector: None

Arterial: None

Water: Well water serves this property

Sewer: A septic system meeting standards of the Miller County Health department and Arkansas State Statutes serves the existing residence.

Fire hydrant: Located on Parker Lane approximately 1375' south of the property.

CONFORMANCE WITH APPLICABLE ORDINANCES AND/OR STATE STATUTES:

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

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

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

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

(3) Following it 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 26th, 2022 edition of the Texarkana Gazette. Letters were mailed to eight (8) adjacent property owners within 300' as required by local ordinance.

OPPOSITION:

None received to date.

PLANNING COMMISSION CERTIFICATION:

The Planning Commission met on July 12, 2022 to review this request. On a motion to approve by Mr. Clyde (Boots) Thomas, seconded by Ms. Bertha Dunn, the motion passed. A roll call vote was 4-0 as three commissioners were absent.

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

ACTION REQUESTED BY CITY BOARD OF DIRECTORS:

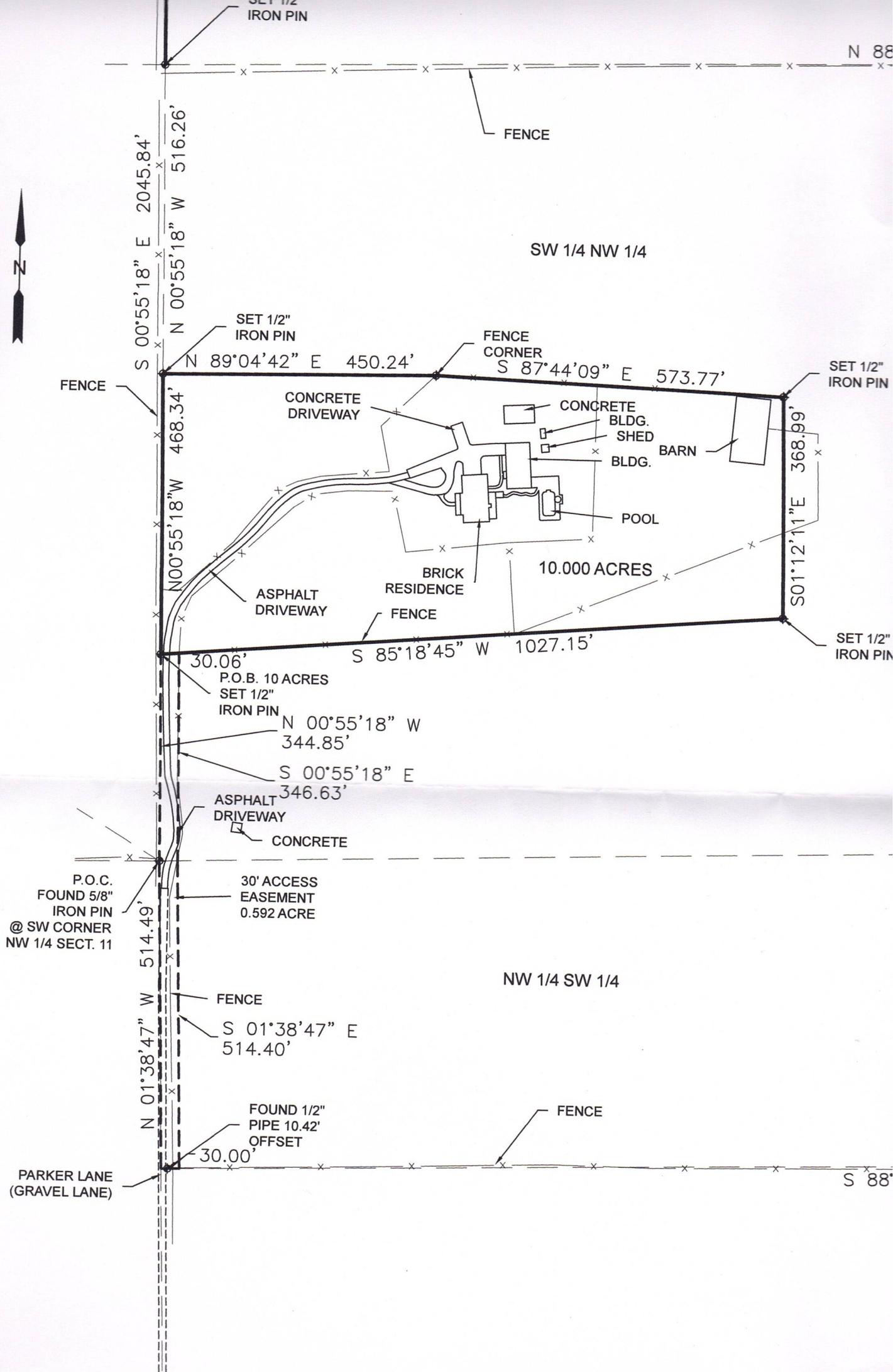
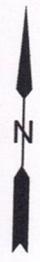
To adopt an ordinance to change zoning from R-1 Rural residential to A-1 Mixed use rural residential. The Arkansas Code of 1987 Annotated requires every ordinance to be read three times before adoption. These three readings may all occur at the same meeting or at the second and third subsequent meetings after the first reading of the ordinance.



Explore and Enjoy Our Heritage

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BASIS OF BEARINGS IS ASSUMED NORTH



SET 1/2" IRON PIN

N 88°

S 00°55'18" E 2045.84'
N 00°55'18" W 516.26'

FENCE

SW 1/4 NW 1/4

FENCE

SET 1/2" IRON PIN
N 89°04'42" E 450.24'

FENCE CORNER

S 87°44'09" E 573.77'

SET 1/2" IRON PIN

CONCRETE DRIVEWAY

CONCRETE BLDG. SHED
BLDG. BARN

POOL

BRICK RESIDENCE

10.000 ACRES

ASPHALT DRIVEWAY

FENCE

S 01°12'11" E 368.99'

SET 1/2" IRON PIN

S 85°18'45" W 1027.15'

30.06'
P.O.B. 10 ACRES
SET 1/2" IRON PIN

N 00°55'18" W 344.85'

S 00°55'18" E 346.63'

ASPHALT DRIVEWAY

CONCRETE

P.O.C. FOUND 5/8" IRON PIN @ SW CORNER NW 1/4 SECT. 11

30' ACCESS EASEMENT 0.592 ACRE

N 01°38'47" W 514.49'

FENCE

S 01°38'47" E 514.40'

NW 1/4 SW 1/4

FOUND 1/2" PIPE 10.42' OFFSET

30.00'

FENCE

PARKER LANE (GRAVEL LANE)

S 88°

Description of Property:

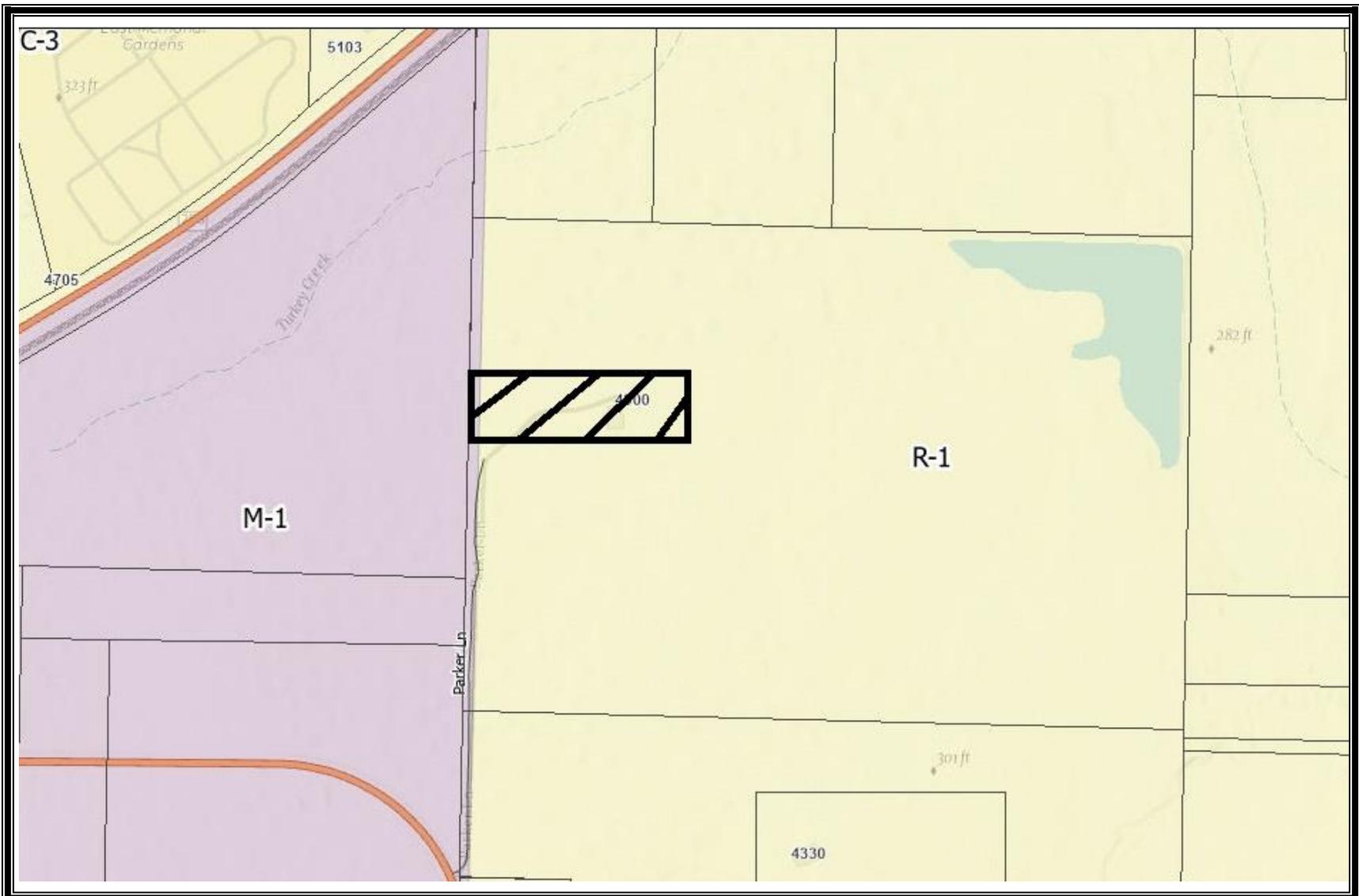
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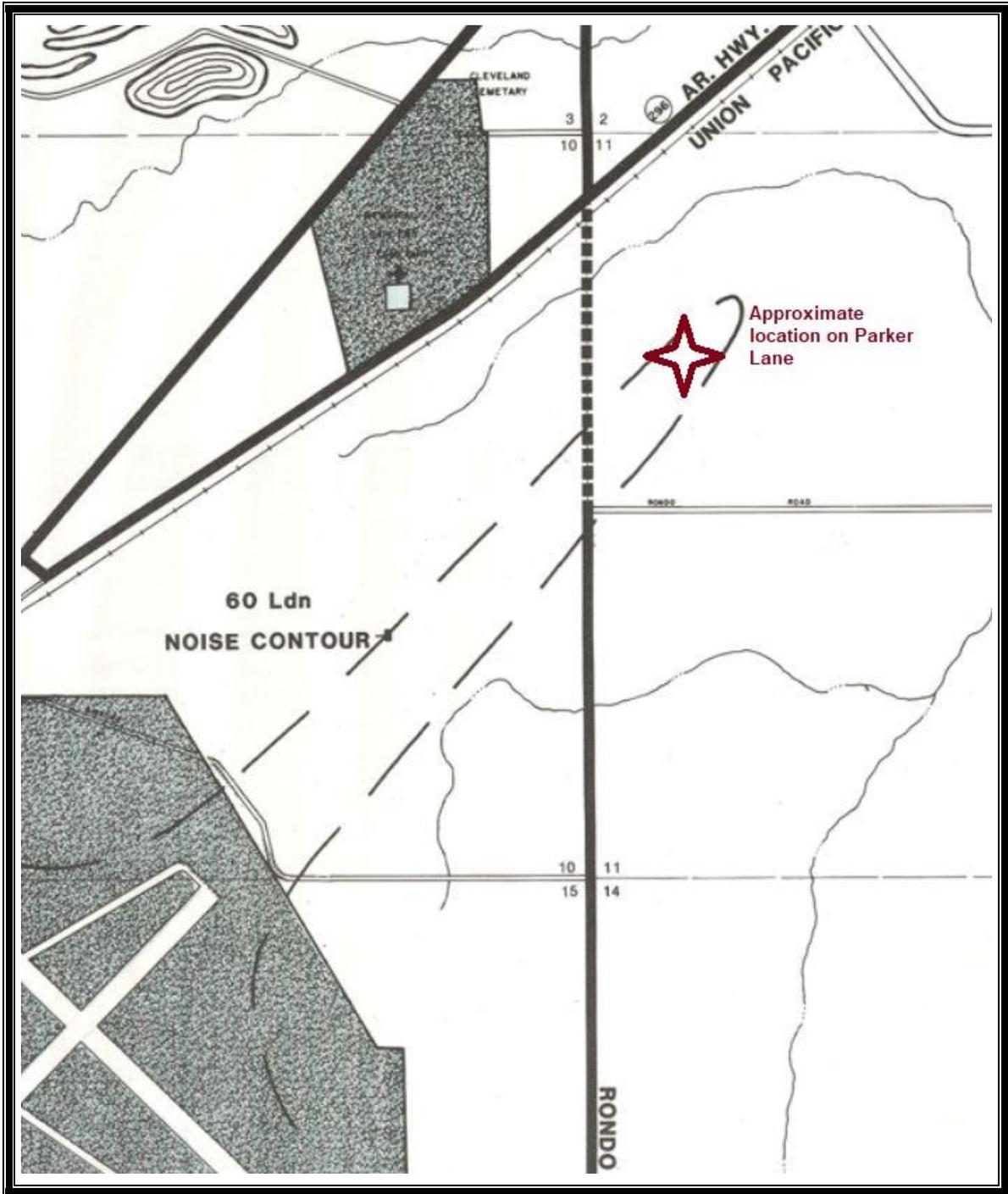
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Planning Commission review

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



Noise contour

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

Real Estate Contract (Residential)

Page 2 of 12



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Association

FORM SERIAL NUMBER: 049889-700165-6092356

3. PURCHASE PRICE: (continued from Page 1)

IF LOAN TYPE IS VA, I ACKNOWLEDGE THE FOLLOWING "VA NOTICE TO BUYER:"

It is expressly agreed, notwithstanding any other provisions of this Real Estate Contract, Buyer shall not incur any penalty by forfeiture of Earnest Money or otherwise be obligated to complete this purchase of the Property described herein, if the Real Estate Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. Buyer shall, however, have the privilege and option of consummating this Real Estate Contract without regard to the amount of the reasonable value of the Property established by the Department of Veterans Affairs. If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by the Department of Veterans Affairs, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the Department of Veterans Affairs and which Buyer represents will not be from borrowed funds. If Department of Veteran's Affairs reasonable value of the Property is less than the Purchase Price, Seller may reduce the Purchase Price to an amount equal to the Department of Veterans Affairs reasonable value and the parties to the sale shall close at such lower Purchase Price with appropriate adjustments to Paragraph 3 above.

IF LOAN TYPE IS FHA, I ACKNOWLEDGE THE FOLLOWING "FHA NOTICE TO BUYER:"

It is expressly agreed, notwithstanding any other provisions of this Real Estate Contract, Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money Deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than \$_____. Buyer shall have the privilege and option of consummating this Real Estate Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

We hereby certify the terms and conditions of this Real Estate Contract are true to the best of our knowledge and belief and any other agreement entered into by any of the parties in connection with this real estate transaction is part of, or attached to, this Real Estate Contract.

**Buyer has received HUD/FHA's Form No. HUD-92564-CN,
"For Your Protection: Get a Home Inspection."**

Real Estate Contract

(Residential)



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Association

Page 3 of 12

FORM SERIAL NUMBER: **049889-700165-6092356**

4. AGENCY: (check all that apply)

- A. LISTING FIRM AND SELLING FIRM REPRESENT SELLER:** Buyer acknowledges Listing Firm and Selling Firm and all licensees associated with those entities are the agents of Seller and it is Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from Buyer, Selling Firm, which may be the same as Listing Firm, verbally disclosed that Selling Firm represents Seller.
- B. LISTING FIRM REPRESENTS SELLER AND SELLING FIRM REPRESENTS BUYER:** Buyer and Seller acknowledge Listing Firm is employed by Seller and Selling Firm is employed by Buyer. All licensees associated with Listing Firm are employed by, represent, and are responsible to Seller. All licensees associated with Selling Firm are employed by, represent, and are responsible to Buyer. Buyer acknowledges Selling Firm verbally disclosed Listing Firm represents Seller. Seller acknowledges Listing Firm verbally disclosed Selling Firm represents Buyer.
- C. LISTING FIRM AND SELLING FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND SELLER:** Seller and Buyer hereby acknowledge and agree Listing and Selling Firm are the same and all licensees associated with Listing and Selling Firm are representing both Buyer and Seller in the purchase and sale of the above referenced Property and Listing/Selling Firm has been and is now the agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to and hereby confirm their consent to agency representation of both parties. Further, Seller and Buyer agree:
- (i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Buyer and Seller agree Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price Buyer is willing to pay that is higher than that offered in writing.
 - (ii) by selecting this option 4C, Buyer and Seller acknowledge when Listing/Selling Firm represents both parties, a possible conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right to receive the undivided loyalty of Listing/Selling Firm.
 - (iii) to waive any claim now or hereafter arising out of any conflicts of interest from Listing/Selling Firm representing both parties. Buyer and Seller acknowledge Listing/Selling Firm verbally disclosed Listing/Selling Firm represents both parties in this transaction, and Buyer and Seller have given their written consent to this representation before entering into this Real Estate Contract.
- D. SELLING FIRM REPRESENTS BUYER (NO LISTING FIRM):** Seller acknowledges Selling Firm and all licensees associated with Selling Firm are the agents of Buyer and it is Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that at first contact, Selling Firm verbally disclosed that Selling Firm represents Buyer. Any reference to "Listing Firm" in this Real Estate Contract will be considered to mean Selling Firm, both Buyer and Seller acknowledging that all real estate agents (unless Seller is a licensed Real Estate Agent) involved in this Real Estate Contract only represent Buyer.
- E. NON-REPRESENTATION:** See attached Non-Representation Disclosure Addendum. If item E is checked it should be accompanied by a corresponding entry to Paragraph 35 B or C.

Page 3 of 12

Real Estate Contract (Residential)



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Page 4 of 12

FORM SERIAL NUMBER: **049889-700165-6092356**

5. LOAN AND CLOSING COSTS: Unless otherwise specified, all of Buyer's closing costs, including origination fees, assumption fees, loan costs, prepaid items, loan discount points, closing fee, and all other financing fees and costs charged by Buyer's creditor or any additional fees charged by Closing Agent(s), are to be paid solely by Buyer except for costs that cannot be paid by Buyer. If Buyer is obtaining a VA or FHA loan, the "Government Loan Fees" shall be paid by Seller, up to the sum of \$ 0.00 (the "Seller Loan Cost Limit"), which is not included in any loan or closing cost provisions listed below. Notwithstanding any provision to the contrary, should the Government Loan Fees exceed the Seller Loan Cost Limit, Seller shall have the option to either pay such excess amount or terminate this Real Estate Contract and have the Earnest Money returned to Buyer. Seller is to pay Seller's closing costs. N/A

Should Buyer be entitled to a credit at Closing for repairs pursuant to Paragraph 16 of this Real Estate Contract, the amount of such credit shall be reflected on the settlement statement(s). Buyer and Seller warrant all funds received by Buyer from Seller (or other sources) will be disclosed to the Closing Agent(s) and reflected on the settlement statement(s).

6. APPLICATION FOR FINANCING: If applicable, Buyer agrees to make a complete application for new loan or for loan assumption within five (5) business days from the acceptance date of this Real Estate Contract. In order to make a complete application as required by this Paragraph 6, Buyer agrees to provide creditor with any requested information and pay for any credit report(s) and appraisal(s) required upon request. Unless otherwise specified, if said loan is not consummated or assumed, Buyer agrees to pay for loan costs incurred, including appraisal(s) and credit report(s), unless failure to consummate is solely the result of Seller's breach of this Real Estate Contract, in which case such expenses will be paid by Seller. Buyer understands failure to make a complete loan application as defined above may constitute a breach of this Real Estate Contract.

7. EARNEST MONEY:

A. Yes, see Earnest Money Addendum.

B. No.

8. NON-REFUNDABLE DEPOSIT: The Non-Refundable Deposit (hereinafter referred to as the "Deposit") is funds tendered by Buyer to Seller to compensate Seller for liquidated damages that may be incurred by Seller resulting from Buyer failing to close on this Real Estate Contract. The liquidated damages shall include, but not be limited to, Seller's time, efforts, expenses and potential loss of marketing due to Seller's removal of Property from market. The Deposit is not refundable to Buyer unless failure to close is exclusively the fault of Seller or if Seller cannot deliver marketable title to the Property. The Deposit will be credited to Buyer at Closing. Buyer shall hold Listing Firm and Selling Firm harmless of any dispute regarding Deposit. Buyer expressly acknowledges The Deposit is not to be held by either Listing Firm or Selling Firm. The Deposit may be commingled with other monies of Seller, such sum not being held in an escrow, trust or similar account.

A. The Deposit is not applicable.

If Buyer is obtaining Government Financing (FHA, VA or other) Deposit is not applicable.

B. Buyer will pay to Seller the Deposit in the amount of \$ _____

i. Within _____ days following the date this Real Estate Contract has been signed by Buyer and Seller; or

ii. Within three (3) business days following agreement to repairs on Inspection, Repair & Survey Addendum; or

iii. Other: _____

9. CONVEYANCE: Unless otherwise specified, conveyance of the Property shall be made to Buyer by general warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the Property. Unless expressly reserved herein, **SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY, UNLESS OTHERWISE SPECIFIED IN PARAGRAPH 30. IT IS THE RESPONSIBILITY OF THE BUYER TO INDEPENDENTLY VERIFY AND INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF MINERAL RIGHTS AND ANY LEGAL RAMIFICATIONS THEREOF.** Seller warrants and represents only signatures set forth below are required to transfer legal title to the Property. Seller also warrants and represents Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient general warranty deed free from any liens, leaseholds or other interests.

Real Estate Contract (Residential)



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Page 5 of 12

FORM SERIAL NUMBER: 049889-700165-6092356

10. TITLE REQUIREMENTS: As per RESPA AND CONSUMER FEDERAL PROTECTION BUREAU (CFPB) requirements, Buyer and Buyer's Lender have the right to determine where Buyer or Buyer's Lender will purchase title insurance and other settlement services.

Buyer and Seller understand Listing Firm and Selling Firm are not licensed title insurance agents as defined by Arkansas law and do not and cannot receive direct or indirect compensation from any Closing Agent regarding the closing process or the possible purchase of title insurance by one or more of Buyer and Seller. An enhanced version of title insurance coverage may be available to Buyer for this transaction. Discuss enhanced title insurance coverage with your title insurance provider to determine availability and features.

- A.** Seller shall furnish, at Seller's cost, an owner's policy of title insurance in the amount of the Purchase Price. If a loan is secured for the purchase of the Property, Buyer agrees to pay mortgagee's portion of title policy. If Buyer elects to obtain enhanced title insurance coverage, Buyer shall pay for the increase in title insurance cost in excess of the cost of a standard owner's title policy.
- B.** Buyer and Seller shall equally split the cost of a combination owner's and mortgagee's policy of title insurance, either standard or enhanced (if enhanced coverage is desired by Buyer and available), in the amount of (as to owner's) the Purchase Price and (as to mortgagee's) the loan amount (not to exceed the Purchase Price); however, if Buyer and Seller choose to close at different title companies, and/or if Buyer pays cash, subparagraph (A) above would control as to the allocation of title insurance costs. In the event the Loan Amount exceeds the Purchase Price, Buyer agrees to pay any additional title insurance premium in excess of Purchase Price.
- C.** Other: **Seller & Buyer will split attorney fees. Closing will be held at Karlton Kemp**

Buyer shall have the right to review and approve a commitment to provide title insurance prior to Closing. If objections are made to Title, Seller shall have a reasonable time to cure the objections. Regardless of the policy chosen, Buyer and Seller shall have the right to choose their Closing Agent(s).

11. SURVEY: Buyer has been given the opportunity to obtain a new certified survey. Should Buyer decline to obtain a survey as offered in Paragraph 11A of this Real Estate Contract, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any problems relative to any survey discrepancies that may exist or be discovered (or occur) after Closing.

- A.** A new survey satisfactory to Buyer, certified to Buyer within thirty (30) days prior to Closing by a registered land surveyor, showing all improvements, easements and any encroachments will be provided and paid for by:
 - Buyer Seller Equally split between Buyer and Seller.
- B.** No survey shall be provided.
- C.** Other: _____

Should Buyer agree to accept the most recent survey provided by Seller, this survey is for information purposes only and Buyer will not be entitled to the legal benefits of a survey certified in Buyer's name.

12. PRORATIONS: Taxes and special assessments due on or before Closing shall be paid by Seller. Any deposits on rental Property are to be transferred to Buyer at Closing. Insurance, general taxes, special assessments, rental payments and interest on any assumed loan shall be prorated as of Closing, unless otherwise specified herein. Buyer and Seller agree to prorate general ad valorem taxes based on the best information available at Closing. Buyer and Seller agree to hold any Closing Agent(s) selected by Buyer and Seller, Listing Firm and Selling Firm harmless for error in such tax proration computation caused by unknown facts or erroneous information (or uncertainty) regarding the Homestead Tax Exemption adopted by the voters of the State of Arkansas in the Year 2000, as amended from time to time.

13. FIXTURES AND ATTACHED EQUIPMENT: Unless specifically excluded herein all fixtures and attached equipment, if any, are included in the Purchase Price. Such fixtures and attached equipment shall include but not be limited to the following: dishwasher, disposal, trash compactor, ranges, ovens, water heaters, exhaust fans, heating and air conditioning systems, plumbing and septic systems, electrical system, intercom system, ceiling fans, window air conditioners, carpeting, indoor and outdoor light fixtures, window and door coverings and related hardware, gas or electric grills, awnings, mail boxes, garage door openers and remote controls, antennas, fireplace inserts, _____

_____ and any items bolted, nailed, screwed, buried or otherwise attached to the Property in a permanent manner. Television satellite receiver dish, cable wiring, water softeners, and propane and butane tanks also remain, if owned by Seller. Buyer is aware the following items are not owned by Seller or do not convey with the Property: _____

Real Estate Contract (Residential)



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Page 6 of 12

FORM SERIAL NUMBER: **049889-700165-6092356**

14. OTHER CONTINGENCY:

A. No Other Contingency. (Except for those conditions listed elsewhere in this Real Estate Contract.) It is understood and agreed Seller has the right to enter into subordinate Real Estate Contracts and other Real Estate Contracts shall not affect this Real Estate Contract.

B. This Real Estate Contract is contingent upon:
The sale of buyers home located at [REDACTED] Texarkana, AR & [REDACTED] Texarkana, TX. Zoning to be approved by Texarkana AR City Board for the building of an additional single family home on a vacant one acre lot
on or before (month) **September** (day) **21**, (year) **2022**.
During the term of this Real Estate Contract (Select one):

(i) **Binding with Escape Clause:** Seller has the right to continue to show the Property and solicit and enter into another Real Estate Contract on this Property. However, all Real Estate Contracts shall be subject to termination of this Real Estate Contract. Should Seller elect to provide written notice of an additional Real Estate Contract being accepted by Seller, Seller shall utilize the "Seller's Contingency Notice Addendum" (the "Notice") and Buyer shall have _____ hours to remove this contingency. Buyer shall be deemed in receipt of the Notice upon the earlier of (a) actual receipt of the Notice, or (b) five (5) business days after Seller or Listing Firm deposits the Notice in the United States mail, certified for delivery to Buyer at _____ with sufficient postage to ensure delivery. Removal of this contingency shall occur only by delivery of Notice, in a manner ensuring actual receipt, to Seller or Listing Firm. Time is of the essence. In the event Buyer removes the contingency and does not perform on this Real Estate Contract for any reason concerning this contingency, Seller may assert all legal or equitable rights that may exist as a result of Buyer breaching this Real Estate Contract. Alternatively, Seller at his sole and exclusive option, may retain the Earnest Money, as liquidated damages. If this contingency is removed, a Closing date shall be agreed upon by the parties. If a Closing date is not agreed upon, Closing shall occur _____ calendar days from removal. Should Buyer not remove this contingency as specified, this Real Estate Contract shall be terminated with Buyer and Seller both agreeing to sign a Termination of Contract Addendum with Buyer to recover Earnest Money. All time constraints in this Real Estate Contract referred to in Paragraphs 6, 16B, 17, 18 19B, 20B, and 21 refer to the time Buyer removes the contingency.

(ii) **Binding without Escape Clause:** It is understood and agreed Seller has the right to enter into subordinate Real Estate Contracts and any subordinate Real Estate Contracts entered into by Seller shall not affect this Real Estate Contract.

15. HOME-WARRANTY PLANS:

Buyer has been given the opportunity to obtain a Home Warranty Plan. The Home Warranty contract covers unexpected mechanical failures due to wear and tear and is subject to a per-claim deductible and the specific terms of the Home Warranty Contract:

- A. No Home Warranty provided.
- B. A one-year limited Home Warranty Plan provided by _____ Company, _____ plan paid for by _____ at a cost not to exceed \$_____ plus sales tax.
- C. A one year limited Home Warranty Plan provided by a Home Warranty Company, and specific plan coverage selected by Buyer prior to closing. Plan paid for by _____ at a cost not to exceed \$_____ plus sales tax.
- D. Other: _____

If a Home Warranty Plan is selected the contract will not imply any warranty by Seller after Closing. Coverages vary and the coverage received is solely set forth in the home-warranty documents between Buyer and Home Warranty Company, and no representation or explanation will be provided by Seller, Selling Firm or Listing Firm, Buyer being solely responsible to determine the extent and availability of coverage. Listing Firm and/or Selling Firm may receive compensation from the warranty company.

Real Estate Contract (Residential)

Page 7 of 12



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FORM SERIAL NUMBER: **049889-700165-6092356**

16. INSPECTION AND REPAIRS:

- A. Subject to Paragraph 25, the sale of the Property, in its condition as existing on the date Buyer signed this Real Estate Contract, shall take place on an "AS IS, WHERE IS, WITH ALL FAULTS BASIS" and Buyer acknowledges and agrees to voluntarily waive and decline any right to further inspect or require repair of the Property. An example are the rights declined and waived by Buyer in Paragraph 16B of this Real Estate Contract.
- B. Buyer shall have the right, at Buyer's expense, with the cooperation of Seller, to inspect the electrical, mechanical, plumbing, environmental conditions, appliances, and all improvements, structure(s) and components on or about the Property (collectively the "Inspection Items") within TEN (10) BUSINESS DAYS after the date this Real Estate Contract is accepted. Seller, Listing Firm and Selling Firm recommend Buyer use a representative(s) chosen by Buyer to inspect Inspection Items. **Buyer is not relying on Listing Firm or Selling Firm to choose a representative to inspect or re-inspect Inspection Items; Buyer understands any representative desired by Buyer may inspect or re-inspect Inspection Items.** Buyer shall neither make nor cause to be made, unless authorized by Seller in writing, any invasive or destructive Buyer inspections or investigations. Seller agrees to have all utilities connected and turned on to Property to allow Buyer to inspect and re-inspect Inspection Items. If Property being purchased is not new, Buyer acknowledges Inspection Items may not be new. Buyer does not expect Inspection Items to be like new and recognizes ordinary wear and tear to Inspection Items is normal. For the purpose of this Paragraph 16B, "normal working order" means that Inspection Items function for the purpose for which they are intended. The fact any or all Inspection Items may cease to be in normal working order, be discovered or occur, after Closing, shall not require repair by Seller, or provide legal or other liability to Seller, Listing Firm or Selling Firm.

If Buyer elected to inspect the Inspection Items, Buyer shall deliver an Inspection, Repair and Survey Addendum to Seller or Listing Firm within the allotted ten (10) business day period so the Inspection, Repair, and Survey Addendum is actually received by Seller or Listing Firm within the allotted (10) business day period, stating inspections have been performed and listing all items Buyer requests the Seller to repair or stating no repairs are requested. If Buyer is not satisfied with a personal or professional inspection and elects to terminate this Real Estate Contract, both Buyer and Seller agree to sign a Termination of Contract Addendum with Buyer to recover Earnest Money. If Buyer requests repairs, Seller shall have (5) business days to respond to the Buyer's repair request. If Seller does not respond within the allotted (5) business days, Buyer may elect to: (1) accept Property in its condition at Closing, or (2) terminate this Real Estate Contract and recover Earnest Money and both Buyer and Seller agree to sign a Termination of Contract Addendum.

If Buyer and Seller are not able to negotiate requested repairs, Buyer and Seller agree this Real Estate Contract is terminated and further agree to sign a Termination of Contract Addendum. **IN THE EVENT BUYER DOES NOT MAKE THE NECESSARY REQUIRED INSPECTIONS OR DOES NOT PRESENT THE INSPECTION, REPAIR AND SURVEY ADDENDUM TO SELLER OR LISTING FIRM IN THE ALLOTTED TEN (10) BUSINESS DAY TIME PERIOD, BUYER WAIVES ALL RIGHTS TO A RE-INSPECTION AND ASSUMES COMPLETE RESPONSIBILITY FOR ANY AND ALL FUTURE REPAIRS AND THE CONDITION OF THE PROPERTY.**

If Buyer timely inspected Property and Seller received the Inspection, Repair and Survey Addendum within the time period set forth above, Buyer shall have the right to re-inspect all Inspection Items immediately prior to Closing to ascertain whether Inspection Items are in normal working order and to determine whether all requested and accepted repairs have been made. If Inspection Items are found not to be in normal working order upon re-inspection, Buyer may elect to: (1) accept Property in its condition at Closing, or (2) terminate this Real Estate Contract and recover the Earnest Money and, in the event termination is elected, both Buyer and Seller agree to sign a Termination of Contract Addendum.

If Buyer closes on Property believing conditions exist at Property that require repair as allowed by this Paragraph 16B, Buyer waives all right to assert a claim against Seller, Selling Firm or Listing Firm concerning the condition of Property. Buyer understands and agrees that, pursuant to the terms of Paragraph 16B, Buyer will be accepting Property at Closing "AS IS, WHERE IS AND WITH ALL FAULTS".

Real Estate Contract (Residential)

Page 8 of 12



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Association

FORM SERIAL NUMBER: 049889-700165-6092356

17. THIRD PARTY REQUIREMENTS:

Any requirements for repair by FHA, VA, USDA-RD, the creditor, termite control company or other "third party" requirements shall be delivered to Seller promptly upon receipt by Buyer. Seller shall have five (5) business days to respond to "Third Party" requirements upon receipt or Buyer may (1) accept the property in its condition at Closing as well as the responsibility for the completion of "Third Party" requirements, or (2) terminate this Real Estate Contract and recover the Earnest Money with Buyer and Seller agreeing to sign the Termination of Contract Addendum. If Buyer and Seller are unable to negotiate for the requested "Third Party" Requirements to be performed, this contract may be terminated with Buyer and Seller both agreeing to sign the Termination of Contract Addendum.

Buyer shall have the right to re-inspect all "Third Party" Requirements immediately prior to closing to ascertain whether "Third Party" Requirements have been made. If Buyer finds "Third Party" Requirements have not been made, Buyer may (1) accept the property in its condition at Closing as well as the responsibility for the completion of "Third Party" Requirements, or (2) terminate this contract and recover the Earnest Money with Buyer and Seller both agreeing to sign the Termination of Contract Addendum

18. SELLER PROPERTY DISCLOSURE:

- A.** Buyer and Seller acknowledge that upon the authorization of Seller, Buyer has received and reviewed Sections 1 and 2, and has executed Section 3 of the Seller Property Disclosure prior to the execution of this Real Estate Contract but this fact neither limits nor restricts Buyer's Disclaimer of Reliance set forth in Paragraph 29 of this Real Estate Contract, nor the rights provided Buyer in Paragraph 16. Buyer and Seller agree to complete the remaining sections of the Seller Property Disclosure as required prior to Closing.
- B.** Buyer hereby requests Seller to provide a written disclosure about the condition of the Property that is true and correct to Seller's knowledge within three (3) business days, after this Real Estate Contract has been signed by Buyer and Seller. If Seller does not provide the disclosure within the three (3) business days, Buyer may declare this Real Estate Contract terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared terminated by Buyer, with Buyer and Seller both agreeing to sign the Termination of Contract with Buyer to receive a refund of the Earnest Money. Receipt of this disclosure neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 29 of this Real Estate Contract, nor the rights provided to Buyer in Paragraph 16.
- C.** Although a disclosure form may have been completed (or can be completed) by Seller, Buyer has neither received nor requested and does not desire from Seller a written disclosure concerning the condition of the Property prior to the execution of this Real Estate Contract, but this fact neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 29 of this Real Estate Contract. **BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT, IN ADDITION TO THOSE INSPECTIONS PERMITTED BY PARAGRAPH 16B OF THIS REAL ESTATE CONTRACT.**
- D.** Buyer understands no disclosure form is available and will not be provided by Seller. This fact neither limits nor restricts in any way the Buyer's Disclaimer of Reliance set forth in Paragraph 29 of this Real Estate Contract. **BUYER IS STRONGLY URGED BY SELLING FIRM AND THE LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT, IN ADDITION TO THOSE INSPECTIONS PERMITTED BY PARAGRAPH 16B OF THIS REAL ESTATE CONTRACT.**

Real Estate Contract (Residential)

Page 9 of 12



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FORM SERIAL NUMBER: **049889-700165-6092356**

19. TERMITE CONTROL REQUIREMENTS:

- A. None
- B. A Letter of Clearance (Wood Infestation Report) requiring a Termite Protection Contract with a One-Year (1) Warranty to include treatment if allowed by applicable law and the Arkansas State Plant Board and full protection plan shall be provided by Seller at Seller's cost at Closing. Seller shall order a proposal from a licensed Termite Contractor within ten (10) business days after acceptance of this Real Estate Contract. All repairs necessary to allow issuance of such Termite Protection Contract, excluding a new Termite Protection Treatment, are to be part of the Third-Party Requirements pursuant to Paragraph 17. If Buyer is obtaining financing, such Termite Protection Contract shall be in a form acceptable to the creditor and Buyer.
- C. Other: _____

20. LEAD-BASED PAINT RISK ASSESSMENT/INSPECTION:

- A. Buyer understands and agrees that, according to the best information available, improvements on this Property were not constructed prior to 1978 and should not contain lead-based paint hazards.
- B. Buyer has been informed that the Property, including without limitation garages, tool sheds, other outbuildings, fences, signs and mechanical equipment on the Property that were constructed prior to 1978, may contain lead-based paint. Seller will provide the Lead-Based Paint Disclosure (pre-1978 construction) within three (3) business days after acceptance of this Real Estate Contract. The obligation of Buyer under this Real Estate Contract is contingent upon Buyer's acceptance of the Lead-Based Paint Disclosure provided by Seller and an Inspection and/or Risk Assessment of the Property for the presence of lead-based paint and/or lead-based paint hazards obtained at Buyer's expense. If Buyer finds either the Lead-Based Paint Disclosure or the Inspection and/or Risk Assessment unsatisfactory, in the sole discretion of Buyer, within ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, Buyer shall have the absolute option to unilaterally terminate this Real Estate Contract with Earnest Money returned to Buyer and, with neither Buyer nor Seller having further obligation to the other thereafter. Buyer shall submit any request for abatement repairs in writing as part of the Third-Party Requirements specified in Paragraph 17 of the Real Estate Contract. Buyer may remove this contingency and waive the unilateral termination right at any time without cause by written General Addendum signed by Buyer and delivered to Seller. If Buyer does not deliver to Seller or Listing Firm a Termination of Real Estate Contract Addendum terminating this Real Estate Contract within the ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, this contingency shall be deemed waived and Buyer's performance under this Real Estate Contract shall thereafter not be conditioned on Buyer's satisfaction with the Lead-Based Paint Inspection and/or Risk Assessment of the Property.

Buyer has been advised of Buyer's rights under this Paragraph 20.

21. INSURANCE: This Real Estate Contract is conditioned upon Buyer's ability to obtain homeowner/hazard insurance for the Property within ten (10) business days after the acceptance date of this Real Estate Contract. If Buyer does not deliver to Seller or Listing Firm a written notice from an insurance company within the time set forth above of Buyer's inability to obtain homeowner/hazard insurance on the Property, this condition shall be deemed waived (but without waiver of conditions, if any, set in Paragraph 3) and Buyer's performance under this Real Estate Contract shall thereafter not be conditioned upon Buyer's obtaining insurance. If Buyer has complied with the terms of this Paragraph 21 and has timely provided written notice to Seller of Buyer's inability to obtain such insurance, this Real Estate Contract shall be terminated, with Buyer and Seller agreeing to sign a Termination of Contract Addendum and Earnest Money returned to Buyer, subject to Earnest Money Addendum.

Page 9 of 12

Real Estate Contract (Residential)



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2022
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Association

Page 10 of 12

FORM SERIAL NUMBER: 049889-700165-6092356

22. CLOSING: Closing is the date and time at which Seller delivers the executed and acknowledged deed and Buyer's completion, signing and delivery to Seller (or Closing Agent agreed to by Buyer & Seller) of all loan, closing documents and Purchase Price funds required to be executed or delivered by Buyer (the "Closing"). Buyer and Seller agree the Closing date will be (month) September (day) 21, (year) 2022. The Closing date may be changed by written agreement of Buyer and Seller. If the sale is not consummated by the Closing date, (or any written extension thereof), the parties shall have the remedies available to them in equity or at law, including the remedies available to them in Earnest Money Addendum. Buyer and Seller shall have the right to choose their Closing Agent(s) and are not relying on Listing Firm or Selling Firm to choose a Closing Agent. Should Buyer or Seller choose the services of a Closing Agent(s) other than Selling Firm or Listing Firm, then Buyer and Seller each jointly and severally agree to indemnify and hold Listing Firm and Selling Firm harmless for all intentional misconduct and negligent acts (including acts of omission) of the Closing Agent(s).

This Real Estate Contract shall serve as written closing instructions to the Closing Agent on behalf of the Buyer and Seller. The Closing Agent(s) is/are authorized to provide Seller's closing disclosure or other settlement statement(s) to Listing Firm (in addition to Seller) and Buyer's closing disclosure or other settlement statement(s) to Selling Firm (in addition to Buyer) so Buyer, Seller, Listing Firm and Selling Firm shall have a reasonable opportunity to review prior to Closing.

Buyer and Seller shall each have the right to request title insurer(s), if any, issue closing protection to indemnify against loss of closing funds because of acts of a Closing Agent, title insurer's named employee, or title insurance agent. Any cost for closing protection will be paid by the requesting party(ies). Listing Firm and Selling Firm strongly advise Buyer and Seller to inquire of the Closing Agent(s) about the availability and benefits of closing protection.

This Real Estate Contract shall, unless otherwise specified in Paragraph 30 of this Real Estate Contract, constitute express written permission and authorization to Listing Firm and Selling Firm to disclose the terms of this Real Estate Contract (and all Addenda), including without limitation concessions provided by Buyer or Seller or other non-public personal information of Buyer and Seller regarding the purchase and sale of the Property, to any of the following: (i) an Arkansas licensed appraiser; (ii) multiple listing services for use by the members thereof; and (iii) any other person or entity which Listing Firm or Selling Firm determines, using sole discretion, may have a legitimate basis to request and obtain such information. The authorization and permissions granted in this Paragraph 22 shall not create any obligation or duty upon Listing Firm or Selling Firm to make any disclosure to any person or entity.

23. POSSESSION: Possession of the Property shall be delivered to Buyer:

- A.** Upon the Closing.
- B.** Delayed Possession. (See Delayed Occupancy Addendum attached)
- C.** Prior to Closing. (See Early Occupancy Addendum attached)

24. ASSIGNMENT: This Real Estate Contract may not be assigned by Buyer unless written consent of Seller is obtained, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.

25. RISK OF LOSS: Risk of loss or damage to the Property by fire or other casualty occurring prior to the time Seller delivers an executed and acknowledged deed to Buyer is expressly assumed by Seller. Should the Property be damaged or destroyed prior to Closing, Buyer shall have the option to: (i) enter into a separate written agreement with Seller whereby Seller will agree to restore the Property to its condition at the time this Real Estate Contract was accepted, (ii) accept all insurance proceeds related to the Property fire loss or other casualty loss and receive the Property in its existing condition, or (iii) terminate this Real Estate Contract and recover the Earnest Money. Buyer and Seller agree any written agreement concerning option (i) or (ii) above shall be prepared only by licensed attorneys representing Buyer and Seller. If Buyer elects option (ii) above, Buyer shall be entitled to credit for the insurance proceeds up to the Purchase Price, and any insurance proceeds received by Seller over and above the Purchase Price shall be tendered to Seller at Closing. Notwithstanding the choice selected in Paragraph 16, Buyer shall have the right prior to Closing to inspect the Property to ascertain any damage that may have occurred due to fire, flood, hail, windstorm or other acts of nature, vandalism or theft.

26. GOVERNING LAW: This Real Estate Contract shall be governed by the laws of the State of Arkansas.

27. SEVERABILITY: The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect.

Real Estate Contract (Residential)



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2022
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Association

Page 11 of 12

FORM SERIAL NUMBER: 049889-700165-6092356

28. MERGER CLAUSE: This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm.

29. BUYER'S DISCLAIMER OF RELIANCE:

- A. BUYER CERTIFIES BUYER WILL PERSONALLY INSPECT OR HAVE A REPRESENTATIVE INSPECT THE PROPERTY AS FULLY AS DESIRED PRIOR TO CLOSING. BUYER CERTIFIES BUYER HAS NOT AND WILL NOT RELY ON ANY WARRANTIES, REPRESENTATIONS, OR STATEMENTS OF SELLER, LISTING FIRM, SELLING FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR, OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, OR INFORMATION FROM MULTIPLE LISTING SERVICES OR OTHER WEBSITES REGARDING MINERAL RIGHTS, YEAR BUILT, SIZE (INCLUDING WITHOUT LIMITATION THE SQUARE FEET IN IMPROVEMENTS LOCATED ON THE PROPERTY), QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, APPLIANCES, PLUMBING, ELECTRICAL OR MECHANICAL SYSTEMS. HOWEVER, BUYER MAY RELY UPON ANY WRITTEN DISCLOSURES PROVIDED BY SELLER. LISTING FIRM AND SELLING FIRM CANNOT GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING FIRM AND SELLING FIRM STRONGLY URGE STATUS OF TITLE TO THE PROPERTY, COVENANTS, DEED RESTRICTIONS, CONDITION OF PROPERTY, MINERAL RIGHTS, AND SQUARE FOOTAGE OF IMPROVEMENTS, QUESTIONS OF SURVEY AND ALL OTHER REQUIREMENTS OF BUYER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED BY BUYER OR A REPRESENTATIVE CHOSEN BY BUYER.**
- B. BUYER AGREES TO SIGN PAGE 4 OF THE INSPECTION, REPAIR AND SURVEY ADDENDUM PRIOR TO CLOSING IF BUYER ACCEPTS THE CONDITION OF THE PROPERTY AND INTENDS TO CLOSE.**

30. OTHER: Buyer grants the right of usage for seller to store hay in hay barn portion up to 12 months from closing date. Buyer grants the right for Cow Pins to remain behind the barn up to 12 months from closing date.

31. TIME: Buyer and Seller agree time is of the essence with regard to all times and dates set forth in the Real Estate Contract. Unless otherwise specified, days as it appears in the Real Estate Contract shall mean calendar days. Further, all times and dates set forth in the Real Estate Contract refer to Arkansas Central time and date.

32. ATTORNEY'S FEES: Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 32) that all prevailing party (or parties if more than one) shall be entitled to an award of all costs and attorney's fees incurred in prosecution or defense of such action against the non-prevailing party (or parties if more than one).

33. COUNTERPARTS: This Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same. Electronic signatures shall be deemed original signatures and shall be binding upon the parties.

34. FIRPTA COMPLIANCE, TAX REPORTING: Buyer and Seller agree to disclose on or before Closing, to the person or company acting as Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Seller shall execute all documents required by such Closing Agent to document compliance with the FIRPTA and all other applicable laws. Buyer and Seller agree nothing in this Real Estate Contract is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045-4 to (i) be the "reporting person" under state and federal tax laws (including without limitation 26 USC Section 6045(e)), and (ii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. By accepting the role as Closing Agent, this Agreement shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes. Seller will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.

35. LICENSEE DISCLOSURE: Check all that apply:

- A.** Not Applicable.
- B.** One or more parties to this Real Estate Contract acting as a Buyer Seller hold a valid Arkansas Real Estate License.
- C.** One or more owners of any entity acting as Buyer Seller hold a valid Arkansas Real Estate License.

36. EXPIRATION: This Real Estate Contract expires if not accepted on or before (month) June (day) 22, (year) 2022, at 10:00 (a.m.) (p.m.).

Real Estate Contract (Residential)



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Page 12 of 12

THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.
THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2022.

FORM SERIAL NUMBER: **049889-700165-6092356**

REAL ESTATE LICENSEES ARE REGULATED BY THE ARKANSAS REAL ESTATE COMMISSION. IF A LICENSEE HAS NOT PROPERLY REPRESENTED YOU, YOU MAY FILE A COMPLAINT AT AREC.ARKANSAS.GOV.

The above Real Estate Contract is executed on

(month) June (day) 22, (year) 2022, at 10:00 (a.m.) (p.m.).

Better Homes And Garden Real Estate Infini

Selling Firm
Signature: Teresa Liepman dotloop verified
06/24/22 2:37 PM CDT
ZMSN-HIDK-NCEA-0QYY

Signature: Brian Glenn dotloop verified
06/24/22 1:21 PM CDT
DJEA-ON4L-R2QT-ISIX

Printed Name: Teresa Liepman

Printed Name: Brian Glenn

Principal or Executive Broker (AREC License # PB00065270)
(Broker email: teresa@sellingtexarkana.com)

Buyer

Signature: Natasha Crabbe dotloop verified
06/24/22 2:26 PM CDT
OPZO-N0Y0-EZ14-S8UF

Signature: Ashley Nicole Glenn dotloop verified
06/24/22 1:52 PM CDT
BOZQ-UQN8-VLOC-ZA56

Printed Name: Natasha Crabbe

Printed Name: Ashley Nicole Glenn

Buyer

Selling Agent (AREC License # SA00086874)
(Agent email: natasha@sellingtexarkana.com)
(Agent cell number: 903-824-2970)

The above Real Estate Contract is executed on

(month) June (day) 22, (year) 2022, at 10:00 (a.m.) (p.m.).

Better Homes And Garden Real Estate Infini

Listing Firm
Signature: Teresa Liepman dotloop verified
06/24/22 2:37 PM CDT
SL11-05UK-J6ZE-8ENH

Signature: John Nix dotloop verified
06/24/22 2:31 PM CDT
DC10-UCCUU-UZYJ-Q15

Printed Name: Teresa Liepman

Printed Name: John Nix

Seller

Principal or Executive Broker (AREC License # PB00065270)
(Broker email: teresa@sellinatexarkana.com)

Signature: Natasha Crabbe dotloop verified
06/24/22 2:26 PM CDT
7RUE-3BS7-KBCN-93D7

Signature: Laura Nix dotloop verified
06/24/22 2:32 PM CDT
6DHB-PHIF-JCZL-1ABH

Printed Name: Natasha Crabbe

Printed Name: Laura Nix

Seller

Listing Agent (AREC License # SA00086874)
(Agent email: natasha@sellingtexarkana.com)
(Agent cell number: 903-824-2970)

The above offer was rejected counter-offered (Form Serial Number _____)

Buyer informed of Notification of Existing Real Estate Contract Addendum
(Form Serial Number _____)

on (month) _____ (day) _____, (year) _____, at _____ (a.m.) (p.m.).

Seller's Initials

Seller's Initials

