



## **Rescheduled Regular Meeting of the Board of Directors**

City of Texarkana, Arkansas  
216 Walnut Street

**Agenda - Tuesday, December 07, 2021 - 6:00 PM**

Call to Order

Roll Call

Invocation and Pledge of Allegiance given by Director Laney Harris

### **CITIZEN COMMUNICATION**

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

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

### **PRESENTATION(S)**

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

### **CONSENT**

2. Approval of the minutes of the regular meeting November 15, 2021. (CCD) City Clerk Heather Soyars
3. Adopt a Resolution authorizing the City Manager to enter into a construction contract with R & W Electric for Interstate 30 median lights electrical replacement. (PWD) Public Works Director Tyler Richards
4. Adopt a resolution authorizing the City Manager to purchase one (1) Freightliner Vac-Con Dual Engine Truck. (TWU) Interim Executive Director Gary Smith

### **REGULAR**

5. Adopt a Resolution authorizing the City Manager to amend the current residential Garbage and Trash Hauler contracts with Edmondson's Trash Service and Richardson Waste, Inc. (PWD) Public Works Director Tyler Richards
6. Adopt an Ordinance accepting the annexation of certain territory to the City of Texarkana, Arkansas, approving the schedule of services to be extended to said area; assigning such to

wards and zoning districts and for other purposes. (Ward 1) (PWD-Planning) City Planner Mary Beck

7. Adopt an Ordinance to rezone a tract of land located at 4400 Old Blackmon Ferry Road from R-1 Rural residential to A-1 Mixed use rural zoning in order to operate a rural business. (Ward 1) (PWD-Planning) City Planner Mary Beck
8. Adopt an Ordinance to rezone property located at 308 Senator Street from the current industrial zone of W-1 Wholesale and warehousing to R-4 Medium density residential in order to develop housing. (Ward 2) (PWD-Planning) City Planner Mary Beck

## **CITY MANAGER REPORT**

## **BOARD OF DIRECTORS' COMMENTARY**

**NEXT MEETING DATE:** Monday, December 20, 2021

**ADJOURN**

### **2021 City Calendar**

**Budget Workshop - Tuesday, December 7, 2021, at 3:30 PM**

**Wrestling Festival - Saturday, December 11, 2021**

**Feast of Our Lady of Guadalupe - Sunday, December 12, 2021**

**Intergovernmental Advisory Committee - Thursday, December 16, 2021 at 10:00 AM**

**5K Santa Sprint - Saturday, December 18, 2021**

**Christmas - City Holiday - Thursday & Friday, December 23-24, 2021**

**New Year's Eve - City Holiday - Friday, December 31, 2021**

**New Year's Day - City Holiday - Monday, January 3, 2022**

**State of the City Breakfast - Wednesday, January 26, 2022**

**Joint City Meeting - Tuesday, February 1, 2022 - 3:00-5:00 PM - Ark-Tex Council of Governments**



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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

**AGENDA DATE:** December 7, 2021

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

**DEPARTMENT:** City Clerk Department

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

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

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** Employee Service Awards:

Telvin Wilson

TAPD

5 Years

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**EXPENSE REQUIRED:** N/A

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**AMOUNT BUDGETED:** N/A

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**APPROPRIATION  
REQUIRED:** N/A

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**RECOMMENDED  
ACTION:** N/A

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**EXHIBITS:** None



## CITY OF TEXARKANA, AR BOARD OF DIRECTORS

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<b>AGENDA TITLE:</b>	Approval of the minutes of the regular meeting November 15, 2021. (CCD) City Clerk Heather Soyars
<b>AGENDA DATE:</b>	December 7, 2021
<b>ITEM TYPE:</b>	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Minutes
<b>DEPARTMENT:</b>	City Clerk Department
<b>PREPARED BY:</b>	Heather Soyars, City Clerk
<b>REQUEST:</b>	Approval of meeting minutes.
<b>EMERGENCY CLAUSE:</b>	N/A
<b>SUMMARY:</b>	Approval of meeting minutes
<b>EXPENSE REQUIRED:</b>	N/A
<b>AMOUNT BUDGETED:</b>	N/A
<b>APPROPRIATION REQUIRED:</b>	N/A
<b>RECOMMENDED ACTION:</b>	The City Clerk recommends Board approval.
<b>EXHIBITS:</b>	Meeting minutes.





## **Regular Meeting of the Board of Directors**

City of Texarkana, Arkansas

216 Walnut Street

**Minutes - Monday, November 15, 2021 - 6:00 PM**

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

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

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

ABSENT: Deputy City Clerk Jenny Narens.

Invocation and Pledge of Allegiance given by Director Terry Roberts.

### **CITIZEN COMMUNICATION**

- Bernice Dinkins, 204 Eastside Drive, asked for an update on Nix Creek and who could she contact concerning the overgrown lot owned by the railroad.
- Assistant Fire Chief William Smith presented the Board with a plaque for his appreciation of their support while he was on military leave with the Army Reserves.
- Les Munn thanked the Board for their support with Crossties and all the events held there throughout the year.
- Director Harris shared information from the White House Office of Intergovernmental Affairs with the other members of the Board.

### **PROCLAMATION(S)**

1. Mayor Brown presented a Proclamation for Small Business Saturday on November 27, 2021, to Amber Keith, Business Advisor of Northeast Texas Small Business Development Center, and member of the Shop Small TXK 2021 Committee and to Vashil Fernandez, City of Texarkana, Texas, Interim Director of Planning & Community Development and Chairperson of the Shop Small TXK 2021 Committee.

## **CONSENT**

Director Harris requested Item 5. Adopt a Resolution authorizing the City Manager to enter into a construction contract with Contech Contractors for Jefferson Avenue Rehabilitation Project (PWD), be removed from the Consent agenda for discussion.

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

2. Approval of the minutes of the called meeting October 28, 2021, and the regular meeting November 1, 2021. (CCD)
3. Resolution No. 2021-56 authorized the City Manager to purchase four 2022 Ford Police Interceptor vehicles for the Texarkana Arkansas Police Department. (TAPD)
4. Resolution No. 2021-57 authorized the City Manager to enter into a contract for the Millwood Water Treatment Plant Settling Basin Interior Repairs/Liner Project. (TWU)
6. Resolution No. 2021-58 authorized the City Manager to enter into a construction contract with Contech Contractors for Cherry Street Rehabilitation Project. (PWD) Public Works Director Tyler Richards

## **REGULAR**

5. Resolution No. 2021-59 authorized the City Manager to enter into a construction contract with Contech Contractors for Jefferson Avenue Rehabilitation Project. (PWD) Public Works Director Tyler Richards

Director Harris asked when this street project was approved.

Public Works Director Tyler Richards said this was approved by the Board in the 2021 Budget.

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

No one came forward.

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

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

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

## **BOARD OF DIRECTORS' COMMENTARY**

Director Roberts gave a special Thank You to Texarkana, Arkansas Fire Department Administrative Assistant Marian Holder, for her help with a resident who needed smoke alarms. He was impressed with her kindness and efficiency.

Mayor Brown said there would be an announcement of the teams playing in the Live United Bowl on Wednesday, November 17, 2021, at the Red Wall at Arkansas High. The game would be played on Saturday, December 4, 2021.

## **CITY MANAGER REPORT**

City Manager Jay Ellington said:

- He had passed his 120 days mark.
- He had a goal sheet for 2022, which would be discussed during the budget process.
- He was working with staff for a Request for Proposals for Waste Haulers.
- He would meet with the Fort Smith, Arkansas, City Manager tomorrow.
- He reminded the Board members to complete his 90-day evaluation.
- He said Thursday's budget workshop would focus on capital projects, changing fees, and Board decision packages.

**NEXT MEETING DATE: Tuesday, December 7, 2021**

## **ADJOURN**

Motion to adjourn made by Director Brewer, Seconded by Director Miner.

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

The meeting adjourned at 6:32 PM.

**APPROVED** this the 7<sup>th</sup> day of December 2021.

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Allen L. Brown, Mayor

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Heather Soyars, City Clerk



## CITY OF TEXARKANA, AR BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt a Resolution authorizing the City Manager to enter into a construction contract with R & W Electric for Interstate 30 median lights electrical replacement. (PWD) Public Works Director Tyler Richards

**AGENDA DATE:** 12/07/2021

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

**DEPARTMENT:** Public Works Department

**PREPARED BY:** Tracie Lee, Assistant Public Works Director

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**REQUEST:** Adopt a Resolution authorizing the City Manager to enter into a construction contract with R & W Electric for Interstate 30 Median Lights Electrical Replacement.

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

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**SUMMARY:** A resolution for the award of the construction contract to R & W Electric in the amount of one hundred forty-six thousand, six hundred nine dollars and zero cents (\$146,609.00) for Interstate 30 Median Lights Electrical Replacement.

On Friday November 12, 2021, a bid opening was conducted at City Hall for the referenced project. Two qualified bids were received that met the bidding requirements. Tyler Richards, Public Works Director reviewed the bids and found no errors in the submission. The low bid by R & W Electric was accepted by the Public Works Director to be submitted to the Board of Directors for approval.

R & W Electric is licensed and located in the State of Arkansas. R & W Electric is very experienced and capable to complete the project.

Award of this contract to R & W Electric meets all bidding requirements. Funds were budgeted and are available for the award of this contract.

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**EXPENSE REQUIRED:** \$146,609.00

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**AMOUNT BUDGETED:** \$150,000.00 (\$120,000.00 General Fund & \$30,000.00 Streets Capital Outlay)

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**APPROPRIATION  
REQUIRED:** \$0.00

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**RECOMMENDED  
ACTION:**

City Manager and staff recommend board approval.

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**EXHIBITS:**

Resolution and Bid Tab.

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

**WHEREAS**, upon advertisement, a low bid in the amount of \$146,609.00 was submitted by R & W Electric for Interstate 30 Median Lights Electrical Replacement; and

**WHEREAS**, funds are budgeted and available; and

**WHEREAS**, the Public Works Department and staff recommend approval;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Manager is authorized to execute a contract with R & W Electric as described above and upon the terms so indicated.

**PASSED AND APPROVED** this the 7<sup>th</sup> day of December, 2021.

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Allen L. Brown, Mayor

**ATTEST:**

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Heather Soyars, City Clerk

**APPROVED:**

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George Matteson, City Attorney

**Bid Tabulation  
for  
East 46th Street Sanderson Lane & Tennessee Road Rehabilitation**

				R & W ELECTRIC INC. Texarkana, AR		ARTEX ELECTRIC Texarkana, AR	
Item #	Description	Est Qty	U/M	Unit Price	Total	Unit Price	Total
1	I-30 Median Lights Electrical Replacement	1	LS	\$146,609.00	\$146,609.00	\$149,735.00	\$149,735.00
<b>BASE BID</b>					<b>\$146,609.00</b>		<b>\$149,735.00</b>



## CITY OF TEXARKANA, AR BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt a resolution authorizing the City Manager to purchase one (1) Freightliner Vac-Con Dual Engine Truck. (TWU) Interim Executive Director Gary Smith

**AGENDA DATE:** December 7, 2021

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

**DEPARTMENT:** Texarkana Water Utilities

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

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**REQUEST:** Resolution authorizing the City Manager to purchase one (1) Freightliner Vac-Con Dual Engine Truck.

**EMERGENCY CLAUSE:** None needed.

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**SUMMARY:** Resolution authorizing the City Manager to purchase one (1) Freightliner Vac-Con Dual Engine Truck in an amount not to exceed the Arkansas portion, \$168,218.46 and the total amount not to exceed \$434,448.50. Texarkana Water Utilities (TWU) reviewed pricing from several manufacturers for the purchase of one (1) 2021 Freightliner Vac-Con Dual Engine truck. It was determined that the most cost-effective purchase would be to utilize the HGAC BuyBoard at \$434,448.50. This price includes the BuyBoard applicable fees. The BuyBoard is a local government purchasing cooperative administered by the Texas Association of School Boards. TWU has purchased from the BuyBoard on previous occasions. Purchase from the BuyBoard meets all bidding requirements. Funds were budgeted and are available for the purchase of this equipment in the Texarkana Water Utilities 2021-2022 Budget Utility Equipment Acquisition Fund.

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**EXPENSE REQUIRED:** \$434,448.50

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**AMOUNT BUDGETED:** \$434,448.50

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**APPROPRIATION  
REQUIRED:** \$168,218.46

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**RECOMMENDED  
ACTION:** Texarkana Water Utilities staff recommends approval of the purchase.

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**EXHIBITS:** ATTH 01 Quotation



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

**WHEREAS**, Texarkana Water Utilities (TWU) advertised for and obtained pricing on one (1) Freightliner Vac-Con Dual Engine Truck through advertising and bidding via the HGAC BuyBoard, a purchasing cooperative administered by the Texas Association of School Boards; and

**WHEREAS**, the lowest proposal to obtain such item was for a price of \$434,448.50, with the Arkansas portion being \$168,218.46; and

**WHEREAS**, funds for such purpose are budgeted in excess of said amount and available in the Utility's Equipment Acquisition Fund; and

**WHEREAS**, TWU staff recommends approval;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City of Texarkana, Arkansas, that the Texarkana Water Utilities is hereby authorized to purchase through the HGAC BuyBoard one (1) Freightliner Vac-Con Dual Engine Truck at a price not to exceed \$434,448.50, with the Arkansas portion being and not exceeding \$168,218.46.

**PASSED AND APPROVED** this 7<sup>th</sup> day of December, 2021.

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Allen L. Brown, Mayor

**ATTEST:**

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Heather Soyars, City Clerk

**APPROVED:**

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George Matteson, City Attorney



**EQUIPMENT CO. INC.**

**CLS Equipment Co.,Inc.**  
**726 So. Sherman St.**  
**Richardson, TX 75081**  
 972-479-1335 Ph

Date 09/30/2021  
 Number 103686  
 Type of Quote Dual  
 PO

**HGAC Pricing 09\_2021**

Retail Purchaser City of Texarkana, Texas Ship ToCity of Texarkana, Texas  
 Oris Kemp

Comments

**\*\*\*CHASSIS IN STOCK / Availability Subject to Change**

**Model Number - V PD3690H/1000 L A -P**

**Main Information**

Model	PD3690H/1000 ( 9 Cubic Yard / 1000 Gallons of Fresh Water)
Blower	824 Roots Blower Positive Displacement with Filtration
Boom	10' Aluminum Telescoping Boom with Pendant Control Station
Hose Reel	Front Mounted, Articulating to Driver Side (Std Pivot)
Jet Rodder Hose	1000' x 3/4" Jet Rodder Hose - (non-continuous)
Water System	50/3000, GIANT 7000, JD 4 CYL TIER 4 DIESEL 140HP
Water Pump	Giant Pump
Auxiliary Engine	John Deere Tier 4 140 HP

**Other Items**

Qty Description

- 1 Debris Body "Power Flush" System, 8 jets
- 1 6" Knife Valve with Center Post and Handle, in Lieu of the 5" Butterfly Valve (662-0125)
- 1 A Flat Style Rear Door ilo Dome Style Door Including Hydraulic Opener will be Provided
- 1 Rear Splash Shield - Rear Flange Mounted
- 1 Winter Recirculating System for Rodder Hose - FEPTO or Aux Engine Driven Water Pumps
- 1 Air Purge System
- 1 1/4 turn ball valve water drain ( cannot choose both 2-1/2" gate valve and 1/4 turn ball valve, only choose one)
- 1 Lazy Susan Pipe Rack (Holds 5 Pipes)

- 1 Storage Box Behind Cab 16" x 42" x 96"
- 1 LED 4 Strobes - (2) front bumper / (2) rear bumper - Whelen 50A03ZCR - Amber
- 1 LED Arrow Board Wheelen
- 1 Remote Control (Wireless): Boom, Vacuum Breaker, Throttle & Debris Body (includes Hi-Dump, if applicable).  
Does not include remote cable pendant controls for boom or hi dump.
- 1 50' Capacity Retractable Hand Gun Hose Reel
- 1 5' x 8" Aluminum Pipe Extension
- 1 6' x 8" Aluminum Pipe Extension
- 2 8" Quick Clamp, spare, 680-0015
- 1 Hose Footage Counter (Standard - Driver Side)
- 1 Rear Mounted Tow Hooks
- 1 3/4" x 15' Length Leader Hose
- 1 Water Cooler Rack
- 1 LED Boom Mounted Flood Lights with Limb Guard - Whelen NP6BB Worklight
- 1 LED Flood Light - Level Wind Guide with Limb Guard - Whelen NP6BB Worklight
- 1 Traffic Camera With Color Monitor - MUST PICK CAMERA PLACEMENT
- 1 Rear Camera Placement
- 1 Rear Door Drain Valve Flush Out Connection
- 2 Cone Storage Rack - MUST SELECT PLACEMENT BELOW
- 2 Cone Storage Rack Placement - Rear of Frame
- 1 Screen assembly over drain port in debris tank
- 1 Debris tank drain screen placement - Standard drain valve
- 1 Omnibus Precision Power System (OPP)-Electronic Controller System-Includes: a color monitor, electronic footage counter, and pressure compensated hydraulics. AVAILABLE: DUAL AND SINGLE ENG MACHINES.
- 1 LED Midbody Flood Lights with guards - Whelen NP6BB (Driverside and Curbside)
- 1 Hydroexcavation Pkg Inc- 50â€™™ Handgun Hose Reel w/ ½ hose 72"X ½Sch. 80 QD Lance w single Fwd Spray Nozzle, Storage Tubes for Lances Heavy Duty Unloader Valve Main Control Ball Valve Variable Flow Valve
- 1 Boom Headache rack Chassis frame mounted 711-55997A Headache rack with 711-55619 bumper mounted boom docking station.

**Truck Chassis Information**

Pool Truck Chassis Model **Freightliner 114SD 4x2 43000GVWR ISL370 3000RDS**  
 Qty Description

Machine Total \$431,480.50  
 Delivery \$2,968.00  
**Total \$434,448.50**

Offered by: JPS

Accepted by: \_\_\_\_\_





# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt a Resolution authorizing the City Manager to amend the current residential Garbage and Trash Hauler contracts with Edmondson's Trash Service and Richardson Waste, Inc. (PWD) Public Works Director Tyler Richards

**AGENDA DATE:** 12/07/2021

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

**DEPARTMENT:** Public Works Department

**PREPARED BY:** Tracie Lee, Assistant Public Works Director

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**REQUEST:** Adopt a Resolution authorizing the City Manager to amend the residential hauler contracts with Edmondson's Trash Service and Richardson Waste Inc.

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

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**SUMMARY:** The City Manager held a Solid Waste Committee meeting on November 4, 2021, to discuss a residential rate increase for the City's refuse haulers currently under contract.

The recommendation of the committee is to amend the City's hauler contracts to increase their existing refuse rate by \$2.00 and to include an annual CPI increase for the remainder of their contract that shall not exceed three (3) percent. If the CPI is lower than three (3) percent in any given year the increase shall be at the lower rate. If the CPI is higher than three (3) percent in any given year the increase shall be three (3) percent.

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**EXPENSE REQUIRED:** \$0.00

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**AMOUNT BUDGETED:** \$0.00

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**APPROPRIATION  
REQUIRED:** \$0.00

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

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**EXHIBITS:** Resolution and Existing Hauler Contracts.

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

**WHEREAS**, one or more of the current contractors currently under contract with the City to provide residential waste removal and hauling services (all of such service providers, whether or not having recently requested an increase, are hereinafter the “Hauling Contractors”) have requested service rate increases; and

**WHEREAS**, the current contracts with each of the Hauling Contractors are set to expire in September, 2023, unless terminated sooner pursuant to the terms thereof; and

**WHEREAS**, upon consideration by the Solid Waste Committee, it is recommended that:

1. Commencing January 1, 2022, the current residential waste collection and removal rate paid to the Hauling Contractors be increased as follows by an additional Two Dollars (\$2.00) per residential unit;
2. With or without request by any Hauling Contractor, commencing January 1, 2023, for each such hauling contract existing and in effect as of the date of passage of this Resolution and remaining in effect as of January 1, 2023, the residential rate paid to the Hauling Contractor thereafter and thereunder be increased, by a percentage equal to the lesser of (i) three percent (3.00%), or, (ii) 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) with the change under this option numbered 2. being determined by comparison of the identified CPI figure for January 1, 2022, with that of January 1, 2023;
3. Provided that, in no event shall the increase contemplated by option numbered 2. immediately above have any effect or force unless and until allocation or appropriation of funds by the Board of Directors in an amount sufficient and adequate to reasonably pay the estimated expense of such 2023 increase through the end of the then existing term of such hauling contract, either by approval of the FY 2023 budget or by separate appropriation;

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City of Texarkana, Arkansas, that Solid Waste Residential Rate paid to residential Hauling Contractors as set forth above effective January 1, 2022, is approved and, further, that the mechanism and formula for further adjustment on January 1, 2023, described above for any Hauler Contractors so qualifying for such increase pursuant to the terms described above, is approved.

**PASSED AND APPROVED** this 7<sup>th</sup> day of December, 2021.

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Allen L. Brown, Mayor

**ATTEST:**

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Heather Soyars, City Clerk

**APPROVED:**

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George Matteson, City Attorney

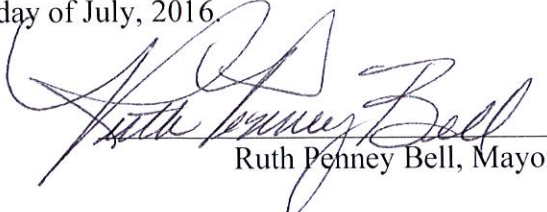
## RESOLUTION NO. 2016-50

**WHEREAS**, the existing Refuse Collection Contracts with Richardson Waste II, Inc., Waste Management of Texas, and Edmondson's Trash Service are all set to expire on September 30, 2016; and

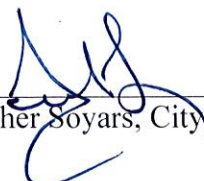
**WHEREAS**, the Solid Waste Management Committee met on June 8, 2016, and again, in conjunction with a workshop of the entire Board of Directors, on June 13, 2016, and recommended that said contracts be extended for an additional seven years (beginning October 1, 2016, and ending September 30, 2023);

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is hereby authorized and directed to offer to each of Richardson Waste II, Inc., Waste Management of Texas and Edmondson's Trash Service a seven year extension of their respective Refuse Collection Contracts; provided, however, that in order for such extension to be binding, the hauler must sign and return, without modification or counteroffer, the written offer of extension provided by the City Manager on or before September 30, 2016; otherwise, any non-extended contract will expire by its terms.

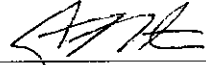
**PASSED AND APPROVED** this 5<sup>th</sup> day of July, 2016.

  
Ruth Penney Bell, Mayor

**ATTEST:**

  
Heather Soyars, City Clerk

**APPROVED:**



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George M. Matteson, City Attorney



July 18, 2016

Richardson Waste II, Inc.  
Rickey Richardson, Owner  
4841 East Street  
Texarkana, AR 71854

*RE: Refuse Collection Contract dated September 2, 2009, by and between  
the City of Texarkana, Arkansas, and Richardson Waste II, Inc.  
("the Contract")*

Dear Richardson Waste II, Inc.:

In accordance with the Resolution No. 2016-50, I am authorized to offer an extension of the referenced Contract, on its current terms and conditions, for a period of seven (7) years beginning October 1, 2016, through September 30, 2023. If you would like to extend this contract, please have an authorized person sign in the space below and return to me. Please be advised that I must be in receipt of your return on or before the close-of-business on September 30, 2016 (See enclosed Resolution No. 2016-50).


Thank you for your attention in this matter.

Sincerely,

  
Doctor Kenny Haskins

**AGREED AND ACCEPTED:**

**RICHARDSON WASTE II, INC.**

By:   
Name: DAVID RICKEY RICHARDSON  
Title: OWNER  
Date: 8/12/2016

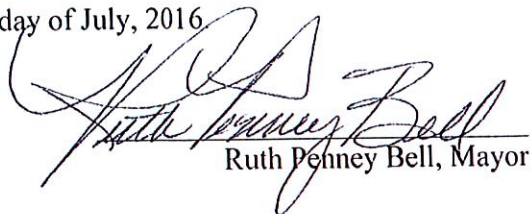
## RESOLUTION NO. 2016-50

**WHEREAS**, the existing Refuse Collection Contracts with Richardson Waste II, Inc., Waste Management of Texas, and Edmondson's Trash Service are all set to expire on September 30, 2016; and

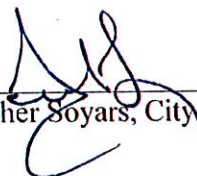
**WHEREAS**, the Solid Waste Management Committee met on June 8, 2016, and again, in conjunction with a workshop of the entire Board of Directors, on June 13, 2016, and recommended that said contracts be extended for an additional seven years (beginning October 1, 2016, and ending September 30, 2023);

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is hereby authorized and directed to offer to each of Richardson Waste II, Inc., Waste Management of Texas and Edmondson's Trash Service a seven year extension of their respective Refuse Collection Contracts; provided, however, that in order for such extension to be binding, the hauler must sign and return, without modification or counteroffer, the written offer of extension provided by the City Manager on or before September 30, 2016; otherwise, any non-extended contract will expire by its terms.

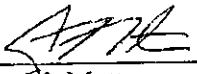
**PASSED AND APPROVED** this 5<sup>th</sup> day of July, 2016

  
Ruth Penney Bell, Mayor

**ATTEST:**

  
Heather Soyars, City Clerk

**APPROVED:**

  
\_\_\_\_\_  
George M. Matteson, City Attorney

## REFUSE COLLECTION CONTRACT

The City of Texarkana, Arkansas, hereinafter called "City," acting herein by and through its duly authorized City Manager, and Richardson Waste II, Inc., hereinafter called "Contractor," for and in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

(1) Contractor hereby agrees to collect trash and refuse as set forth in this contract in the territory allocated to Contractor as set forth in the map attached hereto and made a part hereof.

(2) Services under this contract shall include single family, duplex, and multi-family units. The City Manager of the City shall be the final authority in all questions, complaints, or problems encountered regarding service delivery under this contract.

(3) The term of the contract shall be seven (7) years. The contract shall be effective October 1, 2009, through September 30, 2016.

(4) The City reserves the right to cancel this contract for any reason and at its sole discretion with ninety (90) days written notice. If Contractor is unable or does not provide services in accordance with the terms of this contract or for violations of law, the City reserves the right to cancel the contract immediately.

(5) The monthly service charge per residential unit shall be \$8.96.

(6) The City, at its sole discretion, may receive and consider Contractor requests for service rate increases under this contract. Rate increase requests will not be considered for the first year of this contract. In contract years 2-7, rate increase requests may be received and considered only if filed in the Office of the City Manager during the month of October for possible consideration during the month of November to be effective January 1.

(7) Contractor may file written rate increase requests at any time for costs related to changes in state or federal rules or regulations governing solid waste disposal. Increases in service costs for any other reason, including changes in state or federal minimum

wage requirements, will not be considered herein except in accordance with the provisions of paragraph number 6 above. Rate increase requests under this section are not automatic, as to either consideration or approval, and are at the sole discretion of and require the approval of the City.

(8) All waste collected under this contract shall be disposed of as specified by the City. The City reserves the right for the City Manager to change the location to which waste is transported and disposed of at any time with thirty (30) days written notice. Residential garbage is currently transported to and disposed of in accordance with the City's disposal contract with Western Waste Industries utilizing the New Boston Landfill. Yard waste is transported to and disposed of at either the City Compost Site at the South Regional Wastewater Treatment Facility, the New Boston Landfill, or other locations as specified by the City Manager. Contractor shall pay all costs related to the collection and transportation of said waste to the City-specified disposal sites, including but not limited to operating costs, insurance coverages, and local, state, or federal regulatory or other related fees and charges. Contractor shall be responsible for any and all fees, fines, and/or penalties due or assessed against Contractor during the term of this contract. Failure to maintain required permits necessary to transport waste from the City to the disposal site as well as failure by Contractor to pay any and all fees, fines, and penalties due or assessed against Contractor during the term of this contract shall be grounds for immediate contract termination.

(9) Regular residential garbage shall be collected a minimum of two (2) times per week, with collections on either Monday and Thursday or Tuesday and Friday. Services in residential neighborhoods shall not begin before 5:00 a.m. and shall not be continued past 7:00 p.m. daily, Monday through Friday. Service day or time changes require the written approval of the City Manager at least sixty (60) days in advance. Contractor is responsible for the payment of 100% of the costs necessary to provide notice to City residents of the service day and/or time changes. In addition, Contractor shall provide without charge to each of its pick-up customers a magnetic strip on which Contractor's name, mailing address, and telephone number shall be printed together with the collection days for such customers. Contractor shall collect garbage at the curb, edge of the street right-of-way, or at locations granted by exceptions. Upon application

to the City Manager, exceptions can be granted to such collection points for customers with disabilities. Contractor will retrieve the container from such location and return the container there after it has been emptied. Any dispute related to service frequency or location shall be determined by the City Manager, who is the final authority regarding said matter.

(10) Yard waste shall be collected one time per week on Wednesday. Service time restrictions and collection point locations are as specified in number 9 above.

(11) Multi-family apartment owners whose multi-family residences at a single location exceed eight (8) shall have the option to use container (commercial dumpster) pickup on the same frequency as residential garbage. Contractor shall provide containers of a volume agreeable to Contractor and the owner at no additional cost above the contract specified standard residential rate per unit. The City Manager shall have final authority to settle any dispute between Contractor and the apartment owner regarding container volume or frequency of service provided. If normal refuse usage requires the hauler to collect refuse at a frequency greater than twice per week, such pick up is considered subsidiary to the normal service and provided at no additional cost to owner and city. Should the apartment owner wish special pickups or container volume for apartment cleanup or other purposes, it shall be supplied at the City-approved commercial rate per dumpster with no other fees, including rentals or insurance charges, added. Contractor shall report all requests for additional service to the City within seven (7) day of initiation, with the cost for services billed and collected by the City. Contractor is responsible for insuring that all charges for services provided under this contract are billed by the City. Container (commercial dumpster) service delivery at applicable multi-family apartment complexes may be contracted with the written approval of the City Manager, with the cost for services billed and collected by the City. Failure to fully comply with all terms as to service provision and City billing and collection requirements shall be grounds for immediate contract termination at the sole discretion of the City.

(12) Garbage shall be placed in watertight containers weighing, when full, not in excess of 50 pounds and having a lid or cover and handles for easy lifting. Said containers shall be free of holes in or near the base or bottom and may be galvanized metal or plastic as

determined by the City Manager. Yard waste shall be neatly bundled or placed in disposable paper or plastic bags.

(13) Contractor shall provide liability insurance coverage for all of its vehicles and equipment as required by state laws. Said coverage shall name the City as an additional named insured in said policies. Contractor shall provide worker's compensation coverage as required by state law. Proof of such coverages must be provided to the City annually on or before January 1.

(14) Contractor shall operate and provide all services under this contract in conformance with all applicable local, state, and federal laws, rules, or regulations, including wage and hour requirements. Failure to comply with this provision shall be grounds for immediate contract termination at the City's sole discretion.

(15) Contractor further agrees to indemnify and hold the City harmless for any and all claims, losses, and/or damages made or incurred while providing services under this contract. Contractor will be required to execute formal indemnification and hold harmless agreements as the City may require from time to time.

(16) All service fees provided under this contract must be billed and collected by the City. It is Contractor's responsibility to insure that the City has a full accounting of all units served and that all services are provided in accordance with this contract or the City Code specified rates for refuse services. Additional charges, including those for rentals and insurance, shall not be permitted.

(17) All books and records of Contractor must be made available for the City's review annually during the audit process. Said audit and review requirements shall be applicable for all records related to the provision of services under this contract. Contractor will be required to document compliance with all applicable local, state, and federal rules, laws, or regulations during the audit process. Failure of Contractor to comply with this section shall be grounds for immediate contract termination at the sole discretion of the City.

(18) Contractor shall follow all local and state traffic and transportation laws and regulations in the course of providing services under this contract. Contractor shall transport all waste for disposal in a timely manner. Contractor shall safely operate equipment and motor

vehicles so that the streets and drives of the City are not damaged in any way. Contractor is liable for any and all damages to City streets or drives that occur in the course of fulfilling the terms of this contract. In the event of a dispute under this section, the City Manager shall be the final authority.

(19) Contractor shall provide, free of charge, containers (commercial dumpster) as specified by the City Manager at various City-owned and operated facilities and dispose of all waste at said facilities the same as provided for all residential customers. Regular collection and disposal services shall be provided free of charge for services needed at City facilities on a door-to-door basis as specified by the City Manager.

(20) All City Code provisions are considered part of this contract as if stated verbatim herein.

(21) Contractor agrees to pay all applicable income, property, occupation, and vehicle taxes on its business and equipment and to comply with all licensing requirements of the State of Arkansas and the Southwest Arkansas Regional Solid Waste Management Board.

(22) Contractor agrees that the equipment used in the collection and removal of refuse shall be safe and so constructed as to retain all garbage, including wet garbage, and shall be covered so as to prevent any garbage or refuse from falling into the streets and drives.

(23) City agrees not to enter into any agreements with other parties during the term of this contract for the collection of residential trash and refuse over Contractor's route as defined in the exhibit attached hereto so long as Contractor provides adequate service. Contractor agrees not to engage in the business of refuse collection from residential units in the City of Texarkana, Arkansas, except in its designated area. Collector acknowledges that the City Manager will be charged with the administration of the garbage and refuse program and this contract. Contractor agrees to meet with the City Manager upon his request to discuss complaints and operational problems and to conform to reasonable requests regarding said operational problems. Contractor shall designate a person and phone number for contact on a day-to-day basis and will insure that said phone is answered at all times during normal business hours. Contractor's name and phone number shall be shown on all equipment used in operation of this contract.



(24) In the event the City annexes additional land contiguous to that land allocated Contractor, it shall be the duty of said Contractor, if requested by the City to do so, to provide refuse collection to the annexed land upon the terms and conditions as set forth in this contract within thirty (30) days after the annexation becomes final.

(25) This contract and any and all rights and obligations hereunder may be assigned by Contractor only with the prior written consent of the City.

EXECUTED ORIGINALS this 2<sup>ND</sup> day of SEPTEMBER, 2009.

CITY OF TEXARKANA, ARKANSAS

By: Harold E. Boldt  
Harold E. Boldt  
City Manager

ATTEST:

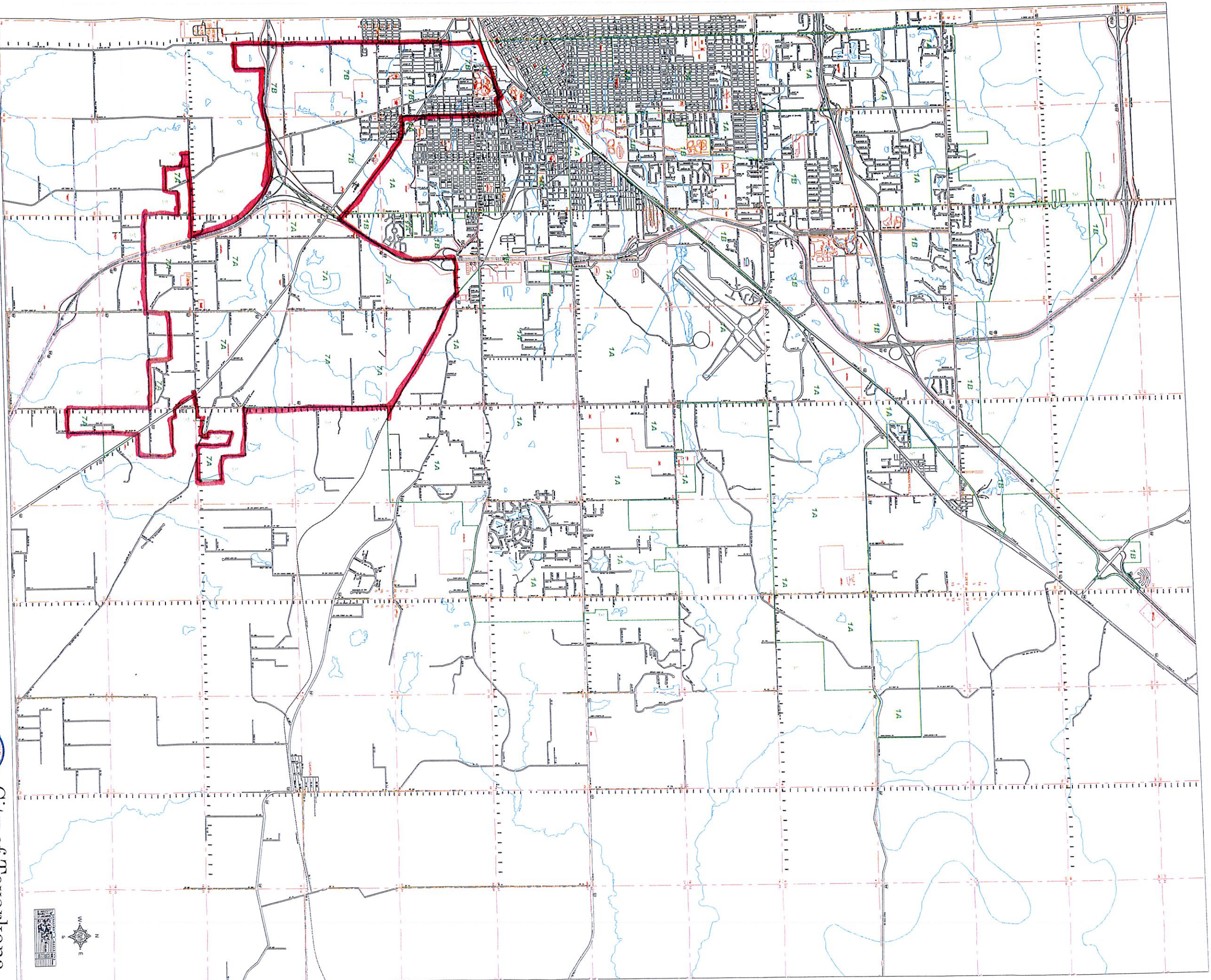
Patti Scott Grey  
Patti Scott Grey, City Secretary

RICHARDSON WASTE II, INC.

By: David Rickey  
DAVID RICKEY RICHARDSON President



"2016 MAP"

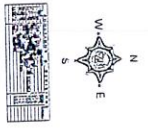


1A RICHARDSON WASTE II  
1B RICHARDSON WASTE II  
7A EDMONDSON TRASH SERVICE  
7B EDMONDSON TRASH SERVICE

MON & THURS (870) 779-1429  
TUES & FRI (870) 779-1429  
MON & THURS (903) 280-1677  
TUES & FRI (903) 280-1677

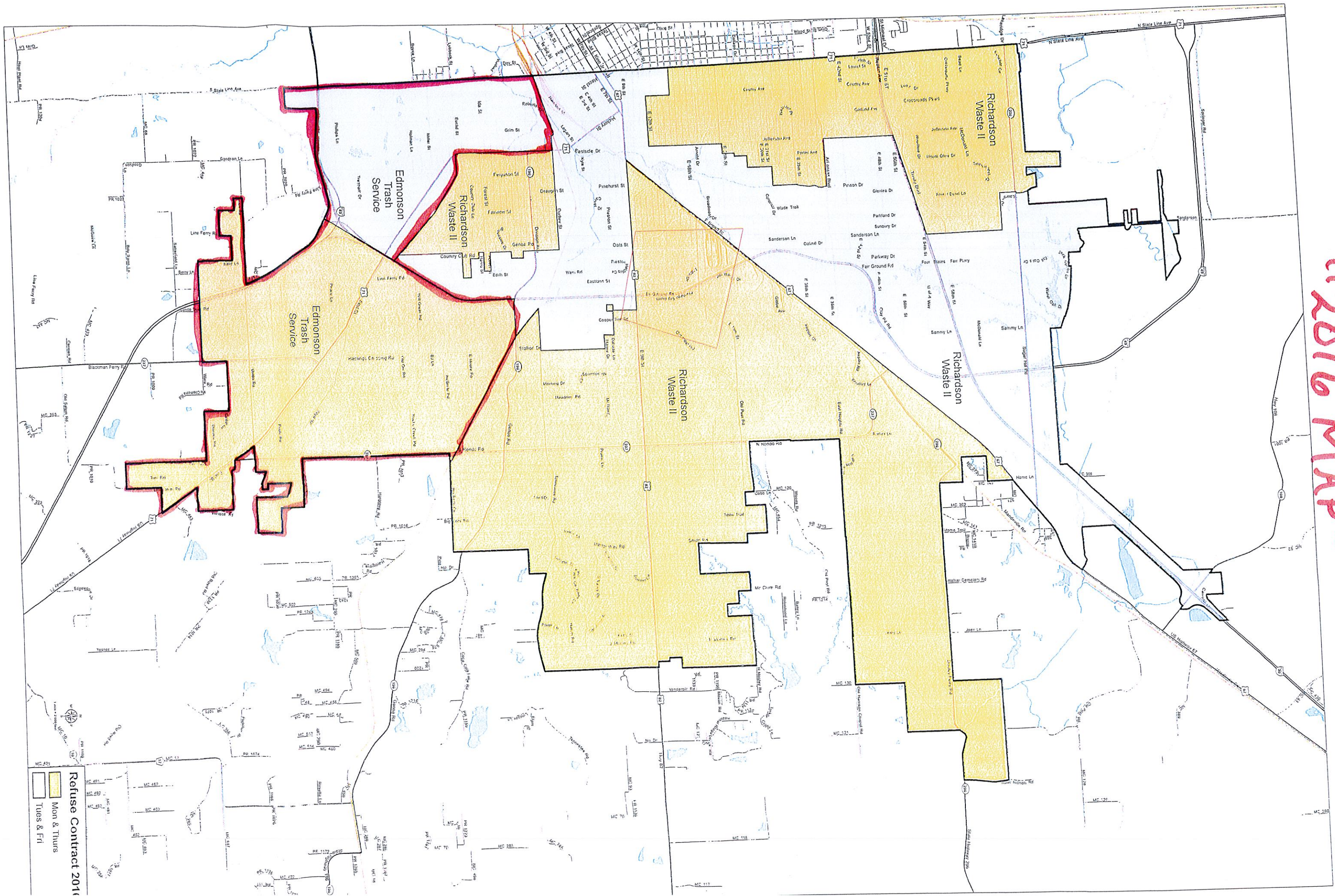


City of Texarkana  
Arkansas  
Refuse Map  
Scale 1"=1,500'





# "2016 MAP"





July 18, 2016

Edmondson Trash Service  
Terry Tussey – Owner  
4518 Blackman Ferry Rd.  
Texarkana, AR 71854

*RE: Refuse Collection Contract dated August 25, 2009, by and between the City of Texarkana, Arkansas, and Edmondson Trash Service as supplemented by Supplemental Agreement and Amendment of Refuse Collection Contract dated January 7, 2013 (collectively, the "Contract")*

Dear Edmondson Trash Service:

In accordance with the Resolution No. 2016-50, I am authorized to offer an extension of the referenced Contract, on its current terms and conditions, for a period of seven (7) years beginning October 1, 2016, through September 30, 2023. If you would like to extend this contract, please have an authorized person sign in the space below and return to me. Please be advised that I must be in receipt of your return on or before the close-of-business on September 30, 2016 (See enclosed Resolution No. 2016-50).

Thank you for your attention in this matter.

Sincerely,



Doctor Kenny Haskins

**AGREED AND ACCEPTED:**

**EDMONDSON TRASH SERVICE**

By: Terry Tussey  
Name: Terry Tussey  
Title: Owner  
Date: 8-31-16

## REFUSE COLLECTION CONTRACT

The City of Texarkana, Arkansas, hereinafter called "City," acting herein by and through its duly authorized City Manager, and Edmondson Trash Service, hereinafter called "Contractor," for and in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

(1) Contractor hereby agrees to collect trash and refuse as set forth in this contract in the territory allocated to Contractor as set forth in the map attached hereto and made a part hereof.

(2) Services under this contract shall include single family, duplex, and multi-family units. The City Manager of the City shall be the final authority in all questions, complaints, or problems encountered regarding service delivery under this contract.

(3) The term of the contract shall be seven (7) years. The contract shall be effective October 1, 2009, through September 30, 2016.

(4) The City reserves the right to cancel this contract for any reason and at its sole discretion with ninety (90) days written notice. If Contractor is unable or does not provide services in accordance with the terms of this contract or for violations of law, the City reserves the right to cancel the contract immediately.

(5) The monthly service charge per residential unit shall be \$8.96.

(6) The City, at its sole discretion, may receive and consider Contractor requests for service rate increases under this contract. Rate increase requests will not be considered for the first year of this contract. In contract years 2-7, rate increase requests may be received and considered only if filed in the Office of the City Manager during the month of October for possible consideration during the month of November to be effective January 1.

(7) Contractor may file written rate increase requests at any time for costs related to changes in state or federal rules or regulations governing solid waste disposal. Increases in service costs for any other reason, including changes in state or federal minimum

wage requirements, will not be considered herein except in accordance with the provisions of paragraph number 6 above. Rate increase requests under this section are not automatic, as to either consideration or approval, and are at the sole discretion of and require the approval of the City.

(8) All waste collected under this contract shall be disposed of as specified by the City. The City reserves the right for the City Manager to change the location to which waste is transported and disposed of at any time with thirty (30) days written notice. Residential garbage is currently transported to and disposed of in accordance with the City's disposal contract with Western Waste Industries utilizing the New Boston Landfill. Yard waste is transported to and disposed of at either the City Compost Site at the South Regional Wastewater Treatment Facility, the New Boston Landfill, or other locations as specified by the City Manager. Contractor shall pay all costs related to the collection and transportation of said waste to the City-specified disposal sites, including but not limited to operating costs, insurance coverages, and local, state, or federal regulatory or other related fees and charges. Contractor shall be responsible for any and all fees, fines, and/or penalties due or assessed against Contractor during the term of this contract. Failure to maintain required permits necessary to transport waste from the City to the disposal site as well as failure by Contractor to pay any and all fees, fines, and penalties due or assessed against Contractor during the term of this contract shall be grounds for immediate contract termination.

(9) Regular residential garbage shall be collected a minimum of two (2) times per week, with collections on either Monday and Thursday or Tuesday and Friday. Services in residential neighborhoods shall not begin before 5:00 a.m. and shall not be continued past 7:00 p.m. daily, Monday through Friday. Service day or time changes require the written approval of the City Manager at least sixty (60) days in advance. Contractor is responsible for the payment of 100% of the costs necessary to provide notice to City residents of the service day and/or time changes. In addition, Contractor shall provide without charge to each of its pick-up customers a magnetic strip on which Contractor's name, mailing address, and telephone number shall be printed together with the collection days for such customers. Contractor shall collect garbage at the curb, edge of the street right-of-way, or at locations granted by exceptions. Upon application



to the City Manager, exceptions can be granted to such collection points for customers with disabilities. Contractor will retrieve the container from such location and return the container there after it has been emptied. Any dispute related to service frequency or location shall be determined by the City Manager, who is the final authority regarding said matter.

(10) Yard waste shall be collected one time per week on Wednesday. Service time restrictions and collection point locations are as specified in number 9 above.

(11) Multi-family apartment owners whose multi-family residences at a single location exceed eight (8) shall have the option to use container (commercial dumpster) pickup on the same frequency as residential garbage. Contractor shall provide containers of a volume agreeable to Contractor and the owner at no additional cost above the contract specified standard residential rate per unit. The City Manager shall have final authority to settle any dispute between Contractor and the apartment owner regarding container volume or frequency of service provided. If normal refuse usage requires the hauler to collect refuse at a frequency greater than twice per week, such pick up is considered subsidiary to the normal service and provided at no additional cost to owner and city. Should the apartment owner wish special pickups or container volume for apartment cleanup or other purposes, it shall be supplied at the City-approved commercial rate per dumpster with no other fees, including rentals or insurance charges, added. Contractor shall report all requests for additional service to the City within seven (7) day of initiation, with the cost for services billed and collected by the City. Contractor is responsible for insuring that all charges for services provided under this contract are billed by the City. Container (commercial dumpster) service delivery at applicable multi-family apartment complexes may be contracted with the written approval of the City Manager, with the cost for services billed and collected by the City. Failure to fully comply with all terms as to service provision and City billing and collection requirements shall be grounds for immediate contract termination at the sole discretion of the City.

(12) Garbage shall be placed in watertight containers weighing, when full, not in excess of 50 pounds and having a lid or cover and handles for easy lifting. Said containers shall be free of holes in or near the base or bottom and may be galvanized metal or plastic as

determined by the City Manager. Yard waste shall be neatly bundled or placed in disposable paper or plastic bags.

(13) Contractor shall provide liability insurance coverage for all of its vehicles and equipment as required by state laws. Said coverage shall name the City as an additional named insured in said policies. Contractor shall provide worker's compensation coverage as required by state law. Proof of such coverages must be provided to the City annually on or before January 1.

(14) Contractor shall operate and provide all services under this contract in conformance with all applicable local, state, and federal laws, rules, or regulations, including wage and hour requirements. Failure to comply with this provision shall be grounds for immediate contract termination at the City's sole discretion.

(15) Contractor further agrees to indemnify and hold the City harmless for any and all claims, losses, and/or damages made or incurred while providing services under this contract. Contractor will be required to execute formal indemnification and hold harmless agreements as the City may require from time to time.

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(17) All books and records of Contractor must be made available for the City's review annually during the audit process. Said audit and review requirements shall be applicable for all records related to the provision of services under this contract. Contractor will be required to document compliance with all applicable local, state, and federal rules, laws, or regulations during the audit process. Failure of Contractor to comply with this section shall be grounds for immediate contract termination at the sole discretion of the City.

(18) Contractor shall follow all local and state traffic and transportation laws and regulations in the course of providing services under this contract. Contractor shall transport all waste for disposal in a timely manner. Contractor shall safely operate equipment and motor



vehicles so that the streets and drives of the City are not damaged in any way. Contractor is liable for any and all damages to City streets or drives that occur in the course of fulfilling the terms of this contract. In the event of a dispute under this section, the City Manager shall be the final authority.

(19) Contractor shall provide, free of charge, containers (commercial dumpster) as specified by the City Manager at various City-owned and operated facilities and dispose of all waste at said facilities the same as provided for all residential customers. Regular collection and disposal services shall be provided free of charge for services needed at City facilities on a door-to-door basis as specified by the City Manager.

(20) All City Code provisions are considered part of this contract as if stated verbatim herein.

(21) Contractor agrees to pay all applicable income, property, occupation, and vehicle taxes on its business and equipment and to comply with all licensing requirements of the State of Arkansas and the Southwest Arkansas Regional Solid Waste Management Board.

(22) Contractor agrees that the equipment used in the collection and removal of refuse shall be safe and so constructed as to retain all garbage, including wet garbage, and shall be covered so as to prevent any garbage or refuse from falling into the streets and drives.

(23) City agrees not to enter into any agreements with other parties during the term of this contract for the collection of residential trash and refuse over Contractor's route as defined in the exhibit attached hereto so long as Contractor provides adequate service. Contractor agrees not to engage in the business of refuse collection from residential units in the City of Texarkana, Arkansas, except in its designated area. Collector acknowledges that the City Manager will be charged with the administration of the garbage and refuse program and this contract. Contractor agrees to meet with the City Manager upon his request to discuss complaints and operational problems and to conform to reasonable requests regarding said operational problems. Contractor shall designate a person and phone number for contact on a day-to-day basis and will insure that said phone is answered at all times during normal business hours. Contractor's name and phone number shall be shown on all equipment used in operation of this contract.

(24) In the event the City annexes additional land contiguous to that land allocated Contractor, it shall be the duty of said Contractor, if requested by the City to do so, to provide refuse collection to the annexed land upon the terms and conditions as set forth in this contract within thirty (30) days after the annexation becomes final.

(25) This contract and any and all rights and obligations hereunder may be assigned by Contractor only with the prior written consent of the City.

EXECUTED ORIGINALS this 25<sup>th</sup> day of AUGUST, 2009.

CITY OF TEXARKANA, ARKANSAS

By: Harold E. Boldt  
Harold E. Boldt  
City Manager

ATTEST:

Patti Scott Grey  
Patti Scott Grey, City Secretary

By: Terry Tussy  
Edmondson Trash Service



**SUPPLEMENTAL AGREEMENT AND  
AMENDMENT OF REFUSE COLLECTION CONTRACT  
Edmondson Trash Service**

STATE OF ARKANSAS    )

COUNTY OF MILLER    )

THIS agreement is by and between the City of Texarkana, Arkansas and **Edmondson Trash Service** hereinafter known as Contractor, with principal offices located in **Texarkana, Arkansas**.

WHEREAS, the City and Contractor have entered into an agreement such that the Contractor is to provide the following Trash Services: **Refuse Collection Contract**.

WHEREAS, the above referenced agreement Item No. 8 provides that the Contractor shall dispose of garbage with Western Waste Industries New Boston Landfill according to the Contract the City has with Western Waste Industries; and

WHEREAS, the Contract with Western Waste Industries Item No. 6 provides that residential waste shall be disposed of at no cost to the residential refuse collector; and

WHEREAS, the current weekly residential refuse collected for the City of Texarkana is approximately forty-five (45) pounds per week in 2012 and Edmondson Trash Service has one hundred and eighty-nine (189) customers amounting to approximately four and one quarter (4 ¼) tons per week; and

WHEREAS, the yearly average of forty-five (45) pounds per week shall be adjusted each year based on the average of Waste Management and Richardson Waste II, Inc.; and

WHEREAS, the Refuse Collection Contract Item No. 18 provides the Contractor shall transport all waste for disposal in a timely manner and the Contractor states the amount of garbage collected on Monday does not fill half of his truck and he stores the material until the Thursday collection using watering to keep the smell down; and

WHEREAS, the Contractor desires to mix his commercial garbage with the residential garbage to allow him to transport the material in a timely manner; and

WHEREAS, the Contractor agrees to have the amount of garbage above the agreed upon four and one quarter (4 ¼) tons charged to him by Western Waste Industries; and

WHEREAS, the City agrees to pay for four and one quarter (4 ¼) tons of garbage disposal per week and make adjustments based on the average pounds per week yearly;

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the parties agree as follows:

**SUPPLEMENTAL AGREEMENT AND  
AMENDMENT OF REFUSE COLLECTION CONTRACT  
Edmondson Trash Service**

Contractor shall pay Western Waste Industries for any additional tonnage above the agreed upon four and one quarter (4 ¼) tons per week. The City shall pay Western Waste Industries for four and one quarter (4 ¼) tons per week. Additionally, the Commercial rate is subject to Contractor negotiating with Western Waste Industries in accordance with the City's Landfill Contract Item 7 which states: "Commercial refuse haulers will be charged a fee by Contractor for disposal of waste at Contractor's landfill." Either party can cancel this agreement by providing a 30 day written notice.

Signed and effective on this the 7<sup>th</sup> day of January, 2013.

CITY OF TEXARKANA, ARKANSAS

By: Harold C Boldt

Printed Name: Harold Boldt

Title: City Manager

ATTEST:

[Signature]  
CITY CLERK

APPROVED AS TO FORM:

[Signature]  
CITY ATTORNEY

Edmondson Trash Service, CONTRACTOR

By: Terry Tussey

Printed Name: Terry Tussey

Title: owner

Attachments: Refuse Collection Contract – Edmondson, Landfill Contract & Amendment

File: G:\Department Files\Public Works\Refuse\Contracts\Refuse  
Contracts\Supplemental Agreement - Hauler Contract - Edmundson Waste.doc

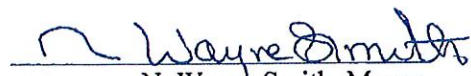
**RESOLUTION NO. 5966**

**WHEREAS**, the Public Works Department has requested that the City enter into a supplemental agreement with Edmondson Trash Service to establish a set tonnage of four and one-quarter tons to be paid weekly by the City to Western Waste Industries for landfill charges of residential waste associated with Edmondson Trash Service and to allow Edmondson Trash Service to mix its commercial garbage with its residential garbage to alleviate the negative impact to both the City and Edmondson Trash Service; and

**WHEREAS**, the City Manager and Staff recommend approval; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is authorized and directed to execute a supplemental agreement with Edmondson Trash Service as set forth above.

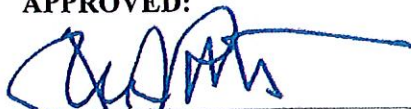
**PASSED AND APPROVED** this 7th day of January, 2013.

  
N. Wayne Smith, Mayor

**ATTEST:**

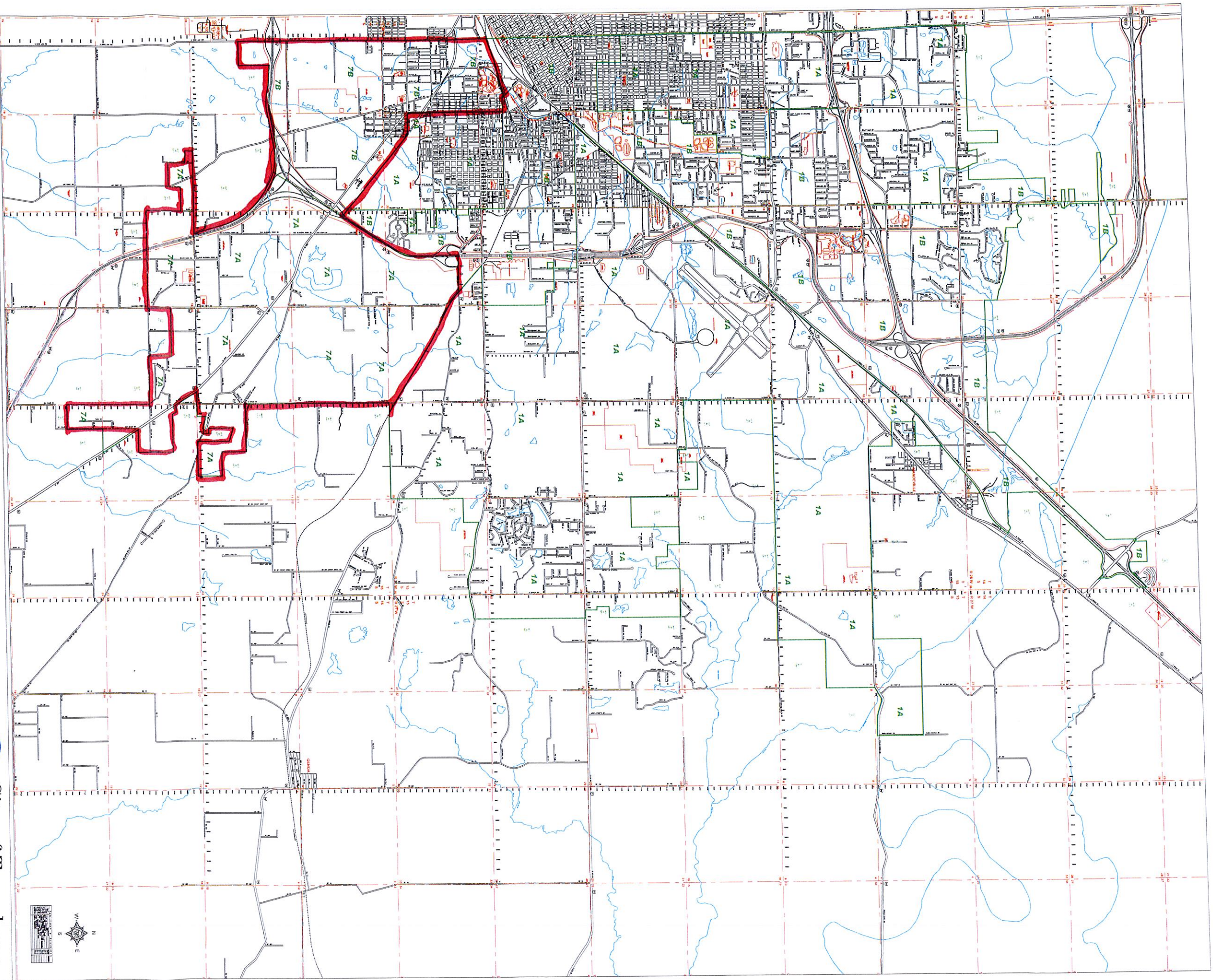
  
Patti Scott Grey, City Clerk

**APPROVED:**

  
City Attorney



# "2016 MAP"



1A RICHARDSON WASTE II  
1B RICHARDSON WASTE II  
7A EDMONDSON TRASH SERVICE  
7B EDMONDSON TRASH SERVICE

MON & THURS  
TUES & FRI  
MON & THURS  
TUES & FRI

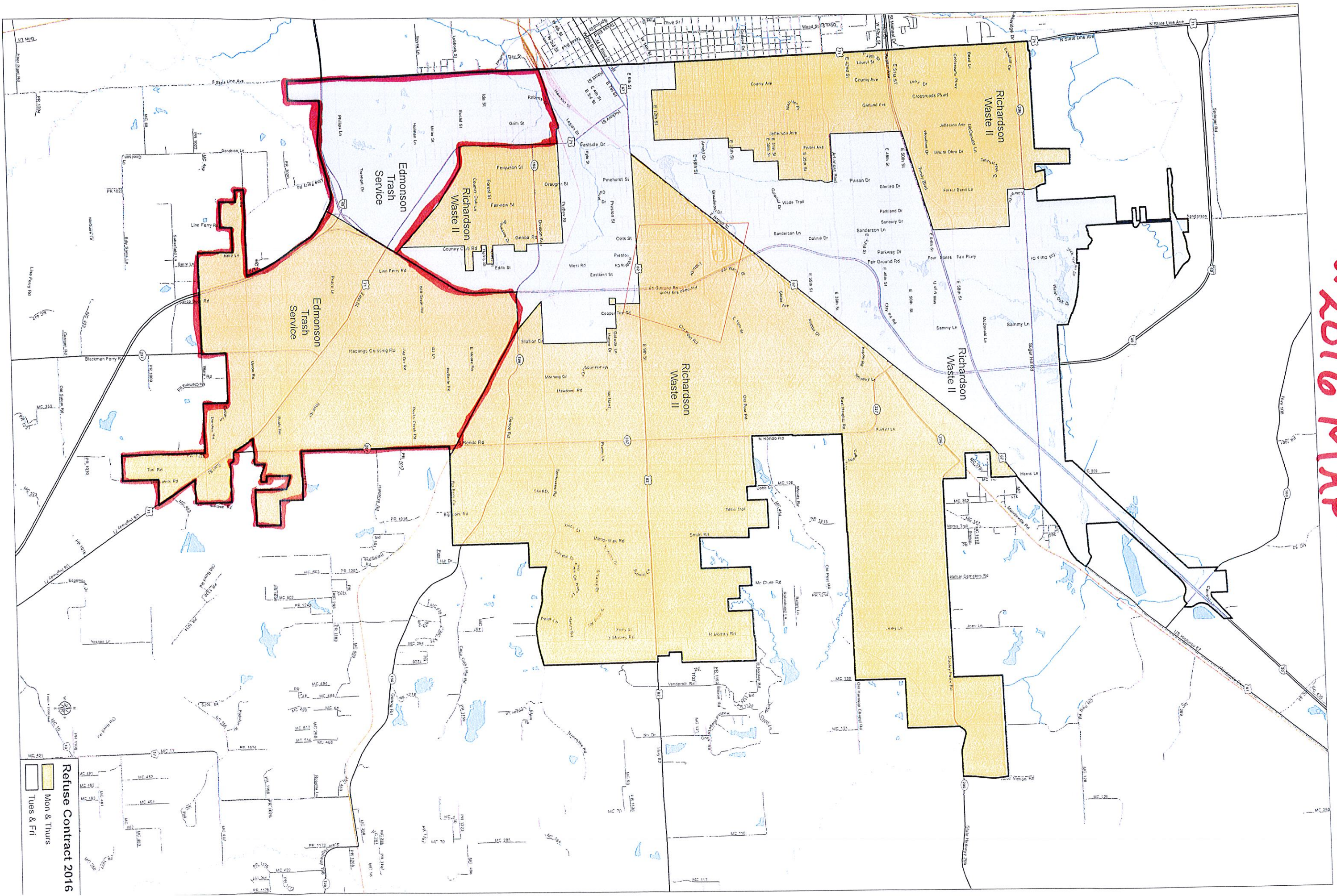
(870) 779-1429  
(870) 779-1429  
(903) 280-1677  
(903) 280-1677



City of Texarkana  
Arkansas  
Refuse Map  
Scale 1"=1,500'



# "2016 MAP"







## CITY OF TEXARKANA, AR BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt an Ordinance accepting the annexation of certain territory to the City of Texarkana, Arkansas, approving the schedule of services to be extended to said area; assigning such to wards and zoning districts and for other purposes. (Ward 1) (PWD-Planning) City Planner Mary Beck

**AGENDA DATE:** 11/10/2021

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

**DEPARTMENT:** Public Works/Planning

**PREPARED BY:** Mary Beck

---

**REQUEST:** Adopt an ordinance accepting the annexation of certain territory to the City of Texarkana, Arkansas, approving the schedule of services to be extended to said area; assigning such to wards and zoning districts and for other purposes.

**EMERGENCY CLAUSE:** None requested

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**SUMMARY:** The Planning Commission recommends the default R-1 Rural residential zone for a two (2) acre tract of land containing a single-family home if annexation to the City is approved. Any land within the City limits is required to have a zoning assignment.

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**EXPENSE REQUIRED:** 0

---

**AMOUNT BUDGETED:** 0

---

**APPROPRIATION  
REQUIRED:** 0

---

**RECOMMENDED  
ACTION:** The Planning Commission recommends R-1 Rural residential as appropriate zoning for the current land use.

---

**EXHIBITS:** Ordinance, Memo to City Manager, court order, petition, deed, location map.



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF TEXARKANA, ARKANSAS, APPROVING THE SCHEDULE OF SERVICES TO BE EXTENDED TO SAID AREA; ASSIGNING SUCH TO WARDS AND ZONING DISTRICTS AND FOR OTHER PURPOSES**

**WHEREAS**, a petition was filed, pursuant to Arkansas Code Annotated Section 14-40-609, for the annexation of certain territory in the City of Texarkana, Arkansas; and

**WHEREAS**, the Miller County Assessor and the Miller County Clerk have (A) Verified the identity of the petitioner; (B) Verified that the property owner is Sheree Potter and included in the petition that she does wish to have her property annexed; (C) Verified that the property or properties are contiguous with the City; (D) Verified that no enclaves will be created if the petition is accepted by the City; and presented the petition and their respective verifications to the Miller County Judge; and

**WHEREAS**, the County Judge has (A) reviewed the petition and verifications for completeness and accuracy; (B) determined that no enclaves will be created by the annexation; (C) confirmed that the petition contains a schedule of services and (D) issued an order articulating these finding and forwarded the petition and order to the contiguous City of Texarkana, Arkansas, for consideration; and

**WHEREAS**, the Planning Commission of the City of Texarkana, Arkansas, recommends R-1 Rural Residential Zoning if annexation is approved; and

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

**SECTION 1:** That the following described territory, contiguous to the City of Texarkana, Arkansas, be and the same is hereby accepted as part of, and annexed to and made a part of the City of Texarkana, Arkansas:

A TRACT OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (S/W ¼ NW ¼) OF SECTION 11, TOWNSHIP 16 SOUTH RANGE 28 WEST, IN MILLER COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT 792.00 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW ¼ NW ¼) OF SECTION ELEVEN (11) TOWNSHIP SIXTEEN (16) SOUTH, RANGE TWENTY-EIGHT (28) WEST, MILLER COUNTY, ARKANSAS;

THENCE SOUTH, 300.40 FEET WITH THE WEST LINE OF THE SAID SW ¼ OF THE NW ¼ OF SECTION 11, BEING IN THE APPROXIMATE CENTER OF ARKANSAS HIGHWAY NO. 237, TO AN IRON POINT FOR CORNER;

THENCE SOUTH 64° 00' EAST, 269.24 FEET WITH THE APPROXIMATE CENTER OF A COUNTY ROAD TO A POINT FOR CORNER;

THENCE NORTH 418.42 FEET, PARALLEL TO THE WEST LINE OF THE SW ¼ OF THE NW ¼ OF SECTION 11, TO AN IRON PIN FOR CORNER IN THE NORTH LINE OF SAME;

THENCE WEST 242.00 FEET WITH THE NORTH LINE OF THE SW ¼ OF THE NW ¼ OF SECTION 11, TO THE POINT OF BEGINNING AND CONTAINING 2.00 ACRES OF LAND, MORE OR LESS.

**SECTION 2.** That the territory is currently serviced with electricity and municipal water and the following schedule of services shall be extended to the area by the City of Texarkana, Arkansas, within the statutorily requested three (3) year period after the date the annexation becomes final, as follows: fire protection and police protection.

**SECTION 3:** That the above-described territory shall be annexed to and made part of WARD 1, of the City of Texarkana, Arkansas, and the same shall henceforth be a part of said WARD as fully as existing part of said WARD.

**SECTION 4:** That the above-described territory shall be and is assigned to have a zoning district designation of R-1 Rural Residential Zoning.

**SECTION 5:** Thirty (30) days after passage and publication or posting of this Ordinance as authorized by law, the annexation shall be final, and the property shall be within the corporate limits of the city except as otherwise ordered by the Circuit Court pursuant to a cause of action filed within said thirty (30) day period.

**PASSED AND APPROVED** this 7<sup>th</sup> day of December, 2021.

---

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:** November 10, 2021

**SUBJECT:** Board of Directors Agenda item for 12-07-2021 – **Zoning recommendation** – Request by Sheree Potter, 4245 S. Rondo Road, Texarkana, AR 71854 for a required zoning recommendation to the Board of Directors of the City of Texarkana, Arkansas for her petition to annex property into the City. The parcel is located at 4245 S. Rondo Road. The property is on the east side of Rondo Road and is within a gap of land that alternates between City and County jurisdictions.

### LEGAL DESCRIPTION:

The property is legally described as A Tract of land being a part of the SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of Section 11, Township 16S, Range 28W, Texarkana, Miller County, Arkansas, and contains 2 acres more or less.

### REASON FOR REQUEST:

Any request for annexation to the City must have a recommendation for zoning from the Planning Commission.

### EXISTING LAND USES:

Site: Single-family dwelling  
North: vacant land  
East: Single-family dwelling  
South: Vacant strip of land with un-identified ownership  
West: Single-family dwelling

### EXISTING ZONING:

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

## COMPATIBILITY WITH EXISTING ZONING:

The long-term comprehensive plan does not include this area. However, the nearest zoning that was part of that plan is identified by a recommendation for low-density single-family housing that is a description of the type of land use for R-1 Rural residential zoning. No other land uses are indicated other than rural residential or vacant land in this vicinity and no conflicts are anticipated.

## TRANSPORTATION SYSTEM & UTILITIES:

Local :           None

Collector:       None

Arterial:        Rondo Road

Water:           8" located in S. Rondo Road  
                    8" located in private road 1015

Sewer:           Septic system

Fire hydrant:    Located approximately 475' from the property line  
                    on Rondo Road.

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

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

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

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

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

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

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

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

The required notice was published in the Sunday, October 24, 2021 edition of the Texarkana Gazette.

No additional notifications were required.

#### **OPPOSITION:**

None received to date.

#### **PLANNING COMMISSION CERTIFICATION:**

The Planning Commission met on November 9, 2021 and on a motion by Mr. Clyde "Boots" Thomas, seconded by Ms. Bertha Dunn, a roll call vote carried the motion for approval of the zoning recommendation 4-0 with no opposition and three absent:

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

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

To adopt an ordinance to assign zoning for this property if it is annexed.

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.





**BOD review**

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



FILED

JUL 07 2021

MILLER COUNTY CLERK  
*A. Freeman*  
D.C.

IN THE COUNTY COURT OF MILLER COUNTY, ARKANSAS

IN THE MATTER OF ANNEXING TO THE  
CITY OF TEXARKANA, ARKANSAS CERTAIN  
TERRITORY CONTIGUOUS TO SAID  
CITY OF TEXARKANA, ARKANSAS

CC NO. 2021-21

**ORDER CONCERNING ANNEXATION**

On this regular day of a regular term of the County Court of Miller County, Arkansas, there is presented to the Court by Sheree Potter the petition of real estate owner desiring the annexation of territory contiguous to the City of Texarkana, Arkansas, more particularly described therein. The Court has received the verification of the county clerk and the county assessor as required by Arkansas Code Annotated Section 14-40-609.

After consideration of the verification and review of the facts presented, the Petition for Annexation by one hundred percent does meet the necessary requirements to be considered.

THEREFORE, the Court hereby ORDERS that the Petition for Annexation is granted.

Signed this 6<sup>th</sup> day of July 2021.

*Cathy H. Harrison*  
\_\_\_\_\_  
Cathy H. Harrison  
Miller County Judge



**IN THE COUNTY COURT OF MILLER COUNTY, ARKANSAS**

**IN RE: ANNEXING TO THE CITY OF TEXARKANA, ARKANSAS, 2 ACRES BELONGING TO SHEREE POTTER, CONTIGUOUS TO THE SAID CITY OF TEXARKANA, ARKANSAS**

**PETITION FOR ANNEXATION**

Come now the undersigned petitioners, and state as follows:

1. That I, owning 100% of the property in the following and attached described area containing 2 acres, do hereby petition, pursuant to Arkansas Code section 14-40-609, the City Council of Texarkana, Arkansas, to annex the following lands to the City of Texarkana, Arkansas
2. Description of area to be annexed: Please see attached Exhibit 1
3. That no enclaves will be created if this petition is accepted and the territory annexed into the City of Texarkana, Arkansas
4. That the following schedule of services shall be extended to the area by the City of Texarkana, Arkansas, fully, if not already, within 3 years after the date of annexation becomes final: fire protection, police protection, water, and electricity. Currently, the property does have city water through Texarkana Water Utilities. The property also is connected with electricity through REA. See the attached fire district map (attached as Exhibit 2). The property should be added and have no issue being added for fire and police protection, per Mary Beck of City Planning, who gave verbal approval to come to the County Judge with her blessing to seek annexation.

Sheree Potter

Sheree Potter

4245 S Rondo Rd

Texarkana, AR 71854

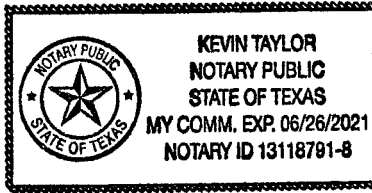
Attested by:

[Signature]

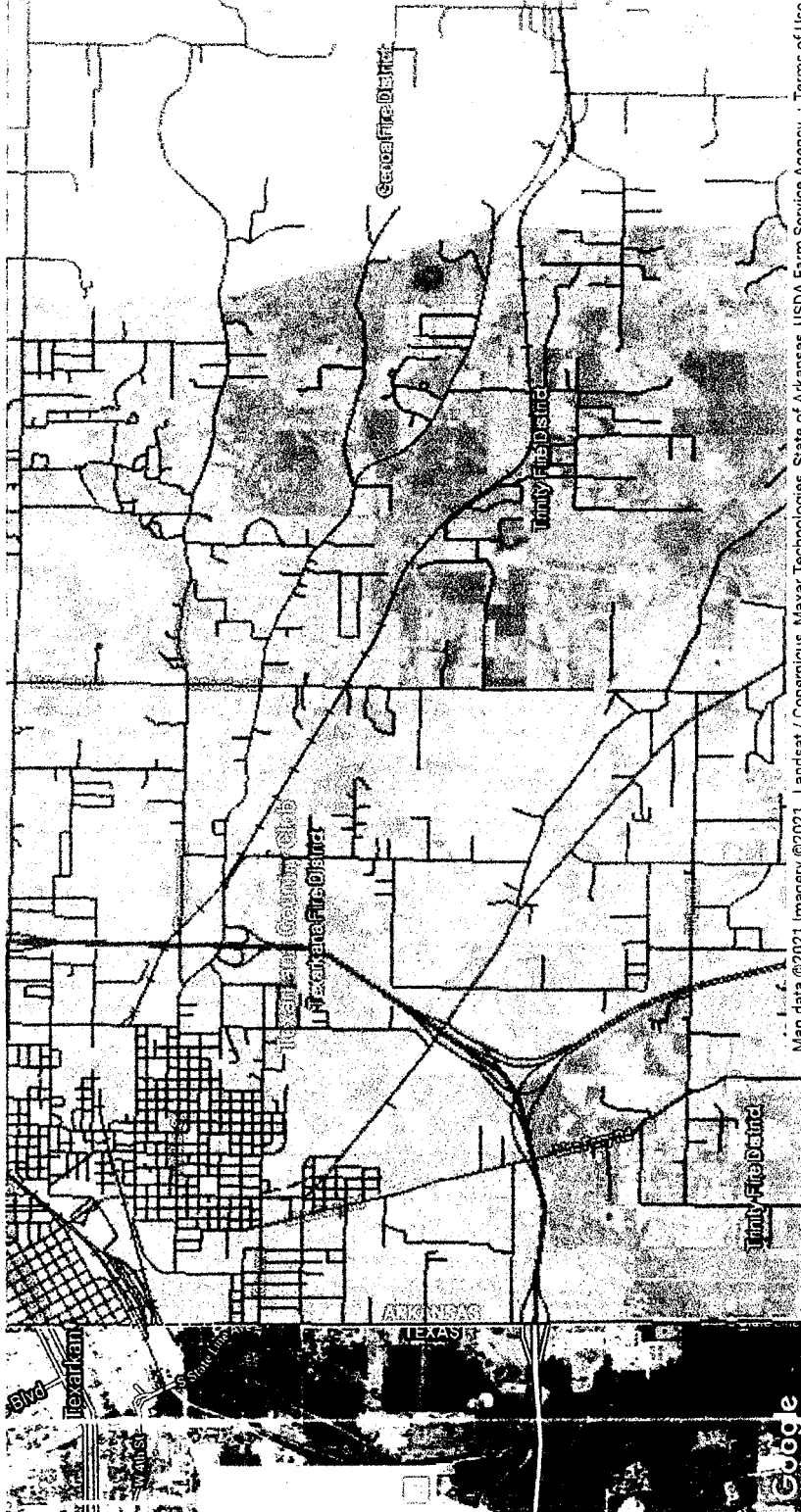
Signature of attesting witness

Kevin Taylor

Printed name of attesting witness







Map data ©2021 Imagery ©2021, Landsat / Copernicus, Maxar Technologies, State of Arkansas, USDA Farm Service Agency, Terms of Use

- Address Points
- USGS Cultural Points
- Oil and Gas Wells (ACAP)
- Transportation
- Railroads
- APD Traffic Count
- Toxic Containment
- USGS Elevation Contours
- Fences
- Township Boundaries
- Schools
- Hospitals
- Fire Districts
- Jurisdiction
- Election Precincts

# Plunk Land Surveying

3605 Jefferson Avenue  
Texarkana, Arkansas 71854  
Eugene@plunklandsurveying.com

---

TX Firm No. 10073900  
AR COA No. 1711

May 17, 2021

TO WHOMEVER IT MAY CONCERN:

The property owned by Sheree Potter that is located at 4245 S.Rondo Road, Texarkana, Arkansas borders the East right-of-way line of South Rondo Road. According to the online GIS Map for the City of Texarkana, Arkansas, the City Limit line also follows this East right-of-way line showing that the subject property is contiguous with the City Limit line.

Therefore, no enclave will be created if the subject property is accepted by the City of Texarkana, Arkansas.

Please contact me with any questions or comments that you may have.

Sincerely,

Johnny E. Plunk, Jr



**Prepared By:**  
Clayton & Ramirez Law, P.L.L.C.  
8920 Business Park Drive, Suite 175  
Austin, Texas 78759

**After Recording Return To:**  
Southwest Title Company  
617 East 6<sup>th</sup> Street  
Texarkana, AR 71854  
File No. 36712

Space Above This Line for Recorder's Use

**WARRANTY DEED**  
**MARRIED PERSONS**  
**(WITH RELINQUISHMENT OF DOWER AND CURTESY)**

KNOW ALL MEN BY THESE PRESENTS:

That **THOMAS E. NEAL AND WIFE, KELLY B. NEAL**, hereafter called Grantor(s), for and in consideration of the sum of TEN Dollars (\$10.00) and other good and valuable consideration to us in hand paid by **SHEREE POTTER**, hereafter called Grantee(s), receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Grantee(s), and unto his/her/their/its heirs, successors and/or assigns forever, the following lands lying in the County of Miller and State of Arkansas:

**SEE EXHIBIT "A" LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.**

**TO HAVE AND TO HOLD** the same unto Grantee(s) and unto his/her/their/its heirs, successors and/or assigns forever, with all appurtenances thereunto belonging.

**AND GRANTOR(S)** hereby covenant with Grantee(s) and unto his/her/their/its heirs, successors and/or assigns forever, that they will forever warrant and defend the title to said lands against all lawful claims whatever, subject to existing easements, building lines, restrictions and assessments of record, if any.

**AND we, THOMAS E. NEAL AND WIFE, KELLY B. NEAL**, for and in consideration recited herein do hereby release and relinquish unto the said **GRANTEE(S)** and unto his/her/their/its heirs, successors and/or assigns, all our rights of curtesy and dower and homestead in and to the said lands.

WITNESS our hand(s) and seal on this 5th day of March, 2021.

[Signature]  
THOMAS A. NEAL

[Signature]  
KELLY B. NEAL

I hereby certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument. Exempt or no consideration paid if none shown.

GRANTEE(S) OR AGENT: [Signature]

GRANTEE'S ADDRESS: 4245 S Ronda Rd  
Fer Arkansas, AR 71834

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF Miller

BE IT REMEMBERED that on this day came before me, the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, THOMAS E. NEAL AND WIFE, KELLY B. NEAL, to me well known as the GRANTOR(S) in the foregoing Deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 5th day of March, 2021.

[Signature]  
Notary Public

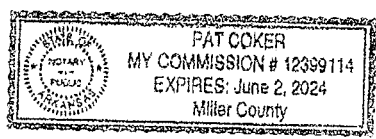


EXHIBIT "A"

A TRACT OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW 1/4 NW 1/4) OF SECTION 11, TOWNSHIP 16 SOUTH, RANGE 28 WEST, IN MILLER COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT 792.00 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW 1/4 NW 1/4) OF SECTION ELEVEN (11), TOWNSHIP SIXTEEN (16) SOUTH, RANGE TWENTY-EIGHT (28) WEST, MILLER COUNTY, ARKANSAS;

THENCE SOUTH, 300.40 FEET WITH THE WEST LINE OF THE SAID SW 1/4 OF THE NW 1/4 OF SECTION 11, BEING IN THE APPROXIMATE CENTER OF ARKANSAS HIGHWAY NO. 237, TO AN IRON POINT FOR CORNER;

THENCE SOUTH 64° 00' EAST, 269.24 FEET WITH THE APPROXIMATE CENTER OF A COUNTY ROAD TO A POINT FOR CORNER;

THENCE NORTH 418.42 FEET, PARALLEL TO THE WEST LINE OF THE SW 1/4 OF THE NW 1/4 OF SECTION 11, TO AN IRON PIN FOR CORNER IN THE NORTH LINE OF SAME;

THENCE WEST 242.00 FEET WITH THE NORTH LINE OF THE SW 1/4 OF THE NW 1/4 OF SECTION 11, TO THE POINT OF BEGINNING AND CONTAINING 2.00 ACRES OF LAND, MORE OR LESS.





## CITY OF TEXARKANA, AR BOARD OF DIRECTORS

---

<b>AGENDA TITLE:</b>	Adopt an Ordinance to rezone a tract of land located at 4400 Old Blackmon Ferry Road from R-1 Rural residential to A-1 Mixed use rural zoning in order to operate a rural business. (Ward 1) (PWD-Planning) City Planner Mary Beck
<b>AGENDA DATE:</b>	12/07/2021
<b>ITEM TYPE:</b>	Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other <input type="checkbox"/> : _____
<b>DEPARTMENT:</b>	Public Works/Planning
<b>PREPARED BY:</b>	Mary Beck

---

<b>REQUEST:</b>	Adopt an ordinance to rezone a tract of land from R-1 Rural residential to A-1 Mixed use rural zoning in order to operate a rural business.
<b>EMERGENCY CLAUSE:</b>	None requested

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<b>SUMMARY:</b>	The Planning Commission recommends rezoning the property to A-1.
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<b>EXPENSE REQUIRED:</b>	0
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<b>AMOUNT BUDGETED:</b>	0
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<b>APPROPRIATION REQUIRED:</b>	0
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<b>RECOMMENDED ACTION:</b>	Adopt an ordinance to rezone property with an ongoing business in a rural setting to allow the business to continue.
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<b>EXHIBITS:</b>	Ordinance, Memo to City Manager, deed, 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:

The property is legally described as LOT NUMBERED TWO (2) OF AMENDED GILES FIRST REPLAT OF GILES SUBDIVISION TO THE CITY OF TEXARKANA, MILLER COUNTY, ARKANSAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED AS DOCUMENT NO. 2013R005335 OF THE RECORDS OF MILLER COUNTY, ARKANSAS.

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

**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 7<sup>th</sup> day of December, 2021.

\_\_\_\_\_  
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:** November 12, 2021  
**SUBJECT:** Board of Directors Agenda item for 12-07-2021 – **Rezoning recommendation**  
– Request by Lester Colley, 4400 Old Blackman Ferry Road, Texarkana, AR 71854-9349 to rezone property from R-1 Rural residential to A-1 Limited mixed use rural district in order to operate a business.

### LEGAL DESCRIPTION:

The property is located at 4400 Old Blackman Ferry Road, and is legally described as Lot No. 2 of GILES AMENDED REPLAT, Texarkana, Miller County, Arkansas. The property contains 9.72 acres more or less.

### REASON FOR REQUEST:

To operate a business on a rural property where the owners dwell.

### EXISTING LAND USES:

Site: Single-family dwelling  
North: Single-family dwelling  
East: Single-family dwelling  
South: Single-family dwelling  
West: Vacant

### EXISTING ZONING:

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

### COMPATIBILITY WITH EXISTING ZONING:

The long-term comprehensive plan shows this area as a mixed-use area around a commercial center. Quality Hill has traditionally been residential even on the heavily trafficked Hickory Street. Nearby Broad Street is zoned largely zoned W-1 Warehousing to work with the nearby rail service, and 9<sup>th</sup> Street a couple of blocks to the north is commercial. The injection of the W-1 zone in the center of this residential area is not a good fit and does not meet the minimum requirements of square footage for that industrial zone. The R-4 zoning matching zones in all four directions is also compatible with the lot sizes at this location originally developed for small single-family houses. A single duplex could be built but the double fronted lots as currently platted can support two single family housing units.

**UTILITIES & TRANSPORTATION NETWORK:**

- Local : Old Blackman Ferry Road
- Collector: None
- Arterial: None
- Water: 10” located in Old Blackman Ferry Road
- Sewer: Miller County approved septic system
- Fire hydrant: Located approximately 375’ from the property line on Old Blackman Ferry Road.

**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, noting in this subchapter shall be construed to limit the city board's authority to recall the ordinances and resolutions by a vote of a majority of the council.

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

The required notice was published in the Sunday, October 24, 2021 edition of the Texarkana Gazette. Letters were mailed to eight (8) adjacent property owners within 300' as required.

**OPPOSITION:**

None received to date.

**PLANNING COMMISSION CERTIFICATION:**

The Planning Commission met on November 9, 2021 and on a motion by Dr. Randall Hickerson, seconded by Ms. Bertha Dunn, a roll call vote carried the motion for approval of the zoning recommendation 4-0 with no opposition and three absent:

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

**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.





**Planning Commission review**

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



eRecorded  
2017R004755

MARY PANKEY  
MILLER COUNTY CIRCUIT CLERK  
TEXARKANA, AR  
RECORDED ON  
07/26/2017 3:19:41 PM  
REC FEE: 30.00  
PAGES: 4

THIS INSTRUMENT PREPARED BY:  
MARK D. DRAKE, ATTORNEY AT LAW  
2800 SW 14<sup>TH</sup> ST, SUITE 14  
BENTONVILLE, AR 72712  
479-464-4440

**QUITCLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS:

That I, **Leah M. Colley**, spouse of **Lester C. Colley, III**, Grantor, who acquired title to the property described below under my former name, Leah Lovelis, by virtue of a Deed recorded October 15, 2015, as Instrument number 2015R008460 in the Office of the Circuit Clerk and Ex-Officio Recorder of Miller County, Arkansas, for and in consideration of the sum of Ten dollars and Zero cents, and other good and valuable consideration, an in order to create a tenancy by the entirety, paid by **Leah M. Colley and Lester C. Colley, III**, the receipt of which is hereby acknowledged, do hereby grant, convey, sell and quitclaim to **Leah M. Colley and Lester C. Colley, III, wife and husband, hereafter called GRANTEES**, and unto their heirs and assigns forever, all my right, title, interest and claim in and to the following described property situate in the County of Miller, State of Arkansas, to-wit:

(See Exhibit "A" attached hereto for legal description.)

TO HAVE AND TO HOLD the same unto the GRANTEES and unto their heirs and assigns forever, with all appurtenances thereunto belonging.

AND I, **Lester C. Colley, III**, spouse of the said Leah M. Colley, for and in consideration of said sum of money, do hereby release and

relinquish unto the said Grantees all my rights of curtesy and homestead in and to said lands.

WITNESS our hands this 17 day of July, 2017.

Leah M. Colley  
LEAH M. COLLEY

Lester C. Colley III  
LESTER C. COLLEY, III

**ACKNOWLEDGMENT**

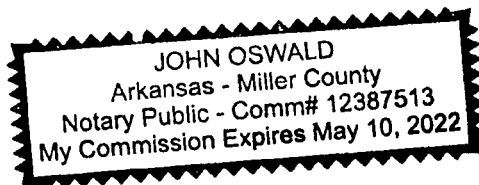
STATE OF Arkansas  
COUNTY OF Miller

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public within and for the County and Province aforesaid, duly commissioned and acting, **Leah M. Colley**, to me well known as the GRANTOR in the foregoing Deed, joined by her spouse, **Lester C. Colley, III**, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal this 17 day of July, 2017.

John Oswald  
NOTARY PUBLIC JOHN OSWALD

I certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument.



Sara By  
(Grantee or Agent) Samantha Bugusch

4795 regent Blvd. 1000-A  
(Grantee's Address)

Levi, TX 75063  
(City, State and Zip Code)



**Exhibit "A"**

Real property in the City of **TEXARKANA**, County of **MILLER**, State of **Arkansas**, described as follows:

**LOT NUMBERED TWO (2) OF AMENDED GILES FIRST REPLAT OF GILES SUBDIVISION TO THE CITY OF TEXARKANA, MILLER COUNTY, ARKANSAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED AS DOCUMENT NO 2013R005335 OF THE RECORDS OF MILLER COUNTY, ARKANSAS.**

**2880020**

Commonly known as: 4400 OLD BLACKMAN FERRY RD, TEXARKANA, AR 71854

*WHEN RECORDED, RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO.  
4795 REGENT BLVD, 1006-A  
IRVING, TX 75063  
ATTN: RECORDING*



## CITY OF TEXARKANA, AR BOARD OF DIRECTORS

---

**AGENDA TITLE:** Adopt an Ordinance to rezone property located at 308 Senator Street from the current industrial zone of W-1 Wholesale and warehousing to R-4 Medium density residential in order to develop housing. (Ward 2) (PWD-Planning) City Planner Mary Beck

**AGENDA DATE:** 11/10/2021

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

**DEPARTMENT:** Public Works/Planning

**PREPARED BY:** Mary Beck

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**REQUEST:** Adopt an ordinance to rezone a tract of land from W-1 Wholesale and warehousing to R-4 Medium-density residential.

**EMERGENCY CLAUSE:** None requested

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**SUMMARY:** The Planning Commission recommends rezoning Lots No. 3 & 4, Block No. 4, JOHN NIX'S 1<sup>ST</sup> ADDITION, Texarkana, Miller County, Arkansas from the current industrial zone of W-1 Wholesale & warehousing to R-4 Medium density residential in order to develop housing.

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**EXPENSE REQUIRED:** 0

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**AMOUNT BUDGETED:** 0

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**APPROPRIATION  
REQUIRED:** 0

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**RECOMMENDED  
ACTION:** The Planning Commission recommends R-4 Medium density residential as the appropriate zoning for the location.

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**EXHIBITS:** Ordinance, Memo to City Manager, deed, 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 W-1 Wholesale and warehousing zone to R-4 Medium density residential:

The property is legally described as Lot 3 & 4, Block 4, NIX 1<sup>ST</sup> SUBDIVISION, Miller County, Arkansas, and contains .312 acres more or less and is located at 308 Senator Street and is in the Quality Hill Historic District (QHHD).

**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; and

**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 W-1 Wholesale and warehousing zone to R-4 Medium density residential. This is solely a rezoning and no other action, conveyance, or release of interest.

**PASSED AND APPROVED** this 7<sup>th</sup> day of December, 2021.

\_\_\_\_\_  
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:** November 10, 2021

**SUBJECT:** Board of Directors Agenda item for 12-07-2021 – **Zoning recommendation** – Request by Jay Ellington, City Manager of Texarkana Arkansas, 216 Walnut Street, Texarkana, AR 71854-6024 to rezone a tract of City-owned property from W-1 Wholesale and Warehousing to R-4 Medium density residential for residential development.

#### LEGAL DESCRIPTION:

The property is legally described as all of Lot 3 & 4, Block 4 NIX 1ST SUBDIVISION, Miller County, Arkansas and contains .312 acres more or less. It is located at 308 Senator Street and is in the Quality Hill Historic District (QHHD).

#### REASON FOR REQUEST:

To change an inappropriate zone to allow for housing development.

#### EXISTING LAND USES:

Site: Vacant  
North: Single-family dwelling  
East: Single-family dwelling  
South: Vacant  
West: Single-family dwelling

#### EXISTING ZONING:

Site: W-1 Wholesale and warehousing  
North: R-4 Medium-density residential  
South: R-4 Medium-density residential  
East: R-4 Medium-density residential  
West: R-4 Medium-density residential



[www.arkansas.txkusa.org](http://www.arkansas.txkusa.org)



## COMPATIBILITY WITH EXISTING ZONING:

The long-term comprehensive plan shows this area as a mixed-use area around a commercial center. Quality Hill has traditionally been residential even on the heavily trafficked Hickory Street. Nearby Broad Street is largely zoned W-1 Warehousing to work with the nearby rail service, and 9<sup>th</sup> Street a couple of blocks to the north is commercial. The injection of the W-1 zone in the center of this residential area is not a good fit and does not meet the minimum requirements of square footage for that industrial zone. The R-4 zoning matching zones in all four directions is also compatible with the lot sizes at this location originally developed for small single-family houses. A single duplex could be built but the double fronted lots as currently platted can support two single family housing units.

## UTILITIES & TRANSPORTATION NETWORK:

Local : Senator Street  
Linden Avenue

Collector: None

Arterial: None

Water: 6" located in Senator Street

Sewer: 6" sewer gravity main in Senator Street

Fire hydrant: Located approximately 150' from the property line.

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

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

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

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

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

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

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

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

The required notice was published in the Sunday, October 24, 2021 edition of the Texarkana Gazette. Letters were mailed to thirty-five (35) adjacent property owners within 300' as required.

**OPPOSITION:**

None received to date.

**PLANNING COMMISSION CERTIFICATION:**

The Planning Commission met on November 9, 2021 and on a motion by Mr. Clyde "Boots" Thomas, seconded by Ms. Bertha Dunn, a roll call vote carried the motion for approval of the zoning recommendation 4-0 with no opposition and three absent:

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

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

To adopt an ordinance to change zoning from W-1 Wholesale and warehousing to R-4 Medium density residential zoning.

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.



**Planning Commission review**

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







\* 2 0 0 9 R 0 0 6 6 9 3 4 \*

**2009R006693**

MARY PANKEY  
MILLER COUNTY CIRCUIT CLERK  
TEXARKANA, AR

RECORDED ON  
07/31/2009 10:55:19AM

REC FEE: 30.00

PAGES: 4

## **QUITCLAIM DEED**

(Deed of Gift)

This Instrument Prepared by:  
NED A. STEWART, JR.  
Texarkana, AR 71854

**KNOW ALL MEN BY THESE PRESENTS:**

That Homewood Partnership, a Tennessee general partnership and successor in interest to Homewood, L.L.C., a Tennessee Limited Liability Company as authorized by Certificate of Merger filed with the Tennessee Secretary of State under Control No. 0377278, GRANTOR, acting by and through its partners, for and in consideration of One Dollar (\$1.00) in hand paid by the CITY OF TEXARKANA, ARKANSAS, GRANTEE, does grant, give, quitclaim, and convey unto GRANTEE, and unto its successors and assigns forever, the following lands located in Miller County, Arkansas:

Lots Numbered Three (3) and Four (4) in Block Numbered Four (4) of JOHN B. NIX'S FIRST ADDITION to the City of Texarkana, Miller County, Arkansas.

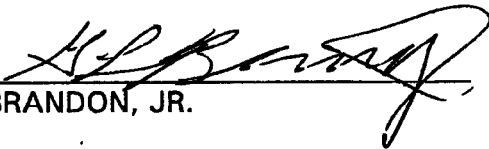
TO HAVE AND TO HOLD the same unto said GRANTEE and unto its successors and assigns forever, with all appurtenances thereunto belonging.


And Grantor hereby covenants with said GRANTEE that it will forever warrant and defend the title to the said lands against all lawful claims whatsoever.

IN WITNESS WHEREOF, the name of the Grantor is hereunto affixed on this 24 day of July, 2009.


*Quitclaim Deed*  
*Page 1*

HOMEWOOD PARTNERSHIP,  
By its Partners:

  
G. L. BRANDON, JR.

  
G. L. BRANDON, SR.

  
MONNIE BRANDON

  
WAYNE MASHBURN

  
M. STEPHEN BRANDON

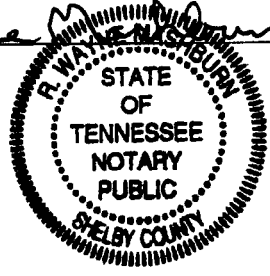
STATE OF TENNESSEE     §  
  §                     ACKNOWLEDGMENT  
COUNTY OF SHELBY     §

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, G. L. Brandon, Jr., one of the partners in Homewood Partnership, known as the person whose name is subscribed to the foregoing deed, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth and in the capacity therein stated.

WITNESS my hand and official seal on this 27 day of July, 2009.

MY COMMISSION EXPIRES  
My Commission Expires:  
September 16, 2011

  
Notary Public






STATE OF TENNESSEE §  
COUNTY OF Shelby §

ACKNOWLEDGMENT

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, Wayne Mashburn, one of the partners in Homewood Partnership, known as the person whose name is subscribed to the foregoing deed, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth and in the capacity therein stated.

WITNESS my hand and official seal on this 20 day of July, 2009.

  
[Signature]  
Notary Public MY COMMISSION EXPIRES:  
March 17, 2010

My Commission Expires:  
3-17-2010

STATE OF TENNESSEE §  
COUNTY OF Shelby §

ACKNOWLEDGMENT

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, M. Stephen Brandon one of the partners in Homewood Partnership, known as the person whose name is subscribed to the foregoing deed, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth and in the capacity therein stated.

WITNESS my hand and official seal on this 23 day of July, 2009.

[Signature]  
Notary Public

My Commission Expires:  
\_\_\_\_\_

that at least the legally correct amount of documentary stamps have been placed on this instrument.  
GRANTEE OF AGENT [Signature]

P.O. Box 2711  
Address  
Jackson, TN 37504-2711  
City and State

Quitclaim Deed  
Page 4