



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Agenda - Monday, April 01, 2024 - 6:00 PM

Call to Order

Roll Call

Invocation given by Director Brewer

Pledge of Allegiance led by City Manager Robert Thompson

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.

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

PRESENTATION(S)

1. Presentation of the City of Texarkana, Arkansas Employee Service Awards. (ADMIN)
2. Proclamation declaring April 1, 2024, as Bertha Callahan Dunn Day.
3. Proclamation declaring April 14 – 20, 2024, as National Public Safety Telecommunicators Week.

CONSENT

4. Approval of the minutes of the regular meeting March 18, 2024. (CCD) City Clerk Heather Soyars

REGULAR

5. Consider the following action concerning the clean-up of fourteen (14) nuisance properties:
Conduct a Public Hearing to receive comments regarding certification of certain delinquent taxes.
Adopt a Resolution certifying amount to be put on tax books as delinquent and collected accordingly. (PWD) Public Works Director Tyler Richards

- [6.](#) Adopt a Resolution authorizing the City Manager to enter into a contract with Waste Management of Texas, Inc., to provide solid waste disposal (landfill) services to the City. (PWD) Public Works Director Tyler Richards
- [7.](#) Adopt an Ordinance granting a limited franchise to occupy the right-of-way at 112 Pine Street. (PWD) Public Works Director Tyler Richards
An emergency clause is requested. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the Board.
- [8.](#) Adopt an Ordinance amending the *City of Texarkana, Arkansas, Code of Ordinances*, Section 28-59 – Fences, in order to increase the maximum height for residential fencing from 6’ to 8’. (PWD-Planning) City Planner Jamie Finley
- [9.](#) Adopt an Ordinance amending Ordinance No. 27-2021, in order to clarify the minimum lot requirement for two (2) residences in the A-1 Limited mixed use rural district. (PWD-Planning) City Planner Jamie Finley

BOARD OF DIRECTORS' COMMENTARY

EXECUTIVE SESSION

- [10.](#) Adopt a Resolution making a reappointment to the Airport Authority. (CCD) City Clerk Heather Soyars
- [11.](#) Adopt a Resolution making reappointments to the Board of Adjustment. (CCD) City Clerk Heather Soyars
- [12.](#) Adopt a Resolution making reappointments to the Historic District Commission. (CCD) City Clerk Heather Soyars
- [13.](#) Adopt a Resolution reappointing staff members to the Personnel Policy Committee. (CCD) City Clerk Heather Soyars

NEXT MEETING DATE: Monday, April 15, 2024.

ADJOURN

2024 City Calendar

Solarbration Food Trucks - April 5th - 8th
Solarbration Concert - Sunset Sinners – Sunday, April 7th
KidsFest Festival - Friday, May 17th – 19th

Texarkana Rec Center Calendar

Ageless Grace - Mondays – 2PM – 3PM
Gym Open - Mondays, Wednesdays & Fridays – 8AM - 7PM & Saturdays - 8AM – Noon
Dance Fitness - Tuesdays - 6PM & Saturdays - 11AM



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

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

AGENDA DATE: April 1, 2024

ITEM TYPE: Ordinance Resolution Other : Presentation

DEPARTMENT: City Clerk Department

PREPARED BY: Heather Soyars, City Clerk

REQUEST: Presentation of employee service awards.

EMERGENCY CLAUSE: N/A

SUMMARY: Employee Service Awards:

Paul Reynolds	TWU	5 YEARS
Rayvon Willimas	TWU	5 YEARS
Richard Muller	TWU	5 YEARS
Brandon Tidwell	TWU	5 YEARS
Kathy Dotson	TWU	10 YEARS
William Engledowl	TWU	10 YEARS

EXPENSE REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**RECOMMENDED
ACTION:** N/A

EXHIBITS: None



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE:	Proclamation declaring April 1, 2024, as Bertha Callahan Dunn Day.
AGENDA DATE:	April 1, 2024
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Proclamation
DEPARTMENT:	City Clerk
PREPARED BY:	Heather Soyars, City Clerk
REQUEST:	N/A
EMERGENCY CLAUSE:	N/A
SUMMARY:	N/A
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	N/A
EXHIBITS:	Proclamation



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE:	Proclamation declaring April 14 – 20, 2024, as National Public Safety Telecommunicators Week.
AGENDA DATE:	April 1, 2024
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Proclamation
DEPARTMENT:	City Clerk
PREPARED BY:	Heather Soyars, City Clerk
REQUEST:	N/A
EMERGENCY CLAUSE:	N/A
SUMMARY:	N/A
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	N/A
EXHIBITS:	Proclamation



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Approval of the minutes of the regular meeting March 18, 2024. (CCD) City Clerk Heather Soyars
AGENDA DATE:	April 1, 2024
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Minutes
DEPARTMENT:	City Clerk Department
PREPARED BY:	Heather Soyars, City Clerk
REQUEST:	Approval of meeting minutes.
EMERGENCY CLAUSE:	N/A
SUMMARY:	Approval of meeting minutes
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	The City Clerk recommends Board approval.
EXHIBITS:	Meeting minutes.



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Minutes - Monday, March 18, 2024 - 6:00 PM

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

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

ALSO, PRESENT: City Manager Robert Thompson, City Attorney Joshua Potter, City Clerk Heather Soyars, and Deputy City Clerk Jenny Narens.

ABSENT: Assistant Mayor Ward 6 Jeff Hart.

Invocation given by Mayor Brown.

Pledge of Allegiance led by Public Works Director Tyler Richards.

CITIZEN COMMUNICATION

Leedell Robertson, 2108 East 11th Street, had concerns about the noise coming from Tri-State Iron and Metal.

CONSENT

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

1. Approval of the minutes of the regular meeting March 4, 2024. (CCD) City Clerk Heather Soyars
2. Resolution No. 2024-20 authorized the City Manager to Purchase a 2016 Ford F-550 Bucket Truck from Specialty Fleet Sales, LLC. (PWD) Public Works Director Tyler Richards

REGULAR

3. Resolution No. 2024-21 authorized the City Manager to enter into a memorandum of understanding with Texas A&M University Texarkana to enhance workforce productivity and professional development. (ADMIN) City Manager Robert Thompson

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

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

The motion carried 6-0 and the Mayor declared the resolution adopted.

BOARD OF DIRECTORS' COMMENTARY

Director Brewer said he received a complaint from a citizen off Hickory Street, concerning a dog getting out of a fence and they were worried for the children in the neighborhood's safety.

CITY MANAGER REPORT

City Manager Thompson said he attended the National League of Cities conference last week in Washington, D.C. along with Director Harris. He said it was a beneficial conference and he met several individuals from Arkansas.

EXECUTIVE SESSION

The Board of Directors entered Executive Session at 6:16 PM to discuss an appointment to the City Beautiful Commission and the City Manager's six months evaluation.

The Mayor reconvened the meeting at 9:59 PM and the following action was taken.

4. Resolution No. 2024-22 appointed Rosland Blair-Lewis to the City Beautiful Commission. (CCD) City Clerk Heather Soyars

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

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

The motion carried 6-0 and the Mayor declared the resolution adopted.

5. City Manager Robert Thompson's six (6) months evaluation. (BOD)

No action was taken.

NEXT MEETING DATE: Monday, April 1, 2024

ADJOURN

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

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

The motion carried 6-0 and the meeting adjourned at 7:00 PM.

APPROVED this the 1st day of April 2024.

Allen L. Brown, Mayor

Heather Soyars, City Clerk



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE:	Consider the following action concerning the clean-up of fourteen (14) nuisance properties: Conduct a Public Hearing to receive comments regarding certification of certain delinquent taxes. Adopt a Resolution certifying amount to be put on tax books as delinquent and collected accordingly. (PWD) Public Works Director Tyler Richards
AGENDA DATE:	April 1, 2024
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
DEPARTMENT:	Public Works Department
PREPARED BY:	Tracie Lee, Assistant Public Works Director
REQUEST:	A resolution certifying amount to be put on tax books as delinquent and collected accordingly
EMERGENCY CLAUSE:	N/A
SUMMARY:	A resolution to place liens on Miller County tax books to recover cost of removal of fourteen (14) dilapidated nuisance properties as attached.
EXPENSE REQUIRED:	\$0.00
AMOUNT BUDGETED:	\$0.00
APPROPRIATION REQUIRED:	\$0.00
RECOMMENDED ACTION:	
EXHIBITS:	Resolution, List of property addresses, legal descriptions, owner's names and address, and amount of liens.

RESOLUTION NO. _____

WHEREAS, notice was given pursuant to Ark. Code Ann. §14-54-904 to the property owners identified in Exhibit A attached hereto of a hearing before the Texarkana, Arkansas, Board of Directors to determine the amount of the lien, if any, to be placed on the property identified in Exhibit A for the expense incurred by the City for removal of structures from and/or cutting and/or cleaning of such parcel of real property under the provisions of Ark. Code Ann. §14-56-201, et seq., and Ark. Code Ann. §14-54-901, et seq., and the *City of Texarkana, Arkansas, Code of Ordinances*, including, without limitation Chapter 11, Article VI; and

WHEREAS, such notice was given pursuant to applicable law more than thirty (30) days prior to the date of the hearing and stated that the hearing on the matter would be before the City Board of Directors on March 18, 2024, commencing at 6:00 p.m. in the Texarkana, Arkansas, Municipal Building Board Room; and

WHEREAS, a hearing on such claim by the City was held this date pursuant to said notice and in accordance with the provisions of applicable law and the *City of Texarkana, Arkansas, Code of Ordinances*; and

WHEREAS, the properties at issue, property owners, and lien amounts (with the amount of the lien on each said parcel being the City's incurred expense for such parcel plus 10% penalty as provided by law, including without limitation, Ark. Code Ann. §14-54-904) are attached in Exhibit A; and

WHEREAS, the Board of Directors has determined that there should be certified to the Miller County, Arkansas, Tax Collector to be placed on the books as delinquent taxes the amount set forth in Exhibit A for each said parcel of real property;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Texarkana, Arkansas, that the amounts set forth in Exhibit A are hereby certified to the Tax

Collector for Miller County, Arkansas, for placement on the tax books as delinquent taxes on the respective parcels of real property identified and described and collected accordingly as provided for by applicable law, including, without limitation, Ark. Code Ann. §14-54-901, et. seq.

PASSED AND APPROVED this 1st day of April 2024.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

Exhibit A

**ADDRESS, WARD
NUMBER AND
MILLER COUNTY
PARCEL NUMBER**

**LEGAL DESCRIPTION (PER MILLER
COUNTY ASSESSOR, NOT
INDEPENDENTLY VERIFIED)**

OWNER

**COST Plus
Miller County
10%**

1	709 Cleveland Street Ward 2 Parcel # 16100520	Legal: All Lots 5 & 6 Block/Lot: 019/005 Subdivision: Bramble Highland Park Rev	Lillie Mae Hill 709 Cleveland Texarkana, AR 71854	\$5,940.00
2	512 Demorse Street Ward 2 Parcel # 3350370	Legal: All Lots 25 & 26 Block/Lot: 002/026 Subdivision: Johnston's Addition	DC Asset Group, Inc. 30310 Rushmore Cir. Franklin, MI 48025	\$3,520.00
3	1507 Eugenia Street Ward 2 Parcel # 3530180	Legal: N 3/4 of Lot 1 & All Lot 2 Block/Lot: 019/002 Subdivision: Kirby, MA	James Lee & Frankie Owens 1507 Eugenia Texarkana, AR 71854	\$3,492.50
4	120 Eastside Drive Ward 2 Parcel # 4130570	Legal: PT of Lots 5-6-7 Block/Lot: 005/005 Subdivision: Nix Creek	Roscoe & Alice Nowlin 120 Eastside Dr Texarkana, AR 71854	\$4,314.20
5	904 Euclid Street Ward 1 Parcel # 1693730	Legal: 70x160' of BLK 172 Block/Lot: 172/NA Subdivision: Bronway Hgts	Mona Butcher 904 Euclid Texarkana, AR 71854	\$5,058.90
6	1110 Hays Street Ward 2 Parcel # 1691110	Legal: All Lots 1-4 Block/Lot: 014 / 004 Subdivision: Bronway Hgts	George C Rooters PO Box 223 Ogden, AR 71853	\$1,925.00
7	403 Pecan Street Ward 2 Parcel # 1011840	Legal: S/2 of Lots 5 & All of Lot 6 Block/Lot: 044 / 006 Subdivision: Original City	Frances M Daniels 2911 Amber Bay Loop Anchorage, AK 99515	\$13,961.20
8	309 Laurel Street Ward 2 Parcel # 1012461	Legal: All Lot 4 Block/Lot: 055 / 004 Subdivision: Original City	309 Laurel Texarkana, LLC 1321 Upland Dr Houston Texas 77043	\$4,290.00
9	1209 Ash Street Ward 3 Parcel # 2350230	Legal: All Lot 5 Block: Lot: 003 / 005 Subdivision: Deutchman's 1st	Milton & Elwood Shannon 120 E 19th Texarkana AR 71854	\$3,844.50
10	310 E 14th Street Ward 3 Parcel # 2370011	Legal: W 35' of Lot 1 Block / Lot: 001 / 001 Subdivision: Deutchman's 2nd	RB Solutions Investments, LLC 225 Terrace View Way Seneca, SC 29678	\$4,070.00
11	2600 Locust Street Ward 4 Parcel # 5510280	Legal: All Lot 6 thru 10 Block / Lot: 006 / 010 Subdivision: Webber Place 1st	Thomas Leonti 2600 Locust Texarkana AR 71854	\$9,044.20
12	1001 Prince Street Ward 2 Parcel # 1690820	Legal: All Lot 1 Block / Lot: 011 / 001 Subdivision: Bronway Hgts	William J Williams 484 MC 285 Texarkana AR 71854	\$4,378.00
13	3500 Central Street Ward 5 Parcel # 3591010	Legal: All Lot 13 & S 1/2 of Lot 14 Block / Lot: 011 / 014 Subdivision: Langhorn Rev	Carl W Jr & Hazel C Pelley 3500 Central Texarkana AR 71854	\$5,721.10
14	77 Wellington Street Ward 2 Parcel # 1850150	Legal: All Lot 8 Block/Lot: 003/008 Subdivision: Carter, Kirby & Fouke	John M Jones 77 Wellington Texarkana, AR 71854	\$4,620.00

LIEN LIST

	<u>ADDRESS, WARD NUMBER AND MILLER COUNTY PARCEL NUMBER</u>	<u>LEGAL DESCRIPTION (PER MILLER COUNTY ASSESSOR, NOT INDEPENDENTLY VERIFIED)</u>	<u>OWNER</u>	<u>COST Plus Miller County 10%</u>
1	709 Cleveland Street Ward 2 Parcel # 16100520	Legal: All Lots 5 & 6 Block/Lot: 019/005 Subdivision: Bramble Highland Park Rev	Lillie Mae Hill 709 Cleveland Texarkana, AR 71854	\$5,940.00
2	512 Demorse Street Ward 2 Parcel # 3350370	Legal: All Lots 25 & 26 Block/Lot: 002/026 Subdivision: Johnston's Addition	DC Asset Group, Inc. 30310 Rushmore Cir. Franklin, MI 48025	\$3,520.00
3	1507 Eugenia Street Ward 2 Parcel # 3530180	Legal: N 3/4 of Lot 1 & All Lot 2 Block/Lot: 019/002 Subdivision: Kirby, MA	James Lee & Frankie Owens 1507 Eugenia Texarkana, AR 71854	\$3,492.50
4	120 Eastside Drive Ward 2 Parcel # 4130570	Legal: PT of Lots 5-6-7 Block/Lot: 005/005 Subdivision: Nix Creek	Roscoe & Alice Nowlin 120 Eastside Dr Texarkana, AR 71854	\$4,314.20
5	904 Euclid Street Ward 1 Parcel # 1693730	Legal: 70x160' of BLK 172 Block/Lot: 172/NA Subdivision: Bronway Hgts	Mona Butcher 904 Euclid Texarkana, AR 71854	\$5,058.90
6	1110 Hays Street Ward 2 Parcel # 1691110	Legal: All Lots 1-4 Block/Lot: 014 / 004 Subdivision: Bronway Hgts	George C Rooters PO Box 223 Ogden, AR 71853	\$1,925.00
7	403 Pecan Street Ward 2 Parcel # 1011840	Legal: S/2 of Lots 5 & All of Lot 6 Block/Lot: 044 / 006 Subdivision: Original City	Frances M Daniels 2911 Amber Bay Loop Anchorage, AK 99515	\$13,961.20
8	309 Laurel Street Ward 2 Parcel # 1012461	Legal: All Lot 4 Block/Lot: 055 / 004 Subdivision: Original City	309 Laurel Texarkana, LLC 1321 Upland Dr Houston Texas 77043	\$4,290.00
9	1209 Ash Street Ward 3 Parcel # 2350230	Legal: All Lot 5 Block: Lot: 003 / 005 Subdivision: Deutchman's 1st	Milton & Elwood Shannon 120 E 19th Texarkana AR 71854	\$3,844.50
10	310 E 14th Street Ward 3 Parcel # 2370011	Legal: W 35' of Lot 1 Block / Lot: 001 / 001 Subdivision: Deutchman's 2nd	RB Solutions Investments, LLC 225 Terrace View Way Seneca, SC 29678	\$4,070.00
11	2600 Locust Street Ward 4 Parcel # 5510280	Legal: All Lot 6 thru 10 Block / Lot: 006 / 010 Subdivision: Webber Place 1st	Thomas Leonti 2600 Locust Texarkana AR 71854	\$9,044.20
12	1001 Prince Street Ward 2 Parcel # 1690820	Legal: All Lot 1 Block / Lot: 011 / 001 Subdivision: Bronway Hgts	William J Williams 484 MC 285 Texarkana AR 71854	\$4,378.00
13	3500 Central Street Ward 5 Parcel # 3591010	Legal: All Lot 13 & S 1/2 of Lot 14 Block / Lot: 011 / 014 Subdivision: Langhorn Rev	Carl W Jr & Hazel C Pelley 3500 Central Texarkana AR 71854	\$5,721.10
14	77 Wellington Street Ward 2 Parcel # 1850150	Legal: All Lot 8 Block/Lot: 003 / 008 Subdivision: Carter, Kirby & Fouke	John M Jones 77 Wellington Texarkana AR 71854	\$4,620.00



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the City Manager to enter into a contract with Waste Management of Texas, Inc., to provide solid waste disposal (landfill) services to the City. (PWD) Public Works Director Tyler Richards

AGENDA DATE: April 1, 2024

ITEM TYPE: Ordinance Resolution Other

DEPARTMENT: Public Works Department

PREPARED BY: Tracie Lee, Assistant Public Works Director

REQUEST: Authorizing the City Manager to enter into a contract with Waste Management of Texas, Inc.

EMERGENCY CLAUSE: N/A

SUMMARY: The City's landfill contract with Sanitation Solutions expires on April 30th. Due to this, the City advertised for request for proposals (RFP) for solid waste disposal services on February 4, 2024.

Three proposals were submitted from Sanitation Solutions Inc., Waste Management of Texas, Inc., and Waste Corporation of Arkansas, LLC., (WCA) dba GFL Environmental. The below rates were provided.

- Sanitation Solutions Inc. – \$24.00 a ton for the duration of the five-year contract inclusive of fuel surcharges.
- Waste Management of Texas, Inc. – Option I: \$33.94 a ton with a CPI increase not to exceed 3% annually inclusive of fuel surcharges.
- Waste Corporation of Arkansas, LLC - \$25.00 a ton for the duration of the five-year contract inclusive of fuel surcharges.

Based on the results staff recommended to the Solid Waste Committee on March 4, 2024, the landfill contract be awarded to Waste Management of Texas, Inc.

The Solid Waste Committee voted to submit Waste Management of Texas, Inc., proposal to the Board of Directors for approval.

EXPENSE REQUIRED: \$0.00

AMOUNT BUDGETED: \$0.00

APPROPRIATION REQUIRED: \$0.00

RECOMMENDED ACTION:

EXHIBITS: Resolution, Request for Proposal and Draft Disposal Contract.

RESOLUTION NO. _____

WHEREAS, Public Works Department is requesting the approval of the City of Texarkana, Arkansas, Board of Directors, to authorize the City Manager to enter into a contract with Waste Management of Texas, Inc., to provide solid waste disposal (landfill) service to the City; and

WHEREAS, the City's landfill contract with Sanitation Solutions expires on April 30, 2024; and

WHEREAS, the City advertised for request for proposals (RFP) for solid waste disposal services on February 4, 2024; and

WHEREAS, three proposals were submitted from Sanitation Solutions Inc., Waste Management of Texas, Inc., and WasteCorporation of Arkansas, LLC., (WCA) dba GFL Environmental; and

WHEREAS, the rates were presented as follows:

- Sanitation Solutions Inc. - \$24.00 a ton for the duration of the five-year contract inclusive of fuel surcharges
- Waste Management of Texas, Inc. – Option I: \$33.94 a ton with a CPI increase not to exceed 3% annually inclusive of fuel surcharges
- Waste Corporation of Arkansas, LLC - \$25.00 a ton for the duration of the five-year contract inclusive of fuel surcharges; and

WHEREAS, Public Works staff recommended to the Solid Waste Committee on March 4, 2024, the landfill contract be awarded to Waste Management of Texas, Inc.; and

WHEREAS, the Solid Waste Committee voted to submit Waste Management of Texas, Inc., proposal to the Board of Directors for approval;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is authorized to enter into a contract with Waste Management of Texas, Inc., for the purposes set forth herein.

PASSED AND APPROVED this 1st day of April 2024.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

REQUEST FOR PROPOSAL

WASTE DISPOSAL SERVICES

CITY OF TEXARKANA, ARKANSAS



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INTRODUCTION

The City of Texarkana is requesting proposals for a service provider for solid waste disposal services. Service provider shall have expertise in the operation and management of landfills and/or transfer stations. The waste to be delivered to the facility will be collected and transported by contracted solid waste haulers. The City delivers approximately 23,000 tons of solid waste (trash and street sweepings) on an annual basis.

The term of the contract will be five years, with three additional one-year contract extensions at the City's option.

PROPOSAL SUBMISSION

Eight (8) hard copies of the proposal, inclusive of all requested information and supporting documents, shall be submitted to the Public Works Director. Proposals shall be received until 3:00 P.M. on February 26, 2024, at which time the proposal shall be opened publicly at the office of the Public Works Director. Proposers are invited to be present at the RFP opening.

Proposals received after the hour specified will not be considered.

PRE-PROPOSAL CONFERENCE

A pre-proposal meeting will be held on February 19, 2024, at 10:00 A.M.

PROPOSER'S CLARIFICATION

By submitting a proposal, the proposer certifies that the RFP has been fully read and that the proposer understands the proposal method and has full knowledge of the scope, nature and quality of work to be performed.

INSURANCE

The Successful Proposer, at the time of execution of the contract, shall also furnish the City with copies of permits, any related insurance certificates of adequate limits, as later indicated, to protect the City of Texarkana, its agents, and employees, from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

WORKERS' COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Proposer in the work to be performed is that of any independent Proposer and as such, shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Proposer, sub-contractors, agents, or employees have been negligent, and the Proposer shall keep the City free and

discharged of and from any and all responsibility and liability therefore of any sort or kind. The Proposer shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty, including all legal defense costs incurred by the City. The Proposer shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Proposer shall indemnify and hold harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Proposer's Liability Insurance Certificate shall include the hold harmless clause and shall be filed with the City.

The Proposer shall maintain such insurance as will protect the proposer from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Proposer's liability insurance shall be in the names of the Proposer and the City as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the City of Texarkana as additionally insured. Certificates of such insurance shall be filed with the City.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

Professional Liability – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Workmen's Compensation insurance covering all employees of contractor engaged in the execution of landfill operations.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Texarkana, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: ***City of Texarkana, 216 Walnut Street, Texarkana, AR 71854***. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the State of Arkansas. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Workers' Compensation and liability for bodily injury and property damage.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Proposer agrees as follows:

The Proposer will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

In the event of the Proposer's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole, or in part and the Proposer may be declared ineligible for further City contracts.

The Proposer will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

ALTERATIONS OR MODIFICATIONS

This contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Proposer and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

SUBCONTRACTS

The Proposer will not be allowed to subcontract work under this contract unless written approval is granted by the City. The Sub-proposer, as approved, shall be bound by the conditions of the contract between the City and the Proposer. The authorization of a Sub-proposer is to perform in accordance with all terms of the contract and Specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the Proposer. All directions given to the Sub-proposer in the field shall bind the Proposer as if the notice had been given directly to the Proposer.

RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of a proposer or any sub-proposer to the extent that such books and records relate to the performance of such contract or sub-contract (including, without limitation, all billing records and weight records or tickets). Such books and

records shall be maintained by the proposer for a period of five (5) years following the termination of the contract or sub-contract or, if no termination, the later to occur of the expiration of the initial term or expiration of any extension term(s) exercised by the City; unless a shorter period is otherwise authorized in writing.

DISSEMINATION OF INFORMATION

During the term of the resulting contract, the successful proposer may not release any information related to the services or performance of services under the contract, nor publish any report or documents relating to the City, the account or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account or the contract by the proposer or its agents or employees.

PERMITS/LICENSES

The Proposer shall, at its expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Proposer shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Proposer at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Proposer shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

WITHDRAWAL OF PROPOSALS

Proposers may revise or withdraw their proposals at any time prior to the due date and time by emailing Tyler Richards, Public Works Director at tyler.richards@txkusa.org. No proposals may be withdrawn for a period of ninety (90) days following the formal opening and receipt of proposals by the City of Texarkana

PROPOSAL REJECTION

The City of Texarkana reserves the right to reject any or all proposals and to accept or reject any part of any proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

*******Notice to proposers the City is also considering participating in services offered through the Southwest Arkansas Solid Waste District (SWASWD). As the City is a member of this district a proposal is not required from SWASWD. If the terms and/or services available to the City as a member of the SWASWD are determined to be more beneficial to the citizens of Texarkana the City will reject all proposals submitted through this RFP.*******

EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Proposer shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the City, or other persons. All attachments are considered as part of this document.

CONTRACT TERMINATION

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

- A. Previous unknown circumstances arise making it desirable in the public interest to terminate the contract.
- B. The City shall have the right to terminate the contract in the event that funds are not budgeted in any calendar year following the year that the contract is initially executed.
- C. The proposer is not adequately complying with the specifications.
- D. The proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
- E. The proposer in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
- F. The proposer refuses to proceed with work when and as directed by the City.
- G. The proposer abandons the work.

SCOPE OF SERVICES

Management of Waste

Disposal and Processing Facility Information:

Proposers shall provide the following information for all disposal and/or processing facilities to be used to provide solid waste disposal services under the Agreement.

- a. Name, location, and description of the facility and the type of material that will be accepted, processed, and/or disposed at the location.
- b. Name of owner and operator of the facility (or facilities), identifying whether the company that owns and/or operates the processing facility is the same as the Proposer, a related-party entity, or subcontractor.
- c. Contact name and phone number of the site/landfill manager.
- d. Term of the Proposer's contract with the facility (if applicable).
- e. If the facility is owned and operated by the Proposer, provide a guarantee to provide the processing and/or disposal services proposed and guaranteeing the capacity required over the term of the agreement. If the facility is not owned and operated by the Proposer, provide a letter from the facility owner and operator that documents their

commitment to provide the processing and/or disposal services proposed and guaranteeing the capacity required over the term of the agreement. If the capacity guaranteed to the City relies on development of a new facility or expansion of an existing facility, describe the development or expansion plans, additional capacity to be constructed, schedule for development/expansion, and permitting status of the development/expansion plan.

- f. End product for yard trimmings, if accepted, at the disposal/processing facility.
- j. **Description of Customer Service.** Proposers shall include a description of customer service policies and procedures. Proposers shall include the following:
 - i. Description of complaint resolution procedures.
 - ii. Name, title and contact information of Proposer's staff responsible for complaints.
- k. **Description of Customer Billing Policies and Procedures.** Proposer shall describe the policies and procedures to be used for billing, documenting, and reporting disposal services provided to the City.

INFORMATION REQUIRED WITH PROPOSALS

Please provide this information on separate sheets of paper in the order listed:

1. Price per ton for municipal solid waste, trash, and rubbish
 - Rate shall be the same rate applied to all municipal solid waste (*both residential and commercial waste*).
2. Price per ton for tires
3. Price per ton for street sweepings
4. Qualifications and Experience.
 - Demonstrate the experience of the individual, firm or organization in conducting efforts of the nature and scope required by this Request for Proposal. Proposer shall include length of time in the industry as part of description of qualifications and experience.
 - Identify the key personnel to be assigned to render the services required. Provide a list of past experience and all certifications and licenses.
5. Stability.
 - Demonstrate the ability and continuity of both staff and management of the individual, firm or organization.
6. Days and Hours of Operation.
 - Holiday Schedule (closed)

COMPENSATION

Proposer shall identify all waste streams accepted at the facility with associated costs. Costs shall be presented in per ton format.

EVALUATION OF PROPOSALS

The City of Texarkana will evaluate each written proposal, determine whether oral discussions with the individuals, firms or organizations are necessary, then based on the content of the written proposal and any oral discussions, select the best qualified for the assignment and which is most advantageous to the City of Texarkana, price and all other factors considered.

The evaluation will be based upon the following areas:

- a. Completeness of response to the RFP
- b. Relevant experience (permits, certifications and licenses)
- c. Stability of Price
- d. Proximity of the facility to the City of Texarkana
 - i. City expense related to round trip travel time will be considered
 - ii. City prefers to contract with service providers within a 15-90 mile radius of the City of Texarkana if the cost is justifiable.

The Offeror must insure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or familial status.

All successful bidders must meet the terms and conditions of:

- The parallel residential and commercial disposal rate requirement of the City.
- Have the capacity to bill the City for residential disposal and bill the haulers for commercial disposal separately.
 - At the current time the City has three solid waste haulers that will be responsible for paying their commercial landfill fees.
 - Richardson Waste, Inc.
 - Edmondson's Trash Service
 - Waste Management

ASSIGNMENT OF KEY STAFF

If a key contact member leaves during the course of the contract, the City must be notified within 30 days of any changes in contact and provide any updated contact information

SELECTION COMMITTEE AND PROCEDURE FOR REVIEW OF PROPOSALS

A Selection Committee to include the City Manager, Public Works Director, Assistant Public Works Director, Finance Director and other key personnel will review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals based on the information provided. The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Once the selection committee has evaluated each proposal a recommendation will be submitted to the Solid Waste Committee for final recommendation to the Board of Directors. Failure to comply with any mandatory requirements may disqualify a proposal.

The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS:

To ensure fair consideration for all proposers, the City prohibits communication to or with any department director, division manager or employee during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. No interpretations of the meaning of the RFP documents will be made to any bidder orally.

Every request for such interpretation shall be submitted to the Public Works Department and to be given consideration must be sent in prior to 10:00 A. M. on February 19, 2024. Direct inquiries to:

Tyler Richards, Public Works Director or
City Hall, Public Works Department
216 Walnut Street
Texarkana, AR 71854
FAX - (870) 773-2395
tyler.richards@txkusa.org

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be issued via email to all prospective proposers no later than February 26, 2024.

Additionally, the city prohibits communications initiated by a proposer to any City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between proposer and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

NON-COLLUSION AFFIDAVIT
INSTRUCTIONS FOR NON-COLLUSION
AFFIDAVIT

This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the State of Arkansas Reporting of Suspected Collusion, ARK. Code Ann. § 19-11-240, 19-11-244; R1 to R2: 19-11-244, governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.

This Non-Collusion affidavit must be executed by the member, officer, or employee of the proposer who is authorized to legally bind the proposer.

Bid/Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval, or submission of the bid.

In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

The term "complementary bid/proposal" as used in the Affidavit has the meaning commonly associated with that term in the RFP process and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

NON-COLLUSION
AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says
that:

He/She is _____ of the Proposer that
has

(Owner, Partner, Officer, Representative or Agent)

submitted the attached
Proposal;

He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer nor any of its officers; partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Texarkana or any person interested in the proposed Contract;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and,

Neither the said Proposer nor any of its officers, partners, owners, agents, or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Texarkana, which the Proposer will be required to perform.

I state that _____ understands
(Name of Firm)

and acknowledges that the above representations are material and important and will be relied on by the City of Texarkana in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Texarkana of the true facts relating to the submission of bids for this Contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20__

Notary
Public

My Commission Expires:

NON-DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

PROPOSER

TITLE

**PROVIDER’S CERTIFICATION OF NON-INDEBTEDNESS TO THE
CITY OF TEXARKANA**

Provider hereby certifies and represents that Provider and Provider’s parent company(ies) and subsidiary(ies) are not currently indebted to the City of Texarkana (the “City”), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City’s satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

Name of
Provider

By: __ Authorized Signatory

Title: . President or Vice President

Attest: _____



CONTRACT FOR SOLID WASTE DISPOSAL SERVICES-LANDFILL
FOR THE CITY OF TEXARKANA, ARKANSAS

CONTRACT FOR WASTE DISPOSAL SERVICES LANDFILL

Whereas WASTE MANAGEMENT OF TEXAS, INC., a Texas corporation, acting by and through its Senior Account Executive, hereinafter called "Waste Management of Texas," and the City of Texarkana, Arkansas, acting by and through the duly authorized City Manager of said City, hereinafter called the "City," desire to enter into a Solid Waste Disposal Service Agreement (hereinafter called the "Contract"), and

Whereas the City is granted the authority to Contract, using competitive procurement methods, for the provision of solid waste disposal services pursuant to Arkansas Code Annotated 14-58-105, City's Garbage Ordinance found in Chapter 22 of the City's Code of Ordinances, and/or other applicable law, and

Whereas the City requested proposals for such services and after advertisement, proposals were received and evaluated: and

Whereas, on April 1, 2024 the City Board of Directors in Resolution #2024-15, deemed it to be in the interest of the citizens of Texarkana, Arkansas that the proposal submitted by Sanitations Solutions be accepted:

NOW, THEREFORE, for and in consideration of the premises and agreements herein contained and other good and valuable consideration the receipt and adequacy of which are hereby forever acknowledged and confessed, the Parties agrees as follows:

Article 1. Ordinance Authority

This Contract is made pursuant to City's Garbage Ordinance found in Chapter 22 of the City's Code of Ordinances. All words and phrases contained herein shall be defined in accordance with said Ordinance except those words and phrases specifically defined in this Contract. All words and phrases not defined shall be given those meanings commonly ascribed to them by custom and usage.

Article 2. Scope of Services

Section 2.01 Term of Contract

The term of this Contract shall be for a period of five years commencing at midnight, May 1, 2024, and ending at midnight April 30, 2029 ("Contract Term"), unless otherwise extended, terminated, or cancelled in accordance with this Article.

Section 2.02 Extension of Contract Term

The initial five (5) year term of this contact shall automatically be extended for three additional one-year terms at the City's option unless either party notifies the other party in writing, not more than one hundred twenty (120) days, nor less than ninety (90) days prior to the expiration of the initial five (5) year term or of any successive one (1) year term, of intention to terminate this Contract. Any such written notice shall be served by certified mail, return receipt requested.

Article 3. Scope and Quality of Services

Section 3.01 Basic Service

The purpose of this Contract is to provide for a landfill for the disposal of all solid waste accumulated within the present and future corporate limits of the City of Texarkana, Arkansas, and it is the intent of the City to enter into this Contract with Waste Management of Texas for the disposal at said landfill of all garbage, trash and other solid waste collected from each and every residence and commercial business located within the city limits of the City. Nothing contained herein shall require the City to utilize Waste Management of Texas for the disposal of all yard or vegetative waste collected within the City.

Section 3.02 Landfill Location

Waste Management of Texas will, at its landfill located in Blossom, Texas, County of Lamar provide for the disposal of all garbage, trash and other solid waste collected from each and every residence and commercial business located within the city limits of the City. Sanitations Solutions agrees to operate its landfill in compliance with all applicable rules and regulations and in a manner consistent with proper health and sanitation methods.

Section 3.03 Operations

Waste Management of Texas shall, at its own cost and expense, provide all machinery, equipment, laborers, supervision, insurance and other accessories necessary to efficiently and properly dispose of all garbage, trash, refuse and other solid waste collected from within the city limits of the City and delivered to its landfill. Waste Management of Texas shall, at its own cost and expense, provide the site and maintenance of said site for disposal of said trash, garbage, refuse and other solid waste and said site shall be available for disposal of solid waste by any citizen and shall have the following minimum hours of operation, to-wit:

Monday - Friday	6:30 a.m. to 4:30 p.m.
Saturday	8:00 a.m. to 12:00 p.m.
Sunday	Closed
Holidays	Closed on New Year's Day, Thanksgiving Day, Christmas Day.

Section 3.04 Residential Waste

Licensed residential refuse collectors under Contract with City for residential waste collection may dispose of residential waste collected from Texarkana, Arkansas, residents at Contractor's landfill site at no cost to said residential refuse collectors. The term residential waste excludes dead animals (other than dogs and cats), large household appliances and furniture, tires, batteries, automobile parts, tree trunks or stumps (size defined by Sec. 22-1 of City Code) and construction or building materials.

Section 3.05 Residential Refuse Rate

City shall pay Waste Management of Texas the sum of Thirty-Three Dollars and Ninety-Four Cents (\$33.94) per ton for each ton of residential waste collected from residents of the City and delivered by the City or its licensed residential refuse collectors to Sanitation Solution's New Boston Landfill (being the landfill referenced herein) during the term of this Contract. Waste Management of Texas shall install and thereafter maintain accurate weight scales, capable of accommodating waste hauling vehicles, at its landfill within 6 months of Contract execution and will keep accurate records of the amount of said residential waste delivered by licensed residential refuse collectors to said landfill and will allow said

records to be inspected by a City representative. Waste Management of Texas shall bill for periods covering the 26th day of each month through the 25th day of the next month and said billing shall be mailed by Waste Management of Texas to City by last day of each month. Waste Management of Texas shall provide City with copies of weight tickets and summary sheet concerning weight tickets with each monthly billing. Fees due Contractor shall be paid by the 15th day of each month following the mailing of said billing. It is understood and agreed that the billing for the month of May 2024, will only cover the period of May 1, 2024, through May 25, 2024.

Section 3.06 Residential Historical Average

The City’s historical residential solid waste average is 10,082 tons per year (840.17 tons per month) for monitoring purposes. Operator shall ensure only residential waste is billed to the City. At such time that this average starts to exceed historically average Operator shall notify the City immediately. Monthly tonnage reports shall be provided in the form reasonably requested by the City.

Section 3.07 Commercial Waste.

Commercial Waste is to be charged to licensed commercial refuse collectors separate from the City. Waste Management of Texas shall create separate residential and commercial accounts. The commercial accounts shall be the sole responsibility of each licensed hauler and not be comingled with the City’s residential waste.

Section 3.08 Commercial Hauler Fees

Commercial refuse haulers servicing accounts within the City limits of Texarkana, Arkansas will be charged \$33.94 per ton (residential solid waste, trash and rubbish) and \$36.94 per ton (tire and street sweepings disposal fees, however, are set out in Section 10.01 below) for disposal of waste by Waste Management of Texas at the landfill. Commercial refuse haulers are defined as those (other than licensed residential collectors under residential collection contract with the City) who pickup, collect, carry, transfer or in any way handle solid waste material from a commercial business located within the city limits of the City. The fee for terms applicable to disposal of garbage, trash, refuse or other solid waste by residential or commercial refuse haulers from another city, county or outside the City limits at Waste Management of Texas’ landfill is not within the scope of this Contract. All disposal fees charged by Waste Management of Texas pursuant to this Contract shall be collected by and belong to Waste Management of Texas.

Article 4. Insurance

Section 4.01 Workers’ Compensation, Public Liability and Property Damage Insurance

Waste Management of Texas shall assume and be liable for all blame and loss of whatsoever nature by reason of its violation of any Federal, state, county or local laws, regulations, or ordinances by Waste Management of Texas; Waste Management of Texas shall indemnify and hold harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Waste Management of Texas’ Liability Insurance Certificate shall include the hold harmless clause and shall be filed with the City.

Waste Management of Texas shall maintain such insurance as will protect Waste Management of Texas from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract,

whether such operations be by or on behalf of Waste Management of Texas, or any employee, officer, agent, or contractor of the same.

Section 4.02 Liability Insurance Requirements

Waste Management of Texas shall carry the type of insurance hereafter set out and policies or certificates of insurance showing such coverages shall be deposited with the City Clerk at the time of the execution of this Contract, to-wit:

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

Professional Liability – in minimum amounts of \$1,00,000 per occurrence and \$2,000,000 aggregate.

Workmen’s Compensation insurance covering all employees of Contractor engaged in the execution of landfill operations.

Section 4.03 Inclusion of City as Named Insured

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Texarkana, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: **City of Texarkana, 216 Walnut Street, Texarkana, AR 71854**. All policies shall be in effect with companies holding an A.M. Best rating of “A-” or better and shall be licensed to do business in the State of Arkansas. Such companies shall also be acceptable to the City.

Section 4.04 Subcontracts

Waste Management of Texas will not be allowed to subcontract work under this Contract unless written approval is granted by the City. Waste Management of Texas, as approved, shall be bound by the conditions of the Contract between the City and the Proposer. The authorization of a Subcontractor is to perform in accordance with all terms of the Contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to Waste Management of Texas. All directions given to the Subcontractor in the field shall bind Waste Management of Texas as if the notice had been given directly to Waste Management of Texas.

All subcontractors performing work under this Contract must furnish to the City a copy of their Certificate of Insurance for Workers’ Compensation and liability for bodily injury and property damage.

Section 4.05 Loss of Insurance Coverage

Should Waste Management of Texas or any subcontractors fail to keep such insurance policies paid and in a current status then such failure shall be grounds of cancellation of this Contract. All insurance policies shall be subject to the approval of the City.

Article 5. Compliance with Laws

Section 5.01 State and Federal Law Regulations

Waste Management of Texas agrees to abide by the terms of all State and Federal laws and regulations in the performance of this Contract. Waste Management of Texas further agrees that it shall be responsible

to the City Manager of the City or the designated representative of the City Manager in carrying out the terms and conditions of this Contract.

Should any State or Federal laws or regulations make performance impracticable or impossible then the parties are relieved from any future performance or obligation.

Section 5.02 Equal Employment Opportunity

During the performance of this Contract, the Waste Management of Texas agrees as follows:

Waste Management of Texas will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. Sanitations Solutions will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Waste Management of Texas agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

Waste Management of Texas will, in all solicitations or advertisements for employees placed by or on behalf of the company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

In the event of Waste Management of Texas noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole, or in part and Waste Management of Texas may be declared ineligible for further City Contracts.

Waste Management of Texas will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

Section 5.03 Alterations or Modifications

This Contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this Contract shall be made only by written agreement between Waste Management of Texas and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

Article 6. Right to Audit Records

Section 6.01 Books and Records Related to the Performance of Contract

The City shall be entitled to audit the books and records of Waste Management of Texas or any subcontractor to the extent that such books and records relate to the performance of this Contract or subcontract (including, without limitation, all billing records and weight records or tickets). Such books and records shall be maintained by Waste Management of Texas for a period of five (5) years following the termination of the Contract or subcontract or, if no termination, the later to occur of the expiration of the initial term or expiration of any extension term(s) exercised by the City; unless a shorter period is otherwise authorized in writing.

Article 7. Performance

Section 7.01 Hold Harmless

It is hereby expressly understood and agreed that Waste Management of Texas shall perform the terms and conditions of this Contract as an independent Contractor and will at all times hold the City harmless from any claims or damages that might grow out of Waste Management of Texas performance of this Contract.

Section 7.02 Dissemination of Information

During the term of the contract, Waste Management of Texas, unless required by applicable law or valid court order, may not release any information related to the services or performance of services under the contract, nor publish any report or documents relating to the City, the account or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account or the contract by the proposer or its agents or employees.

Section 7.03 Permits/Licenses

Waste Management of Texas shall, at its expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. Waste Management of Texas shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

Section 7.04 General Health and Welfare of the Citizens

It is further understood and agreed by the City and Waste Management of Texas that the Board Directors of the City has determined that the general health and welfare of the citizens of City can only be served by a strict observance the terms and conditions of this Contract and the efficient disposal of garbage, trash and solid waste accumulated within the city limits and to this end that this Contract is entered into by and between the parties.

Section 7.05 Failure to Fulfill the Terms and Conditions of Contract

It is further understood and agreed that the failure of Waste Management of Texas to fulfill the terms and conditions imposed on it under the terms of this Contract will authorize the City to cancel this Contract if said failure continues for thirty (30) days after written notice by certified mail return receipt requested, of default to Waste Management of Texas by the City.

Section 7.06 Notice of Rates and Hours of Operations

Waste Management of Texas shall erect a sign at the entry of its landfill site which will contain information concerning disposal rates/charges, hours of operation and other general information pertinent to the operation of said Landfill site.

Article 8. Title to Waste

Section 8.01 Vested

Title to all waste shall be vested in Waste Management of Texas upon being placed on its disposal site.

Section 8.02 Nonoperation of Landfill

During the term of this Contract and its extension terms the City will not operate a landfill. During the term of this Contract and its extensions the City will require all residential and commercial refuse haulers collecting waste within the corporate limits of the City to deliver said waste to Waste Management of Texas' landfill.

Section 8.03 Excluded Waste

Notwithstanding anything in this Contract to the contrary, Waste Management of Texas shall not be required to dispose of any hazardous waste, as defined by the United States Environmental Protection Agency or any state agency having jurisdiction over the landfill, hot ashes, explosive substances, radioactive materials, drugs, poisons, dead animals larger than dogs and cats, tires, batteries, automobile parts, medical waste or refuse from any place where highly infectious or contagious disease has prevailed.

Section 8.04 Dead Animals

Waste Management of Texas shall allow the City's residential and commercial haulers to dispose of small dead animals (dogs and cats) at its landfill however, Waste Management of Texas shall not charge the City a disposal fee concerning said small dead animals. City shall keep accurate records of the number of small dead animals disposed of by residential and commercial haulers and furnish such records to Waste Management of Texas.

Article 9. Assignment

Section 9.01 Assignment of Interest

Waste Management of Texas shall not assign its interest under this Contract without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Such withholding or delay would only be reasonable if the proposed assignee was not qualified to provide the services herein. In the event of any assignment approved in writing by the City then the assignee of Waste Management of Texas shall assume all obligations of Waste Management of Texas under the terms of this Contract.

Section 9.02 Successors and Assigns

This Contract binds and inures to the benefit of Waste Management of Texas and the City and their respective successors and assigns.

Section 9.03 Records and Audits

Successors and assignees shall permit the authorized representatives of the City to inspect and audit all data and records of relating to performance under this Contract. Successors and assignees shall be notified in advance of the identity of the authorized representatives. The periods of access and examination described above for records which related to (1) appeals of disputes of this Contract; or (2) litigation of the settlement of claims arising out of this Contract, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

Article 10. Rate Adjustments

Section 10.01 Fees Due

Fees due Waste Management of Texas is set at \$33.94 per ton inclusive of all fees and fuel surcharges for the first year (1 Year) of the Contract; provided, however, the rate (inclusive of all fees and fuel

surcharges) for tires shall be \$36.94 per ton and for street sweepings \$36.94 per ton), as set forth on the attached Addendum A. Rate shall increase annually based on the Consumer Price Index for all Materials published in November of each year. CPI rate shall not exceed 3% each year, if the consumer price index is lower than 3%, rate increase shall reflect the lower percentage rate.

Provided, the inclusive fee would not include any foreseen change of law or regulation as it relates to the landfill and any such change hereafter would be passed through to the city, and, it is specifically noted that this does not apply to fuel taxes, wages or any other similar expenses but only to change of law or regulation regarding the landfill.

The parties, to the extent permitted by applicable law, reserve the right to negotiate as to rates for any extension term; provided, however, in no event shall any rate change be effective unless and until agreed to in writing, signed by and on behalf of the City and Waste Management of Texas.

Article 11. Entire Agreement

Section 11.01 Choice of Law

This agreement shall be governed by the laws of the State of Arkansas, and, in the event of litigation with respect to this agreement or any of its terms, venue shall rest in Miller County, Arkansas.

Section 11.02 Severability

In the event any provision hereunder is determined to be illegal, invalid or unenforceable under applicable law, said provision shall be deemed deleted from this agreement as if never contained herein and the remainder of the Contract shall remain enforceable. In the event the City is ordered by a court to dispose of its solid waste at a landfill other than the landfill being used by Waste Management of Texas, the City, at its option, will be relieved of its obligation under this Contract so long as such court order is in effect to dispose of its waste at Waste Management of Texas landfill and pay the consideration therefore provided that the City pursues in good faith whatever legal remedies it has to challenge such court order.

Section 11.03 Attorney Fees.

If either the City or Waste Management of Texas institutes litigation against the other party to secure its rights pursuant to this Contract, the prevailing party shall be entitled to the actual and reasonable costs of litigation and reasonable attorney's fees in addition to any other relief to which such party may be entitled.

Section 11.04 Entire Agreement

This Contract supersedes any and all other agreements, whether oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Contract that is not contained herein shall be valid or binding unless in writing signed by all the Parties

Section 11.05 Amendment

This Contract may be amended in writing upon the agreement of both Parties so as to conform to the law or any changes in the law and/or regulations applicable to the terms of this Contract. If the City refuses to amend the Contract in accordance with this section, such action shall be considered a breach of this Contract and Waste Management of Texas may terminate the Contract.

Section 11.06 Incorporation of Schedules

Appendix A is hereby expressly incorporated within this Contract as though written and contained directly within the text of this Contract.

Section 11.07 Termination

The City shall have the right to terminate this Contract or a part thereof, without further obligation hereunder in the event:

- A. Previous unknown circumstances arise making it desirable in the public interest to terminate the Contract.
- B. The City shall have the right to terminate the contract in the event that funds are not budgeted in any calendar year following the year that the contract is initially executed.
- C. Waste Management of Texas is not performing its duties hereunder.
- D. Waste Management of Texas refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
- E. Waste Management of Texas is unnecessarily or willfully delaying the performance or completion of its duties hereunder.
- F. Waste Management of Texas refuses to proceed with work when and as directed by the City.
- G. Waste Management of Texas abandons the work.

No termination or cancellation of this Contract shall be deemed to be an election or remedies or waive any rights of the City arising from or relating to any failure or refusal of Waste Management of Texas to perform its obligations hereunder. The City shall allow Waste Management of Texas ninety (90) days to cure any discrepancies related to the performance of this contract. In the event that the City terminates this Contract in accordance with this Section or other provision of this Contract allowing for termination or cancellation by the City, the City shall use good faith to give at least thirty (30) days written notice of the same to Waste Management of Texas; unless circumstances require an earlier termination or cancellation date in the reasonable determination of the City in order to avoid disruption of services to its citizens (for example, but not limited to, in the event of abandonment of duties by Waste Management of Texas).

Section 11.08 Cancellation

In the event Waste Management of Texas cancels this Contract for failure of the City to perform its duties hereunder, it will notify the City in writing and will continue to provide disposal services in accordance with the terms of this Contract for ninety (90) days from the date of such notice. In no event shall failure or refusal of any refuse hauler to pay amounts owed or claimed to be owed to Sanitation Services for disposal of waste from outside of the city limits of the City constitute basis for termination of this Contract by Sanitation Services. Furthermore, in no event shall failure or refusal of a commercial refuse hauler to pay amounts owed to Waste Management of Texas for disposal of commercial waste from within the city limits of the City constitute basis for termination of this Contract by Waste Management of Texas; provided, however, in such event, (i) Waste Management of Texas may, upon thirty (30) days written notice to the City, refuse to accept commercial waste from a commercial refuse hauler that has failed or refused to pay amounts claimed to owed, and (ii) such refusal shall not constitute default by Waste Management of Texas.

Section 11.09 Notice

Whenever the Contract requires written notice to be provide such notice should be delivered by U.S. mail or hand delivery to the following addresses:

Notice to the City:

City Manager
City of Texarkana, Arkansas
P.O. Box 2711
Texarkana, Arkansas 75504

Notice to Waste Management of Texas, Inc.

Senior Account Executive
Waste Management of Texas
520 E Corporate Dr, Suite 100
Lewisville, TX 75057

Witness the execution hereof in duplicate, this ___ day of _____, _____.

CITY OF TEXARKANA, ARKANSAS

By:

Robert Thompson,
City Manager
City of Texarkana, Arkansas

Signature

By:

Ryan Frazier,
Senior Account Executive
Waste Management of Texas, Inc.

Signature

Attachment A: Pricing Sheet – New Boston Landfill Site

Throughout the five-year Contract period, Waste Management of Texas is hereby authorized to charge fees for disposal services provided in the submitted RFP as follows:

<u>Cost Basis</u>	<u>Disposal Charge</u>
Per Ton Compacted	\$33.94
Per ton Uncompacted	\$33.94
Per Ton (Tires)	\$36.94
Per Ton (Street Sweepings)	\$36.94

Attachment B: Proposal Submittal

See attached proposal from Waste Management of Texas Inc.



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance granting a limited franchise to occupy the right-of-way at 112 Pine Street. (Ward 2) (PWD) Public Works Director Tyler Richards

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

AGENDA DATE: April 1, 2024

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Public Works

PREPARED BY: Heather Soyars

REQUEST: Grant a limited franchise.

EMERGENCY CLAUSE: Yes

SUMMARY: Grant a limited franchise for 112 Pine Street (Ward 2), to occupy the right-of-way.

EXPENSE REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

RECOMMENDED ACTION:

EXHIBITS: Ordinance

Prepared by:
George M. Matteson
Moore, Giles & Matteson, LLP
1206 North State Line Avenue
Texarkana, Arkansas 71854
870-774-5191
george@mgmlawllp.com

ORDINANCE NO. _____

AN ORDINANCE GRANTING A LIMITED FRANCHISE TO TEXAS BOULEVARD PROPERTIES, LLC: TEXAS SERIES 6, FOR THE NON-EXCLUSIVE RIGHT AND PRIVILEGE TO OCCUPY PUBLIC RIGHT-OF-WAY AT 112 PINE STREET; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, Texas Boulevard Properties, LLC: Texas Series 6, is owner of certain real property located in the City of Texarkana, Arkansas, situated in the area commonly known as 112 Pine Street (Ward 2), and being more particularly described as (hereinafter “Grantee’s Property”):

The South 15.20 Feet of Lot Numbered Twelve (12) and the West 9.20 feed of the South 15.2 Feet of Lot Numbered Eleven (110 in Block Numbered Seventy-Five (75) of the Original City of Texarkana, Miller County, Arkansas

WHEREAS, as permitted by Ordinance No. K-192, passed and approved by the Board of Directors of Texarkana, Arkansas, on or about May 21, 1986, a portion of the sidewalk and right of way adjacent to the Grantee’s property and extending to the north was enclosed such that the same may be utilized as additional enclosed area in connection with the use of Grantee’s Property and, further, affixed to such enclosed area is an overhang or awning; and

WHEREAS, upon investigation and review of the public records in the

possession of the City, it appears that the Ordinance No. K-192 expired by its terms, but, nevertheless, such portions of the right of way covered by Ordinance No. K-192 remained enclosed and in use in connection with the occupancy, ownership, and use of Grantee's Property; and

WHEREAS, to provide for and document the continued use of such portions of the right of way, along with such portions of the right of way currently being utilized in connection with the Grantee's Property, to avoid waste and inefficiency of removal, and to promote the continued use of Grantee's Property and, in connection therewith, the growth and redevelopment of downtown Texarkana, Arkansas, as a whole, the Grantee requests, and the Board of Directors agrees that good cause exists to grant to Grantee, in accordance with the terms hereof, a limited franchise to occupy and utilize certain public right-of-way adjacent to Grantee's Property (the "Franchise Area"), *to wit*:

All portions of city right-of-way located within the following described lands situated in the City of Texarkana, Miller County, Arkansas:

A continuous strip of land of 9.20 feet in width located immediately west of and adjacent to of the southern 24 feet of the western boundary Lot Numbered Twelve (12) in Block Numbered Seventy-Five (75) of the Original City of Texarkana, Miller County, Arkansas

Along with the right (i) to install and maintain an overhang or awning (unenclosed beneath) thereon and extending a reasonable distance therefrom, but, in no event shall said overhang or awning be of a size to interfere with parking along or the traffic upon Pine Street; and (2) occupy and utilize such other portions of rights of way adjacent thereto and immediately adjacent to Grantee's Property that are, as of the date hereof currently being utilized in connection the Grantee's Property for so long as such areas continue to be so utilized in the same such manner, but in no event unreasonably impeding any traffic on Pine Street or any public alleyway to the South of said Lot Numbered Twelve (12) in Block Numbered Seventy-Five of the Original City of Texarkana, Miller County, Arkansas.

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

Section 1. Franchise Established. Grantee is granted a non-exclusive franchise, subject to all preexisting conditions and matters of record, known or unknown, to use and

occupy the Franchise Area for the purpose of improvement and installation of Facilities (hereinafter defined) thereupon in connection with Grantee's ownership, possession and utilization of the improvements now or hereafter located upon Grantee's Property. The City makes no representations or warranties concerning condition of the Franchise Area or any improvements located therein.

Section 2. Maintenance, Compliance with Law. Grantee shall keep all improvements located within the Franchise Area in good and safe condition and repair, and free from snow, ice, dirt, litter, and debris. Grantee's use of the Franchise Area shall be in accordance with applicable local, state or federal law, rule or regulation.

Section 3. Supervision by City. All improvements made by Grantee shall require approval by the City of Texarkana, Public Works Department, Fire Department, Police Department, Water Department, Historic District Commission, and any other Committees depending on the request and as determined by the City Manager. Building Plans, Surveys, or other documents reasonably needed to review and approve any proposed improvement plan are required to be submitted by the Grantee prepared, if reasonably necessary, by professionals in the field of Engineering, Architecture, and Surveying. Construction Permits and building permits, if otherwise required shall be required and City Inspectors shall inspect the work.

Section 4. Right of Way Restoration. The surface, sub grade, underground utilities, and underground facilities of the right of way disturbed or damaged by the Grantee in building, construction, renewing or maintaining its facilities shall be restored within a reasonable time after completion of the work in compliance with the applicable provisions of the Code of Ordinances and maintained to the satisfaction of the City. All work outside the Franchise Tract of Land shall be warranted for five (5) years from the completion of the restoration, after which time responsibility for maintenance shall revert to the City. Grantee shall repair warranted items within thirty (30) days of written notice of warranty claim. Upon Termination of this agreement, all private improvements shall be removed, and the right of way shall be restored City Standards then in effect.

Section 5. Compensation to City. None.

Section 6. Assignment, the rights, powers, limitations, duties, and restrictions herein provided for shall inure to and be binding upon the parties hereto and upon their respective successors and assigns.

Section 7. Period of Agreement, Termination in Certain Instances. This franchise shall be in full force and effect for the period beginning with the effective date hereof and ending thirty (30) years after such date and may be extended for an additional thirty (30) year period if mutually agreed to in writing and approved by the Board of Directors. Written request for extension shall be the responsibility of the Grantee and due six (6)

months prior to expiration of the original term.

This Franchise may be terminated at any time, by written notice from the City Manager of the City to the Grantee:

(i) to accommodate street widening or utility improvements, whereupon, Grantee, at Grantee's sole expense, shall have ninety (90) days to remove private property from the Franchise Area and restore all disturbed rights-of-way; or

(ii) for failure of Grantee to comply with any term of this Franchise upon thirty (30) days written notice and demand to cure delivered by the City, whereupon, Grantee, at Grantee's sole expense, shall have ninety (90) days to remove private property from the Franchise Area and restore the all disturbed rights-of-way, provided, however, if cure is not reasonably possible within such thirty day period, then commence and within such thirty day period and proceed with all reasonable diligence to effectuate cure.

Section 8. Indemnity, Right to Enter, Limitation of Liability, No Agency, etc. The Grantee shall indemnify, defend, and hold the City harmless from any and all claims, damages, injury, expenses (including reasonable attorney's fees) or injury (including death) arising from or in any way related to Grantee's use, construction or operation of the Franchise Area.

Nothing contained in this Franchise shall be deemed to limit the City's right and ability to enter upon or disturb the Franchise Area or to close all or portions of the same for public safety reasons.

Grantee's sole recourse against the City under or in any way related to this Franchise or the Franchise Area shall be to terminate this Franchise by written notice to the City. Grantee's termination of this agreement shall be immediate unless said notice specifies a termination date of not more than ninety (90) days from the date of such notice.

Nothing contained herein is intended or shall be deemed to create any agency, partnership, joint venture, or other relationship between the City and Grantee other than that of grantor and grantee as specifically set forth herein. Grantee's use and actions in connection with the use of the Franchise Area or any right granted hereunder do not constitute actions of the City.

Section 9. Notice. Notice will be effective upon delivery at the following addresses until the City or Grantee notify the other, in writing, of the change of address or contact person. For any purposes related to this Agreement, notice to the City shall be to: City Manager, City of Texarkana, Arkansas, P.O. Box 2711, Texarkana, Texas 75504. Notice to the Grantee shall be to: Texas Boulevard Properties, LLC: Texas Series 6, 3315 Texas Boulevard, Texarkana, Texas 75503.

Section 10. Partial Invalidity and Repeal Provisions. If any Section, sentence, clause, or phase of this Agreement is for any reason held to be illegal, ultra vires or unconstitutional, such invalidity shall not affect the validity of the remaining portions of this Agreement.

Section 11. Acceptance of Agreement. Grantee shall have thirty days from the effective date of this Ordinance to accept the same by signing in the space below provided.

Section 12. Definitions. Facilities: Any above ground concrete, asphalt, sidewalk, structure, enclosure, deck, tables, chairs, lighting, rails, building, roof, signage, furnishings or supplies, or other items placed by the Grantee within the Franchise Area.

Section 13. Emergency Clause. This action being necessary for the preservation of the public peace, health and safety (including, without limitation, considering that the improvements and rights of way usage contemplated by this franchise are and for over thirty-five (35) years or more, more or less, have been, in use as so contemplated; to allow for the immediate and continued use of the Franchise Area for the benefit of downtown and efforts to revitalize the same; and to allow for the sale of the Grantee's Property by Grantee to a subsequent owner who indicates an interest to immediately take possession and continue or put into use), and a separate and distinct vote having been taken on this emergency clause, an emergency is therefore declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 1st day of April 2024.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance amending the *City of Texarkana, Arkansas, Code of Ordinances, Section 28-59 – Fences*, in order to increase the maximum height for residential fencing from 6’ to 8’. (PWD-Planning)
City Planner Jamie Finley

AGENDA DATE: April 1, 2024

ITEM TYPE: Ordinance Resolution Other :

DEPARTMENT: PWD-Planning

PREPARED BY: Jamie Finley, City Planner

REQUEST: Amending the *City of Texarkana, Arkansas, Code of Ordinances, Section 28-59 – Fences* in order to increase the maximum height for residential fencing from 6’ to 8’

EMERGENCY CLAUSE: N/A

SUMMARY: Public Works and the Board of Adjustment have continued to receive increasingly more requests for residential fence variances from 6’ to 8’. The Board of Adjustments has found no valid reason to deny the requests and therefore has routinely granted these requests. This change in the Code would alleviate time, expense, and effort in processing these requests.

EXPENSE REQUIRED: 0

AMOUNT BUDGETED: 0

**APPROPRIATION
REQUIRED:** 0

**RECOMMENDED
ACTION:**

EXHIBITS: Ordinance, Draft revision of section, and Memo to City Manager

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 28-59 OF THE *CITY OF TEXARKANA, ARKANSAS, CODE OF ORDINANCES*, AS AMENDED; AND FOR OTHER PURPOSES

WHEREAS, in order to allow an increase in the maximum height for residential fences, it is necessary to amend Section. 28-59 of the *City of Texarkana, Arkansas, Code of Ordinances (Code)*; and

WHEREAS, the Public Works Department and the Board of Adjustment have continued to receive increasingly more requests for residential fence variances from 6' to 8'; and

WHEREAS, the Board of Adjustment has found no valid reason to deny the requests and therefore has routinely granted these requests; and

WHEREAS, this change in the *Code* would alleviate time, expense, and effort in processing these requests;

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors for the city of Texarkana, Arkansas:

Section 1: The following section of the *Code* are amended as stated:

Sec. 28-59 – For all residential uses located within any zoning district, an ornamental fence, hedge, or wall not more than four (4) feet in height may project into or enclose any required front of side yard, provided that visibility at intersections is maintained in accordance with the provisions of Section 28-72 of this artic. Ornamental fences, hedges, or walls may project into the side yard from the front building line of the structure to the rear lot line, and into the rear yard, provided such fences or walls do not exceed a height of eight (8) feet.

Section 2: Except as specifically amended herein, the *Code* remains in full force and effect.

PASSED AND APPROVED this 1st day of April 2024.

Allen Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, 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: Robert Thompson, City Manager

FROM: Jamie Finley, City Planner

DATE: March 18, 2024

SUBJECT: Board of Directors Agenda item for April 1, 2024, amending the *City of Texarkana, Arkansas, Code of Ordinances*, Section 28-59 – Fences, in order to increase the maximum height for residential fencing from 6’ to 8’.

LEGAL DESCRIPTION: N/A

REASON FOR REQUEST: The Public Works Department and the Board of Adjustments have received increasingly more requests for residential fence variances from 6’ to 8’. The Board of Adjustments found no valid reason to deny the requests and therefore has routinely granted these requests. The change in the *Code* would alleviate time, expense and effort in processing these requests.

EXISTING LAND USES: N/A

EXISTING ZONING: N/A

COMPATIBILITY WITH EXISTING ZONING: N/A

UTILITIES & TRANSPORTATION NETWORK: N/A

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:

- (1) (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 presenter, or in modified form, by a majority vote of the entire commission.
- (3) Following adoption of plans and recommendation of ordinances and regulations, the commission shall certify adopted plans of recommended ordinances of and regulation to the legislative body of the city for its adoption.
- (4) The legislative body of the city may return the plans and recommended ordinances and regulations to the commission for further study or rectification, or, by a majority vote of the entire membership, may, by ordinance or resolution, adopt the plans and recommended ordinances or regulations submitted by the commission. However, nothing in this subchapter shall be construed to limit the city board’s authority to recall the ordinances and resolutions by a majority vote of the board.

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, March 3, 2024, edition of the Texarkana Gazette.

OPPOSITION: None

PLANNING COMMISSION CERTIFICATION: The Planning Commission met on March 12, 2024, and certified recommendation to revise the *Code*, Section 28-59 – Fences in order to increase the maximum height for residential fencing from 6’ to 8’. Motion was made by Vice-Chairperson Mike Jones seconded by Commissioner Adger Smith with a roll call vote of 6-0, with one vacancy.

Anderson Neal, Chairperson	Yes
Mike Jones, Vice Chairperson	Yes
Adger Smith	Yes
Jason Dupree	Yes

Randall Hickerson	Yes
Boots Thomas	Yes
Vacancy	

**BOARD ACTION
REQUESTED:**

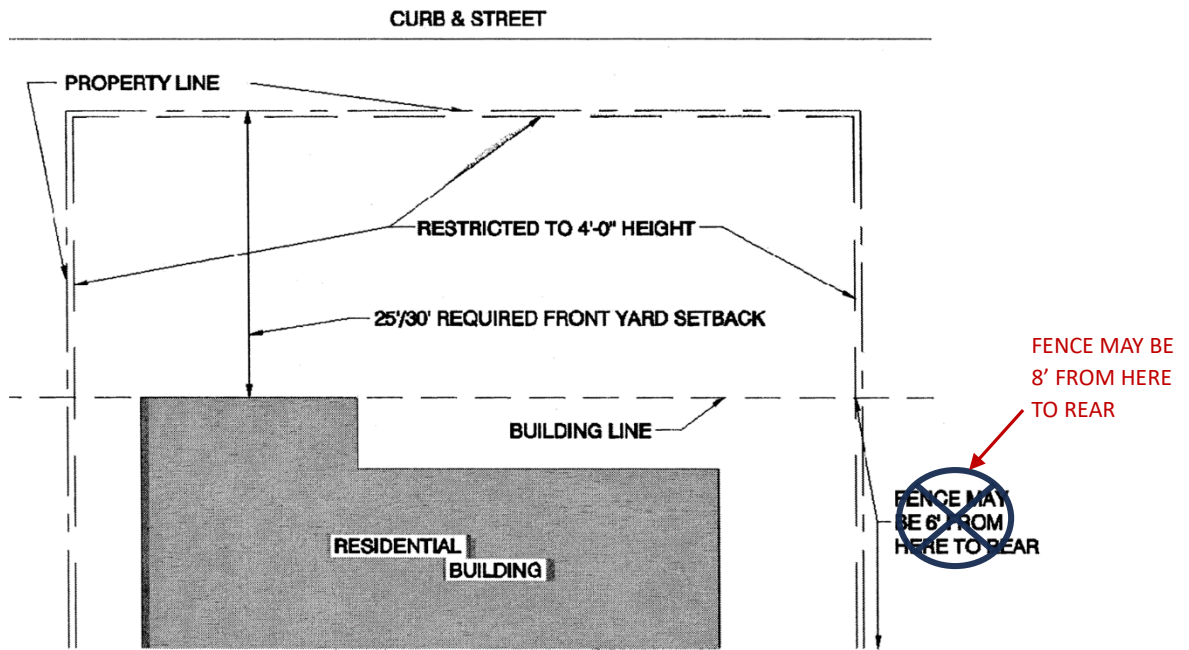
The City Board is requested to:

Approve the amendment to the *Code*, Section 28-59 – Fences in order to increase the maximum height for residential fencing from 6’ to 8’.

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.

- **Sec. 28-59. - Fences.**

For all residential uses located within any zoning district, an ornamental fence, hedge, or wall not more than four (4) feet in height may project into or enclose any required front or side yard, provided that visibility at intersections is maintained in accordance with the provisions of [section 28-72](#) of this article. Ornamental fences, hedges, or walls may project into the side yard from the front building line of the structure to the rear lot line, and into the rear yard, provided such fences or walls do not exceed a height of ~~six (6)~~ eight (8) feet.

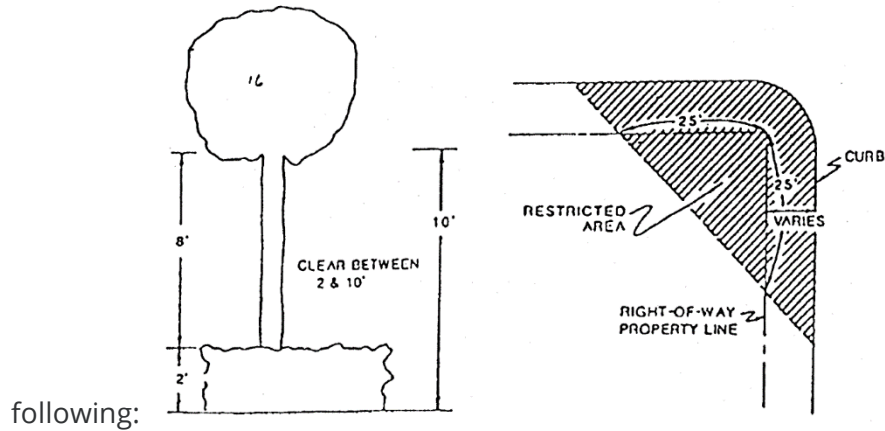


Fences: Curbs & Streets

(Ord. No. K-286, § 1(Art. VI, § 9), 11-21-88; Ord. No. K-650, § 1, 12-15-97)

Sec. 28-72. - Visibility at intersections.

On a corner lot on which a front yard is required, nothing shall be erected, placed, planted, or allowed to grow in such manner as materially to impede vision between a height of two (2) feet and ten (10) feet above the center line grade of the intersecting street in the area bounded by the street right-of-way lines (not curb lines but the rights-of-way lines which are also the property lines) of such corner lot and line joining points along said streets rights-of-way lines twenty-five (25) feet from the point of intersection. Graphic illustration of this requirement is provided by the



Visibility at Intersections

(Ord. No. K-286, § 1(Art. VI, § 22), 11-21-88)



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance amending Ordinance No. 27-2021, in order to clarify the minimum lot requirement for two (2) residences in the A-1 Limited mixed use rural district. (PWD-Planning) City Planner Jamie Finley

AGENDA DATE: April 1, 2024

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: PWD-Planning

PREPARED BY: Jamie Finley, City Planner

REQUEST: Amend Ordinance No. 27-2021, in order to clarify the minimum lot requirement for two (2) residences in the A-1 Limited mixed use rural district.

EMERGENCY CLAUSE: N/A

SUMMARY: Current wording regarding the minimum lot size for 2 residences in the A-1 Limited mixed use rural district reads ‘Single family detached only – max. 2 per property – 5 acres each if more than one dwelling.’ The wording is ambiguous as the actual requirement is a total minimum lot size of 5 acres (2.5 per residence). Request is to clarify the minimum lot size wording.

EXPENSE REQUIRED: 0

AMOUNT BUDGETED: 0

**APPROPRIATION
REQUIRED:** 0

**RECOMMENDED
ACTION:** The Planning Commission recommendation is approval of this ordinance amendment with no opposition.

EXHIBITS: Ordinance, Memo to City Manager, Ordinance No. 27-2021

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 27-2021, AND SECTION 28-25, OF THE CITY OF TEXARKANA, ARKANSAS, CODE OF ORDINANCES, IN ORDER TO CLARIFY THE MINIMUM LOT REQUIREMENT FOR TWO (2) RESIDENCES IN THE A-1 LIMITED MIXED USE RURAL DISTRICT; AND FOR OTHER PURPOSES

WHEREAS, the City Planner requests the approval of the City of Texarkana, Arkansas, Board of Directors, to amend Ordinance No. 27-2021, and Section 28-25, of the *City of Texarkana, Arkansas, Code of Ordinances, (Code)* to clarify the minimum lot requirement for two (2) residences in the A-1 Limited Mixed Use Rural District; and

WHEREAS, current wording regarding the minimum lot size for 2 residences in the A-1 Limited mixed use rural district reads “Single family detached only – max. 2 per property – 5 acres each if more than one dwelling.”; and

WHEREAS, the wording is ambiguous as the actual requirement is a total minimum lot size of 5 acres (2.5 per residence); and

WHEREAS, this change in the Ordinance would alleviate time, expense, and effort in processing these requests;

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the City of Texarkana, Arkansas, that the following amendments to Chapter 28, Zoning, be adopted:

Section 1: The following Section of the *Code* is amended as stated:

Section 28-25 A-1 Limited Mixed Use Rural District

<u>Residential land uses</u>	<u>Use by right</u>	<u>Conditional use</u>
Single family detached only – max. 2 per property – 5 acres minimum lot size with 2.5 acres per dwelling.	X	

Section 2: Except as specifically amended herein, the *Code* remains in full force and effect.

PASSED AND APPROVED this 1st day of April 2024.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

Land uses for A-1 zone		
	Use by right	Conditional use
Animal clinic, kennel, training or boarding facility		CU
Animal shelter, adoption or animal pound		CU
Dairy and sales of dairy products		CU
Equestrian stables/riding academy		CU
Family farm (with or without restaurant)		CU
Hobby chickens with enclosure—excludes commercial chicken houses (no fertilizer sales allowed)		-
Hunting club gun or archery, ax toss		CU
Livestock (horses or cattle) grazing subject to section 28-52		CU
Fish farm and fish market or restaurant		CU
Meat locker—processing of wild game		CU
Bait shop	X	
Carriage rides, horse riding, pony rides		CU
4-H projects		CU
Hunting birds (i.e. falconry)		CU

Land uses for A-1 zone		
	Use by right	Conditional use
Aquarium		CU
Rodeo/arena		CU
Pet cemeteries/crematoriums		CU
Taxidermy		CU
Wedding venues, barn dance facilities, reunion halls		CU
Plant nursery	X	
Bees and honey sales	X	
Natural products (i.e. elderberry syrup, health and beauty products from plants)	X	
Fruit orchard or berry farms with fruit sales and product sales	X	
Row crops and sales on site	X	
Golf courses	X	
Lawn maintenance, landscaping or tree service (equipment to be housed)	X	
<i>Residential land uses</i>		

Land uses for A-1 zone		
	Use by right	Conditional use
Single family detached only—max. 2 per property—5 acres each if more than one dwelling	X	

ORDINANCE NO. 27-2021

IN ORDER TO ESTABLISH A NEW ZONING DISTRICT AN ORDINANCE TO AMEND THE *CITY OF TEXARKANA, ARKANSAS, CODE OF ORDINANCES* CHAPTER 28, ARTICLE III, AND CHAPTER 21, ARTICLE I, SETTING THE GOVERNING REGULATIONS FOR THE A-1 MIXED USE RURAL ZONE; AND FOR OTHER PURPOSES

WHEREAS, the City currently has 46.7% land area zoned R-1 rural residential; and

WHEREAS, the Planning Commission, having determined additional land uses would be beneficial to rural areas to promote prosperity and creativity; and

WHEREAS, the Planning Commission has held not fewer than five advertised workshops and a public hearing to develop a new land zone to answer the need for more development; and

WHEREAS, the Planning Commission has developed the following land uses and regulations to answer a need for expanded land uses in rural areas of the City:

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the City of Texarkana, Arkansas, the following amendments to Chapter 28, Zoning, and Chapter 21, signage be adopted:

Section 1. The *City of Texarkana, Arkansas, Code of Ordinances* (the "Code") is hereby amended to add the following as Section 28-25:

Section 28-25 Limited Mixed Use Rural District

A-1 Limited mixed use rural district. Purpose and intent of this district is to encourage and allow development of limited commercial land use in rural settings. Primarily intended for the outskirts of the City where large rural residential tracts of land are located are ideal locations for agriculture related businesses and outdoor family venues. The land uses allow for both traditional land use of livestock and truck gardening and new land uses such as corn mazes, pumpkin patches and outdoor wedding venues with carriage rides. The majority of the land uses are set as conditional, always conditional usage when animals are included and require site plans, showing appropriate suitable fencing at the time of zoning or rezoning application so the conditional uses can be approved at the same time as the zoning. The existing animal density restrictions to

one head of large livestock per acre is standard to protect the health, safety and nuisance concerns of neighboring properties.

(Land uses for A-1 zone)

- (b) *Use Regulations.* The permitted uses in the commercial and mixed use district are set forth below. Where the letter "X" appears opposite a permitted use and underneath a commercial zoning district, the listed use is permitted in that district subject to: (1) the providing of off-street parking in the amount required, (2) conformance to the special conditions applying to certain uses as set forth in article V; and (3) the providing of off-street loading in accordance with article VII, section 28-92. Where the letters "CU" appear instead of an "X," this use is permitted subject to acquiring a conditional use permit as set forth in article IV. All permitted uses shall be inside or enclosed except areas of outdoor dining as specified below and any outdoor-type land uses.

	<i>USE BY RIGHT</i>	<i>Conditional Use</i>
Animal Clinic, kennel, training or boarding facility		CU
Animal shelter, adoption or animal pound		CU
Dairy & sales of dairy products		CU
Equestrian stables/riding academy		CU
Family farm (with or without restaurant)		CU
Hobby chickens with enclosure - excludes commercial chicken houses (no fertilizer sales allowed)		-
Hunting club gun or archery, ax toss		CU
Livestock (horses or cattle) grazing subject to Sec. 28-52		CU
Fish farm & fish market or restaurant		CU
Meat locker – processing of wild game		CU
Bait shop	X	
Carriage rides, horse riding, pony rides.		CU
4-H projects		CU
Hunting birds (i.e., Falconry)		CU
Aquarium		CU
Rodeo/ARENA		CU
Pet cemeteries/crematoriums		CU
Taxidermy		CU
Wedding venues, barn dance facilities reunion halls,		CU
Plant nursery	X	
Bees and honey sales	X	

Natural products (i.e., Elderberry syrup, health, and beauty products from plants)	X	
Fruit orchard or berry farms with fruit sales and product sales	X	
Row crops and sales on site	X	
Golf courses	X	
Lawn maintenance, landscaping or tree service: (equipment to be housed)	X	
<i>Residential land uses</i>		
Single family detached only – max. 2 per property – 5 acres each if more than one dwelling.	X	

(c.) Lot, yard, and height regulations

	Zoning District			
	O-1	C-1	C-3	A-1
Lot Regulations				
Minimum lot area (square feet or acreage)	14,000	14,000	20,000	1.5 acres
Minimum lot area width at building line	100	100	150	100
Maximum lot coverage (per cent)	40	40	40	NA
<i>Yard Regulations (in feet):</i>				
Minimum front yard:				
With no parking in front	25	25	25	30
With parking between street and building (for commercial buildings)	45	45	45	45
<i>Lot Regulations:</i>				
Minimum rear yard:				
Single frontage lot	20	12	12	30
Double frontage lot	25	25	25	30
Minimum side yard:				
Interior				
When abutting property in residential district	10	12	20	30
When abutting property in nonresidential district	10	None	None	30
Exterior	20	25	25	30
<i>Height Regulations (1):</i>				
Maximum number of feet	24	36	36	36
Maximum number of stories	2	3	3	3

NOTES: (1) A building or structure may exceed the maximum heights shown provided each of its front, side, and rear yards are increased an additional foot for each foot such building exceeds the maximum height.

(d.) Notes:

(addition)

A-1 mixed use rural zone may be approved to use gravel or similar material in parking areas for business activities when appropriate if the site plan is approved by the chief building official (examples: parking for produce stand, outdoor wedding venues).

(e.) *Screening requirements—All commercial and mixed use districts.* The basic screening requirement is to construct an opaque fence on all side and rear abutting property lines between residential and commercial zones. Should the commercial developer/owner choose to utilize a nonopaque fence (no more than twenty (20) per cent openings), a ten (10) foot landscaped buffer yard adjacent to the screening fence will be required. The following chart defines the screening requirements. The screening fence may be constructed of wood (cedar, redwood, cypress, and pressure-treated types resistant to rot), rock, masonry (brick), construction techniques allowing openings (i.e. basket-weave, louvered, pierced brick and open decorative designs), and combinations of materials (i.e. brick pilasters/wood between the pilasters, concrete block faced with masonry, brick topped with decorative wrought iron or decorative elements). A-1 zone screening requirements apply only to areas immediately adjacent to commercial structures.

	O-1 Office and Quiet Business	C-1 General Commercial	C-3 Open Display Commercial	C-4 Crossroads Business Park	A-1 Mixed Use Rural
Rural Residential (R-1)	Not Required	Not Required	Not Required	Not Required	Not Required
Single-Family Residential (R-2)	Minimum 6' Screening Fence Required	Minimum 6' Screening Fence Required	Minimum 8' Screening Fence Required	Minimum 8' Screening Fence Required	Minimum 6' Screening Fence Required
Low Density Residential (R-3)	Minimum 6' Screening Fence Required	Minimum 6' Screening Fence Required	Minimum 8' Screening Fence Required	Minimum 8' Screening Fence Required	Minimum 6' Screening Fence Required
Medium Density Residential (R-4)	Minimum 6' Screening Fence Required	Minimum 6' Screening Fence Required	Minimum 8' Screening Fence Required	Minimum 8' Screening Fence Required	Minimum 6' Screening Fence Required
Manufactured Housing (RM)	Minimum 6' Screening Fence Required	Minimum 6' Screening Fence Required	Minimum 8' Screening Fence Required	Minimum 8' Screening Fence Required	Minimum 6' Screening Fence Required

Section 2. The Code is hereby amended to include the following provision as Section 28-35(h):

- (h) A review for a conditional use permit may be included as part of a zoning request on one application if an approved site plan is part of the application process.

Section 3. Sections 28-51(c), (d), (e), and (i) of the Code are deleted and the following substituted therefor:

- (c) *Accessory building height.* No accessory building shall exceed the height of the main structure other than those buildings and structures clearly incidental to a farm, ranch, orchard, truck garden or nursery tanks, granaries, silos, stables, and such buildings necessary to conduct an approved business in an A-1 zone.
- (d) *Accessory building not to occupy front or side yard except in A-1 Limited mixed use rural district.* In no district shall an accessory building occupy any part of a required front or exterior side yard except in an A-1 zone where 30' setbacks on all sides shall be enforced.
- (e) *Accessory building construction may not commence before construction of the main building except in an A-1 Limited mixed use rural district.* No accessory building shall be constructed upon a lot until the construction of the principal building has actually been commenced, and no accessory building shall be used unless a certificate of occupancy has been issued for the main building, excluding the A-1 zone at such times when a principal building is not required.
- (i) *Commercial accessory buildings.* Except in the C-2 central business district that are without setbacks, [not to include A-1 Limited mixed use rural districts], accessory buildings may be permitted in the O-1 office and quiet business, C-1 general commercial, and C-3 open display commercial districts which are used exclusively as product or equipment storage and shall not be located closer than forty-five (45) feet to the front property line or the side street property line. A rear yard is not required for commercial accessory buildings except a rear yard of not less than ten (10) feet is required when such business zoning district abuts a residential zoning district. Accessory buildings shall not occupy more than thirty (30) per cent of the required rear yard setback, nor shall they be located closer than five (5) feet to a side property line. In no instance shall the accessory building floor area exceed that of the principal.

Section 4. Sections 28-52(a) and (b) of the Code are deleted and the following substituted therefor:

- (a) Animal husbandry, dairying, pasturage shall have a minimum of not less than one (1) acre of lot area for each head of livestock kept on the premises to be located in R-1 Rural Residential or A-1 Limited mixed use zoning only and must have a conditional use permit approved by the Planning Commission (the Planning Commission at the time of request for rezoning to A-1 may approve the conditional use permit with an approved site plan as part of the rezoning request and recommendation to the Board of Directors).
- (b) Animal hospital, pound or shelter; commercial kennel; livestock sales; riding academy; public stable; veterinarian's office, etc., (not to include grazing land in the A-1 limited mixed use zone), where animals are kept outside on the premises or housed in a structure other than the primary commercial structure used for business; shall be located no closer than two hundred (200) feet to a residential district, and no closer to a zoning lot line than one hundred (100) feet.

Section 5. The following definitions contained in Section 28-142 of the Code are hereby amended and restated as follows:

Sec. 28-142 Animal shelter or pound: A facility used for animal control to contain animals and where various animal services may be administered with the aim of protecting the public from danger and health concerns associated with animals, especially stray or unlicensed pets.

Animal welfare services or animal adoption center: A non-profit organization that provides for animal adoption, relocation, lost and found services, spay and neuter and other pet services for the benefit of animals.

Section 6. The following definitions are hereby added to Section 28-142 of the Code:

Agricultural Products Processing: A facility which involves the operation(s) of processing, preparing, or packaging agricultural products which are not grown on the site.

Agriculture: The use of land for farming, dairying, pasturage, apiculture (bees), aquaculture (fish, mussels), horticulture, floriculture, viticulture (grapes), or animal and poultry husbandry; this includes the necessary accessory uses for packing, treating, or storing the produce from these activities.

Agriculture-related Business: An establishment engaged in the retail sale of supplies directly related to the day-to-day activities of agricultural production, including the bulk storage of hay, feed, seed, fertilizers (does not allow manure that is not packaged) and related agrichemicals

Animal clinic aka veterinarian: A facility, differentiated from a small animal clinic in that veterinarian medical treatment, surgeries, vaccinations, and other services it offers include boarding, with pens, stables, kennels and holding areas as part of the clinic.

Small animal clinic aka veterinarian office: A facility that provides veterinarian medical treatment, surgeries, vaccinations, and other services such as boarding, for small animals with no pens, stables, kennels, or any such holding areas other than those located entirely indoors as part of the clinic.

Animal, Farm: Any animal that customarily is raised in an agricultural, rather than urban, environment, for profit on farms and has the potential of causing a nuisance if not properly maintained. Allowed farm animals in the City limits are horses, cattle, dairy cows, donkeys, and mules, (water buffalo, llamas, emus, and ostriches currently being reviewed for inclusion). This definition does not include "hobby chicken" which is separately defined.

Animal, Exotic: Animals that are not usually found running at large within the natural areas of the State of Arkansas; that do not meet the definition of household/domestic animals or farm animals; that are not usually considered as a food supply or animal of burden in the United States, and which close relative or parentage are usually imported from another country.

Animal, Game: Animals which are normally wild by nature, provide citizens with a portion of food for consumption, and are usually hunted under a permit issued by the State of Arkansas.

Animal, Wild by Nature: Animals which normally fall within the category of scavenger or predator; may instill fear and apprehension in persons of normal sensitivity, when encountered; require extraordinary precautions to prevent escape, and will not usually voluntarily return to the domicile after escape.

Chicken, Hobby: Fowl that are being raised on non-agricultural lots as a hobby instead of as a farming operation. Hobby chickens are used for the production of eggs, garden fertilizer, meat production or as pets for non-commercial purposes.

Family Venues: An area used for occasions where a variety of generally outdoor gatherings are held that includes but is not limited to family reunions, weddings, and anniversary celebrations, also seasonal commercial rural offerings such as corn maze challenges, pumpkin patch photos, sales, hayrides, and carriage rides.

Lake recreation: A variety of recreational activities such as fishing, paddle boats, water skiing, tubing, etc.

Landscaping business, lawn maintenance or tree service. Business that provides for control, growth, management, and beautification of plant material.

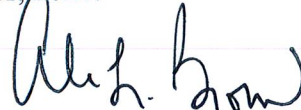
Livestock Market: An enclosure or structure designed or used for holding livestock for purposes of sale or transfer by auction, consignment, or other means.

Section 7. The following is hereby added to Section 21-10 of the Code to identify the permitted signs for the A-1 Limited Mixed Use Rural Zone:

A-1 Limited mixed use rural zone:

- Name plates not over four (4) square feet in area.
- Bulletins not over twelve (12) square feet in area.
- Official signs not over twelve (12) square feet in area.
- Commercial signs not over fifty (50) square feet in area.

PASSED AND APPROVED this 7th day of September, 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: Robert Thompson, City Manager

FROM: Jamie Finley, City Planner

DATE: March 21, 2024

SUBJECT: Board of Directors Agenda item for 4-1-2024, to amend Ordinance No. 27-2021, in order to clarify the minimum lot requirement for two (2) residences in the A-1 Limited mixed use rural district.

LEGAL DESCRIPTION: N/A

REASON FOR REQUEST: Current working regarding the minimum lot size for 2 residences in the A-1 Limited mixed use rural district reads “Single family detached only – max. 2 per property – 5 acres each if more than one dwelling.” The wording is ambiguous as the actual requirement is a total minimum lot size of 5 acres (2.5 per residence). Request is to clarify the minimum lot size wording.

EXISTING LAND USES: N/A

EXISTING ZONING: N/A

COMPATIBILITY WITH EXISTING ZONING: N/A

UTILITIES & TRANSPORTATION NETWORK: N/A

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:

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

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, March 3, 2024, edition of the Texarkana Gazette.

OPPOSITION:

None

**PLANNING
COMMISSION
CERTIFICATION:**

The Planning Commission met on March 12, 2024, and certified recommendation to amend Ordinance No. 27-2021, in order to clarify the working regarding minimum lot size for A-1 Limited mixed use rural as it relates to two (2) residences per property. A motion was made by Vice-Chairperson Mike Jones seconded by Commissioner Boots Thomas with a voice vote of 6-0, with one vacancy.

Anderson Neal, Chairperson	Yes
Mike Jones, Vice Chairperson	Yes
Adger Smith	Yes
Jason Dupree	Yes
Randall Hickerson	Yes
Boots Thomas	Yes
Vacancy	

**BOARD ACTION
REQUESTED:**

The City Board is requested to:

Approve an amendment to Ordinance No. 27-2021, in order to clarify the working regarding minimum lot size for A-1 Limited mixed use rural as it relates to two (2) residences per property. Working would change from “5 acres each if more than one dwelling” to “5 acres minimum lot size with 2.5 acres per dwelling.:

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.



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution making a reappointment to the Airport Authority.
(CCD) City Clerk Heather Soyars

AGENDA DATE: April 1,2024

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: City Clerk

PREPARED BY: Heather Soyars

REQUEST: Make reappointment to the Airport Authority

EMERGENCY CLAUSE: N/A

SUMMARY: Rob Sitterley’s At-Large position on the Airport Authority expired May 14, 2023. This term will be from May 14,2023----2026.

EXPENSE REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

RECOMMENDED ACTION:

EXHIBITS: Resolution, Application, and Member list.

RESOLUTION NO. _____

WHEREAS, Rob Sitterly’s term expired on the Texarkana, Arkansas, Airport Authority; and

WHEREAS, it is necessary that Rob Sitterly be reappointed to the position;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that the following reappointment to the Airport Authority is hereby approved:

Applicant

Rob Sitterley

Term

May 14, 2023----2026

PASSED AND APPROVED this 1st day of April 2024.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

AIRPORT AUTHORITY

3 – YEAR TERMS

	<u>Appointment</u>	<u>Term Date</u>	<u>Term</u>	<u>Ward</u>
Rob Sitterley At Large Member	Motion made 02/01/2021	05/14/2021----2023	1	
Ray Abernathy 2515 Sugarhill Acres Drive 903-826-8214	Resolution No. 2021-38 Reappointment	05/14/2021----2024	2	6
Robin Hickerson 6504 Northern Hills Drive 903-908-1814	Resolution No. 2023-11 Reappointment	05/14/2022----2025	2	6
Ronald Bruce 3601 North Rondo Road 870-571-5997	Resolution No. 2023-37 Appointment	05/14/2023----2026	1	3
Adger Smith 308 Meadows Road 903-824-4924	Resolution No. 2023-37 Appointment	05/14/2023----2026	1	3

4 – Members

1 – At Large Member



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE:	Adopt a Resolution making reappointments to the Board of Adjustment. (CCD) City Clerk Heather Soyars
AGENDA DATE:	April 1, 2024
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
DEPARTMENT:	City Clerk
PREPARED BY:	Heather Soyars
REQUEST:	Make reappointments to the Board of Adjustment.
EMERGENCY CLAUSE:	N/A
SUMMARY:	Make reappointments to the Board of Adjustment. Bonnie Auck and I. Don Nelson's term expired. The new term would be February 17, 2024----2027.
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	
EXHIBITS:	Resolution, Applications and Member list

RESOLUTION NO. _____

WHEREAS, vacancies exist on the Texarkana, Arkansas, Board of Adjustment due to member's terms lapsing; and

WHEREAS, it is necessary that reappointments be made to fill the vacant positions;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that the following reappointments to the Board of Adjustment are hereby approved:

<u>Applicant</u>	<u>Term</u>
Bonnie Auck	February 17, 2024---2027
I. Don Nelson	February 17, 2024---2027

PASSED AND APPROVED this 1st day of April 2024.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

BOARD OF ADJUSTMENT

Authorized by A.C.A. 14-56-416 and Texarkana, Arkansas Code 28-111---114
3 – YEAR TERMS

	<u>Appointment</u>	<u>Term Date</u>	<u>Term</u>	<u>Ward</u>
Bonnie Auck 2102 Hays Avenue 903-244-1490	Resolution No. 2021-38 Reappointment	02/17/2021----2024	5	2
I. Don Nelson 3540 Crestwood Drive 870-772-7363	Resolution No. 2021-38 Reappointment	02/17/2021----2024	6	5
Ricky Pondexter 4302 Sanderson Lane 870-772-3501 (home) 903-826-5550 (work)	Resolution No. 2022-32 Reappointment	02/17/2022----2025	3	6
Ray Cox 1106 Draughn Street 310-930-8150	Resolution No. 2022-32 Reappointment	02/17/2022----2025	3	1
Jason Dupree 416 Meadows Road 870-774-1925 (home) 903-838-8574 (work)	Resolution No. 2023-15 Appointment	02/17/2023----2026	1	3

5 - Members

CITY OF TEXARKANA, ARKANSAS

Application for Appointment to Citizen Advisory Board or Commission

(Please type or print clearly)

BOARD OR COMMISSION DESIRED (Please apply for one (1) board or commission per application.)

- | | |
|---|---|
| <input type="checkbox"/> Advertising & Promotion Commission | <input type="checkbox"/> Historical District Commission |
| <input type="checkbox"/> Airport Authority | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> City Beautiful Commission | <input type="checkbox"/> Municipal Auditorium Project Advisory Commission |
| <input checked="" type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Civil Service Commission | <input type="checkbox"/> Plumbing Review Board |
| <input type="checkbox"/> Electrical Review Board | <input type="checkbox"/> SWAWIB—Southwest Arkansas Workforce Investment Board |
| <input type="checkbox"/> Heating & Air Conditioning Board of Review | <input type="checkbox"/> Other: |

Name: Bonnie M. Quick Home Phone: 870-772-4155

Address: 2102 Hays St Texarkana Resident Yes No 25 Years

E-Mail Address: Teeterandtetter@aol.com Miller Co. Voter Registration No. 1806125

Employer: homemaker Work Phone: _____

Position: _____

Education: _____ College: _____ High School:

Special knowledge or past experience qualifying you for this appointment: (Please feel free to attach resume):
multiple years on BOA and P&Z

Other relevant information (civic activities, memberships, etc.):

References: List the name and phone number of at least one Texarkana resident as a reference, especially any City staff, City Council, or current Committee members who may be contacted on your behalf.
Name: _____ Phone Number: _____

Interest: Explain why you are interested in being appointed to this board or commission.

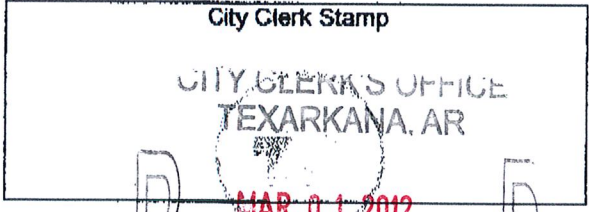
Experience: Indicate what meeting(s) you have attended of the committee for which you wish to be considered.

Number of Texarkana, Arkansas Board of Directors Meetings you have attended in the past 12 months: _____

Please read the statement below and sign your name to indicate your understanding.
I UNDERSTAND MY ATTENDANCE WILL BE REQUIRED AT ALL COMMITTEE MEETINGS AND THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.

Signature of Applicant: Bonnie Quick Date Submitted: 2-17-2012

Return completed application to:
Patti Scott Grey, City Clerk
216 Walnut Street (or)
P O Box 2711
Texarkana TX 75504-2711
Phone 870-779-4995 or Fax 870-774-3170



Please Note: This application will be on file for one (1) year.

RECEIVED
By: [Signature]
LAST REVISED: 08252010

CITY OF TEXARKANA, ARKANSAS

Application for Appointment to Citizen Advisory Board or Commission

BOARD OR COMMISSION DESIRED (Please apply for one (1) board or commission per application.)

<input type="checkbox"/>	Advertising & Promotion Commission	<input type="checkbox"/>	Heating & Air Conditioning Board of Review
<input type="checkbox"/>	Airport Authority	<input type="checkbox"/>	Historic District Commission
<input checked="" type="checkbox"/>	Board of Adjustment	<input type="checkbox"/>	Library Board
<input type="checkbox"/>	City Beautiful Commission	<input type="checkbox"/>	Planning Commission
<input type="checkbox"/>	Civil Service Commission	<input type="checkbox"/>	Plumbing Board of Review
<input type="checkbox"/>	Electrical Review Board	<input type="checkbox"/>	Public Facilities Board
<input type="checkbox"/>	Equalization Board	<input type="checkbox"/>	Other: _____

Name: I. Donald Nelson Home Phone: 870-772-7363

Address: 3540 Crestwood Drive Texarkana Resident Yes No 87 Years

E-Mail Address: Donnelson2@outlook.com Miller Co. Voter Registration No. 1827924

Employer: Retired Work Phone: _____

Position: Educator-Deputy Superintendent Cell Phone: 903-733-3401

Education:
College: MSE+ Henderson State University High School: Booker T. Washington-Texarkana

Special knowledge or past experience qualifying you for this appointment: (Please feel free to attach resume):
Served on School Board, Board of Directors Boys & Girls Club of America, Library Board, State of Arkansas Board for Social Studies, Trustee Board, several years on Board of Adjustment.

Other relevant information (civic activities, memberships, etc.):
(See Resume)

References: List the name and phone number of at least one Texarkana resident as a reference, especially any City staff, member of the Board of Directors, or current Committee members who may be contacted on your behalf.
Name: Mayor Allen Brown Phone Number: 870-772-0661

Interest: Explain why you are interested in being appointed to this board or commission.
Always been civic involved and possess leadership abilities

Experience: Indicate what meeting(s) you have attended of the committee for which you wish to be considered.
Been a member of the Board for last 10 years or more

Number of Texarkana, Arkansas Board of Directors Meetings you have attended in the past 12 months: 2

Please read the statement below and sign your name to indicate your understanding.

I UNDERSTAND MY ATTENDANCE WILL BE REQUIRED AT ALL COMMITTEE MEETINGS AND THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.

Signature of Applicant: I. Donald Nelson Date Submitted: 03/22/2024

Return completed application to:
Heather Soyars, City Clerk
216 Walnut Street (or)
P O Box 2711
Texarkana TX 75504-2711
Phone 870-779-4995
heather.soyars@txkusa.org

City Clerk Stamp

CITY CLERK'S OFFICE
TEXARKANA, AR

RECEIVED

MAR 26 2024

By: [Signature]

BIOGRAPHICAL INFORMATION

I. DONALD NELSON

ORIGIN:

- Born: Texarkana, Arkansas-1937, 8:30 a.m. Wednesday morning**
- Childhood: Texarkana, Arkansas**

EDUCATIONAL EXPERIENCE:

- Graduated - Booker T. Washington High School- 1954**
- Attended - Central State College, Wilberforce, Ohio**
- Awarded Bachelor's Degree - A.M. & N College, 1961**
- Awarded Master's Degree - Henderson State Univ., 1969**
- Further Study - Oklahoma State, Stillwater, Univ. of Arkansas, Fayetteville, East Texas State, Texarkana, 1974-1981**
- Administrator Certification - 1998**

PROFESSIONAL WORK EXPERIENCE:

- Classroom teacher-Washington High School, 1961-1970 (10yrs)**
- Classroom teacher-Arkansas High School, 1970-1971 (1 yr)**
- Asst. Principal-Arkansas High School, 1971-1981 (10 yrs)**
- Principal-Arkansas High School, 1982-1986 (5yrs)**
- Asst. Director of Purchasing-Central Office 1986-1987 (1 yr)**
- Asst. Superintendent for Secondary Education 1987-1992 (5yrs)**
- Asst. Superintendent for Personnel 1992-1997 (5 yrs)**
- Deputy Superintendent- 1997-1998 (1 yr)**
- Retired from Texarkana Arkansas School District-1998 (37 yrs)**
- Director-SWADC Head Start; 2001**
- Co-Host; KTOY Radio; Magazine of the Air, Live Talk Show 2005-2020**
- Executive Director- Southwest Arkansas Development Council, Inc., 2010-2013**

OFFICES:

- President; Sandflat Glendale Neighborhood Center**
- President; Texarkana Arkansas Administrative Organization**
- President; Texarkana Boys & Girls Club of America**
- Basileus; Theta Upsilon Chapter, Omega Psi Phi Fraternity, Inc.**
- Vice Pres.; Texarkana Booker T. Washington High School Alumni Association**

- Vice Pres.-Miller County NAACP & Life Member
- Vice Pres.-Texarkana Arkansas Mental Health Board of Directors
- Keeper of Finance/Keeper of Records & Peace-Theta Upsilon Chapter
- Treas./ Sec.-Gate City Lodge #42, Prince Hall Affiliated
- Parliamentarian-Omega Psi Phi Fraternity State Organization
- President of Texarkana Arkansas Board of Adjustment
- Vice-President Texarkana Arkansas School Board
- Treasurer-Texarkana Pan Hellenic Council
- First Lieutenant/Treas.- S.T. Boyd Consistory #201 (32nd. Degree Masonry)

*****Current Offices*****

- Asst. Treasurer- Miller County NAACP
- Chairman of Handbook Committee..11th Street Baptist Church
- Interim Chairperson for the Jamison Center Of Kindness
- Keeper Of Peace Theta Upsilon Chapter Omega Psi Phi Frat.

COMMITTEES, ORGANIZATIONS AND BOARDS:

- Texarkana Library Board
- Conifer Girl Scout Board
- Salvation Army Advisory Board
- Red Cross Advisory Board
- United Way Allocations Committee
- Texarkana Historical Museum Advisory Board
- Phi Delta Kappa
- North Central Association State Committee for Evaluations
- Arkansas State Committee on teacher certification & evaluation
- Arkansas State Committee on Social Studies textbook selection
- Governor Tucker's Commission on Cultural & Natural Resources
- Texarkana Arkansas Board of Education

HONORS AND AWARDS:

- “Omega Man of the Year”; Theta Upsilon Chapter, 1984
- “Distinguish Alumni” Texarkana Arkansas School District, 1997
- “Earl Holmes, Sr. Memorial Appreciation Award, 1997
- NAACP Mott H. Mosley/A.E. Alton Education Award, 1998
- “Master Mason of the Year” 1999 & 2004
- “Arkansas Teachers Education Association “Outstanding Educator Of the Year” 2003

- Red River Army Defense Complex Award 2007
- Dr. Martin L. King Distinguish Citizen's Award.. 2010
- Alpha Phi Alpha Fraternity; Distinguish Gentleman's Award..2010
- Omega Psi Phi Fraternity; Founders Award...2010
- Life Time Razorback Award....2013

FAMILY LIFE:

- Wife- Geraldine G. Nelson; Retired Educator (TASD)
- Son-Marcus M. Nelson-B.S. at Univ. of Arkansas, Fayetteville, Ar
International Flight Attendant; American Airlines
- Daughter-in-Law; JoAnn Smith Nelson-B.S. at UAPB
- Daughter-Fretta L. Nelson Hemphill; B.A. at Univ. of Arkansas,
Fayetteville, LCSW at UALR...,Private Practice; Social Work
State of Arkansas
- Son-in-Law; Lynn Hemphill; B.A. at UAPB, LCSW at UALR,
Homeless Program Supervisor; Veterans Administration
- Grandchildren-Jade, School of Veterinarian Science Tuskegee;
Aleksi, 2nd. year student Florida A&M and Calon Gabrielle
Hemphill, grade 10 at Pulaski Academy, Little Rock

RELIGIOUS AFFILIATION:

- Church- Eleventh Street Baptist Church
- Committees; Budget, Crisis, Finance, Pulpit, Leadership, SIP
- Boards-Trustees, Leadership Team, Vacation Bible School
- Auxiliaries: Brotherhood, Male Chorus, Sunday School Teacher

CURRENT STATUS:

- Co-Host KTOY Radio "The Sunday Show"



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution making reappointments to the Historic District Commission. (CCD) City Clerk Heather Soyars

AGENDA DATE: April 1, 2024

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: City Clerk

PREPARED BY: Heather Soyars

REQUEST: Reappoint members to the Historic District Commission.

EMERGENCY CLAUSE: N/A

SUMMARY: Reappoint members to the Historic District Commission.
Greg Gallagher and Jamie Simmons terms expired January 17, 2024.
The new term would be January 17, 2024----2027.

EXPENSE REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

RECOMMENDED ACTION:

EXHIBITS: Resolution, Applications, and Member List

RESOLUTION NO. _____

WHEREAS, vacancies exist on the Texarkana, Arkansas, Historic District Commission due to member's terms lapsing; and

WHEREAS, it is necessary that reappointments be made to fill the positions; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas that the following reappointments to the Historic District Commission is hereby approved:

Applicant

Term

Greg Gallagher

January 17, 2024---2027

Jamie Simmons

January 17, 2024---2027

PASSED AND APPROVED this 1st day of April 2024.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

HISTORIC DISTRICT COMMISSION

Authorized by A.C.A. 14-172-201----212, and Texarkana Code 19-31----65
3 – YEAR TERMS

	<u>Appointment</u>	<u>Term Date</u>	<u>Term</u>	<u>Ward</u>
Greg Gallagher 1919 Beech Street 903-905-5350	Resolution No. 2023-12 Appointment	01/17/2021----2024	1	4
Jamie Simmons 600 Pecan Street 870-330-1521	Resolution No. 2021-36 Reappointment	01/17/2021----2024	5	2
Danny R. Gordon 804 East 12 th Street 870-773-2746 (home)	Resolution No. 2021-36 Reappointment	01/17/2021----2024	2	3
David Jones 39 Brookside Drive 903-277-5550 (home) 870-774-3333 (work)	Resolution No. 2022-32 Reappointment	01/17/2022----2025	4	1
Natasha Crabbe 4131 Union Road 903-824-2970	Resolution No. 2022-32 Reappointment	01/17/2022----2025	2	1
Randy Henry 803 Miller Street 903-490-7772	Resolution No. 2023-76 Appointment	01/17/2023----2026	1	1
M. Carmen Mauldin 433 South Mosley Road 903-798-2194	Resolution No. 2023-11 Reappointment	01/17/2023----2026	2	1
Jamie Finley City Planner HDC Ex – Officio 870-779-4944(work)	N/A	Term of Employment	N/A	N/A

7 - Members

Updated 03212024

CITY OF TEXARKANA, ARKANSAS

Application for Appointment to Citizen Advisory Board or Commission

(Please type or print clearly)

BOARD OR COMMISSION DESIRED (Please apply for one (1) board or commission per application.)

<input type="checkbox"/> Advertising & Promotion Commission	<input checked="" type="checkbox"/> Historical District Commission
<input type="checkbox"/> Airport Authority	<input type="checkbox"/> Library Board
<input type="checkbox"/> City Beautiful Commission	<input type="checkbox"/> Municipal Auditorium Project Advisory Commission
<input type="checkbox"/> Board of Adjustment	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Civil Service Commission	<input type="checkbox"/> Plumbing Review Board
<input type="checkbox"/> Electrical Review Board	<input type="checkbox"/> SWAWIB-Southwest Arkansas Workforce Investment Board
<input type="checkbox"/> Heating & Air Conditioning Board of Review	<input type="checkbox"/> Other:

Name: Gregory C Gallagher Home Phone: 903 908 5350

Address: 1919 Beech St Texarkana Resident Yes No 31 Years

E-Mail Address: gregorygallagherpa@gmail.com Miller Co. Voter Registration No. _____

Employer: Christus St Michael Rehab Hospital Work Phone: 903 614 4150

Position: Registered Nurse

Education: Assoc. degree Nursing High School: Fannett-Metal High School
College: BSBA-Finance

Special knowledge or past experience qualifying you for this appointment:

I have served on the Historical District Commission in the past
Worked with the Historical District Commission to establish Beech Street Historic District

Other relevant information (civic activities, memberships, etc.):

Quality Hill Neighborhood Association member

Special knowledge or past experience qualifying you for this appointment (Please feel free to attach resume):

Restored 1919 Beech St, worked to establish Beech Street Historic District in 2008
Went with Mary Beck to many workshops in Little Rock, AR, Mobile, AL, and Philadelphia, PA
while serving as a Commissioner

References: List the name and phone number of at least one Texarkana resident as a reference, especially any City staff, City Council, or current Committee members who may be contacted on your behalf.

Name: Mary Beck Phone Number: 903 779 4944

Interest: Explain why you are interested in being appointed to this board or commission.

Have involvement in my community. I live in Beech Street Historic District

Experience: Indicate what meeting(s) you have attended of the committee for which you wish to be considered.

None in past year due to COVID

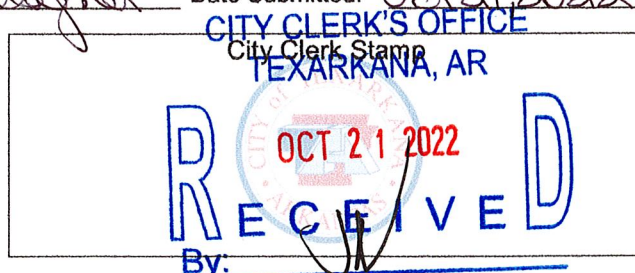
Number of Texarkana, Arkansas Board of Directors Meetings you have attended in the past 12 months: 0

Please read the statement below and sign your name to indicate your understanding.

I UNDERSTAND MY ATTENDANCE WILL BE REQUIRED AT ALL COMMITTEE MEETINGS AND THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.

Signature of Applicant: Gregory C Gallagher Date Submitted: Oct 21 2022

Return completed application to:
City Clerk
216 Walnut Street (or)
P O Box 2711
Texarkana TX 75504-2711
Phone 870-779-4995 or Fax 870-774-3170



Please Note: This application will be on file for one (1) year.

CITY OF TEXARKANA, ARKANSAS

Application for Appointment to Citizen Advisory Board or Commission

(Please type or print clearly)

BOARD OR COMMISSION DESIRED (Please apply for one (1) board or commission per application.)

<input type="checkbox"/>	Advertising & Promotion Commission	<input checked="" type="checkbox"/>	Historical District Commission
<input type="checkbox"/>	Airport Authority	<input type="checkbox"/>	Library Board
<input type="checkbox"/>	City Beautiful Commission	<input type="checkbox"/>	Municipal Auditorium Project Advisory Commission
<input type="checkbox"/>	Board of Adjustment	<input type="checkbox"/>	Planning Commission
<input type="checkbox"/>	Civil Service Commission	<input type="checkbox"/>	Plumbing Review Board
<input type="checkbox"/>	Electrical Review Board	<input type="checkbox"/>	SWAWIB—Southwest Arkansas Workforce Investment Board
<input type="checkbox"/>	Heating & Air Conditioning Board of Review	<input type="checkbox"/>	Other:

Name: Jamie A. Simmons Home Phone: 870-330-1521

Address: 600 Pecan Street Texarkana Resident Yes No 25 Years

E-Mail Address: curator@texarkanamuseums.org Miller Co. Voter Registration No. _____

Employer: Texarkana Museums System Work Phone: 903-793-4831

Position: TMS Curator and Archivist

Education:
College: Ouachita Baptist University High School: Magnolia High School, Magnolia, AR

Special knowledge or past experience qualifying you for this appointment:
I have worked in historic preservation through the Texarkana Museums System for 27 years.

Other relevant information (civic activities, memberships, etc.):
Friends of the Southwest Arkansas Regional Archives Board member, 2010-14; Texarkana Arts and Historic District Committee member, 2014-15.

Special knowledge or past experience qualifying you for this appointment (Please feel free to attach resume):
I served on the Texarkana, Arkansas Historic District Commission from 2006 - 2012. I was the HDC Chair from 2008-2009.

References: List the name and phone number of at least one Texarkana resident as a reference, especially any City staff, City Council, or current Committee members who may be contacted on your behalf.

Name: Velvet Hall Cool Phone Number: 903-276-4665

Interest: Explain why you are interested in being appointed to this board or commission.
I am concerned with the state of Texarkana, Arkansas's historic and cultural heritage. I wish to do what I can to prevent the destruction-through neglect or active demolition- of the city's rich and diverse history.

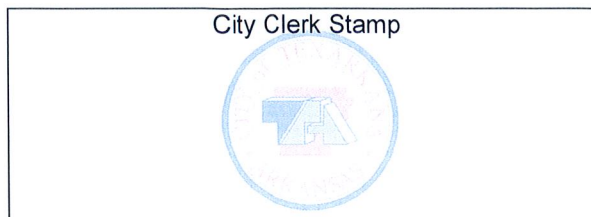
Experience: Indicate what meeting(s) you have attended of the committee for which you wish to be considered.
Too many to name individually. Most meetings between 2006 and the present.

Number of Texarkana, Arkansas Board of Directors Meetings you have attended in the past 12 months: 2

Please read the statement below and sign your name to indicate your understanding.
I UNDERSTAND MY ATTENDANCE WILL BE REQUIRED AT ALL COMMITTEE MEETINGS AND THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.

Signature of Applicant: J. Simmons Date Submitted: Nov. 5, 2020

Return completed application to:
City Clerk
216 Walnut Street (or)
P O Box 2711
Texarkana TX 75504-2711
Phone 870-779-4995 or Fax 870-774-3170



Please Note: This application will be on file for one (1) year.



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE:	Adopt a Resolution reappointing staff members to the Personnel Policy Committee. (CCD) City Clerk Heather Soyars
AGENDA DATE:	April 1, 2024
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
DEPARTMENT:	City Clerk
PREPARED BY:	Heather Soyars
REQUEST:	Reappoint staff members to the Personnel Policy Committee
EMERGENCY CLAUSE:	N/A
SUMMARY:	Reappoint staff members to the Personnel Policy Committee. Dara Cornett, Tracie Lee and Jenny Narens terms expired January 6, 2024. The new term would be January 6, 2024----2026.
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	
EXHIBITS:	Resolution and member list.

RESOLUTION NO. _____

WHEREAS, vacancies exist on the Texarkana, Arkansas, Personnel Policy Committee due to member’s terms lapsing; and

WHEREAS, it is necessary that reappointments be made to fill the position;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that the following reappointments to the Personnel Policy Committee is hereby approved:

<u>Applicant</u>	<u>Term</u>
Dara Cornett	January 6, 2024---2026
Tracie Lee	January 6, 2024---2026
Jenny Narens	January 6, 2024---2026

PASSED AND APPROVED this 1st day of April 2024.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

PERSONNEL POLICY COMMITTEE

2 – YEAR TERMS

	<u>Appointment</u>	<u>Term Date</u>	<u>Term</u>
Dara Cornett Finance Officer TAPD	Resolution No. 2022-18 Reappointment	01/06/2022----2024	5
Tracie Lee Assistant Public Works Director City Hall	Resolution No. 2022-18 Reappointment	01/06/2022----2024	5
Jenny Narens Deputy City Clerk City Hall	Resolution No. 2022-18 Reappointment	01/06/2022----2024	3
Eric Ethridge Media Manager City Hall	Resolution No. 2023-7 Reappointment	01/06/2023----2025	3
Marian Holder Fire Administration City Hall	Resolution No. 2023-7 Reappointment	01/06/2023----2025	5
Linda Matthews City Manager's Secretary City Hall	Resolution No. 2023-7 Reappointment	01/06/2023----2025	5