

CITY OF TEXARKANA
CITY COUNCIL
MINUTES • JANUARY 13, 2025

Council Chambers	Regular Meeting	6:00 PM
220 TEXAS BLVD., TEXARKANA, TX 75501		

I. CALL TO ORDER, ROLL CALL, ESTABLISHMENT OF QUORUM

Attendee Name	Title	Status	Arrived
Bob Bruggeman	Mayor	Present	
Jean H. Matlock	Ward 1	Present	
Mary Hart	Ward 2	Present	
Steve Thompson	Ward 3	Present	
Christie Page	Ward 4	Absent	
Cole Meador	Ward 5	Present	
Jay Davis	Ward 6	Absent	

Staff Present: City Manager David Orr, Jennifer Evans, Reed Russell, Mashell Daniel, Karey Parker, Chris Black, J.W. Bramlett, Brandon Uselton, Kristin Peeples, Shawn Vaughan, Vashil Fernandez, Ethan Phillips, Michael Staten, Scott Robertson, Brad McKinnon, Parker Showalter, and Robby Robertson.

Municipal Court: Judge Sherry Jackson Hawkins.

Legal Counsel: Jeff Lewis.

II. INVOCATION BY COUNCIL MEMBER MARY HART AND PLEDGE LED BY PACK 16 WEBELOS SCOUTS

The Webelos Scouts were Brett Walker, Treas Dalby, and Brody Ochs. Each scout received a city lapel pin. The Scouts were accompanied by Cubmaster Adam Dalby, Asst. Cubmaster Nick Walker, and Webelos Den Leader Lonna Johnson.

III. CITIZENS LIFE SAVING AWARD

Mayor Bruggeman shared an email, written by Teri Thomas, detailing how her family was saved by her good friend **Carrie King**. In the early morning hours of Tuesday, December 5, 2023, there was a carbon monoxide leak in the heating unit at the home of Ms. Thomas where she and her family were sleeping.

When Ms. Thomas' niece, Marisa, called in to work and said everyone in the family had a stomach virus, Ms. King, Marisa's coworker and family friend, was concerned and felt uneasy that "everyone" in the house had a stomach virus. She went to the house and found

the family could barely wake up and move around. She got everyone out of the house and asked some friends to call 911.

Fire Department and emergency medical personnel responded and decided everyone would be transported to the hospital. Fire staff measured the carbon monoxide levels in the home and found the levels were well over the normal limit. Ms. Thomas, her family, and the city are so grateful for the quick-thinking actions of Carrie King! Ms. King was presented with a Citizens Life Saving Award.

Fire Chief Chris Black said if anything in the home has a flame, it emits carbon monoxide. He strongly encouraged getting a carbon monoxide detector for the house. Also recognized were several firefighters who assisted at this call: Danny Doulgas, Ethan Phillips, Michael Staten, Scott Robertson, Brad McKinnon, and Parker Showalter.

IV. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings

Monday, February 10, 2025, at 6:00 p.m.

Parks & Recreation Activities

Feb 11 th	Parks Master Plan 3rd Public Meeting	6:30 pm	Texarkana, Texas Convention Center
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Additional Parks & Recreation information can be found on the city's website at <http://www.texarkanatexas.gov>

Perot Theatre Events

The Speak of Love Tour featuring **David Phelps** will be held on January 25th at 7:00 pm.

The Temptations and The Four Tops will perform on February 1st at 8:00 pm.

The Masterworks II Concert – “A Flair for the Dramatic” will be hosted by the Texarkana Symphony Orchestra on February 8th at 7:00 pm.

Tickets for Perot Theatre shows are available at perottheatre.org.

The Texarkana Homeless Coalition (TXKHC)

On **Thursday, January 23rd**, TXKHC will conduct its annual **Point-In-Time (PIT) Homeless Count** required by the Department of Housing and Urban Development.

On **Friday, January 24th**, TXKHC will hold its **Bridge City Project Annual Chili Cook-Off** from 5:00 pm to 7:30 pm at 319 Pine Street, behind the Loft at the Grim Hotel. This year's theme is “Construction Zone” and the entry fee for contestants is \$25. All funds raised will be used to coordinate homeless services, fund scholarships, and for educational opportunities. This event is free to the public.

The Mayor thanked all city employees who responded and worked hard during the recent **inclement weather event**. Fire Chief Chris Black and Asst. Fire Chief Chuck Weerts were

recognized by the Texarkana Gazette for providing assistance with a generator at the Randy Sams Outreach Shelter.

The **Texarkana College Aviation Mechanical Technology Program** had a ribbon cutting at the Texarkana Regional Airport. This is an outstanding program that will help to offset the anticipated shortage of airline mechanics in the future. A large number of students are enrolled in the first class.

In honor of the **Dr. Martin Luther King, Jr. Celebration** weekend, there will be a Prayer Breakfast at 8:00 a.m. on Saturday, January 18th at the Lonoke Baptist Church, 1841 Lonoke Ave, Texarkana, Arkansas. There will also be an MLK Gala at 7:00 p.m. on Sunday, January 19th, at the Texarkana College Truman Arnold Center, 2500 No. Robison Rd, Texarkana, Texas.

The annual **Texarkana Chamber Event** will be at 7:00 p.m. on Saturday, January 25th at Northridge Country Club, 120 Bill Rogers Dr, Texarkana, Texas. The Keynote Speaker will be Texarkana's very own Truman Arnold.

V. **OPEN FORUM: COMMENTS FROM THE PUBLIC**

Per Council rules, comment time is limited to five minutes, or ten minutes if using a translator. Before comments are made, a speaker must complete an information sheet and give to the City Secretary. If your comment pertains to an agenda item with a scheduled public hearing or public comment, the Council requires that you make your comment at that time; you do not need to complete an information sheet.

There were no public comments made at Open Forum.

VI. **APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

Council Member Thompson recommended the appointment of Jim Ragland to the Historic Landmark Preservation Committee and the confirmation of the reappointment of Mayor Bruggeman to the Bi-State IAC Committee.

1. Motion to confirm Council Member Thompson's recommendations.

(6:21 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jean H. Matlock, Ward 1
SECONDER:	Mary Hart, Ward 2
AYES:	Bruggeman, Matlock, Hart, Thompson, Meador
ABSENT:	Page, Davis

VII. **ITEMS FOR CONSIDERATION**

Consent Items

(6:24 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mary Hart, Ward 2
SECONDER:	Cole Meador, Ward 5
AYES:	Bruggeman, Matlock, Hart, Thompson, Meador
ABSENT:	Page, Davis

1. Consider approval of the minutes of the Regular Meeting of the City Council held on December 9, 2024 at 6:00 PM.
2. Ordinance No. 2025-009 amending the budgeted revenues and expenditures for the Public Safety Equipment Fund (Fund 108) for the fiscal year beginning October 1, 2024, and ending September 30, 2025, in the amount of \$68,000 for cost savings generated from deployment reimbursements.

Public Hearing:

Council Vote: January 13, 2025

3. Resolution No. 2025-008 authorizing the purchase of hydraulic rescue extrication tools from Municipal Emergency Services through the Sourcewell Cooperative Purchasing Program in an amount not to exceed \$100,000 with budgeted funds from the Public Safety Equipment Fund (Fund 108).

Public Hearing:

Council Vote: January 13, 2025

4. Ordinance No. 2025-010 amending budgeted expenditures in the Building Maintenance Fund (Fund 228) for the fiscal year beginning October 1, 2024, and ending September 30, 2025, to add unspent funds of seventy-six thousand nine hundred ninety-eight dollars and ten cents (\$76,998.10) from the preceding fiscal year.

Public Hearing:

Council Vote: January 13, 2025

5. Ordinance No. 2025-011 amending budgeted expenditures in the Major Street Maintenance Fund (Fund 120) for the fiscal year beginning October 1, 2024, and ending September 30, 2025, to add unspent funds of three hundred twenty-five thousand nine hundred sixty-six dollars and eighty-two cents (\$325,966.82) from the preceding fiscal year.

Public Hearing:

Council Vote: January 13, 2025

6. Ordinance No. 2025-012 creating the Energy Efficiency and Conservation Block Grant (EECBG) Fund (Fund 248) and amending budgeted revenues and expenditures in this fund for the fiscal year beginning October 1, 2024, and ending September 30, 2025, to add revenues and expenditures of seventy-six thousand four hundred forty dollars (\$76,440).

Public Hearing:

Council Vote: January 13, 2025

7. Resolution No. 2025-014 approving the application for the FY2024 Edward Byrne Justice Assistance Grant, providing a total grant in the amount of \$13,316 with the city receiving \$7,990 and Bowie County, Texas, receiving \$5,326.

Public Hearing:

Council Vote: January 13, 2025

8. Resolution No. 2025-015 authorizing the City Manager to purchase a SCADA assessment from Holistic Utility Solutions under TIPS Contract 230601 with funds budgeted in the Texarkana Water Utilities Technology Fund, with a total cost of \$148,551.00, with the Texas portion being \$85,847.62.

Public Hearing:

Council Vote: January 13, 2025

Action Items

9. Resolution No. 2024-140 authorizing the City Manager to accept an Enterprise Agreement proposal from SHI Government Solutions of Austin, Texas, for Microsoft Licenses for the City of Texarkana, Texas, utilizing Texas State DIR pricing with funds budgeted in City Technology Fund (Fund 115).

Public Hearing:

Council Vote: January 13, 2025

(6:26 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Thompson, Ward 3
SECONDER:	Mary Hart, Ward 2
AYES:	Bruggeman, Matlock, Hart, Thompson, Meador
ABSENT:	Page, Davis

VIII. FIRST BRIEFINGS

1. Resolution No. 2025-001 naming the Bringle Lake Park Trail as the "John & Julie-Ray Harrison Trail".

Public Hearing:

Council Vote: February 10, 2025

Robby Robertson briefed this agenda item. Joe Saul-Sehy provided background information on Partnership for the Pathway. Mr. Saul-Sehy, Brandon Harris, and Mike Jones all spoke in support of this resolution.

RESULT:	MOVED FORWARD	Next: 2/10/2025 6:00 PM
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2. Resolution No. 2025-002 authorizing the City Manager to accept an Enterprise Agreement proposal from SHI Government Solutions of Austin, Texas, for Microsoft Licenses for the Texarkana Water Utilities, utilizing Texas State DIR pricing with funds budgeted in TWU Technology Fund, totaling \$161,526.96 over three years, with the Texas portion totaling \$93,346.43 over three years.

Public Hearing:

Council Vote: February 10, 2025

Brandon Uselton briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 2/10/2025 6:00 PM
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3. Ordinance No. 2025-003 granting a Specific Use Permit to allow the one additional use of tattooing on Lots 18, 19, W1/2 of 20, Block 4, T. B. Moores Addition, located at 911 New Boston Road. Hunter McCarver, owner.

Public Hearing: February 10, 2025

Council Vote: February 10, 2025

Mashell Daniel briefed this agenda item.

RESULT: MOVED FORWARD**Next: 2/10/2025 6:00 PM**

4. Ordinance No. 2025-004 granting a Specific Use Permit to allow one additional use of tattooing on Lots 34-36, Block 22, R.S. Bearden Boulevard Addition, located at 2415 Texas Boulevard. Curt Green, owner, and Kiana Stevens, agent.

Public Hearing: February 10, 2025

Council Vote: February 10, 2025

Mashell Daniel briefed this agenda item.

RESULT: MOVED FORWARD**Next: 2/10/2025 6:00 PM**

5. Ordinance No. 2025-005 rezoning Lots 16-18, Block 8, Red Cut Heights Addition, located at 2501 Neff Street from Single Family-2 to Single Family-3. Kimberly Burns, owner.

Public Hearing: February 10, 2025

Council Vote: February 10, 2025

Mashell Daniel briefed this agenda item.

RESULT: MOVED FORWARD**Next: 2/10/2025 6:00 PM**

6. Ordinance No. 2025-006 granting a Specific Use Permit to allow the location of a double-wide HUD code manufactured home on Lots 16-18, Block 8, Red Cut Heights Addition, located at 2501 Neff Street. Kimberly Burns, owner.

Public Hearing: February 10, 2025

Council Vote: February 10, 2025

Mashell Daniel briefed this agenda item.

RESULT: MOVED FORWARD**Next: 2/10/2025 6:00 PM**

7. Ordinance No. 2025-007 granting a Specific Use Permit to allow the location of a single-wide HUD code manufactured home on an approximate 0.87-acre tract of land being (Tract 35), MEP&P RWY CO HRS, A434, located at 1002 Hatton Street. Georgia Trotter, owner, and Carl Preston, agent.

Public Hearing: February 10, 2025

Council Vote: February 10, 2025

Mashell Daniel briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 2/10/2025 6:00 PM
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8. Resolution No. 2025-013 authorizing the Texarkana Airport Executive Director to execute an agreement with McClelland Engineering for Runway 4-22 strengthening design in the amount of \$502,203.20 approved in the Texarkana Regional Airport FY24 capital budget.

Public Hearing:

Council Vote: February 10, 2025

Paul Mehrlich, Executive Director of the Texarkana Regional Airport, briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 2/10/2025 6:00 PM
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9. Ordinance No. 2025-016 rezoning on Lot 1, Moores Lane Business Park, located at 1521 Moores Lane from Agriculture/Planned Development-Commercial to Single Family-1/Planned Development-Commercial. Emanuel Sanchez, owner and Jeffrey Wood, MTG Engineers and Surveyors, agent.

Public Hearing: February 10, 2025

Council Vote: February 10, 2025

Mashell Daniel briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 2/10/2025 6:00 PM
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IX. PUBLIC HEARINGS

1. Resolution No. 2024-118 approving an amendment to "Contract for Exclusive Ambulance Service" with LifeNet, Inc., by revising the Schedule of User Fees; and amending the FY25 Master Fee List by adding the LifeNet Schedule of User Fees.

Public Hearing: January 13, 2025

Council Vote: January 13, 2025

There were no public comments made at this hearing.
(6:52 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Thompson, Ward 3
SECONDER:	Mary Hart, Ward 2
AYES:	Bruggeman, Matlock, Hart, Thompson, Meador
ABSENT:	Page, Davis

2. Ordinance No. 2024-157 granting a Specific Use Permit to allow one additional use and location for an off-premise digital billboard on Lot 2B, Block 5, Wal-Mart 2nd Addition, located at 606 Walton Drive. Mark Dean, owner, and Chad Shipp, agent.

Public Hearing: January 13, 2025

Council Vote: January 13, 2025

Chad Shipp presented himself for questions from the council.
(6:54 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christie Page, Ward 4
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Bruggeman, Matlock, Hart, Thompson, Page, Meador
ABSENT:	Davis

3. Ordinance No. 2024-159 granting a Specific Use Permit to allow the location of a double wide HUD code manufactured home on Lots 7-10, Block 8, Grandview Addition, located at 3120 Alexander Avenue. Jimmie Crowell, owner and Stoney Matlock, agent.

Public Hearing: January 13, 2025

Council Vote: January 13, 2025

There were no public comments made at this hearing.
(6:56 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Thompson, Ward 3
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Bruggeman, Matlock, Hart, Thompson, Meador
ABSENT:	Page, Davis

X. CITY MANAGER'S REPORT

Winter Weather Update

A big THANK YOU was given to all city departments and personnel for their hard work in preparing for and responding to the recent winter weather. The city also appreciated its state partners at TxDOT, TEDM, FEMA and the Texas Military Department that had a “mission ready unit” staged at the Southwest Center.

According to the latest update from SWEPCO, power has been fully restored in Texarkana, Texas. At peak, the winter storm caused 36,637 outages across SWEPCO's three-state service territory, with downed trees and power lines, primarily in Texarkana and surrounding areas.

Distinguished Budget Presentation Award – 10th Year

The city received notice that it received the Government Finance Officers Association's (GFOA) Distinguished Budget Presentation Award for the tenth year in a row. According to GFOA, it reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. To receive the budget award, the city had to satisfy nationally recognized guidelines for effective budget presentation. Budget documents must be rated "proficient" in all four categories, and in the 14 mandatory criteria within those categories, to receive the award.

Northeast Texas Regional Alliance 2025 Legislative Summit & Reception - Wednesday, February 19, 2025

The Northeast Texas Regional Alliance 2025 Legislative Summit & Reception will be held on Wednesday, February 19, 2025, in Austin, Texas. This is an opportunity for attendees to hear from state agencies and meet with the city's representatives to share the needs and accomplishments of the communities in Northeast Texas.

XI. ADMINISTRATIVE COMMENTS

1. City Council

The Mayor thanked the utility companies for the great work they also provided during the recent inclement weather.

Council Member Thompson said he has a constituent who has a water meter that's over five years old and it's not working properly. City Manager Orr said last year council passed the Automatic Metering Project which will replace all the meters inside the city over the next two years. Texarkana Water Utilities anticipates starting this project in February.

2. City Staff

Staff had no administrative comments for the council.

XII. ADJOURNMENT

A motion was made to adjourn the meeting.
(7:01 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mary Hart, Ward 2
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Bruggeman, Matlock, Hart, Thompson, Meador
ABSENT:	Page, Davis



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor

CITY OF TEXARKANA

CITY COUNCIL

MINUTES • DECEMBER 9, 2024

Council Chambers

Regular Meeting

6:00 PM

220 TEXAS BLVD., TEXARKANA, TX 75501

I. CALL TO ORDER, ROLL CALL, ESTABLISHMENT OF QUORUM

Attendee Name	Title	Status	Arrived
Bob Bruggeman	Mayor	Present	
Jean H. Matlock	Ward 1	Present	
Mary Hart	Ward 2	Present	
Steve Thompson	Ward 3	Present	
Christie Page	Ward 4	Present	
Cole Meador	Ward 5	Present	
Jay Davis	Ward 6	Present	

Staff Present: City Manager David Orr, Jennifer Evans, Kristin Peebles, Chiquita Burks, Dusty Henslee, Robby Robertson, Chris Black, Mashell Daniel, Brooke Stone, Ross Cowling, Brandon Uselton, Vashil Fernandez, and Gary Smith.

Municipal Court: Judge Sherry Jackson Hawkins.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER STEVE THOMPSON

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings

Monday, January 13, 2025, at 6:00 p.m.

Parks & Recreation Activities

December 11th Senior Day Out - 9:00 am to 2:00 pm

Southwest Center

Additional Parks & Recreation information can be found on the city's website at <http://www.texarkanatexas.gov>

Perot Theatre Events

Minutes Acceptance: Minutes of Dec 9, 2024 6:00 PM (Consent Items)

Christmas at the Perot will be hosted by the Texarkana Symphony Orchestra on December 15th at 4:00 pm.

Christmas On Main will be at the Perot Theatre on December 21st from 10:00 am to 7:00 pm.

Tickets for Perot Theatre shows are available at perottheatre.org.

On Friday, December 6th, there was a house fire on Knotty Pine Place. **Police Officers Buck, Cornelius, and Ford** arrived, before the Fire Department was on scene, and learned there was a person who was immobile inside the house. The officers went in without hesitation and rescued the resident through a window. KUDOS to those officers who risked their lives to save another!

Also, on December 6th, Pastor Jeff Schreve and the First Baptist Church hosted the **Unsung Heroes Luncheon**. This luncheon honored many workers in the community who are often behind the scenes and receive little recognition. These valuable workers continue to provide very important services to the citizens. Many of these workers are TWU plant operators, police officers, fire fighters, Waste Management employees, postal carriers, and public works staff, among other groups.

This year's attendees served was estimated at 450. Each attendee received lunch, a gift bag, and a Gideon Bible. The city wholeheartedly appreciated First Baptist Church for honoring these employees!

IV. **OPEN FORUM: COMMENTS FROM THE PUBLIC**

Per Council rules, comment time is limited to five minutes, or ten minutes if using a translator. Before comments are made, a speaker must complete an information sheet and give to the City Secretary. If your comment pertains to an agenda item with a scheduled public hearing or public comment, the Council requires that you make your comment at that time; you do not need to complete an information sheet.

There were no public comments made at Open Forum.

V. **APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

Mayor Bruggeman recommended the appointment of Jennifer Davis to the Keep Texarkana Beautiful (KTB) Board.

He also expressed the desire to continue serving on the Bi-State IAC, as one of the council members representing Texarkana, Texas.

Motion to confirm the Mayor's recommendation and his reappointment to the Bi-State IAC.

(6:11 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Davis, Ward 6
SECONDER:	Mary Hart, Ward 2
AYES:	Matlock, Hart, Thompson, Page, Meador, Davis

VI. ITEMS FOR CONSIDERATION

Consent Items

(6:14 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mary Hart, Ward 2
SECONDER:	Jay Davis, Ward 6
AYES:	Matlock, Hart, Thompson, Page, Meador, Davis

1. Consider approval of the minutes of the Regular Meeting of the City Council held on November 12, 2024 at 6:00 PM.
2. Resolution No. 2024-155 accepting the 2024 Homeland Security Grant in the amount of \$87,575.50 and authorizing the purchase of 10 portable radios in an amount not to exceed \$87,066.00 with funds budgeted in the Homeland Security Grant Fund (Fund 199).

Public Hearing:

Council Vote: December 9, 2024

3. Resolution No. 2024-160 approving three change orders with Symmetry Sports for Swanger Sports Complex and Grady T. Wallace Soccer Complexes with funds budgeted in the General Fund (Fund 101), 2023 Bond Fund (Fund 426), and the Texarkana Water Utilities Texas Capital Improvement Fund (Fund 62).

Public Hearing:

Council Vote: December 9, 2024

4. Resolution No. 2024-162 approving mowing contracts with JD Lawn Service to serve as landscaping contractor for Texarkana-Bowie County Family Health Center, Southwest Center, Parks Administration, Ferguson Park, Collins Senior Center, and Alaska Printing in an amount not to exceed \$43,200 annually and DAM Investments dba U.S. Lawns of Texarkana to serve as contractor for Rosehill Cemetery in an amount not to exceed \$24,712 annually, with funds available in the FY25 Parks general maintenance fund (Fund 101).

Public Hearing:
Council Vote: December 9, 2024

Action Items

5. Resolution No. 2024-161 authorizing the City Manager to execute a contract with M.S.R.G., LLC. of Ashdown, Arkansas, in the amount of \$76,280 for emergency replacement of the Wright Patman Water Treatment Plant West Basin's Sludge Removal System.

Public Hearing:
Council Vote: December 9, 2024

Gary Smith briefed this agenda item.
(6:15 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Davis, Ward 6
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Matlock, Hart, Thompson, Page, Meador, Davis

VII. FIRST BRIEFINGS

1. Resolution No. 2024-118 approving an amendment to "Contract for Exclusive Ambulance Service" with LifeNet, Inc., by revising the Schedule of User Fees; and amending the FY25 Master Fee List by adding the LifeNet Schedule of User Fees.

Public Hearing: January 13, 2025
Council Vote: January 13, 2025

Chris Black introduced LifeNet CEO Alisha Haley to brief this agenda item.

RESULT:	MOVED FORWARD	Next: 1/13/2025 6:00 PM
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2. Resolution No. 2024-140 authorizing the City Manager to accept an Enterprise Agreement proposal from SHI Government Solutions of Austin, Texas, for Microsoft Licenses for the City of Texarkana, Texas, utilizing Texas State DIR pricing with funds budgeted in City Technology Fund (Fund 115).

Public Hearing:
Council Vote: January 13, 2025

Brandon Uselton briefed this agenda item.

Minutes Acceptance: Minutes of Dec 9, 2024 6:00 PM (Consent Items)

RESULT:	MOVED FORWARD	Next: 1/13/2025 6:00 PM
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3. Ordinance No. 2024-157 granting a Specific Use Permit to allow one additional use and location for an off-premise digital billboard on Lot 2B, Block 5, Wal-Mart 2nd Addition, located at 606 Walton Drive. Mark Dean, owner, and Chad Shipp, agent.

Public Hearing: January 13, 2025
Council Vote: January 13, 2025

Mashell Daniel briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 1/13/2025 6:00 PM
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4. Ordinance No. 2024-159 granting a Specific Use Permit to allow the location of a double wide HUD code manufactured home on Lots 7-10, Block 8, Grandview Addition, located at 3120 Alexander Avenue. Jimmie Crowell, owner and Stoney Matlock, agent.

Public Hearing: January 13, 2025
Council Vote: January 13, 2025

Mashell Daniel briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 1/13/2025 6:00 PM
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VIII. PUBLIC HEARINGS

1. Resolution No. 2024-117 setting the 2025 City Council regular meeting schedule and city holidays.

Public Hearing: December 9, 2024
Council Vote: December 9, 2024

There were no public comments made at this hearing.
(6:31 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Thompson, Ward 3
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Matlock, Hart, Thompson, Page, Meador, Davis

2. Ordinance No. 2024-145 granting a Specific Use Permit for one additional use of an LED/Digital display on an existing off-premise advertising billboard on an approximate 4.5-acre tract of land (being Tracts 84A, 84C, and 85A), M. H. Janes HRS, A-305, located at 7770 Hampton Road. Tyler Parsons, Representing FMG North Texas, owners.

Public Hearing: December 9, 2024
Council Vote: December 9, 2024

Tyler Parsons addressed the council at this hearing.
(6:33 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mary Hart, Ward 2
SECONDER:	Jay Davis, Ward 6
AYES:	Matlock, Hart, Thompson, Page, Meador, Davis

3. Ordinance No. 2024-146 granting a Specific Use Permit for one additional use of permanent cosmetics on Lots 14-16, Block 3, Parish Place Addition, located at 824 Richmond Road. Shankar Poudel, owner, and Sarswoti Yadav, agent.

Public Hearing: December 9, 2024
Council Vote: December 9, 2024

Shankar Poudel presented himself for questions from the council at this hearing.
(6:36 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jean H. Matlock, Ward 1
SECONDER:	Christie Page, Ward 4
AYES:	Matlock, Hart, Thompson, Page, Meador, Davis

4. Resolution No. 2024-150 approving the PY23/FY24 Community Development Block Grant (CDBG) Annual Comprehensive Assessment Performance Evaluation Report.

Public Hearing: December 9, 2024
Council Vote: December 9, 2024

There were no public comments made at this hearing.
(6:36 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Cole Meador, Ward 5
SECONDER:	Steve Thompson, Ward 3
AYES:	Matlock, Hart, Thompson, Page, Meador, Davis

5. Ordinance No. 2024-152 amending Chapter 42 of the City Code of Ordinances to require looping of water mains and proscribing dead-end water mains.

Public Hearing: December 9, 2024
Council Vote: December 9, 2024

There were no public comments made at this hearing.

(6:38 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Cole Meador, Ward 5
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Matlock, Hart, Thompson, Page, Meador, Davis

6. Resolution No. 2024-154 adopting 2025 legislative priorities for the City of Texarkana.

Public Hearing: December 9, 2024

Council Vote: December 9, 2024

There were no public comments made at this hearing.

(6:38 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mary Hart, Ward 2
SECONDER:	Christie Page, Ward 4
AYES:	Matlock, Hart, Thompson, Page, Meador, Davis

IX. CITY MANAGER'S REPORT

November Sales Tax

Sales tax for the month of November (September sales) totaled \$1,993,419, a 4.56% increase over the same month in the prior year. Year to date collections for fiscal year 2024 totaled \$21,796,929. This marks the final month of the accrual period for fiscal year 2024 collections. Staff budgeted to end FY 2024 with collections of \$21,691,798. This is a favorable variance of \$105,131 compared to revised estimates.

Galleria Oaks & Moores Lane Construction Project

The city will begin concrete reconstruction of Galleria Oaks & Moores Lane, east of Summerhill Road, beginning Monday, December 16th. This will include additional drainage considerations on Moores Lane and a shared-use path along the southern portion of Galleria Oaks Drive. During this time, typical traffic routes may be affected by construction. Letters will be mailed to all businesses notifying them of the upcoming work, and a city inspector also plans to go door to door next week. If there are any questions or concerns during the course of this project, please contact the Public Works Department at (903) 798-3948.

REDI...Set...Move – Remote Worker Recruitment Campaign Update

Over 5,000 applicants applied to move to Texarkana, USA through this program, and it was offered to 121 families and 41 have accepted. Officially, six households have moved so far with an average household income of \$110,000 from various states including CA, FL, IN, LA, MD and MT. To check out the program, funded in part by AR-TX REDI, both cities and the Patterson Troike Foundation please visit: <https://www.makemymove.com/moving-living/texarkana-tx>

Save the Dates: Leadership Texarkana's 11th Annual Twin City Leader Breakfast, Tuesday, December 10, 2024, from 8:15am – 9:30am • Cabe Center/1st Methodist Arkansas

Minutes Acceptance: Minutes of Dec 9, 2024 6:00 PM (Consent Items)

Riverbend Public Meeting for the Water System Improvements Program Environmental Assessment, Tuesday, January 7th from 6:30pm-7:30pm at City Hall.

X. ADMINISTRATIVE COMMENTS

1. City Council

Mayor Bruggeman wished everyone safe travels during the holiday season and a Merry Christmas, Happy Hanukkah, and a prosperous New Year!

2. City Staff

Staff had no administrative comments for council.

XI. CLOSED SESSION

The City Council convened into closed session pursuant to the following sections of the Texas Government Code:

A. Section 551.071 (Consultation with Attorney) and Section 551.074 (Personal Matters) - The Fireman's Relief and Retirement Fund.

B. Section 551.072 (Real Property)

XII. RECONVENED INTO OPEN SESSION

XIII. ADJOURNMENT

A motion was made to adjourn the meeting.
(7:49 p.m.)

RESULT:	ADOPTED [5 TO 0]
MOVER:	Jean H. Matlock, Ward 1
SECONDER:	Mary Hart, Ward 2
AYES:	Matlock, Hart, Page, Meador, Davis
AWAY:	Thompson



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 1/8/2025 12:23 PM

Lead Department: Finance Department **Action Officer:** Kristin Peeples,
Ordinance No. 2025-009 amending the budgeted revenues and expenditures for
the Public Safety Equipment Fund (Fund 108) for the fiscal year beginning
Subject: October 1, 2024, and ending September 30, 2025, in the amount of \$68,000 for
cost savings generated from deployment reimbursements.

Briefing: 1/13/2025 **Public Hearing:** **Council Vote:** 1/13/2025

Item Schedule

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

In Fiscal Year 2021 the Public Safety Equipment Fund was established to capture annual funding for the replacement of police and fire safety equipment. The fund's source of revenue is an annual transfer from the General Fund. Revenue and expenditures for public safety equipment purchases are accounted for separately in this fund, which allows for the fund to maintain a rolling fund balance exclusively for equipment replacement and maintenance needs. In fiscal year 2024, the fire department generated \$79,595.46 in personnel cost savings in the General Fund from TIFMAS deployment reimbursements. Of the savings, \$68,000 will be allocated to the purchase of extrication tools to be paid for from the Public Safety Equipment Fund (Fund 108). The remaining \$11,595.46 will be allocated to the TIFMAS Fund (Fund 222) for TIFMAS related purchases. Because the savings was not included in the original fiscal year 2025 budget for the Public Safety Equipment Fund, a budget amendment is needed to allocate the funds in the revised fiscal year 2025 budget.

Potential Options:

- Approve
- Deny

Fiscal Implications:

Amending the budget to utilize savings from previously budgeted expenditures for the purchase of extrication tools.

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

None

City of Texarkana, Texas

Board/Committee Recommendation:

Not Applicable

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable

Attachments

- a. 2025-009 ORD Amending Budget for 108 Public Safety Equip Fund (DOC)
- b. 2025-009 Goals & Perspectives (DOCX)
- c. 2025-009 ORD amd budget Pub. Safety signed (PDF)

Staff Coordination

Finance Department	Kristin Peebles	Department Head Review	Completed	
	12/31/2024 12:53 PM			
Fire Department	Chris Black	Action	Completed	01/02/2025
1:03 PM				
City Manager	David Orr	City Manager Review	Completed	01/06/2025
5:11 PM				
City Council	Jennifer Evans	Meeting	Completed	01/13/2025
6:00 PM				

Meeting History

ORDINANCE NO. 2025-009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGETED REVENUES AND EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025, ADDING THE AMOUNT OF SIXTY-EIGHT THOUSAND DOLLARS (\$68,000) TO THE PUBLIC SAFETY EQUIPMENT FUND (FUND 108) FOR COST SAVINGS GENERATED FROM DEPLOYMENT REIMBURSEMENTS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, seventy-nine thousand five hundred ninety-five dollars and forty-six cents (\$79,595.46) in personnel cost savings were generated from Texas Intrastate Fire Mutual Aid System (TIFMAS) deployment reimbursements in fiscal year 2024; and

WHEREAS, of the savings, sixty-eight thousand dollars (\$68,000) will be allocated to the Public Safety Equipment Fund (Fund 108) to purchase extrication tools and eleven thousand five hundred ninety-five dollars, and forty-six cents (\$11,595.46) will be allocated to the TIFMAS Fund (Fund 222) for TIFMAS related purchases; and

WHEREAS, the savings of sixty-eight thousand dollars (\$68,000) was not included in the original budget for the Public Safety Equipment Fund (Fund 108) for the fiscal year ending September 30, 2025; and

WHEREAS, City staff recommends amending the budget estimate of the City's revenues and expenditures for the fiscal year beginning October 1, 2024, and ending September 30, 2025, by adding sixty-eight thousand dollars (\$68,000) in revenue and expenditures in the Public Safety Equipment Fund (Fund 108).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The budget estimate of the revenue and expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2024, and ending September 30, 2025, be amended to reflect additional revenue and expenditures appropriated of sixty-eight thousand dollars (\$68,000) in the Public Safety Equipment Fund (Fund 108).

SECTION 2: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **13th day of January, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☒ Provide a Safe Community ☒ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☒ Enhance Community Preparedness & Responsiveness ☒ Maximize Partnership Opportunities ☒ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☒ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☒ Maintain Fiscal Strength ☒ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Low

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☒ None Required	☐

Other:

ORDINANCE NO. 2025-009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGETED REVENUES AND EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025, ADDING THE AMOUNT OF SIXTY-EIGHT THOUSAND DOLLARS (\$68,000) TO THE PUBLIC SAFETY EQUIPMENT FUND (FUND 108) FOR COST SAVINGS GENERATED FROM DEPLOYMENT REIMBURSEMENTS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, seventy-nine thousand five hundred ninety-five dollars and forty-six cents (\$79,595.46) in personnel cost savings were generated from Texas Intrastate Fire Mutual Aid System (TIFMAS) deployment reimbursements in fiscal year 2024; and

WHEREAS, of the savings, sixty-eight thousand dollars (\$68,000) will be allocated to the Public Safety Equipment Fund (Fund 108) to purchase extrication tools and eleven thousand five hundred ninety-five dollars, and forty-six cents (\$11,595.46) will be allocated to the TIFMAS Fund (Fund 222) for TIFMAS related purchases; and

WHEREAS, the savings of sixty-eight thousand dollars (\$68,000) was not included in the original budget for the Public Safety Equipment Fund (Fund 108) for the fiscal year ending September 30, 2025; and

WHEREAS, City staff recommends amending the budget estimate of the City's revenues and expenditures for the fiscal year beginning October 1, 2024, and ending September 30, 2025, by adding sixty-eight thousand dollars (\$68,000) in revenue and expenditures in the Public Safety Equipment Fund (Fund 108).

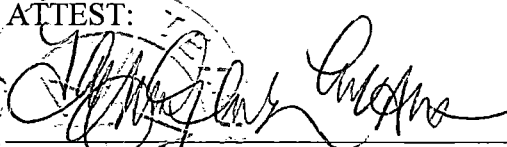
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The budget estimate of the revenue and expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2024, and ending September 30, 2025, be amended to reflect additional revenue and expenditures appropriated of sixty-eight thousand dollars (\$68,000) in the Public Safety Equipment Fund (Fund 108).

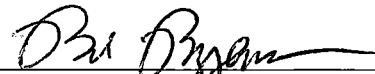
SECTION 2: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the 13th day of January, 2025.

ATTEST:



JENNIFER EVANS, CITY SECRETARY



BOB BRUGGEMAN, MAYOR

6:24 p.m.

Attachment: 2025-009 ORD amd budget Pub. Safety signed (4406 : 2025-009 ORD Amd Budg. 108 Public Safety Equipment)

City of Texarkana, Texas

Briefing Sheet

Version: B

Update Date: 1/7/2025 8:07 AM

Lead Department: Fire Department **Action Officer:** Chris Black, Fire Chief
Resolution No. 2025-008 authorizing the purchase of hydraulic rescue
extrication tools from Municipal Emergency Services through the Sourcewell
Subject: Cooperative Purchasing Program in an amount not to exceed \$100,000 with
budgeted funds from the Public Safety Equipment Fund (Fund 108).

Briefing: 1/13/2025 **Public Hearing:** **Council Vote:** 1/13/2025

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The Fire Department is needing to update their hydraulic rescue extrication equipment, commonly referred to as the “Jaws of Life”. Some of our equipment is over 25 years old and is no longer supported by the manufacturer. The current tools require a separate gas-powered hydraulic pump and hoses to operate. The new tools are self-contained battery powered units. This means less pieces to operate and carry, including fuel. The department spent two weeks using tools from different manufacturers and Hurst Tools was the overwhelming choice by the firefighters. This purchase includes three sets of tools; and each set has three separate components detailed in the quote [ATTH01]. The purchase would be made through the Sourcewell Cooperative Purchasing Program, Contract # 020124, from Municipal Emergency Services.

Potential Options:

- Approve
- Deny

Fiscal Implications:

Expenditure of \$100,000 from budgeted funds (Public Safety Equipment Fund – Fund 108).

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

City of Texarkana, Texas

NOT APPLICABLE

Attachments

- a. 2025-008 RES Rescue extrication tools purchase (jcl rev) (DOC)
- b. 2025-008 ATTH 001 MES Quote (PDF)
- c. 2025-008 Goals & Perspectives (DOCX)
- d. 2025-008 RES Extrication Equip Purchase signed (PDF)

Staff Coordination

Fire Department	Chris Black	Department Head Review	Completed	
	12/30/2024 10:49 AM			
City Attorney	Jeffery C. Lewis	Review	Completed	12/31/2024
	10:28 AM			
Finance Department	Kristin Peebles	Finance Review	Completed	01/02/2025
	1:48 PM			
City Manager	David Orr	City Manager Review	Completed	01/06/2025
	5:11 PM			
City Council	Jennifer Evans	Meeting	Completed	01/13/2025
	6:00 PM			

Meeting History

RESOLUTION NO. 2025 - 008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE PURCHASE OF HYDRAULIC RESCUE EXTRICATION TOOLS FROM MUNICIPAL EMERGENCY SERVICES THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM IN AN AMOUNT NOT TO EXCEED \$100,000 WITH FUNDS BUDGETED IN THE PUBLIC SAFETY EQUIPMENT FUND (FUND 108); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texarkana Texas Fire Department needs to update hydraulic rescue extrication tools, commonly referred to as “Jaws of Life”, to increase effectiveness and efficiency in the fire department and to preserve or protect the public health of the City’s residents; and

WHEREAS, the FY 2024-25 budget and appropriations make available sufficient funds in the Public Safety Equipment Fund (Fund 108) to procure from Municipal Emergency Services three sets of hydraulic rescue extrication tools at a purchase price of \$100,000 [ATTH 01] through the Sourcewell Cooperative Purchasing Program, Contract No. 020124, a procurement program which complies with Texas competitive purchasing requirements; and

WHEREAS, the City Council, being informed of the nature and proposed use of funds, determines that the purchase of such rescue tools will be in the best interest and will promote the safety and general welfare of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The City Council approves and authorizes the purchase of three sets of hydraulic rescue extrication tools for the Texarkana Texas Fire Department, procured from Municipal Emergency Services through the Sourcewell Procurement Program, at a purchase price not to exceed \$100,000, with funds budgeted in the Public Safety Equipment Fund (Fund 108); and the City Manager is authorized to execute any and all documents necessary for this procurement and to effectuate the purpose of this resolution.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **13th day of January, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR



Quote # QT1887501
Date 12/19/2024
Expires 01/03/2025
Sales Rep Hibsichman, Joshua
Shipping Method FedEx Ground
Customer TEXARKANA, CITY OF (TX)
Customer # C32491

Bill To

Jason Hale Deputy Fire Marshal
TEXARKANA, CITY OF (TX)
919 Elm St
Texarkana TX 75501
United States

Ship To

Jason Hale Deputy Fire Marshal
TEXARKANA, CITY OF (TX)
919 Elm St
Texarkana TX 75501
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
272489000-9			S 789 E3 Cutter 9Ah Package- (Includes S 789 E3 Cutter, (2) 9Ah batteries, (1) 110V Charger)- (E3F) List Price \$16,462.88	3	\$11,137.00	\$33,411
PP-HED-S789-EWXT			Horizontal Bracket for Hurst eDraulics S789EWXT Submersible cutter & E3 cutter List Price \$280.00	3	\$227.50	\$682
PP-HED-SP555-EWXT			Horizontal Bracket for Hurst eDraulics SP555EWXT Submersible spreader & E3 spreader List Price \$295.00	3	\$239.69	\$719
271455000-9			SP 555 E3 Spreader 9Ah Package - (Includes SP 555 E3 Spreader, (2) 9Ah batteries, (1) 110V Charger)- (E3F) List Price \$18,019.55	3	\$12,180.00	\$36,540
PP-HED-R522-EWXT			Horiz/flat/vert Bracket for Hurst eDraulics R522 EWXT Ram List Price \$280.00	3	\$227.50	\$682
274487000-9			CR 522 E3 Tool & Batt (9Ah Kit)-(E3F) List price \$13,152.55	3	\$9,022.00	\$27,066

Sourcewell Member # 125847

Sourcewell Contract # 020124*

Subtotal \$99,101.07
Shipping Cost \$898.93
Tax Total \$0.00
Total \$100,000.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

Attachment: 2025-008 ATTH 001 MES Quote (4404 : 2025-008 RES Authorizing Purchase of Extrication Equipment)



QT1887501

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☒ Provide a Safe Community ☒ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☒ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☒ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☐ None Required	☐

Other:

RESOLUTION NO. 2025 - 008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE PURCHASE OF HYDRAULIC RESCUE EXTRICATION TOOLS FROM MUNICIPAL EMERGENCY SERVICES THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM IN AN AMOUNT NOT TO EXCEED \$100,000 WITH FUNDS BUDGETED IN THE PUBLIC SAFETY EQUIPMENT FUND (FUND 108); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texarkana Texas Fire Department needs to update hydraulic rescue extrication tools, commonly referred to as “Jaws of Life”, to increase effectiveness and efficiency in the fire department and to preserve or protect the public health of the City’s residents; and

WHEREAS, the FY 2024-25 budget and appropriations make available sufficient funds in the Public Safety Equipment Fund (Fund 108) to procure from Municipal Emergency Services three sets of hydraulic rescue extrication tools at a purchase price of \$100,000 [ATTH 01] through the Sourcewell Cooperative Purchasing Program, Contract No. 020124, a procurement program which complies with Texas competitive purchasing requirements; and

WHEREAS, the City Council, being informed of the nature and proposed use of funds, determines that the purchase of such rescue tools will be in the best interest and will promote the safety and general welfare of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

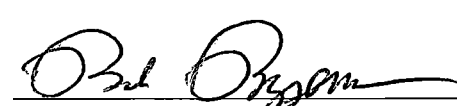
SECTION 1: The City Council approves and authorizes the purchase of three sets of hydraulic rescue extrication tools for the Texarkana Texas Fire Department, procured from Municipal Emergency Services through the Sourcewell Procurement Program, at a purchase price not to exceed \$100,000, with funds budgeted in the Public Safety Equipment Fund (Fund 108); and the City Manager is authorized to execute any and all documents necessary for this procurement and to effectuate the purpose of this resolution.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the 13th day of January, 2025.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:24 p.m.

2025-008 ATTH 01



(877) 637-3473

Quote

Quote # QT1887501
 Date 12/19/2024
 Expires 01/03/2025
 Sales Rep Hirschman, Joshua
 Shipping Method FedEx Ground
 Customer TEXARKANA, CITY OF (TX)
 Customer # C32491

Bill To

Jason Hale Deputy Fire Marshal
 TEXARKANA, CITY OF (TX)
 919 Elm St
 Texarkana TX 75501
 United States

Ship To

Jason Hale Deputy Fire Marshal
 TEXARKANA, CITY OF (TX)
 919 Elm St
 Texarkana TX 75501
 United States

Item	Alt Item #	Units	Description	QTY	Unit Price	Amount
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PP-HED-S789-EWXT			Horizontal Bracket for Hurst eDraulics S789EWXT Submersible cutter & E3 cutter List Price \$280.00	3	\$227.50	\$682.50
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Sourcewell Member # 125847

Sourcewell Contract # 020124*

Subtotal \$99,101.07
 Shipping Cost \$898.93
 Tax Total \$0.00
 Total \$100,000.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1887501

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 1/7/2025 8:09 AM

Lead Department: Finance Department **Action Officer:** Kristin Peeples,
Ordinance No. 2025-010 amending budgeted expenditures in the Building Maintenance Fund (Fund 228) for the fiscal year beginning October 1, 2024, and ending September 30, 2025, to add unspent funds of seventy-six thousand nine hundred ninety-eight dollars and ten cents (\$76,998.10) from the preceding fiscal year.

Subject: fiscal year.

Briefing: 1/13/2025 **Public Hearing:** **Council Vote:** 1/13/2025

Item Schedule

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

In Fiscal Year 2017 the Building Maintenance Fund was established to account for the general maintenance of City buildings. The fund's source of revenue is an annual transfer from the General Fund. Revenue and expenditures for building maintenance are accounted for separately in this fund, which allows for the fund to maintain a rolling fund balance exclusively for building maintenance needs. At the end of fiscal year 2024, there was \$76,998.10 in unspent funds in the Building Maintenance Fund. Staff requests to amend the budgeted expenditures for the Fiscal Year Ending September 30, 2025 for the Building Maintenance Fund (Fund 228) in the amount of \$76,998.10 for unspent funds from the preceding fiscal year.

Potential Options:

- Approve
- Deny

Fiscal Implications:

Allocation of funds already available in the Building Maintenance Fund.

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

Not Applicable

City of Texarkana, Texas

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable

Attachments

- a. 2025-010 ORD Amending Budget for 228 Building Maintenance Fund (DOC)
- b. 2025-010 Goals & Perspectives (DOCX)
- c. 2025-010 ORD amd budget Bldg Maint. signed (PDF)

Staff Coordination

Finance Department	Kristin Peebles	Department Head Review	Completed
	12/31/2024 1:09 PM		
Parks, Recreation & Health		Robby Robertson	Action Completed
	12/31/2024 2:00 PM		
City Manager	David Orr	City Manager Review Completed	01/06/2025
5:11 PM			
City Council	Jennifer Evans	Meeting	Completed 01/13/2025
6:00 PM			

Meeting History

ORDINANCE NO. 2025-010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGETED EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025, ADDING THE AMOUNT OF SEVENTY-SIX THOUSAND NINE HUNDRED NINETY-EIGHT DOLLARS AND TEN CENTS (\$76,998.10) TO THE BUILDING MAINTENANCE FUND (FUND 228) FOR UNSPENT FUNDS FROM THE PRECEDING FISCAL YEAR; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, unspent funds of seventy-six thousand nine hundred ninety-eight dollars and ten cents (\$76,998.10) from the preceding fiscal year are available in the Building Maintenance Fund (Fund 228); and

WHEREAS, the unspent funds from the preceding fiscal year may be effectively utilized for additional building maintenance needs; and

WHEREAS, City staff recommends amending the budget estimate of the City's expenditures for the fiscal year beginning October 1, 2024, and ending September 30, 2025, by adding the unspent funds to the Building Maintenance Fund (Fund 228).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The budget estimate of the revenue and expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2024, and ending September 30, 2025, be amended to reflect additional expenditures appropriated of seventy-six thousand nine hundred ninety-eight dollars and ten cents (\$76,998.10) in the Building Maintenance Fund (Fund 228).

SECTION 2: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **13th** day of **January, 2025**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☐ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☐ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☒ Maintain Fiscal Strength ☒ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Low

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☒ None Required	☐

Other:

ORDINANCE NO. 2025-010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGETED EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025, ADDING THE AMOUNT OF SEVENTY-SIX THOUSAND NINE HUNDRED NINETY-EIGHT DOLLARS AND TEN CENTS (\$76,998.10) TO THE BUILDING MAINTENANCE FUND (FUND 228) FOR UNSPENT FUNDS FROM THE PRECEDING FISCAL YEAR; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, unspent funds of seventy-six thousand nine hundred ninety-eight dollars and ten cents (\$76,998.10) from the preceding fiscal year are available in the Building Maintenance Fund (Fund 228); and

WHEREAS, the unspent funds from the preceding fiscal year may be effectively utilized for additional building maintenance needs; and

WHEREAS, City staff recommends amending the budget estimate of the City's expenditures for the fiscal year beginning October 1, 2024, and ending September 30, 2025, by adding the unspent funds to the Building Maintenance Fund (Fund 228).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The budget estimate of the revenue and expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2024, and ending September 30, 2025, be amended to reflect additional expenditures appropriated of seventy-six thousand nine hundred ninety-eight dollars and ten cents (\$76,998.10) in the Building Maintenance Fund (Fund 228).

SECTION 2: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **13th** day of **January, 2025**.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:24 p.m.

Attachment: 2025-010 ORD amd budget Bldg Maint. signed (4407 : 2025-010 ORD Amending Building Maintenance Budget)

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 1/7/2025 8:09 AM

Lead Department: Finance Department **Action Officer:** Kristin Peeples,
Ordinance No. 2025-011 amending budgeted expenditures in the Major Street Maintenance Fund (Fund 120) for the fiscal year beginning October 1, 2024, and ending September 30, 2025, to add unspent funds of three hundred twenty-five thousand nine hundred sixty-six dollars and eighty-two cents (\$325,966.82) from the preceding fiscal year.

Subject:

Briefing: 1/13/2025 **Public Hearing:** **Council Vote:** 1/13/2025

Item Schedule

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

In Fiscal Year 2018 the Major Street Maintenance Fund was established to account for major street maintenance projects within the city. The fund's source of revenue is an annual transfer from the General Fund. Revenue and expenditures for major street maintenance are accounted for separately in this fund, which allows for the fund to maintain a rolling fund balance exclusively for major street maintenance needs. Currently, there is \$325,966.82 in unspent funds from fiscal year 2024 available for allocation. Staff requests to amend the budgeted expenditures for the Fiscal Year Ending September 30, 2025 for the Major Street Maintenance Fund (Fund 120) in the amount of \$325,966.82 for funds unspent in fiscal year 2024.

Potential Options:

- Approve
- Deny

Fiscal Implications:

Allocation of funds already available in the Major Street Maintenance Fund.

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

Not Applicable

City of Texarkana, Texas

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable

Attachments

- a. 2025-011 ORD Amending Budget for 120 Major Street Maintenance Fund(DOC)
- b. 2025-011 Goals & Perspectives (DOCX)
- c. 2025-011 amd budg Major Street Maint. signed (PDF)

Staff Coordination

Finance Department	Kristin Peebles	Department Head Review	Completed
	12/31/2024 1:27 PM		
Public Works Department		Dusty Henslee	Action Completed
	12/31/2024 1:30 PM		
City Manager	David Orr	City Manager Review Completed	01/06/2025
5:11 PM			
City Council	Jennifer Evans	Meeting	Completed 01/13/2025
6:00 PM			

Meeting History

ORDINANCE NO. 2025-011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGETED EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025, ADDING THE AMOUNT OF THREE HUNDRED TWENTY-FIVE THOUSAND NINE HUNDRED SIXTY-SIX DOLLARS AND EIGHTY-TWO CENTS (\$325,966.82) TO THE MAJOR STREET MAINTENANCE FUND (FUND 120) FOR UNSPENT FUNDS FROM THE PRECEDING FISCAL YEAR; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, unspent funds of three hundred twenty-five thousand nine hundred sixty-six dollars and eighty-two cents (\$325,966.82) from the preceding fiscal year are available in the Major Street Maintenance Fund (Fund 120); and

WHEREAS, the unspent funds from the preceding fiscal year may be effectively utilized for additional major street maintenance needs; and

WHEREAS, City staff recommends amending the budget estimate of the City's expenditures for the fiscal year beginning October 1, 2024, and ending September 30, 2025, by adding the unspent funds to the Major Street Maintenance Fund (Fund 120).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The budget estimate of the revenue and expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2024, and ending September 30, 2025, be amended to reflect additional expenditures appropriated of three hundred twenty-five thousand nine hundred sixty-six dollars and eighty-two cents (\$325,966.82) in the Major Street Maintenance Fund (Fund 120).

SECTION 2: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the 13th day of January, 2025.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☐ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☐ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☒ Maintain Fiscal Strength ☒ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Low

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☒ None Required	☐

Other:

ORDINANCE NO. 2025-011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGETED EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025, ADDING THE AMOUNT OF THREE HUNDRED TWENTY-FIVE THOUSAND NINE HUNDRED SIXTY-SIX DOLLARS AND EIGHTY-TWO CENTS (\$325,966.82) TO THE MAJOR STREET MAINTENANCE FUND (FUND 120) FOR UNSPENT FUNDS FROM THE PRECEDING FISCAL YEAR; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, unspent funds of three hundred twenty-five thousand nine hundred sixty-six dollars and eighty-two cents (\$325,966.82) from the preceding fiscal year are available in the Major Street Maintenance Fund (Fund 120); and

WHEREAS, the unspent funds from the preceding fiscal year may be effectively utilized for additional major street maintenance needs; and

WHEREAS, City staff recommends amending the budget estimate of the City's expenditures for the fiscal year beginning October 1, 2024, and ending September 30, 2025, by adding the unspent funds to the Major Street Maintenance Fund (Fund 120).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The budget estimate of the revenue and expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2024, and ending September 30, 2025, be amended to reflect additional expenditures appropriated of three hundred twenty-five thousand nine hundred sixty-six dollars and eighty-two cents (\$325,966.82) in the Major Street Maintenance Fund (Fund 120).

SECTION 2: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the 13th day of January, 2025.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:24p.m.

Attachment: 2025-011 amd budgy Major Street Maint. signed (4408 : 2025-011 ORD Amending Major Street Maintenance Budget)

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 1/8/2025 10:01 AM

Lead Department: Finance Department **Action Officer:** Kristin Peeples,
Ordinance No. 2025-012 creating the Energy Efficiency and Conservation
Block Grant (EECBG) Fund (Fund 248) and amending budgeted revenues and
expenditures in this fund for the fiscal year beginning October 1, 2024, and
Subject: ending September 30, 2025, to add revenues and expenditures of seventy-six
thousand four hundred forty dollars (\$76,440).

Briefing: 1/13/2025 **Public Hearing:** **Council Vote:** 1/13/2025

Item Schedule

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

The City recently received a grant award from the U.S. Department of Energy. The federal share of the award totals \$76,440.00. This funding was not included in the original budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025. Staff recommends amending the budget to create the EECBG Fund (Fund 248) and amending the budgeted revenues and expenditures to include \$76,440.00. This funding will be used to provide and install new HVAC systems in the City Hall building. Funding included in the previously established Energy Conservation Revolving Loan Fund (Fund 113) will also be utilized as part of this project with no General Fund match required.

Potential Options:

- Approve
- Deny

Fiscal Implications:

This is grant funding from the U.S. Department of Energy. No general fund match is required.

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

Not Applicable

Advisory Board/Committee Meeting Date and Minutes:

City of Texarkana, Texas

Not Applicable

Attachments

- a. 2025-012 ORD Amending Budget for 248 EECBG Fund (DOC)
- b. 2025-012 Goals & Perspectives (DOCX)
- c. 2025-012 ATTH 01 Award Attachment 3 Budget (PDF)
- d. 2025-012 ATTH 02 Assistance_DE-SE0000307-2 Award Agreement Letter (PDF)
- e. 2025-012 ORD amd budg. EECBG Grant signed (PDF)

Staff Coordination

Finance Department	Kristin Peebles 01/07/2025 8:43 AM	Department Head Review	Completed
Human Resources	Kristin Peebles 01/07/2025 8:43 AM	Human Resources Review	Skipped
City Manager 1:41 PM	David Orr	City Manager Review Completed	01/07/2025
City Council 6:00 PM	Jennifer Evans	Meeting Completed	01/13/2025

Meeting History

ORDINANCE NO. 2025-012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, CREATING THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) FUND (FUND 248) AND AMENDING BUDGETED REVENUE AND EXPENDITURES IN THIS FUND FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025, ADDING THE AMOUNT OF SEVENTY-SIX THOUSAND FOUR HUNDRED AND FORTY DOLLARS (\$76,440); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas was recently awarded a grant from the U.S. Department of Energy with a total federal award amount of seventy-six thousand four hundred forty dollars (\$76,440); and

WHEREAS, this funding will be used to provide and install a new HVAC system in the City Hall building; and

WHEREAS, this funding was not included in the original budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025; and

WHEREAS, City staff recommends creating the EECBG Fund (Fund 248) and amending the budgeted revenues and expenditures for this fund to add the amount of seventy-six thousand four hundred forty dollars (\$76,440) for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The budget estimate of the revenue and expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2024, and ending September 30, 2025, be amended to add the EECBG Fund (Fund 248) and reflect additional revenue and expenditures appropriated of seventy-six thousand four hundred forty dollars (\$76,440) in the EECBG Fund (Fund 248).

SECTION 2: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the 13th day of January, 2025.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☐ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☒ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☐ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☒ Maintain Fiscal Strength ☒ Maximize Utilization & Resources ☒ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Low

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☒ None Required	☐

Other:

BUDGET INFORMATION - Non-Construction ProgramsOMB Number: 4040-0006
Expiration Date: 02/28/2025

1. Program/Project Identification No. SE0000307		2. Program/Project Title Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021	
3. Name and Address City of Texarkana 220 Texas Blvd Texarkana, TX 755010000		4. Program/Project Start Date 07/01/2024	5. Completion Date 06/30/2025

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Federal	81.128	\$ 0.00		\$ 76,440.00		\$ 76,440.00
2. Prior EECBG Funds			\$ 0.00		\$ 38,145.44	\$ 38,145.44
3. General Funds			\$ 0.00		\$ 45,214.56	\$ 45,214.56
4.						
5. TOTAL		\$ 0.00	\$ 0.00	\$ 76,440.00	\$ 83,360.00	\$ 159,800.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total (5)
	(1) DOE	(2)	(3)	(4)	
a. Personnel	\$ 0.00				\$ 0.00
b. Fringe Benefits	\$ 0.00				\$ 0.00
c. Travel	\$ 0.00				\$ 0.00
d. Equipment	\$ 112,000.00				\$ 112,000.00
e. Supplies	\$ 15,000.00				\$ 15,000.00
f. Contract	\$ 12,800.00				\$ 12,800.00
g. Construction	\$ 0.00				\$ 0.00
h. Other Direct Costs	\$ 20,000.00				\$ 20,000.00
i. Total Direct Charges	\$ 159,800.00				\$ 159,800.00
j. Indirect Costs	\$ 0.00				\$ 0.00
k. Totals	\$ 159,800.00				\$ 159,800.00
7. Program Income	\$ 0.00				\$ 0.00

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

BUDGET INFORMATION REMARKS

Grant Number: SE0000307, State: TX

Recipient: City of Texarkana

Remarks

Estimate to provide & install 11 new HVAC systems in the City Hall building, total of 71 tons. This estimate includes all equipment, parts, labor, and misc materials to complete the install of new systems & ductwork connections. These systems will have R410A freon. Warranty will have 1 year parts/labor & 5 years compressor. Please note this equipment is 24-30 weeks out from day of approval & ordered. Please see list below for equipment details & specs.

This price is good for 60 days.

20 Ton 1 50FC-M24A2A5-0A0A0 Packaged Rooftop Electric Cooling Unit

- 20 Tons – 208/230-3-60
- Two-Stage Cooling single circuit
- Standard/Medium Static Option - Vertical Models
- Al/Cu Condenser Coil, Al/Cu Evaporator Coil
- Electro-Mechanical Ctl W7212

20 Ton 1 CRLVHLGD052A00 Louvered Hail Guard = MRT 240

20 Ton 1 CRHEATER455A00 MRT 240V 50kW Heater Vert.

20 Ton 1 CRSINGLE056A00 ELECHTSNGLPTBOX ALLVOLT 15-25T

20 Ton 1 CRMANDPR009A00 25% MAN OA DMPRW/HOOD 15-20T

20 Ton 1 CURB ADAPTER CDI Curb Adapter

7.5 Ton 2 38AUZD08A0A5-0A0A0 7.5 T_CDU_2-Stage Cooling Split Puron

- 7.5 Tons – 208/230-3-60
- Single circuit, two stage cooling
- Temp Sensor in Control box
- Al/Cu cond coil
- Electro-mechanical controls

7.5 Ton 2 CALVHLGD006A00 ACC LVD HAIL GRD CAS/CHS090/91

7.5 Ton 2 40RFAA08A2A5-UA0A0 FAN CL,7.5 T

- 7.5 Tons – 208/230/3/60
- 2 Speed - Vane Axial Fan
- Standard/Medium Static (Ecoblue)
- Electromechanical Unit Control Board

7.5 Ton 2 CAELHEAT058A00 25.0 kW, 240-3-60 Electric Heater

5 Ton 3 Phase 4 24ABB360A005 13S AC BASE 3 PHASE

5 Ton 3 Phase 4 F??4DNXD60L00 FAN COIL ALUM 5T

5 Ton 3 Phase 4 KFFEHE3001F15 15 KW-FUSED, UPFLOW

5 Ton 1 Phase 2 24SCA560W003 15 SEER AC, 1-STAGE, SW, STD

5 Ton 1 Phase 2 F??4DNXD60L00 FAN COIL ALUM 5T

5 Ton 1 Phase 2 KFFEHE3001F15 15 KW-FUSED, UPFLOW

4 Ton 1 24SCA548W003 15 SEER AC, 1-STAGE, SW, STD

4 Ton 1 FJ4DNXC48L00 FAN COIL ALUM 4T

4 Ton 1 KFFEHE3001F15 15 KW-FUSED, UPFLOW

2 Ton 1 24SCA524W003 15 SEER AC, 1-STAGE, SW, STD

2 Ton 1 FJ4DNXB24L00 FAN COIL ALUM 2T

2 Ton 1 KFFEHE0901N10 10 KW-NON FUSED, UPFLOW

Equipment 112,000.00

Labor 20,000.00

Parts & Materials 15,000.00

Misc. (Crane & rentals etc) 12,800.00

Attachment: 2025-012 ATTH 01 Award Attachment 3 Budget (4409 : 2025-012 ORD Creating EECBG Fund (Fund 248) and amending the budget)

ASSISTANCE AGREEMENT

Attachment: 2025-012 ATTH 02 Assistance DE-SE0000307-2 Award Agreement Letter (4409 : 2025-012 ORD Creating EECBG Fund (Fund 248))

1. Award No. DE-SE0000307		2. Modification No.		3. Effective Date 09/01/2024		4. CFDA No. 81.128	
5. Awarded To City of Texarkana, Texas Attn: Kristin Peeples 220 TEXAS BLVD TEXARKANA TX 755015625				6. Sponsoring Office State and Community Energy Programs U.S. Department of Energy 1000 Independence Ave, SW Washington DC 20585			7. Period of Performance 09/01/2024 through 08/31/2026
8. Type of Agreement ☒ Grant ☐ Cooperative Agreement ☐ Other		9. Authority IIJA PL 117-58, 2021 110-140 EISA of 2007			10. Purchase Request or Funding Document No. 24SE000663		
11. Remittance Address City of Texarkana, Texas Attn: CITY OF TEXARKANA TEXAS 220 Texas Boulevard TEXARKANA TX 755015625				12. Total Amount Govt. Share: \$76,440.00 Cost Share : \$83,360.00 Total : \$159,800.00		13. Funds Obligated This action: \$76,440.00 Total : \$76,440.00	
14. Principal Investigator		15. Program Manager Arturo Romero Phone: 240-49-6332			16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401		
17. Submit Payment Requests To Payment - Direct Payment from U.S. Dept of Treasury			18. Paying Office Payment - Direct Payment from U.S. Dept of Treasury			19. Submit Reports To See Attachment 2	
20. Accounting and Appropriation Data 05461-2022-31-200835-41020-1005917-0000000-0000000-0000000							
21. Research Title and/or Description of Project BIL: EECBG Program - City of Texarkana							
For the Recipient				For the United States of America			
22. Signature of Person Authorized to Sign				25. Signature of Grants/Agreements Officer Signature on File			
23. Name and Title		24. Date Signed		26. Name of Officer Geoffrey I. Walker		27. Date Signed 09/16/2024	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-SE0000307		PAGE 2 OF 3	
NAME OF OFFEROR OR CONTRACTOR City of Texarkana, Texas					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	UEI: F7PEA6VD48M5 The purpose of this action is to obligate EECBG BIL funds and to authorize activities under Section 40552. In addition to this Assistance Agreement, this award consists of the items listed on the Cover Page of the Special Terms and Conditions. The Project Period for this award is 09/01/2024 through 08/31/2026. This award is subject to the Financial Assistance regulations contained in 2 CFR 200 as amended by 2 CFR Part 910. Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority. DOE Award Administrator: Holly Wilson Email: holly.wilson@ee.doe.gov Phone: 240-562-1779 DOE Project Officer: Art Romero E-mail: arturo.romero@hq.doe.gov Phone: 240-449-6332 Recipient Business Officer: Jodie Lee E-mail: Jodie.Lee@texarkanatexas.gov Phone: 903-798-3252 Recipient Principal Investigator: Megan Price E-mail: Megan.Price@texarkanatexas.gov Phone: 903-798-3940 "Electronic signature or signatures as used in this document means a method of signing an electronic message that-- (A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents." ASAP: YES Extent Competed: NOT AVAIL FOR COMP Davis-Bacon Act: YES PI: Price, Megan Fund: 05461 Appr Year: 2022 Allottee: 31 Report Continued ...				

Attachment: 2025-012 ATTH 02 Assistance DE-SE0000307-2 Award Agreement Letter (4409 : 2025-012 ORD Creating EECBG Fund (Fund 248))

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-SE0000307		PAGE 3 OF 3	
NAME OF OFFEROR OR CONTRACTOR City of Texarkana, Texas					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Entity: 200835 Object Class: 41020 Program: 1005917 Project: 0000000 WFO: 0000000 Local Use: 0000000				

Attachment: 2025-012 ATTH 02 Assistance DE-SE0000307-2 Award Agreement Letter (4409 : 2025-012 ORD Creating EECBG Fund (Fund 248))

ORDINANCE NO. 2025-012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, CREATING THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) FUND (FUND 248) AND AMENDING BUDGETED REVENUE AND EXPENDITURES IN THIS FUND FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025, ADDING THE AMOUNT OF SEVENTY-SIX THOUSAND FOUR HUNDRED AND FORTY DOLLARS (\$76,440); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas was recently awarded a grant from the U.S. Department of Energy with a total federal award amount of seventy-six thousand four hundred forty dollars (\$76,440); and

WHEREAS, this funding will be used to provide and install a new HVAC system in the City Hall building; and

WHEREAS, this funding was not included in the original budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025; and

WHEREAS, City staff recommends creating the EECBG Fund (Fund 248) and amending the budgeted revenues and expenditures for this fund to add the amount of seventy-six thousand four hundred forty dollars (\$76,440) for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The budget estimate of the revenue and expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2024, and ending September 30, 2025, be amended to add the EECBG Fund (Fund 248) and reflect additional revenue and expenditures appropriated of seventy-six thousand four hundred forty dollars (\$76,440) in the EECBG Fund (Fund 248).

SECTION 2: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the 13th day of January, 2025.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:24 p.m.

Attachment: 2025-012 ORD and budg. EECBG Grant signed (4409 : 2025-012 ORD Creating EECBG Fund (Fund 248) and amending the budget)

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 1/9/2025 10:24 AM

Lead Department: Police **Action Officer:** Michael Henry, Captain
Resolution No. 2025-014 approving the application for the FY2024 Edward
Subject: Byrne Justice Assistance Grant, providing a total grant in the amount of \$13,316
with the city receiving \$7,990 and Bowie County, Texas, receiving \$5,326.

Briefing: 1/13/2025 **Public Hearing:** **Council Vote:** 1/13/2025

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

For consideration is the FY2024 Regular Local Solicitation for the Edward Byrne Justice Assistance Grant (JAG). The JAG is a pre-determined allocation, which based upon the amount, is shared with the Bowie County Sheriff's Office because of the city's federal designation as a disparate jurisdiction. The total funding for this round is \$13,316.00, which will be shared with BCSO. TTPD plans to utilize their portion of the funds (\$7,990.00) to purchase three BolaWrap non-lethal restraint devices. The BolaWrap helps officers proactively prevent escalation and gain control, effectively diffusing situations and averting undesirable outcomes.

The BolaWraps are estimated at \$1,800 each = \$5,400. Three holsters are \$100 each = \$300. Twenty-five (25) cassette refills are \$60 each = \$1,500. Train the trainer is \$790. The project total is **\$7,990.00**

Potential Options:

- Approve application
- Deny application

Fiscal Implications:

The City of Texarkana, Texas will not be required to furnish additional match funding to receive funds under the grant program.

Staff Recommendation:

Approval of the application is recommended.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

City of Texarkana, Texas

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2025-014 RES Police JAG Grant (DOCX)
- b. 2025-014 ATTH 01 2024 JAG Proposal Narrative (PDF)
- c. 2025-014 ATTH 02 DOJ_Stakeholder_Award_Notification(PDF)
- d. 2025-014 Goals & Perspectives (DOCX)
- e. 2025-014 RES FY24 PD JAG grant signed (PDF)

Staff Coordination

Finance Department 9:52 AM	Kristin Peeples	Finance Review	Completed	01/09/2025
Police 4:40 PM	Jennifer Evans	Supervisor Review	Skipped	01/07/2025
Police	Chiquita Burks 01/09/2025 10:28 AM	Department Head Review	Skipped	
City Manager 11:46 AM	David Orr	City Manager Review	Completed	01/09/2025
City Council 6:00 PM	Jennifer Evans	Meeting	Completed	01/13/2025

Meeting History

RESOLUTION NO. 2025-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE APPLICATION FOR THE EDWARD BYRNE JUSTICE ASSISTANCE GRANT, PROVIDING A TOTAL GRANT IN THE AMOUNT OF THIRTEEN THOUSAND THREE HUNDRED SIXTEEN DOLLARS (\$13,316), WHERE THE CITY OF TEXARKANA, TEXAS, WILL RECEIVE SEVEN THOUSAND NINE HUNDRED NINETY DOLLARS (\$7,990), AND BOWIE COUNTY, TEXAS, WILL RECEIVE FIVE THOUSAND THREE HUNDRED TWENTY-SIX DOLLARS (\$5,326); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Office of Justice Programs of the United States Department of Justice has notified the City of Texarkana, Texas, as applicant and fiscal agent for available grant funds, that the City's application on behalf of the City and Bowie County, Texas, for funding under the FY2024 Edward Byrne Memorial Justice Assistance Grant in the amount of **\$13,316**, to be shared with Bowie County, Texas, has been approved for the program and budget period ending September 30, 2025, subject to compliance with those conditions and limitations set out in the grant documents attached as "**ATTH 01**" and "**ATTH 02**"; and

WHEREAS, the Texarkana, Texas Police Department's share of the funding will be used to purchase non-lethal restraint devices; and

WHEREAS, the City of Texarkana, Texas, will not be required to furnish additional match funding to receive funds under the grant program; and

WHEREAS, the City Council of the City of Texarkana, Texas, being informed of the nature and proposed use of said grant, does consider and find that the above-recommended uses and grant expenditures therefore are in the best interest of and will promote the health, safety and general welfare of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That the above-described Edward Byrne Memorial Justice Assistance Grant in the amount of **\$13,316**, to be shared by and between the City of Texarkana, Texas, and Bowie County, Texas, be and is hereby accepted.

SECTION 2: That the City Manager be and is hereby authorized to undertake the necessary steps and execute the necessary documents including the Grant Acceptance document required for formal acceptance of the Edward Byrne Memorial Justice Assistant Grant from the United States Department of Justice, Office of Justice Programs, providing a total grant in the amount of **\$13,316**, to be divided between the City of Texarkana, Texas, and Bowie County, Texas, where the City of Texarkana, Texas, will receive **\$7,990** and Bowie County, Texas will receive **\$5,326**.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **13th day of January, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

**2024 Justice Assistance Grant
City of Texarkana, Texas
Bowie County, Texas
GRANT 14284664**

PROPOSAL NARRATIVE

The City of Texarkana, Texas Police Department is applying for the FY2024 Edward Byrne Memorial Justice Assistance Grant (JAG) program to be used for the following purpose:

The **Texarkana, Texas Police Department** plans to purchase three (3) BolaWrap 150 non-lethal restraint devices. The BolaWrap helps officers proactively prevent escalation and gain control, effectively diffusing situations and averting undesirable outcomes. Cassette refills, holsters and training will also be purchased. The BolaWraps are estimated at \$1800 each = \$5400. Three holsters are \$100 each = \$300. Twenty-five (25) cassette refills are \$60 each = \$1500. Train the trainer is \$790. The project total is **\$7,990.00**.

The **Bowie County Sheriff's Office** operates two jail facilities and is responsible for courtroom security in three District Courts as well as one County Court at Law. Combative subjects are a security concern for our jail as well as our County courtrooms. Technology is now available for us to gain compliance from a combative subject without causing injury. The Bowie County Sheriff's Office will purchase conductive de-escalation devices from Complaint Technologies. These devices are offered in the form of conductive gloves. The gloves are worn by jail staff and produce a non-injurious electrical current to gain compliance from a combative individual. The gloves are non-lethal and non-injury causing. Deputies, jailers, and courtroom personnel

will also receive training from Complaint Technologies in the proper use and capabilities of their products. BCSO will also purchase methamphetamine and fentanyl test kits along with narcotics evidence bags.

There is no local funding either budgeted or anticipated for this acquisition.

One pair of Compliant Technologies Glove F2P (Yellow) is \$1,450.

The fifty (50) meth test kits are \$30 each = \$1500.

The ten (10) fentanyl test packs are \$175 each = \$1750.

Evidence bags are \$78.25 per box for eight (8) boxes total = \$626.

The anticipated total for their project is \$**5,326.00**.



Department of Justice (DOJ)

Office of Justice Programs

Office of Communications

Washington, D.C. 20530

AWARD NOTIFICATION		Award Number: 15PBJA-24-GG-04701-JAGX	
Name and Address of Recipient:		CITY OF TEXARKANA, TEXAS 220 TEXAS BLVD	
City, State and Zip:		TEXARKANA, TX 75501	
Recipient Point of Contact:		DAPHNEA RYAN	
Email:		dryan@txkusa.org	
Phone:		903-798-3934	
Solicitation Title: BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation			
Federal Award Amount: \$13,316.00		Federal Award Date: 12/5/24	
Awarding Agency:		Office of Justice Programs Bureau of Justice Assistance	
Award Type:		Initial	
Statutory Authority:		Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).	
Opportunity Category: Other		Assistance Listing Number: 16.738	
Project Period Start Date: 10/1/23		Project Period End Date: 9/30/25	

Project Description:

The City of Texarkana, Texas will use JAG funds to purchase non-lethal restraint devices. The devices will be used on non-compliant individuals to de-escalate situations before they intensify and require a higher use of force.

The County of Bowie will use JAG funds to purchase non-lethal, non-injurious de-escalation compliance devices to be used for security concerns involving combative subjects in the jail as well as in the courtrooms. Bowie County will also purchase drug test kits and narcotics evidence bags.

For more information about this award, please contact the OJP Office of Communications at 202-307-0703 or OJP.OCOM@ojp.usdoj.gov.

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☒ Provide a Safe Community ☐ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☒ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☒ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Medium

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☒ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☐ None Required	☐

Other:

RESOLUTION NO. 2025-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE APPLICATION FOR THE EDWARD BYRNE JUSTICE ASSISTANCE GRANT, PROVIDING A TOTAL GRANT IN THE AMOUNT OF THIRTEEN THOUSAND THREE HUNDRED SIXTEEN DOLLARS (\$13,316), WHERE THE CITY OF TEXARKANA, TEXAS, WILL RECEIVE SEVEN THOUSAND NINE HUNDRED NINETY DOLLARS (\$7,990), AND BOWIE COUNTY, TEXAS, WILL RECEIVE FIVE THOUSAND THREE HUNDRED TWENTY-SIX DOLLARS (\$5,326); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Office of Justice Programs of the United States Department of Justice has notified the City of Texarkana, Texas, as applicant and fiscal agent for available grant funds, that the City's application on behalf of the City and Bowie County, Texas, for funding under the FY2024 Edward Byrne Memorial Justice Assistance Grant in the amount of **\$13,316**, to be shared with Bowie County, Texas, has been approved for the program and budget period ending September 30, 2025, subject to compliance with those conditions and limitations set out in the grant documents attached as "ATTH 01" and "ATTH 02"; and

WHEREAS, the Texarkana, Texas Police Department's share of the funding will be used to purchase non-lethal restraint devices; and

WHEREAS, the City of Texarkana, Texas, will not be required to furnish additional match funding to receive funds under the grant program; and

WHEREAS, the City Council of the City of Texarkana, Texas, being informed of the nature and proposed use of said grant, does consider and find that the above-recommended uses and grant expenditures therefore are in the best interest of and will promote the health, safety and general welfare of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That the above-described Edward Byrne Memorial Justice Assistance Grant in the amount of **\$13,316**, to be shared by and between the City of Texarkana, Texas, and Bowie County, Texas, be and is hereby accepted.

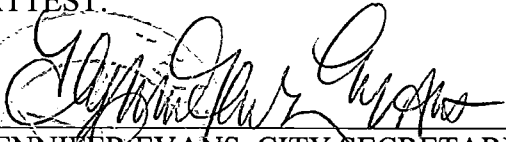
SECTION 2: That the City Manager be and is hereby authorized to undertake the necessary steps and execute the necessary documents including the Grant Acceptance document required for formal acceptance of the Edward Byrne Memorial Justice Assistant Grant from the United States Department of Justice, Office of Justice Programs, providing a total grant in the amount of **\$13,316**, to be divided between the City of Texarkana, Texas, and Bowie County, Texas, where the City of Texarkana, Texas, will receive **\$7,990** and Bowie County, Texas will receive **\$5,326**.

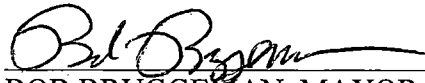
Attachment: 2025-014 RES FY24 PD JAG grant signed (4410 : 2025-014 RES FY2024 Police Justice Assistance Grant)

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the 13th day of January, 2025.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:24 p.m.

**2024 Justice Assistance Grant
City of Texarkana, Texas
Bowie County, Texas
GRANT 14284664**

PROPOSAL NARRATIVE

The City of Texarkana, Texas Police Department is applying for the FY2024 Edward Byrne Memorial Justice Assistance Grant (JAG) program to be used for the following purpose:

The **Texarkana, Texas Police Department** plans to purchase three (3) BolaWrap 150 non-lethal restraint devices. The BolaWrap helps officers proactively prevent escalation and gain control, effectively diffusing situations and averting undesirable outcomes. Cassette refills, holsters and training will also be purchased. The BolaWraps are estimated at \$1800 each = \$5400. Three holsters are \$100 each = \$300. Twenty-five (25) cassette refills are \$60 each = \$1500. Train the trainer is \$790. The project total is **\$7,990.00**.

The **Bowie County Sheriff's Office** operates two jail facilities and is responsible for courtroom security in three District Courts as well as one County Court at Law. Combative subjects are a security concern for our jail as well as our County courtrooms. Technology is now available for us to gain compliance from a combative subject without causing injury. The Bowie County Sheriff's Office will purchase conductive de-escalation devices from Complaint Technologies. These devices are offered in the form of conductive gloves. The gloves are worn by jail staff and produce a non-injurious electrical current to gain compliance from a combative individual. The gloves are non-lethal and non-injury causing. Deputies, jailers, and courtroom personnel

2024-014 ATTH 01

will also receive training from Complaint Technologies in the proper use and capabilities of their products. BCSO will also purchase methamphetamine and fentanyl test kits along with narcotics evidence bags.

There is no local funding either budgeted or anticipated for this acquisition.

One pair of Compliant Technologies Glove F2P (Yellow) is \$1,450.

The fifty (50) meth test kits are \$30 each = \$1500.

The ten (10) fentanyl test packs are \$175 each = \$1750.

Evidence bags are \$78.25 per box for eight (8) boxes total = \$626.

The anticipated total for their project is \$**5,326.00**.

2025-014 ATTH 02



Department of Justice (DOJ)

Office of Justice Programs

Office of Communications

Washington, D.C. 20530

AWARD NOTIFICATION		Award Number: 15PBJA-24-GG-04701-JAGX	
Name and Address of Recipient:		CITY OF TEXARKANA, TEXAS 220 TEXAS BLVD	
City, State and Zip:		TEXARKANA, TX 75501	
Recipient Point of Contact:		DAPHNEA RYAN	
Email:		dryan@txkusa.org	
Phone:		903-798-3934	
Solicitation Title: BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation			
Federal Award Amount: \$13,316.00		Federal Award Date: 12/5/24	
Awarding Agency:		Office of Justice Programs Bureau of Justice Assistance	
Award Type:		Initial	
Statutory Authority:		Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).	
Opportunity Category: Other		Assistance Listing Number: 16.738	
Project Period Start Date: 10/1/23		Project Period End Date: 9/30/25	

Page 1 of 2

Attachment: 2025-014 RES FY24 PD JAG grant signed (4410 : 2025-014 RES FY2024 Police Justice Assistance Grant)

Project Description:

The City of Texarkana, Texas will use JAG funds to purchase non-lethal restraint devices. The devices will be used on non-compliant individuals to de-escalate situations before they intensify and require a higher use of force.

The County of Bowie will use JAG funds to purchase non-lethal, non-injurious de-escalation compliance devices to be used for security concerns involving combative subjects in the jail as well as in the courtrooms. Bowie County will also purchase drug test kits and narcotics evidence bags.

For more information about this award, please contact the OJP Office of Communications at 202-307-0703 or OJP.OCOM@ojp.usdoj.gov.

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 1/8/2025 11:08 AM

Lead Department: Information Technology **Action Officer:** Brandon Uselton, IT Director
Subject: Resolution No. 2025-015 authorizing the City Manager to purchase a SCADA assessment from Holistic Utility Solutions under TIPS Contract 230601 with funds budgeted in the Texarkana Water Utilities Technology Fund, with a total cost of \$148.551.00, with the Texas portion being \$85.847.62.

Briefing: 1/13/2025 **Public Hearing:** **Council Vote:** 1/13/2025

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

An assessment for the creation of an long-term strategic plan to modernize and secure the Industrial Control Systems and Operational Technology for the Texarkana Water Utilities to better protect critical infrastructure, with a total cost of \$148.551.00, with the Texas portion being \$85.847.62.

Potential Options:

None

Fiscal Implications:

Funds are budgeted in the TWU Technology Fund

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2025-015 RES SCADA Assessment (DOC)

City of Texarkana, Texas

- b. 2025-015 ATTH 01 HUS_TWU_SCADA Analysis Proposal (PDF)
- c. 2025-015 Goals & Perspectives (DOCX)
- d. 2025-015 RES SCADA Assessment signed (PDF)

Staff Coordination

Information Technology	Completed	Brandon Uselton	Department Head Review	
		01/08/2025 9:57 AM		
TWU Finance	Tricia Briggs	Review	Completed	01/08/2025
11:09 AM				
Water Utilities	Gary Smith	Review	Completed	01/08/2025
1:34 PM				
City Manager	David Orr	City Manager Review	Completed	01/09/2025
11:47 AM				
City Council	Jennifer Evans	Meeting	Completed	01/13/2025
6:00 PM				

Meeting History

RESOLUTION NO. 2025 - 015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE PURCHASE OF CONSULTING SERVICES FOR A SCADA ASSESSMENT FROM HOLISTIC UTILITY SOLUTIONS THROUGH THE TIPS COOPERATIVE PURCHASING PROGRAM IN AN AMOUNT NOT TO EXCEED \$148,551.00 WITH FUNDS BUDGETED IN THE TEXARKANA WATER UTILITIES TECHNOLOGY FUND; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Texarkana Water Utilities needs an assessment of all its industrial operational technology in order to effectively modernize and secure it to increase effectiveness and efficiency of the industrial systems to preserve or protect the public health of the City's residents; and

WHEREAS, the FY 2024-25 budget and appropriations make available sufficient funds in the Texarkana Water Utilities Technology Fund to procure from Holistic Utility Solutions a SCADA Assessment and Strategic Plan in an amount to not exceed \$148,551.00, with the Texas portion being \$85,847.62 [ATTH 01] through the TIPS Purchasing Program, Contract No. 230601, a procurement program which complies with Texas competitive purchasing requirements; and

WHEREAS, the City Council, being informed of the nature and proposed use of funds, determines that the purchase of such an assessment will be in the best interest and will promote the safety and general welfare of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The City Council approves and authorizes the purchase of a SCADA Assessment and Strategic Plan for the Texarkana Water Utilities, procured from Holistic Utility Solutions through the TIPS Program, at a purchase price not to exceed \$148,551.00 with the Texas portion being \$85,847.62, with funds budgeted in the Texarkana Water Utilities Technology Fund; and the City Manager is authorized to execute any and all documents necessary for this procurement and to effectuate the purpose of this resolution.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **13th day of January, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2025-015 RES SCADA Assessment (4412 : 2025-015 RES Authorizing Purchase of SCADA Assessment)



Proposal #12202024-01

TIPS Contract #230601 - Consulting and Other Related Services

From: Holistic Utility Solutions

129 S. Main St. Suite 260
Grapevine, TX 76051

Contact:
Phone/Email:

Ira Nicodemus
214-384-3819/ ira@HolisticUS.com

To: Brandon Uselton

801 Wood St.
Texarkana, TX 75501

Date:
Project:

December 20, 2024
SCADA Strategic Plan

Project Overview:

This project aims to evaluate the current state of the SCADA infrastructure of the Texarkana Water Utility (TWU) and provide a strategic plan for upgrading its systems, ensuring long-term improvement, consolidation, and heightened cybersecurity measures. Holistic Utility Solutions will serve as the lead firm, managing overall operations and client relations, while Smart Water Analytics, along with EDEC Inc. and other specialists, will handle the technical specifications and data management systems.

Scope of Work:

This scope of work outlines the structured approach for enhancing the SCADA infrastructure of the Texarkana Water Utility, with a focus on technical improvements, consolidating systems, and ensuring both current and future operational excellence.

Task 1 Project Management and Data Collection

Holistic Utility Solutions (HUS) will oversee all project components, coordinate with TWU staff, manage timelines, and ensure deliverables are met. Smart Water Analytics and EDEC Inc. will work collaboratively on the technical assessment and will present their findings and recommendations in organized formats conducive for stakeholder review.

Task 2: Site Visit and Evaluation of Current SCADA Systems

The objective of Task 2 is to conduct a comprehensive evaluation of the existing SCADA infrastructure for the water and wastewater systems of the Texarkana Water Utility. This will involve gathering detailed information through an on-site assessment, which will inform the strategic planning and recommendations for system improvements.



Task 2.1 Preparation for Site Visit: The project team will schedule an onsite visit to each facility within the water production and wastewater treatment systems. Prior to the visit, the team will review available documentation, including existing system architecture, operational protocols, and previous evaluations or audits, to gain initial insights into the current SCADA systems in place.

Task 2.2 On-Site Survey of Existing SCADA Infrastructure: Conduct detailed surveys of the following water production and wastewater management facilities:

- Wright Patman Plant
- Millwood Plant
- Graphic Packaging Plant Intake
- Remote Water Tanks, Standing Pipes, and associated delivery operations, including 20 cellular and 5 fiber sites
- South Regional Wastewater Plant
- Waggoner Creek Wastewater Plant
- North Texarkana Wastewater Plant
- Assess remote lift stations (exact number to be determined during the planning phase)

Task 2.3 Assessment Methodology: Define the evaluation criteria to assess the functionality, reliability, and efficiency of the current SCADA systems. Analyze components such as hardware, software, network security, data management practices, and user interfaces. Engage with operational staff during site visits to gather qualitative feedback on system usability, existing challenges, and overall satisfaction with the current setup.

Task 2.4 Data Gathering and Documentation: Collect quantitative data (e.g., system performance metrics, downtime, maintenance records) and qualitative observations during the site visits. Document findings in a structured format, capturing both strengths and weaknesses of the current SCADA systems, and identifying any immediate concerns related to cybersecurity, redundancy, and maintenance practices.

Task 2.5 Task 2 Deliverables: Prepare a Technical Memorandum (TM) that compiles the collected data and analysis into a report summarizing the current state of all evaluated SCADA systems. Highlight key issues or areas needing urgent attention that will be further considered in the strategic improvement recommendations. Facilitate discussions with key TWU staff throughout the evaluation process to ensure that their concerns and insights are captured, which will inform the strategic recommendations in subsequent tasks. The TM will include:

- **Current State Technical Diagram of System:** Visual representation detailing the existing architecture of SCADA systems, including all components and connections.
- **Current State Technical Evaluation Report:** A detailed report summarizing the findings from the evaluation phase, including performance metrics, system weaknesses, and opportunities for improvement.



By the end of Task 2, the project team will have established a comprehensive understanding of the current SCADA infrastructure, which will serve as the foundation for developing targeted strategies for upgrades and improvements in later phases of the project.

Task 3 - Identification of Improvement Areas

As part of this task the project team will analyze the evaluation results to pinpoint strengths, weaknesses, and areas needing enhancements within the SCADA infrastructure. Focus will be on:

- System redundancy and backup systems
- Cybersecurity measures against internal and external threats
- Long-term maintenance and support strategies, with recommendations for reliable power sources

Task 4 - Recommendations for Consolidation and Upgrades

As part of this task, the project team will develop a comprehensive strategy for consolidating existing SCADA systems into a centralized, cloud-based infrastructure that enhances accessibility, security, and data management capabilities. The Recommended Strategic Plan for SCADA Infrastructure will include the following:

1. **Current State Technical Diagram of System:** Visual representation detailing the existing architecture of SCADA systems, including all components and connections.
2. **Current State Technical Evaluation Report:** A detailed report summarizing the findings from the evaluation phase, including performance metrics, system weaknesses, and opportunities for improvement.
3. **Recommended Future State Diagram of System:** A visual depiction of the proposed architecture of the SCADA system, outlining enhancements and optimizations. This should include a technical description of proposed changes and justifications.
4. **5-Year Plan with Timeline:** A structured plan detailing recommended projects, timelines, and cost estimates for implementation of proposed upgrades and consolidation efforts, aiming to achieve a desired end state within five years.
5. **Recommendations for Long-term Maintenance and Support:** Provide a set of recommendations regarding ongoing maintenance procedures, support schedules, and strategies to uphold the integrity and performance of the SCADA systems post-implementation.



Payment & Schedule of Values:

Cost for above tasks is as shown below:

Project Tasks	Cost
Task 1: Project Management & Data Collection	\$ 13,336
Task 2: Site Visit and Evaluation of Current SCADA System	\$ -
<i>Task 2.1: Site Visit Prep</i>	\$ 7,674
<i>Task 2.2: On-Site Survey of Existing SCADA Infrastructure</i>	\$ 13,419
<i>Task 2.3: Assessment of Methodology</i>	\$ 2,675
<i>Task 2.4: Data Gathering and Documentation</i>	\$ 3,390
<i>Task 2.5: Task 2 Deliverables</i>	\$ 31,696
Task 3: Identification of Improvement Areas	\$ 13,694
Task 4: Recommendations for Consolidation and Upgrade	\$ 36,434
Task 5: Final Report and Deliverables	\$ 26,232
TOTALS	\$ 148,551

Client Responsibility & Deliverables

TWU is responsible for understanding the proposed entire agreement including all incorporated and referenced documents as well as the applicable industry standards to which the work is performed. TWU also agrees to provide necessary data as requested within a reasonable amount of time. By signing this agreement, the TWU confirms that they have read and accepted the Terms and Conditions.

Project Timeline

TWU will allow 10 business days following contract execution for Holistic to mobilize and prepare SOV, RFI, etc. Following this period, the study is expected to take approximately 3 months.

Exclusions:

- Engineered drawings or stamped engineering documents
- Guarantee of savings or cost of potential solutions
- Providing work outside what is listed
- Taxes/Titles/Bonds

*****Signature Page on Following*****



Proposal Acceptance

Signature

Date

Printed Name

Title



Terms & Conditions

A. **ENTIRE AGREEMENT.** These Terms and Conditions, in combination with those documents incorporating them by reference, constitute the entire agreement (the "Agreement") between Holisus, LLC, d.b.a. "Holisus Utility Solutions" ("Consultant") and Texarkana Water Utilities ("Client") to perform the described services (the "Services"), and all subsequent, mutually agreed change orders. This Agreement supersedes all prior proposals or negotiations between the parties with respect to the subject Services. These terms and conditions will also apply to any contract or purchase order document issued by the Client for future services, whether or not it is expressly incorporated. In the event of any conflict between these terms and conditions and the provisions of any purchase order or other document, these terms and conditions shall control unless the conflicting document expressly supersedes specific provisions hereof. This Agreement may not be modified except in a writing executed by both parties.

B. **SERVICES.** The Services will be performed in material compliance with the provisions of the Agreement. Client has reviewed the Agreement in detail and agrees that the Services are appropriate to meet Client's needs and requirements. Unless specified elsewhere in the Agreement, Consultant shall furnish all technical and professional services, including labor, material, supplies, equipment, transportation, accommodation, subsistence and supervision of Consultant personnel, to perform the Services. Client acknowledges that Consultant may utilize third-party service providers in the performance of its obligations hereunder. Consultant shall at all times be an independent contractor and no persons involved in connection herewith shall be considered employees of the Client for any purpose.

C. **FEES, INVOICING AND PAYMENT.** Charges for all services shall be invoiced and paid in accordance with the Schedule of Values to be provided within 30 days of contract execution. Payment is due upon receipt of the invoice and Client agrees that payments shall be made within thirty (30) days of presentation of the invoice. Amounts not paid within thirty (30) days shall be subject to a late payment charge equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum amount allowed by applicable law. Should any invoice be in dispute, only that portion of the invoice in dispute may be held in abeyance until the dispute is resolved. Consultant may suspend or terminate further performance under this or other agreements with Client upon reasonable notice for the non-payment of invoices. Consultant shall have no responsibility or liability in connection with the Services, and Client shall have no right to rely on any report or other materials delivered, until all invoices have been paid in full. Consultant shall be entitled to all legal fees, including but not limited to attorney's fees associated with any attempt to collect on unpaid invoices associated with the Services.

D. **CONFIDENTIALITY.** Information which the Client identifies as confidential upon provision to Consultant and which is not publicly available will be treated as confidential in accordance with industry customs or standards. However, Consultant shall have no liability to Client or any third party for disclosure of confidential information in notifications or reports which reveal potential issues related to the health, safety or welfare of the general public; subject to court order or other mandate; and/or further subject to public policy considerations. Consultant shall have no liability to Client or any third party for notifications or reports made in accordance with such laws or orders and Client shall defend, indemnify and hold harmless Consultant from and against any and all claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, incurred by Consultant in connection with such notifications or reports.

E. **LIMITATION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOSS OF INCOME, PROFITS OR DATA OR DIMINUTION OF VALUE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF, OR HAD REASON TO KNOW OF, THE POSSIBILITY OF SUCH DAMAGES. CLIENT AND CONSULTANT AGREE THAT CONSULTANT'S AGGREGATE LIABILITY TO THE CLIENT AND ALL THIRD PARTIES IN CONNECTION WITH THE SERVICES SHALL BE LIMITED TO GENERAL MONEY DAMAGES NOT TO EXCEED TWENTY THOUSAND DOLLARS (\$20,000.00). THIS LIMITATION SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION OR LEGAL THEORY PLED OR ASSERTED. THE PARTIES ACKNOWLEDGE THAT THEY HAVE CONSIDERED THE ALLOCATION OF RISK PRESENTED BY THE PROVISIONS OF THIS PARAGRAPH AND THAT THE ALLOCATION IS REASONABLE UNDER ALL FACTS AND CIRCUMSTANCES SURROUNDING THE AGREEMENT.

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Proposal #12202024-01
SCADA Strategic Plan

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O. NO WAIVER. The failure of either party to exercise any right or remedy hereunder or to take any action permitted on a breach by the other party shall not be deemed a waiver of such right or remedy or of any other rights or subsequent breach of a like or different nature.

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Q. RETENTION OF CONSULTANT'S DOCUMENTS. With the exception of Consultant submittals to Client, all documents, including, without limitation, historical research, field data, field notes, laboratory test data, calculations and analyses prepared as instruments of service shall remain the property of Consultant. Consultant will retain all pertinent records relating to the services performed for a period of eighteen months following the completion of Consultant's services. After this period, they may be discarded.

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S. SUBCONTRACTORS. Consultant may subcontract any part of its performance under this Contract. Any subcontractor shall be treated under the Contract as if they were employees of Consultant, except in regard to fees

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☒ Provide a Safe Community ☒ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☒ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☒ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☐ None Required	☐

Other:

RESOLUTION NO. 2025 - 015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE PURCHASE OF CONSULTING SERVICES FOR A SCADA ASSESSMENT FROM HOLISTIC UTILITY SOLUTIONS THROUGH THE TIPS COOPERATIVE PURCHASING PROGRAM IN AN AMOUNT NOT TO EXCEED \$148,551.00 WITH FUNDS BUDGETED IN THE TEXARKANA WATER UTILITIES TECHNOLOGY FUND; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Texarkana Water Utilities needs an assessment of all its industrial operational technology in order to effectively modernize and secure it to increase effectiveness and efficiency of the industrial systems to preserve or protect the public health of the City's residents; and

WHEREAS, the FY 2024-25 budget and appropriations make available sufficient funds in the Texarkana Water Utilities Technology Fund to procure from Holistic Utility Solutions a SCADA Assessment and Strategic Plan in an amount to not exceed \$148,551.00, with the Texas portion being \$85,847.62 [ATTH 01] through the TIPS Purchasing Program, Contract No. 230601, a procurement program which complies with Texas competitive purchasing requirements; and

WHEREAS, the City Council, being informed of the nature and proposed use of funds, determines that the purchase of such an assessment will be in the best interest and will promote the safety and general welfare of the community.

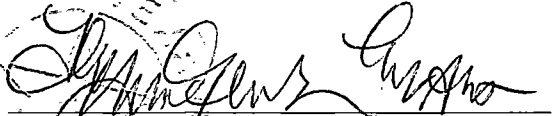
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The City Council approves and authorizes the purchase of a SCADA Assessment and Strategic Plan for the Texarkana Water Utilities, procured from Holistic Utility Solutions through the TIPS Program, at a purchase price not to exceed \$148,551.00 with the Texas portion being \$85,847.62, with funds budgeted in the Texarkana Water Utilities Technology Fund; and the City Manager is authorized to execute any and all documents necessary for this procurement and to effectuate the purpose of this resolution.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the 13th day of January, 2025.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:24 p.m.

Attachment: 2025-015 RES SCADA Assessment signed (4412 : 2025-015 RES Authorizing Purchase of SCADA Assessment)



2025-015 ATTH 01
 Proposal #12202024-01
 SCADA Strategic Plan

Proposal #12202024-01

TIPS Contract #230601 - Consulting and Other Related Services

From: Holistic Utility Solutions

129 S. Main St. Suite 260
 Grapevine, TX 76051

Contact:

Ira Nicodemus

Phone/Email:

214-384-3819/ ira@HolisticUS.com

To: Brandon Uselton

801 Wood St.
 Texarkana, TX 75501

Date:

December 20, 2024

Project:

SCADA Strategic Plan

Project Overview:

This project aims to evaluate the current state of the SCADA infrastructure of the Texarkana Water Utility (TWU) and provide a strategic plan for upgrading its systems, ensuring long-term improvement, consolidation, and heightened cybersecurity measures. Holistic Utility Solutions will serve as the lead firm, managing overall operations and client relations, while Smart Water Analytics, along with EDEC Inc. and other specialists, will handle the technical specifications and data management systems.

Scope of Work:

This scope of work outlines the structured approach for enhancing the SCADA infrastructure of the Texarkana Water Utility, with a focus on technical improvements, consolidating systems, and ensuring both current and future operational excellence.

Task 1 Project Management and Data Collection

Holistic Utility Solutions (HUS) will oversee all project components, coordinate with TWU staff, manage timelines, and ensure deliverables are met. Smart Water Analytics and EDEC Inc. will work collaboratively on the technical assessment and will present their findings and recommendations in organized formats conducive for stakeholder review.

Task 2: Site Visit and Evaluation of Current SCADA Systems

The objective of Task 2 is to conduct a comprehensive evaluation of the existing SCADA infrastructure for the water and wastewater systems of the Texarkana Water Utility. This will involve gathering detailed information through an on-site assessment, which will inform the strategic planning and recommendations for system improvements.



Task 2.1 Preparation for Site Visit: The project team will schedule an onsite visit to each facility within the water production and wastewater treatment systems. Prior to the visit, the team will review available documentation, including existing system architecture, operational protocols, and previous evaluations or audits, to gain initial insights into the current SCADA systems in place.

Task 2.2 On-Site Survey of Existing SCADA Infrastructure: Conduct detailed surveys of the following water production and wastewater management facilities:

- Wright Patman Plant
- Millwood Plant
- Graphic Packaging Plant Intake
- Remote Water Tanks, Standing Pipes, and associated delivery operations, including 20 cellular and 5 fiber sites
- South Regional Wastewater Plant
- Waggoner Creek Wastewater Plant
- North Texarkana Wastewater Plant
- Assess remote lift stations (exact number to be determined during the planning phase)

Task 2.3 Assessment Methodology: Define the evaluation criteria to assess the functionality, reliability, and efficiency of the current SCADA systems. Analyze components such as hardware, software, network security, data management practices, and user interfaces. Engage with operational staff during site visits to gather qualitative feedback on system usability, existing challenges, and overall satisfaction with the current setup.

Task 2.4 Data Gathering and Documentation: Collect quantitative data (e.g., system performance metrics, downtime, maintenance records) and qualitative observations during the site visits. Document findings in a structured format, capturing both strengths and weaknesses of the current SCADA systems, and identifying any immediate concerns related to cybersecurity, redundancy, and maintenance practices.

Task 2.5 Task 2 Deliverables: Prepare a Technical Memorandum (TM) that compiles the collected data and analysis into a report summarizing the current state of all evaluated SCADA systems. Highlight key issues or areas needing urgent attention that will be further considered in the strategic improvement recommendations. Facilitate discussions with key TWU staff throughout the evaluation process to ensure that their concerns and insights are captured, which will inform the strategic recommendations in subsequent tasks. The TM will include:

- **Current State Technical Diagram of System:** Visual representation detailing the existing architecture of SCADA systems, including all components and connections.
- **Current State Technical Evaluation Report:** A detailed report summarizing the findings from the evaluation phase, including performance metrics, system weaknesses, and opportunities for improvement.



By the end of Task 2, the project team will have established a comprehensive understanding of the current SCADA infrastructure, which will serve as the foundation for developing targeted strategies for upgrades and improvements in later phases of the project.

Task 3 - Identification of Improvement Areas

As part of this task the project team will analyze the evaluation results to pinpoint strengths, weaknesses, and areas needing enhancements within the SCADA infrastructure. Focus will be on:

- System redundancy and backup systems
- Cybersecurity measures against internal and external threats
- Long-term maintenance and support strategies, with recommendations for reliable power sources

Task 4 - Recommendations for Consolidation and Upgrades

As part of this task, the project team will develop a comprehensive strategy for consolidating existing SCADA systems into a centralized, cloud-based infrastructure that enhances accessibility, security, and data management capabilities. The Recommended Strategic Plan for SCADA Infrastructure will include the following:

1. **Current State Technical Diagram of System:** Visual representation detailing the existing architecture of SCADA systems, including all components and connections.
2. **Current State Technical Evaluation Report:** A detailed report summarizing the findings from the evaluation phase, including performance metrics, system weaknesses, and opportunities for improvement.
3. **Recommended Future State Diagram of System:** A visual depiction of the proposed architecture of the SCADA system, outlining enhancements and optimizations. This should include a technical description of proposed changes and justifications.
4. **5-Year Plan with Timeline:** A structured plan detailing recommended projects, timelines, and cost estimates for implementation of proposed upgrades and consolidation efforts, aiming to achieve a desired end state within five years.
5. **Recommendations for Long-term Maintenance and Support:** Provide a set of recommendations regarding ongoing maintenance procedures, support schedules, and strategies to uphold the integrity and performance of the SCADA systems post-implementation.



Payment & Schedule of Values:

Cost for above tasks is as shown below:

Project Tasks	Cost
Task 1: Project Management & Data Collection	\$ 13,336
Task 2: Site Visit and Evaluation of Current SCADA System	\$ -
<i>Task 2.1: Site Visit Prep</i>	\$ 7,674
<i>Task 2.2: On-Site Survey of Existing SCADA Infrastructure</i>	\$ 13,419
<i>Task 2.3: Assessment of Methodology</i>	\$ 2,675
<i>Task 2.4: Data Gathering and Documentation</i>	\$ 3,390
<i>Task 2.5: Task 2 Deliverables</i>	\$ 31,696
Task 3: Identification of Improvement Areas	\$ 13,694
Task 4: Recommendations for Consolidation and Upgrades	\$ 36,434
Task 5: Final Report and Deliverables	\$ 26,232
TOTALS	\$ 148,551

Client Responsibility & Deliverables

TWU is responsible for understanding the proposed entire agreement including all incorporated and referenced documents as well as the applicable industry standards to which the work is performed. TWU also agrees to provide necessary data as requested within a reasonable amount of time. By signing this agreement, the TWU confirms that they have read and accepted the Terms and Conditions.

Project Timeline

TWU will allow 10 business days following contract execution for Holistic to mobilize and prepare SOV, RFI, etc. Following this period, the study is expected to take approximately 3 months.

Exclusions:

- Engineered drawings or stamped engineering documents
- Guarantee of savings or cost of potential solutions
- Providing work outside what is listed
- Taxes/Titles/Bonds

*****Signature Page on Following*****



2025-015 ATTH 01
Proposal #12202024-01
SCADA Strategic Plan

Proposal Acceptance

David Orr
Signature

DAVID ORR
Printed Name

1/14/25
Date

CITY MANAGER
Title

Attachment: 2025-015 RES SCADA Assessment signed (4412 : 2025-015 RES Authorizing Purchase of SCADA Assessment)



2025-015 ATTH 01
Proposal #12202024-01
SCADA Strategic Plan

Terms & Conditions

A. ENTIRE AGREEMENT. These Terms and Conditions, in combination with those documents incorporating them by reference, constitute the entire agreement (the "Agreement") between Holisus, LLC, d.b.a. "Holistic Utility Solutions" ("Consultant") and Texarkana Water Utilities ("Client") to perform the described services (the "Services"), and all subsequent, mutually agreed change orders. This Agreement supersedes all prior proposals or negotiations between the parties with respect to the subject Services. These terms and conditions will also apply to any contract or purchase order document issued by the Client for future services, whether or not it is expressly incorporated. In the event of any conflict between these terms and conditions and the provisions of any purchase order or other document, these terms and conditions shall control unless the conflicting document expressly supersedes specific provisions hereof. This Agreement may not be modified except in a writing executed by both parties.

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R. NO ASSIGNMENT. Neither party shall assign their rights under this Agreement to any third party, including, but not limited to, any heirs, devisees, representatives, successors, assigns, affiliates, and subsidiaries of the parties or any partnership, corporation or other entity controlled by the parties or which control the parties without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Each party, and the person executing on behalf of such party, represent and warrant that such person has the full power and authority to bind the party represented.

S. SUBCONTRACTORS. Consultant may subcontract any part of its performance under this Contract. Any subcontractor shall be treated under the Contract as if they were employees of Consultant, except in regard to fees

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 12/6/2024 9:32 AM

Lead Department: Information Technology **Action Officer:** Brandon Uselton, IT Director
Resolution No. 2024-140 authorizing the City Manager to accept an Enterprise Agreement proposal from SHI Government Solutions of Austin, Texas, for Microsoft Licenses for the City of Texarkana, Texas, utilizing Texas State DIR pricing with funds budgeted in City Technology Fund (Fund 115).

Subject: pricing with funds budgeted in City Technology Fund (Fund 115).

Briefing: 1/13/2025 **Public Hearing:** **Council Vote:** 1/13/2025

Item Schedule

Schedule 2: Brief once - vote once (two weeks)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

A 3-year agreement renewal between the City of Texarkana and SHI Government Solution for the purchase of Microsoft Enterprise Licensing at the State DIR price totaling \$246,500.04 over a three-year period with three payments of \$82,166.68. Utilizing an Enterprise agreement to purchase the necessary Microsoft licensure will ensure consistency of Microsoft products across the City.

Potential Options:

None

Fiscal Implications:

Funds are budgeted in the City Technology Fund (Fund 115).

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

City of Texarkana, Texas

- a. 2024-140 RES TEX Microsoft Enterprise Agreement (DOCX)
- b. 2024-140 EXH 'A' EA Packet(PDF)
- c. 2024-140 EXH 'B' SHI Quote-25428609 (PDF)
- d. 2024-140 Goals & Perspectives (DOCX)

Staff Coordination

Information Technology	Completed	Brandon Uselton	Department Head Review	
			11/20/2024 8:41 AM	
Finance Department	Kristin Peeples	Finance Review	Completed	11/25/2024
8:21 AM				
City Manager	David Orr	City Manager Review	Completed	12/02/2024
8:13 AM				
City Council	Jennifer Evans	Meeting	Completed	01/13/2025
6:00 PM				

Meeting History

12/09/24	City Council	MOVED FORWARD	Next: 01/13/25
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RESOLUTION NO. 2024-140

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT AN ENTERPRISE AGREEMENT PROPOSAL FROM SHI GOVERNMENT SOLUTIONS OF AUSTIN, TEXAS, FOR MICROSOFT LICENSES UTILIZING TEXAS STATE DIR PRICING WITH FUNDS BUDGETED IN THE CITY TECHNOLOGY FUND (FUND 115) AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A FINAL ENTERPRISE AGREEMENT AT A TOTAL COST OVER A THREE-YEAR PERIOD NOT TO EXCEED \$246,500.04; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Information Technology Department budgets and requests software licenses for the computer systems of Texarkana, Texas; and

WHEREAS, utilizing an Enterprise Agreement to purchase these licenses will allow for software consistency across departments; and

WHEREAS, the execution of this Enterprise Agreement will continue the maintenance on existing Microsoft licenses; and

WHEREAS, SHI Government Solutions of Austin, Texas, is an authorized Texas DIR vendor (Contract DIR-CPO-5237) for Microsoft Volume Licensing Programs; and

WHEREAS, the type and number of licenses to be acquired through this purchase agreement are shown on the attached document marked as **Exhibit “A”**; and

WHEREAS, the City of Texarkana, Texas, has received a proposed Microsoft Enterprise Agreement quote from SHI Government Solutions of Austin, Texas, for Microsoft licensing, a copy of which is attached hereto as **Exhibit “B”**; and

WHEREAS, the proposed agreement from SHI Government Solutions of Austin, Texas, for the Enterprise Agreement is for a proposed term of three (3) years and will be paid in annual payments in an amount not to exceed \$82,166.68 per year, for a total cost not to exceed \$246,500.04 in a three-year term; and

WHEREAS, the funds are appropriated in the City’s Technology Fund (Fund 115).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The City Manager be and is hereby authorized to execute an Enterprise Agreement with SHI Government Solutions of Austin, Texas, for software licensing, over a three (3) year period, in an amount not to exceed \$82,166.68 per year for a total cost not to exceed \$246,500.04.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **13th day of January, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR



Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number

4942672

5-0000012171955

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10636
Enterprise Amendment	M97(NEW)
Product Selection Form	2752206.003_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Texarkana TX
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Attachment: 2024-140 EXH 'A' EA Packet (4347 : 2024-140 RES TEX Microsoft Enterprise Agreement)

Microsoft Affiliate
Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation

Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Attachment: 2024-140 EXH 'A' EA Packet (4347 : 2024-140 RES TEX Microsoft Enterprise Agreement)

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

61526580

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

77004157

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means [*****.microsoft.com/licensing/contracts](https://www.microsoft.com/licensing/contracts) or a successor site.

2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

- ☒ Enrolled Affiliate only
- ☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at [*****.microsoft.com/licensing/servicecenter](https://www.microsoft.com/licensing/servicecenter).

- a. Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Texarkana TX

Contact name: First* Brandon **Middle** **Last*** Uselton

Contact email address* brandonu@txkusa.org

Street address* 220 Texas Boulevard

City* Texarkana

State* TX

Postal code* 75501-5625 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 903-792-8855

Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Brandon **Middle** **Last*** Uselton

Contact email address* brandonu@txkusa.org

Street address* 220 Texas Boulevard

City* Texarkana

State* TX

Postal code* 75501-5625 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 903-792-8855

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Brandon **Middle** **Last*** Uselton

Contact email address* brandonu@txkusa.org

Phone* 903-792-8855

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.

Street address (PO boxes will not be accepted)* 290 Davidson Ave

City* Somerset

State* NJ

Postal code* 08873-4145

Country* United States

Contact name* Alexis Levers.

Phone* 7325648515

Contact email address* msteam@shi.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* *Alexis Levers.*

Printed name* Alexis Levers.

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. ***Financing elections.***

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Electronically Submitted

Attachment: 2024-140 EXH 'A' EA Packet (4347 : 2024-140 RES TEX Microsoft Enterprise Agreement)

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Texarkana TX

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	77004157	X	

Attachment: 2024-140 EXH 'A' EA Packet (4347 : 2024-140 RES TEX Microsoft Enterprise Agreement)



Volume Licensing

Amendment to Contract Documents

Enrollment Number

5-0000012171955

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAA-11924	O365 G3 FSA Renewal GCC Sub Per User	160	0
AAA-12417	CCAL Bridge O365 FSA Renewal Sub Platform Per User	200	0
AAA-12415	CCAL Bridge O365 Sub Platform Per User	60	0
AAA-11894	O365 G3 GCC Sub Per User	100	0
7R6-00001	O365 G1 FSA GCC Renewal Sub Per User	92	0
AAA-12416	CCAL Bridge O365 FSA Renewal Sub Per User	92	0
P3U-00001	Visio P2 GCC Sub Per User	1	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	0	352

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B
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Attachment: 2024-140 EXH 'A' EA Packet (4347 : 2024-140 RES TEX Microsoft Enterprise Agreement)

Proposal ID

2752206.003

Language: English (United States)

Enrollment Number

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	211	260	0.8	User Licenses
Field Worker	92	92	1.0	User Licenses
Total	303	352		

Products	Enterprise Quantity	Field Worker Quantity
Office 365 Plans		
O365 G3 GCC	100	
O365 G1 GCC FromSA Renewal	-	9
O365 G3 GCC FromSA Renewal	160	
Client Access License (CAL)		
Core CAL		
Bridge for Office 365	60	
Core CAL Bridge O365 FSA Renewal	200	9
Windows Desktop		
Windows Enterprise OS Upgrade	211	

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	260	352	0	211

Enrolled Affiliate's Price Level:

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.

Note 3: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Note 4: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 5: Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).

Attachment: 2024-140 EXH 'A' EA Packet (4347 : 2024-140 RES TEX MICROSOFT ENTERPRISE AGREEMENT)



Pricing Proposal

Quotation #: 25428609

Reference #: EA 77004157 Budgetary Renewal

Created On: 10/16/2024

Valid Until: 10/31/2024

City of Texarkana

Brandon Uselton

TX

United States

Phone:

Fax:

Email: brandonu@txkusa.org

Microsoft Inside Account Manager

Vivien Cruz

290 Davidson Ave.

Somerset, NJ 08873

Phone: 732-868-5926

Fax:

Email: vivien_cruz@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	CCAL Bridge O365 FSA Renewal Sub Per User Microsoft - Part#: AAA-12416 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 1/1/2025 – 12/31/2025 Note: 12 months, Year 1 of 3 Commitment, Budgetary Renewal	92	\$16.80	\$1,545.60
2	CCAL Bridge O365 FSA Renewal Sub Platform Per User Microsoft - Part#: AAA-12417 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 1/1/2025 – 12/31/2025 Note: 12 months, Year 1 of 3 Commitment, Budgetary Renewal	200	\$15.84	\$3,168.00
3	CCAL Bridge O365 Sub Platform Per User Microsoft - Part#: AAA-12415 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 1/1/2025 – 12/31/2025 Note: 12 months, Year 1 of 3 Commitment, Budgetary Renewal	60	\$18.96	\$1,137.60
4	O365 G1 FSA GCC Renewal Sub Per User Microsoft - Part#: 7R6-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 1/1/2025 – 12/31/2025 Note: 12 months, Year 1 of 3 Commitment, Budgetary Renewal	92	\$79.08	\$7,275.36
5	O365 G3 FSA Renewal GCC Sub Per User Microsoft - Part#: AAA-11924 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 1/1/2025 – 12/31/2025 Note: 12 months, Year 1 of 3 Commitment, Budgetary Renewal	160	\$212.52	\$34,003.20
6	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: Adobe/Microsoft Software & Related Services	100	\$250.08	\$25,008.00

7	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 1/1/2025 – 12/31/2025 Note: 12 months, Year 1 of 3 Commitment, Budgetary Renewal	1	\$139.44	\$139.44
8	Win Enterprise Device ALng SA Platform Microsoft - Part#: KV3-00353 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 1/1/2025 – 12/31/2025 Note: 12 months, Year 1 of 3 Commitment, Budgetary Renewal	211	\$46.12	\$9,731.32
9	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 1/1/2025 – 12/31/2025 Note: 12 months, Year 1 of 3 Commitment, Budgetary Renewal	8	\$19.77	\$158.16
			Total	\$82,166.68

Additional Comments

Year 1: \$82,166.68
Year 2: \$82,166.68
Year 3: \$82,166.68
Total: \$246,500.04

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☒ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☒ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☒ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☒ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☒ None Required	☐

Other:

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 1/7/2025 8:38 AM

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary
Subject: Resolution No. 2025-001 naming the Bringle Lake Park Trail as the "John & Julie-Ray Harrison Trail".

Briefing: 2/10/2025 **Public Hearing:** **Council Vote:** 2/10/2025

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

John & Julie-Ray Harrison, founders of Partnership for the Pathway; founded this nonprofit organization and have dedicated over a decade to securing funding and constructing trails across Texarkana, USA, benefiting countless residents and visitors.

The naming of this trail will stand as a tribute to John & Julie-Ray Harrison's vision, determination, and success in transforming their dream of 'blazing trails' into a legacy for Texarkana, USA.

Potential Options:

- Approve naming of trail
- Not approve naming of trail

Fiscal Implications:

Funds for the cost of signs will be provided by Partnership for the Pathways.

Staff Recommendation:

Staff recommends for approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

City of Texarkana, Texas

- a. 2025-001 RES Naming BL Trail - Harrison (DOCX)
- b. 2025-001 Goals & Perspectives (DOCX)

Staff Coordination

City Manager	Jennifer Evans	Department Head Review	Completed
	12/16/2024 1:41 PM		
Parks, Recreation & Health		Robby Robertson	Review Completed
	12/16/2024 4:31 PM		
City Manager	David Orr	City Manager Review Completed	12/17/2024
8:18 AM			
City Council	Jennifer Evans	Meeting	Completed 01/13/2025
6:00 PM			

Meeting History

RESOLUTION NO. 2025-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY FOR OFFICIALLY NAMING THE BRINGLE LAKE TRAIL AT BRINGLE LAKE PARK THE “JOHN & JULIE-RAY HARRISON TRAIL” IN HONOR OF THEIR COMMITMENT AND COMMUNITY SERVICE FOR OVER A DECADE IN SECURING FUNDING AND BUILDING TRAILS ACROSS TEXARKANA, USA; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City takes pride in recognizing citizens who transform small ideas into impactful initiatives, fostering physical and mental well-being through recreational opportunities for all; and

WHEREAS, John & Julie-Ray Harrison, founders of Partnership for the Pathway; founded this nonprofit organization and have dedicated over a decade to securing funding and constructing trails across Texarkana, USA, benefiting countless residents and visitors; and

WHEREAS, residents and visitors are encouraged to explore these trails, enhancing their physical health, mental well-being, and connection to nature in Texarkana’s scenic outdoors; and

WHEREAS, the City of Texarkana, Texas, seeks to honor the Harrisons by officially naming the Bringle Lake Park trail (as detailed in **Exhibit 'A'**) the '**John & Julie-Ray Harrison Trail**,' celebrating their resilience and dedication in developing scenic trails throughout Texarkana; and

WHEREAS, the appropriate signage will be installed to meet the codes, guidelines and policies of the city; and

WHEREAS, the naming of this trail will stand as a tribute to John & Julie-Ray Harrison’s vision, determination, and success in transforming their dream of 'blazing trails' into a legacy for Texarkana, USA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The City Council of the City of Texarkana, Texas, authorizes the City Manager to execute all documents necessary to officially designate the Bringle Lake Trail at Bringle Lake Park as the '**John & Julie-Ray Harrison Trail**,' honoring their dedication to the Texarkana community,

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **10th day of February, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☐ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☒ Model a Positive City Image ☐ Deliver Efficient Services ☒ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☐ None Required	☐

Other:

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 2/7/2025 10:52 AM

Lead Department: Information Technology **Action Officer:** Brandon Uselton, IT Director
Resolution No. 2025-002 authorizing the City Manager to accept an Enterprise Agreement proposal from SHI Government Solutions of Austin, Texas, for Microsoft Licenses for the Texarkana Water Utilities, utilizing Texas State DIR pricing with funds budgeted in TWU Technology Fund, totaling \$161,526.96 over three years, with the Texas portion totaling \$93,346.43 over three years.

Subject: over three years, with the Texas portion totaling \$93,346.43 over three years.

Briefing: 2/10/2025 **Public Hearing:** **Council Vote:** 2/10/2025

Item Schedule

Schedule 2: Brief once - vote once (two weeks)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

A 3-year agreement renewal between the Texarkana Water Utilities and SHI Government Solutions for the purchase of Microsoft Enterprise Licensing at the State DIR price totaling \$161,526.96 over a three year period with three payments of \$53,842.32, with the Texas portion being \$31,115.48 each year. Utilizing an Enterprise agreement to purchase the necessary Microsoft Licensure will ensure consistency of Microsoft products access the Utility.

Potential Options:

None

Fiscal Implications:

Funds are budgeted in the TWU Technology Fund

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

City of Texarkana, Texas

Attachments

- a. 2025-002 RES TWU Microsoft Enterprise Agreement (DOCX)
- b. 2025-002 EXH 'A' TWU Enterprise Agreement (PDF)
- c. 2025-002 EXH 'B' SHI Quote 25437199 (PDF)
- d. 2025-002 Goals & Perspectives (DOCX)

Staff Coordination

Information Technology	Completed	Brandon Uselton	Department Head Review	
		01/08/2025 10:55 AM		
TWU Finance	Tricia Briggs	TWU Finance Review	Completed	01/08/2025
10:56 AM				
Water Utilities	Gary Smith	Review	Completed	01/08/2025
1:31 PM				
City Manager	David Orr	City Manager Review	Completed	01/09/2025
11:47 AM				
City Council	Jennifer Evans	Meeting	Completed	01/13/2025
6:00 PM				

Meeting History

RESOLUTION NO. 2025-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT AN ENTERPRISE AGREEMENT PROPOSAL FROM SHI GOVERNMENT SOLUTIONS OF AUSTIN, TEXAS, FOR MICROSOFT LICENSES UTILIZING TEXAS STATE DIR PRICING WITH FUNDS BUDGETED IN THE TEXARKANA WATER UTILITIES TECHNOLOGY FUND AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A FINAL ENTERPRISE AGREEMENT AT A TOTAL COST OVER A THREE-YEAR PERIOD NOT TO EXCEED \$161,526.96 WITH THE TEXAS PORTION BEING \$93,346.43; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Information Technology Department budgets and requests software licenses for the computer systems of the Texarkana Water Utilities; and

WHEREAS, utilizing an Enterprise Agreement to purchase these licenses will allow for software consistency across departments; and

WHEREAS, the execution of this Enterprise Agreement will continue the maintenance on existing Microsoft licenses; and

WHEREAS, SHI Government Solutions of Austin, Texas, is an authorized Texas DIR vendor (Contract DIR-CPO-5237) for Microsoft Volume Licensing Programs; and

WHEREAS, the type and number of licenses to be acquired through this purchase agreement are shown on the attached document marked as **Exhibit “A”**; and

WHEREAS, the City of Texarkana, Texas, has received a proposed Microsoft Enterprise Agreement quote from SHI Government Solutions of Austin, Texas, for Microsoft licensing, a copy of which is attached hereto as **Exhibit “B”**; and

WHEREAS, the proposed agreement from SHI Government Solutions of Austin, Texas, for the Enterprise Agreement is for a proposed term of three (3) years and will be paid in annual payments in an amount not to exceed \$53,842.32 per year, with the Texas portion being \$31,115.48 per year, for a total cost not to exceed \$161,526.96 in a three-year term with the total Texas portion being \$93,346.43 over that three-year term; and

WHEREAS, the funds are appropriated in the Texarkana Water Utilities’ Technology Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The City Manager be and is hereby authorized to execute an Enterprise Agreement with SHI Government Solutions of Austin, Texas, for software licensing, over a three (3) year

period, in an amount not to exceed \$53,842.32 per year, with the Texas portion being \$31,115.48 per year, for a total cost not to exceed \$161,526.96 in a three-year term with the total Texas portion being \$93,346.43 over that three-year term.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **10th day of February, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR



Volume Licensing

Program Signature Form

MBA/MBSA number

5-0000012427165

Agreement number

01E73535

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10636
Sub250 Form	W29
Product Selection Form	2804967.004 PSF
Enterprise Amendment	M97 (NEW)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer

Name of Entity (must be legal entity name)* City of Texarkana, AR & City of Texarkana, TX d/b/a Texarkana Water Utilities

Signature*

Printed First and Last Name*

Printed Title

Signature Date*

Tax ID

* indicates required field

Attachment: 2025-002 EXH 'A' TWU Enterprise Agreement (4393 : 2025-002 RES TWU Microsoft Enterprise Agreement)

Microsoft Affiliate
Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

* indicates required field

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

53748208

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

65836451

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements. Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment. Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products. For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers. Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.
 - (i) Adding new Products not previously ordered. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) Adding Licenses for previously ordered Products. Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements. Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
 - (i) Enterprise Products. For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) Additional Products. For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) Online Services. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
 - (iv) Subscription License reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
 - (v) Update statement. An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- (vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. Setting Prices. Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. If Enrolled Affiliate elects not to renew.
 - (i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) Cancellation during Extended Term. At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. **Enrolled Affiliate's Enterprise.**

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

- ☒ Enrolled Affiliate only
☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

2. **Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. Primary contact. This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Texarkana, AR & City of Texarkana, TX
 d/b/a Texarkana Water Utilities

Contact name: First* Brandon Middle Last* Uselton

Contact email address* brandonu@txkusa.org

Street address* 801 Wood Street

City* Texarkana

State* TX

Postal code* 75501-5221 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* (903) 798-3800

Tax ID

* indicates required fields

- b. Notices contact and Online Administrator. This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Brandon Middle Last* Uselton

Contact email address* brandonu@txkusa.org

Street address* 801 Wood Street

City* Texarkana

State* TX

Postal code* 75501-5221 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* (903) 798-3800

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

* indicates required fields

- c. Online Services Manager. This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Brandon Middle Last* Uselton

Contact email address* brandonu@txkusa.org

Phone* (903) 798-3800

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

* indicates required fields

- d. Reseller information. Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.

Street address (PO boxes will not be accepted)* 290 Davidson Ave

City* Somerset

State* NJ

Postal code* 08873-4145

Country* United States

Contact name* Joshua Cho

Phone* 888-764-8888

Contact email address* Msteam@shi.com

* indicates required fields

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Joshua Cho

Printed name* Joshua Cho

Printed title*

Date*

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. Otherwise, the notices contact and Online Administrator remains the default.
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Electronically Submitted

Attachment: 2025-002 EXH 'A' TWU Enterprise Agreement (4393 : 2025-002 RES TWU Microsoft Enterprise Agreement)

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Texarkana, AR & City of Texarkana, TX d/b/a Texarkana Water Utilities
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (not the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	65836451	X	X



Volume Licensing

Enterprise

Sub 250 Program Amendment ID W29

The parties agree that the Enrollment is amended as follows:

1. On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. **Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:**

- a. Minimum Order Requirements. Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) Initial Order. Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) If choosing Enterprise Products. If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) Country of Usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
 - (v) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	☒
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By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
Enterprise	65836451	1/31/2025

Electronically Submitted

Attachment: 2025-002 EXH 'A' TWU Enterprise Agreement (4393 : 2025-002 RES TWU Microsoft Enterprise Agreement)

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

2804967.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	96	121	0.8	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G3 GCC	21
O365 G3 GCC FromSA Renewal	96
Client Access License (CAL)	
Enterprise CAL	
Bridge for Office 365	121
Enterprise CAL Bridge O365 FSARenew	108
Windows Desktop	
Windows Enterprise OS Upgrade	96

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	121	121	0	96

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Attachment: 2025-002 EXH 'A' TWU Enterprise Agreement (4393 : 2025-002 RES TWU Microsoft Enterprise Agreement)

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.

Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Note 5: Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).

Attachment: 2025-002 EXH 'A' TWU Enterprise Agreement (4393 : 2025-002 RES TWU Microsoft Enterprise Agreement)



Volume Licensing

Amendment to Contract Documents

Enrollment Number

5-0000012427165

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAA-11924	O365 G3 FSA Renewal GCC Sub Per User	96	0
AAA-12436	ECAL Bridge O365 FSA Renewal Platform Sub Per User	108	0
AAA-12428	ECAL Bridge O365 Platform Sub Per User	13	0
AAA-11894	O365 G3 GCC Sub Per User	25	0
P3U-00001	Visio P2 GCC Sub Per User	7	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	0	121

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Dec2024)(IU).docx		M97	B
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Pricing Proposal

Quotation #: 25437199

Reference #: EA 65836451 - Budgetary Renewal

Created On: 10/17/2024

Valid Until: 10/31/2024

TX-City of Texarkana Water Utilities

Brandon Uselton

808 Olive Street
STE A
Texarkana, TX
United States
Phone: (903) 798-3830
Fax:
Email: brandonu@txkusa.org

Microsoft Inside Account Manager

Vivien Cruz

290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-868-5926
Fax:
Email: vivien_cruz@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	ECAL Bridge O365 FSA Renewal Platform Sub Per User Microsoft - Part#: AAA-12436 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: 12 months, Year 1 of 3 Commitment, Budgetary Renewal	108	\$33.24	\$3,589.92
2	ECAL Bridge O365 Platform Sub Per User Microsoft - Part#: AAA-12428 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: 12 months, Year 1 of 3 Commitment, Budgetary Renewal	13	\$38.16	\$496.08
3	O365 G3 FSA Renewal GCC Sub Per User Microsoft - Part#: AAA-11924 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: 12 months, Year 1 of 3 Commitment, Budgetary Renewal	96	\$212.52	\$20,401.92
4	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: 12 months, Year 1 of 3 Commitment, Budgetary Renewal	25	\$250.08	\$6,252.00
5	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: 12 months, Year 1 of 3 Commitment, Budgetary Renewal	8	\$637.50	\$5,100.00
6	Visio P2 GCC Sub Per User	7	\$139.44	\$976.08

Microsoft - Part#: P3U-00001
 Contract Name: Adobe/Microsoft Software & Related Services
 Contract #: DIR-CPO-5237
 Coverage Term: 2/1/2025 – 1/31/2026
Note: 12 months, Year 1 of 3 Commitment, Budgetary Renewal

7	Win Enterprise Device ALng SA Platform Microsoft - Part#: KV3-00353 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: 12 months, Year 1 of 3 Commitment, Budgetary Renewal	96	\$46.12	\$4,427.52
8	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: 12 months, Year 1 of 3 Commitment, Budgetary Renewal	64	\$125.19	\$8,012.16
9	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 Note: 12 months, Year 1 of 3 Commitment, Budgetary Renewal	232	\$19.77	\$4,586.64
Total				\$53,842.32

Additional Comments

Year 1: \$53,842.32
Year 2: \$53,842.32
Year 3: \$53,842.32
Total: \$161,526.96

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☒ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☒ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☒ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☒ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☒ None Required	☐

Other:

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 1/9/2025 9:16 AM

Lead Department: Planning & Zoning Commission **Action Officer:** Laura Puckett, Zoning Administrator
Subject: Ordinance No. 2025-003 granting a Specific Use Permit to allow the one additional use of tattooing on Lots 18, 19, W1/2 of 20, Block 4, T. B. Moores Addition, located at 911 New Boston Road. Hunter McCarver, owner.
Briefing: 2/10/2025 **Public Hearing:** 2/10/2025 **Council Vote:** 2/10/2025

Item Schedule

Schedule 2: Brief once - vote once (two weeks)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Hunter McCarver, owner, for a Specific Use Permit to allow additional use for tattooing on Lots 18, 19, and W1/2 of 20, Block 4, T.B. Moores Addition, located at 911 New Boston Road. The property is zoned Commercial.

The Future Land Use Map has designated this property as "Neighborhood Retail".

The adjacent zoning is Commercial to the north, south, east, and west. The adjacent land usage is businesses to the north, south, east and west

A Specific Use Permit is required to allow tattooing in the Commercial zoning district.

Staff recommends for approval of this request with the following stipulations:

1. That the owner/or any employee performing the application of tattooing procedures be currently licensed by the State and meet all Federal, State and City licensing laws and health regulations. (A copy of the current license must be provided to the City prior to the opening of the business).
2. That if any complaints concerning minors or any violations of the regulations listed above occur, the City has the right to revoke the Specific Use Permit.
3. If this use ever ceases at this location, the City may revoke the Specific Use Permit that allows a tattoo studio.
4. That the sale of tobacco products or drug paraphernalia is prohibited.
5. That any remodeling of the current building must meet all city codes and require licensed contractors.
6. That no painting of the windows or the building with advertisement or graphic art.

The applicant should also be aware that if this zoning change is approved, all other applicable city code/ordinance requirements must be met including but not limited to building codes, setbacks, subdivision, fire, parking, drainage, water and sewer prior to the issuance of building permits.

City of Texarkana, Texas

All notifications and application requirements have been met to consider this request.

Potential Options:

Approved

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

January 6, 2025

Attachments

- a. 2025-003 ORD granting SUP for 911 New Boston Rd tattooing (DOCX)
- b. 2025-003 ATTH 01 (Maps) (PDF)
- c. 2025-003 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed
01/07/2025 3:32 PM			
Public Works Department	Dusty Henslee	Reviewer	Completed
01/07/2025 3:35 PM			
City Manager	David Orr	Reviewer	Completed 01/09/2025
11:48 AM			
City Council	Jennifer Evans	Meeting	Completed 01/13/2025
6:00 PM			

Meeting History

ORDINANCE NO. 2025-003

S-801

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-801 TO ALLOW ONE ADDITIONAL USE OF A TATTOO STUDIO ON LOTS 18, 19, AND W1/2 OF 20, BLOCK 4, T.B. MOORES ADDITION, LOCATED AT 911 NEW BOSTON ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow one additional use of a **tattoo studio on Lots 18, 19, and W1/2 of 20, Block 4, T.B. Moores Addition, located at 911 New Boston Road**, in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted** to allow one additional use of a **tattoo studio on Lots 18, 19, and W1/2 of 20, Block 4, T.B. Moores Addition, located at 911 New Boston Road** on said property; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit** is in the best interest of the public health, safety, morals and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-801** to allow one additional use of a **tattoo studio on Lots 18, 19, and W1/2 of 20, Block 4, T.B. Moores Addition, located at 911 New Boston Road**, in the City of Texarkana, Bowie County, Texas.

SECTION 2: That the following stipulations are hereby imposed and made a part of this ordinance:

1. That the owner/or any employee performing the application of tattooing procedures be currently licensed by the State and meet all Federal, State, and City licensing laws and health regulations. (A copy of the current license must be provided to the City prior to the opening of the business).
2. That if any complaints concerning minors or any violations of the regulations listed above occur, the City has the right to revoke the Specific Use Permit.
3. If this use ever ceases at this location, the City may revoke the Specific Use Permit that allows a tattoo studio.
4. That the sale of tobacco products or drug paraphernalia is prohibited.
5. That any remodeling of the current building must meet all city codes and require licensed contractors.
6. That no painting of the windows or the building with advertisement or graphic art.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 4: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 5: That this ordinance shall be in full force and effect from and after its passage and approval.

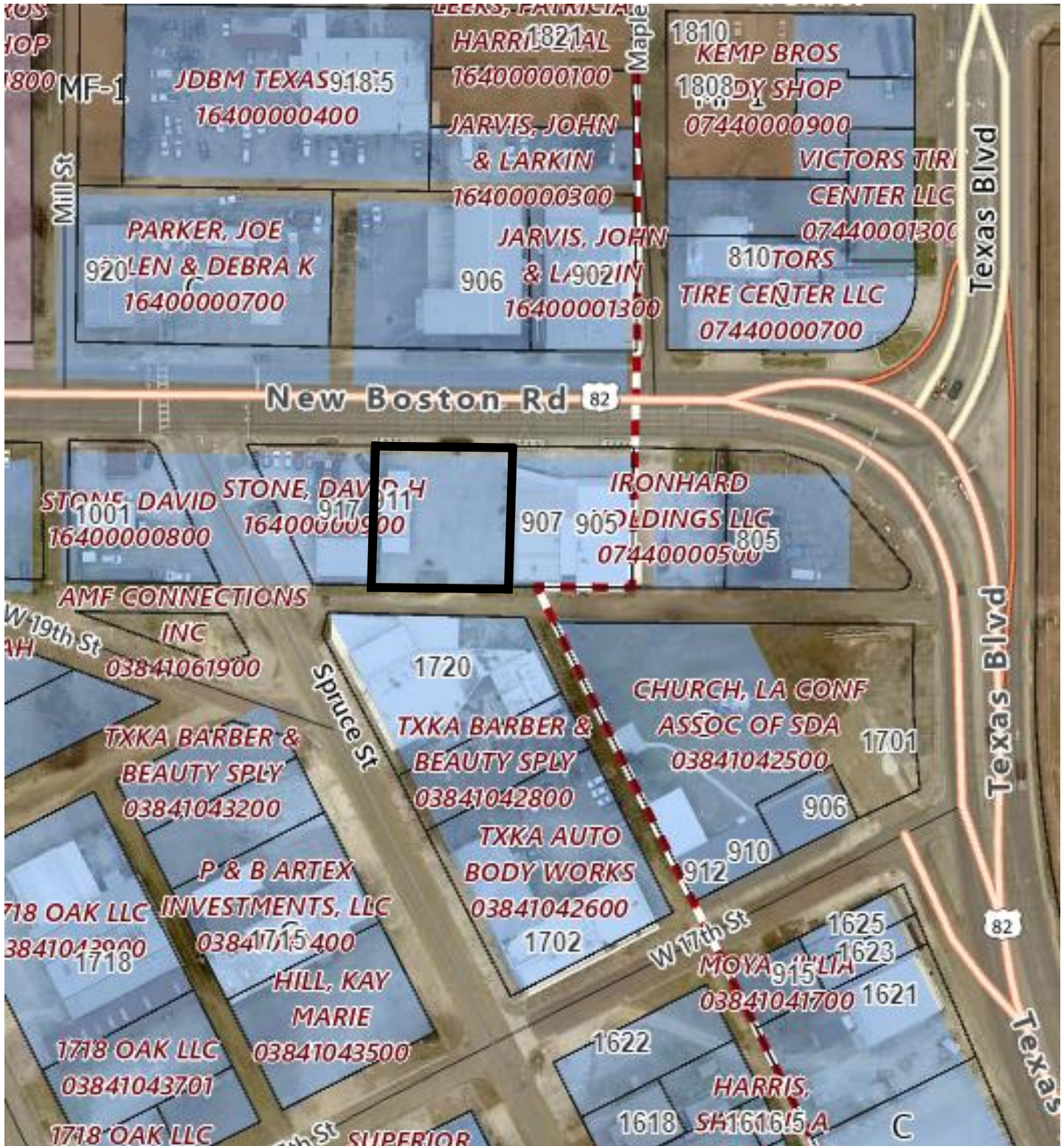
PASSED AND APPROVED in Regular Council Session on this the **10th day of February, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

911 New Boston Rd.



Attachment: 2025-003 ATTH 01 (Maps) (4413 : 2025-003 Ord SUP tattooing 911 New Boston Rd)

911 New Boston Rd.



Attachment: 2025-003 ATTH 01 (Maps) (4413 : 2025-003 Ord SUP tattooing 911 New Boston Rd)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☒ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☒ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

Public Information Plan:

☒	Newspaper Notice (Required by Statute)	☒	Public Hearing (Required by Statute)
☐	Public Forum/Input Session	☐	Press Release
☐	E-News Distribution	☐	Website Notice
☐	Social Media (Twitter, Facebook, etc.)	☐	Special Mailing
☐	Flyers Posted	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	

Other:

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 1/7/2025 2:15 PM

Lead Department: Planning & Zoning Commission **Action Officer:** Laura Puckett, Zoning Administrator
Subject: Ordinance No. 2025-004 granting a Specific Use Permit to allow one additional use of tattooing on Lots 34-36, Block 22, R.S. Bearden Boulevard Addition, located at 2415 Texas Boulevard. Curt Green, owner, and Kiana Stevens, agent.

Briefing: 2/10/2025 **Public Hearing:** 2/10/2025 **Council Vote:** 2/10/2025

Item Schedule

Schedule 2: Brief once - vote once (two weeks)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Curt Green, owner, and Kiana Stevens, agent for a Specific Use Permit to allow additional use for tattooing on Lots 34-36, Block 22, R.S. Bearden Blvd Addition, located at 2415 Texas Boulevard. The property is zoned Commercial.

The Future Land Use Map has designated this property as "Neighborhood Retail".

The adjacent zoning is Commercial to the north, south, and west, General Retail to the east. The adjacent land usage is businesses to the north, south, east and vacant land to the west

A Specific Use Permit is required to allow tattooing in the Commercial zoning district.

Staff recommends for approval of this request with the following stipulations:

1. That the owner/or any employee performing the application of tattooing procedures be currently licensed by the State and meet all Federal, State and City licensing laws and health regulations. (A copy of the current license must be provided to the City prior to the opening of the business).
2. That if any complaints concerning minors or any violations of the regulations listed above occur, the City has the right to revoke the Specific Use Permit.
3. If this use ever ceases at this location, the City may revoke the Specific Use Permit that allows a tattoo studio.
4. That the sale of tobacco products or drug paraphernalia is prohibited.
5. That any remodeling of the current building must meet all city codes and requires licensed contractors.
6. That no painting of the windows or the building with advertisement or graphic art.

The applicant should also be aware that if this zoning change is approved, all other applicable city code/ordinance requirements must be met including but not limited to building codes, setbacks, subdivision, fire, parking, drainage, water and sewer prior to the issuance of building permits.

City of Texarkana, Texas

All notifications and application requirements have been met to consider this request.

Potential Options:

Approved

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend for approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

January 6, 2024

Attachments

- a. 2025-004 ORD granting SUP for 2415 Texas Blvd. tattooing (DOCX)
- b. 2025-004 ATTH 01 (Maps) (PDF)
- c. 2025-004 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed
01/07/2025 2:29 PM			
Public Works Department	Dusty Henslee	Reviewer	Completed
01/07/2025 2:33 PM			
City Manager	David Orr	Reviewer	Completed 01/07/2025
2:53 PM			
City Council	Jennifer Evans	Meeting	Completed 01/13/2025
6:00 PM			

Meeting History

ORDINANCE NO. 2025-004

S-802

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-802 TO ALLOW ONE ADDITIONAL USE OF A TATTOO STUDIO ON LOTS 34-36, BLOCK 22, R.S. BEARDEN BOULEVARD ADDITION, LOCATED AT 2415 TEXAS BOULEVARD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow one additional use of a **tattoo studio on Lots 34-36, Block 22, R. S. Bearden Boulevard Addition, located at 2415 Texas Boulevard**, in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted** to allow one additional use of a **tattoo studio on Lots 34-36, Block 22, R. S. Bearden Boulevard Addition, located at 2415 Texas Boulevard** on said property; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit** is in the best interest of the public health, safety, morals and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-802** to allow one additional use of a **tattoo studio on Lots 34-36, Block 22, R. S. Bearden Boulevard Addition, located at 2415 Texas Boulevard**, in the City of Texarkana, Bowie County, Texas.

SECTION 2: That the following stipulations are hereby imposed and made a part of this ordinance:

1. That the owner/or any employee performing the application of tattooing procedures be currently licensed by the State and meet all Federal, State, and City licensing laws and health regulations. (A copy of the current license must be provided to the City prior to the opening of the business).
2. That if any complaints concerning minors or any violations of the regulations listed above occur, the City has the right to revoke the Specific Use Permit.
3. If this use ever ceases at this location, the City may revoke the Specific Use Permit that allows a tattoo studio.
4. That the sale of tobacco products or drug paraphernalia is prohibited.
5. That any remodeling of the current building must meet all city codes and requires licensed contractors.
6. That no painting of the windows or the building with advertisement or graphic art.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 4: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 5: That this ordinance shall be in full force and effect from and after its passage and approval.

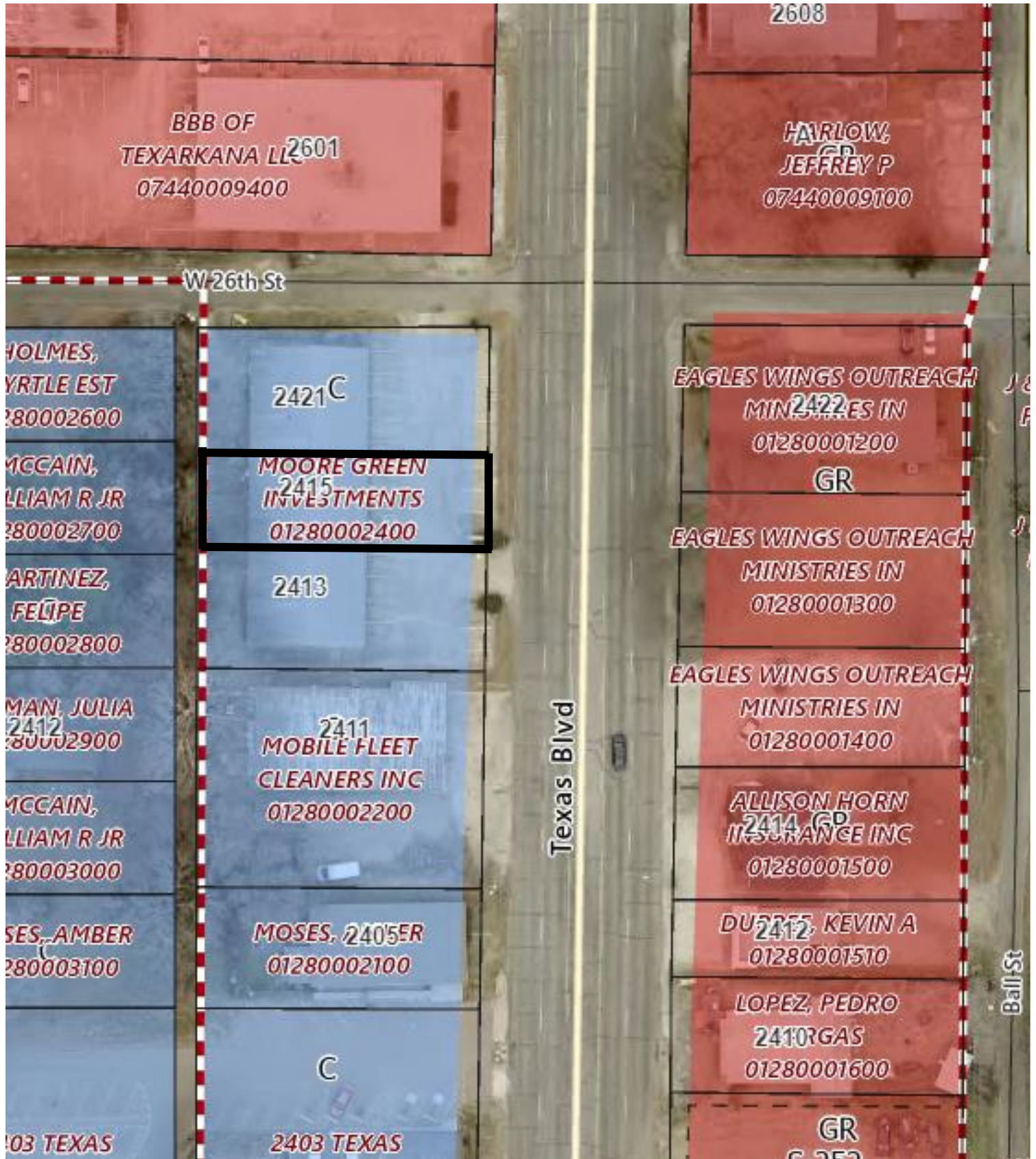
PASSED AND APPROVED in Regular Council Session on this the **10th day of February, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

2415 Texas Boulevard



Attachment: 2025-004 ATTH 01 (Maps) (4414 : 2025-004 ORD SUP for tattooing 2415 Texas Blvd)

2415 Texas Boulevard



Attachment: 2025-004 ATTH 01 (Maps) (4414 : 2025-004 ORD SUP for tattooing 2415 Texas Blvd)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☒ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☒ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

Public Information Plan:

☒	Newspaper Notice (Required by Statute)	☒	Public Hearing (Required by Statute)
☐	Public Forum/Input Session	☐	Press Release
☐	E-News Distribution	☐	Website Notice
☐	Social Media (Twitter, Facebook, etc.)	☐	Special Mailing
☐	Flyers Posted	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	

Other:

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 1/7/2025 2:10 PM

Lead Department: Planning & Zoning Commission **Action Officer:** Laura Puckett, Zoning Administrator
Subject: Ordinance No. 2025-005 rezoning Lots 16-18, Block 8, Red Cut Heights Addition, located at 2501 Neff Street from Single Family-2 to Single Family-3. Kimberly Burns, owner.

Briefing: 2/10/2025 **Public Hearing:** 2/10/2025 **Council Vote:** 2/10/2025

Item Schedule

Schedule 2: Brief once - vote once (two weeks)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Kimberly Burns, owner, to rezone Lots 16-18, Block 8, Red Cut Heights Addition, located at 2501 Neff Street from Single Family-2 to Single Family-3. The intention is to place a double wide HUD code manufactured home on this property. The property is currently vacant land.

The Future Land Use Map has designated this property as "Industrial".

The adjacent zoning is Single Family-2 to the west, east and south, and Industrial-1 to the north. The adjacent land use is vacant land to the west, east and north and residential to the south.

Staff recommend approval of this request.

The applicant should also be aware that if this zoning change is approved, all other applicable city code/ordinance requirements must be met including but not limited to new drainage ordinance, stormwater design manual, building codes, setbacks, subdivision, fire, parking, drainage, water, and sewer prior to the issuance of building permits.

All notification and application requirements have been met to consider this request.

Potential Options:

Approved

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request.

City of Texarkana, Texas

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

January 6, 2025

Attachments

- a. 2025-005 ORD 2501 Neff Street (DOCX)
- b. 2025-005 ATTH 01 (Maps) (PDF)
- c. 2025-005 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed
01/07/2025 2:29 PM			
Public Works Department	Dusty Henslee	Reviewer	Completed
01/07/2025 2:33 PM			
City Manager	David Orr	Reviewer	Completed 01/07/2025
2:54 PM			
City Council	Jennifer Evans	Meeting	Completed 01/13/2025
6:00 PM			

Meeting History

ORDINANCE NO. 2025-005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING ON LOTS 16-18, BLOCK 8, RED CUT HEIGHTS ADDITION, LOCATED AT 2501 NEFF STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-2 TO SINGLE FAMILY-3; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone **on Lots 16-18, Block 8, Red Cut Heights Addition, located at 2501 Neff Street**, in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Single Family-3**; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted five (5) to zero (0) to recommend for approval of the application for rezoning from Single Family-2 to Single Family-3 on Lots 16-18, Block 8, Red Cut Heights Addition, located at 2501 Neff Street** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicant agreed to amend the application from **Single Family-2 to Single Family-3**; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-2 to Single Family-3** is in the best interest of the public health, safety, morals, and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone **on Lots 16-18, Block 8, Red Cut Heights Addition, located at 2501 Neff Street** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Single Family-3**.

SECTION 2: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **10th day of February, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

2501 NEFF Street



Attachment: 2025-005 ATTH 01 (Maps) [Revision 1] (4415 : 2025-005 ORD rezoning SF-2 to SF-3 at 2501 Neff St)

2501 NEFF Street



Attachment: 2025-005 ATTH 01 (Maps) [Revision 1] (4415 : 2025-005 ORD rezoning SF-2 to SF-3 at 2501 Neff St)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☒ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☒ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

Public Information Plan:

☒	Newspaper Notice (Required by Statute)	☒	Public Hearing (Required by Statute)
☐	Public Forum/Input Session	☐	Press Release
☐	E-News Distribution	☐	Website Notice
☐	Social Media (Twitter, Facebook, etc.)	☐	Special Mailing
☐	Flyers Posted	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	

Other:

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 1/9/2025 9:16 AM

Lead Department: Planning & Zoning Commission **Action Officer:** Laura Puckett, Zoning Administrator
Subject: Ordinance No. 2025-006 granting a Specific Use Permit to allow the location of a double-wide HUD code manufactured home on Lots 16-18, Block 8, Red Cut Heights Addition, located at 2501 Neff Street. Kimberly Burns, owner.

Briefing: 2/10/2025 **Public Hearing:** 2/10/2025 **Council Vote:** 2/10/2025

Item Schedule

Schedule 2: Brief once - vote once (two weeks)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Kimberly Burns, owner, for a Specific Use Permit to allow the location of a double wide HUD code manufactured home on Lots 16-18, Block 8, Red Cut Heights Addition, located at 2501 Neff Street. This property is currently a vacant lot.

The Future Land Use Map has designated this property as "Industrial".

The adjacent zoning is Single Family-2 to the west, east and south, and Industrial-1 to the north. The adjacent land use is vacant land to the west, east and north and residential to the south.

The City's Zoning Ordinance was amended to comply with the state law in 2002, requiring that all manufactured housing be HUD code building standard. This amendment also stipulated that all HUD code manufactured homes inside the city limits be placed in the Single Family-3 zoning district along with the approval of a Specific Use Permit.

Staff recommend approval of this request with the following stipulations:

1. That one 2018 or newer double wide HUD code manufactured home be allowed on this property.
2. That the double wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the double wide HUD code manufactured home be used for dwelling purposes only, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

City of Texarkana, Texas

All notification and application requirements have been met to consider this request.

Potential Options:

Approved

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

January 6, 2025

Attachments

- a. 2025-006 ORD SUP HUD code mnfctrd home 2501 Neff (DOCX)
- b. 2025-006 ATH 01 (Maps) (PDF)
- c. 2025-006 ATTH 02 (Photos) (PDF)
- d. 2025-006 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Department Head Review	
Completed	01/07/2025 2:29 PM		
Building Code Administration	Mashell Daniel	Reviewer	Completed
01/07/2025 2:29 PM			
Public Works Department	Dusty Henslee	Reviewer	Completed
01/07/2025 2:33 PM			
City Manager	David Orr	Reviewer	Completed 01/07/2025
2:54 PM			
City Council	Jennifer Evans	Meeting	Completed 01/13/2025
6:00 PM			

Meeting History

S-803

ORDINANCE NO. 2025-006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-803 TO ALLOW THE LOCATION OF A DOUBLE-WIDE HUD CODE MANUFACTURED HOME ON LOTS 16-18, BLOCK 8, RED CUT HEIGHTS ADDITION, LOCATED AT 2501 NEFF, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a double-wide HUD code manufactured home on **Lots 16-18, Block 8, Red Cut Heights Addition, located at 2501 Neff**, in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a double-wide HUD code manufactured home** on said property; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit** is in the best interest of the public health, safety, morals and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-803 for the location of a double-wide HUD code manufactured home on Lots 16-18, Block 8, Red Cut Heights Addition, located at 2501 Neff**, in the City of Texarkana, Bowie County, Texas.

SECTION 2: The following stipulations are hereby imposed and made a part of this ordinance:

1. That one 2018 or newer double wide HUD code manufactured home be allowed on this property.
2. That the double wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the double wide HUD code manufactured home be used for dwelling purposes, and human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 4: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **10th day of February, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

2501 NEFF Street



Attachment: 2025-006 ATH 01 (Maps) (4416 : 2025-006 ORD SUP for HUD code mnfctrd home at 2501 Neff)

2501 NEFF Street



Attachment: 2025-006 ATH 01 (Maps) (4416 : 2025-006 ORD SUP for HUD code mnfctrd home at 2501 Neff)

2025-006 ATTH 02

S-803



Attachment: 2025-006 ATTH 02 (Photos) (4416 : 2025-006 ORD SUP for HUD code mnfctrd home at 2501

2025-006 ATTH 02

S-803



Attachment: 2025-006 ATTH 02 (Photos) (4416 : 2025-006 ORD SUP for HUD code mnfctrd home at 2501

2025-006 ATTH 02

S-803



Attachment: 2025-006 ATTH 02 (Photos) (4416 : 2025-006 ORD SUP for HUD code mnfctrd home at 2501

2025-006 ATTH 02

S-803



2025-006 ATTH 02

S-803



Attachment: 2025-006 ATTH 02 (Photos) (4416 : 2025-006 ORD SUP for HUD code mnfctrd home at 2501

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☒ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☒ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

Public Information Plan:

☒	Newspaper Notice (Required by Statute)	☒	Public Hearing (Required by Statute)
☐	Public Forum/Input Session	☐	Press Release
☐	E-News Distribution	☐	Website Notice
☐	Social Media (Twitter, Facebook, etc.)	☐	Special Mailing
☐	Flyers Posted	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	

Other:

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 1/9/2025 9:19 AM

Lead Department: Planning & Zoning Commission **Action Officer:** Laura Puckett, Zoning Administrator

Subject: Ordinance No. 2025-007 granting a Specific Use Permit to allow the location of a single-wide HUD code manufactured home on an approximate 0.87-acre tract of land being (Tract 35), MEP&P RWY CO HRS, A434, located at 1002 Hatton Street. Georgia Trotter, owner, and Carl Preston, agent.

Briefing: 2/10/2025 **Public Hearing:** 2/10/2025 **Council Vote:** 2/10/2025

Item Schedule

Schedule 2: Brief once - vote once (two weeks)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Georgia Trotter, owner, and Carl Preston, agent, for a Specific Use Permit to allow the location of a single wide HUD code manufactured home on an approximate 0.87-acre tract of land being (Tract 35), MEP&P RWY Co HRS, A-434, located at 1002 Hatton Street. This property is zoned Single Family-3 and is currently a vacant lot.

The Future Land Use Map has designated this property as "Industrial".

The adjacent zoning is Single Family-2 to the north, south, east, and west. The adjacent land use is vacant land to the north, and residential to the south, west and east.

The City's Zoning Ordinance was amended to comply with the state law in 2002, requiring that all manufactured housing be HUD code building standard. This amendment also stipulated that all HUD code manufactured homes inside the city limits be placed in the Single Family-3 zoning district along with the approval of a Specific Use Permit.

Staff recommends approval of this request with the following stipulations:

1. That one 2018 or newer single wide HUD code manufactured home be allowed on this property.
2. That the single wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the single wide HUD code manufactured home be used for dwelling purposes only, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.

City of Texarkana, Texas

6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

All notification and application requirements have been met to consider this request.

Potential Options:

Approved

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

January 6, 2024

Attachments

- a. 2025-007 ORD SUP HUD code mnfctrd home 1002 Hatton(DOCX)
- b. 2025-007 EXH 'A' (Legal Notice) (PDF)
- c. 2025-007 ATTH 01 (Maps) (PDF)
- d. 2025-007 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed
01/07/2025 2:29 PM			
Public Works Department	Dusty Henslee	Reviewer	Completed
01/07/2025 2:33 PM			
City Manager	David Orr	Reviewer	Completed
2:54 PM			01/07/2025
City Council	Jennifer Evans	Meeting	Completed
6:00 PM			01/13/2025

Meeting History

ORDINANCE NO. 2025-007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-804 TO ALLOW THE LOCATION OF A SINGLE-WIDE HUD CODE MANUFACTURED HOME ON AN APPROXIMATE 0.87-ACRE TRACT OF LAND (BEING TRACT 35), MEP&P RWY CO HRS, A-434, LOCATED AT 1002 HATTON STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a double-wide HUD code manufactured home on **an approximate 0.87-acre tract of land (being Tract 35), MEP&P RWY CO HRS, A-434 (EXH 'A'), located at 1002 Hatton Street**, in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a single-wide HUD code manufactured home** on said property; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit** is in the best interest of the public health, safety, morals and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-804 for the location of a single-wide HUD code manufactured home an approximate 0.87-acre tract of land (being Tract 35), MEP&P RWY CO HRS, A-434 (EXH 'A'), located at 1002 Hatton Street**, in the City of Texarkana, Bowie County, Texas.

SECTION 2: The following stipulations are hereby imposed and made a part of this ordinance:

1. That one 2018 or newer single-wide HUD code manufactured home be allowed on this property.
2. That the single-wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the single-wide HUD code manufactured home be used for dwelling purposes and human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 4: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

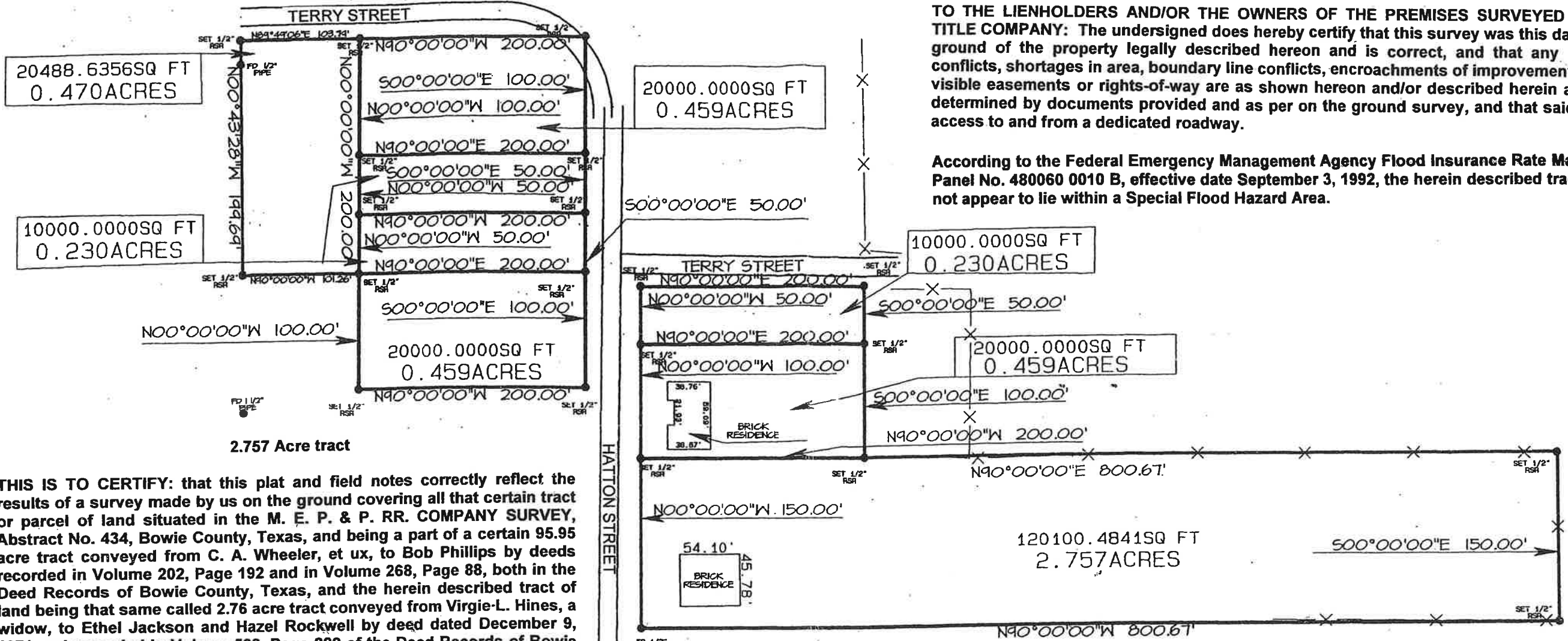
SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **10th day of February, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR



THIS IS TO CERTIFY: that this plat and field notes correctly reflect the results of a survey made by us on the ground covering all that certain tract or parcel of land situated in the M. E. P. & P. RR. COMPANY SURVEY, Abstract No. 434, Bowie County, Texas, and being a part of a certain 95.95 acre tract conveyed from C. A. Wheeler, et ux, to Bob Phillips by deeds recorded in Volume 202, Page 192 and in Volume 268, Page 88, both in the Deed Records of Bowie County, Texas, and the herein described tract of land being that same called 2.76 acre tract conveyed from Virgie-L. Hines, a widow, to Ethel Jackson and Hazel Rockwell by deed dated December 9, 1971 and recorded in Volume 538, Page 222 of the Deed Records of Bowie County, Texas, and the subject tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch reinforcing steel rod found for corner on the East side of a street designated as Hatton Street at the Southeast corner of said tract recorded in Volume 538, Page 222 of the Deed Records of Bowie County, Texas, and being the Northwest corner of a certain tract conveyed to Cherrece and Carl Jackson by deed dated May 17, 2000 and recorded in Volume 3264, Page 67 of the Real Property Records of Bowie County, Texas, and the said Point of Beginning being South, 1610.00 feet and West, 800.67 feet from the Northeast corner of said 95.95 acre tract;

THENCE: N 00° 00' 00" E, 150.00 feet with the East side of Hatton Street to a 1/2 inch reinforcing steel rod set for corner at the Northwest corner of said tract recorded in Volume 538, Page 222 of the Deed Records of Bowie County, Texas;

THENCE: N 90° 00' 00" E, 800.67 feet with the North line of said tract recorded in Volume 538, Page 222 of the Deed Records of Bowie County, Texas, with the South line of a certain tract conveyed to Ethel May Fowler by deed recorded in Volume 528, Page 278 of the Deed Records of Bowie County, Texas, and subsequently with the South line of a certain tract conveyed to H. H. Gildon by deed recorded in Volume 340, Page 227 of the Deed Records of Bowie County, Texas, and subsequently with the South line of a certain tract conveyed to Charles E. Rogers by deed recorded in Volume 335, Page 54 of the Deed Records of Bowie County, Texas, and subsequently with the South line of a certain tract conveyed to Theodore Potter by deed recorded in Volume 749, Page 174 of the Real Property Records of Bowie County, Texas, and subsequently with the South line of a certain tract conveyed to James A. Kilburn and recorded in Volume recorded in Volume 362, Page 433 of the Deed Records of Bowie County, Texas, and subsequently with the South line of a tract conveyed to Walter Sturgis (no deed found) to a 1/2 inch reinforcing steel rod found for corner at the Northeast corner of said tract recorded in Volume 538, Page 222 of the Deed Records of Bowie County, Texas;

TO THE LIENHOLDERS AND/OR THE OWNERS OF THE PREMISES SURVEYED AND TO THE TITLE COMPANY: The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that any discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments of improvements, apparent or visible easements or rights-of-way are as shown hereon and/or described herein as best can be determined by documents provided and as per on the ground survey, and that said property has access to and from a dedicated roadway.

According to the Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel No. 480060 0010 B, effective date September 3, 1992, the herein described tract of land does not appear to lie within a Special Flood Hazard Area.



2.757 Acres M.E.P. & P. RAILWAY COMPANY Bowie County, Texas		
SCALE: 1" = 100'	APPROVED BY:	DRAWN BY:
DATE: 10-5-2001		REVISED:
ROY SURVEYING 4203 RICHMOND PLACE TEXARKANA, TEXAS 75503 (903-832-3451)		
JOB NUMBER: 01-6-33		DRAWING NUMBER

1002 Hatton Street



Attachment: 2025-007 ATTH 01 (Maps) (4417 : 2025-007 ORD SUP for HUD code mnfctrd home at 1002 Hatton Street)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☒ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☒ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

Public Information Plan:

☒	Newspaper Notice (Required by Statute)	☒	Public Hearing (Required by Statute)
☐	Public Forum/Input Session	☐	Press Release
☐	E-News Distribution	☐	Website Notice
☐	Social Media (Twitter, Facebook, etc.)	☐	Special Mailing
☐	Flyers Posted	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	

Other:

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 1/3/2025 10:55 AM

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary
Resolution No. 2025-013 authorizing the Texarkana Airport Executive Director
to execute an agreement with McClelland Engineering for Runway 4-22
Subject: strengthening design in the amount of \$502,203.20 approved in the Texarkana
Regional Airport FY24 capital budget.

Briefing: 2/10/2025 **Public Hearing:** **Council Vote:** 2/10/2025

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Approving the Texarkana airport executive director entering into an agreement with McClelland Engineering for Work Order #1 Runway 4-22 Strengthening Design for \$502,203.20 approved in the Texarkana Regional Airport FY24 capital budget.

Potential Options:

- Approve this resolution as presented
- Deny this resolution as presented

Fiscal Implications:

\$27,716.59

Staff Recommendation:

Staff recommends for approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

City of Texarkana, Texas

- a. 2025-013 RES Airport - WO 1 Runway 4-22 Strengthening (DOCX)
- b. 2025-013 ATTH 01 Brd Res. WO 1 Runway Strengthening (PDF)
- c. 2025-013 ATTH 02 - WO 1 Runway 4-22 Strengthening (PDF)
- d. 2025-013 Goals & Perspectives (DOCX)

Staff Coordination

City Manager	Jennifer Evans	Department Head Review	Completed	
	01/03/2025 10:55 AM			
City Manager	David Orr	City Manager Review	Completed	01/06/2025
5:12 PM				
City Council	Jennifer Evans	Meeting	Completed	01/13/2025
6:00 PM				

Meeting History

RESOLUTION NO. 2025 - 013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE TEXARKANA AIRPORT EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH MCCLELLAND ENGINEERING FOR RUNWAY 4-22 STRENGTHENING DESIGN IN THE AMOUNT OF \$502,203.20, APPROVED IN THE TEXARKANA REGIONAL AIRPORT FY24 CAPITAL BUDGET; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Cities of Texarkana, Arkansas, and Texarkana, Texas, created the Texarkana Airport Authority by means of reciprocal ordinances codified in Chapter 6 – Aviation, Article II – Texarkana Airport Authority, of the Code of Ordinances of the City of Texarkana, Arkansas, and Chapter 4 – Airports, Article II – Airport Authority, of the Code of Ordinances of the City of Texarkana, Texas; and

WHEREAS, Section 6-31 of Texarkana AR City Code and Section 4-25 of Texarkana TX City Code allow the authority to plan, develop, construct, enlarge, improve, maintain, equip, operate, regulate, protect and police the airport; and,

WHEREAS, Section 6-31 of Texarkana AR City Code and Section 4-25 of Texarkana TX City Code requires the cities to approve any expenditure over \$25,000; and,

WHEREAS, the Texarkana Regional Airport Authority approved the agreement with Resolution No. 120424E on December 5, 2024 (**ATTH 01**); and

WHEREAS, McClelland Engineering provided a work order in the amount of \$502,203.20 for strengthening of runway 4-22 design; and

WHEREAS, the State of Arkansas has provided a grant in the amount of \$451,982.88; and,

WHEREAS, the City of Texarkana AR will have a match in the amount of \$22,503.73; and,

WHEREAS, the City of Texarkana TX will have a match in the amount of \$27,716.59.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The City of Texarkana TX Approves the Executive Director entering into an agreement with McClelland Engineering in the amount of \$502,203.20 for strengthening of runway 4-22 design with funds approved in the FY24 Capital Budget.

PASSED AND APPROVED in Regular Council Session on this the **10th day of February, 2025**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

**TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 120424E
A RESOLUTION APPROVING WORK ORDER WITH MCCLELLAND
ENGINEERING FOR RUNWAY 4-22 STRENGTHENING DESIGN IN AN
AMOUNT OF \$502,203.20**

WHEREAS, the Texarkana Regional Airport Authority was formed under Arkansas Code § 14-361-101 to be jointly owned by the cities of Texarkana AR and Texarkana TX; and

WHEREAS, Section 6-31 of Texarkana AR City Code and Section 4-25 of Texarkana TX City Code allow the authority to plan, develop, construct, enlarge, improve, maintain, equip, operate, regulate, protect and police the airport; and,

WHEREAS, The Texarkana Regional Airport Authority entered into an agreement with The State of Arkansas to utilize \$16,797,215 for runway overlay, taxiway extension, taxiway widening, and constructing a taxilane; and,

WHEREAS, The State of Arkansas requires Federal funds be in place prior to drawing down against this agreement; and,

WHEREAS, Congressman Westerman provided matching funds with a Community Funded Project for Runway 4-22; and,

WHEREAS, McClelland Engineering has provided a work order for Runway 4-22 Strengthening Design in the amount of \$502,203.20; and,

WHEREAS, \$451,982.88 would be funded by the State of Arkansas Agreement; and,

WHEREAS, \$27,716.59 would be funded by the City of Texarkana TX by funds previously approved in the 2023 Capital Budget; and,

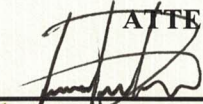
WHEREAS, \$22,503.73 would be funded by the City of Texarkana AR by funds previously approved in the 2023 Capital Budget,

NOW, THEREFORE, BE IT RESOLVED BY THE TEXARKANA AIRPORT AUTHORITY THAT:

SECTION 1. The Texarkana Regional Airport Authority Approves the Executive Director signing Worker Order 1 for Runway Strengthening Design with McClelland Engineering in the amount of \$502,203.20.

Adopted this 5th day of December, 2024

ATTEST


Ferdinand P Mehrlich III, Director

SIGNED


Airport Authority Chair

WORK ORDER NO. 1
ENGINEERING SERVICES
FOR
RUNWAY 4-22 STRENGTHENING – DESIGN ONLY
TEXARKANA REGIONAL AIRPORT (TXK)
TEXARKANA, ARKANSAS

This Work Order amends Articles 1, 2, and 5 of the Basic Agreement executed the 1st day of August, 2024, between McClelland Consulting Engineers, Inc., hereinafter referred to as the ENGINEER or MCE and the Texarkana Regional Airport Authority, hereinafter referred to as the AUTHORITY.

ARTICLE 1

The AUTHORITY intends to strengthen Runway 4-22 at the Texarkana Regional Airport by constructing an asphalt overlay. McClelland Consulting Engineers, Inc. is pleased to provide this proposal for engineering and design services associated with the Runway 4-22 Strengthening project. The scope of this proposal is to create and provide the construction drawings for the civil/site aspects of the project including site layouts, pavement design, site grading, lighting, and signage. MCE will provide engineering design services with the execution of this contract.

The ENGINEER will complete the following summary of engineering services under Work Order No. 1. Subsequent Work Orders will be developed as other needs arise. Engineering Services During Construction for future construction phases will be developed under another work order.

SECTION 1 – SCOPE OF SERVICES

Project Development

- The ENGINEER will meet with the Owner to discuss the project design criteria, budget, and schedule.
- The ENGINEER will hold meetings with the Airport staff, Commission members, Federal Aviation Administration (FAA), and local officials as the need arises. The ENGINEER will also prepare any presentational material needed for these types of meetings.
- The ENGINEER will hold meetings with the Airport users, including but not limited to the Airline, FBO, and other tenants or users. The ENGINEER will also prepare any presentational material needed for these types of meetings.
- The ENGINEER will compile existing data provided by the Airport that was prepared for previous projects at the Airport that pertain to the proposed project and are useful to the design. The existing data includes airport master plan, airport property map, engineering drawings, topographic surveys, and aerial photogrammetry data.

Preliminary Engineering

- The ENGINEER will prepare a preliminary estimate of probable construction costs and schematic design for each element of the project.
- MCE's key design staff will meet with the AUTHORITY and airport staff to review the preliminary plans, specifications, and cost estimate.
- The ENGINEER will prepare an overall CSPP per AC 150/5370-2G in order to maximize project constructability and minimize the impact to airport operations. MCE will coordinate with the AUTHORITY, FAA, and selected users of the airport to gain input for this plan. The CSPP will be in accordance with FAA AC 150/5370-2G. The CSPP will be submitted to the Obstruction Evaluation and Airport Airspace Analysis website.

- The ENGINEER will perform FAARFIELD Pavement Analyses utilizing the existing the pavement section depths determined from the geotechnical investigation and anticipated aircraft fleet mix. The analyses will be based on multiple strengthening methods, which will be compared to determine the most efficient solution to strengthen Runway 4-22.
- The AUTHORITY shall approve the aircraft fleet mix prior to pavement design options being developed.
- The ENGINEER will make four (4) site visits during the preliminary design phase. This will be done to document existing conditions.

Topographic Survey

- MCE will conduct the necessary topographic survey required for the design of the runway strengthening project and note the location of any known, local and FAA-owned utilities. The survey crew will coordinate the work with the Owner including all safety requirements.
- The topographic survey will include the entire Runway 4-22, Runway 4-22 Runway Safety Area (RSA), intersection with Runway 13-31, intersection with connecting taxiways, and all existing above ground features (i.e. runway edge lights & signage).

Geotechnical Investigation

- The ENGINEER will provide a geotechnical investigation and report for the runway strengthening project. The report will outline detailed information regarding existing pavement conditions and subsurface conditions.
- The ENGINEER will perform a laboratory analysis on the recovered samples to determine the engineering properties of the project soil strata. Laboratory testing will be conducted in accordance with the American Society for Testing and Materials (ASTM) designations.
- Upon completion of the geotechnical exploration and laboratory analysis, the ENGINEER will develop a written geotechnical report and distribute to all parties involved. The report will include the strength of the existing pavement.

Environmental Coordination

- Environmental Coordination – MCE will conduct an environmental review and coordinate with the OWNER and FAA to assure that all environmental requirements are met for the project. MCE will prepare a CATEX Evaluation to support FAA environmental determination for a categorical exclusion for the project.

Engineering Design Documents

MCE shall prepare and submit construction drawings, specifications, and applications to the AUTHORITY and the City of Texarkana as required as part of the In-House Large-Scale Development process required to obtain Planning and Engineering Department approvals. City staff review comments will be addressed at each interval of the City's review process.

- Construction drawing set to include but not limited to:
 - Cover Sheet
 - General Notes
 - Site Plan
 - Construction Safety & Phasing Plan
 - Demolition Plan
 - Grading and Drainage Plan
 - Erosion Control Plan
 - Runway Plan & Profile

- Cross Sections
 - Pavement Marking Plan
 - Lighting and Signage Plan
 - Applicable Detail Sheets
- Pavement Section Alternatives – MCE will develop at least 2 pavement strengthening options with opinions of the advantages and disadvantages of both. Using these alternatives MCE will look at life cycle cost analysis to determine the safest and economical pavement strengthening design. The final pavement strengthening section will be based on review with the AUTHORITY of the data presented.
 - Pavement Geometry – Using current industry design criteria and FAA Advisory Circulars, MCE will design the pavement geometry (i.e., longitudinal gradient, transverse gradient, etc.).
 - Develop QC Plan – MCE will develop a schedule of milestone activities for this project. Along with these milestones, MCE will develop goals and team member assignments. At a minimum, weekly design team meetings will be held and minutes kept throughout the design of the project. Completed tasks will be reviewed and new task assigned. A complete QC review of the plans will be conducted at 3 intervals during the design period.
 - Lighting and Signage – The MCE Design Team will evaluate the existing lights and signs and will adjust the necessary structures vertically as per FAA Advisory Circular standards.
 - 90% Plan and Specification Submittal - MCE will prepare and submit to the Owner the design drawings and specifications for review and comment.
 - Final Site Visits – MCE design staff will make 2 site visits during the final design phase. This will be done to review the preliminary plans in the field (Plan in Hand).
 - Final Plans and Specifications – Using all data previously mentioned and FAA's comments MCE's design team will assemble a final design of the project. This design will be based on FAA AC design guidelines along with sound engineering practices for this type of project. Specifications will be developed using the current FAA AC as they pertain to construction for airports (AC 150/5370-10).
 - Final Construction Quantities and Estimated Costs – MCE will prepare a list of construction work items and their associated quantities. Using these items, a detailed estimate of costs will be developed.
 - Final Plans & Specifications – MCE will incorporate comments and revisions received from the AUTHORITY into the final design documents.

Bidding & Contract Awarding Services

- The ENGINEER will prepare the advertisement for bids as well as prepare the bidding documents required.
- The ENGINEER will prepare a list of construction work items and their associated quantities. Using these items, a detailed estimate of probable construction costs will be developed.
- A pre-bid meeting will be conducted on site to review with the potential bidders the bidding requirements. Contractors will have the opportunity to tour the proposed construction site as well.
- Prepare and issue any /all necessary addendums, RFI's clarifications as necessary for the bidding process.
- The ENGINEER will conduct /attend the bid opening at TXK. Once bids are received a certified bid tab will be supplied of all the responsive bids.

- A review and recommendation of the lowest responsive bidder will be made and a Notice of Award will be drafted. Review of the Contractor's bonds and insurance will be made and the contract documents will be prepared.
- The ENGINEER will conduct a pre-construction meeting. At this meeting contract documents will be signed, plans reviewed, schedules established and a Notice to Proceed issued. This meeting will occur at TXK.

Not Included are:

Off-site drainage improvements
 Services during construction
 Construction materials testing
 Utility relocation (i.e. water, sewer, gas, electric, and etc.)
 Relocation of NAVAIDs (Other than edge lighting & signage)
 COE and/or FEMA permitting or studies
 Environmental Assessments

See Appendix "A" for complete detailed scope of services.

See Appendix "B" for Project Sketch.

ARTICLE 2

The ENGINEER will be compensated as follows for services provided in ARTICLE 1:

SECTION 2 - PAYMENT

The ENGINEER will be compensated for service based on a Lump Sum fee payable as the work progresses. The following is a listing of work description and associated fees:

Project Development	\$28,506.17
Preliminary Engineering	\$51,012.98
Topographic Survey	\$26,994.82
Geotechnical Investigation	\$68,883.70
Environmental Coordination	\$6,590.24
Engineering Design Documents	\$298,913.09
Bidding & Contract Awarding Services.....	\$21,302.20
TOTAL FEE	\$502,203.20

Reimbursable Costs

There will not be a separate charge for reimbursable expense. Those expenses will be included in the Lump Sum fee as described above.

Note: Additional work scopes will be developed under separate work orders as necessary.

ARTICLE 5

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

FOR TEXARKANA REGIONAL AIRPORT AUTHORITY

By: _____
Ferdinand Paul Mehrlich III, C.M. ACE
Executive Director of Aviation

Dated the ____ day of _____, 2025

Attest: _____

FOR McCLELLAND CONSULTING ENGINEERS, INC.

By: _____
James M. (Mitch) Rose, Exec. Vice Pres./Tres.

Dated the ____ day of _____, 2025

Attest: _____
Matthew Vinyard, P.E., Project Manager

Attachment: 2025-013 ATTH 02 - WO 1 Runway 4-22 Strengthening (4411 : 2025-013 RES Airport Runway Strengthen)

Appendix A

Attachment: 2025-013 ATTH 02 - WO 1 Runway 4-22 Strengthening (4411 : 2025-013 RES Airport Runway Strengthen)

Texarkana Regional Airport
Runway 4 Strengthening (Overlay)
November, 2024



Project Development
Preliminary Engineering
Topographic Survey
Geotechnical Investigation
Environmental Coordination
Engineering Design Documents
Bidding & Contract Awarding Services

\$28,506.17
\$51,012.98
\$26,994.82
\$68,883.70
\$6,590.24
\$298,913.09
\$21,302.20

Total Professional Fees	\$502,203.20
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Attachment: 2025-013 ATTH 02 - WO 1 Runway 4-22 Strengthening (4411 : 2025-013 RES Airport Runway Strengthen)

Texarkana Regional Airport
Runway 4 Strengthening (Overlay)
Project Development



Tasks	Principal - III	Project Manager -VI	Project Manager - III	Project Designer - VI	Project Designer - III	Draftsman - III	Specification Writer - II	Project Accountant - IV	Project Accountant - II
	\$70.77	\$52.16	\$38.58	\$30.28	\$28.37	\$28.37	\$25.88	\$25.88	\$25.88
	hr	hr	hr	hr	hr	hr	hr	hr	hr
MCE internal project set-up		1				1	6	6	
Kick-off mtg w/ Owner	9	9	9	9		4		2	
Preliminary Design Scope Meetings	9	9	9	9					
Preliminary Meetings w/ Airline, FBO, & Users	9	9	9	9					
Prepare Draft Project Options	6	6	6	12		20			
Prepare cost estimates of projects	1	4	4	15		4			
Hour Subtotal	34	38	37	54	0	29	6	8	0
Salary Costs	\$2,406.18	\$1,982.08	\$1,427.46	\$1,635.12	\$0.00	\$822.73	\$155.28	\$207.04	\$0.00

SUBTOTAL SALARIES \$8,635.89

Labor and General Administrative Overhead \$15,511.79

Direct Non-Labor Expenses

Document Printing, Reproductions	\$150.00	
Supplies	\$200.00	
Postage, Freight		
Travel Costs 2 trips @ 274 miles (rd trip) x \$0.705	\$386.34	
SUBTOTAL - Direct Non-Labor Expenses	\$736.34	\$736.34

Subtotal \$24,884.02

Subconsultants

SUBTOTAL \$0.00 \$0.00

Profit (15%) \$3,622.15

TOTAL FEE \$28,506.17

Attachment: 2025-013 ATTH 02 - WO 1 Runway 4-22 Strengthening (4411 : 2025-013 RES Airport Runway

Texarkana Regional Airport
Runway 4 Strengthening (Overlay)
Preliminary Engineering



Tasks	Principal - III	Project Manager -VI	Project Manager - III	Project Designer - VI	Project Designer - III	Draftsman - III	Specification Writer - II	Project Accountant - IV	Project Accountant - II
	\$70.77 hr	\$52.16 hr	\$38.58 hr	\$30.28 hr	\$28.37 hr	\$28.37 hr	\$25.88 hr	\$25.88 hr	\$25.88 hr
Coordination w/Owner & Users	2	6	6	6					
TXK Site Visit (4)	12	48	24	24	12				
Attend Commission Meeting (0)									
Weekly Internal Aviation Dept. Mtg.'s	6	6	6	6					
Coordination w/Airline, FBO, & Users	9	9	9	9					
Pavement Section Alternatives		2	2	12					
Draft Pavement Design					6	6			
Preliminary Layouts		2	2	2	6	6			
Modeling of Aircraft Turning Radi/Movement				6	6	6			
Line of Sight Study		3	3	3					
Review of Layouts with Owner	2	2	2	2					
Develop QC Plan		6	6						
Draft Drainage Calculations		2	2	6	6	2			
Draft Construction Safety & Phasing Plan				4	4	4			
Review Construction Safety & Phasing Plan w/ Owner	2	2	2						
Review of Geotech Report				3	2				
Airspace (eFile)				2	2				
Draft SWPPP				2	6				
DBE Goals				2					
Develop DBE Plan				2					
Preliminary Engineer's Report		2	2	6					
Preliminary Construction Quantities				6					
Preliminary Construction Cost Estimates		2	2	6					
Preliminary QC review (Engrs.'s Report and Plans)	2	2	2	2					
Preliminary Plan Review w/ Owner	2	2	2						
Hour Subtotal	37	96	72	111	50	24	0	0	0
Salary Costs	\$2,618.49	\$5,007.36	\$2,777.76	\$3,361.08	\$1,418.50	\$680.88	\$0.00	\$0.00	\$0.00

SUBTOTAL SALARIES	\$15,864.07
Labor and General Administrative Overhead	\$28,495.04
Direct Non-Labor Expenses	
Document Printing, Reproductions	
Supplies	
Postage, Freight	
Travel Costs 2 trips @ 274 miles (rd trip) x \$0.575	
SUBTOTAL - Direct Non-Labor Expenses	\$0.00
Subtotal	\$44,359.11
Subconsultants	
SUBTOTAL	\$0.00
Profit (15%)	\$6,653.87
TOTAL FEE	\$51,012.98

Attachment: 2025-013 ATTH 02 - WO 1 Runway 4-22 Strengthening (4411 : 2025-013 RES Airport Runway Strengthen)

Texarkana Regional Airport
Runway 4 Strengthening (Overlay)
Topographic Survey



Tasks	Principal - III	Project Manager - VI	Project Manager - III	Project Designer - VI	Draftsman - III	Registered Land Surveyor - III	Survey Crew 2 Man	Survey Tech - III
	\$70.77	\$52.16	\$38.58	\$30.28	\$28.37	\$41.12	\$35.65	\$28.37
	hr	hr	hr	hr	hr	hr	hr	hr
Project Development						15		
Control Points							5	5
Topographic Survey							75	75
Drafting					40	15		
Hour Subtotal	0	0	0	0	40	30	80	80
Salary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$1,134.80	\$1,233.60	\$2,852.00	\$2,269.60

SUBTOTAL SALARIES

\$7,490.00

Labor and General Administrative Overhead

\$13,453.54

Direct Non-Labor Expenses

Document Printing, Reproductions	
Per Diem (meal allowance)	\$896.00
Lodging	\$1,500.00
Postage, Freight	
Mileage (\$0.705/Miles for 728 miles/roundtrip)	\$513.75

SUBTOTAL - Direct Non-Labor Expenses

\$2,909.75

Subtotal

\$23,853.29

Subconsultants

Subtotal

\$0.00

Profit (15%)

\$3,141.53

TOTAL FEE

\$26,994.82

Attachment: 2025-013 ATTH 02 - WO 1 Runway 4-22 Strengthening (4411 : 2025-013 RES Airport Runway Strengthen)

Texarkana Regional Airport
Runway 4 Strengthening (Overlay)
Geotechnical Investigation



Tasks	Principal - III	Project Manager - VI	Project Manager - III	Project Designer - VI	Geotech Engineer - I	Registered Land Surveyor - III	Survey Crew 2 Man	Soils Tech - IV	Soils Tech II	Soils Tech V	Draftsman III
	\$70.77 hr	\$52.16 hr	\$38.58 hr	\$30.28 hr	\$49.85 hr	\$41.12 hr	\$35.65 hr	\$18.65 hr	\$16.35 hr	\$21.20 hr	\$28.38 hr
Administration and Coordination	2	2		10	10						
Coordination Mtg. w/ Owner	4	8			8						
Establish and initiate One-Call locates		1									
Survey layout Map				1							1
Locate Existing Airport Control				1							1
Review of Survey				2	2						
efiling (7460) for Drill Rig Height				5							
Preliminary Engineering Report				4	2						
Boring Staking and Layout					1		2				1
Boring Staking and Layout Data Analysis				6							
Boring Sample Lab Analysis				6				2	4	4	
Boring Sample Testing Assignment				2				2	2		
Boring Log Compilation				6				2	2		
Boring Log Review				6				2	2		
Geotech Drilling					2			20	20	20	
Geotech Report Writing		2		20	12			2	2	2	2
Geotech Report Review				10	10						
Hour Subtotal	6	13	0	79	47	0	2	30	32	26	5
Salary Costs	\$424.62	\$678.08	\$0.00	\$2,392.12	\$2,342.95	\$0.00	\$71.30	\$559.50	\$523.20	\$551.20	\$141.90

SUBTOTAL SALARIES					\$7,684.87
Administrative Overhead					\$13,803.56
Direct Non-Labor Expenses		# of Units	Price/Unit	Unit	Total
Document Printing, Reproductions					\$0.00
Supplies					\$0.00
Postage, Freight					\$0.00
Field Layout		1	\$185.00	Lump Sum	\$185.00
Layout Travel Costs		500	\$0.63	Per Mile	\$315.00
Per Diem (All Crew Members)		5	\$900.00	Per Night	\$4,500.00
Drill Rig/Service Truck					
Mobilization/Demobilization		1	\$2,475.00	Lump Sum	\$2,475.00
Boring Setup		19	\$50.00	Each	\$950.00
Soil Drilling (Auger)		124	\$50.00	Per Foot	\$6,200.00
Moisture Content		76	\$12.00	Per Test	\$912.00
Liquid & Plastic Limits		19	\$65.00	Per Test	\$1,235.00
Gradation Analysis of Soils		19	\$100.00	Per Test	\$1,900.00
Consumable Itmes for Onsite Investigation		1	\$4,500.00	Lump Sum	\$4,500.00
Light Tower Rental		5	\$200.00	Per Week	\$1,000.00
Direct Non-Labor Expenses					\$24,172.00
					\$24,172.00
Subtotal					\$45,660.43
Subconsultants					
TEC	Runway Closures	\$20,000.00			
Subtotal		\$20,000.00			\$20,000.00
Profit (15%)					\$3,223.27
TOTAL FEE					\$68,883.70

Attachment: 2025-013 ATTH 02 - WO 1 Runway 4-22 Strengthening (4411 : 2025-013 RES Airport Runway Strengthen)

Texarkana Regional Airport
Runway 4 Strengthening (Overlay)
Environmental Coordination



Tasks	Principal - III	Project Manager - VI	Project Manager - III	Project Designer - VI	Geotech Engineer - I	Registered Land Surveyor - III	Survey Crew 2 Man	Survey Tech - III
	\$70.77	\$52.16	\$38.58	\$30.28	\$49.85	\$41.12	\$35.65	\$28.37
	hr	hr	hr	hr	hr	hr	hr	hr
Conduct environmental review of project area	4	4						
Prepare CATEX Checklist to submit to FAA		2	4	12				
Coordinate potential environmental impacts with all applicable agencies		2	10	12		2		
Hour Subtotal	4	8	14	24	0	2	0	0
Salary Costs	\$283.08	\$417.28	\$540.12	\$726.72	\$0.00	\$82.24	\$0.00	\$0.00

SUBTOTAL SALARIES	\$2,049.44
Labor and General Administrative Overhead	\$3,681.20
Direct Non-Labor Expenses	
Document Printing, Reproductions	
Supplies	
Postage, Freight	
SUBTOTAL - Direct Non-Labor Expenses	\$0.00
Subtotal	\$5,730.64
Subconsultants	
Terracon	
Subtotal	\$0.00
Profit (15%)	\$859.60
TOTAL FEE	\$6,590.24

Attachment: 2025-013 ATTH 02 - WO 1 Runway 4-22 Strengthening (4411 : 2025-013 RES Airport Runway Strengthen)

Texarkana Regional Airport
Runway 4 Strengthening (Overlay)
Engineering Design Documents



Tasks	ENGINEERING						
	Principal - III	Project Manager - VI	Project Manager - III	Project Designer - VI	Project Designer - III	Draftsman - III	Specification Writer - II
	\$70.77 hr	\$52.16 hr	\$38.58 hr	\$30.28 hr	\$28.37 hr	\$28.37 hr	\$25.88 hr
Coordination w/ Owner & Airline	20	40	40	40			
Coordination w/FAA	6	6	6	12			
Review of Existing Site Conditions		4	4	4			
Coordination of Environmental CATEX w/ FAA		2	2	4			
TXK Site Visit (4)	48	48	48	48			
Coordination with FAA Owned Utility		22	22	22			
Weekly Internal Aviation Dept. Mtg.'s	36	36	36	36		36	12
Pavement Section Alternatives	1	6	10	12			
Final Pavement Design	1	2	2	10			
Finalize Layouts & Alignments	1	2	12	18		22	
Finalize Modeling of Aircraft Turning Radi/Movement		2	2	10		20	
Finalize Line of site study		2	2	10			
Review of Layouts with Owner	9	9	9	9			
Final Drainage Calculations	2	2	2	20		12	
Final Construction Safety & Phasing Plan	2	2	2	10		5	
Review Construction Safety & Phasing Plan w/ Owner	2	6	6	6			
Review of Geotech Report			2	2			1
Airspace (eFile)				6		4	
Final SWPPP plan		2	2	4			
Update DBE Goals based on Final Design		2	2	6			
Update DBE Plan based on final design		2	2	6			
Finalize Engineer's Report	2	6	10	20		6	
Finalize Construction Quantities	2	4	12	12		2	
Finalize Construction Cost Estimates	2	4	12	12			
Final QC review (Engrs.'s Report and Plans)	10	12	20	20		2	
Final Plan Review w/ Owner	9	9	9	10		2	
Reproduction for Submittal Review		2	2	22		2	22
PRELIMINARY PLANS & SPECS.							
Cover Sheet (1)			1	1		2	
Index Sheet (1)			1	1		2	
Construction Phasing (1)	2	2	6	20		22	
Construction Safety (1)	2	2	10	20		20	
General Notes (2)			2	4		8	
Survey Control (3)			1	1		2	
Topographic Survey (4)			1	3		6	
Limits of Construction (2)			1	6		6	
Erosion Control Plan & Details (2)			1	10		10	
Demolition Plan (2)			2	12		18	
Site Layout (2)	2	2	10	20		20	
Pavement Geomerty (3)		2	10	20		50	
Pavement Section & Details (1)	2	2	2	10		12	
Runway Plan & Profile (12)	10	10	20	40		40	
Runway Grading (10)	2	6	6	80		30	
Runway Cross Sections (24)	6	6	12	40		40	
Pavement Markings Layout (3)	2		2	20		30	
Pavement Marking Details (1)			2	10		12	
Electrical Layout (12)	4	6	10	25		80	
Electrical Duct Bank & Details (2)			1	6		6	
Review of Electrical Design	6	10	12	20		6	
Miscellaneous Details (3)			2	10		12	
Construction Contract Documents	6	10	12	26			80
Technical Specifications	6	10	12	40			80
Hour Subtotal	203	302	417	836	0	547	195
Salary Costs	\$14,366.31	\$15,752.32	\$16,087.86	\$25,314.08	\$0.00	\$15,518.39	\$5,046.60
SUBTOTAL SALARIES							\$92,085.56
Labor and General Administrative Overhead							\$165,404.08
SUBTOTAL TOTAL SALARIES + OVERHEAD							\$257,489.64
Direct Non-Labor Expenses							
Document Printing, Reproductions					\$300.00		
Supplies							
Postage, Freight							
Travel Costs 10 trips @ 274 miles (rd trip)					\$2,500.00		
SUBTOTAL - Direct Non-Labor Expenses					\$2,800.00		\$2,800.00
Subtotal							\$260,289.64
Profit (15%)							\$38,623.45
TOTAL FEE (MCE)							\$298,913.09

Attachment: 2025-013 ATTH 02 - WO 1 Runway 4-22 Strengthening (4411 : 2025-013 RES Airport Runway Strengthen)

Texarkana Regional Airport (TXK)
Runway 4 Strengthening (Overlay)
Bidding & Contract Awarding Services



Tasks	Principal - III	Project Manager - VI	Project Manager - III	Project Designer - VI	Project Designer - III	Draftsman - III	Spec Writer - II	Project Accountant - IV	Project Accountant - II
	\$70.77 hr	\$52.16 hr	\$46.63 hr	\$39.42 hr	\$38.58 hr	\$28.38 hr	\$25.88 hr	\$44.23 hr	\$25.84 hr
BIDDING SERVICES									
Draft Advertisement for Bids		1					4		
Prepare Bids/contract Documents		1			2		4		
Respond to Questions/Issue RFI's		2			3		4		
Prepare and Issue Addendums	1	1			3		4		
Prepare Pre Bid Meeting Agenda					1		2		
Conduct Pre Bid Mtg		9			12				
Issue Pre Bid Meeting Minutes					2		1		
Conduct Bid Opening		9			12		2		
AWARD OF CONSTRUCTION CONTRACT									
Evaluate All Bids and Prepare Certified Bid Tab		1			4		3		
Verify Bidders Have Meet Bidding Requirements		2	1		2				
Make Recommendation of Apparent Low Bidder		1			1				
Prepare Notice of Award					1		1		
Prepare Construction Contracts					2		2		
Review Performance and Payment Bonds					1		2		
Review Insurance					2		6		
Prepare Agenda for Pre Construction Meeting					10		6		
Attend Pre Construction Meeting	9	9			12				
Hour Subtotal	10	36	1	0	70	0	41	0	0
Salary Costs	\$707.70	\$1,877.76	\$46.63	\$0.00	\$2,700.60	\$0.00	\$1,061.08	\$0.00	\$0.00

SUBTOTAL SALARIES \$6,393.77

Labor and General Administrative Overhead \$11,484.49

Direct Non-Labor Expenses

Document Printing, Reproductions	\$100.00
Supplies	\$0.00
Mileage (\$0.705/Miles for 840 miles)	\$592.20
Postage, Freight	\$50.00
SUBTOTAL - Direct Non-Labor Expenses	\$742.20

Subtotal \$18,620.46

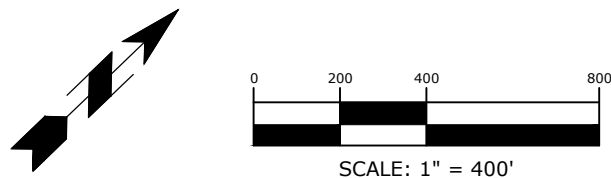
Profit (15%) \$2,681.74

TOTAL FEE \$21,302.20

Attachment: 2025-013 ATTH 02 - WO 1 Runway 4-22 Strengthening (4411 : 2025-013 RES Airport Runway Strengthen)

Appendix B

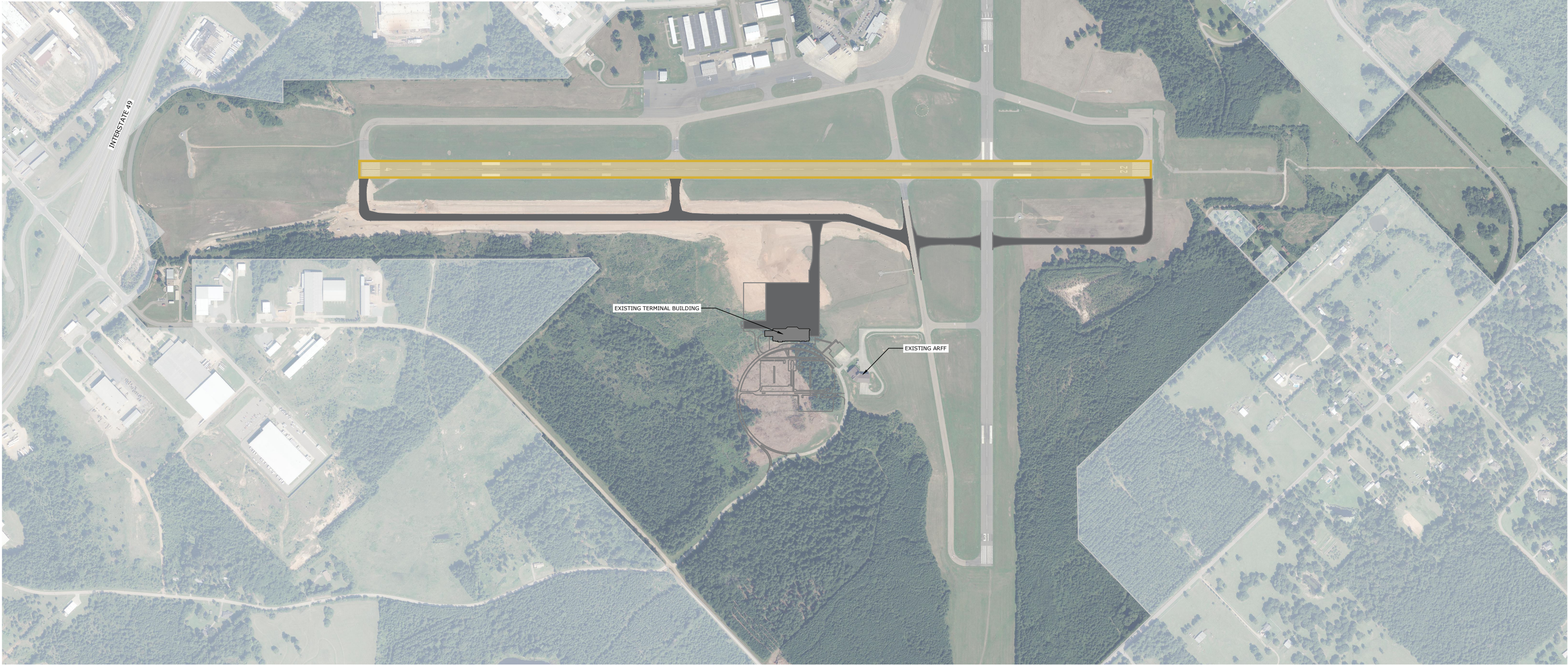
Attachment: 2025-013 ATTH 02 - WO 1 Runway 4-22 Strengthening (4411 : 2025-013 RES Airport Runway Strengthen)



PROJECT KEY

- TAXIWAY DELTA AND TERMINAL APRON PHASE 1 CONSTRUCTION (COMPLETE, NOT SHOWN IN AERIAL)
- RUNWAY OVERLAY

EXISTING RUNWAY 4-22 LENGTH = 6,602'



2025-013 ATTH 02

8.8.c

TEXARKANA REGIONAL AIRPORT

TEXARKANA, AR | RUNWAY 4-22 OVERLAY SKETCH 11.22.2024



TXK Airport Runway 4-22 Strengthening

Texarkana, Arkansas
MCE26-166 - Proposed Exploration Plan - Sheet 1

Legend

- Proposed Boring Location (6.5')

2025-013 ATTH 02

8.8.c



Google Earth

Image © 2024 Airbus

Attachment: 2025-013 ATTH 02 - WO 1 Runway 4-22 Strengthening (4411 : 2025-013 RES Airport Runway

TXK Airport Runway 4-22 Strengthening

Texarkana, Arkansas
MCE26-166 - Proposed Exploration Plan - Sheet 2

Legend

- Proposed Boring Location (6.5')

2025-013 ATTH 02

8.8.c



Google Earth

Image © 2024 Airbus

E 19th St



Attachment: 2025-013 ATTH 02 - WO 1 Runway 4-22 Strengthening (4411 : 2025-013 RES Airport Runway

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☒ Provide a Safe Community ☒ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☒ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☒ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☐ None Required	☐

Other:

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 1/7/2025 2:06 PM

Lead Department: Planning & Zoning Commission **Action Officer:** Laura Puckett, Zoning Administrator
Ordinance No. 2025-016 rezoning on Lot 1, Moores Lane Business Park, located at 1521 Moores Lane from Agriculture/Planned Development-Commercial to Single Family-1/Planned Development-Commercial. Emanuel Sanchez, owner and Jeffrey Wood, MTG Engineers and Surveyors, agent.

Subject: Sanchez, owner and Jeffrey Wood, MTG Engineers and Surveyors, agent.

Briefing: 2/10/2025 **Public Hearing:** 2/10/2025 **Council Vote:** 2/10/2025

Item Schedule

Schedule 2: Brief once - vote once (two weeks)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Emanuel Sanchez, owner, and Jeffrey Wood, MTG Engineers and Surveyors, agent to rezone Lot 1, Moores Lane Business Park, located at 1521 Moores Lane from Agriculture/Planned Development-Commercial to Single Family-1/Planned Development-Commercial. There is a home located at 1521 Moores Lane and that residential use is not changing.

The Future Land Use Map has designated this property as "Regional Commercial".

The adjacent zoning is Office to the North, Multiple Family-1 to the west, Commercial to the south and east. The adjacent land use is vacant land to the north, south and east, and nursing home to the west.

Staff recommend approval of this request.

The applicant should also be aware that if this zoning change is approved, all other applicable city code/ordinance requirements must be met including but not limited to new drainage ordinance, stormwater design manual, building codes, setbacks, subdivision, fire, parking, drainage, water, and sewer prior to the issuance of building permits.

All notification and application requirements have been met to consider this request.

Potential Options:

Approved

Fiscal Implications:

City of Texarkana, Texas

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

December 2, 2024

Attachments

- a. 2025-016 ORD Rezoning 1521 Moores Lane (DOCX)
- b. 2025-016 ATTH 01 (Maps) (PDF)
- c. 2025-016 ATTH 02 (Plat) (PDF)
- d. 2025-016 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed
01/07/2025 2:30 PM			
Public Works Department	Dusty Henslee	Reviewer	Completed
01/07/2025 2:34 PM			
City Manager	David Orr	Reviewer	Completed 01/07/2025
2:54 PM			
City Council	Jennifer Evans	Meeting	Completed 01/13/2025
6:00 PM			

Meeting History

Z-24-13

ORDINANCE NO. 2025-016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING ON LOT 1, MOORES LANE BUSINESS PARK, LOCATED AT 1521 MOORES LANE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM AGRICULTURE/PLANNED DEVELOPMENT-COMMERCIAL TO SINGLE FAMILY-1/PLANNED DEVELOPMENT-COMMERCIAL; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone on **Lot 1, Moores Lane Business Park, located at 1521 Moores Lane**, in the City of Texarkana, Bowie County, Texas, from **Agriculture/Planned Development-Commercial to Single Family-1/Planned Development-Commercial**; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted five (5) to zero (0) to recommend for approval of the application for rezoning from Agriculture/Planned Development-Commercial to Single Family-1/Planned Development-Commercial on Lot 1, Moores Lane Business Park, located at 1521 Moores Lane** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicants agreed to amend the application from **Agriculture/Planned Development-Commercial to Single Family-1/Planned Development-Commercial**; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Agriculture/Planned Development-Commercial to Single Family-1/Planned Development-Commercial** is in the best interest of the public health, safety, morals and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

Attachment: 2025-016 ORD Rezoning 1521 Moores Lane (4418 : 2025-016 ORD rezoning from A-C to C at 1521 Moores Lane)

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone on **Lot 1, Moores Lane Business Park, located at 1521 Moores Lane** in the City of Texarkana, Bowie County, Texas, from **Agriculture/Planned Development-Commercial to Single Family-1/Planned Development-Commercial**.

SECTION 2: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **10th day of February, 2025**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

1521 Moores Lane



Attachment: 2025-016 ATTH 01 (Maps) (4418 : 2025-016 ORD rezoning from A-C to C at 1521 Moores Lane)

1521 Moores Lane



Attachment: 2025-016 ATTH 01 (Maps) (4418 : 2025-016 ORD rezoning from A-C to C at 1521 Moores Lane)



City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☒ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☒ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

Public Information Plan:

☒	Newspaper Notice (Required by Statute)	☒	Public Hearing (Required by Statute)
☐	Public Forum/Input Session	☐	Press Release
☐	E-News Distribution	☐	Website Notice
☐	Social Media (Twitter, Facebook, etc.)	☐	Special Mailing
☐	Flyers Posted	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	

Other:

City of Texarkana, Texas

Version: E

Update Date: 12/3/2024 12:18 PM

Briefing Sheet

Lead Department: Fire Department **Action Officer:** Chris Black, Fire Chief
Subject: Resolution No. 2024-118 approving an amendment to "Contract for Exclusive Ambulance Service" with LifeNet, Inc., by revising the Schedule of User Fees; and amending the FY25 Master Fee List by adding the LifeNet Schedule of User Fees.

Briefing: 1/13/2025 **Public Hearing:** 1/13/2025 **Council Vote:** 1/13/2025

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Lifenet requests a change to the Schedule of User Fees (page 16) in the City's Contract for Exclusive Ambulance Service to reflect certain changes in Texas law and to enhance its ability to provide an effective ambulance service. The changes proposed by Lifenet are to increase the contract rates beyond the annual inflation adjustments as per Section 15.03 of the contract; and the request for the rate increases is in part due to state mandates (SB 2476) for billing and the continued rising cost of providing ambulance service. Approval of this resolution will also amend the FY25 Master Fee List to add the Schedule of User Fees.

Potential Options:

- Approve
- Deny

Fiscal Implications:

There are no direct fiscal implications for the City regarding the proposed changes. The rate changes proposed for LifeNet patients are subject, as applicable, to state and federal law and Medicare reimbursement regulations.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

City of Texarkana, Texas

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2024-118 RES Amending LifeNet Contract (jcl rev3) (DOCX)
- b. 2024-118 ATTH 01 - 2024 Amendment (jcl rev3) (PDF)
- c. 2024-118 ATTH 02 - LifeNet Rate Increase Letter_TXK_TX (PDF)
- d. 2024-118 ATTH 03 - LifeNet Stairstep notice (PDF)
- e. 2024-118 Goals & Perspectives (DOCX)
- f. 2024-118 RES Amd. Lifenet Contract signed (PDF)

Staff Coordination

Fire Department	Chris Black	Department Head Review	Completed	
	10/03/2024 5:08 PM			
City Attorney	Jeffery C. Lewis	Review	Completed	11/25/2024
	2:54 PM			
Public Works Department		Angela Humphrey	Reviewer	Completed
	12/02/2024 7:26 AM			
City Manager	David Orr	City Manager Review	Completed	12/02/2024
	8:13 AM			
City Council	Jennifer Evans	Meeting	Completed	12/09/2024
	6:00 PM			

Meeting History

12/09/24	City Council	MOVED FORWARD	Next: 01/13/25
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RESOLUTION NO. 2024 – 118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING AN AMENDMENT TO “CONTRACT FOR EXCLUSIVE AMBULANCE SERVICE” WITH LIFENET, INC., BY REVISING THE SCHEDULE OF USER FEES; AMENDING THE FY25 MASTER FEE LIST BY ADDING THE LIFENET SCHEDULE OF USER FEES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, (“City”), pursuant to Ordinance No. 010-08 [approved January 28, 2008], entered into the “Contract for Exclusive Ambulance Service” with LifeNet, Inc., which was updated and amended as authorized by Resolution 2021-119 [approved January 10, 2022] (hereinafter, “the Contract”); and

WHEREAS, Lifenet requests a revision to the “Schedule of User Fees” at page 16 of the Contract, beginning January 1, 2025, to reflect certain changes in Texas law and to enhance its ability to provide an effective ambulance service; and

WHEREAS, staff and legal counsel have reviewed the proposed changes; and

WHEREAS, the City and Lifenet desire to amend the Contract with the “2024 Amendment to ‘Contract for Exclusive Ambulance Service’”, attached hereto as **ATTH 01**, incorporated herein by reference for all purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The 2024 Amendment to “Contract for Exclusive Ambulance Service”, attached as **ATTH 01** to this Resolution, is approved. The City Manager is hereby authorized to execute this amendment on behalf of the City.

SECTION 2: The FY25 Master Fee List is hereby amended to add the “Schedule of User Fees” set out in the attached **ATTH 01**.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **9th day of December, 2024**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2024-118 RES Amending LifeNet Contract (jcl rev3) [Revision 3] (4333 : 2024-118 RES Amending LifeNet Contract)

2024 Amendment to “Contract for Exclusive Ambulance Services”

This 2024 Amendment to the “Contract for Exclusive Ambulance Service” is made, entered into, and effective on this the **1st day of January, 2025**, by and between the City of Texarkana, Texas, a home-rule municipality (the “City”), and LifeNet, an Arkansas Corporation (“LifeNet”) (collectively, the “Parties”).

WHEREAS, pursuant to Ordinance No. 010-08 [approved January 28, 2008], the Parties entered into the “Contract for “Exclusive Ambulance Service”, which was updated and amended as authorized by Resolution 2021-119 [approved January 10, 2022] (hereinafter, “the Contract”); and

WHEREAS, page 16 of the Contract specifies and itemizes a “Schedule of User Fees” for the services provided by LifeNet; and

WHEREAS, pursuant to Paragraph 13.03 of the Contract, if there is any law, rule, regulation, standard, or interpretation which in any way substantially changes the method or amount of reimbursement or payment, either Party may give the other notice of either its intent to terminate the Agreement, or to compensate the Party for the prohibition, restriction, limitation, or change; and

WHEREAS, on October 1, 2024, LifeNet notified the City of substantial legal changes to the method and amount of reimbursement for specific services arising from the enactment of S.B. No. 2476 (eff. September 1, 2023), and the Parties have agreed to revise the Contract’s “Schedule of User Fees”.

NOW THEREFORE, the Parties agree to amend the Contract as follows:

Page 16 of the Contract —“Schedule of User Fees”—shall be replaced with the attached revised schedule [one page], incorporated herein by reference for all purposes.

All other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, acting under authority, have caused this 2024 Amendment to the “Contract for Exclusive Ambulance Service” be duly executed in several counterparts, each of which shall constitute an original, as of the day and the year written above.

City of Texarkana, Texas

LifeNet

By: _____
Dr. David Orr, City Manager

By: _____
Alyssa Haley, CEO

Attest:

Jennifer Evans, City Secretary

Attachment: 2024-118 ATTH 01 - 2024 Amendment (jcl rev3) [Revision 1] (4333 : 2024-118 RES Amending LifeNet Contract)

Schedule of User Fees

Subject to state and federal law and regulations, LifeNet is hereby authorized to charge user fees for ground ambulance services as follows:

Rates	1/1/25 - 12/31/25	Beginning 1/1/26
Emergency Base Rate	\$1,236*	\$1,571*
Non-Emergency Base Rate	\$813*	\$1,006*
Special Event	\$100 per hour	\$100 per hour
Loaded Mileage	\$20.37 per loaded mile*	\$20.37 per loaded mile*
False Alarm	\$417	\$417
Lift Assist	\$417	\$417

In addition, LifeNet may bill itemized charges for disposable supplies, procedures (e.g. cardiac monitoring), subscription membership, and durable medical equipment replacement. Establishment of such fees will be at LifeNet's discretion.

* revised by Res. No. 2024-118 / 2024 Amendment to "Contract for Exclusive Ambulance Services"

LIFENET

Dr. Orr,

October 1, 2024

As contractually stated in section 13.03 and 15.03, LifeNet is submitting in writing a request to increase our current contract rates since the state of Texas signed SB 2476 that mandated a subset of commercial payers to pay 325% of Medicare rates for ambulance services. In order to capture that reimbursement from the insurance companies, we will need to increase our fee schedule. Additionally, the rising cost of ambulances, the necessary required equipment by the state to provide services, medications, and human resources have impacted our operational costs significantly. Despite these increases, we have maintained lower rates than our competitors for the citizens of Texarkana, Texas. Looking at the data since 2008, we have only increased our rates for non-emergency by \$183.94 and for emergency by of \$242.38 for an average of \$213.16 over the last 16 years.

Below is the requested schedule of fees. I have also included some data from surrounding cities so you may see we are in line with other surrounding agencies fee schedule.

City of Texarkana, TX

[Transportation, by ambulance, Advanced Life Support level 1 \(Emergency, flat rate\) | FAIR Health \(fairhealthconsumer.org\)](#)

	Current Rates	Proposed Rates
Non Emergency Base Rate	523.94	1,006
Emergency Base Rate	732.38	1,571

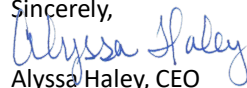
TX SB 2476			
		Medicare Rates	325%
ALS non-emergency	A0426	320.63	1,042.05
ALS emergency	A0427	512.64	1,666.08

Other agencies in the surrounding area charges

	Longview			Mt Pleasant		Marshall		Longview
	Fouke AR	TX	Tyler TX	Hope AR	TX	Kilgore TX	TX	TX
Non-Emer Base Rates	1,000	1,217	1,006	1,000	1,061	1,217	1,217	1,217
Emer Base Rates	1,650	1,571	1,791	1,650	1,500	1,571	1,571	1,571

Thank you for your consideration in this matter.

Sincerely,



Alyssa Haley, CEO

From: Alyssa B. Haley <abhaley@LifeNetEMS.org>
Sent: Monday, November 25, 2024 12:17 PM
To: TEX-Orr, David <david.orr@texarkanatexas.gov>; TTFD-Black, Chris <cblack@texarkanatexas.gov>
Subject: LifeNet Rate Increase

Dr. Orr and Chief Black,

My CFO and I met and looked at our numbers and we believe we can make a 12-month stair step work with our request. We'd like to implement an approx. 60% increase (after approval of course) in January 2025 and the remaining amount in January 2026. We are open to a workgroup special session with the council if needed to answer any questions.

Please let me know if we are confirmed on the public hearing agenda for 12/9.

	Current Rates	Proposed Rates January 2025	Proposed Rates January 2026
Non Emergency Base Rate	523.94	813	1,006
Emergency Base Rate	732.38	1,236	1,571

Thank you,
Alyssa

Alyssa B. Haley
Chief Executive Officer

LIFENET
6225 St. Michael Dr. Texarkana, Texas 75501

Office: (903) 832-8531
Fax: (903) 832-0215
Email: abhaley@LifeNetEMS.org

 
www.lifenetems.org

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LifeNet, Inc., as an ambulance service provider, provides health care services directly to patients. As such, LifeNet, Inc. is a "covered entity" under the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule. 45 C.F.R. §§ 160.103. The HIPAA Privacy Rule expressly permits covered entities, to share PHI with another covered entity, such as LifeNet, Inc., for treatment and billing activities of the entity receiving the PHI. 45 C.F.R. §§ 164.506(c).

Please consider the environment before printing this e-mail.

Attachment: 2024-118 ATTH 03 - LifeNet Stairstep notice (4333 : 2024-118 RES Amending LifeNet Contract)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☒ Provide a Safe Community ☒ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☒ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☒ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

None

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

None

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☒ None Required	☐

Other:

RESOLUTION NO. 2024 – 118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING AN AMENDMENT TO “CONTRACT FOR EXCLUSIVE AMBULANCE SERVICE” WITH LIFENET, INC., BY REVISING THE SCHEDULE OF USER FEES; AMENDING THE FY25 MASTER FEE LIST BY ADDING THE LIFENET SCHEDULE OF USER FEES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, (“City”), pursuant to Ordinance No. 010-08 [approved January 28, 2008], entered into the “Contract for Exclusive Ambulance Service” with LifeNet, Inc., which was updated and amended as authorized by Resolution 2021-119 [approved January 10, 2022] (hereinafter, “the Contract”); and

WHEREAS, Lifenet requests a revision to the “Schedule of User Fees” at page 16 of the Contract, beginning January 1, 2025, to reflect certain changes in Texas law and to enhance its ability to provide an effective ambulance service; and

WHEREAS, staff and legal counsel have reviewed the proposed changes; and

WHEREAS, the City and Lifenet desire to amend the Contract with the “2024 Amendment to ‘Contract for Exclusive Ambulance Service’”, attached hereto as **ATTH 01**, incorporated herein by reference for all purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

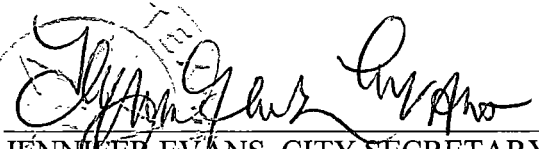
SECTION 1: The 2024 Amendment to “Contract for Exclusive Ambulance Service”, attached as **ATTH 01** to this Resolution, is approved. The City Manager is hereby authorized to execute this amendment on behalf of the City.

SECTION 2: The FY25 Master Fee List is hereby amended to add the “Schedule of User Fees” set out in the attached **ATTH 01**.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **13th day of January, 2025**.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:52 p.m.

Attachment: 2024-118 RES Amd. Lifenet Contract signed (4333 : 2024-118 RES Amending LifeNet Contract)

2024 Amendment to “Contract for Exclusive Ambulance Services”

This 2024 Amendment to the “Contract for Exclusive Ambulance Service” is made, entered into, and effective on this the **1st day of January, 2025**, by and between the City of Texarkana, Texas, a home-rule municipality (the “City”), and LifeNet, an Arkansas Corporation (“LifeNet”) (collectively, the “Parties”).

WHEREAS, pursuant to Ordinance No. 010-08 [approved January 28, 2008], the Parties entered into the “Contract for “Exclusive Ambulance Service”, which was updated and amended as authorized by Resolution 2021-119 [approved January 10, 2022] (hereinafter, “the Contract”); and

WHEREAS, page 16 of the Contract specifies and itemizes a “Schedule of User Fees” for the services provided by LifeNet; and

WHEREAS, pursuant to Paragraph 13.03 of the Contract, if there is any law, rule, regulation, standard, or interpretation which in any way substantially changes the method or amount of reimbursement or payment, either Party may give the other notice of either its intent to terminate the Agreement, or to compensate the Party for the prohibition, restriction, limitation, or change; and

WHEREAS, on October 1, 2024, LifeNet notified the City of substantial legal changes to the method and amount of reimbursement for specific services arising from the enactment of S.B. No. 2476 (eff. September 1, 2023), and the Parties have agreed to revise the Contract’s “Schedule of User Fees”.

NOW THEREFORE, the Parties agree to amend the Contract as follows:

Page 16 of the Contract —“Schedule of User Fees”—shall be replaced with the attached revised schedule [one page], incorporated herein by reference for all purposes.

All other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, acting under authority, have caused this 2024 Amendment to the “Contract for Exclusive Ambulance Service” be duly executed in several counterparts, each of which shall constitute an original, as of the day and the year written above.

City of Texarkana, Texas

By:



Dr. David Orr, City Manager

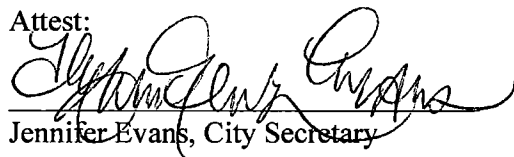
LifeNet

By:



Alyssa Haley, CEO

Attest:



Jennifer Evans, City Secretary

Schedule of User Fees

Subject to state and federal law and regulations, LifeNet is hereby authorized to charge user fees for ground ambulance services as follows:

Rates	1/1/25 - 12/31/25	Beginning 1/1/26
Emergency Base Rate	\$1,236*	\$1,571*
Non-Emergency Base Rate	\$813*	\$1,006*
Special Event	\$100 per hour	\$100 per hour
Loaded Mileage	\$20.37 per loaded mile*	\$20.37 per loaded mile*
False Alarm	\$417	\$417
Lift Assist	\$417	\$417

In addition, LifeNet may bill itemized charges for disposable supplies, procedures (e.g. cardiac monitoring), subscription membership, and durable medical equipment replacement. Establishment of such fees will be at LifeNet's discretion.

* revised by Res. No. 2024-118 / 2024 Amendment to "Contract for Exclusive Ambulance Services"

City of Texarkana, Texas

Version: A

Update Date: 12/18/2024 9:43 AM

Briefing Sheet

Lead Department: Planning & Zoning Commission **Action Officer:** Laura Puckett, Zoning Administrator
Subject: Ordinance No. 2024-157 granting a Specific Use Permit to allow one additional use and location for an off-premise digital billboard on Lot 2B, Block 5, Wal-Mart 2nd Addition, located at 606 Walton Drive. Mark Dean, owner, and Chad Shipp, agent.

Briefing: 1/13/2025 **Public Hearing:** 1/13/2025 **Council Vote:** 1/13/2025

Item Schedule

Schedule 2: Brief once - vote once (two weeks)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Mark Dean, owner, and Chad Shipp, agent for a Specific Use Permit to allow one additional use and placement of an off premise digital billboard on Lot 2B, Block 5, Wal-Mart 2nd Addition, located at 606 Walton Drive. The property is zoned Commercial.

The Future Land Use Map has designated this property as "Regional Commercial".

The adjacent zoning is Commercial to the north, west, and south, I-369 to the east. The adjacent land usage is a vacant property north, west, and south, and I-369 to the east.

Staff recommend approval of this request with the following stipulations:

1. That all City codes be met as to permits, setbacks, height and square footage of the signage.
2. That the sign cannot be placed inside of a public right of way or public utility easement.

The applicant should also be aware that if this zoning change is approved, all other applicable city code/ordinance requirements must be met including but not limited to building codes, setbacks, subdivision, fire, parking, drainage, water, and sewer prior to the issuance of building permits.

All notifications and application requirements have been met to consider this request.

City of Texarkana, Texas

Potential Options:

Approved

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

December 2, 2024

Attachments

- a. 2024-157 ORD granting SUP for Off-Premise Billboard 606 Walton Dr (DOCX)
- b. 2024-157 ATTH 01 (Maps) (PDF)
- c. 2024-157 ATTH 02 (Billboard photo example) (PDF)
- d. 2024-157 Goals & Perspectives (DOCX)
- e. 2024-157 ORD SUP billboard 6060 Walton Dr signed (PDF)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed
12/03/2024 10:56 AM			
Public Works Department	Dusty Henslee	Reviewer	Completed
12/03/2024 11:25 AM			
City Manager	David Orr	Reviewer	Completed 12/03/2024
2:56 PM			
City Council	Jennifer Evans	Meeting	Pending 09/09/2024
6:00 PM			

Meeting History

12/09/24 City Council MOVED FORWARD Next: 01/13/25

S-799

ORDINANCE NO. 2024-157

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY, AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-799 FOR ONE ADDITIONAL USE AND LOCATION OF AN OFF-PREMISE DIGITAL BILLBOARD ON LOT 2B, BLOCK 5, WAL-MART 2ND ADDITION, LOCATED AT 606 WALTON DRIVE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow one additional use and location for an off-premise digital billboard **on Lot 2B, Block 5, Wal-Mart 2nd Addition, located at 606 Walton Drive**, in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the one additional use and location of an off-premise digital billboard** on said property; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit** is in the best interest of the public health, safety, morals and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-799 to allow the one additional use and location of an off-premise digital billboard on Lot 2B, Block 5, Wal-Mart 2nd Addition, located at 606 Walton Drive**, in the City of Texarkana, Bowie County, Texas.

SECTION 2: That the following stipulations are hereby imposed and made a part of this ordinance:

1. That all City codes be met as to permits, setbacks, height, and square footage of the signage.
2. Signs cannot be placed inside of a public right of way or public utility easement.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 4: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 5: That this ordinance shall be in full force and effect from and after its passage and approval.

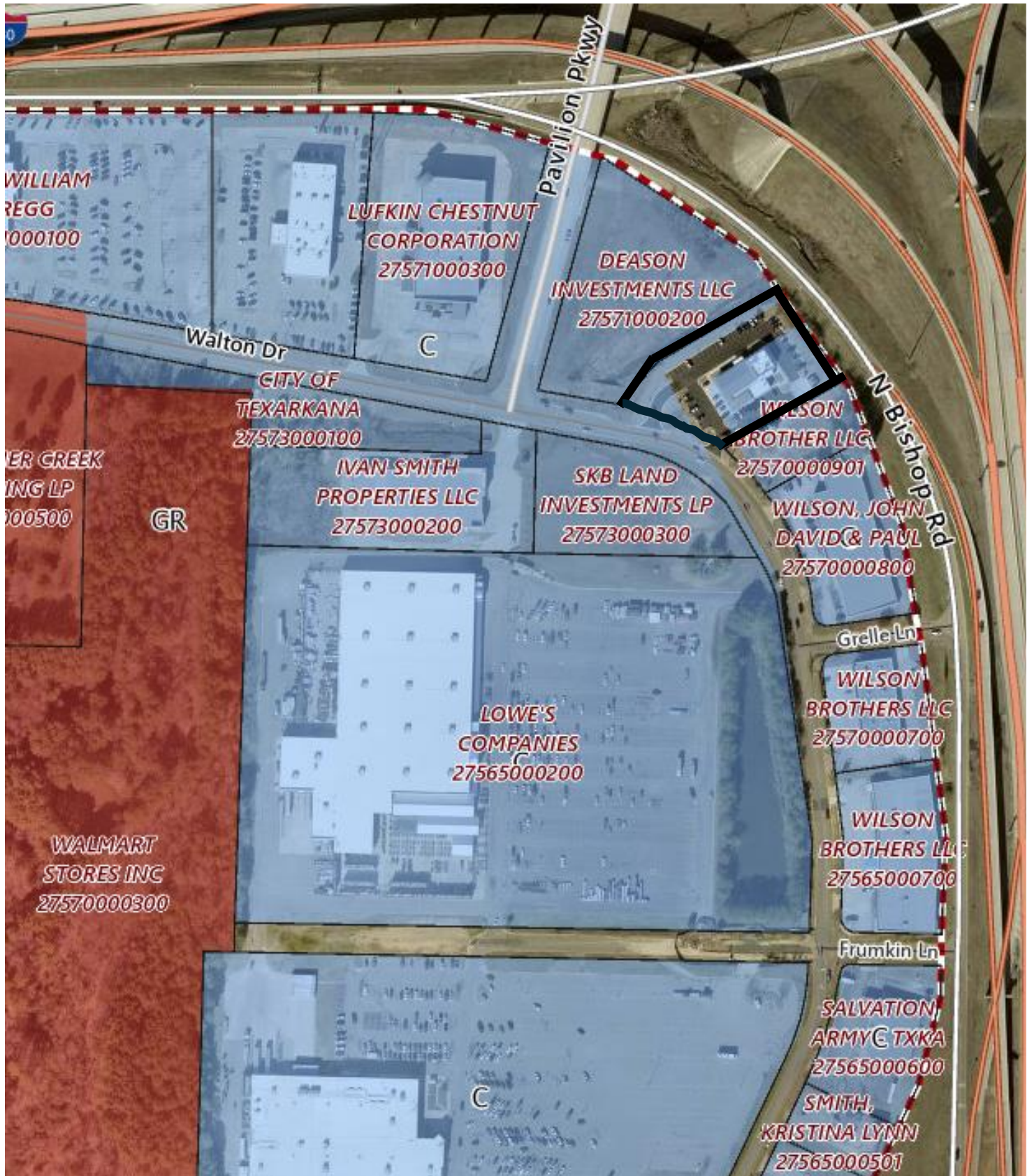
PASSED AND APPROVED in Regular Council Session on this the **13th day of January, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

606 Walton Drive



Attachment: 2024-157 ATTH 01 (Maps) (4390 : 2024-157 ORD SUP for off premise digital billboard at 606 Walton Drive)

606 Walton Drive





City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☒ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☒ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

Public Information Plan:

☒	Newspaper Notice (Required by Statute)	☒	Public Hearing (Required by Statute)
☐	Public Forum/Input Session	☐	Press Release
☐	E-News Distribution	☐	Website Notice
☐	Social Media (Twitter, Facebook, etc.)	☐	Special Mailing
☐	Flyers Posted	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	

Other:

S-799

ORDINANCE NO. 2024-157

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY, AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-799 FOR ONE ADDITIONAL USE AND LOCATION OF AN OFF-PREMISE DIGITAL BILLBOARD ON LOT 2B, BLOCK 5, WAL-MART 2ND ADDITION, LOCATED AT 606 WALTON DRIVE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow one additional use and location for an off-premise digital billboard on Lot 2B, Block 5, Wal-Mart 2nd Addition, located at 606 Walton Drive, in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the one additional use and location of an off-premise digital billboard** on said property; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit** is in the best interest of the public health, safety, morals and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-799 to allow the one additional use and location of an off-premise digital billboard on Lot 2B, Block 5, Wal-Mart 2nd Addition, located at 606 Walton Drive**, in the City of Texarkana, Bowie County, Texas.

Attachment: 2024-157 ORD SUP billboard 6060 Walton Dr signed (4390 : 2024-157 ORD SUP for off premise digital billboard at 606 Walton

SECTION 2: That the following stipulations are hereby imposed and made a part of this ordinance:

1. That all City codes be met as to permits, setbacks, height, and square footage of the signage.
2. Signs cannot be placed inside of a public right of way or public utility easement.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 4: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 5: That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **13th** day of **January, 2025**.

ATTEST:


 JENNIFER EVANS, CITY SECRETARY


 BOB BRUGGEMAN, MAYOR

6:54

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 12/3/2024 9:01 AM

Lead Department: Planning & Zoning Commission **Action Officer:** Laura Puckett, Zoning Administrator

Subject: Ordinance No. 2024-159 granting a Specific Use Permit to allow the location of a double wide HUD code manufactured home on Lots 7-10, Block 8, Grandview Addition, located at 3120 Alexander Avenue. Jimmie Crowell, owner and Stoney Matlock, agent.

Briefing: 1/13/2025 **Public Hearing:** 1/13/2025 **Council Vote:** 1/13/2025

Item Schedule

Schedule 2: Brief once - vote once (two weeks)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Jimmie Crowell, owner, and Stoney Matlock, agent, for a Specific Use Permit to allow the location of a double wide HUD code manufactured home on Lots 7-10, Block 8, Grandview Addition, located at 3120 Alexander Avenue. This property is zoned Single Family-3 and is currently a vacant lot.

The Future Land Use Map has designated this property as "Suburban Residential".

The adjacent zoning is Single Family -3 to the north, south, east, and west. The adjacent land use is residential to the west and east, vacant land to the south, and north.

The City's Zoning Ordinance was amended to comply with the state law in 2002, requiring that all manufactured housing be HUD code building standard. This amendment also stipulated that all HUD code manufactured homes inside the city limits be placed in the Single Family-3 zoning district along with the approval of a Specific Use Permit.

Staff recommend approval of this request with the following stipulations:

1. That one 2018 or newer double wide HUD code manufactured home be allowed on this property.
2. That the double wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the double wide HUD code manufactured home be used for dwelling purposes only, human occupancy only.

City of Texarkana, Texas

4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

All notification and application requirements have been met to consider this request.

Potential Options:

Approves

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

December 2, 2024

Attachments

- a. 2024-159 ORD SUP HUD code mnfctrd home 3120 Alexander Ave. (DOCX)
- b. 2024-159 ATTH 01 (Maps) (PDF)
- c. 2024-159 Goals & Perspectives (DOCX)
- d. 2024-159 ORD SUP HCMH 3120 Alexander Ave signed (PDF)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed
12/03/2024 10:56 AM			
Public Works Department	Dusty Henslee	Reviewer	Completed
12/04/2024 7:02 AM			
City Manager	Jennifer Evans	Reviewer	Skipped
6:25 PM			12/09/2024

City of Texarkana, Texas

City Council
6:00 PM

Jennifer Evans

Meeting

Completed

12/09/2024

Meeting History

12/09/24

City Council

MOVED FORWARD

Next: 01/13/25

S-800

ORDINANCE NO. 2024-159

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-800 TO ALLOW THE LOCATION OF A DOUBLE-WIDE HUD CODE MANUFACTURED HOME ON LOTS 7-10, BLOCK 8, GRANDVIEW ADDITION, LOCATED AT 3120 ALEXANDER AVENUE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a double-wide HUD code manufactured home on **Lots 7-10, Block 8, Grandview Addition, located at 3120 Alexander Avenue**, in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a double-wide HUD code manufactured home** on said property; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit** is in the best interest of the public health, safety, morals and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-800 for the location of a double-wide HUD code manufactured home on Lots 7-10, Block 8, Grandview Addition, located at 3120 Alexander Avenue**, in the City of Texarkana, Bowie County, Texas.

Attachment: 2024-159 ORD SUP HUD code mnfctrd home 3120 Alexander Ave. (4391 : 2024-159 ORD SUP for double wide HUD code mnfctrd

SECTION 2: The following stipulations are hereby imposed and made a part of this ordinance:

1. That one 2018 or newer double-wide HUD code manufactured home be allowed on this property.
2. That the double-wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the double-wide HUD code manufactured home be used for dwelling purposes only, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 4: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **13th day of January, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☒ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☒ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

Public Information Plan:

☒	Newspaper Notice (Required by Statute)	☒	Public Hearing (Required by Statute)
☐	Public Forum/Input Session	☐	Press Release
☐	E-News Distribution	☐	Website Notice
☐	Social Media (Twitter, Facebook, etc.)	☐	Special Mailing
☐	Flyers Posted	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	

Other:

S-800

ORDINANCE NO. 2024-159

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-800 TO ALLOW THE LOCATION OF A DOUBLE-WIDE HUD CODE MANUFACTURED HOME ON LOTS 7-10, BLOCK 8, GRANDVIEW ADDITION, LOCATED AT 3120 ALEXANDER AVENUE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a double-wide HUD code manufactured home on **Lots 7-10, Block 8, Grandview Addition, located at 3120 Alexander Avenue**, in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a double-wide HUD code manufactured home** on said property; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit** is in the best interest of the public health, safety, morals and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-800 for the location of a double-wide HUD code manufactured home on Lots 7-10, Block 8, Grandview Addition, located at 3120 Alexander Avenue**, in the City of Texarkana, Bowie County, Texas.

SECTION 2: The following stipulations are hereby imposed and made a part of this ordinance:

1. That one 2018 or newer double-wide HUD code manufactured home be allowed on this property.
2. That the double-wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the double-wide HUD code manufactured home be used for dwelling purposes only, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

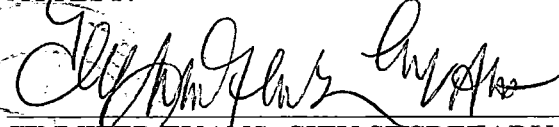
SECTION 3: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 4: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the 13th day of January, 2025.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:56 p.m.