

CITY OF TEXARKANA
CITY COUNCIL
AGENDA • FEBRUARY 10, 2025

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

Mayor

Bob Bruggeman

Ward 1

Jean H. Matlock

Ward 3

Steve Thompson

Ward 5

Cole Meador

Ward 2

Mary Hart

Ward 4

Christie Page

Ward 6

Jay Davis

Vision

The vision of the City is to be a thriving regional center for education, business, and culture which attracts and serves our residents and visitors.

Mission

The mission of the City is to provide customer-focused public services and regional leadership that serve our residents and visitors while offering a safe, vibrant, and welcoming community.

The City Council reserves the right to convene into closed session on any agenda item or issue if applicable pursuant to authorization by the Texas Open Meetings Act (Title 5, Chapter 551 of the Texas Government Code), and will reconvene into open session before taking any final action, decision, or vote on a matter deliberated.

- I. CALL TO ORDER, ROLL CALL, ESTABLISHMENT OF QUORUM**
- II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER JEAN MATLOCK**
- III. AMERICA 250 PLAQUE DONATION**
- IV. TEXAS HIGH SCHOOL - 2025 POLYNESIAN BOWL RECOGNITION**
- V. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST**

Upcoming City Council Meetings

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

Monday, April 14, 2025 at 6:00 p.m.

Parks & Recreation Activities

Feb. 16 th	Run the Line hosted by Partnership for the Pathway	7:30 pm	Downtown Broad Street
Feb. 27 th & 28 th	Fishing Derby	9:00 am	Spring Lake Park

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

Perot Theatre Event

The Price is Right Live will be held on February 22nd at 3:00 pm.

Tickets for shows are available at perottheatre.org.

11th Annual Arbor Day

On March 1st, Keep Texarkana Beautiful and Texas A&M Forest Service will give away FREE seedlings at the Spring Lake Park Rotary Splash Pad starting at 8:00 am until 10:00 am or until all seedlings are gone. The event will be drive-thru only from the Mall Drive entrance.

VI. 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.

VII. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**VIII. ITEMS FOR CONSIDERATION*****Consent Items***

1. Consider approval of the minutes of the Regular Meeting of the City Council held on January 13, 2025 at 6:00 PM.
2. Resolution No. 2025-017 accepting the State and Local Government Cyber Security Grant and authorizing the purchase of a vulnerability management solution from Tier4 Technologies of Texarkana, Texas, utilizing a State of Texas DIR Contract in an amount not to exceed \$29,612.60 with grant funding of \$11,364.27 and matching funds of \$18,248.33 included in the Texarkana Water Utilities (TWU) Technology Funds (Funds 61 & 62).

Public Hearing:

Council Vote: February 10, 2025

3. Resolution No. 2025-019 adopting the Hazard Mitigation Action Plan / Five Year Update in accordance with FEMA requirements.

Public Hearing:

Council Vote: February 10, 2025

4. Resolution No. 2025-020 authorizing the City Manager to execute a contract for the annual audit for the fiscal year ending September 30, 2024, with Forvis Mazars, LLP of Rogers, Arkansas, for a total cost not to exceed \$170,000 with funds budgeted in the General Fund (Fund 101) and the Texarkana Water Utilities Fund (Funds 61, 62, 71, 81, and 82).

Public Hearing:

Council Vote: February 10, 2025

5. Resolution No. 2025-021 authorizing a repair to the Wright Patman Water Treatment Plant #3 Low Service Pump for an amount not to exceed \$150,832, with funds budgeted in the Utility's 2024-2025 budget in the Lake Texarkana Fund.

Public Hearing:

Council Vote: February 10, 2025

6. Resolution No. 2025-022 authorizing the purchase of 10 warning sirens and related equipment from OmniWarn in an amount not to exceed \$486,145.02 through the TIPS Cooperative Purchasing Program with budgeted funds from the General Fund (Fund 101).

Public Hearing:

Council Vote: February 10, 2025

7. Resolution No. 2025-025 authorizing the purchase of an outdoor warning siren command center from Omni-Warn in an amount not to exceed \$26,445.86 through the TIPS Cooperative Purchasing Program with budgeted funds from the General Fund (Fund 101).

Public Hearing:

Council Vote: February 10, 2025

8. Ordinance No. 2025-026 authorizing sponsorship agreements for five ballfields at the Spring Lake Park Swanger Baseball Complex and amending budgeted revenues and expenditures in the Donation Fund (Fund 117) for the fiscal year beginning October 1, 2024, and ending September 30, 2025, in the amount of One Hundred Thousand Dollars (\$100,000) from the sponsor donations.

Public Hearing:

Council Vote: February 10, 2025

9. Resolution No. 2025-027 authorizing the City Manager to execute a Memorandum of Understanding (MOU) between the City of Texarkana, Texas, and the Veterans Services Office with a non-binding yearly financial support amount for veterans services up to \$11,060 per year, with funds budgeted in the General Fund (Fund 101).

Public Hearing:

Council Vote: February 10, 2025

10. Ordinance No. 2025-028 amending budgeted expenditures for the General Fund (Fund 101) and adding the amount of six million nine hundred forty-eight thousand nine hundred thirty-seven dollars and twenty-seven cents (\$6,948,937.27) for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for expenditures budgeted and unspent in the preceding fiscal year.

Public Hearing:

Council Vote: February 10, 2025

11. Resolution No. 2025-032 approving the Police Department's application for the FY2025 State Homeland Security grant.

Public Hearing:

Council Vote: February 10, 2025

12. Resolution No. 2025-033 approving the Police Department's application for the FY2026 Rifle-Resistant Body Armor Grant program.

Public Hearing:

Council Vote: February 10, 2025

13. Resolution No. 2025-034 authorizing the 2025 Homeland Security Grant application for the Thermal Imaging Camera Project with grant funds not to exceed \$28,117.84.

Public Hearing:

Council Vote: February 10, 2025

Action Items

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

Public Hearing:

Council Vote: February 10, 2025

15. 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

16. 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

IX. FIRST BRIEFINGS

1. Ordinance No. 2025-029 closing and abandoning a twenty-foot (20') alley right-of-way and retaining a utility easement in its place, in Block 1 of the Buchanan Avenue Addition.

Public Hearing: March 10, 2025

Council Vote: March 10, 2025

2. Ordinance No. 2025-030 rezoning on an approximate 2.408-acre tract of land (being Tract 10C), West Texarkana GDN, located at 921 Westlawn Drive (Ward 2) from Single Family-2 to Single Family-3, Maria Rodriguez, owner, and Julieta Rosas, agent.

Public Hearing: March 10, 2025

Council Vote: March 10, 2025

3. Ordinance No. 2025-031 granting a Specific Use Permit to allow the location of a double wide HUD code manufactured home on an approximate 2.408-acre tract of land (being Tract 10C), West Texarkana GDN, located at 921 Westlawn Drive (Ward 2). Maria Rodriguez, owner, and Julieta Rosas, agent.

Public Hearing: March 10, 2025

Council Vote: March 10, 2025

X. PUBLIC HEARINGS

1. 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

2. 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

3. 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

4. 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

5. 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

6. 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

7. Resolution No. 2025-024 authorizing support for a Texas Department of Housing and Community Affairs (TDHCA) housing tax credit development application for "Landmark On Pine" located at 301-319 Pine Street for senior housing.

Public Hearing: February 10, 2025
Council Vote: February 10, 2025

XI. CITY MANAGER'S REPORT

XII. ADMINISTRATIVE COMMENTS

1. City Council
2. City Staff

XIII. CLOSED SESSION

The City Council will convene into closed session pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) and Section 551.074 (Personnel Matters).

XIV. RECONVENE INTO OPEN SESSION

XV. ADJOURNMENT



Jennifer Evans
City Secretary

This open meeting of a governmental entity is subject to the Texas Open Meetings Act (Chapter 551, Government Code). The "Council Chambers" is the room or property where the City Council will hold this meeting.

Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun.

Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.

Pursuant to Section 46.03, Penal Code (places weapons prohibited), subsection (a)(14), a person commits an offense if the person intentionally, knowingly, or recklessly possesses or goes with a firearm, location-restricted knife, club, or prohibited weapon [listed in Penal Code Section 46.05(a)] in the room or rooms where a meeting of a governmental entity is held, if the meeting is an open meeting subject to Chapter 551, Government Code, and if the entity provided notice as required by that chapter.

This facility is wheelchair accessible and handicap parking is available. If you plan to attend this public meeting and you have a disability that requires special arrangements or accommodations, please call 903-798-3900 or (TTY) 1-800-RELAY TX (1-800-735-2989) at least 48 hours in advance.



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

Member Name	Title	Status	Arrived
Bruggeman	Mayor	Present	
Matlock	Ward 1	Present	
Hart	Ward 2	Present	
Thompson	Ward 3	Present	
Page	Ward 4	Absent	
Heador	Ward 5	Present	
is	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 Peebles, 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

Minutes Acceptance: Minutes of Jan 13, 2025 6:00 PM (Consent Items)

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
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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
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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
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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
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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
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Next: 2/10/2025 6:00 PM

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
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Next: 2/10/2025 6:00 PM

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
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Next: 2/10/2025 6:00 PM

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

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 2/5/2025 5:02 PM

Lead Department: Information Technology **Action Officer:** Brandon Uselton, IT Director
Resolution No. 2025-017 accepting the State and Local Government Cyber Security Grant and authorizing the purchase of a vulnerability management solution from Tier4 Technologies of Texarkana, Texas, utilizing a State of Texas DIR Contract in an amount not to exceed \$29,612.60 with grant funding of \$11,364.27 and matching funds of \$18,248.33 included in the Texarkana Water Utilities (TWU) Technology Funds (Funds 61 & 62).

Subject: Water Utilities (TWU) Technology Funds (Funds 61 & 62).

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

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The City of Texarkana Texas was awarded a State of Texas State and Local Government Cybersecurity Grant to help purchase a Tenable Vulnerability Management Solution from Tier4 Technologies of Texarkana Texas from a State of Texas DIR Contract for a total cost of \$29,612.60, with \$11,364.27 funded by the grant and a match of \$18,248.33 to be paid for with funds budgeted in the TWU Technology Funds (Funds 61 & 62).

Potential Options:

- Approve application
- Deny application

Fiscal Implications:

Funds are budgeted in the TWU Technology Funds (Funds 61 & 62)

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. 2025-017 RES Accepting Cyber Security Grant (DOCX)
- b. 2025-017 EXH 'A' Tenable VM_030624-01B (PDF)
- c. 2025-017 Goals & Perspectives (DOCX)

Staff Coordination

Information Technology	Brandon Uselton	Department Head Review	
Completed	02/04/2025 2:45 PM		
Finance Department	Kristin Peeples	Finance Review	Completed 02/04/2025 3:57 PM
Finance Department	Kristin Peeples	Review	Completed 02/05/2025 5:02 PM
City Manager		City Manager Review	Pending
City Council	Jennifer Evans	Meeting	Pending 02/10/2025 6:00 PM

Meeting History

RESOLUTION NO. 2025-017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE PURCHASE OF A CYBER SECURITY “TENABLE VULNERABILITY MANAGEMENT SOLUTION” FROM TIER4 TECHNOLOGIES LLC OF TEXARKANA, TEXAS, IN THE AMOUNT OF \$29,612.60 WITH GRANT FUNDING OF \$11,364.27 AND MATCHING FUNDS OF \$18,248.33 INCLUDED IN THE TEXARKANA WATER UTILITIES (TWU) TECHNOLOGY FUNDS BUDGET (FUNDS 61 & 62); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the 2025 State and Local Cybersecurity Grant awarded to the City of Texarkana, Texas, provides funding for the purchase of a Cyber Security Vulnerability Scanning Solution; and

WHEREAS, Tier4 Technologies of Texarkana, Texas submitted a quote, attached as **Exhibit “A”** from the State of Texas DIR (Contract number DIR-TSO-4315) for a Tenable Vulnerability Management Solution, which includes Quick Start Deployment, two days training, licensure, and twelve months of service/support at a total cost of \$29,612.60; and

WHEREAS, \$18,248.33 in grant matching funds for the purchase have been budgeted and appropriated in the Texarkana Water Utilities (TWU) Technology Funds (Funds 61 & 62) budget, and \$11,364.27 awarded from the 2025 Homeland Security Grant will reimburse the balance of the \$29,612.60 total purchase; and

WHEREAS, the City Council finds and determines that this purchase of Tenable Vulnerability Management Solution is in the best interests of the City.

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

SECTION 1: The City Council of Texarkana, Texas, (the “Council”) accepts and approves the **Exhibit “A”** quote from Tier4 Technologies of Texarkana, Texas, authorizes the City Manager to purchase the Tenable Vulnerability Management Solution at a total cost of \$29,612.60, and further authorizes the City Manager or designee to execute the requisite forms for grant reimbursement of this purchase from the 2025 Homeland Security Grant awarded to the City.

SECTION 2: THAT the Council does hereby authorize the submission of the application to the State and Local Cybersecurity Grant Program by and between the City of Texarkana, Texas and the State of Texas, Office of the Governor (OOG), for grant funds for the Cyber Security Vulnerability Scanning Project under Grant 5161901.

SECTION 3: THAT the Council hereby commits to provide all applicable matching funds for the Grant.

SECTION 4: THAT the Mayor of the City of Texarkana, Texas is authorized to apply for, accept,

reject, alter, or terminate the grant.

SECTION 5: THAT the Council hereby assures in the event of any loss or misuse of grant funds, the City of Texarkana, Texas will return the funds to the (OOG)

SECTION 6: 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

Tier4 Technologies LLC
5 Forsyth Cir
Texarkana, TX 75503
(430) 203.0575
sales@tier4.tech
Attn: Jeremy Lacey

**TO:**

Texarkana Water Utilities
Attn: Shanna Whiseant
808 Olive Street
Texarkana, TX 75501

QUOTE

QUOTE#030624-01
DATE: 3/6/2024

TX DIR Contract# DIR-TSO-4315*Quote is valid until 3/28/24*

QTY	SKU#	DESCRIPTION	PRICE	EXTENDED
1	TIOVM	Tenable Vulnerability Management (formerly Tenable.io) application licensed per asset *12-month subscription	\$21,875.00	\$21,875.00
1	TIOVM-STNDC	Standard Tenable Vulnerability Management (formerly Tenable.io) Container	\$0.00	\$0.00
1	TRG-TIO-ESS-SEAT	2 Day Seat - Access for 1 person to attend an available session of enable Vulnerability Management (formerly Tenable.io) Specialist Course	\$1,934.40	\$1,934.40
1	SVC-TIO-QS20-RMT	Quick Start Deploy Remote for Tenable Vulnerability Management (formerly Tenable.io)	\$5,803.20	\$5,803.20
			TOTAL	\$29,612.60

- Subscription to Tenable Vulnerability Management for 12 months upon execution
- Training & Remote Quick Start Deployment for Tenable Vulnerability Management

TO ORDER, PLEASE SIGN BELOW OR RETURN AN APPROVED PURCHASE ORDER.

Client Signature: _____

Date: _____

THANK YOU!

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:

City of Texarkana, Texas

Briefing Sheet

Version: A

Update Date: 1/29/2025 2:39 PM

Lead Department: Fire Department **Action Officer:** Chris Black, Fire Chief
Subject: Resolution No. 2025-019 adopting the Hazard Mitigation Action Plan / Five Year Update in accordance with FEMA requirements.

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

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This five-year plan update has been approved by the Texas Department of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA). It now requires approval and adoption by the City Council to complete the approval process.

Potential Options:

- Approve
- Reject

Fiscal Implications:

FEMA requires that the City develop and adopt a hazard mitigation plan as a condition of eligibility to qualify, apply for, and receive certain federal grants or disaster assistance and hazard mitigation funding.

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

- 2025-019 RES Adopting Hazard Mitigation Plan (jcl rev) (DOCX)

City of Texarkana, Texas

- b. 2025-019 ATTH 01 City of Texarkana Hazard Mitigation Plan 2024 FINAL
- c. 2025-019 ATTH 02 FEMA Approval Letter (PDF)
- d. 2025-019 Goals & Perspectives (DOCX)

Staff Coordination

Fire Department	Chris Black	Department Head Review	Completed	
	01/24/2025 10:01 AM			
City Attorney	Jeffery C. Lewis	Review	Completed	01/24/2025
2:10 PM				
City Manager	David Orr	City Manager Review	Completed	01/24/2025
3:09 PM				
City Council	Jennifer Evans	Meeting	Pending	02/10/2025
6:00 PM				

Meeting History

RESOLUTION NO. 2025-019**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ADOPTING THE HAZARD MITIGATION ACTION PLAN / FIVE YEAR UPDATE IN ACCORDANCE WITH FEMA REQUIREMENTS; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City of Texarkana, Texas, recognizes the threat that natural hazards pose to people and property within the community, and is committed to the safety and well-being of its residents, businesses, and visitors; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, the Federal Emergency Management Agency (FEMA) requires that communities develop and adopt a hazard mitigation plan as a condition of eligibility for certain federal disaster assistance and hazard mitigation funding; and

WHEREAS, the Hazard Mitigation Action Plan / Five Year Update [ATTH 01] was developed by the City's Hazard Mitigation Planning Team under the direction and guidance of the City's Office of Emergency Management and Ark-Tex Council of Governments, working in conjunction with the Texas Division of Emergency Management (TDEM), to identify potential hazards, assess risks, and propose mitigation strategies; and

WHEREAS, the Hazard Mitigation Action Plan / Five Year Update has been reviewed and approved by TDEM and FEMA Region 6, pending formal adoption by the City; and

WHEREAS, the City Council finds and determines that adoption of this plan demonstrates the City's commitment to increasing community resilience and to reducing the risks posed by natural hazards.

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

SECTION 1: The Hazard Mitigation Action Plan / Five Year Update ("the Plan") [ATTH 01] is hereby adopted by the City Council as an official plan of the City of Texarkana, Texas.

SECTION 2: The City Manager or designee is authorized to take any actions necessary to implement, administer, and update the Plan as required by FEMA guidelines, including authorization to appoint a Hazard Mitigation Coordinator to coordinate for the City all aspects of the Plan, including its review and maintenance, in accordance with this Resolution.

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 **10th day of February, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

U.S. Department of Homeland Security
FEMA Region 6
800 N. Loop 288
Denton, TX 76209



FEMA

January 22, 2025

Jennifer Charlton-Faia, Deputy State Hazard Mitigation Officer
Texas Division of Emergency Management
P.O. Box 285
Del Valle, Texas 78617-9998

RE: Approvable Pending Adoption of the Texarkana, Texas Single Jurisdiction
Hazard Mitigation Plan

Dear Jennifer Charlton-Faia:

This office has concluded its review of the referenced plan, in conformance with the Final Rule on Mitigation Planning (44 CFR § 201.6). Formal approval of this plan is contingent upon the adoption by the participants on Enclosure A, as well as the receipt of the final draft of the plan containing all plan components.

Adopting resolutions must be submitted to this agency for review and approval no later than one year from the date of this letter. Failure to submit these resolutions in a timely manner could lead to a required update of the plan prior to FEMA approval.

Once this final requirement has been met, a letter of official approval will be generated. The Local Hazard Mitigation Planning Tool, with the reviewer's comments has been enclosed to further assist the jurisdictions in complying with planning requirements. If you have any questions, please contact David Freeborn, HM Community Planner, at (940) 898-5323.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald C. Wanhanen", is written over a horizontal line.

Ronald C. Wanhanen
Chief, Risk Analysis Branch

Enclosures: Participants

cc: Anne Lehnick

Attachment: 2025-019 ATTH 02 FEMA Approval Letter (4421 : 2025-019 RES Adopt Hazard Mitigation Plan)

Participants

Attached is the list of participating local governments included in the January 22, 2025 review of the referenced Hazard Mitigation plan.

Community Name

- | |
|-------------------|
| 1) Texarkana city |
|-------------------|

Adoption Submittal (Final)

Following the issuance this of Approvable Pending Adoption letter, all participants are provided one year to adopt the plan and submit it through the State to FEMA. For multi-jurisdictional plans, multiple adoptions should be submitted as a complete package as outlined below.

The State must submit the plan files via:

Risk Management Directorate (RMD) SharePoint:

<https://rmd.msc.fema.gov/Regions/VI/Mitigation%20Planning/Forms/AllItems.aspx>

Note: You will be requested to register if you have not already done so.

All plans containing Protected Critical Infrastructure Information (PCII) must be submitted as an encrypted document with the password being sent separately in an email to ensure secure file submissions.

1. Final draft of the plan in MS Word or pdf format containing:
 - a. The final plan formatted as a single document.
 - b. Documentation demonstrating adoption by the participating jurisdictions seeking approval. (i.e. copies of signed resolutions, official meeting minutes, etc....) Note: Adoption resolutions can be separate files. Additional adoptions are not required to provide a copy of the plan.
 - c. Remove strikethroughs, highlights and all Track Changes must be accepted in the final plan.
2. Send an email addressed to r6-mtd-planning@fema.dhs.gov as notification that the electronic file has been submitted. Please **DO NOT** send plans to the email inbox as it has very strict size limitations which will lock the inbox and not allow additional emails to be received. The email must include the following information:
 - a. Include the follow when applicable: (Note: A submittal letter is no longer required.)
 - i. Subject line [Approval Review for Name of Plan, State]
 - ii. FEMA funding source, grant or disaster number, and project number (when applic
 - iii. list of adopting jurisdictions
 - iv. Plan File name (file name must include date submitted)
3. Submittals which do not conform to the above requirements will be returned to the State for resubmission

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: 2/3/2025 4:24 PM

Lead Department: Finance Department **Action Officer:** Kristin Peeples,
Resolution No. 2025-020 authorizing the City Manager to execute a contract for
the annual audit for the fiscal year ending September 30, 2024, with Forvis
Mazars, LLP of Rogers, Arkansas, for a total cost not to exceed \$170,000 with
funds budgeted in the General Fund (Fund 101) and the Texarkana Water
Subject: Utilities Fund (Funds 61, 62, 71, 81, and 82).

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

Item Schedule

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

Both the City of Texarkana, Texas and Texarkana Water Utilities (TWU) are required to obtain a financial audit after the completion of each fiscal year. The City has utilized the services of Forvis Mazars, LLP (formerly BKD, LLP and Forvis, LLP) since 2020 (for the fiscal year ended September 30, 2019) and has been pleased with the performance of their services. Under the Texas State Purchasing Law, annual audit services are exempt from competitive purchasing requirements as a professional service. Staff is requesting council approval for the City Manager to enter into a contract with Forvis Mazars, LLP to complete the audit of the financial statements for the fiscal year ending September 30, 2024 at a total cost not to exceed \$170,000 with \$102,000 allocated to the City and \$68,000 allocated to TWU with funds budgeted in the General Fund (Fund 101) and Texarkana Water Utilities Revenue Funds (Funds 61, 62, 71, 81, 82).

- Forvis Mazars, LLP has the following municipal clients in Texas and Arkansas:
 - City of Abilene, TX
 - City of Balch Springs, TX
 - City of Bentonville, AR
 - City of Bryan, TX
 - City of Celina, TX
 - City of College Station, TX
 - City of Conway, AR
 - City of Decatur, TX
 - City of Fort Smith, AR
 - City of Hot Springs, AR
 - City of Hurst, TX
 - City of Jacksonville, AR
 - City of Keene, TX

City of Texarkana, Texas

- City of Kennedale, TX
- City of Kerrville, TX
- City of Lancaster, TX
- City of Little Rock, AR
- City of Mesquite, TX
- City of Midland, TX
- City of North Little Rock, AR
- City of Roanoke, TX
- City of Springdale, AR
- City of Texarkana, AR
- City of Tomball, TX
- Town of Addison, TX

Potential Options:

- Approve
- Deny

Fiscal Implications:

To maintain fiscal responsibility and verify that financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

Not Applicable

Board/Committee Recommendation:

Not Applicable.

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable.

Attachments

- a. 2025-020 RES Approving Forvis Mazars for FY 2024 Audit (DOC)
- b. 2025-020 ATTH 01 City of Texarkana Texas and TWU Contract 2024 (PDF)
- c. 2025-020 Goals & Perspectives (DOCX)

Staff Coordination

Finance Department	Kristin Peeples	Department Head Review	Completed
	01/24/2025 10:32 AM		
Public Works Department	Angela Humphrey	Reviewer	Completed
	01/24/2025 10:33 AM		
City Manager	David Orr	City Manager Review Completed	01/24/2025
3:09 PM			

City of Texarkana, Texas

City Council
6:00 PM

Jennifer Evans

Meeting

Pending

02/10/2025

Meeting History

RESOLUTION NO. 2025-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH FORVIS MAZARS, LLP OF ROGERS, ARKANSAS, TO PERFORM THE ANNUAL AUDIT FOR THE CITY OF TEXARKANA, TEXAS, AND TEXARKANA WATER UTILITIES (TWU) FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$170,000), WITH FUNDS BUDGETED IN THE GENERAL FUND (FUND 101), AND TEXARKANA WATER UTILITIES REVENUE FUNDS (FUNDS 61, 62, 71, 81, AND 82); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is necessary to secure the professional services of an accounting firm to perform the annual audits for the City of Texarkana, Texas, and Texarkana Water Utilities (TWU); and

WHEREAS, the City of Texarkana, Texas, has utilized Forvis Mazars, LLP of Rogers, Arkansas, (formerly BKD, LLP and Forvis, LLP) to perform the annual audit since 2020 (for the fiscal year ended September 30, 2019); and

WHEREAS, performance of the annual audit qualifies as a professional service and is exempt from competitive purchasing requirements under Texas State Purchasing Law; and

WHEREAS, the City received a proposal from Forvis Mazars, LLP of Rogers, Arkansas, to perform the above mentioned services for the fiscal year ending September 30, 2024, for a proposed total cost of \$170,000 with \$102,000 of the cost allocated to the City of Texarkana, Texas, and \$68,000 allocated to Texarkana Water Utilities (TWU).

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 a contract with the firm of Forvis Mazars, LLP of Rogers, Arkansas, to perform the annual audit for the City of Texarkana, Texas, and Texarkana Water Utilities (TWU) at a total cost not to exceed \$170,000 for the fiscal year ending September 30, 2024.

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

Attachment: 2025-020 RES Approving Forvis Mazars for FY 2024 Audit (4422 : 2025-020 RES Approving Audit Contract)

January 2, 2025

Honorable Mayor, Bob Bruggeman
Members of the City Council
David Orr, City Manager
Kristin Peeples, Director of Finance
CITY OF TEXARKANA, TEXAS
220 Texas Blvd.
Texarkana, Tx 75501

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

CITY OF TEXARKANA, TEXAS (CITY) AND TEXARKANA WATER UTILITIES

- Audit Services for the year ended September 30, 2024

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

As required by Chapter 2271, Texas Government Code, we represent that we do not boycott Israel and will not boycott Israel through the term of this engagement. For purposes of this representation, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Engagement Fees

The fee for our services will be \$170,000.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt. We will issue progress billings during the course of our engagement.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines. Our fees do not contemplate the following transactions or activities during the period of this engagement:

- Mergers or acquisitions
- Change in accounting principles
- Substantial doubt about the entity's ability to continue as a going concern
- Violation of covenants in debt arrangements
- Indications of fraudulent financial reporting or misappropriation of assets
- Quantitative impairment analysis of long-lived assets

If there are changes in circumstances where these or other conditions become known and significant additional time is necessary or additional services are requested, we reserve the right to revise our fees.

Statement on Auditing Standards (SAS) 145, *Understanding the Entity and Its Environment and Assessing the Risks of Material Misstatement*, and SAS 148, *Amendment to AU-C Section 935, Compliance Audits*

SAS 145 enhances the requirements and guidance related to obtaining an understanding of the entity's system of internal control and assessing control risk and the guidance that addresses the economic, technological, and regulatory aspects of the markets and environment in which entities and audit firms operate. SAS 148 incorporates changes in SAS 145 into the compliance audit standards required to be followed in a single audit.

The above audit standards are expected to increase our audit time particularly for single audits with regard to the requirement to identify risks associated with each direct and material compliance requirement for each major program and obtaining sufficient audit evidence to address those risks.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Forvis Mazars, LLP

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and **Terms and Conditions Addendum**, on behalf of CITY OF TEXARKANA, TEXAS.

BY _____
David Orr, City Manager

DATE _____

BY _____
Kristin Peeples, Director of Finance

DATE _____

Attachment: 2025-020 ATTH 01 City of Texarkana Texas and TWU Contract 2024 (4422 : 2025-020 RES Approving Audit Contract)

Scope of Services – Audit Services

We will audit the financial statements and related disclosures, which collectively comprise the basic financial statements for the following entities:

CITY OF TEXARKANA, TEXAS AND TEXARKANA WATER UTILITIES as of and for the year ended September 30, 2024.

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing opinions on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect to each of your major federal award programs in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance
- Issuing a report on your schedule of expenditures of federal awards

You have informed us that the audited financial statements are expected to be presented along with management's Annual Comprehensive Financial Report (ACFR). Management is responsible for the other information included in the ACFR. The other information comprises the ACFR but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will also express an opinion on whether the schedule of expenditure of federal awards ("supplementary information") is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification.

We will also provide you with the following nonattest services:

- Preparing a draft of the financial statements and related notes
- Proposing for your review and approval the adjusting entries to convert your modified accrual basis accounting records to accrual-basis accounting records. Management is responsible for the propriety of the accrual adjustments
- Preparing a draft of the supplementary information, including the schedule of expenditures of federal awards
- The Reporting Solution – license
- The Reporting Solution – implementation assistance and training

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge, and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

David Coleman, Partner is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue written reports upon completion of our audits, addressed to the following parties:

Entity Name

CITY OF TEXARKANA, TEXAS

TEXARKANA WATER UTILITIES

Party Name

Members of the City Council and Honorable Bob Bruggeman, Mayor

Members of the City Council and Board of Directors of the City

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

Our Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the Uniform Guidance. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entities complied with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each major federal award program

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

Limitations & Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement or material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and Forvis Mazars.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
 - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
 - Additional information that we may request for the purpose of the audit
- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
 - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor

- Establishment and maintenance of processes to track the status and address findings and recommendations of auditors
- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
 - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America
 - Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
 - Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI) to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis (MD&A)
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Supplementary
Information**

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS

**Written
Confirmations
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

**Peer Review
Report**

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

Scope of Services – The Reporting Solution License and Related Implementation Services and Training

We will provide access to and use of The Reporting Solution (TRS) which is a web-based Annual Comprehensive Financial Report (ACFR) preparation software for the year ended September 30, 2024. Forvis Mazars will assist with the ACFR building in TRS based upon your objectives and will provide certain limited training with respect to your use of TRS. Specifically, Forvis Mazars will:

ACFR Building

- Assist with assessing initial data available for use in TRS
- Assist with converting and importing initial data into TRS
- Assist with configuration of TRS
- Assist with formatting the ACFR
- Provide introductory training related to TRS

Ongoing Services

- Provide support related to questions and issues related to TRS
- Provide post-ACFR build training related to TRS
- Provide assistance in preparing the ACFR

The following apply for the TRS services described above:

End User License Agreement

Terms and conditions related to TRS are set forth in the attached End User License Agreement (EULA). The executed EULA is required for access and use of TRS.

Your Responsibilities

It is your responsibility to ensure that the appropriate level of due diligence related to the ACFR building in TRS in connection with this agreement has been performed. This includes determining whether TRS possesses the appropriate level of functionality and performance for your current and future needs.

The Reporting Solution End User License Agreement

Please read this document carefully because it explains the legal rights and obligations inherent to your ability to access and use The Reporting Solution

This End User License Agreement ("EULA") governs use of The Reporting Solution and any related, upgraded, or substitute for the web application, software, and services provided by or on behalf of **Forvis Mazars, LLP** ("Forvis Mazars") relating to preparation of certain financial reports ("Software"). By accessing and/or using the Software, you and the entity you are working for or on behalf of agree to be bound by the terms of this EULA, although this EULA does not abrogate any other contract or understanding regarding the Software and your relationship with Forvis Mazars, e.g., a sales contract, purchase agreement, privacy policy, disclaimer, etc., relating to the Software and/or services provided by Forvis Mazars. This EULA is effective as of the first time the Software is accessed and it will remain in effect—in its current or any future amended form—for however long the Software is used or until another EULA is executed. Some of the obligations in this EULA survive and extend beyond the term of this EULA and/or the point in time after which you voluntarily or involuntarily stop accessing or using the Software.

1. License Grant

By providing credentials to access the Software, Forvis Mazars grants you a nonexclusive, nontransferable, non-sublicensable, limited right and license to use the Software on compatible devices you own or control for preparation of financial reports for your entity in a single, given reporting year (the "License"). The rights granted under the License are subject to the terms of this EULA as well as any prior or future contract you have or may enter into with Forvis Mazars or that you may otherwise be explicitly or implicitly required to follow owing to your employment by or fiduciary or other duty of care owed to an entity doing business with Forvis Mazars. You (both personally and in any representative capacity you may or do have for a particular entity) may only make use of the License if you comply with all applicable terms including but not limited to this EULA.

The Software is licensed, not sold, under this License. The License does not grant any title or ownership in the Software. Any individual accessing the Software is expressly representing that they have the authority and ability to act on behalf of an entity that possesses the ability to access and use the Software, and you and that entity will be jointly and severally responsible for any and all actions taken by an actor using credentials, irrespective of whether that person has the actual authority or ability to act on behalf of that entity.

2. Conditions & Restrictions on Use Pursuant to the License

You may not and will not do, attempt to do, or otherwise attempt to have anyone else do on your behalf or for your benefit any of the following with respect to the Software: (a) copy, reproduce, distribute (including via a network server), display, or use it in a way that is not expressly authorized by Forvis Mazars (either via this EULA or some other written instrument); (b) sell, rent, lease, license, distribute, transfer, or use it in a manner that actually or is reasonably likely to harm Forvis Mazars or its existing or future business prospects; (c) reverse engineer, derive source code from, modify, adapt, translate, decompile, or disassemble it or make derivative works based on it; (d) remove, disable, circumvent, or modify any security technology or proprietary notice or label included in it; (e) use it to infringe or violate the rights of any third party, including but not limited to any intellectual property, publicity, or privacy rights; (f) use, export, or re-export it in violation of any applicable law or regulation; or (g) deliberately or negligently access or use it in a manner that transmits or propagates any virus, Trojan horse, worm, bomb, and/or corrupted or malicious files or that otherwise threatens, defames, disparages, harasses, or endangers the integrity of any person or entity, the Software, Forvis Mazars' hardware and networks, the hardware and networks of any other user of the Software or other person or entity, and/or any data and information inherent to any of the same.

In the event you gain access to data or information of others and/or to functionality in the Software, either of which is beyond the scope or intent of the understanding by which credentials were originally granted to you, you will notify Forvis Mazars as soon as is reasonably practical. Further, you will not copy, alter, delete, use, or otherwise exploit such data, information, and/or functionality and, instead, will treat it with and use the highest degree of care necessary to protect its confidentiality. These obligations of notification and confidentiality will survive the termination of this EULA.

3. Disclaimers & Limitation of Liability

Except to the extent an explicit warranty or representation is made in a separate, written contract, the Software is provided on an "as is" and "as available" basis, "with all faults" and without warranty of any kind. Forvis Mazars, its licensors, its and their affiliates, successors, and assigns disclaim all warranties, conditions, common law duties, and representations (express, implied, oral, and written) with respect to the Software, including without limitation all express, implied, and statutory warranties and conditions of any kind. Without limiting the generality of the foregoing, Forvis Mazars, its licensors, its and their affiliates, successors, and assigns make no warranty that (1) that the operation of the Software or Services will be uninterrupted, bug free, or error free in any or all circumstances, or (2) that any defects in the Software or Services can or will be corrected. This paragraph will apply to the maximum extent permitted by applicable law.

To the maximum extent permitted by applicable law, neither Forvis Mazars, nor its licensors, nor its or their affiliates, nor any of Forvis Mazars agents or service providers (collectively, the "Forvis Mazars Parties"), shall be liable in any way for any loss of profits or any indirect, incidental, consequential, special, punitive, or exemplary damages, arising out of or in connection with this Agreement or the Software. Further, to the maximum extent permitted by applicable law and in the absence of any contrary written agreement, the aggregate liability of the Forvis

Mazars Parties arising out of or in connection with this EULA will not exceed the total amounts you have paid to Forvis Mazars for the Software. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation. For the avoidance of any doubt, these provisions shall survive termination or expiration of this EULA.

4. Indemnity

You are responsible for any damage caused to Forvis Mazars and/or any other person or entity that has a right to use the Software and was harmed as a result of your violation of this EULA.

YOU HEREBY AGREE TO DEFEND, INDEMNIFY, AND KEEP INDEMNIFIED Forvis Mazars AGAINST ANY CLAIM OR ALLEGED CLAIMS LIABILITIES, LOSSES, DAMAGES, AND ALL COSTS (INCLUDING LAWYERS' FEES), DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO YOUR FAULT AND/OR RESULTING FROM (A) A VIOLATION OF ANY PROVISION OF THIS EULA OR (B) YOUR MISUSE OF THE SOFTWARE. For the avoidance of any doubt, this provision shall survive termination or expiration of this EULA.

5. Termination

This EULA will terminate concurrently according to the understanding by which credentials were originally granted for access and use of the Software. Forvis Mazars reserves the right to terminate this EULA, without cause, with at least 30 days' written notice to you. Forvis Mazars may immediately terminate this EULA if it reasonably concludes that doing so is warranted under the circumstances due to unlawful use or failure to pay.

6. Changes to this EULA by Forvis Mazars

Forvis Mazars reserves the right, in its sole and absolute discretion, to revise, supplement, and/or delete certain terms of this EULA for security, legal, best practice, or regulatory reasons, provided that any such revisions, supplements, and/or deletions do not contravene any separate written agreement between you and Forvis Mazars. Such changes will be effective with or, as applicable, without prior notice to you. You can review the most current version of this EULA in the Software or by requesting the same from Forvis Mazars. You are responsible for checking this EULA periodically for changes. Your continued use of the Product following any revision to this EULA constitutes your acceptance of any and all such changes.

7. Other Terms

This Agreement and any document or information referred to in this EULA constitute the entire agreement between you and Forvis Mazars relating to the subject matter covered by this EULA. All other communications, proposals, and representations with respect to the subject matter covered by this EULA are excluded and, instead, must be memorialized in a separate written agreement executed by an authorized representative of each party involved.

If any court of competent jurisdiction or competent authority finds that any provision of this EULA is invalid, illegal, or unenforceable, that provision will be, to the extent required, deemed to be deleted, and the validity and enforceability of the other provisions of this EULA will not be affected. If any invalid, unenforceable, or illegal provision of this EULA would be valid, enforceable, and legal if some part of it were deleted, the provision will apply with the minimum modification necessary to make it legal, valid, and enforceable to reflect the intent of this EULA.

Any action by Forvis Mazars to exercise, or its failure or delay in exercising, any of its rights under this Agreement will not be deemed a waiver of those or any other rights or remedies available in contract, at law, or in equity.

You agree that this Agreement does not confer any rights or remedies on any person other than the parties to this Agreement, except as expressly stated.

To the extent permitted by applicable law, this EULA, and any disputes or claims arising out of or in connection with it, or its subject matter or formation (including noncontractual disputes or claims) are governed by and construed in accordance with the laws of the United States and the State of Texas, without giving effect to any principles of conflicts of laws. This EULA shall not be governed by the United Nations Conventions of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded from any interpretation of this EULA.

Forvis Mazars' obligations are subject to existing laws and legal process, and Forvis Mazars may comply with law enforcement or regulatory requests or requirements despite any contrary term in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Forvis Mazars, LLP

CITY OF TEXARKANA, TEXAS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attachment: 2025-020 ATTH 01 City of Texarkana Texas and TWU Contract 2024 (4422 : 2025-020 RES Approving Audit Contract)

Forvis Mazars, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **Forvis Mazars, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted to nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any and all claims which arise from knowing misrepresentations to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by Your management or any partner, principal, shareholder officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of Your management or any partner, principal shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Forvis Mazars performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Forvis Mazars in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** You agree that Forvis Mazars' liability if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of Forvis Mazars or if enforcement of this

provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, i.e., Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.

16. **Forvis Mazars Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.

17. **Subpoenas or Other Legal Process.** In the event Forvis Mazars is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which Forvis Mazars is not a party, You shall compensate Forvis Mazars for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.

18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only in the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplemental information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof that are not the subject of Our engagement.

19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than You personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is

subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document."

22. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.
23. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same

agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars' services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
28. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.
29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar

relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

30. **Hiring of Forvis Mazars Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to Forvis Mazars personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after Forvis Mazars stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.
31. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
32. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.
33. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.
34. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.

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: 1/30/2025 10:17 AM

Lead Department: Water Utilities **Action Officer:** Michelle Warren,
Resolution No. 2025-021 authorizing a repair to the Wright Patman Water
Treatment Plant #3 Low Service Pump for an amount not to exceed \$150,832,
Subject: with funds budgeted in the Utility's 2024-2025 budget in the Lake Texarkana
Fund.

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:

The #3 low service pump for the Wright Patman Water Treatment Plant is down, in need of emergency repair. A. W. Chesterton Company previously repaired the pump in 2024. Now the pump bowl is split and in need of replacement. Ideal Pump & Services quoted to complete the repair ATTH 01. The replacement and delivery will take approximately 16 to 20 weeks. Due to the time constraints of the emergency Ideal Pumps & Services is the quickest option for this repair.

Potential Options:

- None

Fiscal Implications:

Funds are available in the Utility's 2024-2025 Budget in the Lake Texarkana Fund at \$150,832.00.

Staff Recommendation:

Utility staff recommend 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. 2025-021 RES Wright Patman #3 Low Service (DOCX)
- b. 2025-021 ATTH 01 Quote for #3LowService (DOCX)
- c. 2025-021 Goals & Perspectives (DOCX)

Staff Coordination

TWU Administration 2:00 PM	Kenny Icenhower	Action	Completed	01/29/2025
TWU Finance 2:25 PM	Tricia Briggs	TWU Finance Review	Completed	01/29/2025
City Manager 11:41 AM	David Orr	City Manager Review	Completed	02/04/2025
City Council 6:00 PM	Jennifer Evans	Meeting	Pending	02/10/2025

Meeting History

RESOLUTION NO. 2025-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH IDEAL PUMP AND SERVICE OF STUTTGART, ARKANSAS, TO REPAIR, THE WRIGHT PATMAN WATER TREATMENT PLANT #3, LOW SERVICE PUMP IN A TOTAL AMOUNT NOT TO EXCEED \$150,832; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Lake Wright Patman Water Treatment Plant #3 low service pump is down; and

WHEREAS, it was determined the most cost-effective option would be to repair the #3 low service pump (**ATTH 01**) with a repair price of \$150,832; and

WHEREAS, due to the emergency time constraints of this situation Ideal Pump and Service is the quickest option to have this pump repaired; it will take 16 to 20 weeks for repair and installation and needs to be completed prior to the peak demand season; and

WHEREAS, budgeted funds are available in the Utility's 2024-2025 budget in the Lake Texarkana Fund.

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

SECTION 1: The most cost-effective option would be to do the repair in a total amount not to exceed \$150,832.

SECTION 2: The City Manager be and is hereby authorized to execute a contract with Ideal Pump and Service of Stuttgart, Arkansas, to carry out the repair to the Wright Patman Water Treatment Plant #3 low service pump.

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 **10th day of February, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

DATE: 8th January 2025

PREPARED FOR: Corey Atkinson – Texarkana Water

SCOPE:

Repair of #3 Low Service Pump:

- Replacement of Goulds/Xylem 4 stage 20GHC
- New 416SST Lineshafts
- Rubber Inserts for Drop in Spiders
- Machine & Replace Stuffing Box Bushing
- Fabricate & Machine New flanged column (4' Shorter)
- Sandblast & Epoxy Coat ID Column Pipe and OD Overall Pump
- Mobilization and Installation of Pump and Motor

Lead Time – 19-21 Weeks (New Pump Bowl is longest lead time of project)

Cost - \$150,832.00 (Pump Bowl is 105,253)

Plus Applicable Taxes

Respectfully,

Logan Scherm - President

870-456-1250

logan.scherm@theidealpump.com

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: A

Update Date: 2/3/2025 4:26 PM

Lead Department: Fire Department **Action Officer:** Chris Black, Fire Chief
Resolution No. 2025-022 authorizing the purchase of 10 warning sirens and related equipment from OmniWarn in an amount not to exceed \$486,145.02 through the TIPS Cooperative Purchasing Program with budgeted funds from the General Fund (Fund 101).

Subject: the General Fund (Fund 101).

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

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Some of the city's warning sirens are 50 years old and are regularly in a state of disrepair. They cannot be trusted to work when needed. Omni-Warn came in and did an assessment of our sirens and developed a package that will replace 10 sirens and make 3 others operational that were replaced 5 years ago and never completed due to several issues with the original company. Completion of this project will create a robust outdoor warning system to help notify and protect our citizens in emergencies.

Potential Options:

- Approve
- Reject

Fiscal Implications:

Use of budgeted funds from general 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. 2025-022 RES Authorizing Purchase of Warning Sirens (DOC)
- b. 2025-022 ATTH 01 TIPS Quote #660 - Texarkana, Texas - Complete System Upgrade (PDF)
- c. 2025-022 Goals & Perspectives (DOCX)

Staff Coordination

Fire Department	Chris Black 01/29/2025 3:24 PM	Department Head Review	Completed	
City Attorney 12:20 PM	Jeffery C. Lewis	Review	Completed	01/30/2025
Finance Department 12:32 PM	Kristin Peebles	Finance Review	Completed	01/30/2025
City Manager 11:41 AM	David Orr	City Manager Review	Completed	02/04/2025
City Council 6:00 PM	Jennifer Evans	Meeting	Pending	02/10/2025

Meeting History

RESOLUTION NO. 2025 - 022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE PURCHASE OF 10 OUTDOOR WARNING SIRENS FROM OMNI-WARN THROUGH THE TIPS COOPERATIVE PURCHASING PROGRAM IN AN AMOUNT NOT TO EXCEED \$486,145.02 WITH FUNDS BUDGETED IN THE GENERAL FUND (FUND 101); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City's outdoor warning siren system is in need of replacement 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 General Fund (Fund 101) to procure from Omni-Warn 10 new outdoor warning sirens and related equipment at a purchase price of \$486,145.02 [ATTH 01] through the TIPS Cooperative Purchasing Program, Contract No. 220105, 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 equipment 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 10 outdoor warning sirens and related equipment, procured from Omni-Warn through the TIPS Procurement Program, at a purchase price not to exceed \$486,145.02, with funds budgeted in the General Fund (Fund 101); 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 **10th** day of **February, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

TIPS Quote #660 - Texarkana, Texas - Complete System Upgrade (5 Years Service)



Replacement Siren Sites

Replaces all legacy sirens

508-128

508-128 High Powered Outdoor Siren

The Federal Signal 508-128 siren is a high power outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. The siren produces 128dB(C) at 100ft & rotates at 3 RPM. Three distinct warning signals available: steady, wail and fast wail. ELECTRO-MECHANICAL ROTATING SIREN, 128 DB(C), 500HZ

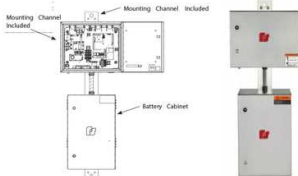


15,316.00
x 10
32% discount
104,148.80

DCFCTBDH

Two Way Siren Controller (DC Siren) (VHF)

Two-way siren controller for 48VDC Sirens. Two-way radio control and status monitoring. Simultaneous two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK decoding for security. Able to utilize multiple communication paths for redundancy. Controls mechanical sirens, including models 2001-130, Equinox, 508-128 and Eclipse8. UL Listed for general signaling. DNV Certified
DIGITAL CONTROLLER, HIGH BAND



11,145.88
x 10
32% discount
75,791.98

TK-IO-CUSTINS-OW-PO-STEEL-STD-50

50ft Galvanized Steel Pole

50ft Galvanized Steel Pole
Standard Duty
Direct Bury
Federal Mechanical - 2001 - Equinox - Eclipse

5,754.00
x 10
20% discount
46,032.00

TK-IO-CUSTINS-OW-IK-SP-DCM

INSTALL KIT - STEEL POLE MATERIAL - MECHANICAL

1,063.00
x 10
20% discount
8,504.00

FROM

Ryan Dean

OmniWarn, CRO - Vice President
1-833-360-9276 Ext. 102

Federal Signal

2645 Federal Signal Dr.
University Park, IL 60484
www.omni-warn.com

PHONE

1-833-360-9276

FOR

Texarkana, Texas

TO

Chris Black

EMAIL

cblack@txkusa.org

QUOTE NUMBER

660

DATE

January 13, 2025

EXPIRY DATE

April 10, 2025

Attachment: 2025-022 ATTH 01 TIPS Quote #660 - Texarkana, Texas - Complete System Upgrade (4425 : 2025-022 RES Authorizing Purchase of

Upgrade American Signal Sirens

Converts American Signal sirens to be compatible with Federal Signal CommanderOne two way system

DCFCTBD

Federal Signal Digital Controller for ASC Siren

Two-way siren controller for 48VDC Sirens. Two-way radio control and status monitoring. Simultaneous two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK decoding for security. Able to utilize multiple communication paths for redundancy. Controls 48VDC American Signal mechanical sirens.

7,603.00
x 2
42% discount
8,819.48

UVTDH

UltraVoice Electronic Siren Controller - High Band

The Federal Signal UltraVoice® controller combines micro-processor based system control with highly efficient amplifiers to deliver optimized tones and voice capability for electronic sirens. The UltraVoice controller can generate and amplify single or dual frequency warning tones and comes with seven pre-set warning signals. In addition, the controller has been designed specifically to reproduce high quality live or pre-recorded-voice capability.

The UltraVoice Controller can report status back to a central control point utilizing the secure Commander Software System protocol. It provides status for AC Power, Battery Voltage, Charger, Amplifier Voltage & Current, Quiet Test, Intrusion, Local Activation, and SD Card Status.

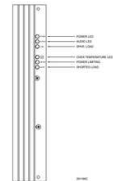


10,055.29
x 1
32% discount
6,837.60

UV400

Federal Signal UltraVoice 400W Amplifier

Amplifier for UltraVoice Electronic Siren Controller



1,114.12
x 6
32% discount
4,545.61

TK-IO-CUSTINS-OW-IK-SP-DCM

INSTALL KIT - WOOD POLE MATERIAL - MECHANICAL SIREN

ASC electronic sirens follow the same protocol as a mechanical siren, as they do not come with speaker cable like a Federal Signal electronic siren does.

If city has already purchased proper materials, this line item can be removed or reduced.

1,617.00
x 3
20% discount
3,880.80

Attachment: 2025-022 ATTH 01 TIPS Quote #660 - Texarkana, Texas - Complete System Upgrade (4425 : 2025-022 RES Authorizing Purchase of

PVS220W-48 (TK-IO-CUSTINS) SOLAR POWER OPTION, DC (2) Sunwize 110 WATT Solar Panels (1) Side of Pole Solar Panel Mount (1) SmartSolar Charge Controller	4,579.00 x 13 52% discount 28,572.96
IK-BATT-STD-M24M68 (TK-IO-CUSTINS) Battery Set: AC Delco M24M680 Battery Set Quantity: 4 Warranty: 18 Month Limited Warranty Battery Type: Standard Flooded Voltage: 12 Volt Cold Cranking Amps (CCA): 550 Cranking Amps (CA): 680 Amp Hour (Ah): 80 Marine Cranking Amps (MCA): 680 	184.00 x 52 12% discount 8,419.84

Communication Equipment

OMNI-BVH-35 Antenna Kit: 150-174MHZ VHF - Federal Signal high gain antenna kit with grounding plane. - High quality, corrosion-resistant components - Light weight, easy to ship and install - Compatible with (AMB-P) pole mount and (AMB-W) wall mount 35ft LMR400 Coax, Type N male 	564.71 x 13 32% discount 4,992.04
AMB-P Antenna Mounting Bracket - Pole Antenna bracket, pole mount	187.06 x 13 32% discount 1,653.61

Q-FSCCELLKIT-FCT FSIoT Cell Kit (Siren) The FSIoT Cell Kit Modem facilitates the connection between your Commander® software or an SS2000+ Series C, and the cellular network. The modem is equipped with status LEDs, which allow you to conveniently monitor various aspects such as cellular signal strength, network connection, power status, CPU status, as well as data transmission and reception.	2,060.00 x 13 32% discount 18,210.40
CELL-ANT3 Antenna Kit: FSIoT LTE Antenna Ultra Low-Profile 4G/LTE, 5G Omni-Directional 2 dBi Screw-Mount Antenna for Verizon, AT&T, T-Mobile - 18 inch Lead (ANT-120-004)	210.00 x 13 32% discount 1,856.40
CP-FS1 FSIoT Cell Plan (5 Years) Subscription-based service provided by Federal Signal that allows the use of cellular connections for Command and Control connections back to the Commander Software. (Price per device, per year)	121.00 x 65 20% discount 6,292.00

Turn-Key Install Services

Install Service: Warning Sirens (10)

Federal Signal authorized installer will leverage the expertise of their skilled crew for the construction and installation of warning sirens.

- Provide installation crew
- Provide digger truck
- Provide bucket truck
- Provide building materials and supplies
- Provide removal of old sirens if necessary
- Adhering to established protocols for siren installations.
- Erecting utility pole using industry-standard installation techniques
- Performing on-site surveys and 811 locates for comprehensive project planning.
- The authorized installer is responsible for providing trucks and essential hardware required for the installation.

Install Service: Siren Controllers (3)

- Provide installation crew
- Provide bucket truck(s)
- Provide building materials and supplies
- Adhering to established protocols for siren installations.

TK-IO-CUSTINS (Digger Derrick) Install: Digger Derrick with Operator (Per Hour) • (1) Digger Derrick • (1) Operator	250.00 x 76 19,000.00
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TK-IO-CUSTINS (Additional Laborer) Install: Additional Laborer (1) Additional Laborer	112.50 x 76 8,550.00
TK-IO-CUSTINS (Bucket Truck) Install: Large Bucket Truck with Operator (Per Hour) • (1) Large Bucket Truck • (1) Operator	231.25 x 76 17,575.00
TK-IO-CUSTINS (Standard Bucket Truck) Install: Standard Bucket Truck with Operator (Per Hour) • (1) Standard Bucket Truck • (1) Operator	162.50 x 115 18,687.50
TK-IO-CUSTINS (Radio Master) Install: Siren Tech I (Radio Master) (Per Hour) Federal Signal factory trained and certified technician. Per hour. (1) Siren Tech Radio Master	162.50 x 115 18,687.50

Service Agreement (13 Sirens) (5 Years)

Federal Signal's representative OmniWarn will provide 5 years of service for the warning system. This will ensure no surprise costs burden the city during the lease agreement.

TK-IO-CUSTINS-SIRENGUARD SirenGuard Pro - Annual Service Agreement • Annual maintenance on warning siren controllers & base stations • Access to 24/7 support hotline - 1-833-360-9276. • Remote support service for onsite servers or PC. • Access to online customer portal & work order system. • Monitor system status • Standard service calls included* • Service parts & batteries included *Includes one technician and standard bucket truck. Some repairs may require additional technicians/equipment.	12,187.50 x 5 60,937.50
Freight2 Shipping & Handling Shipping from University Park, IL to Customer location. FOB - University Park, IL (Factory)	14,150.00 x 1 14,150.00
Subtotal, includes discount of 157,271.30 Total	486,145.02 \$486,145.02

Download PDF Quote

You may download a PDF copy of this quote using the download PDF option found on the right side of this digital quote.

Purchase Order Instructions

ATTENTION

ALL PURCHASE ORDERS SHOULD BE EMAILED TO ORDERS@OMNI-WARN.COM

All purchase orders must be made out to the following:

Federal Signal Corporation
Alerting & Notification Systems
2645 Federal Signal Drive
University Park, IL 60484

Remittance Instructions

Please find our W9 and remittance information attached for your convenience.

Checks may be mailed to:

PO BOX 200217
Dallas, Texas
75320-0217

 [Federal Signal 2023 W9](#)

 [Remittance Instructions](#)

Sales Tax

All quotes exclude sales tax. If your organization qualifies for sales tax exemption in your area, we kindly request that you provide the necessary details by submitting a Sales Tax Exemption Form with your order.

Credit Card Purchases

Please indicate upon acceptance whether you will be paying by credit card as a customer. Our internal sales team will contact you via phone to process the credit card payment.

Terms & Conditions

Prices are firm for 30 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the Terms document, available for download on this quote. Any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional.

Download full terms and conditions here:

 [Terms Conditions Warranty](#)

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: A
Update Date: 2/3/2025 4:28 PM

Lead Department: Fire Department **Action Officer:** Chris Black, Fire Chief
Resolution No. 2025-025 authorizing the purchase of an outdoor warning siren
command center from Omni-Warn in an amount not to exceed \$26,445.86
Subject: through the TIPS Cooperative Purchasing Program with budgeted funds from
the General Fund (Fund 101).

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

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This resolution will authorize the purchase of an outdoor warning siren command center from Omni-Warn. This will be a shared system with Texarkana, Arkansas that will control the warning sirens in both cities. This will be a 50/50 shared cost that includes 5 years of annual software subscription fees.

Potential Options:

- Approve
- Reject

Fiscal Implications:

Using budgeted funds from general fund (Fund 101).

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. 2025-025 RES Authorizing Purchase of Warning Siren Command Center (DOC)

City of Texarkana, Texas

- b. 2025-025 ATTH 01 TIPS Quote #674 - Texarkana Dispatch (Texas) - CommanderOne & Base Station Equipment (PDF)
- c. 2025-025 Goals & Perspectives (DOCX)

Staff Coordination

Fire Department	Chris Black	Department Head Review	Completed	
	01/30/2025 7:35 AM			
City Attorney	Jeffery C. Lewis	Review	Completed	01/30/2025
12:01 PM				
Finance Department	Kristin Peebles	Finance Review	Completed	01/30/2025
12:34 PM				
City Manager	David Orr	City Manager Review	Completed	02/04/2025
11:41 AM				
City Council	Jennifer Evans	Meeting	Pending	02/10/2025
6:00 PM				

Meeting History

RESOLUTION NO. 2025 - 025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE PURCHASE OF AN OUTDOOR WARNING SIREN COMMAND CENTER FROM OMNI-WARN THROUGH THE TIPS COOPERATIVE PURCHASING PROGRAM IN AN AMOUNT NOT TO EXCEED \$26,445.86 WITH FUNDS BUDGETED IN THE GENERAL FUND (FUND 101); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City's outdoor warning siren system is in need of replacement 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 General Fund (Fund 101) to procure from Omni-Warn 10 new outdoor warning sirens and related equipment at a purchase price of \$26,445.86 [ATTH 01] through the TIPS Cooperative Purchasing Program, Contract No. 220105, 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 equipment 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 10 outdoor warning sirens and related equipment, procured from Omni-Warn through the TIPS Procurement Program, at a purchase price not to exceed \$26,445.86, with funds budgeted in the General Fund (Fund 101); 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 **10th day of February, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR



TIPS Quote #674 - Texarkana Dispatch (Texas) - CommanderOne & Base Station Equipment (5 Year Service)

Split Quote

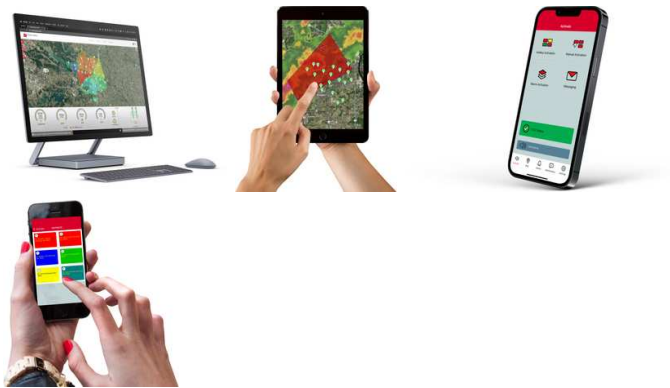
This quote is split in half for payment from both entities. CommanderOne is for one primary account utilized by both cities.

Command and Control

Base equipment to activate sirens and provide connection to cloud.
Integrate CommandeOne base station with American Signal base station to automate activation and allow activation of legacy & ASC sirens from CommanderOne app.
Includes 5 years of software service.

Commander1-S255M
CommanderOne Standard (255 Site) (5 Years)

Commanderone® is the latest innovation connecting you to your warning system, anytime, anywhere. Control your warning system from any device, desktop or mobile, with our cloud-based platform. Works with one-way and two-way siren systems. Includes AccuWeather patented polygon activation technology. Give your community a head start with CommanderOne! CommanderOne is a software subscription and renews yearly.



 CommanderOne Datasheet

3,150.00
x 5
20% discount
12,600.00

FROM
Ryan Dean
OmniWarn, CRO - Vice President
1-833-360-9276 Ext. 102

Federal Signal
2645 Federal Signal Dr.
University Park, IL 60484
www.omni-warn.com

PHONE
1-833-360-9276

FOR
Texarkana, Arkansas

TO
David Fletcher

EMAIL
david.fletcher@txkusa.org

COPY TO
Chris Black

QUOTE NUMBER
674

DATE
January 27, 2025

EXPIRY DATE
April 27, 2025

Attachment: 2025-025 ATTH 01 TIPS Quote #674 - Texarkana Dispatch (Texas) - CommanderOne & Base Station Equipment (4430 : 2025-025

Commander1-L

CommanderOne Lightning (5 Years)

Federal Signal's Lightning Alerting is a valuable addition to our flagship CommanderOne® siren activation and monitoring system. It enhances weather capabilities by enabling users to define a Lightning Point and choose up to 2 radii for customized emergency communication. When lightning is detected within a radius, you can activate outdoor sirens, email notifications, and text messages quickly. This feature is particularly useful for industrial or chemical plants, outdoor recreational areas, parks, and campuses where lightning poses a threat to employees and communities.


 Lightning Datasheet

312.50

x 5

20% discount

1,250.00

TK-IO-CUSTINS-REMOTEHOST

Remote Server Hosting - FSIoT (5 Years)

Your on-premise server provides your sirens with a connection to Federal Signal's CommanderOne platform, but is limited by the resiliency of the building it's housed in (power outages, internet outages, etc.)

Your sirens connected via FSIoT can have a direct connection to the cloud via all three major cell carriers. By utilizing a remote server, you can rest assured that your sirens will remain online should your on-premise server go offline.

Annual fee for remote server hosting.



750.00

x 5

20% discount

3,000.00

CP-FS1

FSIoT Cell Plan (5 Years)

Subscription-based service provided by Federal Signal that allows the use of cellular connections for Command and Control connections back to the Commander Software. (Price per device, per year)

60.50

x 10

20% discount

484.00

SS2000+R

SS2000+ Rackmount Encoder

The SS2000+ controller is the most advanced stand-alone control unit. The SS2000+ interfaces to an analog or digital radio system to provide control of sirens or giant voice systems. The SS2000+ has 24 programmable activation hotkeys and 20 contact closure inputs for interfacing with remote control systems. The hotkeys can provide specific types of warnings or test activations. Hotkeys are now accessible from a new web interface commonly used in dispatch centers. The new web interface can provide improved redundancy allowing multiple points of access to a single SS2000+ unit. Available in a desktop and rack mount console.



2,599.50

x 1

32% discount

1,767.66

FSMODEM-CELLBASE

FSIoT Base Modem

The FS Cell Base Modem facilitates the connection between your Commander® software or an SS2000+ Series C, and the cellular network. The modem is equipped with status LEDs, which allow you to conveniently monitor various aspects such as cellular signal strength, network connection, power status, CPU status, as well as data transmission and reception.



908.825

x 2

32% discount

1,236.00

BSH-FP (TK-IO-CUSTINS)

Base Station Kit

- Byte Speed Performance B660T Server with Windows OS.
- Standalone rack equipment for control point
- Kenwood 1700 radio
- Radio mount plate with power supply
- Byte Speed Server / FS IoT modem mounting plate
- Dipole base antenna(VHF/UHF)
- Side of tower or non-penetrating roof mount
- Antenna grounding kit
- 100ft of LMR400 Coax



2,659.00

x 1

20% discount

2,127.20

Install Services

Install Service: Control Point (1)

Installing a siren control base station refers to the process of setting up and installing the infrastructure required for a two-way communication system in a fixed location. Siren control base stations are commonly used in various industries, including public safety, transportation, utilities, and private enterprises.

- Provide bucket truck for Install
- Optimize & program control point.
- Install new SS2000+ and interface with system

TK-IO-CUSTINS (Radio Master) Install: Siren Tech I (Radio Master) (Per Hour) Federal Signal factory trained and certified technician. Per hour. (1) Siren Tech Radio Master	81.25 x 30 2,437.50
Freight2 Shipping & Handling Shipping from University Park, IL to Customer location. FOB - University Park, IL (Factory)	1,543.50 x 1 1,543.50
Subtotal, includes discount of 6,278.79	26,445.86
Total	\$26,445.86

Download PDF Quote

You may download a PDF copy of this quote using the download PDF option found on the right side of this digital quote.

Purchase Order Instructions

All purchase orders must be made out to the following:

Federal Signal Corporation
Alerting & Notification Systems
2645 Federal Signal Drive
University Park, IL 60484

Remittance Instructions

Please find our W9 and remittance information attached for your connivence.

Checks may be mailed to:
PO BOX 200217
Dallas, Texas
75320-0217

 [Federal Signal 2023 W9](#)

 [Remittance Instructions](#)

Attachment: 2025-025 ATTH 01 TIPS Quote #674 - Texarkana Dispatch (Texas) - CommanderOne & Base Station Equipment (4430 : 2025-025

Sales Tax

All quotes exclude sales tax. If your organization qualifies for sales tax exemption in your area, we kindly request that you provide the necessary details by submitting a Sales Tax Exemption Form with your order.

Credit Card Purchases

Please indicate upon acceptance whether you will be paying by credit card as a customer. Our internal sales team will contact you via phone to process the credit card payment.

Terms & Conditions

Prices are firm for 30 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the Terms document, available for download on this quote. Any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional.

Download full terms and conditions here:

 [Terms Conditions Warranty](#)

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: A

Update Date: 2/3/2025 11:51 AM

Briefing Sheet

Lead Department: Public Works Department **Action Officer:** Dusty Henslee,
Ordinance No. 2025-026 authorizing sponsorship agreements for five ballfields
at the Spring Lake Park Swanger Baseball Complex and amending budgeted
revenues and expenditures in the Donation Fund (Fund 117) for the fiscal year
beginning October 1, 2024, and ending September 30, 2025, in the amount of
Subject: One Hundred Thousand Dollars (\$100,000) from the sponsor donations.

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

Item ScheduleSchedule 3: No briefing required (one week)**Updates/History of Briefing:**

NOT APPLICABLE

Executive Summary and Background Information:

Renovations to the Swanger Baseball Complex was a project that was approved in the 2023 Bond. The City has expended additional budgeted funds from general funds for additional improvements to the complex such as scoreboards, portable pitching mounds, new scoreboards, etc.

Staff pitched sponsorship ideas to some local businesses, and we received good feedback. The cost of new scoreboards, pitching mounds, and signage for sponsors is approximately \$100,000 for the five main fields at Swanger. Staff proposed a 10-year agreement for \$20,000 to have Farmers Bank and Trust, TEXAR, MTG Engineers and Surveyors, RRCU, and Texarkana Emergency Center and Hospital to sponsor the fields (see attached agreements). Current field names are not changing, and we are just adding a sponsor. Sponsor will have logos on new scoreboards and along brick walls between backstop and dugouts on the first and third base sides.

Potential Options:

- Approve
- Deny

Fiscal Implications:

Sponsorship fees will be deposited into the Donation Fund [Fund 117] and will be used for improvements at Swanger Complex.

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. 2025-026 Goals & Perspectives (DOCX)
- b. 2025-026 ORD Swanger ballfields sponsorship donations & budget amd - v2 (DOCX)
- c. 2025-026 ATTH01-Swanger-Sponsor-AtchisonField-Farmers (PDF)
- d. 2025-026 ATTH02-Swanger-Sponsor-RoyField-Texar (PDF)
- e. 2025-026 ATTH03-Swanger-Sponsor-HallField-MTG (PDF)
- f. 2025-026 ATTH04 -Swanger-Sponsor-CarrolField-RRCU (PDF)
- g. 2025-026 ATTH05-Swanger-Sponsor-Field5-TEC-draft (PDF)

Staff Coordination

Public Works Department	Dusty Henslee	Department Head Review	
Completed	02/03/2025 8:18 AM		
Parks, Recreation & Health	Robby Robertson	Review	Completed
	02/03/2025 9:53 AM		
Finance Department	Kristin Peeples	Finance Review	Completed 02/03/2025
11:39 AM			
City Attorney	Jeffery C. Lewis	Review	Completed 02/03/2025
11:51 AM			
City Manager	David Orr	City Manager Review	Completed 02/04/2025
11:41 AM			
City Council	Jennifer Evans	Meeting	Pending 02/10/2025
6:00 PM			

Meeting History

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. 2025-026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING SPONSORSHIP AGREEMENTS FOR THE FIVE “PINWHEEL” BALLFIELDS OF THE SPRING LAKE PARK SWANGER BASEBALL COMPLEX; AUTHORIZING ACCEPTANCE OF SPONSOR DONATIONS; AMENDING BUDGETED REVENUES AND EXPENDITURES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, BY ADDING \$100,000 TO THE DONATION FUND (FUND 117) FOR SPONSOR DONATIONS; CONTAINING SUPERSEDING, SEVERABILITY CLAUSES, AND REPEALER; CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council, by Resolution No. 089-2013, approved a comprehensive “Sponsorship Policy” with two levels of sponsorship: Level 1, Council Approval Required, entails sponsorships that are for terms of more than five years, or are projected to generate \$50,000 or more, or that involve naming rights for any City facility; and Level 2, authority delegated to the City Manager to approve sponsorships for terms of up to five years, and projected to generate less than \$50,000, excluding Level 1 subject matters; and

WHEREAS, City staff has secured five sponsors for a proposed Sponsorship Agreement for each of the five “pinwheel” baseball fields of the Spring Lake Park Swanger Baseball Complex [see **ATTH 01, ATTH 02, ATTH 03, ATTH 04, and ATTH 05**]; and

WHEREAS, through donations of monetary payment(s) in the aggregate amount of \$20,000 (the “Sponsorship Fee”) from each sponsor over specified periods, the proposed agreements are intended to raise additional funds for enhancing the Spring Lake Park Swanger Baseball Complex; and

WHEREAS, the City will recognize each Sponsor by augmenting existing field naming, if any, previously authorized by the City Council, for a period not to exceed ten (10) years, with the sponsor’s name, together with a display of the Sponsor’s logo on the respective field’s backstop and new scoreboard, while continuing to recognize field naming for persons whom the City Council has honored or recognized for each respective field; and

WHEREAS, given the term of years and aggregate funding, these proposed Sponsorship Agreements require City Council approval as a “Level 1” tier sponsorship pursuant to the “Sponsorship Policy”; and

WHEREAS, donations to be received following execution of a Sponsorship Agreement were neither contemplated nor included in the adopted budget for the fiscal year beginning October 1, 2024, and 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 the maximum amount of possible donations pursuant to these agreements, \$100,000, to the Donation Fund (Fund 117).

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

SECTION 1: The City Council approves the Sponsorship Agreements for the five “pinwheel” baseball fields of the Spring Lake Park Swanger Baseball Complex, attached hereto as **ATTH 01, ATTH 02,**

Attachment: 2025-026 ORD Swanger ballfields sponsorship donations & budget amd - v2 [Revision 1] (4431 : 2025-026 ORD Swanger

ATTH 03, ATTH 04, and ATTH 05, incorporated herein by reference for all purposes. The City Manager is hereby authorized to negotiate and execute each Sponsorship Agreement on behalf of the City; such authorization shall also include delegation of authority for the City Manager to accept donations from each Sponsor up to \$20,000.00 each per the terms of each executed agreement, and authority to execute any and all other documents necessary to effectuate the intent of this Ordinance.

SECTION 2: 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 \$100,000 in the Donation Fund (Fund 117).

SECTION 3: In the event of any conflict between this Ordinance and any other ordinances or resolutions or parts of ordinances or resolutions, this Ordinance shall supersede and control.

SECTION 4: In the event 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: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 6: The Recitals set out in this Ordinance are true and correct and are incorporated herein and made a part hereof as legislative findings of the City Council for all purposes.

SECTION 7: This Ordinance shall be in full force and in effect from and after its passage and approval.

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

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is made and entered into to be effective as of _____, 2025 ("Effective Date"), by and between the City of Texarkana, Texas ("City"), and Farmers Bank & Trust ("Sponsor").

Recitals

WHEREAS, the City desires to enhance its sports facilities at the Spring Lake Park Swanger Baseball Complex through sponsorship funding; and

WHEREAS, Sponsor desires to support the City by sponsoring a baseball field in accordance with the terms set forth herein; and

WHEREAS, nothing in this Agreement changes the naming of any baseball field, and the City shall continue to recognize field naming for the person ("Honoree") as previously authorized by the City Council; and

WHEREAS, this Agreement is authorized pursuant to City Council Ordinance No. 2025-026 and City Council Resolution No. 089-2013.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Sponsorship Details

1.1 Sponsorship Fee: Sponsor agrees to provide a total sponsorship amount of Twenty Thousand Dollars (\$20,000) ("Sponsorship Fee") for Baseball Field No. 1 ("Field"), payable either in a lump sum or installments as follows [*check applicable box*]:

☐ Lump sum payment of \$20,000 due on or before March 1, 2025.

or

☐ Payment 1: \$10,000 due on or before March 1, 2025; and
Payment 2: \$10,000 due on or before March 1, 2026.

or

☐ Payment 1: \$7,000.00 due on or before March 1, 2025; and
Payment 2: \$6,500.00 due on or before March 1, 2026.
Payment 3: \$6,500.00 due on or before March 1, 2027.

or

☒ Ten annual installment payments of \$2,000, with the first payment due on or before March 1, 2025, and each subsequent payment due on or before the same date in the following nine years.

1.2 Sponsor Recognition: City shall continue, and Sponsor agrees, to maintain and prominently display at the Field standalone signage recognizing Honoree. In consideration of receipt of

the Sponsorship Fee, City shall add to the Field's backstop and new scoreboard Sponsor's name and logo after Honoree's name, as follows:

**Bill Atchison Field
Farmers Bank & Trust, Sponsor**

- 1.3 City Ownership: Nothing in this Agreement shall be construed to grant Sponsor any ownership interest in any City property, notwithstanding Sponsor's logo or name appearing on particular areas or items owned by City, or any right to field naming. Title to improvements, if any, made or funded in whole or in part by the Sponsorship Fee, shall also be owned by the City.
2. **Use of Funds**
 - 2.1 The City intends to allocate and apply the Sponsorship Fee to the annual budget of the Parks Department for the purchase and improvement of items for the Field, such as portable pitching mounds, new scoreboards, field signage, or other necessary equipment or enhancements
 - 2.2 Nothing in this Agreement shall be construed to abridge the authority of the City Manager pursuant to Article VIII, Section 5, of the City Charter of the City of Texarkana, Texas.
3. **Term**
 - 3.1 Ten-Year Term. This Agreement shall be in effect for a period of ten (10) years commencing on the Effective Date of this Agreement, unless terminated earlier in accordance with Section 6.
 - 3.2 Requesting Continuation. Upon written notice to the City no later than three (3) months prior to the expiration of this Agreement, Sponsor may request to continue the sponsorship; provided, however, such notice does not confer any rights to Sponsor and City reserves the right to renegotiate the cost of such sponsorship and/or any other term of this Agreement, consistent with then-applicable costs and terms to other potential sponsors upon Sponsor's declination to continue sponsorship.
4. **Sponsor Obligations**
 - 4.1 Branding and signage. Sponsor shall provide City with branding and signage, that is, high-resolution logo files and any required branding and signage materials, within thirty (30) days of the execution of this Agreement. City shall work with Sponsor to achieve a design that is acceptable to both parties, but all decisions concerning design, layout, placement, size, color, and/or style of sponsorship branding and signage shall be left to the sole discretion of the City Manager or designee.

- 4.2 Parks Rules. Sponsor agrees to adhere to all rules, guidelines, and policies set by the City's Parks Department regarding branding and signage.
- 4.3 Replacing deteriorating branding and signage. In the event of weathering or other circumstances of deterioration of branding and signage materials, Sponsor shall provide City with new branding and signage materials within thirty (30) days of City's request for such new materials.
- 4.4 Updating branding and signage. In the event Sponsor chooses to update the design of its branding and signage, then at Sponsor's expense, with personnel and matériel costs calculated by and advanced to City, Sponsor may request that City install or otherwise change the existing branding and signage.

5. City Obligations

- 5.1 The City, through its Parks Department, will ensure the timely installation of the Sponsor's logo on the backstop and new scoreboard.
- 5.2 Subject to paragraph 4.1, the City, through its Parks Department, will maintain Sponsor's branding and signage throughout the term of this Agreement.

6. Termination

- 6.1 This Agreement shall terminate either for Sponsor non-payment as required by Section 1.1 or pursuant to Section 8.7.
- 6.2 Sponsor may terminate this Agreement without cause by providing ninety (90) days' written notice to the City; provided, however, in such event, City shall have no obligation to refund the Sponsorship Fee in whole or in part.
- 6.3 Termination of this Agreement shall require prompt removal of Sponsor's branding and signage.

7. Indemnification

Sponsor agrees to indemnify and hold harmless the City, its employees and agents, from any claims, liabilities, or damages arising out of or related to the Sponsor's branding or signage.

8. General

- 8.1 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Texas. All obligations of the parties created by this Agreement are to be performed in Bowie County, Texas. Venue for any legal proceeding to enforce or interpret this Agreement will be in a court

of competent jurisdiction in Bowie County, Texas. Any prevailing party in a suit to enforce or interpret this Agreement will be entitled to all reasonable attorney's fees and costs incurred.

- 8.2 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings. Modifications or amendments to this Agreement are valid only when made in a writing that is signed by all contracting parties. Oral statements purporting to modify or amend this Agreement are void and of no effect.
- 8.3 Waiver. The provisions of this Agreement may be waived only by means of a writing that is signed by all contracting parties. No delay or omission by either party to exercise any remedy or right accruing on default impairs any remedy or right under this Agreement. An express, written waiver by either party of any breach of any provision of this Agreement by the other party may not be deemed to be a waiver of the breach of any other provision or of any subsequent breach of the waived provision.
- 8.4 Parties Bound; Prohibition on Assignment. This Agreement is binding on, and inures to benefit of the contracting parties and their respective heirs, successors, and legal representatives; provided, however, that Sponsor shall neither assign this Agreement nor any of Sponsor's rights under this Agreement, and any purported assignment of this Agreement to any other person or entity shall be void.
- 8.5 Force Majeure Event. In this Agreement, "Force Majeure Event" means an event, circumstance, or act that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, pandemics, embargoes, war, riots, ransomware or cyber events, loss of electrical service, or any other similar cause. Neither City nor Sponsor will be liable for its non-performance or delayed performance if a Force Majeure Event makes a party's performance impossible or delays performance. A party that becomes aware of a Force Majeure Event that will either delay performance or make performance impossible will notify the other party promptly of such Force Majeure Event. If a Force Majeure Event occurs, City and Sponsor may agree upon an addendum to this Agreement to extend affected performance for a reasonable time period; and absent agreement, this Agreement shall terminate as of the date of the notice of the Force Majeure Event.
- 8.6 Construction and Interpretation. This Agreement has been prepared jointly and has been the subject of arm's length and careful negotiation. Each party has been given the opportunity to independently review this Agreement with legal counsel and other consultants, and each party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of its provisions. Accordingly, the drafting of this Agreement is not to be attributed to either party. Article or section headings are for reference purposes only and are not to affect the meaning or interpretation of this Agreement.
- 8.7 Notice: Any notices under this Agreement shall be sent to the following addresses:

If to City:

If to Sponsor:

City of Texarkana, Texas
Attn: Parks and Recreation Director
220 Texas Boulevard
Texarkana, Texas 75503
Email: rrobertson@texarkanatexas.gov

Attn:

Texarkana, Texas 7550
Email:

City of Texarkana, Texas

By: _____

David W. Orr, City Manager

Dated: _____, 2025

Sponsor -

By: Farmers Bank & Trust
JA B. H. H. /

Dated: 1-30-, 2025



Bill Atchison Field (Field 1)
Sponsored By FARMERS
BANK AND TRUST

Sponsor Logo on
scoreboard

Sponsor Logo on brick
wall

Sponsor Logo on brick
wall

YOU
ARE
HERE

LEGEND

-  PARKING
-  RESTROOMS
-  CONCESSIONS
-  BATTING CAGES



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Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is made and entered into to be effective as of _____, 2025 ("Effective Date"), by and between the City of Texarkana, Texas ("City"), and TEXAR ("Sponsor").

Recitals

WHEREAS, the City desires to enhance its sports facilities at the Spring Lake Park Swanger Baseball Complex through sponsorship funding; and

WHEREAS, Sponsor desires to support the City by sponsoring a baseball field in accordance with the terms set forth herein; and

WHEREAS, nothing in this Agreement changes the naming of any baseball field, and the City shall continue to recognize field naming for the person ("Honoree") as previously authorized by the City Council; and

WHEREAS, this Agreement is authorized pursuant to City Council Ordinance No. 2025-026 and City Council Resolution No. 089-2013.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Sponsorship Details

1.1 Sponsorship Fee: Sponsor agrees to provide a total sponsorship amount of Twenty Thousand Dollars (\$20,000) ("Sponsorship Fee") for Baseball Field No. 1 ("Field"), payable either in a lump sum or installments as follows [*check applicable box*]:

☒ Lump sum payment of \$20,000 due on or before March 1, 2025.

or

☐ Payment 1: \$10,000 due on or before March 1, 2025; and
Payment 2: \$10,000 due on or before March 1, 2026.

or

☐ Payment 1: \$7,000.00 due on or before March 1, 2025; and
Payment 2: \$6,500.00 due on or before March 1, 2026.
Payment 3: \$6,500.00 due on or before March 1, 2027.

or

☐ Ten annual installment payments of \$2,000, with the first payment due on or before March 1, 2025, and each subsequent payment due on or before the same date in the following nine years.

1.2 Sponsor Recognition: City shall continue, and Sponsor agrees, to maintain and prominently display at the Field standalone signage recognizing Honoree. In consideration of receipt of

the Sponsorship Fee, City shall add to the Field's backstop and new scoreboard Sponsor's name and logo after Honoree's name, as follows:

Wallace "Dean" Roy Field
TEXAR Sponsor

- 1.3 City Ownership: Nothing in this Agreement shall be construed to grant Sponsor any ownership interest in any City property, notwithstanding Sponsor's logo or name appearing on particular areas or items owned by City, or any right to field naming. Title to improvements, if any, made or funded in whole or in part by the Sponsorship Fee, shall also be owned by the City.

2. Use of Funds

- 2.1 The City intends to allocate and apply the Sponsorship Fee to the annual budget of the Parks Department for the purchase and improvement of items for the Field, such as portable pitching mounds, new scoreboards, field signage, or other necessary equipment or enhancements
- 2.2 Nothing in this Agreement shall be construed to abridge the authority of the City Manager pursuant to Article VIII, Section 5, of the City Charter of the City of Texarkana, Texas.

3. Term

- 3.1 Ten-Year Term. This Agreement shall be in effect for a period of ten (10) years commencing on the Effective Date of this Agreement, unless terminated earlier in accordance with Section 6.
- 3.2 Requesting Continuation. Upon written notice to the City no later than three (3) months prior to the expiration of this Agreement, Sponsor may request to continue the sponsorship; provided, however, such notice does not confer any rights to Sponsor and City reserves the right to renegotiate the cost of such sponsorship and/or any other term of this Agreement, consistent with then-applicable costs and terms to other potential sponsors upon Sponsor's declination to continue sponsorship.

4. Sponsor Obligations

- 4.1 Branding and signage. Sponsor shall provide City with branding and signage, that is, high-resolution logo files and any required branding and signage materials, within thirty (30) days of the execution of this Agreement. City shall work with Sponsor to achieve a design that is acceptable to both parties, but all decisions concerning design, layout, placement, size, color, and/or style of sponsorship branding and signage shall be left to the sole discretion of the City Manager or designee.

- 4.2 Parks Rules. Sponsor agrees to adhere to all rules, guidelines, and policies set by the City's Parks Department regarding branding and signage.
- 4.3 Replacing deteriorating branding and signage. In the event of weathering or other circumstances of deterioration of branding and signage materials, Sponsor shall provide City with new branding and signage materials within thirty (30) days of City's request for such new materials.
- 4.4 Updating branding and signage. In the event Sponsor chooses to update the design of its branding and signage, then at Sponsor's expense, with personnel and matériel costs calculated by and advanced to City, Sponsor may request that City install or otherwise change the existing branding and signage.

5. City Obligations

- 5.1 The City, through its Parks Department, will ensure the timely installation of the Sponsor's logo on the backstop and new scoreboard.
- 5.2 Subject to paragraph 4.1, the City, through its Parks Department, will maintain Sponsor's branding and signage throughout the term of this Agreement.

6. Termination

- 6.1 This Agreement shall terminate either for Sponsor non-payment as required by Section 1.1 or pursuant to Section 8.7.
- 6.2 Sponsor may terminate this Agreement without cause by providing ninety (90) days' written notice to the City; provided, however, in such event, City shall have no obligation to refund the Sponsorship Fee in whole or in part.
- 6.3 Termination of this Agreement shall require prompt removal of Sponsor's branding and signage.

7. Indemnification

Sponsor agrees to indemnify and hold harmless the City, its employees and agents, from any claims, liabilities, or damages arising out of or related to the Sponsor's branding or signage.

8. General

- 8.1 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Texas. All obligations of the parties created by this Agreement are to be performed in Bowie County, Texas. Venue for any legal proceeding to enforce or interpret this Agreement will be in a court

of competent jurisdiction in Bowie County, Texas. Any prevailing party in a suit to enforce or interpret this Agreement will be entitled to all reasonable attorney's fees and costs incurred.

- 8.2 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings. Modifications or amendments to this Agreement are valid only when made in a writing that is signed by all contracting parties. Oral statements purporting to modify or amend this Agreement are void and of no effect.
- 8.3 Waiver. The provisions of this Agreement may be waived only by means of a writing that is signed by all contracting parties. No delay or omission by either party to exercise any remedy or right accruing on default impairs any remedy or right under this Agreement. An express, written waiver by either party of any breach of any provision of this Agreement by the other party may not be deemed to be a waiver of the breach of any other provision or of any subsequent breach of the waived provision.
- 8.4 Parties Bound; Prohibition on Assignment. This Agreement is binding on, and inures to benefit of the contracting parties and their respective heirs, successors, and legal representatives; provided, however, that Sponsor shall neither assign this Agreement nor any of Sponsor's rights under this Agreement, and any purported assignment of this Agreement to any other person or entity shall be void.
- 8.5 Force Majeure Event. In this Agreement, "Force Majeure Event" means an event, circumstance, or act that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, pandemics, embargoes, war, riots, ransomware or cyber events, loss of electrical service, or any other similar cause. Neither City nor Sponsor will be liable for its non-performance or delayed performance if a Force Majeure Event makes a party's performance impossible or delays performance. A party that becomes aware of a Force Majeure Event that will either delay performance or make performance impossible will notify the other party promptly of such Force Majeure Event. If a Force Majeure Event occurs, City and Sponsor may agree upon an addendum to this Agreement to extend affected performance for a reasonable time period; and absent agreement, this Agreement shall terminate as of the date of the notice of the Force Majeure Event.
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- 8.7 Notice: Any notices under this Agreement shall be sent to the following addresses:

If to City:

If to Sponsor:

City of Texarkana, Texas

By: _____

David W. Orr, City Manager

Dated: _____, 2025

Sponsor -

By: _____



Dated: _____, 2025

1/27



Dean Roy Field (Field 2)
Sponsored By TEXAR

Sponsor Logo on
scoreboard

Sponsor Logo on brick
wall

Sponsor Logo on brick
wall



YOU
ARE
HERE

LEGEND

- PARKING**
- RESTROOMS**
- CONCESSIONS**
- BATTING CAGES**



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Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is made and entered into to be effective as of _____, 2025 ("Effective Date"), by and between the City of Texarkana, Texas ("City"), and MTG Engineers & Surveyors ("Sponsor").

Recitals

WHEREAS, the City desires to enhance its sports facilities at the Spring Lake Park Swanger Baseball Complex through sponsorship funding; and

WHEREAS, Sponsor desires to support the City by sponsoring a baseball field in accordance with the terms set forth herein; and

WHEREAS, nothing in this Agreement changes the naming of any baseball field, and the City shall continue to recognize field naming for the person ("Honoree") as previously authorized by the City Council; and

WHEREAS, this Agreement is authorized pursuant to City Council Ordinance No. 2025-026 and City Council Resolution No. 089-2013.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Sponsorship Details

1.1 Sponsorship Fee: Sponsor agrees to provide a total sponsorship amount of Twenty Thousand Dollars (\$20,000) ("Sponsorship Fee") for Baseball Field No. 1 ("Field"), payable either in a lump sum or installments as follows [*check applicable box*]:

☒ Lump sum payment of \$20,000 due on or before March 1, 2025.

or

☐ Payment 1: \$10,000 due on or before March 1, 2025; and
Payment 2: \$10,000 due on or before March 1, 2026.

or

☐ Payment 1: \$7,000.00 due on or before March 1, 2025; and
Payment 2: \$6,500.00 due on or before March 1, 2026.
Payment 3: \$6,500.00 due on or before March 1, 2027.

or

☐ Ten annual installment payments of \$2,000, with the first payment due on or before March 1, 2025, and each subsequent payment due on or before the same date in the following nine years.

1.2 Sponsor Recognition: City shall continue, and Sponsor agrees, to maintain and prominently display at the Field standalone signage recognizing Honoree. In consideration of receipt of

the Sponsorship Fee, City shall add to the Field's backstop and new scoreboard Sponsor's name and logo after Honoree's name, as follows:

Dave Hall Field
MTG Engineers & Surveyors, Sponsor

- 1.3 City Ownership: Nothing in this Agreement shall be construed to grant Sponsor any ownership interest in any City property, notwithstanding Sponsor's logo or name appearing on particular areas or items owned by City, or any right to field naming. Title to improvements, if any, made or funded in whole or in part by the Sponsorship Fee, shall also be owned by the City.

2. Use of Funds

- 2.1 The City intends to allocate and apply the Sponsorship Fee to the annual budget of the Parks Department for the purchase and improvement of items for the Field, such as portable pitching mounds, new scoreboards, field signage, or other necessary equipment or enhancements
- 2.2 Nothing in this Agreement shall be construed to abridge the authority of the City Manager pursuant to Article VIII, Section 5, of the City Charter of the City of Texarkana, Texas.

3. Term

- 3.1 Ten-Year Term. This Agreement shall be in effect for a period of ten (10) years commencing on the Effective Date of this Agreement, unless terminated earlier in accordance with Section 6.
- 3.2 Requesting Continuation. Upon written notice to the City no later than three (3) months prior to the expiration of this Agreement, Sponsor may request to continue the sponsorship; provided, however, such notice does not confer any rights to Sponsor and City reserves the right to renegotiate the cost of such sponsorship and/or any other term of this Agreement, consistent with then-applicable costs and terms to other potential sponsors upon Sponsor's declination to continue sponsorship.

4. Sponsor Obligations

- 4.1 Branding and signage. Sponsor shall provide City with branding and signage, that is, high-resolution logo files and any required branding and signage materials, within thirty (30) days of the execution of this Agreement. City shall work with Sponsor to achieve a design that is acceptable to both parties, but all decisions concerning design, layout, placement, size, color, and/or style of sponsorship branding and signage shall be left to the sole discretion of the City Manager or designee.

- 4.2 Parks Rules. Sponsor agrees to adhere to all rules, guidelines, and policies set by the City's Parks Department regarding branding and signage.
- 4.3 Replacing deteriorating branding and signage. In the event of weathering or other circumstances of deterioration of branding and signage materials, Sponsor shall provide City with new branding and signage materials within thirty (30) days of City's request for such new materials.
- 4.4 Updating branding and signage. In the event Sponsor chooses to update the design of its branding and signage, then at Sponsor's expense, with personnel and matériel costs calculated by and advanced to City, Sponsor may request that City install or otherwise change the existing branding and signage.

5. City Obligations

- 5.1 The City, through its Parks Department, will ensure the timely installation of the Sponsor's logo on the backstop and new scoreboard.
- 5.2 Subject to paragraph 4.1, the City, through its Parks Department, will maintain Sponsor's branding and signage throughout the term of this Agreement.

6. Termination

- 6.1 This Agreement shall terminate either for Sponsor non-payment as required by Section 1.1 or pursuant to Section 8.7.
- 6.2 Sponsor may terminate this Agreement without cause by providing ninety (90) days' written notice to the City; provided, however, in such event, City shall have no obligation to refund the Sponsorship Fee in whole or in part.
- 6.3 Termination of this Agreement shall require prompt removal of Sponsor's branding and signage.

7. Indemnification

Sponsor agrees to indemnify and hold harmless the City, its employees and agents, from any claims, liabilities, or damages arising out of or related to the Sponsor's branding or signage.

8. General

- 8.1 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Texas. All obligations of the parties created by this Agreement are to be performed in Bowie County, Texas. Venue for any legal proceeding to enforce or interpret this Agreement will be in a court

of competent jurisdiction in Bowie County, Texas. Any prevailing party in a suit to enforce or interpret this Agreement will be entitled to all reasonable attorney's fees and costs incurred.

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- 8.3 Waiver. The provisions of this Agreement may be waived only by means of a writing that is signed by all contracting parties. No delay or omission by either party to exercise any remedy or right accruing on default impairs any remedy or right under this Agreement. An express, written waiver by either party of any breach of any provision of this Agreement by the other party may not be deemed to be a waiver of the breach of any other provision or of any subsequent breach of the waived provision.
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- 8.5 Force Majeure Event. In this Agreement, "Force Majeure Event" means an event, circumstance, or act that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, pandemics, embargoes, war, riots, ransomware or cyber events, loss of electrical service, or any other similar cause. Neither City nor Sponsor will be liable for its non-performance or delayed performance if a Force Majeure Event makes a party's performance impossible or delays performance. A party that becomes aware of a Force Majeure Event that will either delay performance or make performance impossible will notify the other party promptly of such Force Majeure Event. If a Force Majeure Event occurs, City and Sponsor may agree upon an addendum to this Agreement to extend affected performance for a reasonable time period; and absent agreement, this Agreement shall terminate as of the date of the notice of the Force Majeure Event.
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If to City:

If to Sponsor:

City of Texarkana, Texas
Attn: Parks and Recreation Director
220 Texas Boulevard
Texarkana, Texas 75503
Email: rrobertson@texarkanatexas.gov

Attn:
Texarkana, Texas 7550
Email:

City of Texarkana, Texas

By: _____
David W. Orr, City Manager

Dated: _____, 2025

Sponsor -

By: Kayla R. Wood

Dated: January 29, 2025



YOU ARE HERE



Sponsor Logo on brick wall

Sponsor Logo on brick wall

Dave Hall Field (Field 3)
Sponsored By MTG
Engineers and Surveyors,
Inc.

Sponsor Logo on scoreboard

LEGEND

- PARKING
- RESTROOMS
- CONCESSIONS
- BATTING CAGES



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Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is made and entered into to be effective as of _____, 2025 ("Effective Date"), by and between the City of Texarkana, Texas ("City"), and Red River Employees Federal Credit Union (RRCU) ("Sponsor").

Recitals

WHEREAS, the City desires to enhance its sports facilities at the Spring Lake Park Swanger Baseball Complex through sponsorship funding; and

WHEREAS, Sponsor desires to support the City by sponsoring a baseball field in accordance with the terms set forth herein; and

WHEREAS, nothing in this Agreement changes the naming of any baseball field, and the City shall continue to recognize field naming for the person ("Honoree") as previously authorized by the City Council; and

WHEREAS, this Agreement is authorized pursuant to City Council Ordinance No. 2025-026 and City Council Resolution No. 089-2013.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

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or

☒ Payment 1: \$10,000 due on or before March 1, 2025; and
Payment 2: \$10,000 due on or before March 1, 2026.

or

☐ Payment 1: \$7,000.00 due on or before March 1, 2025; and
Payment 2: \$6,500.00 due on or before March 1, 2026.
Payment 3: \$6,500.00 due on or before March 1, 2027.

or

☐ Ten annual installment payments of \$2,000, with the first payment due on or before March 1, 2025, and each subsequent payment due on or before the same date in the following nine years.

1.2 Sponsor Recognition: City shall continue, and Sponsor agrees, to maintain and prominently display at the Field standalone signage recognizing Honoree. In consideration of receipt of

the Sponsorship Fee, City shall add to the Field's backstop and new scoreboard Sponsor's name and logo after Honoree's name, as follows:

Jimmy Carroll Field
RRCU, Sponsor

- 1.3 City Ownership: Nothing in this Agreement shall be construed to grant Sponsor any ownership interest in any City property, notwithstanding Sponsor's logo or name appearing on particular areas or items owned by City, or any right to field naming. Title to improvements, if any, made or funded in whole or in part by the Sponsorship Fee, shall also be owned by the City.

2. Use of Funds

- 2.1 The City intends to allocate and apply the Sponsorship Fee to the annual budget of the Parks Department for the purchase and improvement of items for the Field, such as portable pitching mounds, new scoreboards, field signage, or other necessary equipment or enhancements
- 2.2 Nothing in this Agreement shall be construed to abridge the authority of the City Manager pursuant to Article VIII, Section 5, of the City Charter of the City of Texarkana, Texas.

3. Term

- 3.1 Ten-Year Term. This Agreement shall be in effect for a period of ten (10) years commencing on the Effective Date of this Agreement, unless terminated earlier in accordance with Section 6.
- 3.2 Requesting Continuation. Upon written notice to the City no later than three (3) months prior to the expiration of this Agreement, Sponsor may request to continue the sponsorship; provided, however, such notice does not confer any rights to Sponsor and City reserves the right to renegotiate the cost of such sponsorship and/or any other term of this Agreement, consistent with then-applicable costs and terms to other potential sponsors upon Sponsor's declination to continue sponsorship.

4. Sponsor Obligations

- 4.1 Branding and signage. Sponsor shall provide City with branding and signage, that is, high-resolution logo files and any required branding and signage materials, within thirty (30) days of the execution of this Agreement. City shall work with Sponsor to achieve a design that is acceptable to both parties, but all decisions concerning design, layout, placement, size, color, and/or style of sponsorship branding and signage shall be left to the sole discretion of the City Manager or designee.

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- 5.1 The City, through its Parks Department, will ensure the timely installation of the Sponsor's logo on the backstop and new scoreboard.
- 5.2 Subject to paragraph 4.1, the City, through its Parks Department, will maintain Sponsor's branding and signage throughout the term of this Agreement.

6. Termination

- 6.1 This Agreement shall terminate either for Sponsor non-payment as required by Section 1.1 or pursuant to Section 8.7.
- 6.2 Sponsor may terminate this Agreement without cause by providing ninety (90) days' written notice to the City; provided, however, in such event, City shall have no obligation to refund the Sponsorship Fee in whole or in part.
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7. Indemnification

Sponsor agrees to indemnify and hold harmless the City, its employees and agents, from any claims, liabilities, or damages arising out of or related to the Sponsor's branding or signage.

8. General

- 8.1 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Texas. All obligations of the parties created by this Agreement are to be performed in Bowie County, Texas. Venue for any legal proceeding to enforce or interpret this Agreement will be in a court

of competent jurisdiction in Bowie County, Texas. Any prevailing party in a suit to enforce or interpret this Agreement will be entitled to all reasonable attorney's fees and costs incurred.

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- 8.4 Parties Bound; Prohibition on Assignment. This Agreement is binding on, and inures to benefit of the contracting parties and their respective heirs, successors, and legal representatives; provided, however, that Sponsor shall neither assign this Agreement nor any of Sponsor's rights under this Agreement, and any purported assignment of this Agreement to any other person or entity shall be void.
- 8.5 Force Majeure Event. In this Agreement, "Force Majeure Event" means an event, circumstance, or act that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, pandemics, embargoes, war, riots, ransomware or cyber events, loss of electrical service, or any other similar cause. Neither City nor Sponsor will be liable for its non-performance or delayed performance if a Force Majeure Event makes a party's performance impossible or delays performance. A party that becomes aware of a Force Majeure Event that will either delay performance or make performance impossible will notify the other party promptly of such Force Majeure Event. If a Force Majeure Event occurs, City and Sponsor may agree upon an addendum to this Agreement to extend affected performance for a reasonable time period; and absent agreement, this Agreement shall terminate as of the date of the notice of the Force Majeure Event.
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City of Texarkana, Texas
Attn: Parks and Recreation Director
220 Texas Boulevard
Texarkana, Texas 75503
Email: rrobertson@texarkanatexas.gov

Attn:
Texarkana, Texas 7550
Email:

City of Texarkana, Texas

By: _____

Dated: _____, 2025

David W. Orr, City Manager

Sponsor - Red River Credit Union

By: Brandy OBarry

Dated: 2/4, 2025



YOU ARE HERE



LEGEND

- PARKING
- RESTROOMS
- CONCESSIONS
- BATTING CAGES



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Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is made and entered into to be effective as of _____, 2025 ("Effective Date"), by and between the City of Texarkana, Texas ("City"), and Texarkana Emergency Center & Hospital ("Sponsor").

Recitals

WHEREAS, the City desires to enhance its sports facilities at the Spring Lake Park Swanger Baseball Complex through sponsorship funding; and

WHEREAS, Sponsor desires to support the City by sponsoring a baseball field in accordance with the terms set forth herein; and

WHEREAS, nothing in this Agreement shall be construed to name any baseball field after Sponsor, and the City Council shall continue to reserve the naming rights for any person ("Honoree") as may be authorized hereafter; and

WHEREAS, this Agreement is authorized pursuant to City Council Ordinance No. 2025-026 and City Council Resolution No. 089-2013.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Sponsorship Details

1.1 Sponsorship Fee: Sponsor agrees to provide a total sponsorship amount of Twenty Thousand Dollars (\$20,000) ("Sponsorship Fee") for Baseball Field No. 1 ("Field"), payable either in a lump sum or installments as follows [*check applicable box*]:

☐ Lump sum payment of \$20,000 due on or before March 1, 2025.

or

☐ Payment 1: \$10,000 due on or before March 1, 2025; and
Payment 2: \$10,000 due on or before March 1, 2026.

or

☐ Payment 1: \$7,000.00 due on or before March 1, 2025; and
Payment 2: \$6,500.00 due on or before March 1, 2026.
Payment 3: \$6,500.00 due on or before March 1, 2027.

or

☐ Ten annual installment payments of \$2,000, with the first payment due on or before March 1, 2025, and each subsequent payment due on or before the same date in the following nine years.

1.2 Sponsor Recognition: In the event the City Council may decide to name the Field in recognition of an Honoree, Sponsor acknowledges and understands that standalone signage shall be placed at the Field in recognition of Honoree. In consideration of receipt of the

Sponsorship Fee, City shall add to the Field's backstop and new scoreboard Sponsor's name and logo (and, if or when applicable, preceded by the Honoree naming), as follows:

Field No. 5 [or "Honoree" Field]

Texarkana Emergency Center & Hospital, Sponsor

- 1.3 City Ownership: Nothing in this Agreement shall be construed to grant Sponsor any ownership interest in any City property, notwithstanding Sponsor's logo or name appearing on particular areas or items owned by City, or any right to field naming. Title to improvements, if any, made or funded in whole or in part by the Sponsorship Fee, shall also be owned by the City.

2. Use of Funds

- 2.1 The City intends to allocate and apply the Sponsorship Fee to the annual budget of the Parks Department for the purchase and improvement of items for the Field, such as portable pitching mounds, new scoreboards, field signage, or other necessary equipment or enhancements
- 2.2 Nothing in this Agreement shall be construed to abridge the authority of the City Manager pursuant to Article VIII, Section 5, of the City Charter of the City of Texarkana, Texas.

3. Term

- 3.1 Ten-Year Term. This Agreement shall be in effect for a period of ten (10) years commencing on the Effective Date of this Agreement, unless terminated earlier in accordance with Section 6.
- 3.2 Requesting Continuation. Upon written notice to the City no later than three (3) months prior to the expiration of this Agreement, Sponsor may request to continue the sponsorship; provided, however, such notice does not confer any rights to Sponsor and City reserves the right to renegotiate the cost of such sponsorship and/or any other term of this Agreement, consistent with then-applicable costs and terms to other potential sponsors upon Sponsor's declination to continue sponsorship.

4. Sponsor Obligations

- 4.1 Branding and signage. Sponsor shall provide City with branding and signage, that is, high-resolution logo files and any required branding and signage materials, within thirty (30) days of the execution of this Agreement. City shall work with Sponsor to achieve a design that is acceptable to both parties, but all decisions concerning design, layout, placement, size, color, and/or style of sponsorship branding and signage shall be left to the sole discretion of the City Manager or designee.

- 4.2 Parks Rules. Sponsor agrees to adhere to all rules, guidelines, and policies set by the City's Parks Department regarding branding and signage.
- 4.3 Replacing deteriorating branding and signage. In the event of weathering or other circumstances of deterioration of branding and signage materials, Sponsor shall provide City with new branding and signage materials within thirty (30) days of City's request for such new materials.
- 4.4 Updating branding and signage. In the event Sponsor chooses to update the design of its branding and signage, then at Sponsor's expense, with personnel and matériel costs calculated by and advanced to City, Sponsor may request that City install or otherwise change the existing branding and signage.

5. City Obligations

- 5.1 The City, through its Parks Department, will ensure the timely installation of the Sponsor's logo on the backstop and new scoreboard.
- 5.2 Subject to paragraph 4.1, the City, through its Parks Department, will maintain Sponsor's branding and signage throughout the term of this Agreement.

6. Termination

- 6.1 This Agreement shall terminate either for Sponsor non-payment as required by Section 1.1 or pursuant to Section 8.7.
- 6.2 Sponsor may terminate this Agreement without cause by providing ninety (90) days' written notice to the City; provided, however, in such event, City shall have no obligation to refund the Sponsorship Fee in whole or in part.
- 6.3 Termination of this Agreement shall require prompt removal of Sponsor's branding and signage.

7. Indemnification

Sponsor agrees to indemnify and hold harmless the City, its employees and agents, from any claims, liabilities, or damages arising out of or related to the Sponsor's branding or signage.

8. General

- 8.1 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Texas. All obligations of the parties created by this Agreement are to be performed in Bowie County, Texas. Venue for any legal proceeding to enforce or interpret this Agreement will be in a court

of competent jurisdiction in Bowie County, Texas. Any prevailing party in a suit to enforce or interpret this Agreement will be entitled to all reasonable attorney's fees and costs incurred.

- 8.2 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings. Modifications or amendments to this Agreement are valid only when made in a writing that is signed by all contracting parties. Oral statements purporting to modify or amend this Agreement are void and of no effect.
- 8.3 Waiver. The provisions of this Agreement may be waived only by means of a writing that is signed by all contracting parties. No delay or omission by either party to exercise any remedy or right accruing on default impairs any remedy or right under this Agreement. An express, written waiver by either party of any breach of any provision of this Agreement by the other party may not be deemed to be a waiver of the breach of any other provision or of any subsequent breach of the waived provision.
- 8.4 Parties Bound; Prohibition on Assignment. This Agreement is binding on, and inures to benefit of the contracting parties and their respective heirs, successors, and legal representatives; provided, however, that Sponsor shall neither assign this Agreement nor any of Sponsor's rights under this Agreement, and any purported assignment of this Agreement to any other person or entity shall be void.
- 8.5 Force Majeure Event. In this Agreement, "Force Majeure Event" means an event, circumstance, or act that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, pandemics, embargoes, war, riots, ransomware or cyber events, loss of electrical service, or any other similar cause. Neither City nor Sponsor will be liable for its non-performance or delayed performance if a Force Majeure Event makes a party's performance impossible or delays performance. A party that becomes aware of a Force Majeure Event that will either delay performance or make performance impossible will notify the other party promptly of such Force Majeure Event. If a Force Majeure Event occurs, City and Sponsor may agree upon an addendum to this Agreement to extend affected performance for a reasonable time period; and absent agreement, this Agreement shall terminate as of the date of the notice of the Force Majeure Event.
- 8.6 Construction and Interpretation. This Agreement has been prepared jointly and has been the subject of arm's length and careful negotiation. Each party has been given the opportunity to independently review this Agreement with legal counsel and other consultants, and each party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of its provisions. Accordingly, the drafting of this Agreement is not to be attributed to either party. Article or section headings are for reference purposes only and are not to affect the meaning or interpretation of this Agreement.
- 8.7 Notice: Any notices under this Agreement shall be sent to the following addresses:

If to City:

If to Sponsor:

City of Texarkana, Texas
Attn: Parks and Recreation Director
220 Texas Boulevard
Texarkana, Texas 75503
Email: rrobertson@texarkanatexas.gov

Attn:

Texarkana, Texas 7550
Email:

City of Texarkana, Texas

By: _____
David W. Orr, City Manager

Dated: _____, 2025

Sponsor -

By: _____

Dated: _____, 2025

WELCOME TO Swanger Complex



Sponsor Logo on brick wall

Sponsor Logo on brick wall

Field 5
Sponsored By
TEXARKANA
EMERGENCY CENTER
AND HOSPITAL

Sponsor Logo on scoreboard

YOU
ARE
HERE

- PARKING**
- RESTROOMS**
- CONCESSIONS**
- BATTING CAGES**



#SWAGERCOMPLEX
#SWAGERCOMPLEX

SWAGERCOMPLEX.O

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 2/5/2025 4:17 PM

Lead Department: Finance Department **Action Officer:** Kristin Peeples,
 Resolution No. 2025-027 authorizing the City Manager to execute a
Memorandum of Understanding (MOU) between the City of Texarkana, Texas,
and the Veterans Services Office with a non-binding yearly financial support
amount for veterans services up to \$11,060 per year, with funds budgeted in the
Subject: General Fund (Fund 101).

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

Item Schedule

Updates/History of Briefing:

"NOT APPLICABLE"

Executive Summary and Background Information:

This MOU establishes an agreement between the City of Texarkana, Texas and the Texarkana Veterans Service Office. The MOU aims to strengthen the relationship between the two parties, enhance communication, and promote the services offered by the Veterans Service Office. By recognizing each party's unique contributions to the cultural, educational, and economic prosperity of the region, this MOU will help to foster collaboration and mutual understanding between local government and veteran services, benefiting the veterans and residents of Texarkana, Texas and the greater Texarkana Area.

Potential Options:

- To accept the MOU
- To not accept the MOU

Fiscal Implications:

Non-committed funding assistance of up to \$11,060 per year which does not bind the City to any ongoing financial commitment.

Staff Recommendation:

Staff recommends acceptance of this MOU.

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. 2025-027 RES Texarkana Veterans Office (DOCX)
- b. 2025-027 ATTH 01 Signed MOU Texarkana Miller County Veterans Services (PDF)
- c. 2025-027 Goals & Perspectives (DOCX)

Staff Coordination

Finance Department	Kristin Peeples	Department Head Review	Completed	
	02/03/2025 12:15 PM			
Finance Department	Kristin Peeples	Finance Review	Completed	02/03/2025
	12:16 PM			
City Manager	David Orr	City Manager Review	Completed	02/04/2025
	11:41 AM			
City Council	Jennifer Evans	Meeting	Pending	02/10/2025
	6:00 PM			

Meeting History

RESOLUTION NO. 2025-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TEXARKANA MILLER COUNTY VETERANS SERVICE OFFICE AND THE CITY OF TEXARKANA, TEXAS, FOR COORDINATION AND PROMOTION OF VETERANS SERVICES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texarkana Miller County Veterans Service Office is a regional office dedicated to providing assistance and service to veterans and their families within Northeast Texas, and Southwest Arkansas, serving 661 veterans in Bowie County in 2024; and

WHEREAS, the City of Texarkana, Texas, a local government of the State of Texas, has a core mission which includes service to veterans and all residents; and

WHEREAS, the City of Texarkana, Texas and the Texarkana Veterans Service Office recognize the unique contributions veterans make, and the entity make to the cultural, educational, and economic prosperity of the Texarkana region; and

WHEREAS, the parties acknowledge that success in achieving respective goals, responsibilities, and interests requires a commitment to enhance communication and promote understanding of the Veterans Services and local government relationship; and

WHEREAS, this MOU provides a framework for strengthening the relationship between the City of Texarkana, Texas and the Texarkana Veterans Service Office, including efforts to promote the services and strengthen collaboration within their respective organizations; and

WHEREAS, the Texarkana Veterans Service Office agrees to the coordination and promotion of veterans' services within the region and the City of Texarkana, Texas agrees to a non-binding yearly financial support amount of up to \$11,060 per year, with funds budgeted in the General Fund (Fund 101).

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

SECTION 1: The City Manager is authorized to execute the Memorandum of Understanding with the Texarkana Veterans Service Office for the coordination and promotion of veterans' services within the region and for non-binding yearly financial support to veterans' services of up to \$11,060 per year, with funds budgeted in the General Fund (Fund 101).

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

Attachment: 2025-027 RES Texarkana Veterans Office (4433 : 2025-027 RES MOU Veterans Service Office)



**Memorandum of Understanding
by and between
TEXARKANA MILLER COUNTY
VETERANS SERVICE OFFICE
and
CITY OF TEXARKANA, TEXAS**

This Memorandum of Understanding ("MOU") is entered into and effective December 1st, 2024 (the "Effective Date"), by and between **Texarkana Miller County Veterans Service Office** ("Veteran Services"), and City of Texarkana, Texas ("City"). Hereinafter Texarkana Veterans Service Office and City of Texarkana, Texas are sometimes referred to as "Party" individually and as "Parties" collectively.

WHEREAS, Veterans Services, established in 1940's is a regional office within Northeast Texas and southwestern Arkansas dedicated to providing assistance and service to veterans and their families, and

WHEREAS, the City of Texarkana, Texas, a local government of the state of Texas, has a core mission which includes service to veterans and all residents, and

WHEREAS, the parties recognize the unique contributions that each entity makes to the cultural, educational and economic prosperity of the Texarkana Region, and

WHEREAS, this MOU provides a framework for strengthening the relationship between the City of Texarkana, Texas and Veteran Services. Furthermore, the parties recognize the implementation of this MOU will include efforts to promote understanding of the Veteran Services and local government relationship within their respective organizations.

NOW, THEREFORE, the City of Texarkana, Texas and Texarkana Veterans Services Office agree to the following:

This MOU consists of two articles. Article 1 is a non-binding portion of this MOU containing the general understandings and intentions of the Parties. Article 2 contains terms to which the Parties agree to be bound. The Parties agree as follows:

Article 1

- 1.1 This Article 1 is not intended to be legally binding on either Party.
- 1.2 The Parties desire to develop a collaboration that enhances access to veterans' services and promotes the welfare of veterans and their families. This collaboration aims to:
1. Facilitate open communication and coordinate efforts for outreach and support.
 2. Support initiatives for veterans' health, wellness, and overall wellbeing.
 3. Explore joint projects, such as community resource events, educational workshops, and informational sessions for veterans and their families.
- 1.3 The City of Texarkana, Texas intends to provide the following in support of Veterans Services:
1. Promotion of Veterans Services through the City's communication channels when possible.
 2. Assistance in facilitating awareness programs and events focused on veterans' needs.
 3. Non-committed funding assistance of up to \$11,060 per year, which is contingent upon annual budgetary approval and does not bind the City to ongoing financial commitments.

Article 2

- 2.1 This Article 2 is intended to be legally binding on the Parties.
- 2.2 Each Party acknowledges that neither Party will have any legal rights or obligations as to the understandings and intentions in Article 1, and neither Party should or may take any action or fail to take any action in detrimental reliance on Article 1.
- 2.3 The Parties anticipate that under this MOU it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other Party.
- (a) "Confidential Information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this MOU by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep

that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.

- (b) The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may use Confidential Information only for the Purpose under this MOU and may disclose Confidential Information only to its directors, regents, officers, employees, agents, consultants, advisors, or other representatives ("Representatives") having a need to know the Confidential Information for the Purpose, provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and that the Receiving Party remains responsible for its Representatives' compliance with such obligations.
 - (c) If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this MOU.
 - (d) The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this MOU for a period of three (3) years.
- 2.4 Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading or imply an endorsement by that Party or its employees. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this MOU to be provided pursuant to this MOU.

- 2.5 Each Party shall be responsible for its own costs, risks, and liabilities as a result of its activities under this MOU without expectation of reimbursement from the other Party. There will be no requirement for exchange of funds or other resources among the Parties.
- 2.6 This MOU commences on the Effective Date and continues for five years (the "Term"), unless sooner terminated as provided herein, not to exceed a total Term of five (5) years. Either Party may terminate this MOU effective upon thirty (30) days' written notice to the other Party. Either Party may terminate this MOU effective upon written notice to the other Party if the other Party materially breaches any term of this MOU and fails to cure such breach within ten (10) days after receiving written notice of the breach.
- 2.7 Each Party shall conduct all activities in connection with this MOU in compliance with all applicable federal, state, and local laws, rules, and regulations.
- 2.8 Any notice required or permitted under this MOU must be in writing and in English, and is deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. Parties can change their respective notice address by sending to the other Party a notice of the new address. Notices should be

addressed as follows:

(a) Texarkana Veterans Services:

Texarkana Veterans Services Attention to: Mr. Thomas Ornberg
409 Hazel Street
Texarkana, AR 71854
Phone: 870-330-9847
Email: tom.ornberg@millercountyar.com

(b) City of Texarkana, Texas:

City of Texarkana, Texas Attention to: David Orr
220 Texas Blvd.
Texarkana, TX 75501
Phone: (903) 798-3900
Email: david.orr@texarkanatexas.gov

- 2.9 This MOU is not intended to create a partnership or joint venture between the Parties. Neither Party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization.

- 2.10 This MOU contains the entire understanding of the Parties as to its subject matter and supersedes all other written and oral agreements between the Parties as to that subject matter.
- 2.11 This MOU is assignable only with the written consent of both Parties.
- 2.12 Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.
- 2.13 Neither Party is liable or responsible to the other Party for any loss or damage or for any delays or failure to perform under this MOU due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character (force majeure occurrence).
- 2.14 Member is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. Collaborator expressly acknowledges that Member is an agency of the state of Texas and nothing in this MOU will be construed as a waiver or relinquishment by Member of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by the Constitution and the laws of the state of Texas.
- 2.15 Prior to performing any specific projects or work contemplated by this MOU, the Parties will enter into a separate agreement containing definitive statements of work and associated budgets. Notwithstanding the foregoing, this MOU does not bind the Parties to negotiate or consummate any such later agreement(s).

Each Party enters into this MOU as of the Effective Date.

Texarkana Veterans Office**City of Texarkana, Texas**

By: *Cathy Hardin Harrison*
Name: *Cathy Hardin Harrison*
Title: *Miller County Judge*
Date: *1-6-25*

By:
Name:
Title:
Date:

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 9:56 AM

Lead Department: Finance Department **Action Officer:** Kristin Peeples,
Ordinance No. 2025-028 amending budgeted expenditures for the General Fund (Fund 101) and adding the amount of six million nine hundred forty-eight thousand nine hundred thirty-seven dollars and twenty-seven cents (\$6,948,937.27) for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for expenditures budgeted and unspent in the preceding fiscal year.

Subject: fiscal year.

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

Item Schedule

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

In the FY 2024 budget, the Council authorized expenditures of \$10,737,244.13 to come from a one-time use of General Fund fund balance for a list of various projects. Actual expenditures for FY 2024 totaled \$1,671,982.19 leaving a remaining balance of \$9,065,261.94 from the original allocation unspent. Of that balance, \$2,116,324.67 was automatically allocated to FY 2025 through the roll over purchase order process leaving \$6,948,937.27 remaining to be allocated in FY 2025.

Potential Options:

- Approve
- Deny

Fiscal Implications:

These expenditures were included in the General Fund assigned fund balance at the end of FY 2024, leaving approximately 187 days of expenditures in total General Fund unassigned fund balance at the end of FY 2024. The City's policy requires us to maintain 60 days in General Fund unassigned fund balance.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

N/A

Board/Committee Recommendation:

N/A

City of Texarkana, Texas

Advisory Board/Committee Meeting Date and Minutes:

N/A

Attachments

- a. 2025-028 Goals & Perspectives (DOCX)
- b. 2025-028 ORD Amending Budget for General Fund (Fund 101) (DOC)
- c. 2025-028 ATTH 01 One-Time Use of Fund FY 2025 (PDF)

Staff Coordination

Finance Department	Kristin Peebles	Department Head Review	Completed	
	02/03/2025 1:06 PM			
Finance Department	Kristin Peebles	Finance Review	Completed	02/03/2025
	1:06 PM			
City Manager	David Orr	City Manager Review	Completed	02/04/2025
	11:42 AM			
City Council	Jennifer Evans	Meeting	Pending	02/10/2025
	6:00 PM			

Meeting History

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. 2025-028

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGETED EXPENDITURES FOR THE GENERAL FUND (FUND 101) AND ADDING THE AMOUNT OF SIX MILLION NINE HUNDRED FORTY- EIGHT THOUSAND NINE HUNDRED THIRTY- SEVEN DOLLARS AND TWENTY- SEVEN CENTS (\$6,948,937.27) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, FOR EXENDITURES BUDGETED AND UNSPENT IN THE PRECEDING FISCAL YEAR; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Texarkana, Texas, authorized expenditures of \$10,737,244.13 from a one-time use of fund balance in the General Fund (Fund 101) for the fiscal year ending September 30, 2024; and

WHEREAS, \$1,671,982.19 of that allocation was expended in fiscal year 2024; and

WHEREAS, \$2,116,324.67 was automatically allocated to the budget for the fiscal year ending September 30, 2025, through the roll over purchase order process; and

WHEREAS, the budget for the fiscal year ending September 30, 2025, needs to be amended to add the amount of \$6,948,937.27 for expenditures budgeted and unspent in the preceding fiscal year for a total rolled amount of \$9,065,261.94 from the fiscal year ending September 30, 2024; and

WHEREAS, the original adopted budget for a one-time use of fund balance for the fiscal year ending September 30, 2025, was \$8,100,000.00; and

WHEREAS, the previous amendment for rolled purchase orders of \$2,116,324.67 and the proposed amendment to add additional expenditures of \$6,948,937.27 for unspent funds from the preceding fiscal year, will result in a total allocation of \$17,165,261.94 for a one-time use of fund balance in the General Fund (Fund 101).

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

SECTION 1: That the budget estimate of the 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 \$6,948,937.27 in additional expenditures in the General Fund (Fund 101).

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 **10th day of February, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

One-Time Use of Fund Balance

Fund-Dept	Account	Description	FY 2024 Revised Budget	FY 2024 Actual	FY 2024 Balance	FY 2025 Adopted Budget	FY 2025 Budget Amendments for Rolled PO's	FY 2025 Budget Current	FY 2025 Budget Amendment Needed	FY 2025 Revised Budget
101-2800	50090 - Trf to Economic Development	To establish Economic Development Corporation		-	-	6,000,000.00		6,000,000.00	-	6,000,000.00
101-2800	50110 - Trf to Community Development	To establish Community Development Corporation		-	-	2,000,000.00		2,000,000.00	-	2,000,000.00
101-2800	50120-Transfer to TWU	Dead End Looping and Other Capital Projects	1,272,388.38	234,438.47	1,037,949.91			-	1,037,949.91	1,037,949.91
101-2800	53402-Tools And Equipment	Police hats, load bearing vests, mapping software, handheld radar units	18,342.65	6,270.11	12,072.54			-	12,072.54	12,072.54
101-2800	54512-Bi State Rental	Bi-State Rental	1,040,314.00	-	1,040,314.00			-	596,458.99	596,458.99
101-2800	55801-Building & Facilities	Building Repairs for City Hall	200,000.00	547.67	199,452.33		88,508.60	88,508.60	110,943.73	199,452.33
101-2800	55801-Building & Facilities	Building Repairs for Fire Stations	904,715.75	792,213.10	112,502.65		37,167.02	37,167.02	3,335.63	40,502.65
101-2800	55801-Building & Facilities	Building Repairs for former Alaska Printing building	18,025.00		18,025.00			-	18,025.00	18,025.00
101-2800	55801-Building & Facilities	Animal Services Building	450,000.00		450,000.00			-	450,000.00	450,000.00
101-2800	55814-Parks&Recreational Area	Bringle Lake Wilderness Trail & Mountain Bike System	203,901.03	34,870.71	169,030.32			-	169,030.32	169,030.32
101-2800	55817-Other Improvements	Master Planning for Parks	20,000.00	20,970.82	(970.82)		12,769.30	12,769.30	3,302.23	16,071.53
101-2800	55817-Other Improvements	Master Planning for Hazard Mitigation	20,000.00	-	20,000.00			-	5,000.00	5,000.00
101-2800	55817-Other Improvements	Storm Sirens	46,586.93	9,635.06	36,951.87	100,000.00		100,000.00	412,590.88	512,590.88
101-2800	57063-Infrastructure Improvements	College Drive & Potomac drainage	1,968,715.39	16,061.25	1,952,654.14		12,813.75	12,813.75	1,937,798.04	1,950,611.79
101-2800	57067-College Drive Bike Ped Project	College Dr. Sidewalk Matching Funds	627,971.00		627,971.00		627,971.00	627,971.00	140,216.00	768,187.00
101-2800	57069-N. Robison Bike Ped Project	N. Robison Road Sidewalk Matching Funds	613,976.00	556,975.00	57,001.00		57,001.00	57,001.00	-	57,001.00
101-2800	57096-Airport Terminal	Airport Runway	1,832,308.00	-	1,832,308.00			-	1,832,308.00	1,832,308.00
101-2800	57104-Swanger Baseball Complex	Swanger Baseball Complex		-	-			-	202,075.91	202,075.91
101-2800	57106-Wallace Park	Wallace Park	1,500,000.00	-	1,500,000.00		1,280,094.00	1,280,094.00	17,830.09	1,297,924.09
			10,737,244.13	1,671,982.19	9,065,261.94	8,100,000.00	2,116,324.67	10,216,324.67	6,948,937.27	17,165,261.94

Attachment: 2025-028 ATTH 01 One-Time Use of Fund FY 2025 (4435 : 2025-028 ORD Amending the

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 2/7/2025 9:08 AM

Lead Department: Police **Action Officer:** Michael Henry, Captain
Subject: Resolution No. 2025-032 approving the Police Department's application for the
FY2025 State Homeland Security grant.

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

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

For consideration is the FY2025 State Homeland Security Grant Program application. This grant comes from the Office of the Governor. It is meant for projects that support state and local efforts to prevent terrorism and targeted violence and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. The Texarkana Texas Police Department has had thermal imaging cameras in the past and they proved extremely useful. Those cameras became outdated and lost functionality a few years ago and so need to be replaced. The thermal imaging cameras can be used to locate suspects, including terrorists or violent domestic extremist, that have hidden in buildings or that have ran off into a brushy or wooded area. We can also use them for urban search and rescue when we have a child or an elderly person wander off into a wooded area. The thermal imagers are also useful in locating items that have been hidden or concealed by a suspected terrorist or extremist such as an IED. The thermal imaging cameras can be used by patrol as well as our SWAT team. The SWAT team can use the thermal imagers to locate suspects inside a building without emitting any light, which will maintain the element of surprise. The imager can also see through the smoke and fog of chemical agents that may be deployed. The Texarkana Police Department plans to purchase four thermal imagers along with mobile charging units. The estimated cost is \$13,745.

Potential Options:

None

Fiscal Implications:

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

City of Texarkana, Texas

Staff Recommendation:

Approval of the application is recommended.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2025-032 RES FY2025 Police Homeland Security Grant Application (DOC)
- b. 2025-032 ATTH 01 State Homeland Security Program (PDF)
- c. 2025-032 ATTH 02 Texarkana Attack Pro Quote 2-5-25 (PDF)
- d. 2025-032 Goals & Perspectives (DOCX)

Staff Coordination

Police	Chiquita Burks	Department Head Review	Skipped
	02/06/2025 3:32 PM		
Finance Department	Kristin Peebles	Finance Review	Completed 02/07/2025
9:38 AM			
City Manager		City Manager Review	Pending
City Council	Jennifer Evans	Meeting	Pending 02/10/2025
6:00 PM			

Meeting History

RESOLUTION NO. 2025-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE 2025 ARK-TEX COUNCIL OF GOVERNMENTS HOMELAND SECURITY GRANT PROJECT SUBMISSION TO THE OFFICE OF THE GOVERNOR; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has received for several years funds from the Homeland Security Grant, a 100% federally funded perennial grant program, following submission of applications for grant funds approved by the City Council; and

WHEREAS, this year's grant is titled **Police Thermal Imaging Cameras** and would garner grant funds not to exceed \$13,745 that would allow the Police Department to replace four thermal imaging cameras which have become obsolete and are no longer supported by the manufacturer; and

WHEREAS, the City Council finds the **Police Thermal Imaging Camera** project to be operated from October 1, 2025, through September 30, 2026, to be in the best interest of the citizens of Texarkana and that the grant project submission should be approved; and

WHEREAS, the City Council agrees to return, in full, any grant funds lost or otherwise misused to the Office of the Governor.

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

SECTION 1: The City Council approves the FY2025 Ark-Tex Council of Governments Homeland Security Grant Project Submission for the **Police Thermal Imaging Camera** to the Office of the Governor.

SECTION 2: The City Council designates Captain Michael Henry as the grantee's authorized official.

SECTION 3: The authorized official is granted the authority to apply for, reject, alter, or terminate the grant on behalf of the applicant agency.

SECTION 4: 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

State Homeland Security Program – LETPA Projects (SHSP-L), Federal Fiscal Year 2025

Available

12/16/2024

Due Date

02/13/2025

Purpose:

The purpose of this announcement is to solicit applications for projects that support state and local efforts to prevent terrorism and targeted violence and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. PSO provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving a secure and resilient state.

Per Congressional mandate (911 Act), at least twenty-five percent (25%) of the combined Homeland Security Grant Program funding must be used for Law Enforcement Terrorism Prevention Activities (LETPA). **FEMA has increased this requirement to 35%.** This solicitation supports state, tribal and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and provide law enforcement and public safety communities with funds to support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

The State Homeland Security Program-LEPTA (SHSP-L) is intended to support investments that improve the ability of jurisdictions to:

- **Prevent** a threatened or actual act of terrorism; and/or
- **Protect** its citizens, residents, visitors, and assets against the greatest threats and hazards;

Prevention is defined as the capabilities necessary to avoid, prevent, or stop a threatened or actual act of terrorism.

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP-LEPTA projects must assist grantees in achieving target capabilities related to preventing or thwarting an initial or follow-on terrorist attack.**

Eligible Organizations:

1. State agencies;
2. Regional councils of governments;

3. Units of local government;
4. Nonprofit organizations;
5. Universities or Colleges; and
6. Federally recognized Native American tribes.

Total Funds
\$TBD



(877) 637-3473

Quote# 2025-032 ATTH 02

8.11.c

Quote # QT1902048
Date 02/05/2025
Expires 02/20/2025
Sales Rep Hibschman, Joshua
Shipping Method FedEx Ground
Customer TEXARKANA, CITY OF (TX)
Customer # C32491

Bill To

TEXARKANA, CITY OF (TX)
Captain Henry
100 N. State Line Ave. #16
Texarkana TX 75501
United States

Ship To

TEXARKANA, CITY OF (TX)
Captain Henry
100 N. State Line Ave. #16
Texarkana TX 75501
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
FQ-PAEX			AttackPRO camera, 2 batteries and 1 desktop battery charger	4	\$2,687.27	\$10,749
FD-PAA			AttackPRO, truck charger	4	\$679.54	\$2,718
RT3-4504			SEEK TIC Attack Pro Gearkeeper with Aluminum Carabiner	4	\$50.69	\$202

Subtotal \$13,670.00

Shipping Cost \$75.00

Tax Total \$0.00

Total \$13,745.00

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: 2025-032 ATTH 02 Texarkana Attack Pro Quote 2-5-25 (4438 : 2025-032 RES FY2025 Police Homeland Security Grant)



QT1902048

Packet Pg. 136

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: 2/6/2025 3:40 PM

Lead Department: Police **Action Officer:** Michael Henry, Captain
Subject: Resolution No. 2025-033 approving the Police Department's application for the
FY2026 Rifle-Resistant Body Armor Grant program.

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

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

For consideration is the FY2026 Rifle-Resistant Body Armor Grant Program application. This grant comes from the Office of the Governor. It is meant to provide rifle resistant body armor to equip patrol officers who may respond to an active shooter situation. The department was fortunate enough to receive rifle resistant body armor for all officers from a private donation five years ago. About 1/3 of those vests have been replaced through attrition. The department still has approximately 55 vests that have now exceeded the manufacturers' recommended life cycle. These vests need to be replaced. The vests are approximately \$1,800 each. The total for 55 vests is \$99,000.

Potential Options:

- None
-

Fiscal Implications:

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

Staff Recommendation:

Approval of the application is recommended.

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. 2025-033 RES FY2026 Police Rifle-Resistant Body Armor Grant (DOCX)
- b. 2025-033 Goals & Perspectives (DOCX)
- c. 2025-033 ATTH 01 Rifle Resistant Body Armor Grant Announcement (PDF)

Staff Coordination

Police	Chiquita Burks	Department Head Review	Skipped	
	02/06/2025 3:33 PM			
Police	Chiquita Burks	Supervisor Review	Skipped	02/07/2025
9:01 AM				
Finance Department	Kristin Peeples	Finance Review	Completed	02/07/2025
9:32 AM				
City Manager		City Manager Review	Pending	
City Council	Jennifer Evans	Meeting	Pending	02/10/2025
6:00 PM				

Meeting History

RESOLUTION NO. 2025-033**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE APPLICATION FOR THE FY 2026 RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Texarkana, Texas, finds it in the best interest of the citizens of Texarkana, Texas, that the Rifle-Resistant Body Armor project be operated from October 1, 2025, through September 30, 2026; and

WHEREAS, this grant project would garner grant funds not to exceed \$99,000 that would allow the Police Department to replace 55 sets of rifle-resistant body armor which have become obsolete and are no longer supported by the manufacturer; and

WHEREAS, the City will not be required to furnish matching funds to receive funds under the grant program; and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council of the City of Texarkana, Texas, assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council designates Captain Michael Henry as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency; 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: The City Council of the City of Texarkana, Texas, approves submission of the grant application for the Rifle-Resistant Body Armor project to the Office of the Governor.

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:

Rifle-Resistant Body Armor Grant Program, FY2026

Available
12/16/2024
Due Date
02/13/2025

Purpose:

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with rifle-resistant body armor.

Eligible Organizations:

Applications may be submitted by the Texas Department of Public Safety, units of local government and educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure; including municipalities, counties, independent school districts, universities, federally recognized Native American tribes, community colleges, and hospital districts.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Total Funds
\$10 Million

City of Texarkana, Texas

Briefing Sheet

Version: A

Update Date: 2/6/2025 3:45 PM

Lead Department: Fire Department **Action Officer:** Chris Black, Fire Chief
Resolution No. 2025-034 authorizing the 2025 Homeland Security Grant
Subject: application for the Thermal Imaging Camera Project with grant funds not to
exceed \$28,117.84.

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

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The item before you, if approved, would allow staff to submit the 2025 Homeland Security Grant Application to the ARTEX Council of Governments.

The Homeland Security Grant is a perennial grant which is 100% funded and there is no cost to the City.

This year's grant is titled Thermal imaging Camera (TIC) Project and would allow the Fire Department to replace six Thermal Imaging Cameras that have become obsolete and are no longer supported by the manufacturer.

Potential Options:

- Approve
- Deny

Fiscal Implications:

None. Grant is fully funded.

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. 2025-034 RES Authorizing Homeland Security Grant Application (DOC)
- b. 2025-034 ATTH 01 Intent to Apply (PDF)
- c. 2025-034 ATTH 02 MES Quote (PDF)
- d. 2025-034 Goals & Perspectives (DOCX)

Staff Coordination

Fire Department	Chris Black	Department Head Review	Completed	
	02/05/2025 11:24 AM			
City Attorney	Jeffery C. Lewis	Review	Completed	02/05/2025
1:58 PM				
City Manager	David Orr	City Manager Review	Completed	02/05/2025
3:51 PM				
City Council	Jennifer Evans	Meeting	Pending	02/10/2025
6:00 PM				

Meeting History

RESOLUTION NO. 2025-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE 2025 ARK-TEX COUNCIL OF GOVERNMENTS HOMELAND SECURITY GRANT PROJECT SUBMISSION TO THE OFFICE OF THE GOVERNOR; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has received, for several years, funds from the Homeland Security Grant, a 100% federally funded perennial grant program, following submission of applications for grant funds approved by the City Council; and

WHEREAS, this year's grant is titled **Thermal Imaging Camera Project** and would garner grant funds not to exceed \$28,117.84 that would allow the Fire Department to replace six thermal imaging cameras which have become obsolete and are no longer supported by the manufacturer; and

WHEREAS, the City Council finds the **Thermal Imaging Camera Project** to be operated from October 1, 2025, through September 30, 2026, to be in the best interest of the citizens of Texarkana and that the grant project submission should be approved; and

WHEREAS, the City Council agrees to return, in full, any grant funds lost or otherwise misused to the Office of the Governor.

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

SECTION 1: The City Council approves the 2025 Ark-Tex Council of Governments Homeland Security Grant Project Submission for **Thermal Imaging Camera Project** to the Office of the Governor.

SECTION 2: The City Council designates the City of Texarkana's Mayor as the grantee's authorized official.

SECTION 3: The authorized official is granted the authority to apply for, reject, alter, or terminate the grant on behalf of the applicant agency.

SECTION 4: 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

FY2025 HSGP

Certification and Intent to Apply Form

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States.

Primary Mission and Purpose

State Homeland Security Program (SHSP): Supports state, Tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All supported investments are based on capability targets identified during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Requirements

1. **Cybersecurity Training** - Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.
2. **Criminal History Reporting** - Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.
3. **Uniform Crime Reporting Program (UCR)** - Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months

Entities must also participate in the application workshop.

Certification -

Each applicant agency will certify to the specific criteria detailed above to be eligible for funding under the Homeland Security Grant Program (HSGP).

By signing this document, I certify to all of the above requirements and intend to apply for FY25 HSGP funds.



01/08/2025

Signature of Workshop Attendee

Date

Owen Jones

Texarkana Texas Fire Department

Printed Name of Workshop Attendee

Agency Representing

Please provide a description of the proposed projects and estimated cost. If you are applying for multiple projects, please identify which is your primary, secondary, and so forth. ATCOG will prioritize all primary projects submitted first, then will proceed with ranking of secondary projects.

Our proposed project for this year is to replace our outdated thermal imaging cameras. Some of our current cameras will no longer hold a charge making them almost impossible to use. These cameras are crucial in our search and rescue operations on the fire scene. We are asking for six cameras at a cost of \$28,117.84.



(877) 637-3473

Quote 2025-034 ATTH 02

8.13.c

Quote # QT1891513
Date 01/08/2025
Expires 01/23/2025
Sales Rep Hibschan, Joshua
Shipping Method FedEx Ground
Customer TEXARKANA, CITY OF (TX)
Customer # C32491

Bill To
TEXARKANA, CITY OF (TX)
Owen Jones
919 Elm St
Texarkana TX 75501
United States

Ship To
TEXARKANA, CITY OF (TX)
Owen Jones
919 Elm St
Texarkana TX 75501
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
FQ-PANX			AttackPRO+ (NFPA) camera, 2 batteries, 1 desktop battery charger	6	\$3,914.98	\$23,489.88
RT3-4504			SEEK TIC Attack Pro Gearkeeper with Aluminum Carabiner	6	\$55.66	\$333.96
FD-PAA			AttackPRO, truck charger	6	\$699.00	\$4,194.00

Sales Rep Joshua Hibschan
Jhibschman@mesfire.com

Subtotal \$28,017.84
Shipping Cost \$100.00
Tax Total \$0.00
Total \$28,117.84

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: 2025-034 ATTH 02 MES Quote (4440 : 2025-034 RES Authorizing 2025 Homeland Security Grant application)



QT1891513

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 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

01/13/25 City Council MOVED FORWARD Next: 02/10/25
 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.

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

Attachment: 2025-001 RES Naming BL Trail - Harrison (4392 : 2025-001 Naming Bringle Lake Park Trail - Harrison)

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

01/13/25 City Council MOVED FORWARD Next: 02/10/25
 Brandon Uselton briefed this agenda item.

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



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)



Volume Licensing

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: 1/3/2025 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

01/13/25 City Council MOVED FORWARD Next: 02/10/25
 Paul Mehrlich, Executive Director of the Texarkana Regional Airport, briefed this agenda item.

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,

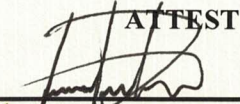
WHEREAS, \$22,503.73 would be funded by the City of Texarkana AR by funds previously approved in the 2023 Capital Budget,

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

Attachment: 2025-013 ATTH 01 Brd Res. WO 1 Runway Strengthening (4411 : 2025-013 RES Airport Runway Strengthen)

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
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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 \$0.00

Subtotal \$44,359.11

Subconsultants

SUBTOTAL \$0.00 \$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 \$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
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SUBTOTAL SALARIES \$7,684.87

Labor and General 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

SUBTOTAL - 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

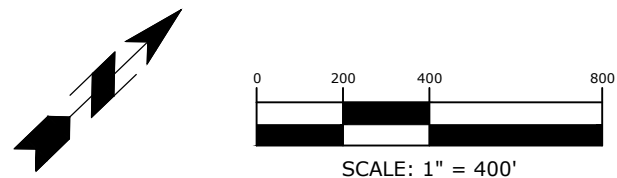
TOTAL FEE

\$21,302.20

Attachment: 2025-013 ATTH 02 - WO 1 Runway 4-22 Strengthening (4411 : 2025-013 RES Airport Runway Strengthen)

Appendix B

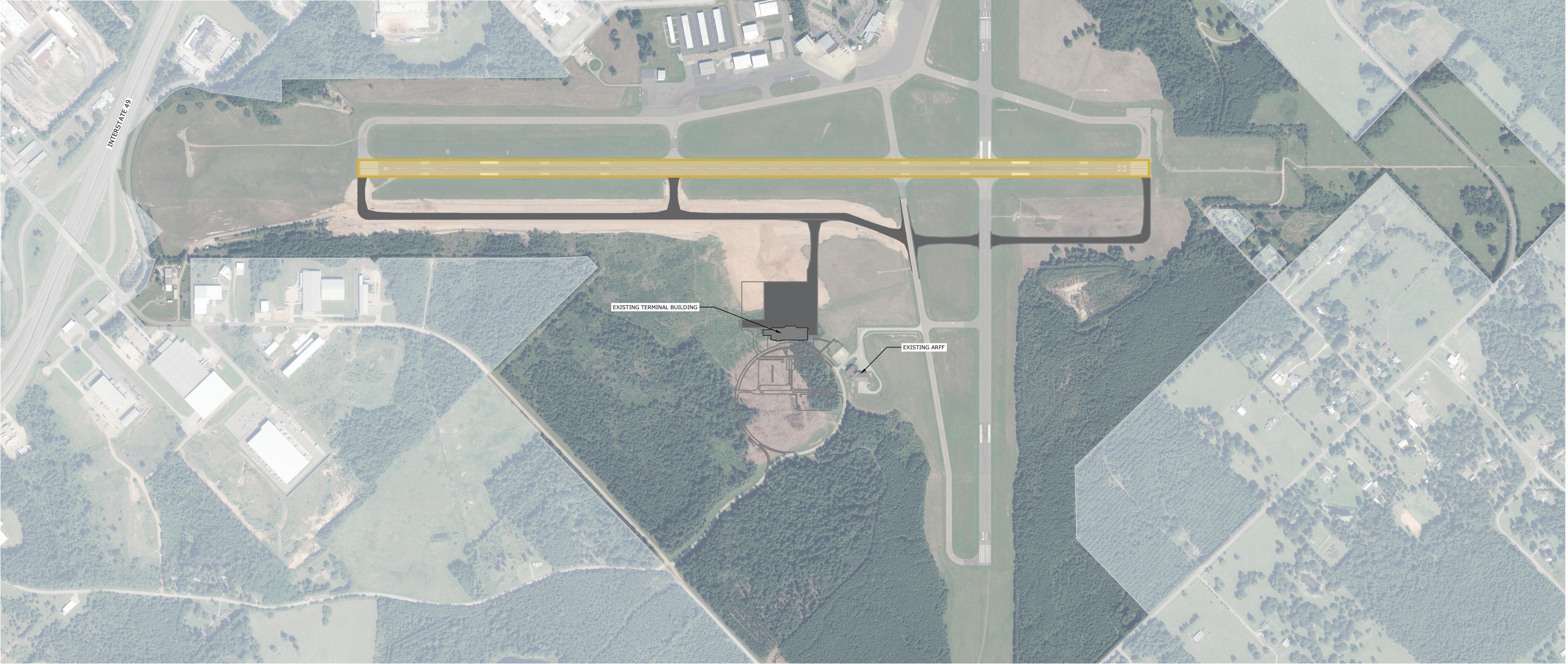
Attachment: 2025-013 ATTH 02 - WO 1 Runway 4-22 Strengthening (4411 : 2025-013 RES Airport Runway Strengthen)



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

8.16.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

8.16.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

8.16.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: A

Update Date: 2/3/2025 4:31 PM

Lead Department: Public Works Department **Action Officer:** Jonathan Wade,
Ordinance No. 2025-029 closing and abandoning a twenty-foot (20') alley right-
of-way and retaining a utility easement in its place, in Block 1 of the Buchanan
Subject: Avenue Addition.

Briefing: 2/10/2025 **Public Hearing:** 3/10/2025 **Council Vote:** 3/10/2025

Item Schedule

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

Updates/History of Briefing:

Executive Summary and Background Information:

The City received a request from TDC General Contractors, LLC and Pastor James Hawkins for the abandonment of a 20' Alley Right-of-Way located in Block 1 of the Buchanan Avenue Addition.

If this alley right-of-way is abandoned, then by policy the right-of-way will be delivered to all adjacent property owners.

The City sent out a memorandum to City Departments and Utility Representatives. The City has no plans for ever using this right-of-way for future purposes. Utility responses have requested we maintain a 20' utility easement throughout the entirety of the alley to be abandoned and there are no issues with closing and abandoning this right-of-way. Attached in the packet is the memorandum and responses.

Potential Options:

- Approve closure and abandonment
- Not approve closure and abandonment

Fiscal Implications:

No fiscal implications

Staff Recommendation:

Staff recommends approval and retaining utility easement

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

City of Texarkana, Texas

Advisory Board/Committee Meeting Date and Minutes:

(Insert Minutes Here) or Select, Delete this and all text in this area and say "NOT APPLICABLE"

Attachments

- a. 2025-029 ORD Closing and Abandoning 20' Alley in Block 1 of Buchanan Ave Addn (DOCX)
- b. 2025-029 EXH 'A' - Property Description (PDF)
- c. 2025-029 ATTH 01 Memo To City Staff and Utility Companies (PDF)
- d. 2025-029 ATTH 02 Utility and Department Comments (PDF)
- e. 2025-029 Goals and Perspectives (DOCX)

Staff Coordination

Public Works Department	Jonathan Wade	Review	Completed
02/03/2025 12:45 PM			
Public Works Department	Dusty Henslee	Department Head Review	
Completed	02/03/2025 12:47 PM		
Fire Department	Chris Black	Review	Completed 02/03/2025
2:11 PM			
Police	Jennifer Evans	Review	Skipped 02/03/2025
4:07 PM			
City Manager	David Orr	City Manager Review	Completed 02/04/2025
11:41 AM			
City Council	Jennifer Evans	Meeting	Pending 02/10/2025
6:00 PM			

Meeting History

ORDINANCE NO. 2025-029

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, CLOSING AND ABANDONING A TWENTY-FOOT (20') ALLEY LOCATED NORTH OF GARBER STREET, AND EAST OF SOUTH LAKE DRIVE, LOCATED IN BLOCK 1 OF THE BUCHANAN AVENUE ADDITION, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been received requesting that the City close and abandon a twenty-foot (20') alley located north of Garber Street and east of South Lake Drive located in Block 1 of the Buchanan Avenue Addition in the City of Texarkana, Bowie County, Texas, as shown on the attached location map hereto and incorporated herein as **Exhibit 'A'**; and

WHEREAS, the City has notified all adjacent landowners, interested utilities, and city departments requesting their comments; and

WHEREAS, based on the responses from all notified parties, the City finds it to be in the best interest of the City to close and abandon the twenty-foot (20') alley located in Block 1 of the Buchanan Avenue Addition, north of Garber Street and east of South Lake Drive as shown on the attached property description and incorporated herein as **Exhibit 'A'**; and

WHEREAS, all adjacent landowners shall receive ownership of half of the abandoned alley along their property.

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

SECTION 1: The twenty-foot (20') alley right-of-way located north of Garber Street and east of South Lake Drive, located in Block 1 of the Buchanan Avenue Addition in the City of Texarkana, Bowie County, Texas, as shown on the map and described in the Alley Abandonment Request (**ATTH 01**) hereto and incorporated herein as **Exhibit "A"**, be and is hereby abandoned as a street or public thoroughfare of any kind or character.

SECTION 2: That a twenty-foot (20') utility easement shall be retained over the entire area that is being abandoned.

SECTION 3: The above described property is hereby declared surplus and abandoned and the responsibility of the City to maintain said property is hereby terminated.

SECTION 4: 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: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: 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 March, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Property Description
12100.01 Sq. Ft.
0.278 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the Jacob Carsner Headright Survey, Abstract 116, Bowie County, Texas, being all of a 20-foot alley in Block 1 of the Buchanan Avenue Addition according to the Plat recorded in Volume 40, Page 61 of the Plat Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a steel pipe (control monument) found for a corner, the Northeast corner of the said alley, the Northwest corner of Lot 1, of the said Block 1, and lying in the South right-of-way line of Jones Street, the said corner bears South 88 degrees 13 minutes 01 seconds West a distance of 138.08 feet to a 1/2 inch steel rod found for a corner, capped MTG ENG, the Northeast corner of the said Lot 1 and at the intersection of the South right-of-way line of the said Jones Street and the West right-of-way line of Willis Street;

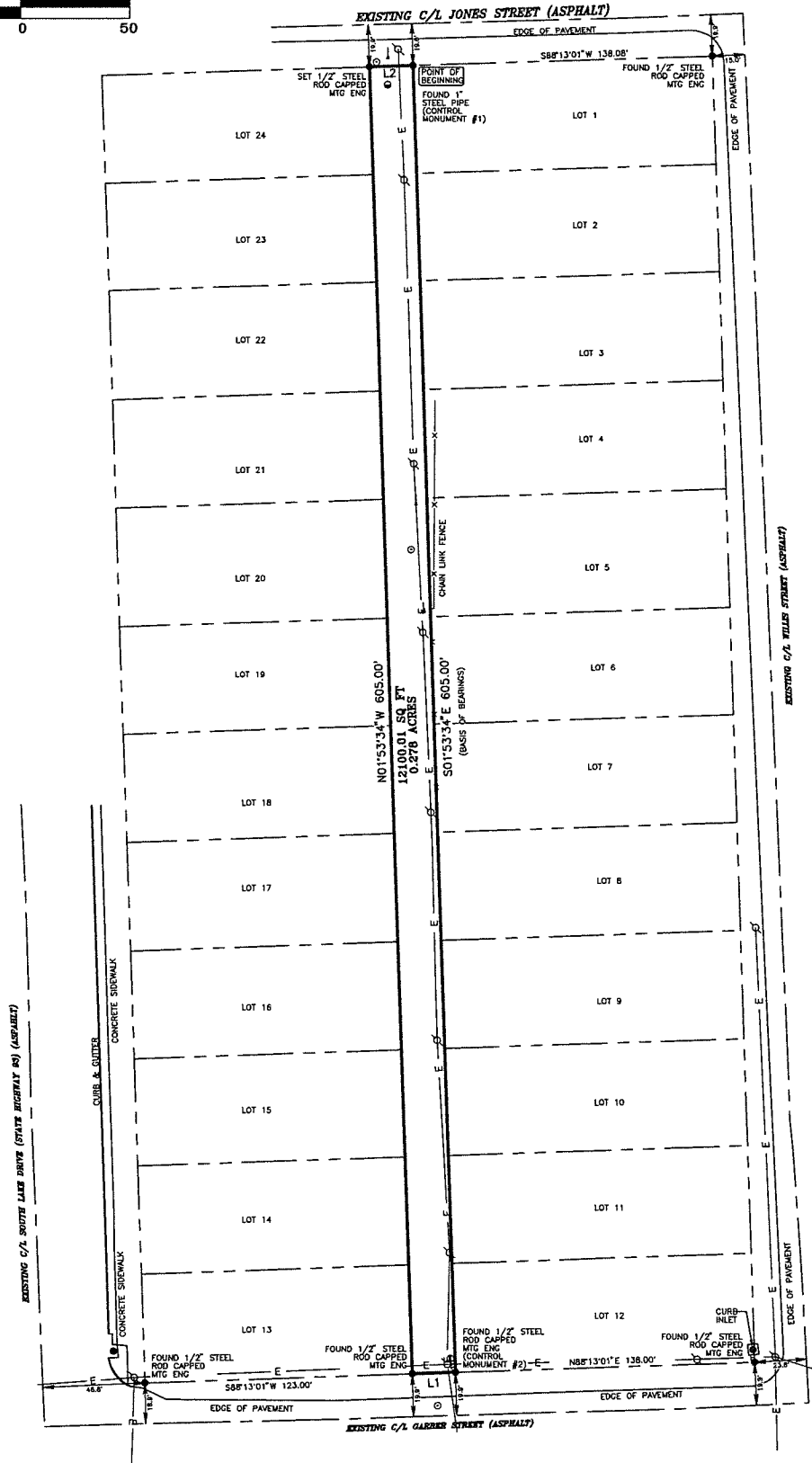
THENCE South 01 degrees 53 minutes 34 seconds East, basis of bearings, a distance of 605.00 feet along the East line of the said alley, and the East line of Lots 1 through 12 of the said Block 1 to a 1/2 inch steel rod (control monument) found for a corner, capped MTG ENG, the Southeast corner of the said alley, the Southwest corner of the said Lot 12, said corner bears North 88 degrees 13 minutes 01 seconds East a distance of 138.00 feet to a 1/2 inch steel rod found for a corner, capped MTG ENG, the Northwest corner of the said Lot 1 and at the intersection of the North right-of-way line of the said Garber Street and the West right-of-way line of the said Willis Street;

THENCE South 88 degrees 13 minutes 01 seconds West a distance of 20.00 feet along the South line of the said alley and the North right-of-way line of the said Garber Street to a 1/2 inch steel rod found for a corner, capped MTG ENG, the Southwest corner of the said alley and the Southeast corner of Lot 13 of the said Block 1, the said corner bears South 88 degrees 13 minutes 01 seconds West a distance of 123.00 feet to a 1/2 inch steel rod found for a corner, capped MTG ENG, the Southwest corner of the said Lot 13 and at the intersection of the North right-of-way line of the said Garber Street and the East right-of-way line of South Lake Drive (State Highway 93);

THENCE North 01 degrees 53 minutes 34 seconds West a distance of 605.00 feet along the West line of the said alley and the East line of Lots 13 through 24 to a 1/2 inch steel rod set for a corner, capped MTG ENG, the Northwest corner of the said alley, the Northeast corner of the said Lot 24, and lying in the South right-of-way line of the said Jones Street;

THENCE North 88 degrees 13 minutes 01 seconds East a distance of 20.00 feet along the North line of the said alley and the South right-of-way line of the said Jones Street to the point of beginning and containing 0.278 acres of land, at the time of this survey.

GRAPHIC SCALE 1"=50'



LINE	BEARING	DISTANCE
L1	S88°13'01\"W	20.00'
L2	N88°13'01\"E	20.00'

- LEGEND
- CLEANOUT
 - GUY
 - MANHOLE
 - METER LOOP
 - POWER POLE
 - STORM DRAIN
 - MANHOLE

THE BEARINGS ARE BASED ON GRID NORTH WITHIN THE "TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, NAD83 (GCRS86, EPOCH 2002.0), GRID, WITH A BEARING OF SOUTH 01 DEGREES 53 MINUTES 34 SECONDS EAST. THE FOLLOWING CONTROL MONUMENTS WERE USED TO ESTABLISH THE BASIS OF BEARINGS:

CONTROL MONUMENT #1
N=7224176.0340
E=3322865.3180

CONTROL MONUMENT #2
N=7223571.3738
E=3322869.3027

EXHIBIT

0.278 ACRES IN THE JACOB CARNSNER
HEADRIGHT SURVEY, ABSTRACT 116
BOWIE COUNTY, TEXAS

Date	Revision/Description

Drawn By CH	Checked By JH	Project No. 246098	Dwg. Date 1/27/25
----------------	------------------	-----------------------	----------------------

MTG
ENGINEERS
& SURVEYORS

5930 SUMMERHILL ROAD TEXARKANA, TX
P 903.538.6533 www.mtgengineers.com
TSP# FIRM NO. F-354 AR COA NO. 125

© MTG 2025

File No.	Sheet No.
----------	-----------

TEX-Wade, Jonathan

From: TEX-Wade, Jonathan
Sent: Wednesday, January 15, 2025 4:16 PM
To: TWU-McBride, Len; TWU-Icenhower, Kenny; michael.a.latham@windstream.com; chris.jackson@windstream.com; McCormick, Brandon K; Zac Pinalto; bbrooks@summitutilities.com; joe.langley@sparklight.biz; Katie Hall; tray.mcneill@rittercommunications.com; dmcdowell@swrea.com; Stephanie Green; Adam Keahey; Tod Corbin
Subject: Proposed Buchanan Ave Addn Alley Abandonment
Attachments: BuchananAveBlkTrct1 Alley Abandonment.pdf; Memo-ROWAbandonmentBuchananAveAdnBlkTrct1.pdf

All,

The City has received a request to abandon an alley located in block 1 of Buchanan Avenue Addition. Please review the attached documents and provide me with your comments. If you have any questions, feel free to contact me at any time.

Thank you,

Jonathan Wade, PE, CFM
City Engineer
City of Texarkana, Texas
Office: (903) 798-3251
Cell: (903) 908-2725
Email: Jonathan.Wade@texarkanatexas.gov

Attachment: 2025-029 ATTH 01 Memo To City Staff and Utility Companies [Revision 1] (4434 : 2025-029 ORD Closing and Abandoning 20' Alley



CITY OF
TEXARKANA
Public Works Department TEXAS

220 Texas Blvd
Texarkana, TX 75501
Phone (903) 798-3900

January 15th, 2025

City Departments and Utility Representatives

Re: Proposed Alley Abandonment

The City of Texarkana, Texas has received a letter from Mark Wurtele and James Hawkins requesting the abandonment and closure of a 20' alley located in Block 1 of Buchanan Avenue Addition.

Please refer to the attachments and provide any comments to me by January 29th, 2025 if you are in favor of abandonment.

Your prompt response is appreciated. If you have any questions, please contact me at my office or through email.

Sincerely,

Jonathan Wade, PE, CFM
City Engineer
Office: (903) 798-3251
Cell: (903) 908-2725
Jonathan.wade@texarkanatexas.gov



CITY OF TEXARKANA TEXAS

P.O. Box 1967
Texarkana, TX 75504
Phone (903) 798-3900

Application for Public R.O.W. Abandonment

Type: Street ☒ Alley ☐ Other Alley between Garber and Jones.
Purpose of Abandonment: To be able to drive across for access from parking lots to the new St. Johns Church to be built at 1600 Garber
Applicant/Agent Information:
Name: TDC General Contractors LLC
Address: 2012 Arkansas Blvd Texarkana AR 71854
Phone: 903 277-6665 Fax: () Work E-mail: markwurtele@gmail.com

Required Documents needed to proceed with review:

- ☐ Letter requesting abandonment
- ☐ Electronic Copy of plat/deed/plot plan showing requested abandonment
- ☐ Letter/Petition from all adjacent property owners agreeing to abandonment

Required Documents needed prior to City Council Meeting:

- ☐ Abandonment release form signed by owner/applicant
- ☐ Abandonment release form signed by adjacent land owners
- ☐ Legal Exhibit and Property Description of property being abandoned
- ☐ Application Fee

Note: Partial abandonment requests will not be accepted.

for TDC General Contractors

Mark Wurtele

Applicant's Printed Name

Mark Wurtele

Applicant's Signature

12-20-24

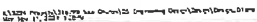
Date

Application Fee: \$750

Received by: _____

Application Fee Paid: _____

Receipt No.: _____





The City of Texarkana TX.

12/27/2024

RE: Application for Public R.O.W. Abandonment.

At this time Pastor James Hawkins, the congregation of the St. John's Baptist church located at 1213 Garber St., Texarkana TX. and TDC General Contractors LLC are requesting the abandonment of the alley located between Garber and Jones streets. St. John's Baptist church will be building their new church at 1600 Garber St. and will need the alley to be able to connect the east side of the alley where the church will be built to the west lots where the majority of the parking will be located.

Sincerely,



Mark Würtele Representative

TDC General Contractors LLC



CITY OF
TEXARKANA
Public Works Department TEXAS

2025-029 ATTH 02

9.1.d

220 Texas Blvd
Texarkana, TX 7550
Phone (903) 798-3901

Date: January 31st, 2025

To: File

From: Jonathan Wade, PE, CFM, City Engineer

Re: ROW Abandonment of 20' Alley in Block 1 of Buchanan Ave Addn

Comments are as follows:

1. TWU – Retain 20' Easement
2. Fire – No comments
3. Summit – Retain 20' Easement
4. Police – No comments
5. Public Works – No issues
6. Windstream Communications – Retain 20' Easement
7. Electric:
 - AEP/SWEPCO – No comments
 - REA – No comments
 - Bowie Cass – No Comments
8. Sparklight – No comments

Staff recommends for the approval of the abandonment of the right-of-way and retainment of utility easements.

Attachment: 2025-029 ATTH 02 Utility and Department Comments (4434 : 2025-029 ORD Closing and Abandoning 20' Alley in Block 1 of

TEX-Wade, Jonathan

From: Jackson, Chris L <Chris.Jackson@windstream.com>
Sent: Monday, February 3, 2025 10:52 AM
To: TEX-Wade, Jonathan
Cc: Latham, Michael A; brandon.k.mccormick@windstream.com
Subject: RE: Proposed Buchanan Ave Addn Alley Abandonment

CAUTION: This email originated from outside our email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Jonathon,

Per our earlier phone call, we will need to maintain service through the existing easement. We do not have buried service through that section, but we do have aerial copper and fiber.

If you need anything else from me, let me know.

Thank you,

Chris Jackson
OPT/Engineer
Outside Plant Engineering
 C: 903-748-3042 | GoKinetic.com



Sensitivity: Internal

From: TEX-Wade, Jonathan <jonathan.wade@texarkanatexas.gov>
Sent: Thursday, January 16, 2025 2:58 PM
To: Jackson, Chris L <Chris.Jackson@windstream.com>
Cc: Latham, Michael A <Michael.A.Latham@windstream.com>; McCormick, Brandon K <Brandon.K.Mccormick@windstream.com>
Subject: RE: Proposed Buchanan Ave Addn Alley Abandonment

This Message Is From an External Sender

This message came from outside your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Chris,

TEX-Wade, Jonathan

From: TWU-Smith, Gary
Sent: Tuesday, January 21, 2025 10:11 AM
To: TEX-Wade, Jonathan
Cc: TWU-Icenhower, Kenny
Subject: FW: Proposed Buchanan Ave Addn Alley Abandonment
Attachments: BuchananAveBlkTrct1 Alley Abandonment.pdf; Memo-ROWAbandonmentBuchananAveAdnBlkTrct1.pdf; Alley Abandonment Buchanan Ave.doc

Jonathan,

Attached is the letter I sent February of last year. If you need anything else let me know. Thanks

Gary

From: TEX-Wade, Jonathan <jonathan.wade@texarkanatexas.gov>
Sent: Wednesday, January 15, 2025 4:16 PM
To: TWU-McBride, Len <len.mcbride@txkusa.org>; TWU-Icenhower, Kenny <Kenny.Icenhower@txkusa.org>; Latham, Michael A <michael.a.latham@windstream.com>; chris.jackson@windstream.com; brandon.k.mccormick@windstream.com; Zac Pianalto <zspianalto@aep.com>; bbrooks@summitutilities.com; joe.langleyle@sparklight.biz; Katie Hall <Katie.Hall@rittercommunications.com>; tray.mcneill@rittercommunications.com; dmcdownell@swrea.com; Stephanie Green <sgreen@conterra.com>; Adam Keahey <akeahey@conterra.com>; Tod Corbin <todc@bcec.com>
Subject: Proposed Buchanan Ave Addn Alley Abandonment

All,

The City has received a request to abandon an alley located in block 1 of Buchanan Avenue Addition. Please review the attached documents and provide me with your comments. If you have any questions, feel free to contact me at any time.

Thank you,

Jonathan Wade, PE, CFM
 City Engineer
 City of Texarkana, Texas
 Office: (903) 798-3251
 Cell: (903) 908-2725
 Email: Jonathan.Wade@texarkanatexas.gov



Texarkana Water Utilities

801 Wood Street, P.O. Box 2008, Texarkana, Texas 75504

(903) 798-3800 Phone
711 TTY
(903) 791-0724 Fax

MEMORANDUM

To: Jonathan Wade, P.E., CFM, City Engineer, City of Texarkana, Texas

From: Gary L. Smith, P.E., Executive Director, TWU

Date: February 21, 2024

Re: Alley Abandonment – Block 1 of Buchanan Avenue Addition

The Utility staff has reviewed the above referenced request for an easement abandonment and has the following comments:

1. There is an existing six-inch (6") water main and an existing six-inch (6") sanitary sewer main in this section of the alley.
2. The Utility does not object to the abandonment of this section of the alley if a utility easement is retained over the width of the existing alleyway and nothing is allowed to be built/installed over this easement.
3. The size and location of the existing water and sewer main has not been field verified. The developer's representative shall field verify the size and location of the existing utilities before any construction.

If you should have any questions or require further information, please do not hesitate to contact me. Thank you.

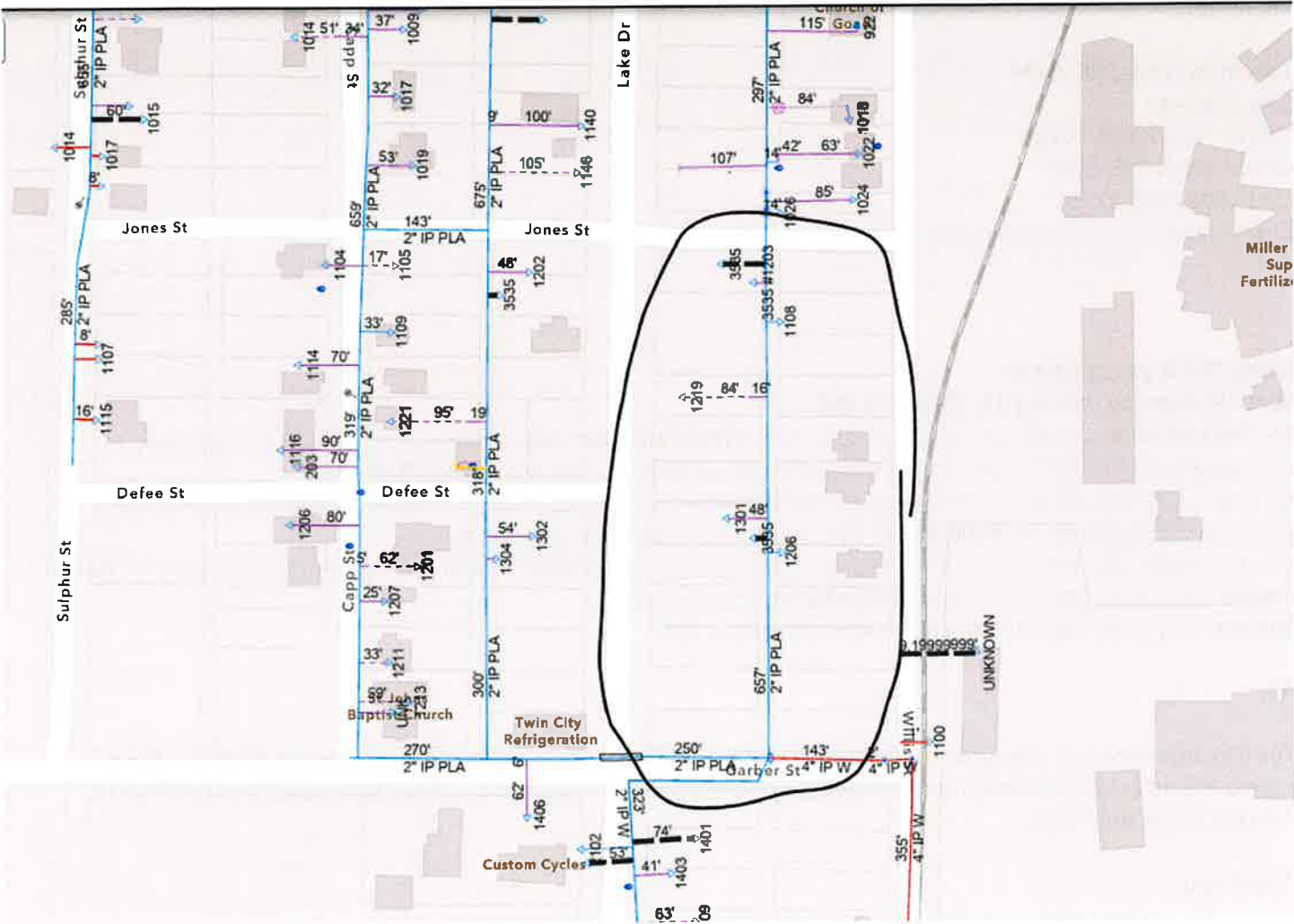
cc: Kenny Icenhower, P.E., Assistant Executive Director, TWU
Bill Moss, GIS Asset Management Administrator, TWU
Teresa Akard, O & M Coordinator, TWU
Michelle Warren, Executive Assistant, TWU

TEX-Wade, Jonathan

From: Brandon Brooks <bbrooks@summitutilities.com>
Sent: Wednesday, January 15, 2025 4:38 PM
To: TEX-Wade, Jonathan
Subject: RE: [EXTERNAL EMAIL] RE: Proposed Buchanan Ave Addn Alley Abandonment

CAUTION: This email originated from outside our email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We have a main a 2” plastic main that runs through that alley.



Brandon Brooks
Operations Supervisor | Texarkana, Arkansas
903.824.1304 c.
bbrooks@summitutilities.com

Attachment: 2025-029 ATTH 02 Utility and Department Comments (4434 : 2025-029 ORD Closing and Abandoning 20' Alley in Block 1 of

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:

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 2/6/2025 3:29 PM

Lead Department: Planning & Zoning Commission **Action Officer:** Laura Puckett, Zoning Administrator
Subject: Ordinance No. 2025-030 rezoning on an approximate 2.408-acre tract of land (being Tract 10C), West Texarkana GDN, located at 921 Westlawn Drive (Ward 2) from Single Family-2 to Single Family-3, Maria Rodriguez, owner, and Julieta Rosas, agent.

Briefing: 2/10/2025 **Public Hearing:** 3/10/2025 **Council Vote:** 3/10/2025

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 Maria Rodriguez, owner, and Julieta Rosas, agent, to rezone on an approximate 2.408-acre tract of land (being Tract 10C), West Texarkana GDN, located at 921 Westlawn Drive 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 "Regional Commercial".

The adjacent zoning is Office to the west, Two Family-1 to the east, Multiple Family-1 to the north, and Single Family-2 to the south. The adjacent land use is an insurance office west, apartments to the north, and vacant land to the east and 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

City of Texarkana, Texas

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 recommend for approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

February 3, 2025

Attachments

- a. 2025-030 ORD rezoning 921 Westlawn Drive (DOCX)
- b. 2025-030 EXH 'A' (Legal Description) (PDF)
- c. 2023-030 ATTH 01 (Maps) (PDF)
- d. 2025-030 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed
02/06/2025 8:10 AM			
Public Works Department	Dusty Henslee	Reviewer	Completed
02/06/2025 8:16 AM			
City Manager	Reviewer	Pending	
City Council	Jennifer Evans	Meeting	Pending
6:00 PM			02/10/2025

Meeting History

ORDINANCE NO. 2025-030

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 AN APPROXIMATE 2.408-ACRE (BEING TRACT 10C), WEST TEXARKANA GDN, LOCATED AT 921 WESTLAWN DRIVE, 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 an approximate 2.408-acre tract of land (being Tract 10C), West Texarkana GDN (EXH 'A), located at 921 Westlawn Drive**, 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 an approximate 2.408-acre tract of land (being Tract 10C), West Texarkana GDN (EXH 'A), located at 921 Westlawn Drive** 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 an approximate 2.408-acre tract of land (being Tract 10C), West Texarkana GDN (EXH 'A),**

located at 921 Westlawn Drive 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 March, 2025**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GIFT DEED

CO COPY

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BOWIE

THAT I, **ISAIAS ROSAS OLVERA**, owning, claiming and occupying other property as his homestead, with an address of 1001 Ele Street, Texarkana, TX 75501 (hereinafter referred to as "Grantor"), with full intention of conveying the property hereinafter described as a gift, with no reversionary interests whatsoever in favor of Grantor, have GIVEN, GRANTED, and CONVEYED, and by these presents do GIVE, GRANT, and CONVEY to **MARIA G. RODRIGUEZ and wife JOSE' RODRIGUEZ MOYA wife and husband** with an address of 5301 E McKinney Street # 164, Denton TX 76208 hereinafter referred to as "Grantees," the real property ("Property") described as follows:

All that certain tract or parcel of land being 0.905 acres in the THOMAS PRICE HRS., Abstract No. 466, and 1.503 acres in Lot 3 of the M. E. P. & P. Ry. Co. Survey, Abstract No. 435, Bowie County, Texas, and the subject tract of land being all of that certain tract of land lying South of the South right-of-way line of Westlawn Drive as conveyed to Cleo Roberson by Correction Deed recorded in Volume 387, Page 123 of the Deed Records of Bowie County, Texas, and the subject tract of land being more particularly described by metes and bounds as follows:

Beginning at a ¾" iron pin found for corner at the Southeast corner of said Roberson tract, the Point of Beginning being located on the West line of a certain called 2.649 acre tract of land as conveyed to Burks Construction Company, Inc. by Warranty Deed with Vendor's Lien recorded in Volume 5546, Page 131 of the Real Property Records of Bowie County, Texas, the Point of Beginning also being the most Easterly Northeast corner of that certain called 11.550 acre tract of land as conveyed to Ralph A. McDowell by Warranty Deed recorded in Volume 4226, Page 120 of the Real Property Records of Bowie County, Texas;

THENCE: S 87°54'36" W, 233.09 feet with the South line of said Roberson tract and a North line of said McDowell tract to a ½" iron pin set for corner at the Southwest corner of said Roberson tract;

THENCE: N 01°18'38" E, 408.82 feet with the West line of said Roberson tract, with the most Northerly East line of said McDowell tract and on with the East line of a certain tract of land as conveyed to Brenda Murray and Larry Murray by Warranty Deed recorded in Volume 4821, Page 96 of the Real Property Records of Bowie County, Texas, to a ½" iron pin set for corner on the South right-of-way line of Westlawn Drive, said corner being 35.00 feet at right angles from the centerline of same, said right-of-way line being a curve to the left having a radius of 2326.83 feet; THENCE: Northeasterly, with said curve and right-of-way line for a distance of 182.54 feet (chord

Gift Deed – Page/1

Attachment: 2025-030 EXH 'A' (Legal Description) (4436 : 2025-030 ORD SF-2 to SF-3 921 Westlawn Drive)

is N 57°48'45" E, 182.49 feet), through a central angle of 04°29'41" to a ½" iron pin set for corner at the end of said curve;

THENCE: N 53°33'54" E, 70.22 feet with said South right-of-way line to a ½" iron pin set for corner on the East line of said Roberson tract, said corner also being the Northwest corner of said 2.649 acre tract;

THENCE: S 01°11'50" E, 537.25 feet with the East line of said Roberson tract and the West line of said 2.649 acre tract to the Point of Beginning and containing 2.408 acres of land, more or less.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

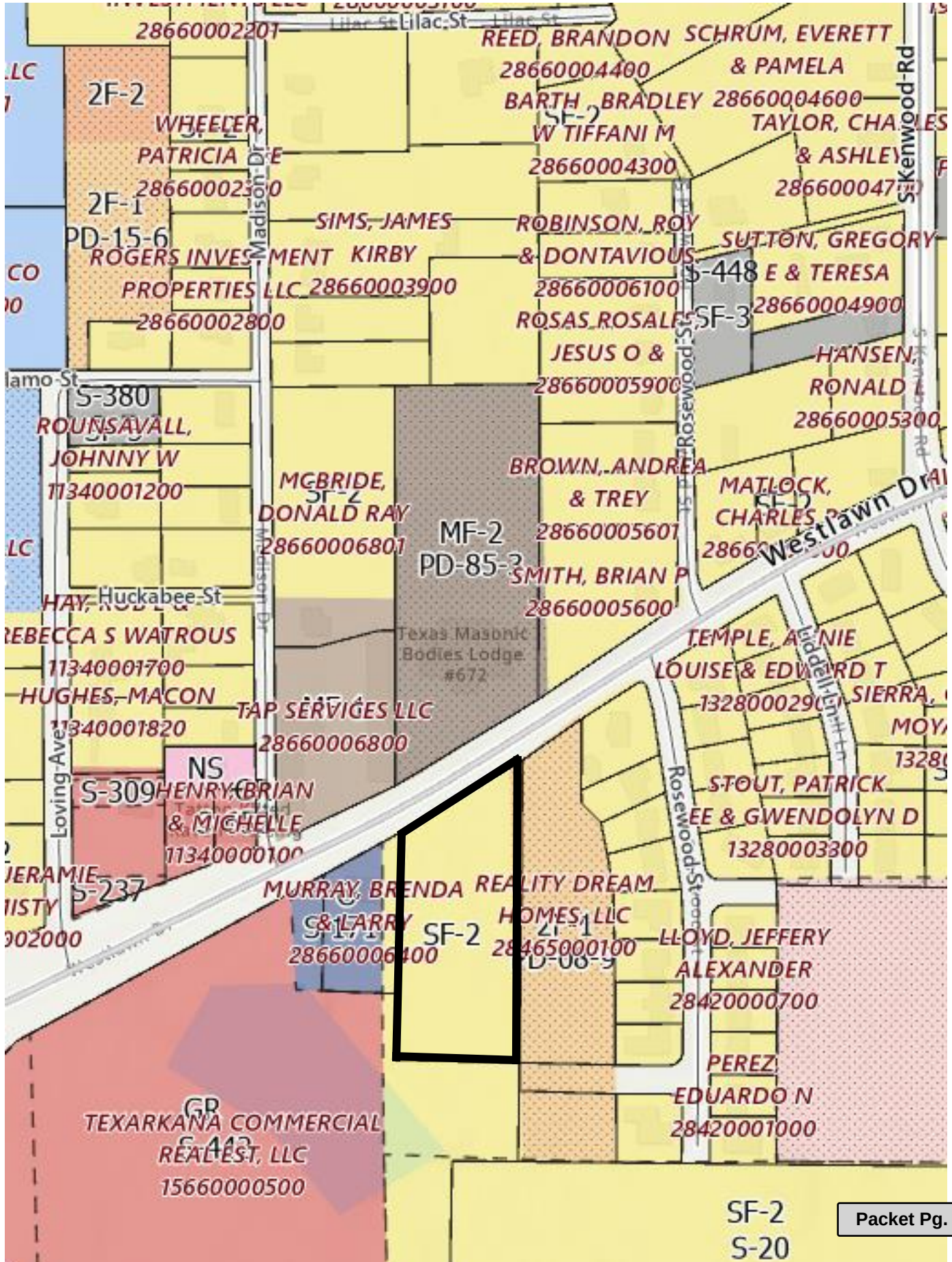
Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, and shortages in area or boundary lines; any encroachments or overlapping of improvements.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

TO HAVE AND TO HOLD the above-described Property, together with all the rights and appurtenances lawfully accompanying the Property, subject to the provisions stated above, to Grantee, Grantee's successors, and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors, and/or assigns to WARRANT AND FOREVER DEFEND all the said Property unto the said Grantee, Grantee's successors, and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

This document was prepared using documents provided by Grantor. Langdon ★Davis Law Offices has not conducted a Title Search on this property and does not warrant clear title.

921 Westlawn Drive



Attachment: 2023-030 ATTH 01 (Maps) (4436 : 2025-030 ORD SF-2 to SF-3 921 Westlawn Drive)

921 Westlawn 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:

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 2/6/2025 3:30 PM

Lead Department: Planning & Zoning Commission **Action Officer:** Laura Puckett, Zoning Administrator

Subject: Ordinance No. 2025-031 granting a Specific Use Permit to allow the location of a double wide HUD code manufactured home on an approximate 2.408-acre tract of land (being Tract 10C), West Texarkana GDN, located at 921 Westlawn Drive (Ward 2). Maria Rodriguez, owner, and Julieta Rosas, agent.

Briefing: 2/10/2025 **Public Hearing:** 3/10/2025 **Council Vote:** 3/10/2025

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 Maria Rodriguez, owner, and Julieta Rosas, agent, for a Specific Use Permit to allow the location of a double wide HUD code manufactured home on an approximate 2.408-acre tract of land (being Tract 10C), West Texarkana GDN, located at 921 Westlawn Drive. This property is zoned Single Family-2 and is currently a vacant lot.

The Future Land Use Map has designated this property as "Regional Commercial".

The adjacent zoning is Office to the west, Two Family-1 to the east, Multiple Family-1 to the north, and Single Family-2 to the south. The adjacent land use is an insurance office west, apartments to the north, and vacant land to the east and 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 2019 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.

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 recommend for approval of this request with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

February 3, 2025

Attachments

- a. 2025-031 ORD SUP for HUD code mnfctrd home 921 Westlawn Drive (DOCX)
- b. 2025-031 EXH 'A' (Legal Description) (PDF)
- c. 2025-031 ATTH 01 (Maps) (PDF)
- d. 2025-031 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed
02/06/2025 8:10 AM			
Public Works Department	Dusty Henslee	Reviewer	Completed
02/06/2025 8:16 AM			
City Manager	Reviewer	Pending	
City Council	Jennifer Evans	Meeting	Pending
6:00 PM			02/10/2025

Meeting History

S-805

ORDINANCE NO. 2025-031

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-805 TO ALLOW THE LOCATION OF A DOUBLE-WIDE HUD CODE MANUFACTURED HOME ON AN APPROXIMATE 2.408-ACRE TRACT OF LAND (BEING TRACT 10C), WEST TEXARKANA GDN, LOCATED AT 921 WESTLAWN 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 the location of a double-wide HUD code manufactured home on **an approximate 2.408-acre tract of land (being tract 10C), West Texarkana GDN (EXH 'A'), located at 921 Westlawn 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 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-805 for the location of a double-wide HUD code manufactured home on an approximate 2.408-acre tract of land (being tract 10C), West Texarkana GDN (EXH 'A'), located at 921 Westlawn Drive**, 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 2019 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 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 March, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GIFT DEED

CC COPY

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BOWIE

THAT I, **ISAIAS ROSAS OLVERA**, owning, claiming and occupying other property as his homestead, with an address of 1001 Ele Street, Texarkana, TX 75501 (hereinafter referred to as "Grantor"), with full intention of conveying the property hereinafter described as a gift, with no reversionary interests whatsoever in favor of Grantor, have GIVEN, GRANTED, and CONVEYED, and by these presents do GIVE, GRANT, and CONVEY to **MARIA G. RODRIGUEZ and wife JOSE' RODRIGUEZ MOYA wife and husband** with an address of 5301 E McKinney Street # 164, Denton TX 76208 hereinafter referred to as "Grantees," the real property ("Property") described as follows:

All that certain tract or parcel of land being 0.905 acres in the THOMAS PRICE HRS., Abstract No. 466, and 1.503 acres in Lot 3 of the M. E. P. & P. Ry. Co. Survey, Abstract No. 435, Bowie County, Texas, and the subject tract of land being all of that certain tract of land lying South of the South right-of-way line of Westlawn Drive as conveyed to Cleo Roberson by Correction Deed recorded in Volume 387, Page 123 of the Deed Records of Bowie County, Texas, and the subject tract of land being more particularly described by metes and bounds as follows:

Beginning at a ¾" iron pin found for corner at the Southeast corner of said Roberson tract, the Point of Beginning being located on the West line of a certain called 2.649 acre tract of land as conveyed to Burks Construction Company, Inc. by Warranty Deed with Vendor's Lien recorded in Volume 5546, Page 131 of the Real Property Records of Bowie County, Texas, the Point of Beginning also being the most Easterly Northeast corner of that certain called 11.550 acre tract of land as conveyed to Ralph A. McDowell by Warranty Deed recorded in Volume 4226, Page 120 of the Real Property Records of Bowie County, Texas;

THENCE: S 87°54'36" W, 233.09 feet with the South line of said Roberson tract and a North line of said McDowell tract to a ½" iron pin set for corner at the Southwest corner of said Roberson tract;

THENCE: N 01°18'38" E, 408.82 feet with the West line of said Roberson tract, with the most Northerly East line of said McDowell tract and on with the East line of a certain tract of land as conveyed to Brenda Murray and Larry Murray by Warranty Deed recorded in Volume 4821, Page 96 of the Real Property Records of Bowie County, Texas, to a ½" iron pin set for corner on the South right-of-way line of Westlawn Drive, said corner being 35.00 feet at right angles from the centerline of same, said right-of-way line being a curve to the left having a radius of 2326.83 feet; THENCE: Northeasterly, with said curve and right-of-way line for a distance of 182.54 feet (chord

Gift Deed – Page/1

Attachment: 2025-031 EXH 'A' (Legal Description) (4437 : 2025-031 ORD SUP for double wide HUD code mnfctrd home 921 Westlawn)

EXH 'A' 2025-031
S-805

is N 57°48'45" E, 182.49 feet), through a central angle of 04°29'41" to a ½" iron pin set for corner at the end of said curve;

THENCE: N 53°33'54" E, 70.22 feet with said South right-of-way line to a ½" iron pin set for corner on the East line of said Roberson tract, said corner also being the Northwest corner of said 2.649 acre tract;

THENCE: S 01°11'50" E, 537.25 feet with the East line of said Roberson tract and the West line of said 2.649 acre tract to the Point of Beginning and containing 2.408 acres of land, more or less.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, and shortages in area or boundary lines; any encroachments or overlapping of improvements.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

TO HAVE AND TO HOLD the above-described Property, together with all the rights and appurtenances lawfully accompanying the Property, subject to the provisions stated above, to Grantee, Grantee's successors, and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors, and/or assigns to WARRANT AND FOREVER DEFEND all the said Property unto the said Grantee, Grantee's successors, and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

This document was prepared using documents provided by Grantor. Langdon ★Davis Law Offices has not conducted a Title Search on this property and does not warrant clear title.

921 Westlawn 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:

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

01/13/25 City Council MOVED FORWARD Next: 02/10/25
Mashell Daniel briefed this agenda item.

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.

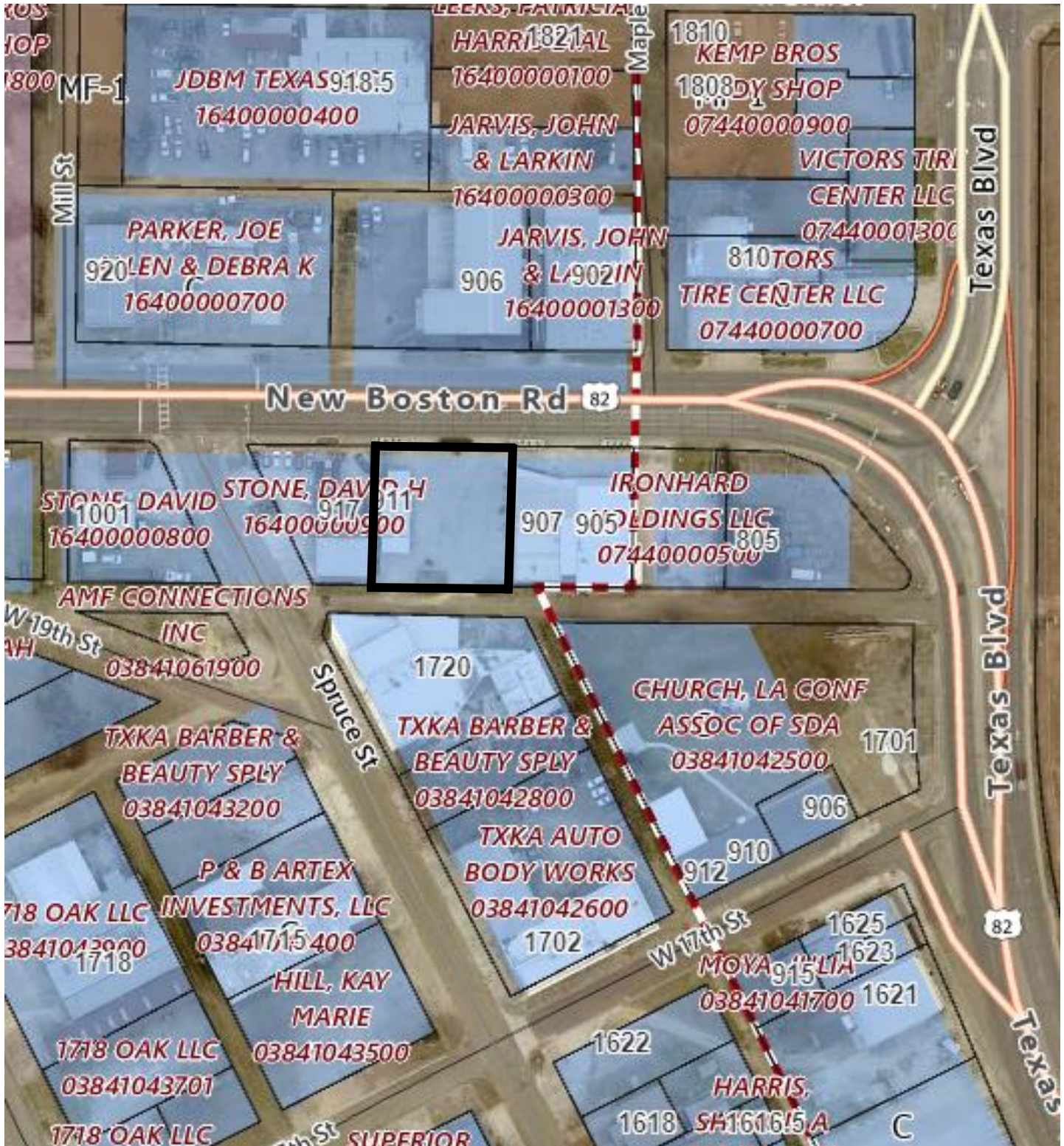
PASSED AND APPROVED in Regular Council Session on this the **10th day of February, 2025.**

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.



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
2:53 PM			01/07/2025
City Council	Jennifer Evans	Meeting	Completed
6:00 PM			01/13/2025

Meeting History

01/13/25 City Council MOVED FORWARD Next: 02/10/25
Mashell Daniel briefed this agenda item.

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.

Attachment: 2025-004 ORD granting SUP for 2415 Texas Blvd. tattooing (4414 : 2025-004 ORD SUP for tattooing 2415 Texas Blvd)

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.

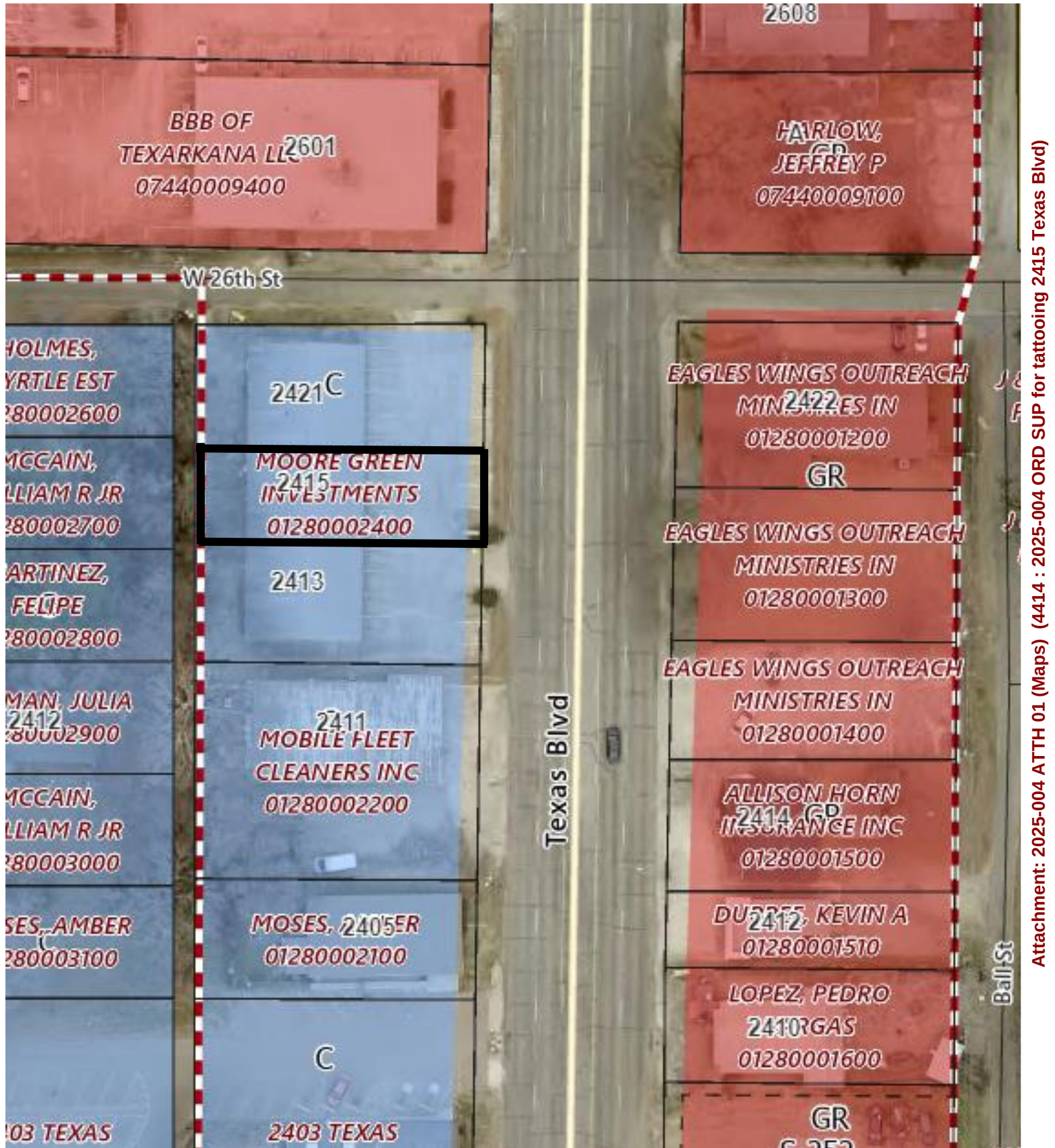
PASSED AND APPROVED in Regular Council Session on this the **10th day of February, 2025.**

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
2:54 PM			01/07/2025
City Council	Jennifer Evans	Meeting	Completed
6:00 PM			01/13/2025

Meeting History

01/13/25 City Council MOVED FORWARD Next: 02/10/25
Mashell Daniel briefed this agenda item.

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)

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

01/13/25 City Council MOVED FORWARD Next: 02/10/25
Mashell Daniel briefed this agenda item.

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

01/13/25 City Council MOVED FORWARD Next: 02/10/25
Mashell Daniel briefed this agenda item.

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.

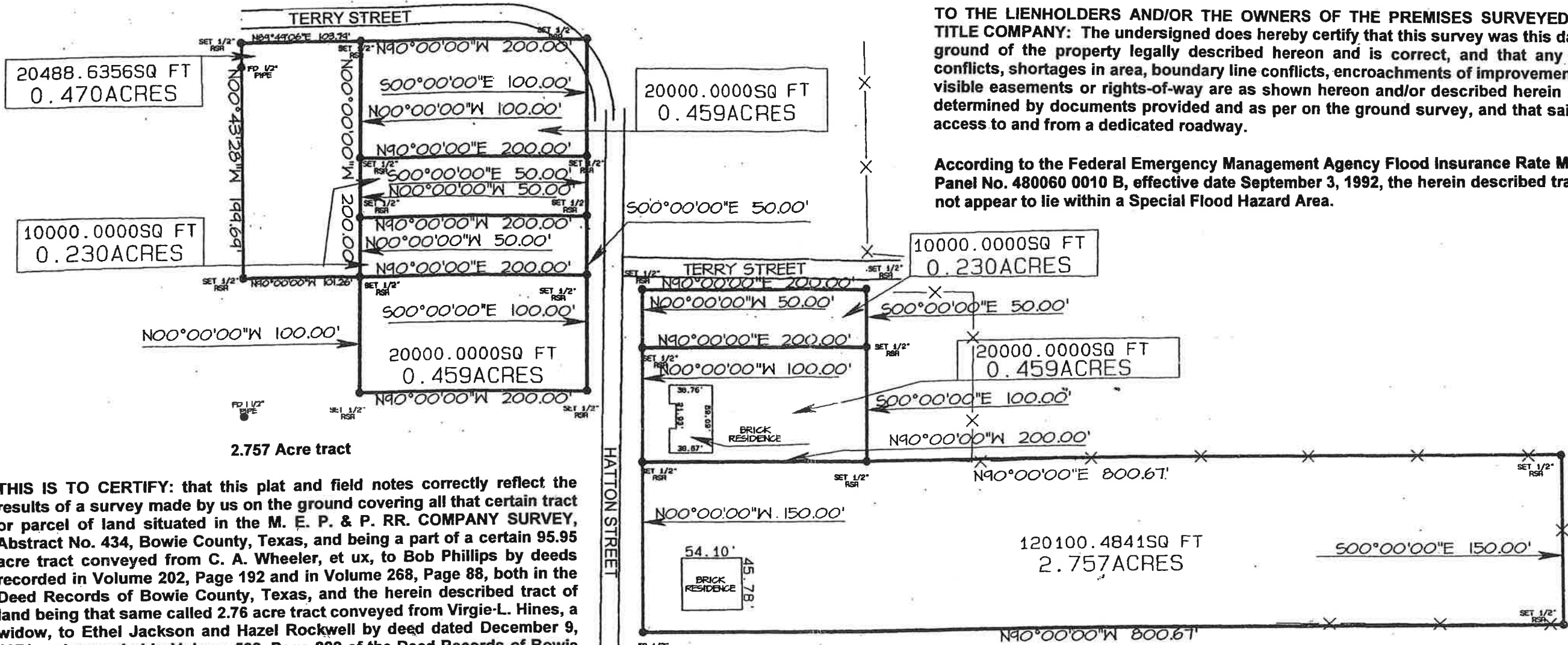
SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval.

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR



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.

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;

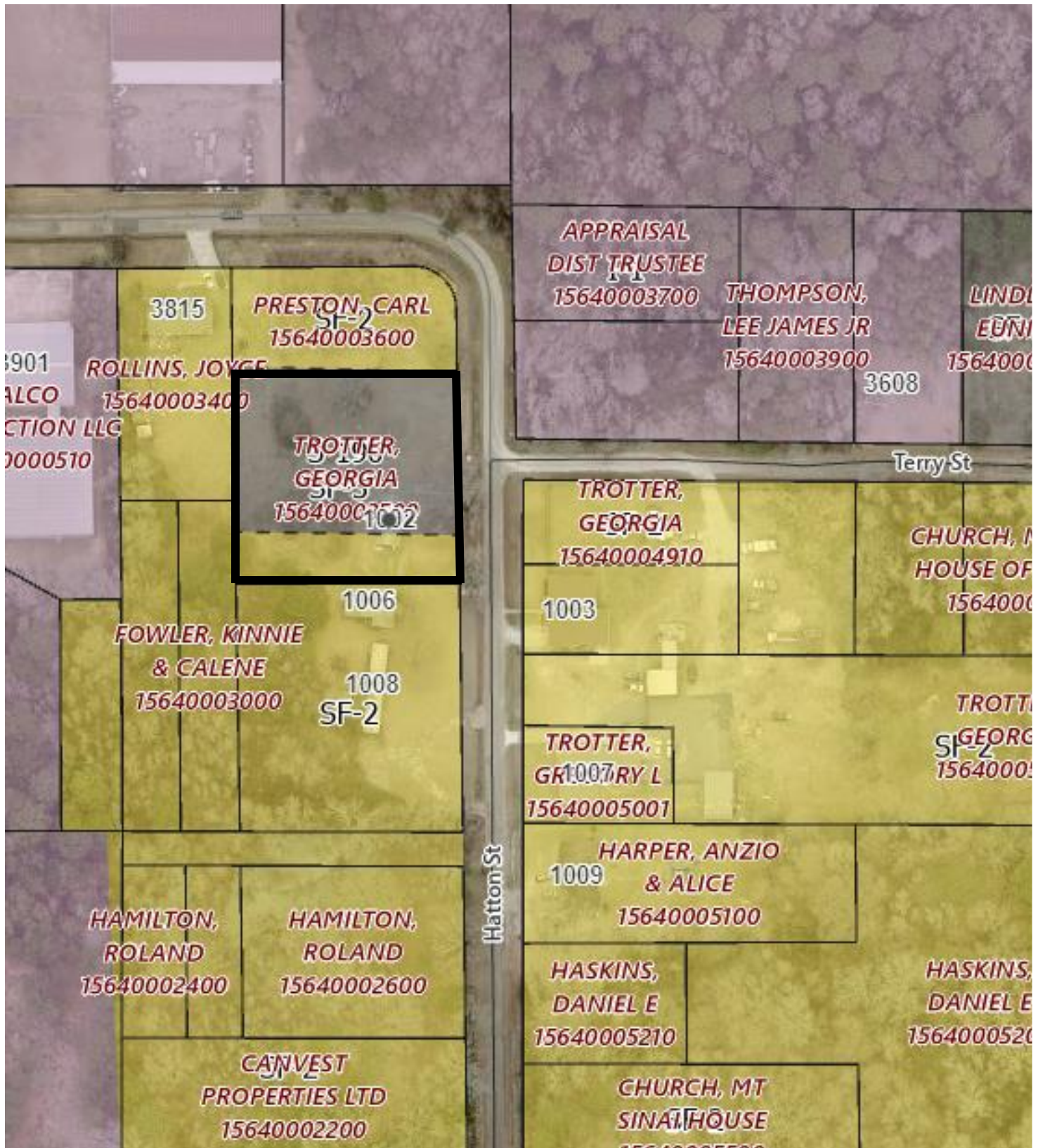


THENCE: S 00° 00' 00" W, 150.00 feet with the East line of said tract recorded in Volume 538, Page 222 of the Deed Records of Bowie County, Texas, and subsequently with the West line Howard Heights Subdivision according to the map or plat thereof recorded in Volume 204, Page 67 of the Plat Records of Bowie County, Texas, to a 1/2 inch reinforcing steel rod set for corner at an existing fence corner at the Southeast corner of said tract recorded in Volume 538, Page 222 of the Deed Records of Bowie County, Texas;

THENCE: S 90° 00' 00" W, 800.67 feet with the South line of said tract recorded in Volume 538, Page 222 of the Deed Records of Bowie County, Texas with the North line of a certain tract conveyed to G. R. Jefferson by deed recorded in Volume 377, Page 358 of the Deed Records of Bowie County, Texas, and subsequently with the North line of a certain tract conveyed to Daniel E. Haskins by deed recorded in Volume 294, Page 175 of the Deed Records of Bowie County, Texas, and subsequently with the North line of said Cherrece and Carl Jackson tract to the POINT OF BEGINNING and containing 2.757 acres of land, more or less.

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)

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: 1/7/2025 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

01/13/25 City Council MOVED FORWARD Next: 02/10/25
Mashell Daniel briefed this agenda item.

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

Briefing Sheet

Version:

Update Date: 2/4/2025 4:55 PM

Lead Department: Planning and Community Development **Action Officer:** Vashil Fernandez, PCD Director
Subject: Resolution No. 2025-024 authorizing support for a Texas Department of Housing and Community Affairs (TDHCA) housing tax credit development application for "Landmark On Pine" located at 301-319 Pine Street for senior housing.

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:

.

Executive Summary and Background Information:

The City of Texarkana, Texas, has received requests for resolutions of support the OPG Pine Partners, LLC application for the 2025 Housing Tax Credit Program and possibly the Multifamily Direct Loan Program with the Texas Department of Housing and Community Affairs (TDHCA). The proposed development:

Landmark on Pine located at 301-319 Pine Street

This is situated within a designated concerted revitalization area, in Downtown Texarkana and this project actively contributes to the City's concerted revitalization efforts in the Downtown area, as outlined in the Renew Texarkana Comprehensive Plan for Tomorrow, which was adopted in 2018. The proposed development will be the adaptive reuse of an existing historic structure and will be an apartment complex that will serve senior household. The development will be a mixed income property with both affordable and market rate units available. The total unit count is estimated to be approximately 40 units and will be finalized as part of the design process.

This application to TDHCA is expected to be submitted on February 28, 2025.

Potential Options:

- Approve
- Deny

Fiscal Implications:

None

Staff Recommendation:

City of Texarkana, Texas

The proposed Housing Tax Credit Application is located within the City's designated revitalization areas. As a result, staff recommend issuing a resolution of support for this application.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2025-024 RES Support for Landmark on Pine (DOCX)
- b. 2025-024 ATTH 01 Landmark on Pine - 20250128 (PDF)
- c. 2025-024 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	Vashil Fernandez	Department Head Review
Completed	02/04/2025 4:56 PM	
City Manager	David Orr	City Manager Review Completed
5:28 PM		02/04/2025
City Council	Jennifer Evans	Meeting
6:00 PM		Pending
		02/10/2025

Meeting History

RESOLUTION NO. 2025-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, SUPPORTING THE SUBMISSION OF AN APPLICATION FROM OPG PINE PARTNERS, LLC TO THE 2025 LOW INCOME HOUSING TAX CREDIT PROGRAM FUNDS FOR “LANDMARK ON PINE” LOCATED AT 301-319 PINE STREET; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS OPG Pine Partners, LLC has proposed a development for affordable rental housing at the southwest corner of West 4th Street and Pine Street named “Landmark on Pine” at 301-319 Pine Street, in the City of Texarkana, Texas; and

WHEREAS, there is a need for affordable housing for the City of Texarkana citizens of modest means; and

WHEREAS, OPG Pine Partners, LLC intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2025 Low Income Housing Tax Credit Program funds for “Landmark on Pine”; and

WHEREAS, there is a requirement for a de minimus commitment of development funding by the local political subdivision; and

WHEREAS, as provided for in 10 TAC §11.3(c), it is expressly acknowledged and confirmed that Texarkana has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds; and

WHEREAS provided for in 10 TAC §11.3(e) and §11.4(c)(1), it is hereby acknowledged that the proposed Adaptive Reuse Development is located in a census tract that has more than 20% Housing Tax Credit Units per total households; and

WHEREAS as provided for in 10 TAC §11.101(a)(3) of the Qualified Allocation Plan, it is hereby acknowledged that the proposed Development is located in a census tract that has a poverty rate above 40% for individuals.

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

SECTION 1. This resolution affirms the City of Texarkana, Texas’ support for the OPG Pine Partners, LLC development.

SECTION 2. This resolution hereby confirms that its governing body has no objection to the Application, pursuant to 10 TAC §11.3(e) and §11.4(c)(1) of the Qualified Allocation Plan.

SECTION 3. This resolution hereby confirms that its governing body has voted specifically to approve the construction of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4), and hereby authorizes the Development to move forward, and affirms that the city will provide a fee waiver for a building permit, for the benefit of the development in the amount of \$500; as well as, the historic properties tax incentive outlined in Ordinance 2024-002, page 14, section 145-9.

SECTION 4. For and on behalf of the governing body, Bob Bruggeman, Mayor, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

SECTION 5. 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 **10th day of February, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR



LANDMARK ON PINE

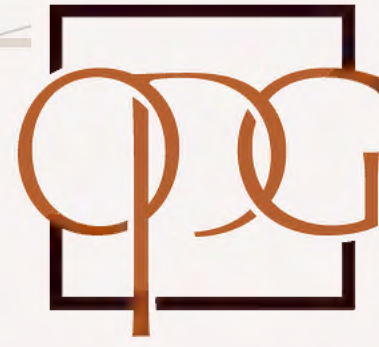
301-319 Pine St.



2024



2027



PART 1

OVERLAND PROPERTY GROUP



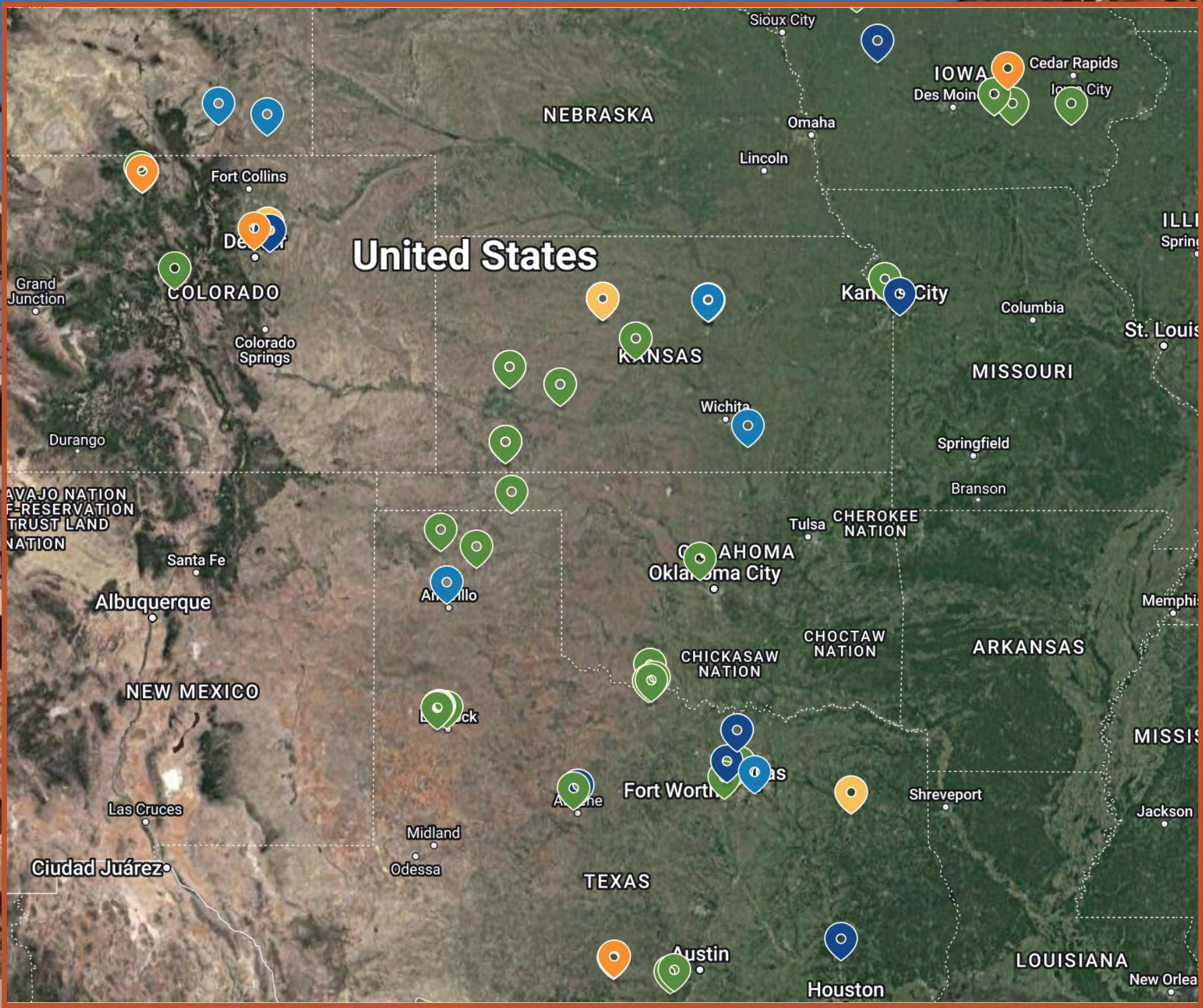


OVERLAND

PROPERTY GROUP

Since OPG was founded, we’ve always had a long-term perspective on what we build and how we approach relationships. As the owners of our communities, developing quality benefits us as much as the residents who live in our communities: quality building practices deliver places to live that last. This comes through to our residents, who understand that thoughtful design and quality construction is a reflection of our respect for them.

DEVELOPED IN TEXAS	TOTAL DEVELOPED
27+	76+



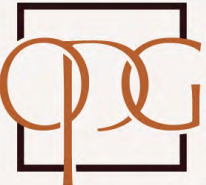
ABOUT US

OVERLAND PROPERTY GROUP (OPG) WAS FOUNDED IN 2002, WITH OFFICES IN: Salina, KS Leawood, KS Denver, CO



Overland Property Group, (OPG), has developed over \$850 million in multi-family and senior living communities since 2002. OPG has not only become one of the fastest growing owner/developers in a six state region, but has also established a reputation as one of the most dynamic and innovative developers of independent senior living communities in the country.

Through extensive experience, OPG has built and a maintained strong relationships with lenders, contractors, architects, engineers, and a number of other vendors that have allowed OPG to streamline the overall development process allowing for significant economies of scale. As a result, OPG has been able to market a highly sustainable model with an estimated site acquisition to construction completion period.



AWARDS

2021

Kansas Preservation Alliance Award Winner, Lee Lofts

Charles L. Edson Tax Credit Excellence Award Winner - Historic Preservation, Landmark at Lamar

2020

Best Historic Rehab Finalist Texas Downtown Association, Landmark at Lamar

2018

Colorado Housing Eagle Award - People's Choice, The Reserves at Steamboat Springs

Ad Astra Award - New Housing Development, The Reserves at Trail Ridge

2016

Top 50 Affordable Housing Developers - Affordable Housing Finance

Historic Preservation Governor's Award, Tabor Grand Hotel Apartments

Affordable Housing Finance - Reader's Choice Finalist, Tabor Grand Hotel Apartments

2014

Ad Astra Award - Innovation in Housing & Community Development, The Reserves at Cimarron Valley

2010

Ad Astra Award - Special Achievement in Affordable Housing Development - Rural

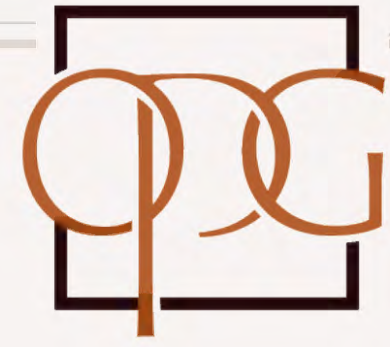
2009

Ad Astra Award - Special Achievement in Affordable Housing Development - Urban

2008

Ad Astra Award - Special Achievement in Affordable Housing Development - Urban





PART 2

OUR PROPERTIES



Anglers 400
Steamboat Springs, CO



The Reserves at Green Valley Ranch
Denver, CO



Landmark at Lamar
Wichita Falls, TX



Clifton Riverside
Fort Worth, TX

The Reserves at Holdsworth
Kerrville, TX



The Residence at Ridgehill
Kerrville, TX



Landmark at Abilene
Abilene, TX



The Reserves at Preston Trails
Wolfforth, TX





PART 3

LANDMARK ON PINE

301- 319 CYPRESS ST.

Originally known over the years as the O'Dwyer Department Store, then Sears Roebuck, as well as the adjoined Texarkana Gazette building, Overland Property Group (OPG) is excited for the opportunity to bring new life back to one of Texarkana's many architectural showpieces, preserving and protecting these buildings for decades to come on the National Register of Historic Places.

Landmark on Pine would be an opportunity to aid in Texarkana's Downtown revitalization efforts and dedication to historic preservation.

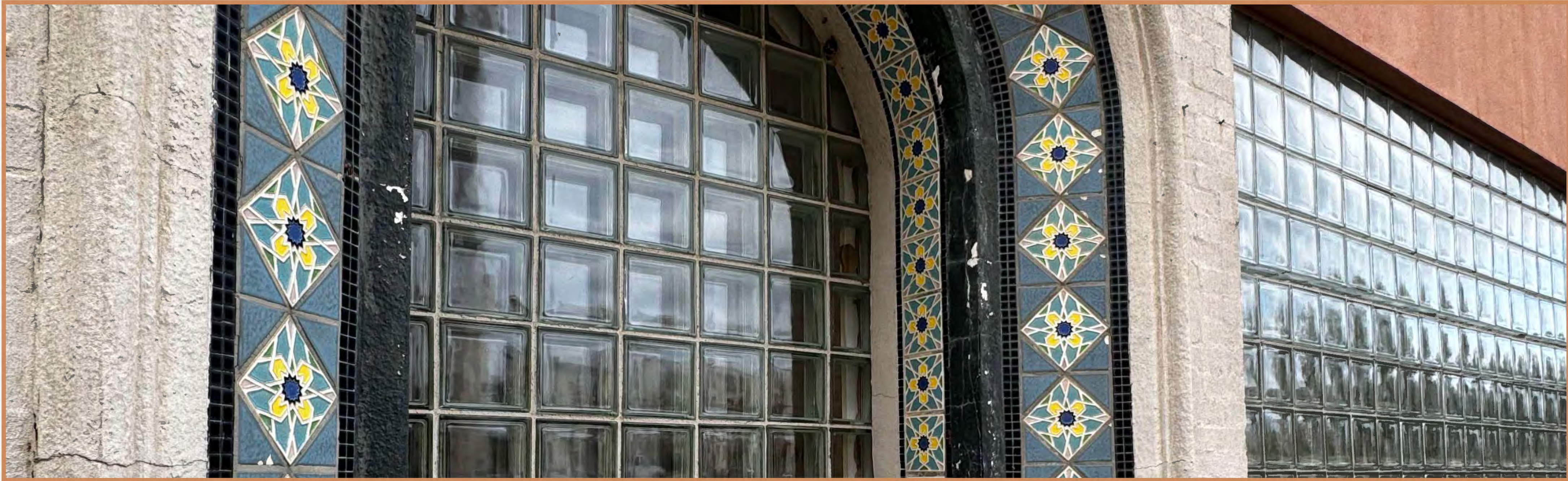


LOCATION



Designation	Acres	Residential Units	Zoning
Senior, 55+	1.22 (approx.)	38	CB - Central Business District

UNIT MIX & RENTS



BEDROOMS	UNIT COUNT
1 BR	26
2 BR	12
TOTAL	38

AMI	UNIT COUNT	RENTS
30%	4	\$425 - \$550
50%	8	\$705 - \$845
60%	24	\$845 - \$1,015
MR	2	\$900 - \$1,100

COMMUNITY IMPACT!

The former Sears & Gazette buildings cover the full west side frontage of Pine St., between W 3rd & W 4th St., making the impact of the proposed historic rehabilitations significant to both Pine St. and the half block it occupies. Additionally, the parking lot behind the Gazette building will be fully resurfaced and striped, creating a strong visual impact to both Main St. and W 4th St.

With the rehabilitation of these two buildings, both will receive a place on the National Register of Historic Places, preserving and protecting these buildings for decades to come, while also highlighting the historic architecture unique to Downtown Texarkana.

By recycling Texarkana’s pre-existing architecture, we are not only providing affordable homes to Texarkana residents, but we are also contributing to Texarkana’s Downtown revitalization efforts and preserving history.

RENOVATION INVESTMENT
\$7,600,000
TOTAL INVESTMENT IN DOWNTOWN TEXARKANA
\$12,550,000

TIMELINE

MILESTONES
TDHCA Application Deadline
2/28/2025
Award Notification
7/31/2025
NPS Historic Plans Approval (approx.)
3/1/2026
Financial Closing (approx.)
4/1/2026
Construction Commencement (approx.)
4/1/2026
Construction Completion (approx.)
6/1/2026

OUR QUALIFICATIONS

OPG is uniquely positioned for successful historic preservation work due to our expertise in layering housing tax credits and state and federal historic tax credits. By layering tax credits and conventional debt, we are able to fund these rehabilitations, which often come with a slew of specific expenses, related but not limited to environmental abatement, structural reinforcement, consultants and accounts specializing in historic tax credits, and materials and labor required for restoration.

Working with a dedicated team of preservation experts, we've been able to successfully rehabilitate 7 historic buildings, now with permanent homes on the National Register of Historic Places, with 1 currently under construction.



LETTERS OF RECOMMENDATION

CITY MANAGER - LEE LOFTS I & II, SALINA, KS

PLANNING DIRECTOR - LANDMARK ON LAMAR, WICHITA FALLS, TX

CITY MANAGER - STONEPOST LOFTS, HAYS, KS

IN THE NEWS

Lee Lofts Looking Good

Living in Lee Lofts: Turning a historic property into something new

Proven need for workforce housing; renovated school fills immediately

Landmark 301 debuts new apartments at renovated Montgomery County Hospital

2016 Governor's Award for Historic Preservation: Tabor Grand Hotel



PART 3

OUR DEDICATION TO HISTORIC PRESERVATION

TABOR GRAND	LEADVILLE, COLORADO
LANDMARK AT LAMAR	WICHITA FALLS, TEXAS
LEE HARDWARE LOFTS	SALINA, KANSAS
LEE HARDWARE LOFTS II	SALINA, KANSAS
STONEPOST LOFTS	HAYS, KANSAS
LANDMARK AT ABILENE	ABILENE, TEXAS
LANDMARK 301	CONROE, TEXAS
ROOSEVELT LOFTS	SAN ANGELO, TEXAS





LEE LOFTS
SALINA, KS

- ▶ Kansas Preservation Alliance Award Winner



LANDMARK AT LAMAR
WICHITA FALLS, TX

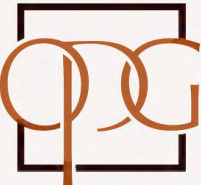
- ▶ Charles L. Edson Historic Preservation Award Winner
- ▶ Texas Downtown Association - Best Historic Rehab Finalist

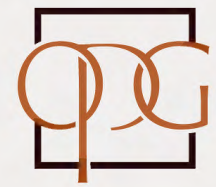


TABOR GRAND HOTEL
LEADVILLE, CO

- ▶ Governor's Historic Preservation Award Winner

OUR AWARDS FOR EXCELLENCE IN PRESERVATION





LANDMARK AT ABILENE

ABILENE, TX

PAST & PRESENT

The Travis School was built in 1921 with additions in 1927 & 1958, and was designed by prominent Abilene architects, David S. Castle, Sr. (1921 & 1927 construction) and the firm Wheeler & Pope (1958 addition).

Since being decommissioned by the Abilene school district the building has been vacant for over 40 years until in 2021 when OPG purchased the school and the extensive historic renovation started with construction completing and opening to residents Nov 2024 as Landmark at Abilene.

PROJECTED COMPLETION	DEMOGRAPHIC	UNIT COUNT
2025	Senior	29



BEFORE



Attachment: 2025-024 ATTH 01 Landmark on Pine - 20250128 (4432 : 2025-024 RES Support for TDHCA Housing Tax Credit Development Application - Landmark on Pine)



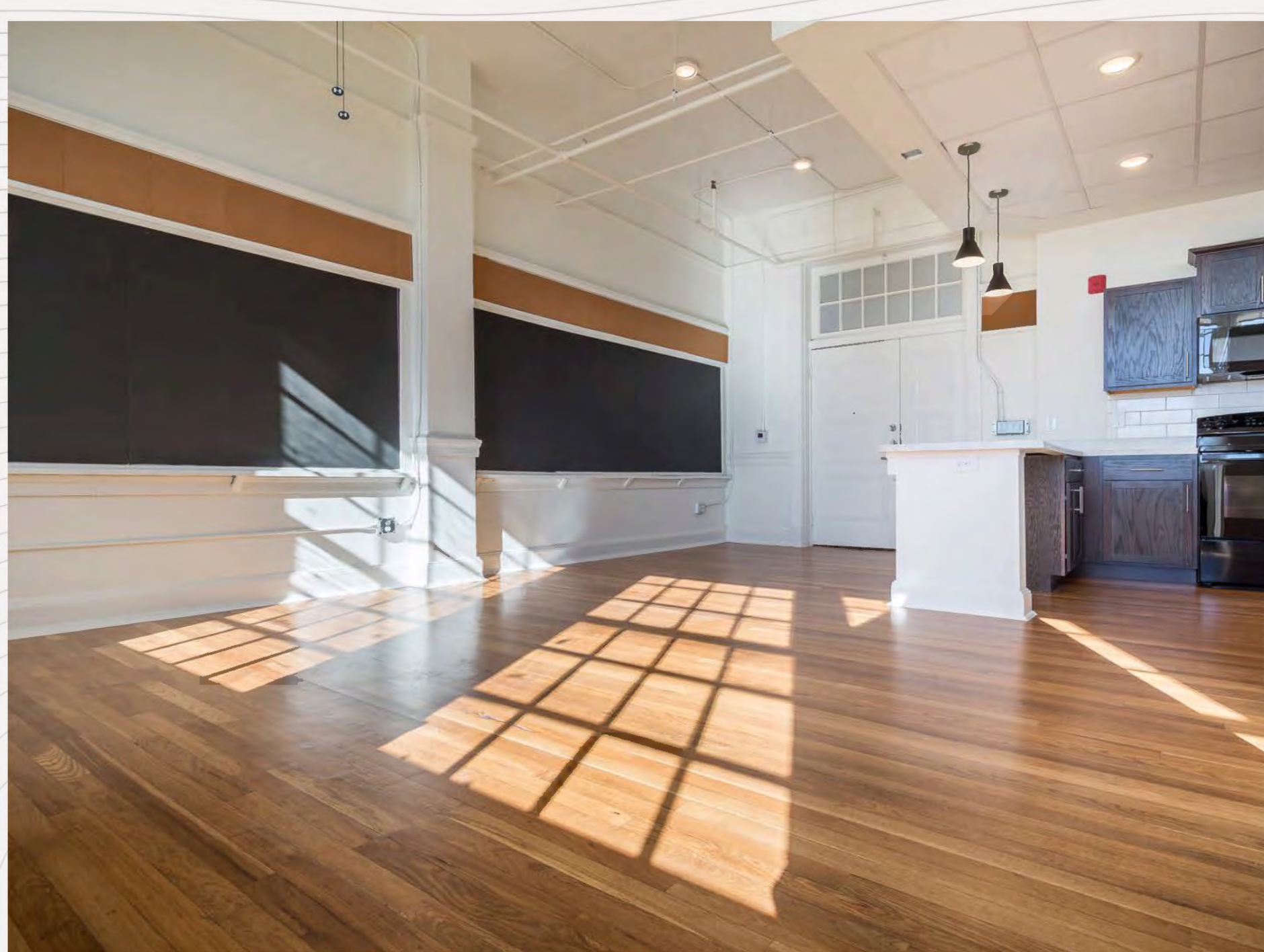
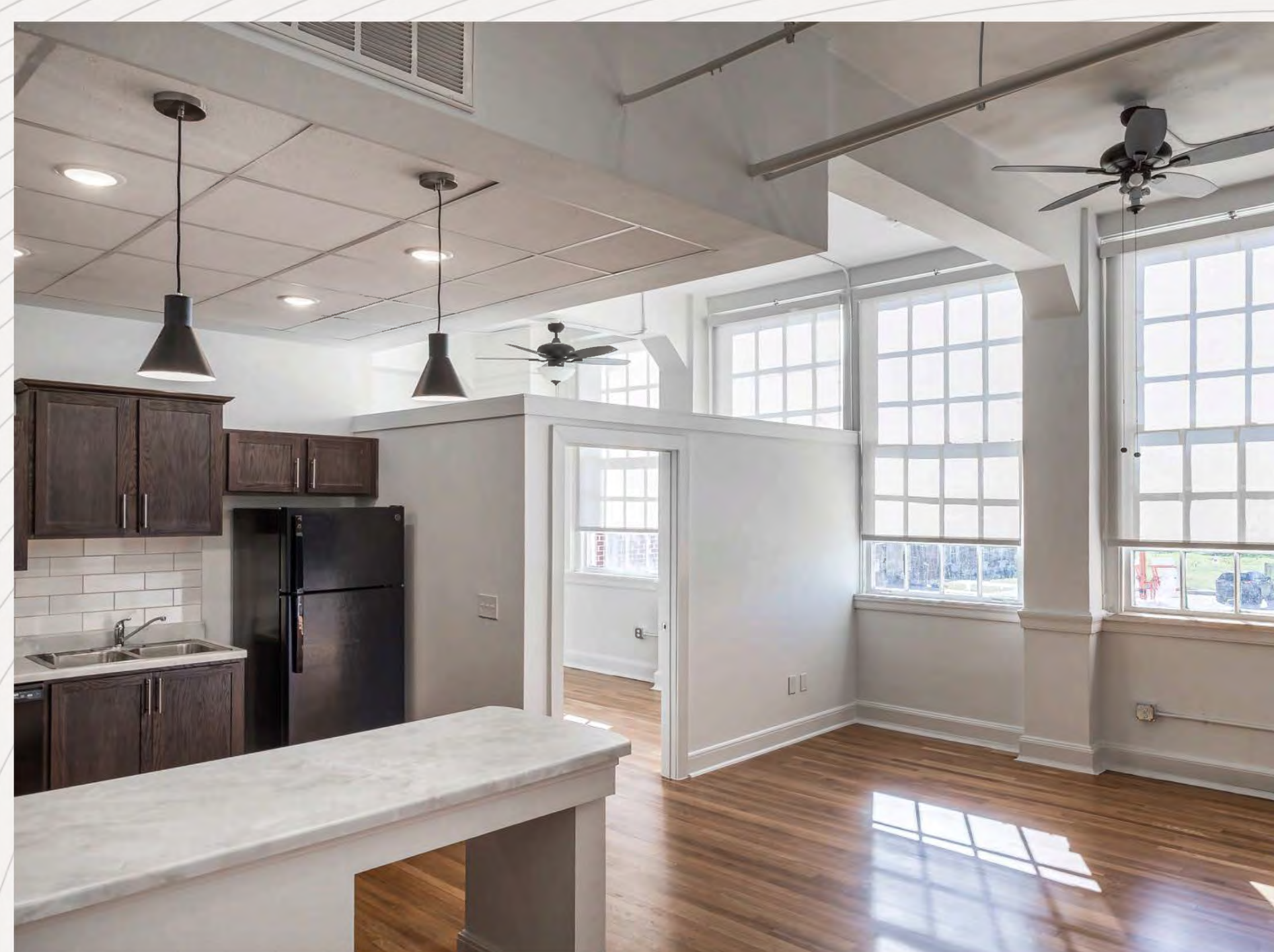
2025-024 ATTH 01

10.7.b



AFTER





AFTER





BEFORE



AFTER



BEFORE



AFTER



BEFORE

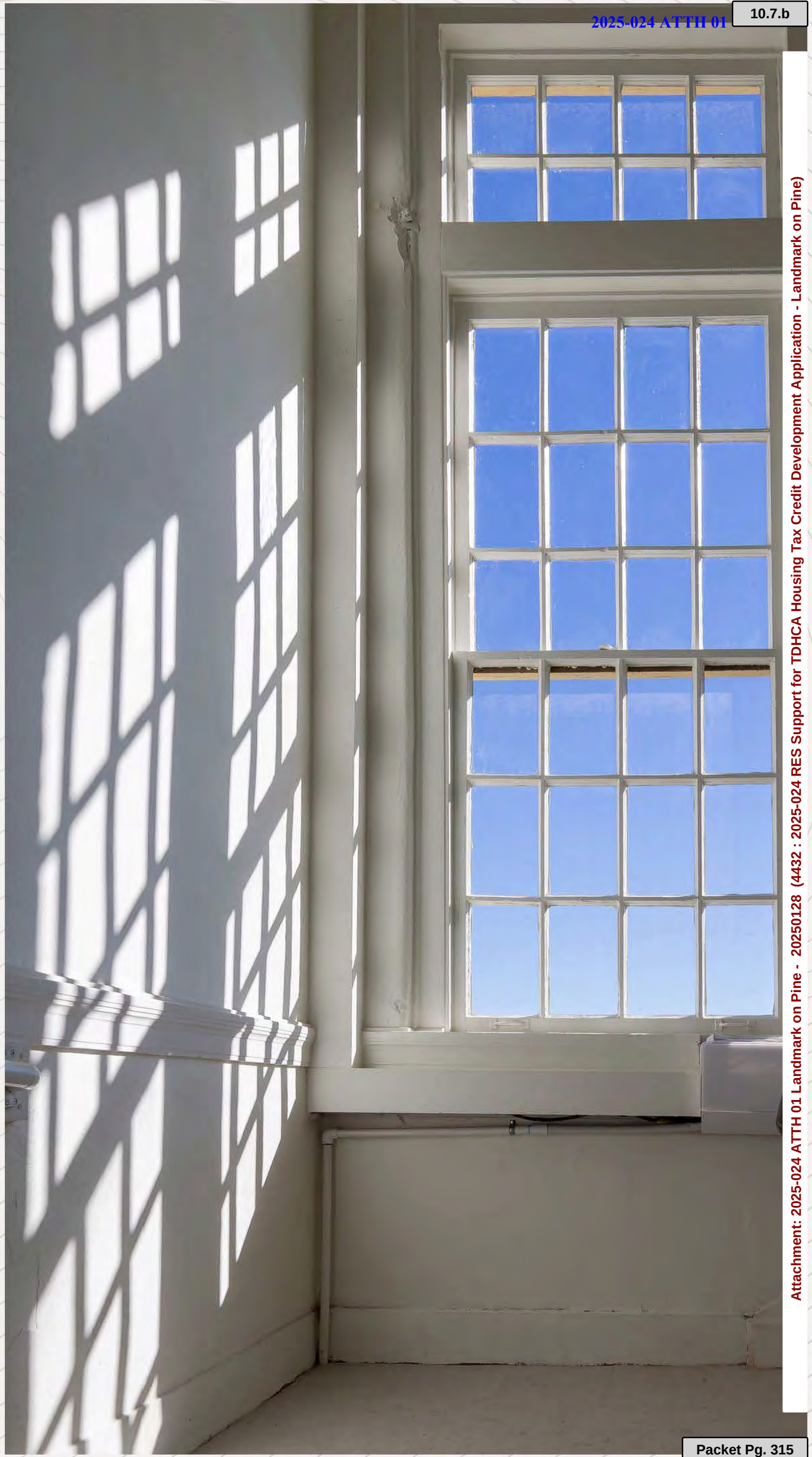
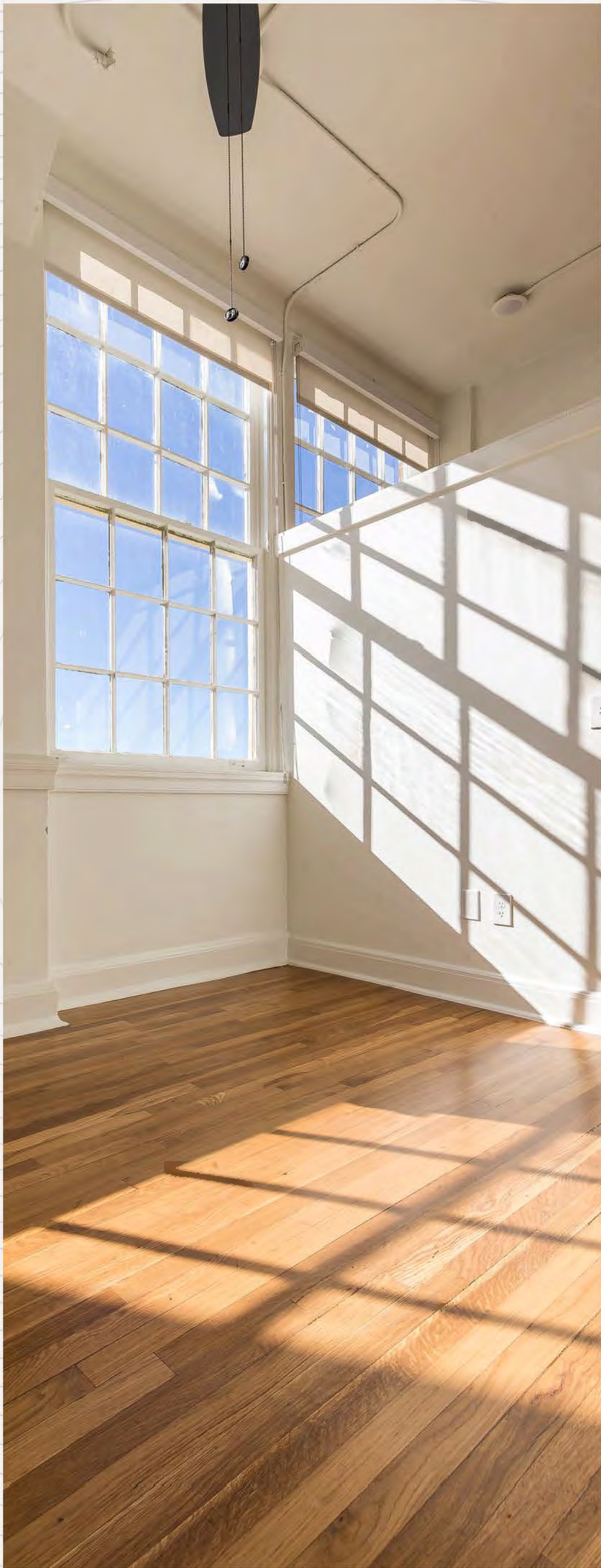


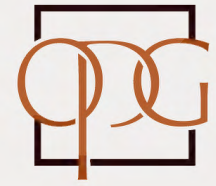
AFTER





AFTER





TABOR GRAND HOTEL APARTMENTS

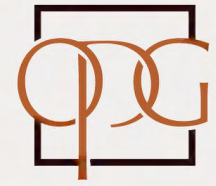
LEADVILLE, CO

AWARD WINNING

- ▶ 2016 14th Annual Governor’s Award for Historic Preservation Recipient
- ▶ 2015 Affordable Housing Magazine People’s Choice Awards Finalist



HISTORIC REHABILITATED IN:	DEMOGRAPHIC	UNIT COUNT
2015	Family	37



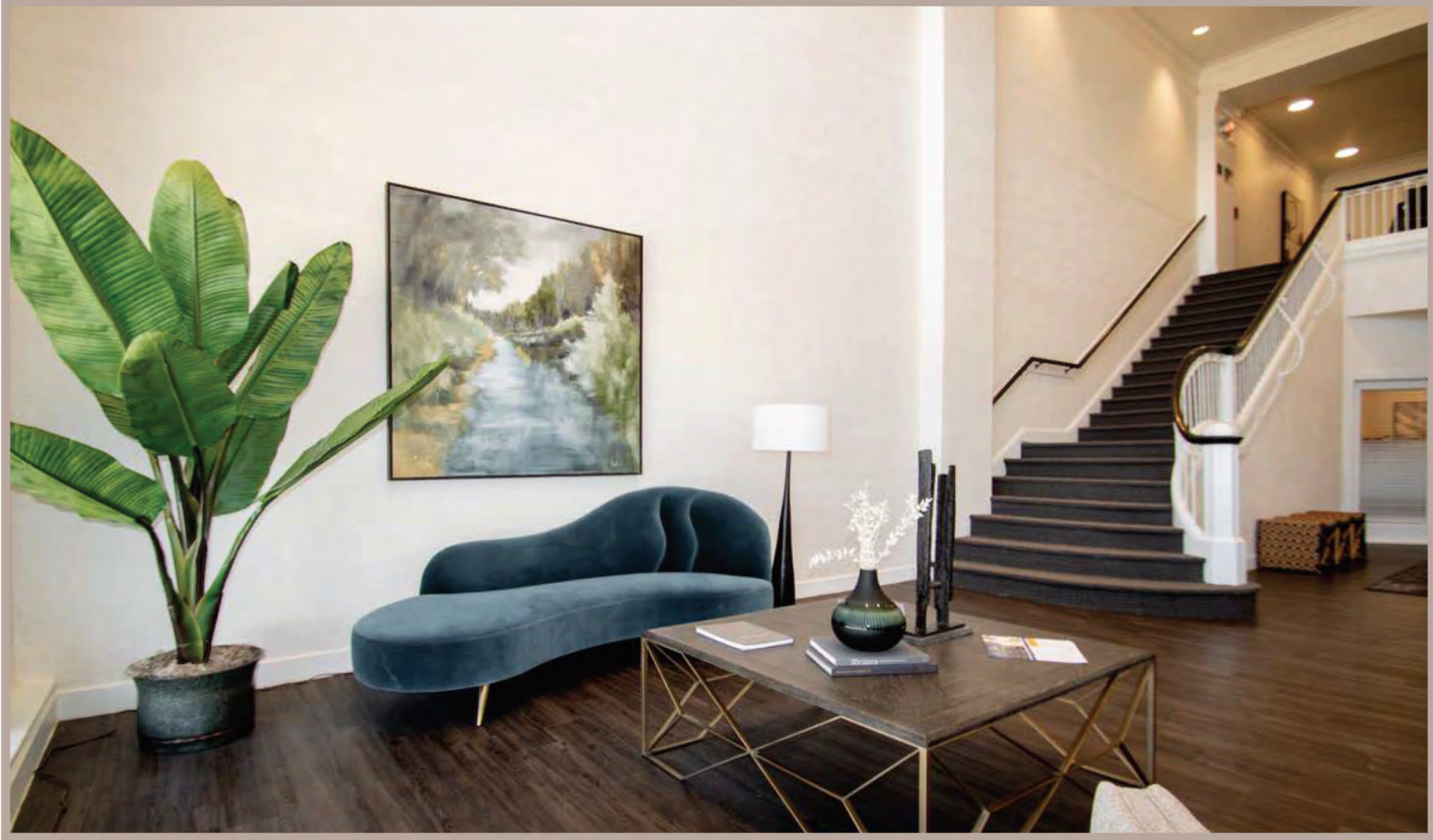
LANDMARK AT LAMAR

WICHITA FALLS, TX

AWARD WINNING

- ▶ 2021 Charles L. Edson National Award Winner for Excellence in Historic Preservation
- ▶ 2021 TX Downtown Association Best Renovation / Rehab / Renovation finalist

REHABILITATED IN:	DEMOGRAPHIC	UNIT COUNT
2019	Senior	30





H.D. LEE MERCANTILE LOFTS & LEE HARDWARE LOFTS

SALINA, KS

AWARD WINNING

- ▶ 2021 Kansas Preservation Alliance Honor with Distinction Award Recipient



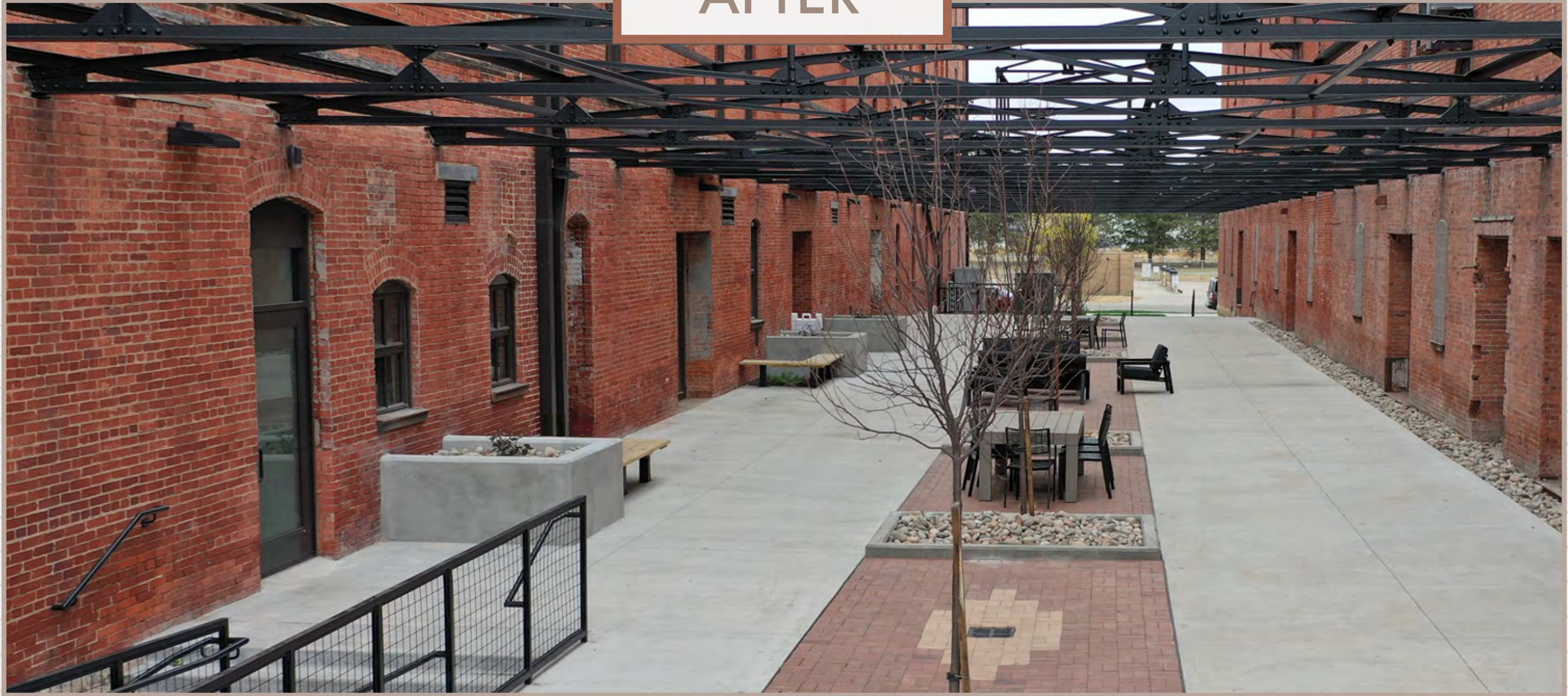
REHABILITATED IN:	DEMOGRAPHIC	UNIT COUNT
2020 & 2023	Family	103



BEFORE



AFTER





STONEPOST LOFTS

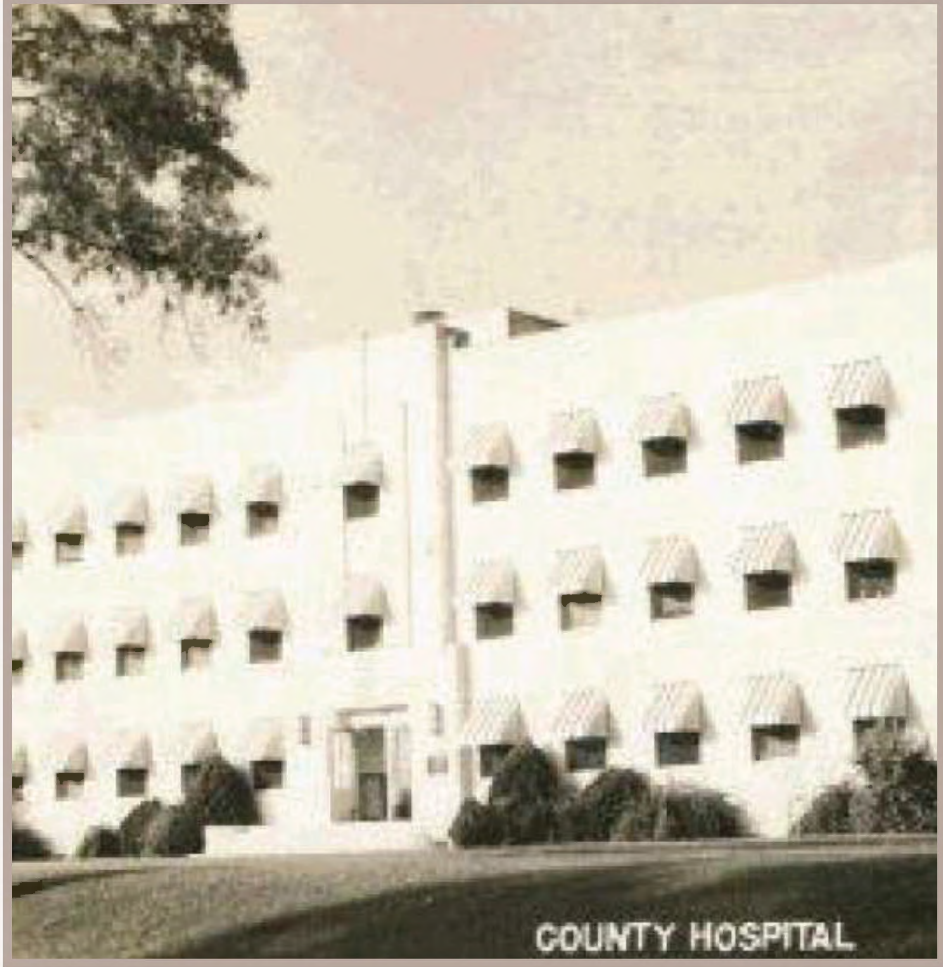
HAYS, KS

HISTORY

Originally known as Washington Elementary School, this building was constructed in the Tudor Revival style in 1926 with additions in 1931 & 1951. This schoolhouse was originally designed by local architects Mann & Co., who have been active in the region since 1911.

After being decommissioned by the school district and at the encouragement of Hays City Council to keep the building in downtown Hays from becoming vacant, Overland Property Group purchased the building from the district and started the intensive historic renovation converting the building to loft style apartments in 2021.

PROJECTED COMPLETION	DEMOGRAPHIC	UNIT COUNT
2022	Family	18



LANDMARK 301

CONROE, TX

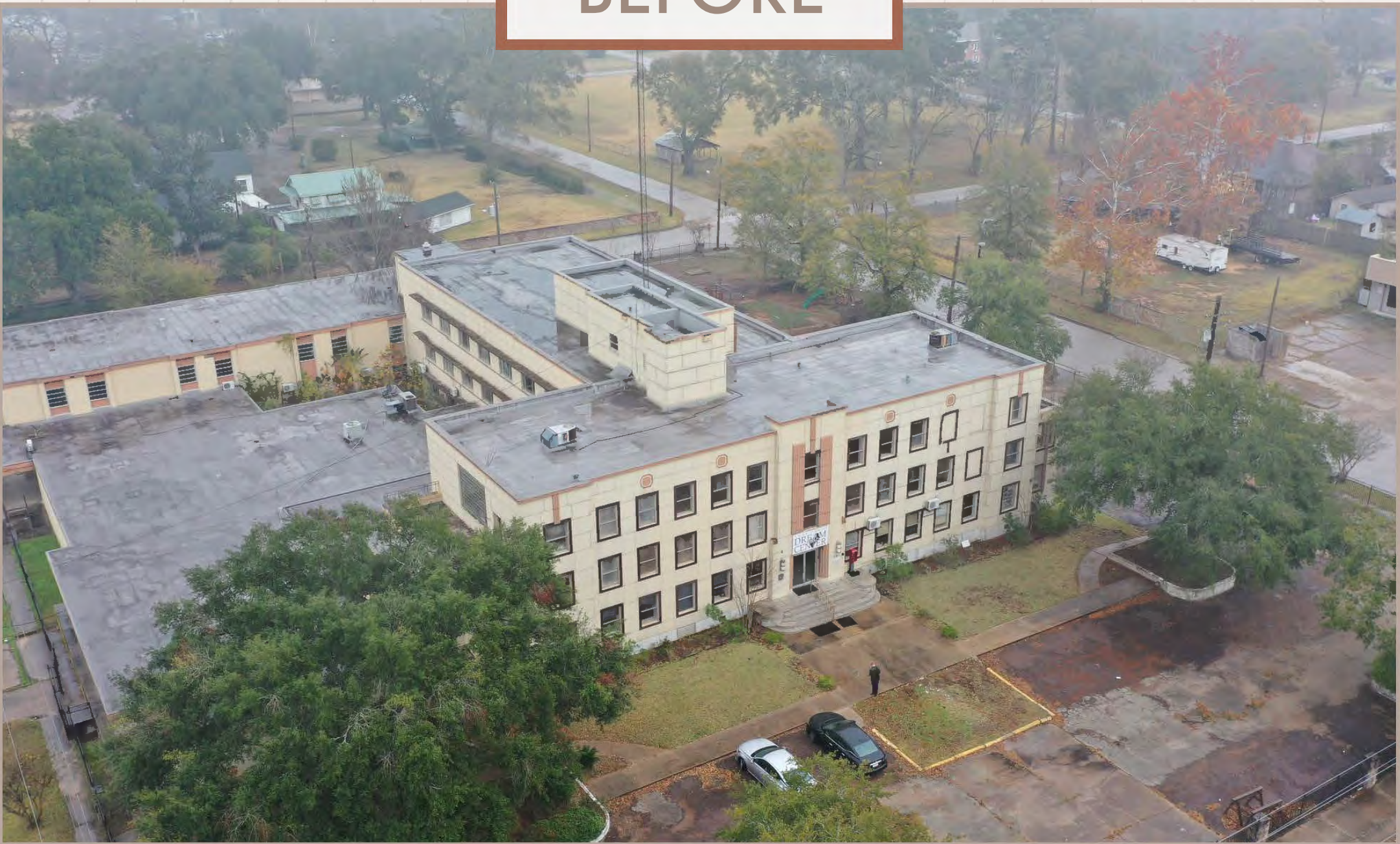
HISTORY

The first phase of the former Montgomery County Hospital was designed by Texas architect Wyatt Hedrick of the firm Hedrick & Lindsley in the Moderne Style in 1938, with additions added in 1953 and 1967. While the age of the former hospital is significant, Wyatt Hedrick’s involvement makes this a notable piece of Texas’s architectural history. After the hospital was closed it fell into major disrepair and was vacant for many years until in 2022 when OPG purchased the building and started the massive clean up and historic renovation efforts. After the extensive renovation the community opened in 2024 as Landmark 301.

PROJECTED COMPLETION	DEMOGRAPHIC	UNIT COUNT
2024	Senior	47



BEFORE



AFTER



BEFORE



AFTER





LANDMARK 301

CONROE, TX

Today, the historic Montgomery County Hospital sits proudly on the city block it occupies, known by its new name Landmark 301. Landmark 301 not only has contributed to the history of Conroe and the vitality to its neighborhood, but also provides 47 units to residents in need of quality, affordable housing.

PROJECTED COMPLETION	DEMOGRAPHIC	UNIT COUNT
2024	Senior	47



OVERLAND

PROPERTY GROUP



HEADQUARTERS

SALINA OFFICE

254 N Santa Fe Ave, Suite A
Salina, Kansas 67401
(785) 371-1663



KC OFFICE

5345 W. 151st Terrace
Leawood, Kansas 66224
(913) 396-6310



DENVER OFFICE

1732 Wazee Street, Suite 202
Denver, Colorado 80202
(303) 392-8850

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
X	None Required	☐	

Other: