CITY OF TEXARKANA

CITY COUNCIL

AGENDA ● APRIL 14, 2025

Council Chambers | **Regular Meeting** | **6:00 PM**

220 TEXAS BLVD., TEXARKANA, TX 75501

Mayor

Bob Bruggeman

Ward 1	Ward 3	Ward 5
Jean H. Matlock	Steve Thompson	Cole Meador
Ward 2	**Ward 4**	**Ward 6**
Mary Hart	Christie Page	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 MARY HART

III. SAFE DIGGING MONTH PROCLAMATION

Safe Digging Month - April 2025

IV. TEXARKANA YOUTH ADVISORY COUNCIL (TYAC) UPDATE

V. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings
Monday, May 12, 2025 at 6:00 p.m.
Monday, June 09, 2025 at 6:00 p.m.

Parks & Recreation Activities

Apr 19th - 20th	NCS Softball Tournament	Wallace Park
Apr 26th - 27th	BATT Wood Bat Tournament	Wallace Park
Apr 26th	Soccer Complex Grand Opening	Wallace Park
Apr 26th	CASA 5K Run	Spring Lake Park
May 3rd	Twice as Fine Wine Fest	Spring Lake Park
May 3rd	Walk for Life	Spring Lake Park
May 10th	USSSA Baseball Tournament	Spring Lake Park

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

Perot Theatre - Upcoming Shows

The Young Audience Theater presents: **Pedal Punk,** a cirque mechanic cycle-themed steampunk show, on April 17th at 7:00 pm.

The Texarkana Symphony Orchestra presents: **Laskarov, a violinist, and Saint-Saens** on April 26th at 7:00 pm.

Outback presents: **Jeremy Camp, a Christian vocalist and guitarist,** on May 3rd at 7:00 pm.

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

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 March 10, 2025 at 6:00 PM.

2. Resolution No. 2025-044 authorizing the City Manager to execute a contract with Tatum Excavating Company, Inc. of Texarkana, Texas, in an amount not to exceed $1,694,970, for the West Park Boulevard street reconstruction project, and reimburse Arklatex Real Estate, LP, in an amount not to exceed $47,400, for the relocation of an existing billboard sign with funds budgeted in the TIRZ #1 Fund (Fund 116) and 2019 TIRZ Bond Fund (Fund 424).

   Public Hearing:
   Council Vote: April 14, 2025

3. Resolution No. 2025-045 approving the Texarkana Airport Executive Director to sign documents necessary to renew the $3 million line of credit with Farmers Bank for three (3) years.

   Public Hearing:
   Council Vote: April 14, 2025

4. Resolution No. 2025-051 authorizing the City Manager to execute a contract for the South Wake Village Road Sewer Improvements Project in an amount not to exceed $485,690.20. Funds are available, in the amount of $485,690.20, in the TWU 2024-2025 budget Texas Capital Improvement Fund.

   Public Hearing:
   Council Vote: April 14, 2025

Action Items

5. Resolution No. 2025-047 urging congressional support for Red River Army Depot.

   Public Hearing:
   Council Vote: April 14, 2025

6. Resolution No. 2025-050 authorizing the City Manager to execute a contract with Mead and Hunt, Inc. of Arlington, Texas, to update the Technically Based Local Limits for the South Regional, North Texarkana, and Waggoner Creek WWTPs, for the Cities of Texarkana, Texas, and Texarkana, Arkansas, in an amount not to exceed $213,364.00, with the Texas portion not to exceed $139,760.73, with funds available in the TWU 2024-2025 budget Texas Capital Improvement Fund.

   Public Hearing:
   Council Vote: April 14, 2025

IX. FIRST BRIEFINGS

1. Resolution No. 2025-049 approving the Texarkana, Texas Economic Development Strategic Work Plan.

   Public Hearing: May 12, 2025
   Council Vote: May 12, 2025

2. Ordinance No. 2025-052 granting a Specific Use Permit to allow one additional use of permanent cosmetics on an approximate 0.24-acre tract of land (being Tract 3A), Mary E Wills Subdivision, located at 3115 Kennedy Lane (Ward 4). Chinh Hoang, owner.

   Public Hearing: May 12, 2025
   Council Vote: May 12, 2025

3. Ordinance No. 2025-053 rezoning on an approximate 5-acre tract of land (being Tract 13B), L T King HRS, A-327, located at 3001 Bender Road (Ward 1) from Two Family-2 to Planned Development-Multiple Family-1. Dennis Pascarella, owner, and David Williams, MTG Engineers and Surveyors, agent.

   Public Hearing: May 12, 2025
   Council Vote: May 12, 2025

4. Ordinance No. 2025-054 amending PD-25-1 for site plan approval on an approximate 5-acre tract of land (being Tract 13B), L T King HRS, A-327, located at 3001 Bender Road (Ward 1). Dennis Pascarella, owner, and David Williams, MTG Engineering and Surveyors, agent.

   Public Hearing: May 12, 2025
   Council Vote: May 12, 2025

5. Ordinance No. 2025-055 rezoning on Lot 2, Block 1, Buchanan Avenue Addition, located at 1108 Willis Street (Ward 1) from Commercial to Single Family-3. Jermell Fulton, owner.

   Public Hearing: May 12, 2025
   Council Vote: May 12, 2025

6. Ordinance No. 2025-056 granting a Specific Use Permit to allow a HUD code manufactured home on Lot 2, Block 1, Buchanan Avenue Addition, located at 1108 Willis Street (Ward 1). Jermell Fulton, owner.

   Public Hearing: May 12, 2025
   Council Vote: May 12, 2025

7. Ordinance No. 2025-057 granting a Specific Use Permit to allow a HUD code manufactured home on an approximate 1.85-acre tract of land (being Tract 36C) R. E. Sevey HRS, A-523, located at 2591 Page Street (Ward 1). Jonathan Fowler, owner.

   Public Hearing: May 12, 2025
   Council Vote: May 12, 2025

8. Ordinance No. 2025-058 granting a Specific Use Permit to allow a HUD code manufactured home on Lots 16-18, Block 3, City IMPROV CO West Side 2ND, located at 502 Sulphur Street (Ward 1). Leticia Perez, owner.

Public Hearing: May 12, 2025
Council Vote: May 12, 2025

X. PUBLIC HEARINGS

1. Resolution No. 2025-023 suspending the effective date for ninety (90) days in connection with the application of Summit Utilities Arkansas, Inc., to increase natural gas rates; and requesting that Summit produce additional information.

   Public Hearing: April 14, 2025
   Council Vote: April 14, 2025

2. Ordinance No. 2025-043 rezoning on an approximate 14.144-acre tract of land (being Tract 98A), M.H. Janes HRS, A-305, located at 7970 Hampton Road (Ward 5) from Single Family-2 to Commercial. Ryan Berry, owner, and Terry Moore, agent.

   Public Hearing: April 14, 2025
   Council Vote: April 14, 2025

3. Resolution No. 2025-048 authorizing the application for the placement of four (4) historical markers on city property, which are named as follows: (1) City Hall Historical Marker, (2) Albert Prince Marshall Historical Marker, (3) The Adams-Onis Treaty of 1819 Historical Marker, and (4) Highland and Bingham Park Historic District Historical Marker, from the Texas Historical Commission.

   Public Hearing: April 14, 2025
   Council Vote: April 14, 2025

XI. CITY MANAGER'S REPORT

XII. ADMINISTRATIVE COMMENTS

1. City Council
2. City Staff

XIII. 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.

Briefing Sheet

Version:
Update Date: 3/28/2025 3:50 PM

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary

Subject: Safe Digging Month - April 2025

Attachments

a. Safe Digging Texas 811 (April) PROC 041425 (PDF)

PROCLAMATION

WHEREAS, thousands of times each year, the underground infrastructure in Texas is damaged by those who do not have underground lines located prior to digging, resulting in service interruption, environmental damage, and threat to public safety; and

WHEREAS, in 2005, the Federal Communications Commission designated 811 to provide excavators and homeowners with a simple number to contact utility operators to request the location of underground lines at the intended dig site; and

WHEREAS, Texas811, is a non-profit organization dedicated to the prevention of damage to underground utilities in all 254 counties of the state, promotes the national 811 notification system in an effort to reduce these damages; and

WHEREAS, damage prevention is a shared responsibility; and by using safe digging practices, the excavators and homeowners of Texarkana can save time and money and help keep our infrastructure safe and connected.

NOW, THEREFORE, I, Bob Bruggeman, Mayor of the City of Texarkana, Texas, do hereby proclaim, on behalf of Texas811, the month of April 2025 as

"TEXARKANA SAFE DIGGING MONTH"

and encourage excavators throughout the city to always call or contact Texas811 before digging. Safe digging is no accident!

_____

Bob Bruggeman, Mayor

_____

Jennifer Evans, TRMC, City Secretary

Attachment: Safe Digging Texas 811 (April) PROC 041425 (4472 : Safe Digging Month (April) Proc)

CITY OF TEXARKANA

CITY COUNCIL

MINUTES • MARCH 10, 2025

Council Chambers | **Regular Meeting** | **6:00 PM**

220 TEXAS BLVD., TEXARKANA, TX 75501

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

ee Name	Title	Status	Arrived
ggeman	Mayor	Present	
Matlock	Ward 1	Present	
art	Ward 2	Present	
hompson	Ward 3	Present	
Page	Ward 4	Present	
eador	Ward 5	Present	
is	Ward 6	Absent	

City Staff: City Manager David Orr, Jennifer Evans, Mike Harris, Dusty Henslee, Garrett Baker, Gary Smith, Brooke Stone, Ross Cowling, Kristin Peeples, Jeremy Sutton, J.W. Bramlett, Chris Black, Mashell Daniel, Robby Robertson, Vashil Fernandez, and Karey Parker.

Municipal Court: Judge Sherry Jackson Hawkins.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER COLE MEADOR

III. SPECIAL PRESENTATIONS

1. Summit Utilities Proposed Rate Increase - Effective May 1, 2025

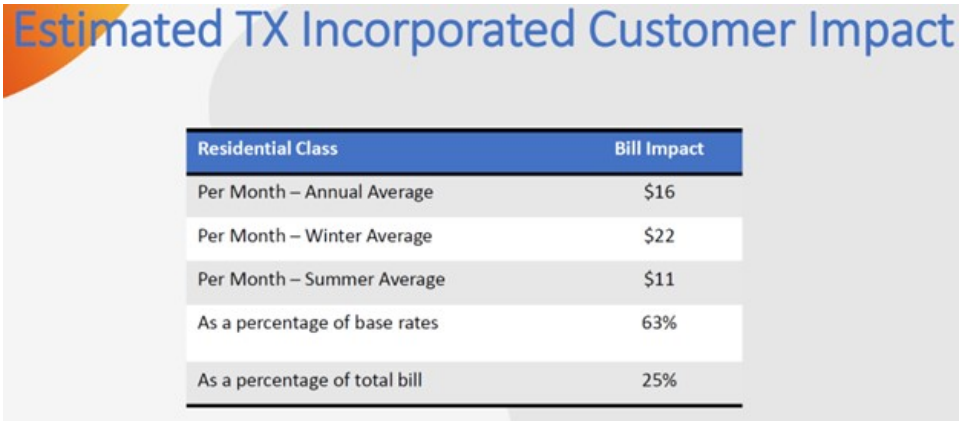
   Representatives of Summit Utilities presented a proposed natural gas rate increase with an effective date of May 1, and the City Council had the opportunity to ask questions of the Summit representatives. Public hearing and Council action on this proposal, together with City staff recommendations, will be scheduled for the April 14 regular meeting.

   Brooke Parsons, Director of Regulatory Affairs, Phillip Gilliam, Director of Rates, and Greg Strickland, Director of Operations, shared a presentation related to the Texas Rate Increase Process.

Minutes Acceptance: Minutes of Mar 10, 2025 6:00 PM (Consent Items)

The Asset Purchase Agreement regarding the sale of CenterPoint Energy Resources Corp. to **Southern Col Midco, LLC, owner of Summit Utilities,** included existing natural gas utility assets located in Arkansas, Oklahoma, and certain areas of Bowie County, Texas. These areas included the cities of Texarkana, Nash, Redwater, and Wake Village.

Summit Utilities proposes to adopt the rates set by the Arkansas Public Service Commission to avoid unnecessary expense for its Texas customers. An estimate of customer impact is shown here:



Residential Class	Bill Impact
Per Month – Annual Average	$16
Per Month – Winter Average	$22
Per Month – Summer Average	$11
As a percentage of base rates	63%
As a percentage of total bill	25%

Summit Utilities will notify incorporated city customers, by email, of its rate increase proposal, identify ways to spread awareness of levelized billing, and provide its customer service team with talking points to assist customers that call for more information.

RESULT: **CLOSE ACTION**

2. Developmental Disabilities Awareness Month - March 2025

Mayor Bruggeman read the proclamation and presented it to Community Healthcore Representatives Stacy Tidwell and Linda Hooks.

RESULT: **CLOSE ACTION**

IV. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings
Monday, April 14, 2025, at 6:00 p.m.
Monday, May12, 2025, at 6:00 p.m.

The State of the Cities Breakfast
The State of the Cities Breakfast will be held at Texarkana College on Wednesday, April 9th from 9:00 a.m. to 11:00 a.m.

TML Region 15 Meeting
The TML Region 15 Meeting will be held at the Texarkana Convention Center on Thursday, April 17th from 5:30 p.m. to 8:00 p.m.

Minutes Acceptance: Minutes of Mar 10, 2025 6:00 PM (Consent Items)

Fresh Start: Neighborhood Spring Clean-Up

The Fresh Start: Neighborhood Spring Clean-Up, hosted by the City and Keep Texarkana Beautiful, will be held at 8:00 a.m. on Saturday, March 29th. Volunteers will help with trash cleanup, debris removal, gardening, and park improvements. Roll-off locations for waste disposal include:

Beverly Community Center - 901 Lumpkin St.
The Scholars Center (Rosehill) - 1303 Milam St.
New Town Baptist Church - 2203 Taylor St.
Findley Park (Liberty-Eylau) - 410 Findley St.

For more information, contact Jaylon Scott at (903) 798-1779.

Parks & Recreation Activities

Mar 20th - 22nd	Terry Huggins Memorial Tournament		Wallace Park
Mar 25th	Parks Master Plan 3rd Public Meeting	6:30 p.m.	Texarkana, Texas Convention Center
Apr 12th	Texas A&M University - Texarkana The Big Event	8:00 a.m.	Spring Lake Park Grady T. Wallace Park Bringle Lake Park

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

Perot Theatre Upcoming Shows

The Texarkana Symphony Orchestra will host **Passionate Devotion** on March 22nd at 7:00 p.m.

The Irish Music and Dance Sensation, A Taste of Ireland will be held on March 26th at 7:30 p.m.

The David Phelps Concert - The Speak of Love Tour will be held on March 30th at 7:00 p.m.

The State Ballet Theatre of Ukraine will perform "Swan Lake" on April 6th at 6:00 p.m.

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

The Collingsworth Family, a gospel/inspirational group, will perform at the Sullivan Performing Arts Center on Monday, March 17th at 7:00 p.m.

For more information, visit Bandsintown.com.

Minutes Acceptance: Minutes of Mar 10, 2025 6:00 PM (Consent Items)

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.

William Smith III addressed council in favor of proposed agenda item Ordinance No. 2025-040.

VI. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

Council Member Meador recommended the reappointment of Dianna Kinsey to the Planning and Zoning Commission.

Mayor Bruggeman reappointed Rob Sitterley to the Airport Authority Board's at-large position.

Motion to confirm reappointments to boards, commissions, and committees.

(6:49 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Christie Page, Ward 4
SECONDER:	Steve Thompson, Ward 3
AYES:	Bruggeman, Matlock, Hart, Thompson, Page, Meador
ABSENT:	Davis

VII. ITEMS FOR CONSIDERATION

Consent Items

(6:51 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on February 10, 2025 at 6:00 PM.

2. Resolution No. 2025-035 acknowledging receipt of the Police Department's 2024 Racial Profiling Report as statutorily required.

   Public Hearing:
   Council Vote: March 10, 2025

Minutes Acceptance: Minutes of Mar 10, 2025 6:00 PM (Consent Items)

3. Resolution No. 2025-037 approving the budget calendar for Fiscal Year 2026.

   Public Hearing:
   Council Vote: March 10, 2025

4. Resolution No. 2025-038 authorizing the City Manager to execute a contract for the West Park Boulevard Water & Sewer Relocation Project in an amount not to exceed $169,280.80. Funds are available in the Texas Infrastructure Fund in the Utility's 2024-2025 budget.

   Public Hearing:
   Council Vote: March 10, 2025

5. Resolution No. 2025-041 approving the Texarkana Airport Executive Director to amend FAA Grant 63 to add a Reimbursable Agreement with the FAA in the amount of $84,445.12 with no local matching funds.

   Public Hearing:
   Council Vote: March 10, 2025

6. Resolution No. 2025-042 approving the Texarkana Airport Executive Director to execute an agreement with Garver Engineering of North Little Rock, Arkansas, for design and procurement of a 1500-Gal Air Rescue Fire Fighting Truck in the amount of $44,700 approved in the Texarkana Regional Airport FY25 capital budget.

   Public Hearing:
   Council Vote: March 10, 2025

Action Items

7. Resolution No. 2025-036 approving the request of the Baseball Association of Texarkana, Texas, to change the name of field #5 at Swanger Baseball Complex in Spring Lake Park to the "Mickey Moore Field".

   Public Hearing:
   Council Vote: March 10, 2025

   Ross Cowling briefed this agenda item. Bandon Allison, Vice President of the Baseball Association of Texarkana, Texas, said it was an honor to serve with Mickey

Minutes Acceptance: Minutes of Mar 10, 2025 6:00 PM (Consent Items)

Moore and his loss was huge to the baseball community. There will not be a better honor than naming this field #5 after Mickey Moore to carry on his legacy.

Mr. Moore's wife Amy, his sister Margo, and his mother Sharon were in the audience. Sharon Moore was a long time city employee and Mayor Bruggeman thanked her for her service.

The Mayor also said Mr. Moore put forth great effort and dedication in serving the baseball groups, was highly regarded in the community, and will certainly be missed.
(6:56 p.m.)

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

8. Resolution No. 2025-039 authorizing the filing of a loan application for financial assistance from the Texas State Infrastructure Bank (SIB) to cover material costs for the 10" water main relocation along US 82, in an amount not to exceed $2,500,000, and authorizing the Mayor to act on behalf of the City and TWU in all matters relating to the application.

Public Hearing:
Council Vote: March 10, 2025

Gary Smith briefed this agenda item.
(6:58 p.m.)

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

9. Ordinance No. 2025-040 establishing a four-month moratorium on the acceptance and approval of applications for permitting the installation and placement of devices or machines regulated by Chapter 36 of the City's Code of Ordinances, and directing the City Manager to communicate to the Texas Legislature the City Council's policy determination that an eight-liner device or machine should be defined as a gambling device.

Public Hearing:
Council Vote: March 10, 2025

Jeff Lewis briefed this agenda item.
(7:04 p.m.)

Minutes Acceptance: Minutes of Mar 10, 2025 6:00 PM (Consent Items)

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

VIII. FIRST BRIEFINGS

1. Ordinance No. 2025-043 rezoning on an approximate 14.144-acre tract of land (being Tract 98A), M.H. Janes HRS, A-305, located at 7970 Hampton Road (Ward 5) from Single Family-2 to Commercial. Ryan Berry, owner, and Terry Moore, agent.

   Public Hearing: April 14, 2025
   Council Vote: April 14, 2025

   Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 4/14/2025 6:00 PM**

IX. PUBLIC HEARINGS

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

   Vivian Cossey expressed concern about emergency services accessing the property at 1114 Willis Street that will be affected by the proposed alley abandonment.

   James Hawkins, Donnie Sealy, and Mark Wurtele all spoke in favor of this proposed ordinance.
   (7:14 p.m.)

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

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.

Minutes Acceptance: Minutes of Mar 10, 2025 6:00 PM (Consent Items)

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

There were no public comments made at this hearing.
(7:16 p.m.)

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

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

There were no public comments made at this hearing.
(7:18 p.m.)

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

X. CITY MANAGER'S REPORT

Northeast Texas Regional Alliance Legislative Summit Recap & Summary of HB 3484 (Texas Legislature)
The Northeast Texas Regional Alliance Legislative Summit was held recently with representatives from cities and counties across the region. The summit included meetings with both the city's state representative and state senator and presentations from various state agencies.

As a result of the trip, and thanks to City Attorney Jeff Lewis, staff worked with Rep. Gary VanDeaver's office **to file HB 3484**. This bill focuses on agreements between border municipalities in Texas, ensuring enhanced cooperation and expanding funding eligibility for shared infrastructure and services.

This legislation urges recognition of Texas' vested interest in supporting co-owned municipal facilities that serve this shared community across the state line, an approach the state itself encouraged through legislation enacted over 50 years ago.

State Line Reconstruction Project Update

Minutes Acceptance: Minutes of Mar 10, 2025 6:00 PM (Consent Items)

ARDOT has provided the following updated plan development schedule for Job 030477 - State Line Reconstruction Project. This design is for the section from Arkansas/Texas Blvds south to MLK and the northern section is split into a separate design project based on the project complexity in that area. The updated design schedule includes:

30% plans by 3-07-2025
60% plans by 9-30-2025
90% plans by 4-30-2026

At each of these project design milestones, there will be coordination meetings for city staff, MPO staff, TxDOT, and ARDOT reviews.

Parks and Recreation Guide 2025
This year marks the third edition of the city's Parks and Recreation Guide. Below is a digital link to the 2025 guide and paper copies are available at City Hall, Community Centers and Parks offices.

<https://www.texarkanatexas.gov/DocumentCenter/View/10715/Parks-and-Recreation-Guide-2025>

XI. ADMINISTRATIVE COMMENTS

1. City Council

   Mayor Bruggeman said the State Line Reconstruction Project will occur in two phases: going north to Interstate 30 from the Texas & Arkansas Boulevards intersection and then the other part going south from that intersection.

   Council Member Matlock said, now with the warmer weather, illegal dumping has started again and asked how this issue can be addressed. **City Manager Orr** said it's difficult to catch people in the act of illegal dumping, but code enforcement officers will continue to patrol. He encouraged submitting requests in MyGOV and code staff will get to them as time allows. The city also partners with affected property owners during the city's scheduled spring clean-ups in the neighborhoods.

2. City Staff

   Staff had no administrative comments for council.

XII. CLOSED SESSION

The City Council convened into closed session pursuant to Texas Government Code Section 551.071 (Consultation with City Attorney - Street Safety Zones).

XIII. RECONVENED INTO OPEN SESSION

Minutes Acceptance: Minutes of Mar 10, 2025 6:00 PM (Consent Items)

XIV. ADJOURNMENT

A motion was made to adjourn the meeting.
(8:20 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

Minutes Acceptance: Minutes of Mar 10, 2025 6:00 PM (Consent Items)

City of Texarkana, Texas

Version: B

Briefing Sheet

Update Date: 4/10/2025 11:09 AM

Lead Department: Public Works Department **Action Officer:** Dusty Henslee,

Subject: Resolution No. 2025-044 authorizing the City Manager to execute a contract with Tatum Excavating Company, Inc. of Texarkana, Texas, in an amount not to exceed $1,694,970, for the West Park Boulevard street reconstruction project, and reimburse Arklatex Real Estate, LP, in an amount not to exceed $47,400, for the relocation of an existing billboard sign with funds budgeted in the TIRZ #1 Fund (Fund 116) and 2019 TIRZ Bond Fund (Fund 424).

Briefing: 4/14/2025 **Public Hearing:** **Council Vote:** 4/14/2025

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Date of Invitation for Bid (IFB 23-1901-08) posted on website: February 16, 2025
Dates published in Texarkana Gazette: February 16, 2025 and February 23, 2025
Opened Bids: March 18, 2025
Bids received: Tatum Excavating Company, Stan Excavating, Francis Excavating
Lowest Responsive Bidder: Tatum Excavating Company - See EXH "A"
Budget: TIRZ #1 Fund and 2019 TIRZ Bond Fund
Policy Exceptions: None
Scope of Work: This project consists of removing and replacing the existing concrete street pavement, construction of sidewalks on both sides of the road, and straightening out the T intersection of Guss Orr Drive and West Park Boulevard. The street name change from Guss Orr Drive and West Park Boulevard will be at the transition of the concrete pavement to the asphalt pavement as shown on Exhibit "B". There is an existing billboard sign in the ROW for the new alignment of the intersection, so during ROW negotiations, the City agreed to reimburse the owner for the relocation of the billboard sign in an amount not to exceed $47,400.

Total estimated project cost with including engineering design ($203,750), billboard relocation, and construction: **$1,946,120**. This does not include construction contingency or material testing costs.

Potential Options:

- Approve
- Not Approve

Fiscal Implications:

Funds are available in the TIRZ #1 Fund (Fund 116) and 2019 TIRZ Bond Fund (Fund 424)

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

TIRZ Board approved the project on 9-18-24 for up to $2,800,000 which included design and construction.

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2025-044 Goals & Perspectives (DOCX)
b. 2025-044 RES West Park Boulevard Reconstruction (DOCX)
c. 2025-044 EXH A - West Park Blvd Bid Tab (PDF)
d. 2025-044 EXH B - West Park Blvd and Gus Orr Drive Intersection (PDF)
e. 2025-044 ATTH 01-WestPark-ArklaTex-City-ReimbursementAgreement-signed-01162025 (PDF)

Staff Coordination

Public Works Department	Angela Humphrey	Reviewer	Completed	03/19/2025 12:02 PM
Public Works Department	Dusty Henslee	Department Head Review	Completed	03/19/2025 12:45 PM
Finance Department	Kristin Peeples	Review	Completed	03/31/2025 10:48 PM
City Attorney	Jeffery C. Lewis	Review	Completed	04/03/2025 2:46 PM
City Manager	Chiquita Burks	City Manager Review	Skipped	04/07/2025 10:28 AM
City Council	Jennifer Evans	Meeting	Pending	04/14/2025 6:00 PM
Public Works Department	Dusty Henslee	Review	Completed	04/07/2025 11:17 AM

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:

Attachment: 2025-044 Goals & Perspectives (4454 : 2025-044 RES West Park Boulevard Street Reconstruction)

RESOLUTION NO. 2025-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TATUM EXCAVATING, INC., OF TEXARKANA, TEXAS, IN AN AMOUNT NOT TO EXCEED ONE MILLION SIX HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED SEVENTY DOLLARS ($1,694,970) FOR THE WEST PARK BOULEVARD STREET RECONSTRUCTION PROJECT AND REIMBURSE ARKLATEX REAL ESTATE, LP OF TEXARKANA, TEXAS, IN AN AMOUNT NOT TO EXCEED FORTY-SEVEN THOUSAND FOUR HUNDRED DOLLARS ($47,400) FOR THE RELOCATION OF AN EXISTING BILLBOARD SIGN TO BE PAID FROM THE TIRZ #1 FUND (FUND 116) AND 2019 TIRZ BOND FUND (FUND 424); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, is creating enhancements by reconstructing West Park Boulevard and realigning the intersection of West Park Boulevard and Guss Orr Drive; and

WHEREAS, the TIRZ Board approved the West Park Boulevard Project, on September 18, 2024, for an amount to not to exceed $2,800,000 which included engineering, construction, and contingency; and

WHEREAS, on March 18, 2025, three (3) bids were received and Tatum Excavating Company, Inc. of Texarkana, Texas, submitted the lowest and most responsible bid summarized on the bid tab sheet **(Exhibit 'A')**; and

WHEREAS, the intersection of West Park Boulevard and Guss Orr Drive is being reconstructed and the name change will be at the transition of the new concrete pavement and asphalt pavement as shown on the attached **Exhibit 'B'**; and

WHEREAS, an existing billboard sign is located in the right of way needed to reconstruct the proposed new intersection of West Park Boulevard and Guss Orr Drive and it needs to be relocated; and

WHEREAS, the City agreed to reimburse Arklatex Real Estate, LP of Texarkana, Texas, owner of the property and billboard, in an amount not to exceed $47,400, to relocate the billboard as shown in **ATTH 01**; and

WHEREAS, funds are available in the TIRZ #1 Fund (Fund 116) and 2019 TIRZ Bond Fund (Fund 424).

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

SECTION 1: The lowest most responsible bidder for the milling and overlay for the City is hereby declared to be Tatum Excavating Company, Inc. of Texarkana, Texas.

Attachment: 2025-044 RES West Park Boulevard Reconstruction (4454 : 2025-044 RES West Park Boulevard Street Reconstruction)

SECTION 2: The City Manager is hereby authorized to execute a contract with Tatum Excavating Company, Inc. of Texarkana, Texas, in an amount not to exceed $1,694,970, with funds budgeted in the TIRZ #1 Fund (Fund 116) and 2019 TIRZ Bond Fund (Fund 424).

SECTION 3: The City Council is ratifying an agreement to reimburse Arklatex Real Estate, LP of Texarkana, Texas, to relocate an existing billboard sign an amount not to exceed $47,400, with funds budgeted in the TIRZ #1 Fund (Fund 116) and 2019 TIRZ Bond Fund (Fund 424).

SECTION 4: This resolution 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 **14th day of April, 2025**.

JENNIFER EVANS, CITY SECRETARY

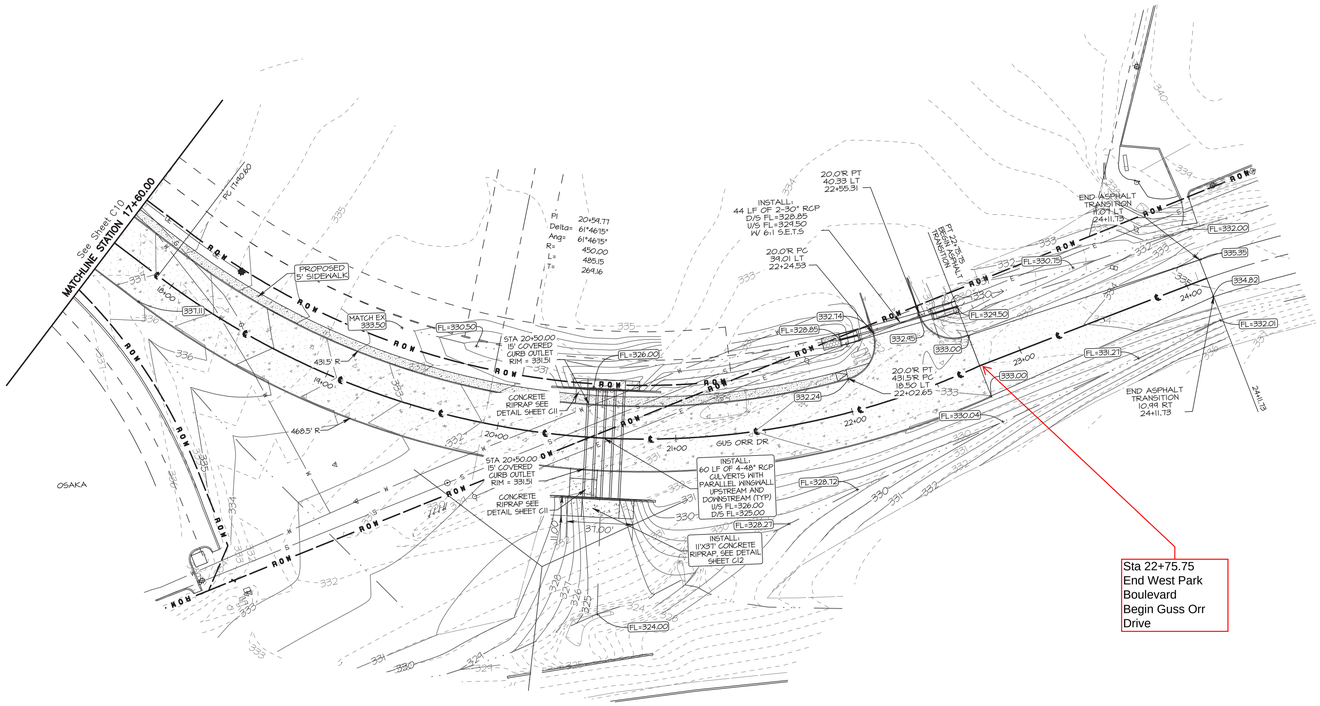
BOB BRUGGEMAN, MAYOR

Attachment: 2025-044 RES West Park Boulevard Reconstruction (4454 : 2025-044 RES West Park Boulevard Street Reconstruction)

Bid Tabulation
for
West Park Blvd Reconstruction Project

#23-1901-08 March 18, 2025 10 a.m.					Tatum Excavating Company, Inc. 2416 S. Lake Drive Texarkana, TX 75501		Francis Excavating LLC 1356 S Kings Hwy Texarkana, TX 75501		Stan Excavating Co 699 Heritage Oaks, Texarkana, TX 75503	
Item #	Description	TXDOT SPEC ITEM	ESTIMATED QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization	500	1	LS	$85,401.35	$85,401.35	$33,701.00	$33,701.00	$83,000.00	$83,000.00
2	Remove Billboard	delete	delete	delete	delete	delete	delete	delete	delete	delete
3	Removing Driveways	104	973	SY	$14.00	$13,622.00	$17.85	$17,368.05	$17.50	$17,027.50
4	Removing Concrete (Pavement)	104	7863	SY	$17.00	$133,671.00	$15.75	$123,842.25	$16.50	$129,739.50
5	Removing Stab & Unstab Base and Asph. Pav. (Pavement)	105	1851	SY	$5.00	$9,255.00	$7.13	$13,197.63	$6.60	$12,216.60
6	Removal of Light Pole & Foundation	496	2	EA	$1,500.00	$3,000.00	$1,350.00	$2,700.00	$800.00	$1,600.00
7	Removing Concrete (sidewalk)	104	85	SY	$14.00	$1,190.00	$15.00	$1,275.00	$15.00	$1,275.00
8	Removing 15" RCP	496	237	LF	$22.00	$5,214.00	32.500	$7,702.50	30.000	$7,110.00
9	Removing 30" RCP	496	88	LF	$25.00	$2,200.00	$35.00	$3,080.00	$35.00	$3,080.00
10	Removing 48" RCP	496	150	LF	$28.00	$4,200.00	$40.00	$6,000.00	$40.00	$6,000.00
11	Remove 48" End Treatments	496	2	EA	$900.00	$1,800.00	$1,250.00	$2,500.00	$300.00	$600.00
12	Remove 30" End Treatments	496	4	EA	$700.00	$2,800.00	$295.00	$1,180.00	$275.00	$1,100.00
13	Remove 15" End Treatments	496	4	EA	$500.00	$2,000.00	$250.00	$1,000.00	$250.00	$1,000.00
14	Remove Curb Flume	104	3	EA	$750.00	$2,250.00	$225.00	$675.00	$1,000.00	$3,000.00
15	Removing Inlet	496	1	EA	$1,450.00	$1,450.00	$1,250.00	$1,250.00	$1,500.00	$1,500.00
16	Barricades, Signs & Traffic Handling	502	8	MO	$5,000.00	$40,000.00	$3,720.50	$29,764.00	$2,100.00	$16,800.00
17	Preparing Right-Of-Way	100	23	STA	$150.00	$3,450.00	$2,935.00	$67,505.00	$2,000.00	$46,000.00
18	Subgrade Preparation	132	11554	SY	$6.00	$69,324.00	$6.95	$80,300.30	$4.00	$46,216.00
19	Common Embankment	132	1250	CY	$25.00	$31,250.00	$19.50	$24,375.00	$20.00	$25,000.00
20	Common Excavation	110	100	CY	$25.00	$2,500.00	$17.50	$1,750.00	$15.00	$1,500.00
21	Undercut	110	100	CY	$25.00	$2,500.00	$17.50	$1,750.00	$15.00	$1,500.00
22	Select Fill	132	100	CY	$25.00	$2,500.00	$24.75	$2,475.00	$20.00	$2,000.00
23	Prime Coat (MC 30)	310	67	GAL	$11.00	$737.00	$11.00	$737.00	$11.00	$737.00
24	Concrete Pavement (8")	360	8913	SY	$67.00	$597,171.00	$81.11	$722,933.43	$86.75	$773,202.75
25	Concrete Pavement (9")(University)(High-Early Strength)	360	488	SY	$82.00	$40,016.00	$93.71	$45,730.48	$91.62	$44,710.56
26	Concrete Pavement (High-Early Strength) (8")	360	164	SY	$82.00	$13,448.00	$87.41	$14,335.24	$121.96	$20,001.44
27	Concrete Pavement (Driveways) (7")	360	808	SY	$76.00	$61,408.00	$81.11	$65,536.88	$70.90	$57,287.20
28	Concrete Curb	529	4262	LF	$10.00	$42,620.00	$8.40	$35,800.80	$4.40	$18,752.80
29	Prime Coat (MC-30)	310	69	GAL	$11.00	$759.00	$11.00	$759.00	$10.00	$690.00
30	Dense-Graded Hot-Mix Asphalt (Small Quantity) TY C	341	74	TONS	$230.00	$17,020.00	$264.57	$19,578.18	$220.00	$16,280.00
31	Flexible Base (Transition)	302	477	SY	$32.00	$15,264.00	$22.06	$10,522.62	$16.50	$7,870.50
32	Concrete Sidewalk	531	1640	SY	$90.00	$147,600.00	$80.85	$132,594.00	$57.70	$94,628.00
33	Curb Ramps (TY 10)	531	13	EA	$1,100.00	$14,300.00	$1,050.00	$13,650.00	$500.00	$6,500.00
34	Crub Ramps (TY 2)	531	6	EA	$1,100.00	$6,600.00	$1,575.00	$9,450.00	$550.00	$3,300.00
35	RipRap (Stone Protection) (12")	432	15	SY	$100.00	$1,500.00	$183.33	$2,749.95	$45.00	$675.00
36	RipRap (Concrete) (4")	432	79	SY	$130.00	$10,270.00	$194.25	$15,345.75	$130.00	$10,270.00
37	RC Pipe (CL III) (48")	464	240	LF	$325.00	$78,000.00	$305.00	$73,200.00	$250.00	$60,000.00
38	RC Pipe (CL III) (30")	464	135	LF	$135.00	$18,225.00	$146.41	$19,765.35	$130.00	$17,550.00
39	Trench Excavation Protection	402	150	LF	$5.00	$750.00	$5.00	$750.00	$2.00	$300.00
40	Set (TY I) (30") (4:1) (P)	467	1	EA	$2,335.00	$2,335.00	$1,600.00	$1,600.00	$1,500.00	$1,500.00
41	SET (TY I) (30") (6:1) (P)	467	4	EA	$3,725.00	$14,900.00	$2,825.00	$11,300.00	$2,600.00	$10,400.00
42	COVERED CURB OUTLET	465	3	EA	$5,125.00	$15,375.00	$6,037.50	$18,112.50	$2,100.00	$6,300.00
43	TY II CURB INLET	465	1	EA	$9,950.00	$9,950.00	$7,582.75	$7,582.75	$6,400.00	$6,400.00
44	PARALLEL WINGWALL (H=5')	466	1	EA	$23,950.00	$23,950.00	$14,700.00	$14,700.00	$34,000.00	$34,000.00
45	PARALLEL WINGWALL (H=6')	466	1	EA	$23,950.00	$23,950.00	$15,750.00	$15,750.00	$34,000.00	$34,000.00
46	Chain Link Fence	550	200	LF	$74.00	$14,800.00	$108.90	$21,780.00	$30.00	$6,000.00
47	Adjust Valve Box	479	3	EA	$295.00	$885.00	$150.00	$450.00	$400.00	$1,200.00
48	Small Roadside Sign Support & Assembly	644	6	EA	$640.00	$3,840.00	$638.00	$3,828.00	$640.00	$3,840.00
49	Phasing/Detour Signage	502	1	LS	$5,000.00	$5,000.00	$250.00	$250.00	$2,000.00	$2,000.00
50	Tensar NX750 Geogrid	250	477	SY	$7.50	$3,577.50	$10.50	$5,008.50	$8.70	$4,149.90
51	Temporary Erosion Control Blanket	169	416	SY	$7.00	$2,912.00	$2.50	$1,040.00	$3.00	$1,248.00
52	LOW PROFILE CONCRETE BARRIER	512	243	LF	$45.00	$10,935.00	$105.80	$25,709.40	$90.00	$21,870.00
53	SILT FENCE EROSION CONTROL	506	331	LF	$5.50	$1,820.50	$5.00	$1,655.00	$4.25	$1,406.75
54	Inlet Protection	506	4	EA	$365.00	$1,460.00	$250.00	$1,000.00	$250.00	$1,000.00
55	Rock Filter Dams (TY 1)	506	170	LF	$65.00	$11,050.00	$58.12	$9,880.40	$30.00	$5,100.00
56	Construction Entrance/Exit	506	1	EA	$2,870.00	$2,870.00	$2,250.00	$2,250.00	$2,500.00	$2,500.00
57	SODDING FOR EROSION CONTROL (Block Sod) (Bermuda)	162	947	SY	$5.50	$5,208.50	$5.95	$5,634.65	$13.00	$12,311.00
58	CONCRETE WASH-OUT	506	1	EA	$1,560.00	$1,560.00	$2,500.00	$2,500.00	$1,500.00	$1,500.00
59	BROADCAST SEEDING (TEMPORARY)	164	5333	SY	$0.55	$2,933.15	$0.22	$1,173.26	$0.20	$1,066.60
60	CELLULOSE FIBER MULCH Seed (Perm)(Urban)	164	2368	SY	$1.00	$2,368.00	$1.50	$3,552.00	$2.55	$6,038.40
61	TRIPLE 13 FERTILIZER	166	380	LBS	$2.65	$1,007.00	$1.90	$722.00	$0.50	$190.00
62	VEGETATIVE WATERING	168	38	MG	$20.00	$760.00	$75.00	$2,850.00	$80.00	$3,040.00
63	PAVEMENT SURFACE PREPARATION For Markings (6")	678	1	LS	$4,620.00	$4,620.00	$4,620.00	$4,620.00	$4,600.00	$4,600.00
64	Pavement Surface Preparation For Markings (24")	678	1	LS	$330.00	$330.00	$330.00	$330.00	$330.00	$330.00
65	STRIPING TY I (Y) (6") (SLD)	666	1	LS	$7,985.00	$7,985.00	$7,983.80	$7,983.80	$8,058.00	$8,058.00
66	STRIPING TY I (W) (24") (SLD)	666	1	LS	$3,850.00	$3,850.00	$3,850.00	$3,850.00	$3,850.00	$3,850.00
67	STRIPING TY I (W) (6") (SLD)	666	1	LS	$165.00	$165.00	$165.00	$165.00	$165.00	$165.00
68	STRIPING TY I (Y) (12") (SLD)	666	1	LS	$1,650.00	$1,650.00	$1,650.00	$1,650.00	$1,650.00	$1,650.00
69	STRIPING TY I (W) (8") (SLD)	666	1	LS	$1,670.00	$1,670.00	$1,672.00	$1,672.00	$1,650.00	$1,650.00
70	PAVEMENT SYMBOL	668	1	LS	$3,520.00	$3,520.00	$3,520.00	$3,520.00	$3,550.00	$3,550.00
71	PAVEMENT WORD	668	1	LS	$550.00	$550.00	$550.00	$550.00	$550.00	$550.00
72	2" Lighting Conduit With Conductors (Wire)	618/620	827	LF	$9.00	$7,443.00	$9.35	$7,732.45	$9.35	$7,732.45
73	SINGLE LIGHT POLE AND FIXTURE	610	3	EA	$3,575.00	$10,725.00	$3,575.00	$10,725.00	$3,850.00	$11,550.00
74	LIGHT POLE FOUNDATION	610	3	EA	$1,250.00	$3,750.00	$187.00	$561.00	$3,300.00	$9,900.00
	Total Base Bid					**$1,694,970.00**		**$1,808,517.12**		**$1,760,665.95**

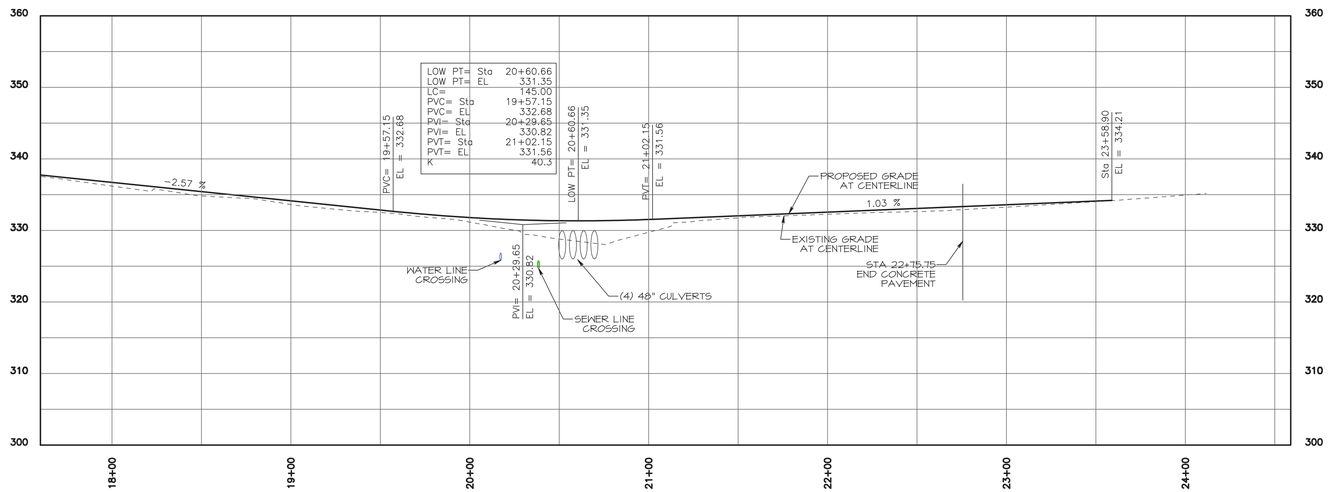
Attachment: 2025-044 EXH A - West Park Blvd Bid Tab (4454 : 2025-044 RES West Park Boulevard Street Reconstruction)



NOTE:
SIDEWALK TO ABUT PROTECTED LIGHT POLES AND FIRE HYDRANTS.

ALL VALVES AND UTILITIES INSIDE THE LIMITS OF SIDEWALK SHALL BE ADJUSTED AS REQUIRED TO BE FLUSH WITH THE SIDEWALK GRADE.

PLAN VIEW
Scale: 1" = 40'



PROFILE VIEW
Horizontal Scale: 1" = 40'
Vertical Scale: 1" = 10'

5930 SUMMERHILL ROAD
TEXARKANA, TEXAS
P 903.838.8533
www.mtgengineers.com
TBPE FIRM NO. F-354
AR COA NO. 125
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MTG ENGINEERS & SURVEYORS

STATE OF TEXAS
JOSHUA WOOD
104859
REGISTERED PROFESSIONAL ENGINEER
1-20-25

No.	Revision/Description	Date

Scale	Drawn By	Checked By	File No.
AS SHOWN	KRW	KRW	

WEST PARK PLAN & PROFILE (SHEET 3 OF 3)

WEST PARK BLVD RECONSTRUCTION
CITY OF TEXARKANA, TX

Drawing Date
1/17/2025

Project Number
236008

Sheet Number
C11

Attachment: 2025-044 EXH B - West Park Blvd and Gus Orr Drive Intersection (4454 : 2025-044 RES West Park Boulevard Street Reconstruction)

X:\2023 Projects\236008.2023 Support for City of Texarkana\236008 I- West Park Boulevard\05 Engineering Design\Design\Design_08.prc
Mon Jan 20, 2025 7:12AM

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement is made by and between the City of Texarkana, Texas, a municipal corporation of the State of Texas, with offices located at 220 Texas Blvd, Texarkana TX 75502 ("City") and Arklatex Real Estate, LP, a Texas Limited Partnership with an address of 3211 McKnight Crossing, Texarkana, TX 75503 ("Arklatex").

WHEREAS, the City is a home-rule municipality operating under a municipal charter adopted as authorized by Article XI, Section 5, of the Texas Constitution and as recognized by Texas Local Government Code Section 5.004, and having full power of local self-government not inconsistent with the Texas Constitution, Texas general laws, or the municipal charter, and is fully empowered to enter into this Reimbursement Agreement with Arklatex for the purpose of aiding in economic growth, providing for public streets, and other useful purposes permitted by law and upon such terms and for such time as the parties may agree; and

WHEREAS, Arklatex, as part of City's plan for reconstructing West Park Blvd (the "Project" as set forth in Exhibit "A" attached and made a part hereof), has agreed to donate the Right-of-Way (the "ROW")needed for the Project; and

WHEREAS, there currently exists a billboard on the Project site that will need to be relocated in order to construct the Project; and

WHEREAS, by Ordinance No. 2024-068, the City Council of Texarkana, Texas has granted a special use permit for the location of an off premises outdoor advertising billboard on Lot 1B, Replat of Lots 1 & 2 of Arklatex Realty Subdivision to relocate the referenced billboard; and

WHEREAS, the City Council finds and determines there is a need for the reconstruction of West Park Blvd, and for funding the relocation of the billboard in order to complete the Project; and

WHEREAS, the City Council finds and determines that the Project, upon completion, will be a public benefit to City, and the best interests of the City and Arklatex will be advanced by establishing conditions, guidelines and procedures governing reimbursement for the relocation of the billboard, and the manner in which Arklatex may be eligible for reimbursement.

NOW THEREFORE, in accordance with the consideration of the mutual promises contained herein and for other good and valuable consideration, receipt of which is mutually acknowledged, the parties do hereby agree as follows:

Attachment: 2025-044 ATTH 01-WestPark-ArklaTex-City-ReimbursementAgreement-signed-01162025 (4454 : 2025-044 RES West Park

Attachment: 2025-044 ATTH 01-WestPark-ArklaTex-City-ReimbursementAgreement-signed-01162025 (4454 : 2025-044 RES West Park

I. AGREEMENT

1. Subject to the terms and conditions contained in this Agreement and incorporating the recitals set forth above, and pursuant to plans and specifications consistent with City ordinances approved by City, Arklatex agrees to donate the ROW necessary for the reconstruction of West Park Blvd as set forth in Exhibit "B" and made a part hereof; and further to grant a utility easement (the "Easement") necessary for the Project as set forth in Exhibit "C" attached and made a part hereof.

2. Arklatex agrees to: (a) execute a Right-of-Way in favor of City; (b) execute a Utility Easement in favor of City; and (c) relocate the billboard currently on the Project site.

II. APPROVALS

3. Arklatex shall be required to obtain any and all local, county, state and other governmental approvals necessary to relocate the billboard. Any approvals needed from City will be submitted and approved under City's ordinances and normal and customary practice.

III. REIMBURSEMENT

4. Arklatex shall be entitled to reimbursement for the cost and expense associated with the removal and relocation of the current billboard incurred by Arklatex (the "Reimbursable Expenses") up to a maximum reimbursement of Forty-Seven Thousand Four Hundred and No/Dollars ($47,400.00) (the "Reimbursable Cap"). Arklatex shall be responsible for all costs associated with any changes or upgrades to the billboard, or costs expended, but not approved by City.

5. City shall reimburse Arklatex for the costs incurred in removal and relocation of the current billboard only after the following conditions have been met:

(a) The billboard, as well as any attachments thereto, has been completely removed from the Project property and relocated to a separate site; and

(b) Arklatex has provided a full and complete accounting to City of the costs incurred in relocating the billboard and City has verified all costs

incurred are in accordance with this Agreement, and the dates such costs were incurred; and

(c) Arklatex has provided a release executed by each supplier, contractor, and subcontractor, if any, stating they have been paid in full by Arklatex.

6. This Agreement is intended to cover only the Project set forth in this Agreement and Exhibits attached thereto.

7. Upon fulfillment of all the conditions set forth in this Agreement, City agrees to reimburse Arklatex for the approved expenses incurred by Arklatex in removal and relocation of the billboard from the Project site in an amount not to exceed the Reimbursable Cap.

IV. WARRANTIES/GUARANTEES

8. Arklatex makes the following warranties and representation to City as a material inducement to the execution of this Agreement:

a. Arklatex is authorized to enter into this Agreement to carry out its obligations hereunder and has authorized its signatory on the last page of this Agreement to sign and execute the document on behalf of Arklatex.

V. DEFAULT

9. In the event that either party fails to perform its duties and obligations under this Agreement after ten (10) days written notice, then there shall be an event of default and the aggrieved party shall have the rights as set forth in article VI of this Agreement; provided that if the failure to perform is of such nature that it cannot reasonably be cured in ten (10) days, then there shall be no default so long as the party is making a diligent and good faith effort to correct the deficiency.

VI. DISPUTE RESOLUTION

10. If a dispute arises between the parties relating to rights, duties, or obligations arising out of the Contract, the parties agree to the following dispute resolution procedures:

Attachment: 2025-044 ATTH 01-WestPark-ArklaTex-City-ReimbursementAgreement-signed-01162025 (4454 : 2025-044 RES West Park

(a) A meeting shall be held promptly between the parties or their designated representatives to attempt in good faith to informally negotiate a resolution of the dispute. Such negotiations may include one or both parties securing legal counsel or consultants who may participate in the negotiation.

(b) If an agreeable resolution is not reached within thirty days after the above meeting, either party may terminate this Agreement upon giving ten days' notice to the other party.

VII. NOTICES

11. Any and all notices required pursuant to the terms of this Agreement shall be sent to the following:

As to City:

City of Texarkana, Texas
Attn: Dusty, Henslee, Assistant City Manager/Director of Public Works
Address: 220 Texas Blvd.
Texarkana, Texas 75501
Phone: (903) 798-3953
Email:dustin.henslee@texarkanatexas.gov

Copy to:

Jo Thomason
Atchley, Russell, Waldrop & Hlavinka
1730 Galleria Oaks
Texarkana, Texas 75503
903-792-8246
Email: jthomason@arwhlaw.com

As to Arklatex:

Arklatex Real Estate, LP
Attn: Keith Orr
Address: 3211 McKnight Crossing
Texarkana, Texas 75503
Phone: 903-791-2802
Email: zxorr@icloud.com

Attachment: 2025-044 ATTH 01-WestPark-ArklaTex-City-ReimbursementAgreement-signed-01162025 (4454 : 2025-044 RES West Park

12. All notices, demands or communications required in accordance with the terms of this Agreement, shall be sent by registered or certified mail, return receipt requested, by nationally recognized overnight courier service, or by email delivery receipt attached. Notice shall be effective five days after deposit in the mail, upon delivery to the courier service, or upon receipt of email delivery notice. The notices shall be sent to the addresses set forth above unless otherwise designated, in writing, by the parties.

VIII. ASSIGNMENT

13. Arklatex shall not assign its rights, duties, and obligations under this Agreement to anyone without City's written consent, which shall be at City's sole discretion. The obligations of Arklatex hereunder shall be binding on all successors and assigns and shall run with the land. Nothing in this section shall limit or prohibit Arklatex from contracting with third parties to perform the relocation of the billboard.

IX. TERM AND TERMINATION

14. The term of this Agreement shall commence upon its execution and shall terminate upon the occurrence of one the following events, whichever is earlier:

(a) Arklatex completes the relocation of the billboard, has executed all documents referenced in this Agreement, and Arklatex has received reimbursement for all approved Reimbursable Expenses, with such Reimbursable Expenses being less than the Reimbursable Cap;

(b) City has paid Arklatex the Reimbursable Cap; or

(c) Either party has terminated this Agreement under the terms set forth therein.

X. MISCELLANEOUS PROVISIONS

15. Governing Law. The terms and conditions of this Agreement shall be governed and construed in accordance with the laws of the State of Texas. Venue for this Agreement shall be in Bowie County, Texas, the place of performance.

16. Headings. The article headings contained in this Agreement are for reference only and for the convenience of the parties. They shall not be deemed to constitute a part of this Agreement nor shall they alter, modify, or supersede the contents of any of the provisions themselves.

Attachment: 2025-044 ATTH 01-WestPark-ArklaTex-City-ReimbursementAgreement-signed-01162025 (4454 : 2025-044 RES West Park

17. Severability. If any of the provisions of this Agreement are deemed invalid, void, or illegal, then the provisions so affected shall be deleted from this Agreement. All remaining provisions shall remain in full force and effect.

18. Further Assurances. Arklatex and City agree that each will take any action including but not limited to the execution of any documentation, which may be reasonably necessary to effectuate the intent of the parties as set forth in this Agreement.

19. Authorization. Arklatex and City further agree and represent that the parties executing this Agreement each have been duly authorized to execute this Agreement and have the requisite authority to execute this Agreement, and be bound thereby.

IN WITNESS WHEREOF, the parties have executed this Reimbursement Agreement on the dates indicated below.

CITY OF TEXARKANA, TEXAS

By: Dr. David Orr, City Manager

Date: 1/16, 2025

ARKLATEX REAL ESTATE, LP

By: Keith Orr

Date: 1-13, 2025

Attachment: 2025-044 ATTH 01-WestPark-ArklaTex-City-ReimbursementAgreement-signed-01162025 (4454 : 2025-044 RES West Park

EXHIBIT "A"
PROJECT PLANS

Attachment: 2025-044 ATTH 01-WestPark-ArklaTex-City-ReimbursementAgreement-signed-01162025 (4454 : 2025-044 RES West Park

EXHIBIT "B"
RIGHT OF WAY

Attachment: 2025-044 ATTH 01-WestPark-ArklaTex-City-ReimbursementAgreement-signed-01162025 (4454 : 2025-044 RES West Park

2025-00000404 EASE Total Pages: 3

City of Texarkana
Bowie County, Texas
West Park Boulevard
Arklatex Real Estate, LP

RIGHT-OF-WAY

THE STATE OF TEXAS }
} **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BOWIE }

That ARKLATEX REAL ESTATE, LP, a Texas Limited Partnership, acting by and through its duly authorized officer, of the County of Bowie, State of Texas, hereinafter referred to as Grantor, for and in consideration of the sum of One ($1.00) Dollar, hereby acknowledges, and for which no lien is retained, either expressed or implied, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the CITY OF TEXARKANA, TEXAS, a municipal corporation, whose address is P.O. Box 1967, Texarkana, Bowie County, Texas, receipt of which is hereby acknowledged, Right-of-Way for the construction of a proposed street project, along, upon and across the property located in the County of Bowie, State of Texas, more particularly described below and depicted in Exhibit "1" which is attached hereto and incorporated herein for any and all purposes.

And for the same consideration described above and upon the same conditions the Grantor has this day granted and conveyed and by these presents does grant and convey unto the CITY OF TEXARKANA, TEXAS, any and all improvements presently existing upon the property described below and in said Exhibit "1".

In connection with the Right-of-Way, Grantor grants a temporary construction easement of thirty feet outside of said right-of-way limits as depicted in Exhibit "1". Said temporary construction easement will be for the purpose of facilitating the construction of the Right-of-Way improvements. Said temporary construction easement shall include the right to remove any improvements, grade, fill, stabilization of the soil, prevention of erosion, and the restoration the Grantor's property to a similar condition that existed prior to the Grantee's entry. The temporary construction easement shall expire upon completion of construction of the improvements.

TO HAVE AND TO HOLD unto the CITY OF TEXARKANA, TEXAS, as aforesaid, for the purposes and on the conditions set for the hereinabove, the premises described below and as shown in said Exhibit "1."

PROPERTY DESCRIPTION:

TRACT 1
3818.02 Sq. Ft.
0.088 Acres
Bowie County, Texas

Attachment: 2025-044 ATTH 01-WestPark-ArklaTex-City-ReimbursementAgreement-signed-01162025 (4454 : 2025-044 RES West Park

All that certain lot, tract or parcel of land lying and situated in the George Brinlee Headright Survey, Abstract 18, Bowie County, Texas, being a part of that certain tract of land described as Lot No. 1B of the Re-plat of Lots No. 1 and 2 of the Arklatex Realty Subdivision according to the plat recorded in Volume 6148, Page 297 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod (control monument), found for a corner, the Southwest corner of the said Lot No. 1B, the Southeast corner of Lot No. 1 of Waggoner Creek Crossing Three according to the plat recorded in Document No. 2021-00010600, and filed in Plat Cabinet D, Sleeve 101, of the Real Property Records of Bowie County, Texas, and lying in the North right-of-way line of Guss Orr Drive;

THENCE North 03 degrees 17 minutes 24 seconds West (basis of bearings) a distance of 65.38 feet along the West line of the said Lot No. 1B and the East line of the said Lot No. 1 to a 1/2 inch steel rod capped MTG ENG, set for a corner, at the beginning of a curve to the left, said corner bears North 03 degrees 17 minutes 24 seconds West a distance of 726.81 feet to a 1/2 inch steel pipe (control monument), found for a corner at an angle point in the West line of the said Lot No. 1B and in the East line of the said Lot No. 1;

THENCE in a Northeasterly direction along the arc of the said circular curve a distance of 133.29 feet, with a delta angle of 18 degrees 11 minutes 00 seconds, a radius of 420.00 feet, a chord bearing of North 77 degrees 41 minutes 16 seconds East, and a chord distance of 132.73 feet to a 1/2 inch steel rod, capped MTG ENG, set for a corner, lying in the South line of the said Lot No. 1B and the North right-of-way line of the said Guss Orr Drive;

THENCE South 53 degrees 23 minutes 00 seconds West a distance of 156.89 feet along the South line of the said Lot 1B and the North right-of-way line of the said Guss Orr Drive to the point of beginning and containing 0.088 acres of land, at the time of this survey.

This Right-of-Way shall not expire.

IN WITNESS WHEREOF, this instrument is executed on this the 13th day of January, 2025

ARKLATEX REAL ESTATE, LP,
A Texas Limited Partnership

By: _____
Keith Orr, Member

Attachment: 2025-044 ATTH 01-WestPark-ArklaTex-City-ReimbursementAgreement-signed-01162025 (4454 : 2025-044 RES West Park

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THE STATE OF TEXAS }
}
COUNTY OF BOWIE }

This instrument was acknowledged before me on this the 13th day of January, 2025 by Keith Orr, who stated that he was a Member of Arklatex Real Estate, LP, a Texas Limited Partnership, and was duly authorized in his capacity to sign on behalf of Arklatex Real Estate, LP.

NATALIE DENISE WELLBORN
My Notary ID # 125757359
Expires July 11, 2026

Natalie Denise Wellborn
Notary Public, State of Texas
Printed Name: Natalie Denise Wellborn
My Commission Expires: 7-11-2026

****

After recording return to:
City Secretary
City of Texarkana
P.O. Box 1967
Texarkana, TX 75504

THE STATE OF TEXAS
COUNTY OF BOWIE

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Bowie County, Texas.

2025-00000404 EASE
01/15/2025 02:09:24 PM Total Fees: $33.00

Tina Petty, County Clerk
Bowie County, Texas

Attachment: 2025-044 ATTH 01-WestPark-ArklaTex-City-ReimbursementAgreement-signed-01162025 (4454 : 2025-044 RES West Park

EXHIBIT "C"
UTILITY EASEMENT

Attachment: 2025-044 ATTH 01-WestPark-ArklaTex-City-ReimbursementAgreement-signed-01162025 (4454 : 2025-044 RES West Park

2025-00000405 EASE Total Pages: 6

AFTER RECORDING RETURN TO:

City Secretary
CITY OF TEXARKANA
P. O. Box 1967
Texarkana, Texas 75504

UTILITY EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BOWIE

ARKLATEX REAL ESTATE, LP, a Texas Limited Partnership, Owner ("Grantor"), for and in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration to Grantor in hand paid by the ***CITY OF TEXARKANA***, a Texas municipal corporation ("City"), the receipt and sufficiency of which are hereby acknowledged, does hereby GIVE, GRANT, and CONVEY unto City a non-exclusive easement and right to construct, reconstruct, and maintain utility improvements and all necessary appurtenances thereto (the "Facilities") in, on, under, over and across the following described property, and as shown in said Exhibit "1":

Utility Easement – Tract 2
1963.81 Sq. Ft.
0.045 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the George Brinlee Headright Survey, Abstract 18, Bowie County, Texas, being a part of that certain tract of land described as Lot No. 1B of the Re-plat of Lots No. 1 and 2 of the Arklatex Realty Subdivision according to the plat recorded in Volume 6148, Page 297 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch steel rod (control monument), found for a corner, the Southwest corner of the said Lot No. 1B, the Southeast corner of the said Lot No. 1 of Waggoner Creek Crossing Three according to the plat recorded in Document No. 2021-00010600, and filed in Plat Cabinet D, Sleeve 101 of the Real Property Records of Bowie County, Texas, and lying in the North right-of-way line of Guss Orr Drive;

Attachment: 2025-044 ATTH 01-WestPark-ArklaTex-City-ReimbursementAgreement-signed-01162025 (4454 : 2025-044 RES West Park

THENCE North 03 degrees 17 minutes 24 seconds West, basis of bearings, a distance of 65.38 feet along the East line of the said Lot No. 1 and the West line of the said Lot No. 1B to a 1/2 inch steel rod, capped MTG ENG set for a corner, the POINT OF BEGINNING of the herein described tract of land;

THENCE North 03 degrees 17 minutes 24 seconds West a distance of 15.00 feet along the West line of the said Lot No. 1B and the East line of the said Lot No. 1 to a point for a corner, at the beginning of a curve to the left, said corner bears North 03 degrees 17 minutes 24 seconds West a distance of 711.81 feet to a 1/2 inch steel pipe (control monument), found for a corner, at an angle point in the West line of the said Lot No. 1B and the East line of the said Lot No. 1;

THENCE in a Northeasterly direction along the arc of the said circular curve a distance of 128.55 feet, with a delta angle of 18 degrees 11 minutes 10 seconds, a radius of 405.00 feet, a chord bearing of North 77 degrees 41 minutes 20 seconds East, and a chord distance of 128.01 feet to a point for a corner, at the end of the said circular curve;

THENCE South 21 degrees 24 minutes 15 seconds East a distance of 15.00 feet across and through the said Lot No. 1B to a 1/2 inch steel rod, capped MTG ENG set for a corner, at the beginning of a curve to the right, lying in the Sout line of the said Lot No. 1B and the North right-of-way line of the said Guss Orr Drive;

THENCE in a Southwesterly direction along the arc of the said circular curve a distance of 133.29 feet, with a delta angle of 18 degrees 11 minutes 00 seconds, a radius of 420.00 feet, a chord bearing of South 77 degrees 41 minutes 16 seconds West, and a chord distance of 132.73 feet to the point of beginning and containing 0.045 acres of land, at the time of this survey.

Grantor retains all rights to the Easement Property, provided that the Grantor's exercise of such rights does not interfere with the City's rights under this easement. Grantor agrees not to interfere with the City's ability to use or maintain the Facilities: "interference" includes, but is not limited to, physically modifying the Easement Property such as altering topography; installing fences, structures, rockeries, walls or other like improvements; planting of difficult to restore landscaping; or piling or storage of dirt, trash, garbage, debris or other materials. Grantor shall, upon receipt of written notice from the City, remove interference from the Easement Property which prevents proper use of the Easement Property for the purposes intended herein. Or, City may remove interference within the easement at Grantor's expense. Grantor may request that City give permission to Grantor to physically modify the Easement Property or place

Attachment: 2025-044 ATTH 01-WestPark-ArklaTex-City-ReimbursementAgreement-signed-01162025 (4454 : 2025-044 RES West Park

improvements on the Easement Property which are compatible with the use of the easement and Facilities; Grantor's request and City's permission, if any, shall be in writing.

The City, its successors and assigns, shall have, and it is hereby granted, the right of ingress and egress over that portion of the servient estate as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the City for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the easement granted herein.

City reserves the right to terminate or abandon the easement granted herein.

TO HAVE AND TO HOLD the Easement Property unto the City for the purposes herein set forth, Grantor hereby binds itself and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend the easement and rights granted herein unto City, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

WITNESS THE GRANTOR'S HAND this 13th day of January, 2025

ARKLATEX REAL ESTATE, LP,
A Texas Limited Partnership

By: _____
Keith Orr, Member

Attachment: 2025-044 ATTH 01-WestPark-ArklaTex-City-ReimbursementAgreement-signed-01162025 (4454 : 2025-044 RES West Park

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THE STATE OF TEXAS }
}
COUNTY OF BOWIE }

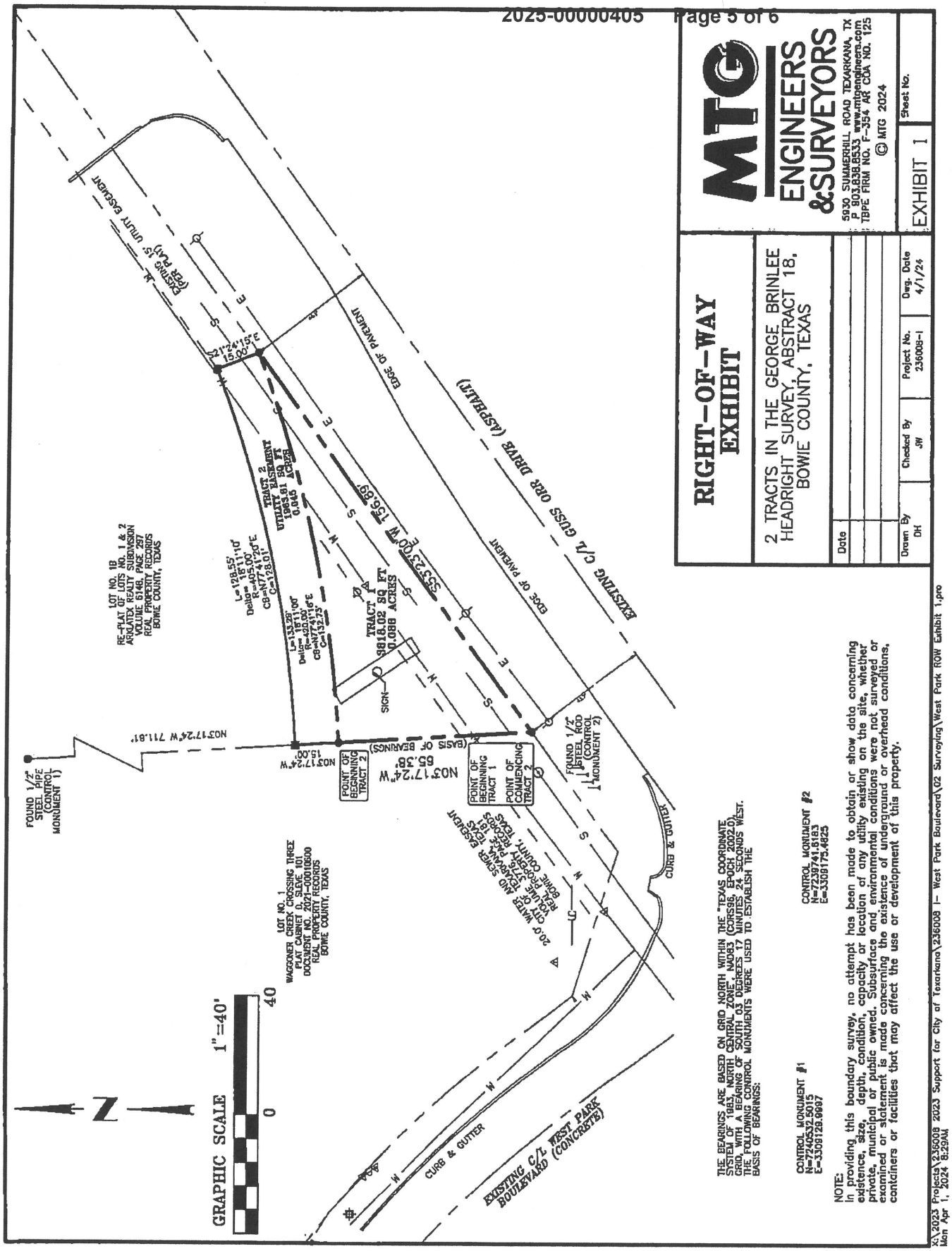
This instrument was acknowledged before me on this the 13th day of January, 2025 by Keith Orr, who stated that he was a Member of Arklatex Real Estate, LP, a Texas Limited Partnership, and was duly authorized in his capacity to sign on behalf of Arklatex Real Estate, LP.

NATALIE DENISE WELLBORN
My Notary ID # 125757359
Expires July 11, 2026

Notary Public, State of Texas
Printed Name: Natalie Denise Wellborn
My Commission Expires: 7-11-2026

****

Attachment: 2025-044 ATTH 01-WestPark-ArklaTex-City-ReimbursementAgreement-signed-01162025 (4454 : 2025-044 RES West Park



Attachment: 2025-044 ATTH 01-WestPark-ArklaTex-City-ReimbursementAgreement-signed-01162025 (4454 : 2025-044 RES West Park

THE STATE OF TEXAS

COUNTY OF BOWIE

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Bowie County, Texas.

2025-00000405 EASE
01/15/2025 02:09:24 PM Total Fees: $41.00

Tina Petty, County Clerk
Bowie County, Texas

Attachment: 2025-044 ATTH 01-WestPark-ArklaTex-City-ReimbursementAgreement-signed-01162025 (4454 : 2025-044 RES West Park

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 4/8/2025 9:33 AM

Lead Department: City Secretary **Action Officer:** Angie Clinton, Admin Coordinator

Subject: Resolution No. 2025-045 approving the Texarkana Airport Executive Director to sign documents necessary to renew the $3 million line of credit with Farmers Bank for three (3) years.

Briefing: 4/14/2025 **Public Hearing:** **Council Vote:** 4/14/2025

Item Schedule

Updates/History of Briefing:

N/A

Executive Summary and Background Information:

A resolution of the city council of the city of Texarkana, Texas, approving the Texarkana Airport Executive Director to sign a renewal agreement with Farmer's Bank for a $3 million line of credit for 3 years at 4.8%. The line of credit limit has been previously approved by the City Council.

Potential Options:

- Approve
- Deny

Fiscal Implications:

$0

Staff Recommendation:

Staff recommends for approval.

Advisory Board/Committee Review:

Board/Committee Recommendation:

NA

Advisory Board/Committee Meeting Date and Minutes:

NA

Attachments

a. 2025-045 RES Airport - Line of Credit (DOCX)
b. 2025-045 ATTH 01 Brd Reso Line of Credit (PDF)
c. 2025-045 Goals & Perspectives (DOCX)

Staff Coordination

City Secretary	Angie Clinton	Department Head Review	Completed 04/02/2025 10:13 AM

City Manager 12:10 PM	David Orr	City Manager Review	Completed	04/02/2025
City Manager 7:46 AM	David Orr	City Manager Review	Completed	04/10/2025
City Council 6:00 PM	Jennifer Evans	Meeting	Pending	04/14/2025

Meeting History

RESOLUTION NO. 2025 - 045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE TEXARKANA AIRPORT EXECUTIVE DIRECTOR TO SIGN DOCUMENTS NECESSARY TO RENEW THE $3 MILLION LINE OF CREDIT WITH FARMERS BANK FOR THREE (3) YEARS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texarkana Regional Airport Authority was formed under Arkansas Code § 14-361-101 to be jointly owned by the cities of Texarkana, Arkansas, and Texarkana, Texas, and is entrusted with the power to operate and regulate the airport; and

WHEREAS, Section 6-31 of the Texarkana Arkansas City Code and Section 4-25 of the Texarkana Texas City Code allow the authority to plan, develop, construct, enlarge, improve, maintain, equip, operate, regulate, protect and police the airport; and,

WHEREAS, a line of credit is necessary to hold capital improvement costs that will be reimbursed during the close out phase of state and federal grants; and,

WHEREAS, Farmers Bank has provided, in the past, a $3 million line of credit which matured on September 9, 2024; and,

WHEREAS, Farmers Bank provided a 90-day extension to provide time to close out the previous line of credit; and,

WHEREAS, Farmers Bank is offering a $3 million line of credit at a rate of 4.8% for a 3-year period beginning at its execution date.

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

SECTION 1: The City of Texarkana, Texas, approves the Texarkana Airport Executive Director signing an agreement with Farmers Bank renewing the $3 million line of credit for a 3-year period at a 4.8% interest rate.

PASSED AND APPROVED in Regular Council Session on this the **14th day of April, 2025**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2025-045 RES Airport - Line of Credit (4466 : 2025-045 RES Airport - Line of Credit)

2025-045 ATTH 01

TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 032725A
A RESOLUTION APPROVING THE EXECUTIVE DIRECTOR TO SIGN DOCUMENTS NECESSARY TO RENEW THE $3 MILLION LINE OF CREDIT WITH FARMER'S BANK FOR 5-YEARS

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, the Airport Authority is entrusted with the power to operate, and regulate the airport; 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, a line of credit is necessary to hold capital improvement costs that will be reimbursed during the close out phase of State and Federal grants; and,

WHEREAS, Farmer's Bank has provided in the past a $3 million line of credit which matured on September 9, 2024; and,

WHEREAS, Farmer's Bank provided a 90-day extension to provide time to close out the previous line of credit; and,

WHEREAS, Farmer's Bank is offering a $3 million line of credit at a rate of 4.8% for a 5-year period beginning at its execution date;

NOW, THEREFORE, BE IT RESOLVED BY THE TEXARKANA AIRPORT AUTHORITY THAT:

SECTION 1. The Texarkana Regional Airport Authority Approves the Executive Director signing an agreement with Farmer's Bank renewing the $3 million line of credit for a 5-year period at a 4.8% interest rate.

Adopted this 27th day of March 2025

ATTEST

Ferdinand P Mehrlich III, Director

SIGNED

Airport Authority Chair

TEXARKANA AIRPORT AUTHORITY TEXARKANA, ARK.-TEX.

Attachment: 2025-045 ATTH 01 Brd Reso Line of Credit (4466 : 2025-045 RES Airport - Line of Credit)

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:			

Attachment: 2025-045 Goals & Perspectives (4466 : 2025-045 RES Airport - Line of Credit)

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 4/10/2025 11:13 AM

Lead Department: Water Utilities **Action Officer:** Michelle Warren,

Subject: Resolution No. 2025-051 authorizing the City Manager to execute a contract for the South Wake Village Road Sewer Improvements Project in an amount not to exceed $485,690.20. Funds are available, in the amount of $485,690.20, in the TWU 2024-2025 budget Texas Capital Improvement Fund.

Briefing: 4/14/2025 **Public Hearing:** **Council Vote:** 4/14/2025

Item Schedule

Schedule 1: Brief twice - vote once (six weeks)

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

Bids were received Tuesday, March 25, 2025, for the South Wake Village Road Sewer Improvements Project. Three (3) contractors bid on the project. Rorie Stone Construction of Texarkana, Texas was the apparent low bidder with a low Base Bid of S485,690.20. This project consists of installing approximately 1,556 feet of sewer mains, nine manholes, one lift station, 2,300 feet of 4" force main, and appurtenant utility improvements.

Potential Options:

- None

Fiscal Implications:

Funds are available in the Utility's 2024-2025 Budget in the Texas Capital Improvement Fund at $485,690.20.

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. 2025-051 RES South Wake Village Road Sewer Improvement Project (DOCX)
b. 2025-051 ATTH 01 Bid Summary 1 (DOCX)
c. 2025-051 ATTH 02 TWU_S WV Road Sewer_Bid Tab (PDF)
d. 2025-051 Goals & Perspectives (DOCX)

Staff Coordination

Water Utilities	Gary Smith	Department Head Review	Completed	04/03/2025 10:09 AM
TWU Administration	Kenny Icenhower	Review	Completed	04/03/2025 11:02 AM
TWU Finance	Tricia Briggs	TWU Finance Review	Completed	04/03/2025 11:05 AM
City Manager	Chiquita Burks	City Manager Review	Skipped	04/07/2025 9:48 AM
Public Works Department		Dusty Henslee	Review	Completed 04/07/2025 11:14 AM
City Council	Jennifer Evans	Meeting	Pending	04/14/2025 6:00 PM

Meeting History

RESOLUTION NO. 2025-051

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID AND EXECUTE A CONTRACT WITH RORIE STONE CONSTRUCTION OF TEXARKANA, TEXAS, IN AN AMOUNT NOT TO EXCEED $485,690.20, FOR THE SOUTH WAKE VILLAGE ROAD SEWER IMPROVEMENTS PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on March 25, 2025, three (3) bids were received, a copy of which is attached hereto as **ATTH 02**, by Texarkana Water Utilities for the South Wake Village Road Sewer Improvement Project; and

WHEREAS, the project will consist of installing 1,556 feet of sewer mains, nine manholes, one lift station, 2,300 feet of four-inch (4") force main, and related appurtenances; and

WHEREAS, the lowest and best bid by a responsible vendor for this project was submitted by Rorie Stone Construction of Texarkana, Texas, a copy of which is attached hereto as **ATTH 02** in an amount not to exceed $485,690.20; and

WHEREAS, funds are available in the Texarkana Water Utilities 2024-2025 budget in the Texas Capital Improvement Fund in the amount of $485,690.20.

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

SECTION 1: The lowest and best bid by a responsible vendor, submitted by Rorie Stone Construction of Texarkana, Texas, a copy of which is attached hereto as **ATTH 02** be and is hereby approved in an amount not to exceed $485,690.20 for the installation of 1,556 feet of sewer mains, nine manholes, one lift station, 2,300 feet of four-inch (4") force main, and related appurtenances for the South Wake Village Road Sewer Improvements Project.

SECTION 2: The City Manager be and is authorized to contract with Rorie Stone Construction of Texarkana, Texas, for the above-described services.

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 **14th day of April, 2025**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2025-051 RES South Wake Village Road Sewer Improvement Project (4476 : 2025-051 RES South Wake Village Road Sewer

Bid Summary

South Wake Village Road
Sewer Improvements

Tuesday, March 25, 2025, 2:00 P.M.

		Base Bid
1.	Rorie Stone Construction Texarkana, Texas	$485,690.20
2.	RBIS, LLC Texarkana, Arkansas	$694,829.70
3.	Wicker Construction Shreveport, Louisiana	$845,719.30

Time First Bid Opened:	2:00 P.M
Number of Bidders:	3
Apparent Low Bidder:	Rorie Stone Construction

Attachment: 2025-051 ATTH 01 Bid Summary 1 (4476 : 2025-051 RES South Wake Village Road Sewer Improvements Project)

TEXARKANA WATER UTILITIES
South Wake Village Road Sewer Improvements
Bid Summary

MTG Project No. 236057

				RORIE STONE CONSTRUCTION		RBIS, LLC		WICKER CONSTRUCTION	
BASE BID									
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	27.68	STA	PREPARING ROW	$90.32	$2,500.00	$1,065.00	$29,479.20	$350.00	$9,688.00
2	1	LS	MOBILIZATION	$11,500.00	$11,500.00	$29,500.00	$29,500.00	$42,000.00	$42,000.00
3	1	LS	BARRICADES, SIGNS AND TRAFFIC HANDLING	$5,000.00	$5,000.00	$5,900.00	$5,900.00	$2,500.00	$2,500.00
4	1	LS	EROSION CONTROL	$5,000.00	$5,000.00	$5,900.00	$5,900.00	$1,500.00	$1,500.00
5	906.8	LF	8" SEWER MAIN (OPEN CUT) (SDR-26)	$52.00	$47,153.60	$80.00	$72,544.00	$108.00	$97,934.40
6	36	LF	8" SEWER MAIN (OPEN CUT) (D.I.P.)	$70.00	$2,520.00	$143.00	$5,148.00	$169.00	$6,084.00
7	521.7	LF	10" SEWER MAIN (OPEN CUT) (SDR-26)	$45.00	$23,476.50	$90.00	$46,953.00	$112.00	$58,430.40
8	92	LF	10" SEWER MAIN (OPEN CUT) (D.I.P.)	$88.00	$8,096.00	$190.00	$17,480.00	$265.00	$24,380.00
9	9	EA	MANHOLE (SEWER)	$3,500.00	$31,500.00	$6,800.00	$61,200.00	$3,435.00	$30,915.00
10	14.5	VF	EXTRA VERTICAL DEPTH	$144.00	$2,088.00	$340.00	$4,930.00	$225.00	$3,262.50
11	3	EA	SEWER SERVICE (SHORT) (4")	$450.00	$1,350.00	$850.00	$2,550.00	$800.00	$2,400.00
12	1	EA	2" AIR/VACUUM RELEASE VALVE	$5,536.00	$5,536.00	$6,000.00	$6,000.00	$5,500.00	$5,500.00
13	1	LS	200 GPM DUPLEX LIFT STATION	$112,162.50	$112,162.50	$144,500.00	$144,500.00	$117,000.00	$117,000.00
14	1	LA	ELECTRICAL SERVICE W/SERVICE POLE, METER LOOP, SECURITY LIGHT AND OTHER RELATED ITEMS	$32,000.00	$32,000.00	$23,600.00	$23,600.00	$73,750.00	$73,750.00
15	1	EA	DIESEL GENERATOR	$53,150.00	$53,150.00	$114,000.00	$114,000.00	$85,000.00	$85,000.00
16	1	LS	SCADA SYSTEM	$9,925.60	$9,925.60	$13,000.00	$13,000.00	$7,000.00	$7,000.00
17	16	SY	REINFORCED CONCRETE PAD (5")	$168.75	$2,700.00	$260.00	$4,160.00	$450.00	$7,200.00
18	1	EA	6' DIAMETER WETWELL	$38,600.00	$38,600.00	$32,000.00	$32,000.00	$25,700.00	$25,700.00
19	61	LF	SECURITY FENCE W/12" DOUBLE SWING GATE	$160.00	$9,760.00	$220.00	$13,420.00	$75.00	$4,575.00
20	84	SY	ALL WEATHER ACCESS DRIVE (TY D, GRADE 1-2, 8")	$60.00	$5,040.00	$45.00	$3,780.00	$185.00	$15,540.00
21	26	LF	18" RCP (CLASS III)	$65.00	$1,690.00	$125.00	$3,250.00	$150.00	$3,900.00
22	6.2	SY	ASPHALT REPAIR	$175.00	$1,085.00	$460.00	$2,852.00	$250.00	$1,550.00
23	1,951	LF	4" FORCE MAIN (OPEN CUT) (HDPE) (DR 9)	$22.00	$42,922.00	$12.00	$23,412.00	$75.00	$146,325.00
24	346	EA	4" FORCE MAIN (BORE) (HDPE) (DR 9)	$35.00	$12,110.00	$29.00	$10,034.00	$135.00	$46,710.00
25	1	LS	ABANDON EXISTING LIFT STATION (SOUTH WAKE VILLAGE ROAD)	$4,500.00	$4,500.00	$4,425.00	$4,425.00	$16,500.00	$16,500.00
26	1	LS	SALVAGE EXISTING LIFT STATION (ROSE ACRES ROAD)	$3,000.00	$3,000.00	$2,650.00	$2,650.00	$2,500.00	$2,500.00
27	3,075	SY	SEEDING FOR EROSION CONTROL	$1.00	$3,075.00	$1.50	$4,612.50	$1.00	$3,075.00
28	2,300	LF	EXCAVATING, SHORING AND TRENCH SAFETY (UTILITY LINES)	$2.50	$5,750.00	$2.00	$4,600.00	$1.00	$2,300.00
29	1	EA	EXCAVATING, SHORING AND TRENCH SAFETY (LIFT STATION)	$2,500.00	$2,500.00	$2,950.00	$2,950.00	$2,500.00	$2,500.00
TOTAL AMOUNT - BASE BID - Items 1 through 29					**$485,690.20**		**$694,829.70**		**$845,719.30**

Attachment: 2025-051 ATTH 02 TWU_S WV Road Sewer_Bid Tab (4476 : 2025-051 RES South Wake Village

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:

Attachment: 2025-051 Goals & Perspectives (4476 : 2025-051 RES South Wake Village Road Sewer Improvements Project)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 3/31/2025 10:31 AM

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary

Subject: Resolution No. 2025-047 urging congressional support for Red River Army Depot.

Briefing: 4/14/2025 **Public Hearing:** **Council Vote:** 4/14/2025

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This resolution urges congressional support for the Red River Amy Depot (RRAD), as it plays a critical role in national defense by providing maintenance, repair, and overhaul of tactical military vehicles and equipment for the U.S. Army, other military branches, and foreign Military Sales.

With the loss or reduction of RRAD's operations, it would weaken military readiness by reducing access to vital repair and maintenance capabilities; and would have devasting consequences for thousands of employees, families, and businesses dependent on its continued success.

Potential Options:

- To accept this resolution as presented
- To not accept this resolution as presented

Fiscal Implications:

None related to supporting this resolution.

Staff Recommendation:

Staff recommends adoption of this resolution.

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. 2025-047 RES RRAD Support (DOCX)
b. 2025-047 Goals & Perspectives (DOCX)

Staff Coordination

City Manager	Jennifer Evans 03/28/2025 4:08 PM	Department Head Review	Completed	
City Manager	David Orr	City Manager Review	Completed	03/31/2025 8:14 AM
City Council	Jennifer Evans	Meeting	Pending	04/14/2025 6:00 PM

Meeting History

RESOLUTION NO. 2025–047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, URGING CONGRESSIONAL SUPPORT FOR RED RIVER ARMY DEPOT (RRAD); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Red River Army Depot (RRAD) plays a critical role in national defense by providing maintenance, repair, and overhaul of tactical military vehicles and equipment for the U.S. Army, other military branches, and Foreign Military Sales (FMS); and

WHEREAS, most federal government entities rely on annual congressional appropriations, RRAD is financially self-sustaining by generating revenue from its customers rather than taxpayer funding and is not contributing to the national debt; and

WHEREAS, RRAD operates as a business, adjusting its workforce according to customer demand while ensuring fiscal responsibility and efficiency in supporting warfighters with operationally ready equipment; and

WHEREAS, RRAD is a key economic driver for the Texarkana region and beyond, supporting jobs and economic activity across Texas, Arkansas, Louisiana, and Oklahoma, with an estimated $1.6 billion annual economic impact, according to the Texas Comptroller's Office; and

WHEREAS, recent discussions at the federal level regarding government-wide spending reductions, a Reduction in Force (RIF), or potential Base Realignment and Closure (BRAC) could jeopardize RRAD's operations, jobs, and regional economic stability; and

WHEREAS, the loss or reduction of RRAD's operations would weaken military readiness by reducing access to vital repair and maintenance capabilities; and would have devastating consequences for thousands of employees, families, and businesses dependent on its continued success; and

WHEREAS, the City of Texarkana, Texas, strongly supports maintaining and expanding RRAD's operations to preserve national security, protect regional jobs, and sustain economic development.

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

SECTION 1: The City of Texarkana, Texas, ("the City") strongly urges Congress and the U.S. Department of Defense (DoD) to recognize the strategic and economic importance of RRAD and to oppose any measures that would lead to its downsizing or closure through a Reduction in Force (RIF) or Base Realignment and Closure (BRAC).

Attachment: 2025-047 RES RRAD Support (4473 : 2025-047 RES Support for RRAD)

SECTION 2: The City calls upon Texas, Arkansas, Louisiana, and Oklahoma congressional delegations to advocate for policies that protect RRAD's mission and workforce.

SECTION 3: The City encourages the U.S. Department of Defense to leverage RRAD's self-sustaining model as an efficient and cost-effective military asset that enhances readiness without additional taxpayer burden.

SECTION 4: The City Council directs the City Manager to distribute copies of this resolution to federal and state representatives, the U.S. Department of Defense, and other relevant stakeholders.

PASSED AND APPROVED in Regular Council Session on this the **14th day of April, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMEN, MAYOR

Attachment: 2025-047 RES RRAD Support (4473 : 2025-047 RES Support for RRAD)

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:			

Attachment: 2025-047 Goals & Perspectives (4473 : 2025-047 RES Support for RRAD)

City of Texarkana, Texas

Version: B

Briefing Sheet

Update Date: 4/10/2025 11:26 AM

Lead Department: Water Utilities **Action Officer:** Michelle Warren,

Subject: Resolution No. 2025-050 authorizing the City Manager to execute a contract with Mead and Hunt, Inc. of Arlington, Texas, to update the Technically Based Local Limits for the South Regional, North Texarkana, and Waggoner Creek WWTPs, for the Cities of Texarkana, Texas, and Texarkana, Arkansas, in an amount not to exceed $213,364.00, with the Texas portion not to exceed $139,760.73, with funds available in the TWU 2024-2025 budget Texas Capital Improvement Fund.

Briefing: 4/14/2025 **Public Hearing:** **Council Vote:** 4/14/2025

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Consider resolution authorizing the City Manager to enter into a contract with Mead and Hunt, Inc. to update the Technically Based Local Limits (TBLL) for the South Regional, North Texarkana, and Waggoner Creek Wastewater Treatment Plants (WWTP's) in an amount not to exceed $213,364 with the Texas portion of the project not to exceed $139,760.73. Texarkana Water Utilities annually advertises a request for statements of qualifications (SOQ) and performance data for engineering, architectural, land surveying, geographic information system and related services and did so this fiscal year on January 13, 2025. Firms submitting in the prior year were given the chance to renew their statement of qualification from the previous year's request and new firms were invited to submit. Thirteen (13) firms responded to the request for annual statements. Eight (8) engineering, two (2) engineering/architectural, one (1) surveying, one (1) energy/water & sewer consultant, and one (1) geographic information system responded to this year's annual request. Mead and Hunt, Inc. were chosen from this group. Technically Based Local Limits are developed to protect our WWTP's from certain pollutants that could cause interference with the wastewater treatment, damage to the wastewater plant, or pass through which could impact the water supply of a downstream user. TBLL's are developed locally based upon known pollutants in our area and State and Federal Regulations. The intent is to limit the amount of these pollutants entering the wastewater plant to a level that can be safely managed and treated by the wastewater plant. TBLLs apply to our industrial users (IU) and it is the responsibility of the IU to ensure that their wastewater discharge does not exceed the calculated TBLL's. The current TBLL's for our three wastewater plants were developed over 30 years ago, they are obsolete and do not truly reflect current conditions. By updating the TBLLs to the current conditions we will more

effectively protect our wastewater plants, the public health, and make Texarkana, Arkansas, and Texarkana, Texas more attractive to industries considering relocating to our area. Utility staff believe Mead and Hunt, Inc. to be the best suited to perform this work of those submitting SOQ's. Engineering staff have reviewed the engineering fees and have determined that they are within the acceptable engineering fee range for this project.

Potential Options:

- None

Fiscal Implications:

Funds are available in the Utility's 2024-2025 Budget in the Texas Capital Improvement Fund.

Staff Recommendation:

The Utility staff recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2025-050 RES Technically Based Local Limits (DOCX)
b. 2025-050 ATTH 01 SR NT Agreement (PDF)
c. 2025-050 ATTH 02 WC Agreement (PDF)
d. 2025-050 Goals & Perspectives (DOCX)

Staff Coordination

Water Utilities	Gary Smith	Department Head Review	Completed	04/03/2025 8:45 AM
TWU Administration	Kenny Icenhower	Review	Completed	04/03/2025 8:59 AM
Water Utilities	Michelle Warren	Water Utilities Review	Skipped	04/03/2025 8:41 AM
TWU Finance	Tricia Briggs	TWU Finance Review	Completed	04/03/2025 9:02 AM
City Manager	Chiquita Burks	City Manager Review	Skipped	04/07/2025 11:01 AM
Public Works Department	Dusty Henslee	Review	Completed	04/07/2025 11:16 AM

City of Texarkana, Texas

City Council 6:00 PM	Jennifer Evans	Meeting	Pending	04/14/2025

Meeting History

RESOLUTION NO. 2025-050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MEAD AND HUNT, INC. OF ARLINGTON, TEXAS, TO UPDATE THE TECHNICALLY BASED LOCAL LIMITS FOR THE SOUTH REGIONAL, NORTH TEXARKANA, AND WAGGONER CREEK WASTEWATER TREATMENT PLANTS (WWTPS), FOR THE CITIES OF TEXARKANA, TEXAS, AND TEXARKANA, ARKANSAS, IN AN AMOUNT NOT TO EXCEED $213,364.00, OF WHICH THE TEXARKANA, TEXAS, PORTION WILL BE IN AN AMOUNT NOT TO EXCEED $139,760.73; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the existing Technically Based Local Limits for the South Regional, North Texarkana, and Waggoner Creek Wastewater Treatment Plants (WWTPs) are over 30 years old and require updating; and

WHEREAS, the procurement of engineering services needed to update the Technically Based Local Limits for the South Regional, North Texarkana, and Waggoner Creek WWTPs is governed by the provisions of Texas Government Code Chapter 2254 "Professional and Consulting Services;" and

WHEREAS, in keeping with the engineering services selection requirements, the Texarkana Water Utilities Department (TWU) published a request for statements of qualifications and demonstrated competence performance data for engineering services, in response to which ten (10) engineering firms responded; and

WHEREAS, TWU staff considered the qualifications of those responding in terms of exhibited skills, training and experience in dealing with projects of similar complexity and the demonstrated competence shown in having satisfactorily completed similar projects in terms of scope and difficulty. Based on those considerations, TWU staff found that Mead and Hunt, Inc. of Arlington, Texas, is most highly qualified to provide the necessary engineering services for this project; and

WHEREAS, Mead and Hunt, Inc. has proposed a fee of $213,364.00 with the Texas portion of the project not to exceed $139,760.73 for engineering services necessary for the update of the Technically Based Local Limits for the South Regional, North Texarkana, and Waggoner Creek WWTPs for the Cities of Texarkana, Texas, and Texarkana, Arkansas; and

WHEREAS, funds are currently budgeted in the Texarkana Water Utilities 2024-2025 budget in the Texas Capital Improvement Fund in the amount of $139,760.73.

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

SECTION 1: That Mead and Hunt, Inc. of Arlington, Texas, being an engineering firm capable

Attachment: 2025-050 RES Technically Based Local Limits (4474 : 2025-050 RES Technically Based Local Limits)

of updating the Technically Based Local Limits for the South Regional, North Texarkana, and Waggoner Creek WWTPs, for the Cities of Texarkana, Texas, and Texarkana, Arkansas, be contracted to provide engineering services in an amount not to exceed $213,364.00 with the Texarkana, Texas, portion not to exceed $139,760.73.

SECTION 2: The City Manager be and is authorized to contract with Mead and Hunt, Inc. of Arlington, Texas, for the above-described services.

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 **14th day of April, 2025.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2025-050 RES Technically Based Local Limits (4474 : 2025-050 RES Technically Based Local Limits)

February 18, 2025

David Waldroup
Texarkana Water Utility
312 w. 4th Street
Texarkana, TX 75501

Subject: Technically Based Local Limits Development
for the South Regional Wastewater Treatment Facility and North Texarkana Wastewater Treatment Facility

Dear David Waldroup:

Mead and Hunt, Inc., (Mead & Hunt) is pleased to submit this proposal to provide regulatory services for the above-referenced project.

Project Understanding

Our proposal is based on meetings conducted and services requested from the Texarkana Water Utilities (TWU) staff regarding establishing discharge limits for industrial users that are protective of the South Regional Wastewater Treatment Facility's and North Texarkana Wastewater Treatment Facility's biological treatment processes, receiving streams, and sludge quality.

Mead & Hunt's Scope of Services

After receipt of authorization to proceed, Mead & Hunt shall conduct the Scope of Work presented in Attachment A.

Responsibilities of TEXARKANA WATER UTILITIES

Our Scope of Work and Compensation are based on TWU performing or providing the following:

- Designated representatives with complete authority to transmit instructions and information, receive information, interpret policy, define decisions, and certify requests submitted to the regulatory agency.
- Access to the project site.
- Available data, drawings, and information related to the project.
- Review of reports within a timely manner after receipt.
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.

Attachment: 2025-050 ATTH 01 SR NT Agreement (4474 : 2025-050 RES Technically Based Local Limits)

Work Not Included in the Scope of Services

The following items are excluded from this agreement and will be provided by TWU or provided by Mead & Hunt as an Additional Service only as authorized by TWU:

- Develop industry specific discharge limits for pollutant not identified as a pollutant of concern and pollutants not common to all industrial users.
- Assist with preparing for and/or attending meetings with City Council.
- Assist with preparation of educational material or meeting with industrial users or the public.
- Conduct sampling in Texarkana and providing analytical services.
- Prepare for and attend more than the number of meetings specified as Basic Services in the Scope of Work.

Project Schedule

The schedule of this project is dependent on activities conducted by the Client and the Texas Commission on Environmental Quality. Therefore, the schedule is uncertain. Within two weeks of receiving authorization to proceed a list of information will be provided to the Client. A anticipated schedule for the project that is agreeable to the Client and M&H will be discussed at the kickoff meeting.

Compensation

The work described under the Scope of Services will be performed on a lump-sum basis. TWU will pay Mead & Hunt $ 70,872.00 as engineering fees for the work performed for the tasks described in Attachment B for the South Regional Wastewater Treatment Facility and $ 71,620.00 as engineering fees for the work performed for the North Texarkana Wastewater Treatment Facility as describe in Attachment C, which are a part of this contract. Mead & Hunt will submit monthly invoices to Client based on the percentage of work completed.

Attachment: 2025-050 ATTH 01 SR NT Agreement (4474 : 2025-050 RES Technically Based Local Limits)

Authorization

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of TWU and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the agreement attached as Attachment D, hereto.

We appreciate the opportunity to submit this proposal to TWU.

Respectfully submitted,

MEAD AND HUNT, INC.

By: _____
Author/Submitter

Name: _____

Title: _____

Date: _____

Approved by: MEAD AND HUNT, INC.

By: _____
Authorized Reviewer

Name: _____

Title: _____

Date: _____

Attachment(s)

Accepted by: CITY OF TEXARKANA, TEXAS

By: _____
CITY MANAGER

Name: _____

Title: _____

Date: _____

CITY OF TEXARKANA, ARKANSAS

By: _____
CITY MANAGER

Name: _____

Title: _____

Date: _____

Attachment: 2025-050 ATTH 01 SR NT Agreement (4474 : 2025-050 RES Technically Based Local Limits)

© 2025 Mead & Hunt, Inc.

Attachment A. Scope of Work

Attachment: 2025-050 ATTH 01 SR NT Agreement (4474 : 2025-050 RES Technically Based Local Limits)

ATTACHMENT A
DEVELOPMENT OF TECHNICALLY BASED LOCAL LIMITS FOR THE SOUTH REGIONAL AND NORTH TEXARKANA WASTEWATER TREATMENT FACILITIES
SCOPE OF WORK

Following is a Scope of Work for the development of technically based local limits (TBLLs) for the South Regional Wastewater Treatment Facility and North Texarkana Wastewater Treatment Facility (Facilities), which are owned by the City of Texarkana, Texas and City of Texarkana, Arkansas (Client). The objective of the proposed study is to develop TBLLs that meet the requirements of the Texas Commission on Environmental Quality (TCEQ) and are protective of the wastewater treatment facility and environment. This Scope of Work identifies basic services that will be provided by Mead & Hunt (M&H) to achieve the objectives of the study and a budget.

BASIC SERVICES

The basic tasks that M&H will conduct for this project are described below.

Task 1. – Notify the Texas Commission on Environmental Quality

In accordance with the TCEQ Pretreatment Team policy, M&H will prepare for and conduct a meeting to notify the Team of a TBLL study that will result in modifications to the pretreatment program for the South Regional Wastewater Treatment Plant. The objectives of the study and proposed activities that are anticipated will be presented to TCEQ staff.

Task 2. – Review Background Information

The second task in this project is to gather and review of information that is already available for the Client's wastewater treatment plant and pretreatment program. M&H will gather and evaluate historical data for influent, effluent, and domestic source samples for the Facilities. The evaluation will include all pollutants listed in Sec. 42-111(c) of Texarkana, TX Code of Ordinances.

Task 3. - Review SIU records to determine wastewater characteristics.

The records for the Client's significant industrial users (SIUs) will be reviewed. Compliance monitoring data will be reviewed to identify typical discharge quality and flows contributed to the system.

Task 4. - Evaluate site-specific conditions.

Conditions specific to the Facilities will be identified and evaluated. M&H will request design calculations and engineering report for the existing treatment processes. Process flow schematics and general descriptions of the wastewater treatment plants will be prepared. The receiving streams and applicable

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water quality criteria will also be identified. The need to identify total dissolved solids (TDS) as a POC will be evaluated for the North Texarkana Wastewater Treatment Facility to determine if TDS warrants further evaluation.

Task 5. - Compile and finalize list of Pollutants of Concern.

Based on information obtained in Tasks 2 – 4 and EPA requirements, the list of Pollutants of Concern (POC) will be compiled and finalized. The POCs will be the pollutants that will be evaluated further for potential TBLL development.

Task 6. - Develop a Sampling and Analysis Plan.

A Sampling and Analysis Plan (Plan) will be developed to obtain additional information required to calculate TBLLs. The plan will identify the POCs and rationale for selecting the pollutants. The Plan will also specify sampling locations, frequency of sample collection, and data quality objectives for the study.

Task 7. - Submit Sampling and Analysis Plan to City for review, make appropriate edits, and submit the plan to TCEQ for review and approval.

M&H will submit the Plan to the City for review. Appropriate edits will be incorporated. In accordance with TCEQ policy the Plan will be submitted to TCEQ for review to verify all required elements are addressed.

Task 8. - Assist with TCEQ review of Sampling and Analysis Plan. Includes preparing for and attending one virtual meeting with City and State staff.

M&H will work with the TCEQ Pretreatment Team to obtain approval of the Plan. A meeting to discuss TCEQ comments will be conducted. Any deficiency to the Plan that is identified by TCQ will be addressed.

Task 9. - Assist with implementation of Sampling and Analysis Plan.

The Client is responsible for implementing the Plan. M&H will be available for consultation to the Client by phone while the Plan is implemented.

Task 10. - Compile data and confirm data meet quality objectives.

The data obtained in the prior activities will be compiled and reviewed. The chain of custody forms and laboratory reports will be reviewed for completeness and verify that the data quality objectives are achieved. The analytical data will be tabulated.

Task 11. - Calculate Maximum Allowable Headworks Loading and Maximum Allowable Industrial Loading for each Pollutant of Concern. Develop strategy for allocating Maximum Allowable Industrial Loadings.

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TBLLs will be calculated using the maximum allowable headworks loading (MAHL) method, which is described in the EPA guidance document *Development of Local Limits*, July 2004. This task involves calculating MAHLs for each POC, developing strategy for allocating the MAHLs to determine allowable industrial loads and determining TBLLs.

Task 12. - Draft Final Technically Based Local Limits Report.

A draft TBLL report will be prepared by M&H that documents the procedures and data used to develop the TBLLs. The report will include the results of the sampling and analyses, rationale for all decisions, and the recommended TBLLs.

Task 13. - Submit Technically Based Local Limits Report to City for review, make appropriate edits, and submit the plan to TCEQ for review and approval.

A copy of the draft report in .pdf format will be submitted electronically to the Client for review. A final draft report will be prepared that incorporates appropriate revisions based on comments received from the Client. A final draft report that is suitable for submission to TCEQ will be prepared.

Task 14. - Assist with TCEQ review of Technically Based Local Limits Report. Includes preparing for and attending one virtual meeting with City and State staff.

M&H will work with the TCEQ Pretreatment Team to obtain approval of the proposed TBLLs. Prior to receiving official written comments to the report, a conference call will be conducted to discuss discrepancies between the TCEQ and M&H calculations. M&H will evaluate TCEQ's comments and make the appropriate revisions to report that support defensible TBLLs.

Task 15. - Assist with modifying program documents to incorporate updated Technically Based Local Limits and prepare documents for substantial modification submittal to TCEQ.

M&H will assist the Client modify the Pretreatment Program documents necessary to incorporate the revised TBLLs. It is anticipated the documents that will require modifications are the ordinance, standard operating procedures, and permit template.

Task 16. - Prepare for and attend kickoff meeting and progress meetings. Includes 6 progress meetings.

This task involves preparing for and attending one meeting in Texarkana and up to 6 virtual progress meetings. The initial meeting will be held in Texarkana to serve as a project kick-off meeting. The purpose of the first meeting is to obtain available background information, and to present to the Client the objectives, activities, and anticipated schedule for the project. Meetings to discuss the draft Plan, draft TBLLs, TBLL calculation report, and project status will be conducted virtually.

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Attachment B. Fee Calculations

South Regional Wastewater Treatment Facility

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Texarkana Water Utilities

Pretreatment Program Assistance

Assist with Technically Based Local Limit Redevelopment

South Regional Wastewater Treatment Facility

Labor Summary		Labor Category & Projected Hours						Labor
Task	Description	Principal-in-Charge	Sr. Process Engineer	Sr. Reg. Specialist	Project Manager	Senior Engineer	Environmental Scientist	Subtotal
1	Prepare for and conduct notification of modification meeting with Texas Commission on Environmental Quality (TCEQ) Pretreatment Team.			2	2			$ 930
2	Gather and evaluate historical data for influent, effluent, and domestic source samples for South Regional WWTFs. The evaluation will include all pollutants listed in Sec. 42-111(c) of Texarkana, TX Code of Ordinances.		20	4	12	20	12	$ 15,868
3	Review SIU records to determine wastewater characteristics.		2	2	4	2	2	$ 2,740
4	Evaluate site-specific conditions.		1	2	2	1	2	$ 1,809
5	Compile and finalize list of Pollutants of Concern.	0.5	1	1	1	1	1	$ 1,295
6	Develop a Sampling and Analysis Plan.	0.5	2	6	24	2	10	$ 9,692
7	Submit Sampling and Analysis Plan to City for review, make appropriate edits, and submit the plan to TCEQ for review and approval.			1	3	1	2	$ 1,498
8	Assist with TCEQ review of Sampling and Analysis Plan. Includes preparing for and attending one virtual meeting with City and State staff.		1	2	4		8	$ 3,148
9	Assist with implementation of Sampling and Analysis Plan.			1	4		1	$ 1,299
10	Compile data and confirm data meet quality objectives.			2	8		6	$ 3,354
11	Calculate Maximum Allowable Headworks Loading and Maximum Allowable Industrial Loading for each Pollutant of Concern. Develop strategy for allocating Maximum Allllowable Industrial Loadings.			8	16		6	$ 6,574
12	Draft Final Technically Based Local Limits Report.	0.5		12	20	2	12	$ 10,158
13	Submit Technically Based Local Limits Report to City for review, make appropriate edits, and submit the plan to TCEQ for review and approval.			1	3	1	2	$ 1,498
14	Assist with TCEQ review of Technically Based Local Limits Report. Includes preparing for and attending one virtual meeting with City and State staff.		1	1	4		3	$ 1,953
15	Assist with modifying program documents to incorporate updated Technically Based Local Limits, and prepare documents for substantial modification submittal to TCEQ.			1	6		3	$ 2,107
16	Prepare for and attend kickoff meeting and progress meetings. Includes 6 progress meetings.		2	5	12	2	8	$ 6,344
	Total Hours	***1.5***	***30***	***51***	***125***	***32***	***78***	***318***
	Hourly Rate	$ 280	$ 276	$ 250	$ 215	$ 225	$ 189	
	Labor Subtotal	$420	$8,280	$12,750	$26,875	$7,200	$14,742	$70,267

Expense Summary		
	Estimated Direct Expenses:	
	Mileage & Expenses	$ 550
	Printing & Reproduction	$ -
	Postage, Delivery, & Courier Charges	$ -
	Other	$ -
	Subtotal Direct Expenses	$ 550
	Service Charge for Outside Direct Expenses	$ 55

Notes:
The fees presented in this proposal are based on concurrent TBLL Studies for the South Regional and Waggoner WWTF.
Client to pay separately for any necessary analytical costs.
Additional Compensation Required for the following:
- Prepare for and attend more than two site visits/meetings in Texarkana.
- Prepare for and attend more than two virtual meetings with TCEQ.
- Provide assistance with or attend City Council meetings to proposed TBLLs obtain approval of updated ordinances.
- Prepare for and attend meetings with wholesale customers.
- Prepare or provide assistance with preparation of public/IU education materials.
- Provide on-site assistance with sampling.

Total Professional Services Fee **$ 70,872**

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Attachment C. Fee Calculations

North Texarkana Wastewater Treatment Facility

Texarkana Water Utilities

Pretreatment Program Assistance

Assist with Technically Based Local Limit Redevelopment

North Texarkana Wastewater Treatment Facility

Labor Summary		Labor Category & Projected Hours						Labor
TASK	Description	Principal-in-Charge	Sr. Process Engineer	Sr. Reg. Specialist	Project Manager	Senior Engineer	Environmental Scientist	Subtotal
1	Prepare for and conduct notification of modification meeting with Arkansas Department of Environment (ADEQ) Pretreatment Team.			4	4			$ 1,860
2	Gather and evaluate historical data for influent, effluent, and domestic source samples for North Texarkana WWTF. The evaluation will include all pollutants listed in Chapter 26, Article III of the Texarkana, AR Code of Ordinances and discharge permit (including total dissolved solids and sulfate).		20	4	12	24	24	$ 19,036
3	Review user information to determine wastewater characteristics.		2	4	4	2	2	$ 3,240
4	Evaluate site-specific conditions.		4	6	10	4	4	$ 6,410
5	Compile and finalize list of Pollutants of Concern.		2	2	2	2	2	$ 2,310
6	Develop a Sampling and Analysis Plan.		2	2	20	2	16	$ 8,826
9	Assist with implementation of Sampling and Analysis Plan.			2	4		2	$ 1,738
10	Compile data and confirm data meet quality objectives.			2	8		4	$ 2,976
11	Calculate Maximum Allowable Headworks Loading and Maximum Allowable Industrial Loading for each Pollutant of Concern. Develop strategy for allocating Maximum Allowable Industrial Loadings.			4	16		4	$ 5,196
12	Draft Final Technically Based Local Limits Report.			4	24	2	4	$ 7,366
13	Submit Technically Based Local Limits Report to City for review and make appropriate edits.			2	4	2	2	$ 2,188
15	Assist with modifying program documents to incorporate updated Technically Based Local Limits.			2	8		4	$ 2,976
16	Prepare for and attend kickoff meeting and progress meetings. Includes 6 progress meetings.		2	6	12	4	4	$ 6,288
	Total Hours	***0***	***32***	***44***	***128***	***42***	***72***	***318***
	Hourly Rate	$ 280	$ 276	$ 250	$ 215	$ 225	$ 189	
	Labor Subtotal	$0	$8,832	$11,000	$27,520	$9,450	$13,608	$70,410

Expense Summary			
	Estimated Direct Expenses:		
	Mileage & Expenses	$ 1,100	
	Printing & Reproduction	$ -	
	Postage, Delivery, & Courier Charges	$ -	
	Other	$ -	
	Subtotal Direct Expenses	$ 1,100	
	Service Charge for Outside Direct Expenses	$ 110	

Notes:

Client to pay separately for any necessary analytical costs.

Additional Compensation Required for the following:

- *Prepare for and attend more than two site visits/meetings in Texarkana.*
- *Assist with the submission and approval process of the TBLL report by AE&E.*
- *Provide assistance with or attend City Council meetings to proposed TBLLs obtain approval of updated ordinances.*
- *Prepare for and attend meetings with wholesale customers.*
- *Prepare for or provide assistance with preparation of public/IU education materials.*
- *Provide on-site assistance with sampling.*

Total Professional Services Fee	**$ 71,620**

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Attachment D. Terms and Conditions

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MEAD AND HUNT, INC.
MASTER PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

These Terms and Conditions of Agreement form the Agreement under which services are to be performed by Mead and Hunt, Inc. (hereinafter "Consultant") upon execution by the Client. The Scope of Work, Project Cost and Project Schedule sections of the subsequent Task Orders are incorporated by reference into these Terms and Conditions of Agreement and are part of the Agreement.

Article 1. Scope of Work

It is understood that the Scope of Work and the Project Schedule defined in the attached Task Order are based, in part, on the information provided by the Client. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Consultant to change the original Scope of Work established by the Task Order, a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Consultant as soon as practicable in accordance with Article 30 below. In the event that the Client and Consultant cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 10, Termination.

Consultant shall perform only the services specified in the Scope of Work portion of the Task Order or an amendment thereto as referenced above. Services provided by Consultant shall be subject to the provisions of this Agreement, including these Terms and Conditions of Agreement, any supplemental conditions incorporated herein, and any written amendments as referenced above. Consultant shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

Article 2. Fees, Billing and Payment

Unless otherwise limited in the Proposal, purchase order, or Task Order, Consultant's fee estimate is effective for thirty (30) days from the date of the Proposal. Thereafter, Consultant shall have the right to modify its fee estimate.

The fees stated in a Proposal, purchase order, or Task Order constitute an estimate of the tasks and fees required to perform the Scope of Work. The Scope of Work often cannot be fully defined during the initial planning stages of a project. As the Project progresses, facts uncovered may reveal a change in direction, which may alter the Scope of Work. If Client requests modifications or changes in the Scope of Work related to the Project, or if the during Project development the Scope of Work changes resulting in changes to the estimated tasks and fees required to perform the Scope of Work, then the time of performance of the services by Consultant and the fees associated therewith shall be revised and accepted in accordance with Article 30 before Consultant undertakes any additional work beyond the originally defined Scope of Work.

The Client recognizes that Consultant's fee estimate does not include potentially applicable sales and use taxes. Tax-exempt certificates are to be provided by the Client in connection with the acceptance of the

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Proposal or the applicable purchase order or work order. Taxes will be added to all invoices as applicable, unless/until a properly completed and valid tax-exemption form is received.

To the extent applicable, the Client recognizes meal costs will be charged based on per diem basis and construction managers and site engineers will charge hotel and meal costs on a per diem basis.

The Client recognizes that time is of the essence with respect to payment of Consultant's invoices, and that timely payment is a material part of the consideration of this Agreement.

Invoices will be submitted by Consultant monthly, and shall be due and payable within thirty (30) calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Consultant and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) days after receipt by Consultant of the aforementioned notice, the dispute shall be submitted to dispute resolution pursuant to Article 12, below.

Payment shall be made via electronic means (EFT/ACH) directly to Consultant. A remittance advice or payment notification to accountsreceivable@meadhunt.com is required. Where electronic means are not available or not feasible, payment shall be mailed to:

Mead and Hunt, Inc.
Attn: Accounts Receivable, Mead & Hunt
2440 Deming Way
Middleton, WI 53562

The Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute or resolved in favor of Client. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client.

Application of the percentage rate indicated above as a consequence of the Client's late payments does not constitute any willingness on Consultant's part to finance the Client's operation and no such willingness should be inferred.

If the Client fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 9, Suspension, or terminate this Agreement, as provided for in Article 10, Termination.

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Article 3. Confidentiality

Consultant and Client shall hold confidential all business or technical information marked as confidential or proprietary obtained from the other or its affiliates under this Agreement for a period of five (5) years after obtaining such information, and during that period shall not disclose such information without the other's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, regulation, ordinance, subpoena, court order or governmental request; or (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgement of the receiving party's counsel required to limit that party's liability, notify the other party in advance of disclosure. The confidential information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding anything to the contrary herein, one archive copy of confidential information or documents containing confidential information may be retained by legal counsel of receiving party for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute, regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty.

Article 4. Independent Contractor Relationship

The relationship between the Client and Consultant created under this Agreement is that of principal and independent contractor. Consultant shall serve as an independent contractor to the Client and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, irrespective of any assignability provisions, Consultant may retain subcontractors to perform services usually and customarily performed by subcontractors. Should Consultant determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from the Client.

Article 5. Standard of Care

Consultant will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

Article 6. Opinions on Cost

Consultant may be asked to provide opinions of probable Project or construction cost costs as part of the professional services under this Agreement. Consultant's opinions of cost are based on Consultant's

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experience and judgment. Provided, however, Consultant cannot and does not guarantee that construction proposals, bids or actual construction Project costs will not exceed estimates provided by Consultant. Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

Article 7. Timeliness of Performance

Consultant acknowledges that timely performance of its services is an important element of this Agreement. Consultant will put forth reasonable efforts to complete the work according to the schedule attached in the Task Order.

If Consultant discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed on revised schedule can be established.

Article 8. Force Majeure

Consultant shall not be considered in default because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of Consultant or its subcontractors, including but not restricted to, an act of God or of a public enemy, civil unrest, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, pandemic, epidemic or supplier delay. In the event Consultant has knowledge of any actual or potential delay, Consultant shall notify Client in writing of such cases of delay and their probable extent and, upon such notification, Consultant's performance obligations hereunder shall be suspended.

Article 9. Suspension

Upon fourteen (14) calendar days written notice to Consultant, the Client may suspend Consultant's work.

If payment of Consultant's invoices is not maintained on a thirty (30) calendar-day current basis by the Client, Consultant may, by fourteen (14) calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding forty-five (45) calendar days shall, at Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Consultant, and Consultant shall be compensated for services performed and charges incurred prior to the suspension date, regardless of the reason for the suspension.

Article 10. Termination

The Client or Consultant may terminate this Agreement with or without cause, and such termination shall be effective upon fourteen (14) days' written notice to the other party.

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Either party may also terminate this Agreement upon written notice to the other party in the event that the other party becomes insolvent files a petition in bankruptcy is adjudicated bankrupt has an assignee, referee, receiver or trustee appointed in any creditor action has a petition in bankruptcy filed against it which is not vacated within thirty (30) days or suffers any action analogous thereto.

In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, the Client shall within thirty (30) calendar days of termination remunerate Consultant for services rendered and costs reasonably incurred, in accordance with Consultant's fee schedule. Costs shall include those incurred up to the time of termination.

Article 11. Notice to Parties

All notices required or permitted under this Agreement shall be in writing and shall be made to the parties' below:

Consultant's Project Manager:
Heather Goins
6001 Interstate 20 W, Suite 219
Arlington, TX 76126
heather.goins@meadhunt.com

Client Project Manager:
David Waldroup
312 W. 4th St.
Texarkana, TX 75501
david.waldroup@txusa.org

For Notices made pursuant to Article 12:
Legal Department: Mead and Hunt, Inc.
6737 W Washington Street, Suite 3500
West Allis, WI 53214
Sonya.Simon@meadhunt.com

For Notices made pursuant to Article 12:
Client Legal Department (optional)
N/A
N/A
N/A

Article 12. Dispute Resolution

Client and Consultant shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. Client and Consultant agree to negotiate any dispute between them in good faith for a period of thirty (30) days following such notice. Client and Consultant may agree to submit any dispute to mediation, but such mediation shall not be required as a prerequisite to initiating a lawsuit to enforce this Agreement. Either party shall have the right to litigate the claim, dispute or other matter in question in any state or federal court in the State in which the Project is located. In connection therewith, each party agrees to submit to the jurisdiction of such court.

In the event that legal action is brought by either party against the other in the Courts (including action to enforce or interpret any aspect of this agreement), each party shall be responsible for its own legal costs.

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Client and Consultant agree to seek recourse only against each other as incorporated (or similar business entities) and not each other's officers, employees, directors or shareholders.

Article 13. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of the State in which the Project is located, without reference to conflicts of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts in the State in which the Project is located for any actions, suits or proceedings arising out of or relating to this Agreement.

Article 14. Indemnification

Subject to the limitations provided in Article 15, Consultant agrees to indemnify and hold harmless Client, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Consultant or Consultant's employees, agents or subcontractors in the performance of services under this Agreement; provided, however, Consultant will not be obligated to indemnify Client with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Client or Client's subcontractors, agents or employees.

Subject to the limitations provided in Article 15, Client agrees to indemnify and hold harmless Consultant, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Client or Client's subcontractors, employees or agents; provided, however, Client will not be obligated to indemnify Consultant with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Consultant or Consultant's agents, employees or subcontractors.

Article 15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DELAY OR LIQUIDATED DAMAGES, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND

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SUBCONTRACTORS, ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO $100,000 OR CONSULTANT'S FEE, WHICHEVER IS GREATER.

Article 16. Insurance

Consultant shall maintain the following insurance coverage during the time it is performing services hereunder. Consultant disclaims any duty to defend Client. Client agrees that it shall not tender the defense of any claim arising out of or related to this Agreement to Consultant.

A. Worker's Compensation:
of a form and in an amount as required by state law

B. Employer's Liability:
$1,000,000 each accident
$1,000,000 disease, each employee
$1,000,000 disease, policy limit

C. Automobile Liability (including all owned, hired and non-owned vehicles):
$1,000,000 each accident

D. Commercial General Liability (bodily injury and property damage — combined single limit):
$1,000,000 each incident
$2,000,000 annual aggregate

E. Errors and Omissions:
$5,000,000 each incident
$10,000,000 annual aggregate

Article 17. Review of Contractors Work

In the course of performing services under this Agreement, Consultant may be asked to review drawings, specifications, or pay applications from contractors engaged to perform work in connection with the project for which the Proposal is submitted or to observe such contractor's construction as it progresses. Any such review shall be limited to a review of the general conformance with the design concept of the project and the general compliance with information given in the contractor's documents and as may otherwise be noted by Consultant on such drawings and specifications. Such review shall in no way limit the liability of the contractor or be deemed an indication that Consultant has accepted or approved the drawings, specifications or work in any manner.

Article 18. Construction Means and Methods, Safety, and Conduct

Unless otherwise expressly stated in Consultant's Task Order, this Agreement shall not be construed as

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imposing upon or providing to Consultant the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.

Consultant shall be responsible for providing personal protective equipment and safety training for its own employees.

Client and Consultant understand their respective obligations to provide a respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age or other protected class status) will not be tolerated and will be addressed in a timely manner and in compliance with anti-harassment laws.

Article 19. Ownership and Use of Documents and Concepts

Client acknowledges that Consultant reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional services, not products.

Consultant will retain these Records for a period of three (3) years following completion of this Project. During this time, Consultant will reasonably make available these records to the Client.

Electronic files may contain viruses which can be inadvertently transmitted. It is the sole responsibility of Client to check for viruses before loading the files, and Client is solely responsible for intercepting and disabling any viruses which could be inadvertently transmitted with the electronic files. Client hereby agrees to indemnify and hold Consultant harmless against all claims of any nature resulting from viruses transmitted with the electronic files.

Consultant shall not be responsible for any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client. Consultant shall not be responsible for any reuse of the electronic data by Client or any other party for this Project, or any other Project without the prior express written consent of Consultant. Client shall defend, indemnify and hold completely harmless Consultant against any claims, damages or losses arising out of any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client or any reuse of the electronic data without prior express written consent of Consultant.

All documents, including the electronic files that are transferred by Consultant to Client, are Instruments of Service of Consultant created for this Project only, and are not intended to be deemed a sale of the files and data, and NO REPRESENTATION OR WARRANTY IS MADE, EITHER EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF THE FILES AND DATA OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

Copies of documents that may be relied upon by Client are limited to the originally released documents that

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contain signatures and seals of the professional employee(s) of Consultant. Any damages resulting from deviations from such originally released and signed or sealed electronic files will be at the Client's sole risk.

Consultant is not responsible for damages arising out of the use by the Client or the Client's agents of any Consultant data or report for any purpose other than its original purpose as defined in the Proposal.

While Client agrees that any patentable or copyrightable concepts developed by Consultant as a result of this Agreement shall remain the sole and exclusive property of Consultant, Client shall retain a right, without the right to grant sublicenses under any patents or copyrights of Consultant, to use any information or recommendations generated by Consultant during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from client the assets of Client relating to the information or recommendations generated by Consultant under this Agreement. Nothing in this Article 19 shall restrict Consultant from using any methods, techniques or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

Article 20. Subsurface Exploration

In those situations where Consultant performs subsurface exploration, the Client, to the extent of its knowledge, will furnish to Consultant information identifying the type and location of utilities and other human-made objects beneath the surface of the Project site. Consultant will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Consultant will furnish Client a plan indicating the locations intended for penetration. Consultant will not be responsible for damages arising out of contact with unidentified subsurface utilities or objects.

Article 21. Extent of Study

Client recognizes that actual environmental or geological conditions may vary from conditions encountered at locations where Consultant makes visual observations, obtains samples or performs other explorations as part of its services under this Agreement. Consultant's failure to discover potential environmental contamination, geological conditions or other conditions through appropriate techniques does not guarantee the absence of environmental contamination, geological conditions or other conditions at a site.

Article 22. Hazardous Substances

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated at the time this Agreement was made or when services performed by Consultant commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Consultant or its subcontractors on behalf of Client which contain hazardous substances including hazardous waste will be, after completion of testing and at Client's expense, either returned to Client, or using a manifest signed by Client as a generator, be transported to a location selected by Client for final disposal. Client shall pay all costs associated with the storage, transport

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and disposal of all such samples. Client agrees and recognizes that Consultant is acting as a bailee and at no time assumes title to any such samples or substances.

Consultant warrants that when making hazardous waste determinations on behalf of Client, Consultant will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Consultant, if requested by Client, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities (TSDFs) that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated by the Client. Client acknowledges that although Consultant may gather bids from various hazardous waste transporters or TSDFs, that Client has ultimately selected such transporter or TSDF. Client understands that Consultant has not conducted regulatory compliance audits on such transporters or TSDFs nor does Consultant make any other warranties or representations other than expressly written in this paragraph related to such transporters or TDSFs. Client acknowledges that Consultant at no time assumes title to waste generated from Client's facility or site.

Client acknowledges that Consultant has no responsibility as an operator, arranger, generator, treater, storer, transporter, disposer, emitter, discharger or releaser of hazardous substances, air or water pollutants or other contaminants found or identified in conjunction with work performed hereunder.

Article 23. Third Party Rights

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and Consultant. The services provided by Consultant hereunder are for the Client only.

Article 24. Assignment

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior consent of the other party except as provided in Article 4.

Article 25. Lien Notice

Consultant hereby notifies Client that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for construction on Client's land may have lien rights on Client's land and buildings if not paid.

Article 26. Waiver

No waiver by either party of any term or condition set forth herein or the breach by the other party of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

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Article 27. Headings

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

Article 28. Entire Agreement

The parties agree that this Agreement, together with the Task Orders and attachments as referenced or incorporated herein, represents the entire and integrated agreement between the Client and Consultant and supersedes all prior communications, negotiations, representations, quotations, offers or agreements, either written or oral between the parties hereto, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon either Party, other than by a written agreement signed by both the Client and Consultant. If additional documents represent the agreement of the parties, such documents must be itemized in Consultant's proposal. The parties agree that the provisions of these terms and conditions of this Agreement shall control over and govern as to any subsequent form or document signed by the Parties, such as Client's purchase orders, work orders, task orders, etc. and that such documents may be issued by Client to Consultant as a matter of convenience to the parties without altering any of the terms or provisions hereof.

Article 29. Severability

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

Article 30. Contract Amendments

Any amendments to the subsequent Task Orders or these Terms and Conditions of Agreement shall be executed by means of a written contract amendment, signed by the Client and Consultant. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

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February 18, 2025

David Waldroup
Texarkana Water Utility
312 w. 4th Street
Texarkana, TX 75501

Subject: Technically Based Local Limits Development
for the Waggoner Creek Wastewater Treatment Facility

Dear David Waldroup:

Mead and Hunt, Inc., (Mead & Hunt) is pleased to submit this proposal to provide regulatory services for the above-referenced project.

Project Understanding

Our proposal is based on meetings conducted and services requested from the Texarkana Water Utilities (TWU) staff regarding establishing discharge limits for industrial users that are protective of the Waggoner Creek Wastewater Treatment Facility's biological treatment processes, receiving streams, and sludge quality.

Mead & Hunt's Scope of Services

After receipt of authorization to proceed, Mead & Hunt shall conduct the Scope of Work presented in Attachment A.

Responsibilities of TEXARKANA WATER UTILITIES

Our Scope of Work and Compensation are based on TWU performing or providing the following:

- Designated representatives with complete authority to transmit instructions and information, receive information, interpret policy, define decisions, and certify requests submitted to the regulatory agency.
- Access to the project site.
- Available data, drawings, and information related to the project.
- Review of reports within a timely manner after receipt.
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.

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Work Not Included in the Scope of Services

The following items are excluded from this agreement and will be provided by TWU or provided by Mead & Hunt as an Additional Service only as authorized by TWU:

- Develop industry specific discharge limits for pollutant not identified as a pollutant of concern and pollutants not common to all industrial users.
- Assist with preparing for and/or attending meetings with City Council.
- Assist with preparation of educational material or meeting with industrial users or the public.
- Conduct sampling in Texarkana and providing analytical services.
- Prepare for and attend more than the number of meetings specified as Basic Services in the Scope of Work.

Project Schedule

The schedule of this project is dependent on activities conducted by the Client and the Texas Commission on Environmental Quality. Therefore, the schedule is uncertain. Within two weeks of receiving authorization to proceed a list of information will be provided to the Client. A anticipated schedule for the project that is agreeable to the Client and M&H will be discussed at the kickoff meeting.

Compensation

The work described under the Scope of Services will be performed on a lump-sum basis. TWU will pay Mead & Hunt $ 70,872.00 as engineering fees for the work performed under this contract, which are presented as Attachment B. Mead & Hunt will submit monthly invoices to Client based on the percentage of work completed.

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Authorization

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of TWU and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the agreement attached as Attachment C, hereto.

We appreciate the opportunity to submit this proposal to TWU.

Respectfully submitted,

MEAD AND HUNT, INC.

Approved by: MEAD AND HUNT, INC.

By: _____
Author/Submitter

By: _____
Authorized Reviewer

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment(s)

Accepted by: CITY OF TEXARKANA, TEXAS

By: _____
City Manager

Name: _____

Title: _____

Date: _____

Attachment: 2025-050 ATTH 02 WC Agreement (4474 : 2025-050 RES Technically Based Local Limits)

Attachment A. Scope of Work

Attachment: 2025-050 ATTH 02 WC Agreement (4474 : 2025-050 RES Technically Based Local Limits)

ATTACHMENT A
DEVELOPMENT OF TECHNICALLY BASED LOCAL LIMITS
FOR THE WAGGONER CREEK WASTEWATER TREATMENT FACILITY
SCOPE OF WORK

Following is a Scope of Work for the development of technically based local limits (TBLLs) for the Waggoner Creek Wastewater Treatment Facility, which is owned by the City of Texarkana (Client). The objective of the proposed study is to develop TBLLs that meet the requirements of the Texas Commission on Environmental Quality (TCEQ) and are protective of the wastewater treatment facility and environment. This Scope of Work identifies basic services that will be provided by Mead & Hunt (M&H) to achieve the objectives of the study and a budget.

BASIC SERVICES

The basic tasks that M&H will conduct for this project are described below.

Task 1. – Notify the Texas Commission on Environmental Quality

In accordance with the TCEQ Pretreatment Team policy, M&H will prepare for and conduct a meeting to notify the Team of a TBLL study that will result in modifications to the pretreatment program. The objectives of the study and proposed activities that are anticipated will be presented to TCEQ staff.

Task 2. – Review Background Information

The second task in this project is to gather and review of information that is already available for the Client's wastewater treatment plant and pretreatment program. M&H will gather and evaluate historical data for influent, effluent, and domestic source samples for the Waggoner Creek WWTF. The evaluation will include all pollutants listed in Sec. 42-111(c) of Texarkana, TX Code of Ordinances.

Task 3. - Review SIU records to determine wastewater characteristics.

The records for the Client's significant industrial users (SIUs) will be reviewed. Compliance monitoring data will be reviewed to identify typical discharge quality and flows contributed to the system.

Task 4. - Evaluate site-specific conditions.

Conditions specific to the Waggoner Creek WWTF will be identified and evaluated. M&H will request design calculations and engineering report for the existing treatment processes. A process flow schematic and general description of the wastewater treatment plant will be prepared. The receiving streams and applicable water quality criteria will also be identified.

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Task 5. - Compile and finalize list of Pollutants of Concern.

Based on information obtained in Tasks 2 – 4 and EPA requirements, the list of Pollutants of Concern (POC) will be compiled and finalized. The POCs will be the pollutants that will be evaluated further for potential TBLL development.

Task 6. - Develop a Sampling and Analysis Plan.

A Sampling and Analysis Plan (Plan) will be developed to obtain additional information required to calculate TBLLs. The plan will identify the POCs and rationale for selecting the pollutants. The plan will also specify sampling locations, frequency of sample collection, and data quality objectives for the study.

Task 7. - Submit Sampling and Analysis Plan to City for review, make appropriate edits, and submit the plan to TCEQ for review and approval.

M&H will submit the Plan to the City for review. Appropriate edits will be incorporated. In accordance with TCEQ policy the Plan will be submitted to TCEQ for review to verify all required elements are addressed.

Task 8. - Assist with TCEQ review of Sampling and Analysis Plan. Includes preparing for and attending one virtual meeting with City and State staff.

M&H will work with the TCEQ Pretreatment Team to obtain approval of the Plan. A meeting to discuss TCEQ comments will be conducted. Any deficiency to the Plan that is identified by TCQ will be addressed.

Task 9. - Assist with implementation of Sampling and Analysis Plan.

The Client is responsible for implementing the Plan. M&H will be available for consultation to the Client by phone while the Plan is implemented.

Task 10. - Compile data and confirm data meet quality objectives.

The data obtained in the prior activities will be compiled and reviewed. The chain of custody forms and laboratory reports will be reviewed for completeness and verify that the data quality objectives are achieved. The analytical data will be tabulated.

Task 11. - Calculate Maximum Allowable Headworks Loading and Maximum Allowable Industrial Loading for each Pollutant of Concern. Develop strategy for allocating Maximum Allowable Industrial Loadings.

TBLLs will be calculated using the maximum allowable headworks loading (MAHL) method, which is described in the EPA guidance document *Development of Local Limits*, July 2004. This task involves

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calculating MAHLs for each POC, developing strategy for allocating the MAHLs to determine allowable industrial loads and determining TBLLs.

Task 12. - Draft Final Technically Based Local Limits Report.

A draft TBLL report will be prepared by M&H that documents the procedures and data used to develop the TBLLs. The report will include the results of the sampling and analyses, rationale for all decisions, and the recommended TBLLs.

Task 13. - Submit Technically Based Local Limits Report to City for review, make appropriate edits, and submit the plan to TCEQ for review and approval.

A copy of the draft report in .pdf format will be submitted electronically to the Client for review. A final draft report will be prepared that incorporates appropriate revisions based on comments received from the Client. A final draft report that is suitable for submission to TCEQ will be prepared.

Task 14. - Assist with TCEQ review of Technically Based Local Limits Report. Includes preparing for and attending one virtual meeting with City and State staff.

M&H will work with the TCEQ Pretreatment Team to obtain approval of the proposed TBLLs. Prior to receiving official written comments to the report, a conference call will be conducted to discuss discrepancies between the TCEQ and M&H calculations. M&H will evaluate TCEQ's comments and make the appropriate revisions to report that support defensible TBLLs.

Task 15. - Assist with modifying program documents to incorporate updated Technically Based Local Limits and prepare documents for substantial modification submittal to TCEQ.

M&H will assist the Client modify the Pretreatment Program documents necessary to incorporate the revised TBLLs. It is anticipated the documents that will require modifications are the ordinance, standard operating procedures, and permit template.

Task 16. - Prepare for and attend kickoff meeting and progress meetings. Includes 6 progress meetings.

This task involves preparing for and attending one meeting in Texarkana and up to 6 virtual progress meetings. The initial meeting will be held in Texarkana to serve as a project kick-off meeting. The purpose of the first meeting is to obtain available background information, and to present to the Client the objectives, activities, and anticipated schedule for the project. Meetings to discuss the draft Plan, draft TBLLs, TBLL calculation report, and project status will be conducted virtually.

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Attachment B. Fee Calculations

Attachment B

Texarkana Water Utilities

Pretreatment Program Assistance

Assist with Technically Based Local Limit Redevelopment

Waggoner Creek Wastewater Treatment Facility

Labor Summary		Labor Category & Projected Hours						Labor
TASK	Description	Principal-in-Charge	Sr. Process Engineer	Sr. Reg. Specialist	Project Manager	Senior Engineer	Environmental Scientist	Subtotal
1	Prepare for and conduct notification of modification meeting with Texas Commission on Environmental Quality (TCEQ) Pretreatment Team.			2	2			$ 930
2	Gather and evaluate historical data for influent, effluent, and domestic source samples for Waggoner Creek WWTF. The evaluation will include all pollutants listed in Sec. 42-111(c) of Texarkana, TX Code of Ordinances.		20	4	12	20	12	$ 15,868
3	Review SIU records to determine wastewater characteristics.		2	2	4	2	2	$ 2,740
4	Evaluate site-specific conditions.		1	2	2	1	2	$ 1,809
5	Compile and finalize list of Pollutants of Concern.	0.5	1	1	1	1	1	$ 1,295
6	Develop a Sampling and Analysis Plan.	0.5	2	6	24	2	10	$ 9,692
7	Submit Sampling and Analysis Plan to City for review, make appropriate edits, and submit the plan to TCEQ for review and approval.			1	3	1	2	$ 1,498
8	Assist with TCEQ review of Sampling and Analysis Plan. Includes preparing for and attending one virtual meeting with City and State staff.		1	2	4		8	$ 3,148
9	Assist with implementation of Sampling and Analysis Plan.			1	4		1	$ 1,299
10	Compile data and confirm data meet quality objectives.			2	8		6	$ 3,354
11	Calculate Maximum Allowable Headworks Loading and Maximum Allowable Industrial Loading for each Pollutant of Concern. Develop strategy for allocating Maximum Alllowable Industrial Loadings.			8	16		6	$ 6,574
12	Draft Final Technically Based Local Limits Report.	0.5		12	20	2	12	$ 10,158
13	Submit Technically Based Local Limits Report to City for review, make appropriate edits, and submit the plan to TCEQ for review and approval.			1	3	1	2	$ 1,498
14	Assist with TCEQ review of Technically Based Local Limits Report. Includes preparing for and attending one virtual meeting with City and State staff.		1	1	4		3	$ 1,953
15	Assist with modifying program documents to incorporate updated Technically Based Local Limits, and prepare documents for substantial modification submittal to TCEQ.			1	6		3	$ 2,107
16	Prepare for and attend kickoff meeting and progress meetings. Includes 6 progress meetings.		2	5	12	2	8	$ 6,344
	Total Hours	***1.5***	***30***	***51***	***125***	***32***	***78***	***318***
	Hourly Rate	$ 280	$ 276	$ 250	$ 215	$ 225	$ 189	
	Labor Subtotal	$420	$8,280	$12,750	$26,875	$7,200	$14,742	$70,267

Expense Summary		
Estimated Direct Expenses:		
Mileage & Expenses	$ 550	
Printing & Reproduction	$ -	
Postage, Delivery, & Courier Charges	$ -	
Other	$ -	
Subtotal Direct Expenses	$ 550	
Service Charge for Outside Direct Expenses	$ 55	

Notes:
The fees presented in this proposal are based on concurrent TBLL Studies for the South Regional and Waggoner WWTF.
Client to pay separately for any necessary analytical costs.
Additional Compensation Required for the following:
- Prepare for and attend more than two site visits/meetings in Texarkana.
- Prepare for and attend more than two virtual meetings with TCEQ.
- Provide assistance with or attend City Council meetings to proposed TBLLs obtain approval of updated ordinances.
- Prepare for and attend meetings with wholesale customers.
- Prepare or provide assistance with preparation of public/IU education materials.
- Provide on-site assistance with sampling.

Total Professional Services Fee **$ 70,872**

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Attachment C. Terms and Conditions

MEAD AND HUNT, INC.
MASTER PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

These Terms and Conditions of Agreement form the Agreement under which services are to be performed by Mead and Hunt, Inc. (hereinafter "Consultant") upon execution by the Client. The Scope of Work, Project Cost and Project Schedule sections of the subsequent Task Orders are incorporated by reference into these Terms and Conditions of Agreement and are part of the Agreement.

Article 1. Scope of Work

It is understood that the Scope of Work and the Project Schedule defined in the attached Task Order are based, in part, on the information provided by the Client. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Consultant to change the original Scope of Work established by the Task Order, a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Consultant as soon as practicable in accordance with Article 30 below. In the event that the Client and Consultant cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 10, Termination.

Consultant shall perform only the services specified in the Scope of Work portion of the Task Order or an amendment thereto as referenced above. Services provided by Consultant shall be subject to the provisions of this Agreement, including these Terms and Conditions of Agreement, any supplemental conditions incorporated herein, and any written amendments as referenced above. Consultant shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

Article 2. Fees, Billing and Payment

Unless otherwise limited in the Proposal, purchase order, or Task Order, Consultant's fee estimate is effective for thirty (30) days from the date of the Proposal. Thereafter, Consultant shall have the right to modify its fee estimate.

The fees stated in a Proposal, purchase order, or Task Order constitute an estimate of the tasks and fees required to perform the Scope of Work. The Scope of Work often cannot be fully defined during the initial planning stages of a project. As the Project progresses, facts uncovered may reveal a change in direction, which may alter the Scope of Work. If Client requests modifications or changes in the Scope of Work related to the Project, or if the during Project development the Scope of Work changes resulting in changes to the estimated tasks and fees required to perform the Scope of Work, then the time of performance of the services by Consultant and the fees associated therewith shall be revised and accepted in accordance with Article 30 before Consultant undertakes any additional work beyond the originally defined Scope of Work.

The Client recognizes that Consultant's fee estimate does not include potentially applicable sales and use taxes. Tax-exempt certificates are to be provided by the Client in connection with the acceptance of the

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Proposal or the applicable purchase order or work order. Taxes will be added to all invoices as applicable, unless/until a properly completed and valid tax-exemption form is received.

To the extent applicable, the Client recognizes meal costs will be charged based on per diem basis and construction managers and site engineers will charge hotel and meal costs on a per diem basis.

The Client recognizes that time is of the essence with respect to payment of Consultant's invoices, and that timely payment is a material part of the consideration of this Agreement.

Invoices will be submitted by Consultant monthly, and shall be due and payable within thirty (30) calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Consultant and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) days after receipt by Consultant of the aforementioned notice, the dispute shall be submitted to dispute resolution pursuant to Article 12, below.

Payment shall be made via electronic means (EFT/ACH) directly to Consultant. A remittance advice or payment notification to accountsreceivable@meadhunt.com is required. Where electronic means are not available or not feasible, payment shall be mailed to:

Mead and Hunt, Inc.
Attn: Accounts Receivable, Mead & Hunt
2440 Deming Way
Middleton, WI 53562

The Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute or resolved in favor of Client. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client.

Application of the percentage rate indicated above as a consequence of the Client's late payments does not constitute any willingness on Consultant's part to finance the Client's operation and no such willingness should be inferred.

If the Client fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 9, Suspension, or terminate this Agreement, as provided for in Article 10, Termination.

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Article 3. Confidentiality

Consultant and Client shall hold confidential all business or technical information marked as confidential or proprietary obtained from the other or its affiliates under this Agreement for a period of five (5) years after obtaining such information, and during that period shall not disclose such information without the other's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, regulation, ordinance, subpoena, court order or governmental request; or (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgement of the receiving party's counsel required to limit that party's liability, notify the other party in advance of disclosure. The confidential information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding anything to the contrary herein, one archive copy of confidential information or documents containing confidential information may be retained by legal counsel of receiving party for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute, regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty.

Article 4. Independent Contractor Relationship

The relationship between the Client and Consultant created under this Agreement is that of principal and independent contractor. Consultant shall serve as an independent contractor to the Client and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, irrespective of any assignability provisions, Consultant may retain subcontractors to perform services usually and customarily performed by subcontractors. Should Consultant determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from the Client.

Article 5. Standard of Care

Consultant will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

Article 6. Opinions on Cost

Consultant may be asked to provide opinions of probable Project or construction cost costs as part of the professional services under this Agreement. Consultant's opinions of cost are based on Consultant's

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experience and judgment. Provided, however, Consultant cannot and does not guarantee that construction proposals, bids or actual construction Project costs will not exceed estimates provided by Consultant. Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

Article 7. Timeliness of Performance

Consultant acknowledges that timely performance of its services is an important element of this Agreement. Consultant will put forth reasonable efforts to complete the work according to the schedule attached in the Task Order.

If Consultant discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed on revised schedule can be established.

Article 8. Force Majeure

Consultant shall not be considered in default because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of Consultant or its subcontractors, including but not restricted to, an act of God or of a public enemy, civil unrest, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, pandemic, epidemic or supplier delay. In the event Consultant has knowledge of any actual or potential delay, Consultant shall notify Client in writing of such cases of delay and their probable extent and, upon such notification, Consultant's performance obligations hereunder shall be suspended.

Article 9. Suspension

Upon fourteen (14) calendar days written notice to Consultant, the Client may suspend Consultant's work.

If payment of Consultant's invoices is not maintained on a thirty (30) calendar-day current basis by the Client, Consultant may, by fourteen (14) calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding forty-five (45) calendar days shall, at Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Consultant, and Consultant shall be compensated for services performed and charges incurred prior to the suspension date, regardless of the reason for the suspension.

Article 10. Termination

The Client or Consultant may terminate this Agreement with or without cause, and such termination shall be effective upon fourteen (14) days' written notice to the other party.

Attachment: 2025-050 ATTH 02 WC Agreement (4474 : 2025-050 RES Technically Based Local Limits)

Either party may also terminate this Agreement upon written notice to the other party in the event that the other party becomes insolvent files a petition in bankruptcy is adjudicated bankrupt has an assignee, referee, receiver or trustee appointed in any creditor action has a petition in bankruptcy filed against it which is not vacated within thirty (30) days or suffers any action analogous thereto.

In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, the Client shall within thirty (30) calendar days of termination remunerate Consultant for services rendered and costs reasonably incurred, in accordance with Consultant's fee schedule. Costs shall include those incurred up to the time of termination.

Article 11. Notice to Parties

All notices required or permitted under this Agreement shall be in writing and shall be made to the parties' below:

Consultant's Project Manager:
Heather Goins
6001 Interstate 20 W, Suite 219
Arlington, TX 76126
heather.goins@meadhunt.com

Client Project Manager:
David Waldroup
312 W. 4th St.
Texarkana, TX 75501
david.waldroup@txusa.org

For Notices made pursuant to Article 12:
Legal Department: Mead and Hunt, Inc.
6737 W Washington Street, Suite 3500
West Allis, WI 53214
Sonya.Simon@meadhunt.com

For Notices made pursuant to Article 12:
Client Legal Department (optional)
N/A
N/A
N/A

Article 12. Dispute Resolution

Client and Consultant shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. Client and Consultant agree to negotiate any dispute between them in good faith for a period of thirty (30) days following such notice. Client and Consultant may agree to submit any dispute to mediation, but such mediation shall not be required as a prerequisite to initiating a lawsuit to enforce this Agreement. Either party shall have the right to litigate the claim, dispute or other matter in question in any state or federal court in the State in which the Project is located. In connection therewith, each party agrees to submit to the jurisdiction of such court.

In the event that legal action is brought by either party against the other in the Courts (including action to enforce or interpret any aspect of this agreement), each party shall be responsible for its own legal costs.

Attachment: 2025-050 ATTH 02 WC Agreement (4474 : 2025-050 RES Technically Based Local Limits)

Client and Consultant agree to seek recourse only against each other as incorporated (or similar business entities) and not each other's officers, employees, directors or shareholders.

Article 13. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of the State in which the Project is located, without reference to conflicts of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts in the State in which the Project is located for any actions, suits or proceedings arising out of or relating to this Agreement.

Article 14. Indemnification

Subject to the limitations provided in Article 15, Consultant agrees to indemnify and hold harmless Client, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Consultant or Consultant's employees, agents or subcontractors in the performance of services under this Agreement; provided, however, Consultant will not be obligated to indemnify Client with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Client or Client's subcontractors, agents or employees.

Subject to the limitations provided in Article 15, Client agrees to indemnify and hold harmless Consultant, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Client or Client's subcontractors, employees or agents; provided, however, Client will not be obligated to indemnify Consultant with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Consultant or Consultant's agents, employees or subcontractors.

Article 15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DELAY OR LIQUIDATED DAMAGES, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND

Attachment: 2025-050 ATTH 02 WC Agreement (4474 : 2025-050 RES Technically Based Local Limits)

SUBCONTRACTORS, ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO $100,000 OR CONSULTANT'S FEE, WHICHEVER IS GREATER.

Article 16. Insurance

Consultant shall maintain the following insurance coverage during the time it is performing services hereunder. Consultant disclaims any duty to defend Client. Client agrees that it shall not tender the defense of any claim arising out of or related to this Agreement to Consultant.

A. Worker's Compensation:
of a form and in an amount as required by state law

B. Employer's Liability:
$1,000,000 each accident
$1,000,000 disease, each employee
$1,000,000 disease, policy limit

C. Automobile Liability (including all owned, hired and non-owned vehicles):
$1,000,000 each accident

D. Commercial General Liability (bodily injury and property damage — combined single limit):
$1,000,000 each incident
$2,000,000 annual aggregate

E. Errors and Omissions:
$5,000,000 each incident
$10,000,000 annual aggregate

Article 17. Review of Contractors Work

In the course of performing services under this Agreement, Consultant may be asked to review drawings, specifications, or pay applications from contractors engaged to perform work in connection with the project for which the Proposal is submitted or to observe such contractor's construction as it progresses. Any such review shall be limited to a review of the general conformance with the design concept of the project and the general compliance with information given in the contractor's documents and as may otherwise be noted by Consultant on such drawings and specifications. Such review shall in no way limit the liability of the contractor or be deemed an indication that Consultant has accepted or approved the drawings, specifications or work in any manner.

Article 18. Construction Means and Methods, Safety, and Conduct

Unless otherwise expressly stated in Consultant's Task Order, this Agreement shall not be construed as

Attachment: 2025-050 ATTH 02 WC Agreement (4474 : 2025-050 RES Technically Based Local Limits)

imposing upon or providing to Consultant the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.

Consultant shall be responsible for providing personal protective equipment and safety training for its own employees.

Client and Consultant understand their respective obligations to provide a respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age or other protected class status) will not be tolerated and will be addressed in a timely manner and in compliance with anti-harassment laws.

Article 19. Ownership and Use of Documents and Concepts

Client acknowledges that Consultant reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional services, not products.

Consultant will retain these Records for a period of three (3) years following completion of this Project. During this time, Consultant will reasonably make available these records to the Client.

Electronic files may contain viruses which can be inadvertently transmitted. It is the sole responsibility of Client to check for viruses before loading the files, and Client is solely responsible for intercepting and disabling any viruses which could be inadvertently transmitted with the electronic files. Client hereby agrees to indemnify and hold Consultant harmless against all claims of any nature resulting from viruses transmitted with the electronic files.

Consultant shall not be responsible for any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client. Consultant shall not be responsible for any reuse of the electronic data by Client or any other party for this Project, or any other Project without the prior express written consent of Consultant. Client shall defend, indemnify and hold completely harmless Consultant against any claims, damages or losses arising out of any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client or any reuse of the electronic data without prior express written consent of Consultant.

All documents, including the electronic files that are transferred by Consultant to Client, are Instruments of Service of Consultant created for this Project only, and are not intended to be deemed a sale of the files and data, and NO REPRESENTATION OR WARRANTY IS MADE, EITHER EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF THE FILES AND DATA OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

Copies of documents that may be relied upon by Client are limited to the originally released documents that

Attachment: 2025-050 ATTH 02 WC Agreement (4474 : 2025-050 RES Technically Based Local Limits)

contain signatures and seals of the professional employee(s) of Consultant. Any damages resulting from deviations from such originally released and signed or sealed electronic files will be at the Client's sole risk.

Consultant is not responsible for damages arising out of the use by the Client or the Client's agents of any Consultant data or report for any purpose other than its original purpose as defined in the Proposal.

While Client agrees that any patentable or copyrightable concepts developed by Consultant as a result of this Agreement shall remain the sole and exclusive property of Consultant, Client shall retain a right, without the right to grant sublicenses under any patents or copyrights of Consultant, to use any information or recommendations generated by Consultant during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from client the assets of Client relating to the information or recommendations generated by Consultant under this Agreement. Nothing in this Article 19 shall restrict Consultant from using any methods, techniques or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

Article 20. Subsurface Exploration

In those situations where Consultant performs subsurface exploration, the Client, to the extent of its knowledge, will furnish to Consultant information identifying the type and location of utilities and other human-made objects beneath the surface of the Project site. Consultant will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Consultant will furnish Client a plan indicating the locations intended for penetration. Consultant will not be responsible for damages arising out of contact with unidentified subsurface utilities or objects.

Article 21. Extent of Study

Client recognizes that actual environmental or geological conditions may vary from conditions encountered at locations where Consultant makes visual observations, obtains samples or performs other explorations as part of its services under this Agreement. Consultant's failure to discover potential environmental contamination, geological conditions or other conditions through appropriate techniques does not guarantee the absence of environmental contamination, geological conditions or other conditions at a site.

Article 22. Hazardous Substances

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated at the time this Agreement was made or when services performed by Consultant commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Consultant or its subcontractors on behalf of Client which contain hazardous substances including hazardous waste will be, after completion of testing and at Client's expense, either returned to Client, or using a manifest signed by Client as a generator, be transported to a location selected by Client for final disposal. Client shall pay all costs associated with the storage, transport

Attachment: 2025-050 ATTH 02 WC Agreement (4474 : 2025-050 RES Technically Based Local Limits)

and disposal of all such samples. Client agrees and recognizes that Consultant is acting as a bailee and at no time assumes title to any such samples or substances.

Consultant warrants that when making hazardous waste determinations on behalf of Client, Consultant will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Consultant, if requested by Client, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities (TSDFs) that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated by the Client. Client acknowledges that although Consultant may gather bids from various hazardous waste transporters or TSDFs, that Client has ultimately selected such transporter or TSDF. Client understands that Consultant has not conducted regulatory compliance audits on such transporters or TSDFs nor does Consultant make any other warranties or representations other than expressly written in this paragraph related to such transporters or TDSFs. Client acknowledges that Consultant at no time assumes title to waste generated from Client's facility or site.

Client acknowledges that Consultant has no responsibility as an operator, arranger, generator, treater, storer, transporter, disposer, emitter, discharger or releaser of hazardous substances, air or water pollutants or other contaminants found or identified in conjunction with work performed hereunder.

Article 23. Third Party Rights

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and Consultant. The services provided by Consultant hereunder are for the Client only.

Article 24. Assignment

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior consent of the other party except as provided in Article 4.

Article 25. Lien Notice

Consultant hereby notifies Client that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for construction on Client's land may have lien rights on Client's land and buildings if not paid.

Article 26. Waiver

No waiver by either party of any term or condition set forth herein or the breach by the other party of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

Attachment: 2025-050 ATTH 02 WC Agreement (4474 : 2025-050 RES Technically Based Local Limits)

Article 27. Headings

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

Article 28. Entire Agreement

The parties agree that this Agreement, together with the Task Orders and attachments as referenced or incorporated herein, represents the entire and integrated agreement between the Client and Consultant and supersedes all prior communications, negotiations, representations, quotations, offers or agreements, either written or oral between the parties hereto, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon either Party, other than by a written agreement signed by both the Client and Consultant. If additional documents represent the agreement of the parties, such documents must be itemized in Consultant's proposal. The parties agree that the provisions of these terms and conditions of this Agreement shall control over and govern as to any subsequent form or document signed by the Parties, such as Client's purchase orders, work orders, task orders, etc. and that such documents may be issued by Client to Consultant as a matter of convenience to the parties without altering any of the terms or provisions hereof.

Article 29. Severability

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

Article 30. Contract Amendments

Any amendments to the subsequent Task Orders or these Terms and Conditions of Agreement shall be executed by means of a written contract amendment, signed by the Client and Consultant. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

Attachment: 2025-050 ATTH 02 WC Agreement (4474 : 2025-050 RES Technically Based Local Limits)

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:			

Attachment: 2025-050 Goals & Perspectives (4474 : 2025-050 RES Technically Based Local Limits)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 4/4/2025 10:58 AM

Lead Department: City Manager **Action Officer:** David Orr, City Manager

Subject: Resolution No. 2025-049 approving the Texarkana, Texas Economic Development Strategic Work Plan.

Briefing: 4/14/2025 **Public Hearing:** 5/12/2025 **Council Vote:** 5/12/2025

Item Schedule
Schedule 1: Brief twice - vote once (six weeks)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The City of Texarkana, Texas Economic Development Strategic Work Plan outlines a comprehensive approach to sustaining and advancing the city's role as a regional economic leader. Serving a 17-county trade area, the plan focuses on strengthening partnerships—particularly with AR-TX REDI, Texas A&M-Texarkana, and regional stakeholders including Texarkana, Arkansas—to drive investment, expand infrastructure, and support entrepreneurship through initiatives like The Assembly Line business incubator.

Additional strategies include reestablishing the Industrial Development Corporation, forming a Community Development Corporation, supporting sports tourism, and delivering responsive proposals to attract and retain businesses. Another key component includes partnering with the Texarkana Regional Chamber of Commerce to promote retail growth and commercial expansion.

The plan also includes a SWOT analysis to guide decision-making and emphasizes long-term planning, collaborative development, and quarterly reporting to track progress and impact.

Potential Options:

- Approve
- Deny

Fiscal Implications:

None

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. 2025-049 RES Approving Economic Development Strategic Work Plan (DOCX)
b. 2025-049 EXH 'A' Texarkana, Texas Economic Development Work Plan 2024 (4) (PDF)
c. 2025-049 Goals & Perspectives (DOCX)

Staff Coordination

City Manager	David Orr	Department Head Review	Completed	04/02/2025 4:08 PM
City Manager	David Orr	City Manager Review	Completed	04/02/2025 4:08 PM
City Council	Jennifer Evans	Meeting	Pending	04/14/2025 6:00 PM

Meeting History

Attachment: 2025-049 RES Approving Economic Development Strategic Work Plan (4475 : 2025-049 RES approving the economic development

RESOLUTION NO. 2025–049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ADOPTING THE ECONOMIC DEVELOPMENT STRATEGIC WORK PLAN; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Texarkana, Texas, recognizes the importance of promoting sustainable economic growth, enhancing community prosperity, and attracting and retaining businesses and talent in the region; and

WHEREAS, City staff, along with AR-TX REDI, have developed an Economic Development Strategic Work Plan (the "Plan") to guide the City's economic development efforts over the coming years; and

WHEREAS, the Plan outlines key goals, strategies, and initiatives designed to strengthen the local economy, support workforce development, improve infrastructure, and foster innovation and collaboration among public and private partners; and

WHEREAS, the City Council finds that the adoption of the Plan is in the best interest of the citizens of Texarkana, Texas, and will serve as a framework to align efforts and measure progress toward long-term economic vitality.

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

SECTION 1. That the Economic Development Strategic Work Plan, as presented to the City Council and attached hereto as **Exhibit "A,"** is hereby adopted and approved.

SECTION 2. That City staff are authorized and directed to implement the goals and initiatives outlined in the Plan and to coordinate with relevant partners and stakeholders as necessary.

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 **12th day of May, 2025**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

CITY OF TEXARKANA, TEXAS

ECONOMIC DEVELOPMENT

Strategic Work Plan

2025

Attachment: 2025-049 EXH 'A' Texarkana, Texas Economic Development Work Plan 2024 (4) (4475 : 2025-049 RES approving the economic

MISSION STATEMENT

MISSION, VISION & CORE VALUES

VISION

The vision of the City of Texarkana, Texas 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 of Texarkana, Texas is to **provide customer focused public services and regional leadership that serves our residents and visitors while offering a safe, vibrant, and welcoming community.**

- TEAMWORK
- INTEGRITY
- ACCOUNTABILITY
- INNOVATION
- LEADERSHIP
- PROFESSIONALISM
- COMMUNICATION
- CHARACTER

Attachment: 2025-049 EXH 'A' Texarkana, Texas Economic Development Work Plan 2024 (4) (4475 : 2025-049 RES approving the economic

CONTENT LIST

OVERVIEW & OBJECTIVES

An overview of the City's Economic Development objectives and considerations.

CURRENT STRATEGIES

A work plan of current strategies and tactics used in day-to-day economic development activities and efforts of staff to achieve overarching objectives.

SWOT ANALYSIS

An analysis of Strengths, Weaknesses, Opportunities and Threats to the City of Texarkana, Texas economy and economic development efforts.

REPORTING AND METRICS

A collection of current reports and demographic metrics for reference.

MEET OUR TEAM

Faces of our team members and ways to stay engaged by contacting us directly.

Attachment: 2025-049 EXH 'A' Texarkana, Texas Economic Development Work Plan 2024 (4) (4475 : 2025-049 RES approving the economic

OVERVIEW & OBJECTIVES

REMAIN A REGIONAL LEADER

Texarkana Texas' city limits do not define the economic development work that's needed to keep the City of Texarkana, Texas viable. We serve a 17-county region as a ***regional center for education, business and culture***, which means the City's reach is much larger than its geographic boundaries. To that end, Texarkana, Texas has long been and will remain a regional player, investing in efforts such as the AR-TX Regional Economic Development Initiative, providing incentives for expansion, growth and retention to regional players, and being a good steward of our natural resources to ensure a quality of life for all.

SEIZE PARTNERSHIPS

From The Assembly Line, a regional business incubator in collaboration with AR-TX REDI, Texarkana, AR, Texas A&M University - Texarkana, Texarkana College and the University of Arkansas Hope-Texarkana, to sports complex upgrades at Swanger and Wallace Parks, collaborative bistate corridor improvements on Stateline Avenue, and a new airport terminal, the City of Texarkana Texas' economic development activities are sometimes fast and complex. Seizing these project opportunities when they come along is vital to continued success.

SOUND LONGTERM INVESTMENTS

From shovel-ready sites to infrastructure and planning efforts, in addition to the day-to-day demands of a metropolitan city, Texarkana must invest in the long term projects that will ensure the vitality of our region for decades and centuries to come.

Attachment: 2025-049 EXH 'A' Texarkana, Texas Economic Development Work Plan 2024 (4) (4475 : 2025-049 RES approving the economic

CURRENT STRATEGIES

1. **CONTINUE STRENGTHENING THE PARTNERSHIP WITH AR-TX REDI TO ADVANCE REGIONAL ECONOMIC DEVELOPMENT INITIATIVES, INCLUDING THE ASSEMBLY LINE IN PARTNERSHIP WITH TAMUT, TC, AND UAHT, THE REDI SET MOVE INITIATIVE, AND TEXARKANA, AR, FOR THE TEXARKANA REGIONAL AIRPORT BUSINESS EXPANSION EFFORTS.**

2. **REESTABLISH THE INDUSTRIAL DEVELOPMENT CORPORATION TO ADVANCE LAND DEVELOPMENT AND CREATE SHOVEL-READY INDUSTRIAL AND COMMERCIAL SITES WITHIN THE CITY.**
   - Define Scope and Structure, Outline Objectives
   - Recruit Board Members
   - Gain City Council Approval

3. **ESTABLISH A COMMUNITY DEVELOPMENT CORPORATION AS A NON-PROFIT ENTITY TO SUPPORT AND IMPLEMENT COMMUNITY DEVELOPMENT RELATED TO HOUSING AND NEIGHBORHOOD INFRASTRUCTURE PROJECTS WITHIN THE CITY.**
   - Define Scope and Structure, Outline Objectives
   - Recruit Board Members
   - Gain City Council Approval

4. **SUPPORT SPORTS TOURISM AND REGIONAL HOST TOURNAMENTS AS ECONOMIC DEVELOPMENT AND INVEST IN SPORTS TOURISM ACTIVITIES.**

5. **PARTNER WITH THE TEXARKANA REGIONAL CHAMBER OF COMMERCE TO SUPPORT COMMERCIAL RETAIL GROWTH AND EXPANSION EFFORTS.**

6. **CONTINUE QUARTERLY ECONOMIC DEVELOPMENT REPORTS FEATURING UPDATES ON NEW DEVELOPMENTS, RETAIL OPENINGS AND CONSTRUCTION PERMITS. CREATE AN ANNUAL ECONOMIC DEVELOPMENT REPORT WITH KEY UPDATES AND ECONOMIC IMPACT ANALYSIS UTILIZING IMPLAN SOFTWARE.**

7. **PROVIDE TIMELY AND RESPONSIVE PROPOSALS FOR EXISTING BUSINESSES, SITE SELECTORS, AND THE GOVERNOR'S OFFICE TO SUPPORT ECONOMIC DEVELOPMENT, NEW BUSINESS GROWTH, AND EXPANSION OPPORTUNITIES.**

Attachment: 2025-049 EXH 'A' Texarkana, Texas Economic Development Work Plan 2024 (4) (4475 : 2025-049 RES approving the economic

SWOT ANALYSIS

Strengths

- Partnerships with regional players
- Flexibility and speed to move of government bodies
- Favorable political climate at a local, state and federal level
- Recreational and entertainment offerings
- Vibrant arts and cultural district
- Dynamic downtown community
- Successful private business investment
- Quality education institutions
- Top-notch healthcare facilities
- Low cost of living /low taxation
- Solid infrastructure
- Diversified economic base

Weakness

- Lack of active Industrial Development Corporation
- Lack of 4A/4B tax structure and sales tax constriction
- Inadequate demographic and forecasting metrics

Opportunities

- Hotel Occupancy Tax Fund growth
- Economic Development Tax Fund activities
- Investment opportunities
- VisitTXK
- Swanger/Wallace upgrades
- Team Texas partnership
- Skilled workforce
- Falvey Industrial Park

Threats

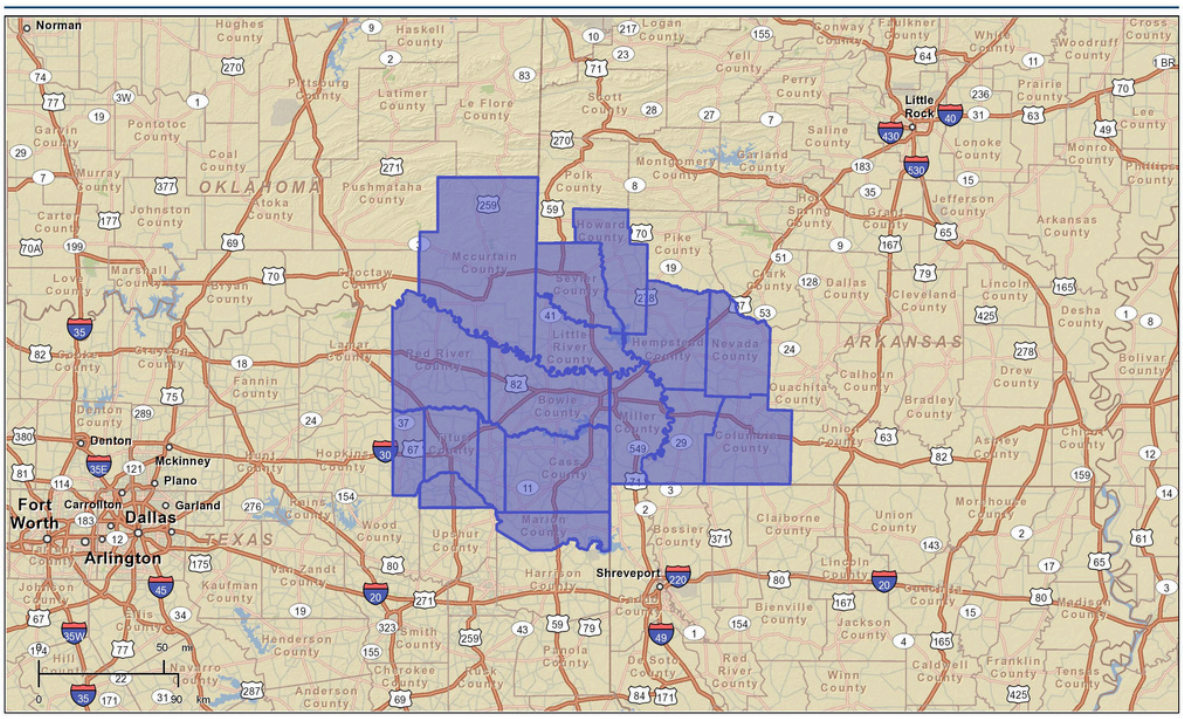
- “No new tax” rule and further legislative impacts
- Business relocations to surrounding jurisdictions
- Crime narrative mismatched with reality
- Lack of significant incentive “deal closing” funding

Attachment: 2025-049 EXH 'A' Texarkana, Texas Economic Development Work Plan 2024 (4) (4475 : 2025-049 RES approving the economic

REPORTING AND METRICS

Quarterly economic development reports available at
https://texarkanatexas.gov/255/Economic-Development

esri Custom Map



17 County Trade area: A collection of relevant demographics can be found at
https://texarkanatexas.gov/262/Demographics

Attachment: 2025-049 EXH 'A' Texarkana, Texas Economic Development Work Plan 2024 (4) (4475 : 2025-049 RES approving the economic

MEET OUR TEAM

David Orr, Ph.D.
City Manager
City of Texarkana, Texas

Rob Sitterley
President and CEO
ARTX REDI

CONTACT US

903-798-3902
220 Texas Blvd. Texarkana, TX 75501
www.texarkanatexas.gov

Attachment: 2025-049 EXH 'A' Texarkana, Texas Economic Development Work Plan 2024 (4) (4475 : 2025-049 RES approving the economic

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:	Medium
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:			

Attachment: 2025-049 Goals & Perspectives (4475 : 2025-049 RES approving the economic development strategic work plan)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 4/10/2025 11:14 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2025-052 granting a Specific Use Permit to allow one additional use of permanent cosmetics on an approximate 0.24-acre tract of land (being Tract 3A), Mary E Wills Subdivision, located at 3115 Kennedy Lane (Ward 4). Chinh Hoang, owner.		

Briefing: 4/14/2025 **Public Hearing:** 5/12/2025 **Council Vote:** 5/12/2025

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 Chinh Hoang, owner for a Specific Use Permit to allow one additional use of permanent cosmetics on an approximate 0.24-acre tract of land (being Tract 3A), Mary E. Wills Subdivision, located at 3115 Kennedy Lane. The property is zoned General Retail.

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

The adjacent zoning is General Retail to the north, east, and west, and Single Family-2 to the south. The adjacent land usage is retail to the north, east, and west and residential to the south.

A Specific Use Permit is required to allow permanent cosmetics in the General Retail 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. If this use ever ceases at this location, the City may revoke the Specific Use Permit that allows permanent cosmetics.
3. That the sale of tobacco products or drug paraphernalia from the space used for permanent cosmetics is prohibited.
4. That any remodeling of the current building must meet all city codes and requires licensed contractors.

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

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

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 the request with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

April 7, 2025

Attachments

a. 2025-052 ORD granting SUP for permanent cosmetics 3115 Kennedy Ln (DOCX)
b. 2025-052 ATTH 01 (Maps) (PDF)
c. 2025-052 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration		Chiquita Burks	Reviewer	Skipped
	04/09/2025 4:15 PM			
Public Works Department		Dusty Henslee	Reviewer	Completed
	04/10/2025 6:58 AM			
City Manager	David Orr	Reviewer	Completed	04/10/2025 7:45 AM
City Council	Jennifer Evans	Meeting	Pending	04/14/2025 6:00 PM

Meeting History

S-806

ORDINANCE NO. 2025-052

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-806 TO ALLOW THE ONE ADDITIONAL USE OF PERMANENT COSMETICS IN A TENANT SPACE ON AN APPROXIMATE 0.24-ACRE TRACT OF LAND (BEING TRACT 3A), MARY E. WILLS SUBDIVISION, LOCATED AT 3115 KENNEDY LANE, 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 **permanent cosmetics in a tenant space on an approximate 0.24-acre tract of land (being Tract 3A), Mary E. Wills Subdivision, located at 3115 Kennedy Lane**, 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 permanent cosmetics** 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-806** to allow one additional use of **permanent cosmetics in a tenant space on an approximate 0.24-acre tract of land (being Tract 3A), Mary E. Wills Subdivision, located at 3115 Kennedy Lane**, in the City of Texarkana, Bowie County, Texas.

Attachment: 2025-052 ORD granting SUP for permanent cosmetics 3115 Kennedy Ln (4477 : 2025-052 ORD SUP Permanent Cosmetics 3115

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. That 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 painting of the windows or the building with advertisement or graphic art is prohibited.

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 **12th day of May, 2025.**

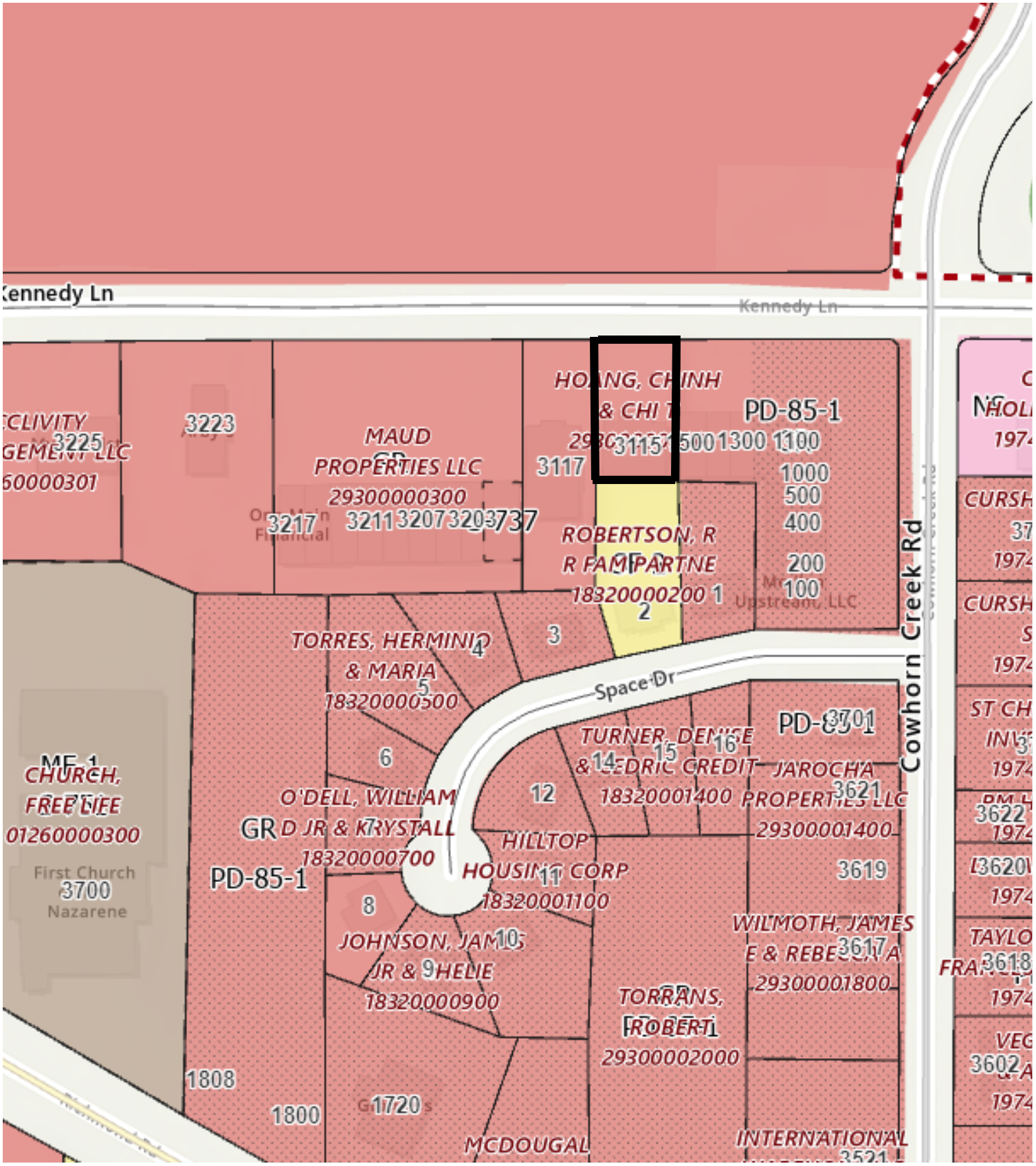
ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2025-052 ORD granting SUP for permanent cosmetics 3115 Kennedy Ln (4477 : 2025-052 ORD SUP Permanent Cosmetics 3115

3115 Kennedy Lane



Attachment: 2025-052 ATTH 01 (Maps) (4477 : 2025-052 ORD SUP Permanent Cosmetics 3115 Kennedy Lane)

2025-052 ATTH 01
S-806

3115 Kennedy Lane

Attachment: 2025-052 ATTH 01 (Maps) (4477 : 2025-052 ORD SUP Permanent Cosmetics 3115 Kennedy 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:			

Attachment: 2025-052 Goals & Perspectives (4477 : 2025-052 ORD SUP Permanent Cosmetics 3115 Kennedy Lane)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 4/9/2025 3:21 PM

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

Subject: Ordinance No. 2025-053 rezoning on an approximate 5-acre tract of land (being Tract 13B), L T King HRS, A-327, located at 3001 Bender Road (Ward 1) from Two Family-2 to Planned Development-Multiple Family-1. Dennis Pascarella, owner, and David Williams, MTG Engineers and Surveyors, agent.

Briefing: 4/14/2025 **Public Hearing:** 5/12/2025 **Council Vote:** 5/12/2025

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 Dennis Pascarella, owner, to rezone an approximate 5-acre tract of land (being Tract 13B), L. T. King HRS, A-327, located at 3001 Bender Road from Two Family-2 to Planned Development-Multiple Family-1.

The Future Land Use Map has designated this property as “Suburban Residential”.

The adjacent zoning is Two Family-2 to the north, W. Wallace Drive to the south, Single Family-2 to the west, and Agriculture to the east. The adjacent land use is vacant land to the north and east, service road to the south, and a residence to the west.

Staff recommends for approval 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

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:

April 7, 2025

Attachments

a. 2025-053 ORD Rezoning 3001 Bender Rd (DOCX)
b. 2025-053 EXH 'A' (Legal Description) (PDF)
c. 2025-053 ATTH 01 (Maps) (PDF)
d. 2025-053 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	04/09/2025 4:16 PM	Chiquita Burks	Reviewer	Skipped
Public Works Department	04/10/2025 6:59 AM	Dusty Henslee	Reviewer	Completed
City Manager	David Orr	Reviewer	Completed	04/10/2025 7:47 AM
City Council	Jennifer Evans	Meeting	Pending	04/14/2025 6:00 PM

Meeting History

Z-25-5

ORDINANCE NO. 2025-053

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 5-ACRE TRACT OF LAND (BEING TRACT 13B), L. T. KING HRS, A-327, LOCATED AT 3001 BENDER ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM TWO FAMILY-2 TO PLANNED DEVELOPMENT-MULTIPLE FAMILY-1; 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 5-acre tract of land (being Tract 13B), L.T. King HRS, A-327 (Exhibit 'A'), located at 3001 Bender Road,** in the City of Texarkana, Bowie County, Texas, from **Two Family-2 to Planned Development-Multiple Family-1**; 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 Two Family-2 to Planned Development-Multiple Family-1 on an approximate 5-acre tract of land (being Tract 13B), L.T. King HRS, A-327 (Exhibit 'A'), located at 3001 Bender Road** 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 **Two Family-2 to Planned Development-Multiple Family-1**; 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 **Two Family-2 to Planned Development-Multiple Family-1** 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

Attachment: 2025-053 ORD Rezoning 3001 Bender Rd (4478 : 2025-053 ORD rezoning TF-2 to PD-MF-1 3001 Bender Rd)

an **approximate 5-acre tract of land (being Tract 13B), L.T. King HRS, A-327 (Exhibit 'A'), located at 3001 Bender Road** in the City of Texarkana, Bowie County, Texas, from **Two Family-2 to Planned Development-Multiple Family-1.**

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 **12th day of May, 2025.**

ATTEST:

_____	_____
JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2025-053 ORD Rezoning 3001 Bender Rd (4478 : 2025-053 ORD rezoning TF-2 to PD-MF-1 3001 Bender Rd)

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.

WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

THAT PAMELA CHERYL MULDREW, GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, does hereby grant, bargain, sell and convey unto JPM RENTAL PROPERTIES, LLC, GRANTEE, and unto its heirs and assigns forever, subject to the reservations from and exceptions to the conveyance and warranty, the following described lands located in the County of Bowie, State of Texas:

All that certain tract or parcel of land being a part of the L. T. KING HEADRIGHT SURVEY, A-327, Bowie County, Texas, and being all of a 5.0 acre tract as described in Fiduciary Deed from Estate of Carl W. Self, through its Independent Executrix, Peggy A. Self to Peggy A. Self, dated August 30, 2004, recorded in Volume 4400, Page 199 of the Real Property Records of Bowie County, Texas, and being more particularly described as follows:
BEGINNING at a found 1/2" rebar for corner on the South right-of-way lie of Bender Road at the Northeast corner of the above described 5.0 acre tract of land, same being the Northwest corner of a 5.00 acre tract as described in Warranty Deed to Brian G. Griffith recorded in Volume 4871, Page 254 of the Real Property Records of Bowie County, Texas;
THENCE: S 00°. 34' 31" W, with the East boundary line of the above described 5.0 acre tract, same being the West boundary line of the above described 5.00 acre tract, 779.38 feet to a set 5/8" rebar with plastic cap (Stamped R.P.L.S. 4874 Typical) for corner on the North right-of-way line of West Wallace Street;
THENCE: N 89° 40' 53" W, with the North right-of-way line West Wallace Street, 280.00 feet to a set 5/8" rebar with plastic cap for corner in an existing fence line;
THENCE: N 00° 33' 30" E, along an existing fence line, same being the West boundary line of the above described 5.0 acre tract, same being the East boundary line of a 2.482 acre tract as described in Warranty Deed to Brenda Louise Davis, recorded in Volume 1730, Page 324 of the Real Property Records of Bowie county, Texas, 777.82 feet to a found 1/2" metal bold for corner on the South right-of-way lie of Bender Road;

Attachment: 2025-053 EXH 'A' (Legal Description) (4478 : 2025-053 ORD rezoning TF-2 to PD-MF-1 3001 Bender Rd)

THENCE: N 90° 00' 00" E, with the North boundary lien of the above described 5.0 acre tract, same being the South right-of-way line of Bender Road, 280.24 feet to the POINT OF BEGINNING, containing 5.0068 acres of land, more or less.

This conveyance is made subject to the following reservations from and exceptions to the conveyance:

Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, of any spouse of Grantee; any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities to: (a) tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans; (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government; (c) filled-in lands, or artificial islands; (d) statutory water rights, including riparian rights; (e) the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area; standby fees, taxes and assessments by any taxing authority for the year 2023 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year; rights of parties in possession; an easement located on the property granted Southwestern Electric Power Company by instrument recorded in/under Volume 478, Page 271, Clerk's File No. 1795 of the Deed Records of Bowie County, Texas; any and all items, including but not limited to, any shortages in area and/or discrepancies in boundaries, the existence of which would be shown by a current and accurate survey of the property; all leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the public record.

Grantor, for the consideration and subject to the reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Attachment: 2025-053 EXH 'A' (Legal Description) (4478 : 2025-053 ORD rezoning TF-2 to PD-MF-1 3001 Bender Rd)

WITNESS my hand this 26 day of October, 2023.

Pamela Cheryl Muldrew

State of Texas
County of Bowie

On this day before the undersigned Notary Public, personally appeared Pamela Cheryl Muldrew, satisfactorily proven to be the person whose name appears as Grantor in the foregoing instrument and stated that she executed the same for the consideration, uses and purposes therein stated.

In witness whereof, I hereunto set my hand and seal on this 26 day of October, 2023.

Notary Public in and for the
State of Texas

My commission expires:

CAROLYN S. FAOLIU
My Notary ID # 3519927
Expires October 21, 2026

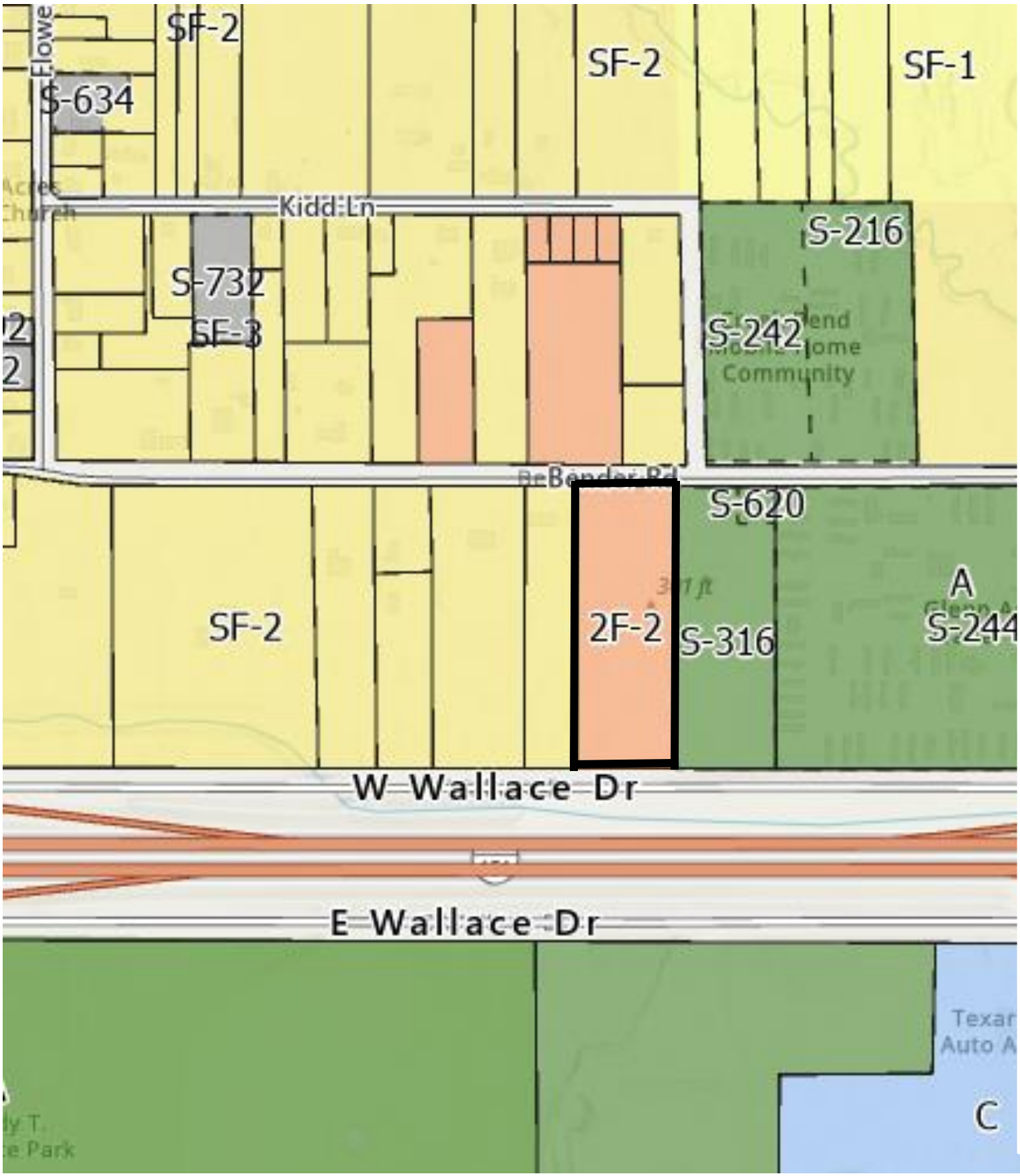
Document prepared by:
Unger Law Firm
Michael R. Unger, Attorney
4608 Summerhill Road
Texarkana, TX 75503

Grantee's Address:
JPM Rental Properties, LLC
1310 Old Post Rd
Texarkana AR 71854

2165598

Attachment: 2025-053 EXH 'A' (Legal Description) (4478 : 2025-053 ORD rezoning TF-2 to PD-MF-1 3001 Bender Rd)

3001 Bender Road



Attachment: 2025-053 ATTH 01 (Maps) (4478 : 2025-053 ORD rezoning TF-2 to PD-MF-1 3001 Bender Rd)

2025-053 ATTH 01
Z-25-5

3001 Bender Road

Attachment: 2025-053 ATTH 01 (Maps) (4478 : 2025-053 ORD rezoning TF-2 to PD-MF-1 3001 Bender 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:			

Attachment: 2025-053 Goals & Perspectives (4478 : 2025-053 ORD rezoning TF-2 to PD-MF-1 3001 Bender Rd)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 4/11/2025 9:11 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2025-054 amending PD-25-1 for site plan approval on an approximate 5-acre tract of land (being Tract 13B), L T King HRS, A-327, located at 3001 Bender Road (Ward 1). Dennis Pascarella, owner, and David Williams, MTG Engineering and Surveyors, agent.		

Briefing: 4/14/2025 **Public Hearing:** 5/12/2025 **Council Vote:** 5/12/2025

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 Jeremy Pascarella, owner and David Williams with MTG Engineering and Surveyors, agent, for site plan approval on an approximate 5-acre tract of land (being Tract 13B) L.T. King HRS, A-327, located at 3001 Bender Road. The current zoning is Two Family-2. The property is currently vacant property.

The Future Land Use Map designates this property as “Suburban Residential”.

The adjacent zoning is Two Family-2 to the north, W. Wallace Drive to the south, Single Family-2 to the west, and Agriculture to the east. The adjacent land use is vacant land to the north and east, service road to the south, and a residence to the west.

The site plan consists of the following:

1. The construction of 40 units (20 buildings) Duplexes Only. Total square footage of buildings will be 64,360 sq ft.
2. The access driveway will be off Bender Road and W. Wallace Drive. Any changes to the driveway on W. Wallace Drive will require TXDOT approval.
3. There will be 120 parking spaces. Parking spaces shall be a minimum of 180 sq. ft. in size.
4. There will be no signage.
5. Screened dumpster site.
6. Site design will be required to meet all city development codes and manuals (subdivision, street, drainage, etc.)
    a. TxDOT will have to approve drainage plans as this drains to their system.
7. TIA has been submitted and shows no adverse impacts to Bender Road.
8. Access to service road has been approved by TxDOT.
9. Property is in same layout as in 1996, so plat is not required unless public infrastructure is being built.
10. Driveway permit for driveway to lift station.

Staff recommend for approval of the site plan with stipulations.

The applicant should also be aware that if this site plan approval item 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.

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:

April 7, 2025

Attachments

a. 2025-054 ORD site plan approval 3001 Bender (DOCX)
b. 2025-054 EXH 'A' (Site Plan)(PDF)
c. 2025-054 EXH 'B' (Legal Description) (PDF)
d. 2025-054 ATTH 01 (Maps) (PDF)
e. 2025-054 ATTH 02 (Elevations) (PDF)
f. 2025-054 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Chiquita Burks	Reviewer	Skipped	04/09/2025 4:17 PM
Public Works Department	Dusty Henslee	Reviewer	Completed	04/10/2025 6:59 AM
City Manager	David Orr	Reviewer	Completed	04/10/2025 7:48 AM
City Council	Jennifer Evans	Meeting	Pending	04/14/2025 6:00 PM

Meeting History

ORDINANCE NO. 2025-054

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-25-1(MF-1) FOR SITE PLAN APPROVAL ON AN APPROXIMATE 5-ACRE TRACT OF LAND (BEING TRACT 13B) L.T. KING HRS, A-327, LOCATED AT 3001 BENDER 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 requesting the approval of a **site plan (Exhibit 'A') on an approximate 5-acre tract of land (being Tract 13b), L.T. King HRS, A-327, located at 3001 Bender Road (Exhibit 'B')** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-Multiple Family-1 [PD-25-1(MF-1)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-25-1(MF-1); and

WHEREAS, the proposed use is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-General Retail; 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 this amendment, 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 by a vote of five (5) to zero (0) to recommend for approval of the petition for a site plan (Exhibit 'A')** to the City Council of the City of Texarkana, Texas; 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 the approval of the site plan for the above-described property 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 site plan **(Exhibit 'A') on an approximate 5-acre tract of land (being Tract 13B), L.T. King HRS, A-327, located at 3001 Bender Road (Exhibit 'B')** in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-25-1(MF-1).

Attachment: 2025-054 ORD site plan approval 3001 Bender (4479 : 2025-054 ORD Amendment to PD-25-1 site plan approval 3001 Bender)

SECTION 2: PD-25-1(MF-1) is hereby amended by approval of the site plan (**Exhibit 'A'**), incorporated herein by reference for all purposes and includes the following:

1. The construction of 40 units (20 buildings) duplexes only. Total square footage of buildings will be 64,360 sq ft.
2. The access driveway will be off Bender Road and W. Wallace Drive. Any changes to the driveway on W. Wallace Drive will require TxDOT approval.
3. There will be 120 parking spaces. All parking spaces shall be a minimum of 180 sq. ft. in size.
4. There will be no signage.
5. Screened dumpster site.
6. Site design will be required to meet all city development codes and manuals (subdivision, street, drainage, etc.)
    a. TxDOT will have to approve drainage plans as this drains to its system.
7. TIA has been submitted and shows no adverse impacts to Bender Road.
8. Access to service road has been approved by TxDOT.
9. Property is in the same layout as in 1996, so plat is not required unless public infrastructure is being built.

SECTION 3: 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 4: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

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 **12th day of May, 2025.**

ATTEST:

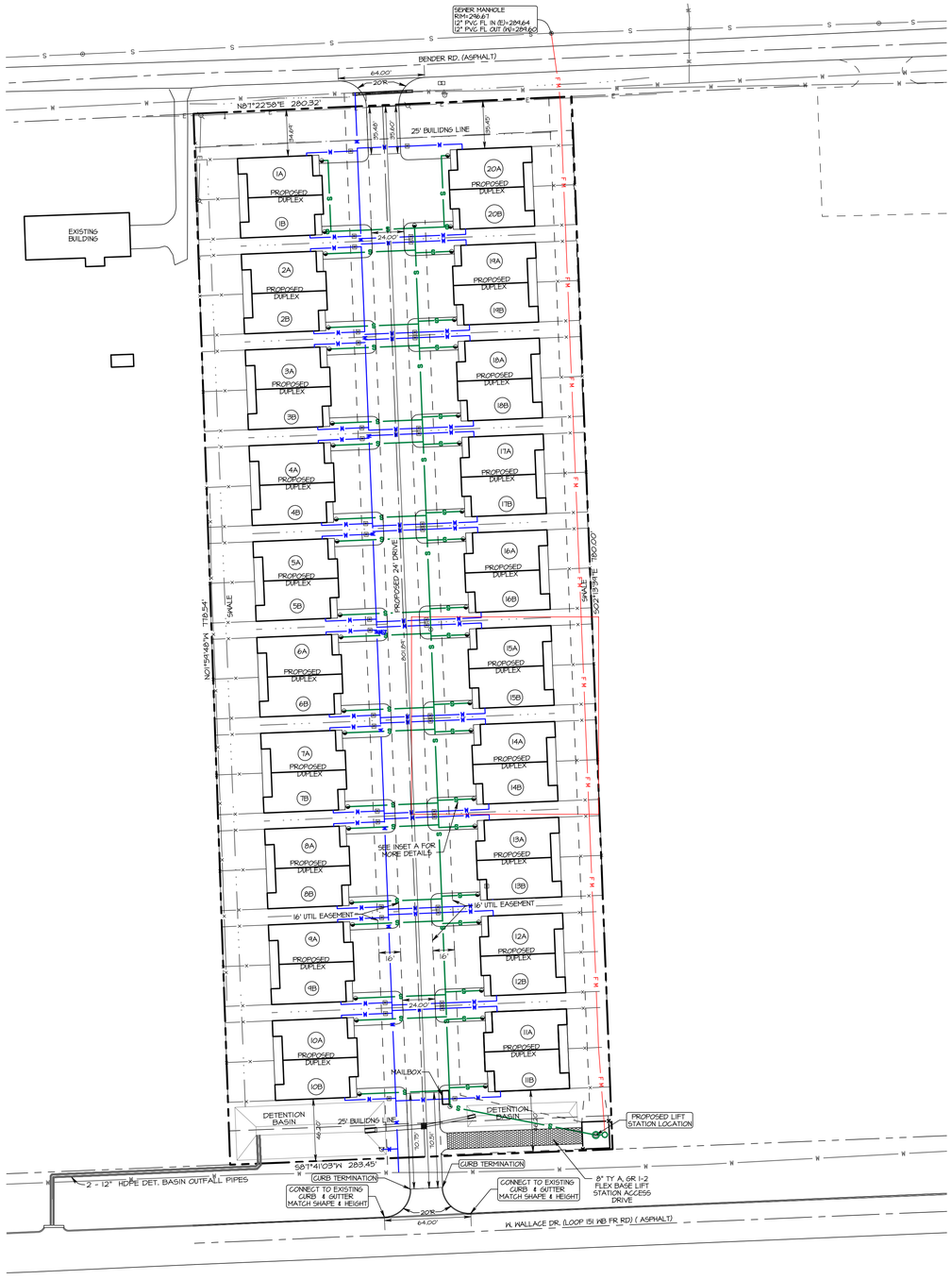
_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

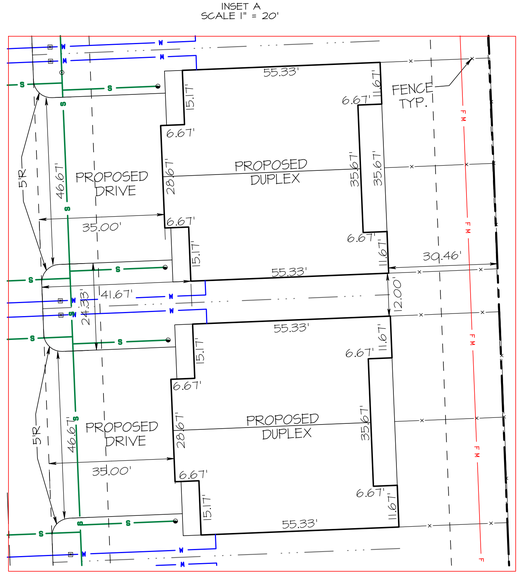
Attachment: 2025-054 ORD site plan approval 3001 Bender (4479 : 2025-054 ORD Amendment to PD-25-1 site plan approval 3001 Bender)

2025-054 EXH 'A"

Amendment to PD-25-1



INSET A
SCALE 1" = 20'



GRAPHIC SCALE 1"=50'
0 50

LEGEND

- PROPERTY LINE
- CURB AND GUTTER
- BUILDING EDGE
- EDGE OF PAVEMENT
- EASEMENT
- BUILDING LINE OFFSET
- TOE OF DITCH/SLOPE
- TOP OF BANK
- E — OVERHEAD POWER LINE
- W — WATER MAIN
- S — SANITARY SEWER MAIN
- F M — TELEPHONE LINE
- 345 — PROPOSED CONTOUR INT.
- 342 — EXISTING CONTOUR INT.
- SF — SILT FENCE
- SD — STORM DRAIN
- FL — FIRE LANE
- 356.0 — SPOT ELEVATION
- POWER POLE
- WATER METER
- WATER VALVE
- CLEAN OUT
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- SIGN (TYPICAL)
- HANDICAP PARKING SYMBOL (PAINTED)
- FIRE HYDRANT
- LIGHT POLE
- GAS REGULATOR
- IRRIGATION CONTROL VALVE
- SPRINKLER HEAD
- ROOF DRAIN
- TELEPHONE JUNCTION BOX
- ELECTRIC JUNCTION BOX
- GUY WIRE
- TREE

SITE DATA:

PROPOSED ZONING: PD MFI

PARKING REQUIRED - 80 SPACES (2 PER DWELLING UNIT)

PARKING PROVIDED - 120 SPACES (80 SPACES EXTERIOR PLUS 40 GARAGE SPACES)

TRASH SERVICE WILL BE BY INDIVIDUAL POLYCART (NO DUMPSTER).

NO PROPOSED SITE SIGNAGE.

ALL SITE LIGHTING WILL BE SHIELDED FROM ADJACENT PROPERTIES.

No.	Revision/Description	Date

MTG ENGINEERS & SURVEYORS
5930 SUMMERHILL ROAD
TEXARKANA, TEXAS
P 903.838.8533
www.mtgengineers.com
TBPE FIRM NO. F-354
AR COA NO. 125
© MTG 2025

STATE OF TEXAS
DAVID A. WILLIAMS
68437
REGISTERED
PROFESSIONAL ENGINEER

3/10/2025
Issued for PD Site Plan Approval Only.

Scale	Drawn By	Checked By	File No.
AS SHOWN	A.M.G.	D.A.W.	

PLANNED DEVELOPMENT SITE PLAN

BENDER ROAD DUPLEXES
TEXARKANA, TEXAS
JPM RENTAL PROPERTIES, LLC

Drawing Date: 3/10/2025
Project Number: 246105
Sheet Number: C2

Attachment: 2025-054 EXH 'A' (Site Plan) (4479 : 2025-054 ORD Amendment to PD-25-1 site plan approval 3001 Bender)

X:\2024 Projects\246105 Bender Rd Duplexes\05 Engineering Design\Design\DES_04.pro
Mon Mar 10, 2025 12:04pm

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.

WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

THAT PAMELA CHERYL MULDREW, GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, does hereby grant, bargain, sell and convey unto JPM RENTAL PROPERTIES, LLC, GRANTEE, and unto its heirs and assigns forever, subject to the reservations from and exceptions to the conveyance and warranty, the following described lands located in the County of Bowie, State of Texas:

All that certain tract or parcel of land being a part of the L. T. KING HEADRIGHT SURVEY, A-327, Bowie County, Texas, and being all of a 5.0 acre tract as described in Fiduciary Deed from Estate of Carl W. Self, through its Independent Executrix, Peggy A. Self to Peggy A. Self, dated August 30, 2004, recorded in Volume 4400, Page 199 of the Real Property Records of Bowie County, Texas, and being more particularly described as follows:
BEGINNING at a found 1/2" rebar for corner on the South right-of-way lie of Bender Road at the Northeast corner of the above described 5.0 acre tract of land, same being the Northwest corner of a 5.00 acre tract as described in Warranty Deed to Brian G. Griffith recorded in Volume 4871, Page 254 of the Real Property Records of Bowie County, Texas;
THENCE: S 00°. 34' 31" W, with the East boundary line of the above described 5.0 acre tract, same being the West boundary line of the above described 5.00 acre tract, 779.38 feet to a set 5/8" rebar with plastic cap (Stamped R.P.L.S. 4874 Typical) for corner on the North right-of-way line of West Wallace Street;
THENCE: N 89° 40' 53" W, with the North right-of-way line West Wallace Street, 280.00 feet to a set 5/8" rebar with plastic cap for corner in an existing fence line;
THENCE: N 00° 33' 30" E, along an existing fence line, same being the West boundary line of the above described 5.0 acre tract, same being the East boundary line of a 2.482 acre tract as described in Warranty Deed to Brenda Louise Davis, recorded in Volume 1730, Page 324 of the Real Property Records of Bowie county, Texas, 777.82 feet to a found 1/2" metal bold for corner on the South right-of-way lie of Bender Road;

Attachment: 2025-054 EXH 'B' (Legal Description) (4479 : 2025-054 ORD Amendment to PD-25-1 site plan approval 3001 Bender)

THENCE: N 90° 00' 00" E, with the North boundary lien of the above described 5.0 acre tract, same being the South right-of-way line of Bender Road, 280.24 feet to the POINT OF BEGINNING, containing 5.0068 acres of land, more or less.

This conveyance is made subject to the following reservations from and exceptions to the conveyance:

Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, of any spouse of Grantee; any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities to: (a) tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans; (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government; (c) filled-in lands, or artificial islands; (d) statutory water rights, including riparian rights; (e) the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area; standby fees, taxes and assessments by any taxing authority for the year 2023 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year; rights of parties in possession; an easement located on the property granted Southwestern Electric Power Company by instrument recorded in/under Volume 478, Page 271, Clerk's File No. 1795 of the Deed Records of Bowie County, Texas; any and all items, including but not limited to, any shortages in area and/or discrepancies in boundaries, the existence of which would be shown by a current and accurate survey of the property; all leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the public record.

Grantor, for the consideration and subject to the reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Attachment: 2025-054 EXH 'B' (Legal Description) (4479 : 2025-054 ORD Amendment to PD-25-1 site plan approval 3001 Bender)

WITNESS my hand this 26 day of October, 2023.

Pamela Cheryl Muldrew

State of Texas
County of Bowie

On this day before the undersigned Notary Public, personally appeared Pamela Cheryl Muldrew, satisfactorily proven to be the person whose name appears as Grantor in the foregoing instrument and stated that she executed the same for the consideration, uses and purposes therein stated.

In witness whereof, I hereunto set my hand and seal on this 26 day of October, 2023.

Notary Public in and for the
State of Texas

My commission expires: _____

CAROLYN S. FAOLIU
My Notary ID # 3519927
Expires October 21, 2026

Document prepared by:
Unger Law Firm
Michael R. Unger, Attorney
4608 Summerhill Road
Texarkana, TX 75503

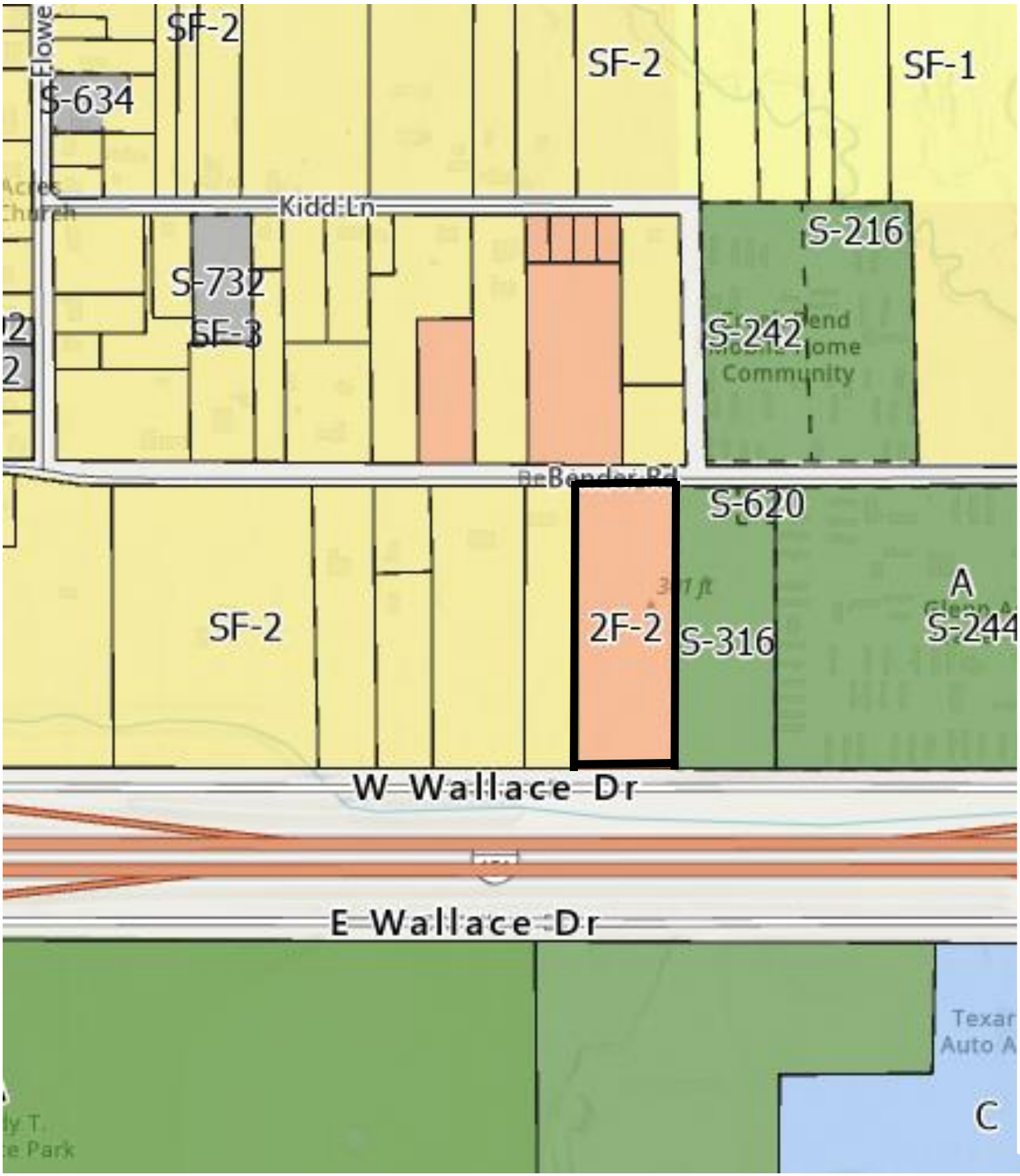
Grantee's Address:
JPM Rental Properties, LLC
1310 Old Post Rd
Texarkana AR 71854

2165598

Attachment: 2025-054 EXH 'B' (Legal Description) (4479 : 2025-054 ORD Amendment to PD-25-1 site plan approval 3001 Bender)

2025-054 ATTH 01
Amendment to PD-25-1

3001 Bender Road



Attachment: 2025-054 ATTH 01 (Maps) (4479 : 2025-054 ORD Amendment to PD-25-1 site plan approval 3001 Bender)

2025-054 ATTH 01
Amendment to PD-25-1

3001 Bender Road

Attachment: 2025-054 ATTH 01 (Maps) (4479 : 2025-054 ORD Amendment to PD-25-1 site plan approval 3001 Bender)

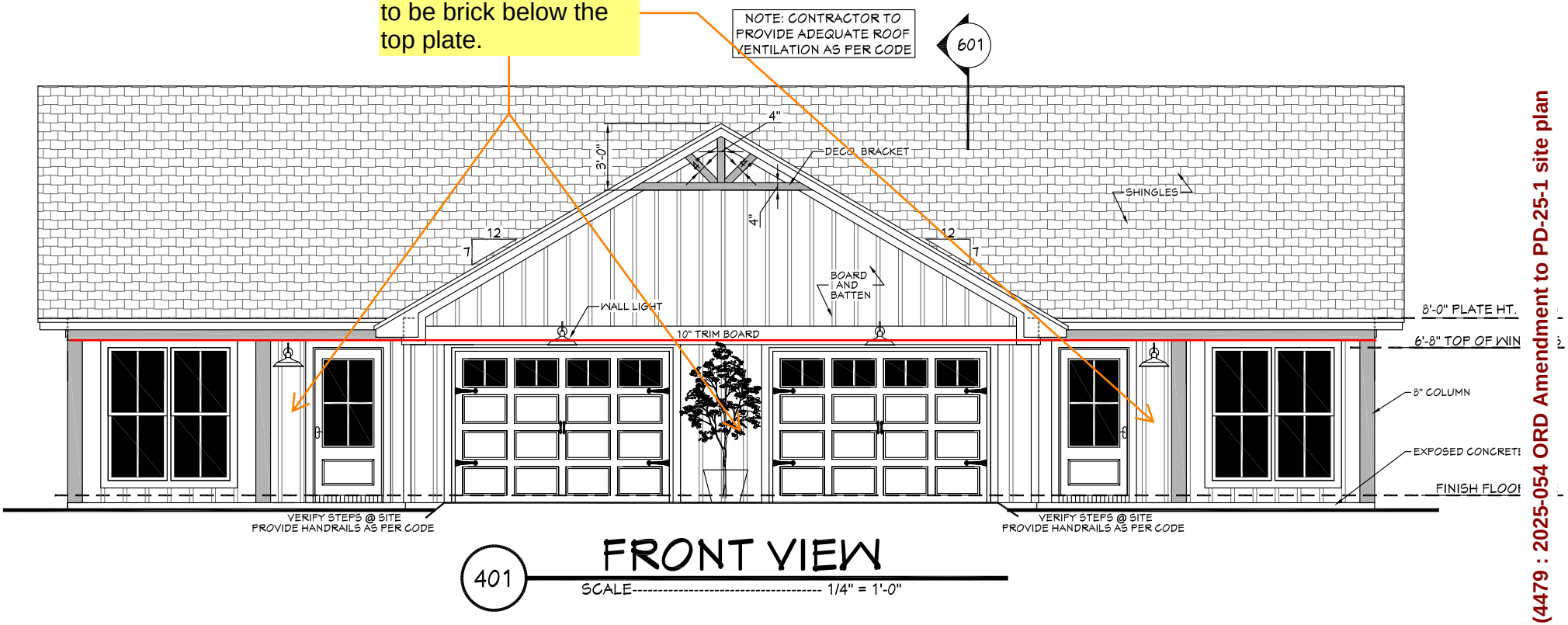
2025-054 ATTH 02

Amendment to PD-25-1

Attachment: 2025-054 ATTH 02 (Elevations) (4479 : 2025-054 ORD Amendment to PD-25-1 site plan

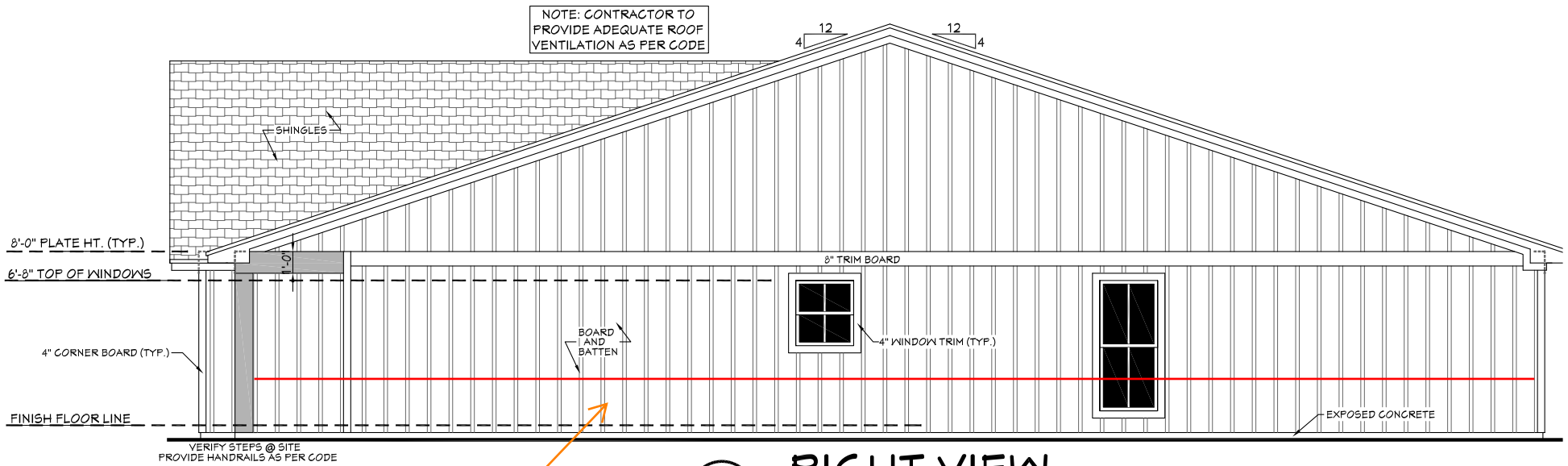
3001 BENDER ROAD
FRONT ELEVATION RENDERING

Note: Front Elevation to be brick below the top plate.



401 FRONT VIEW

SCALE---------- 1/4" = 1'-0"

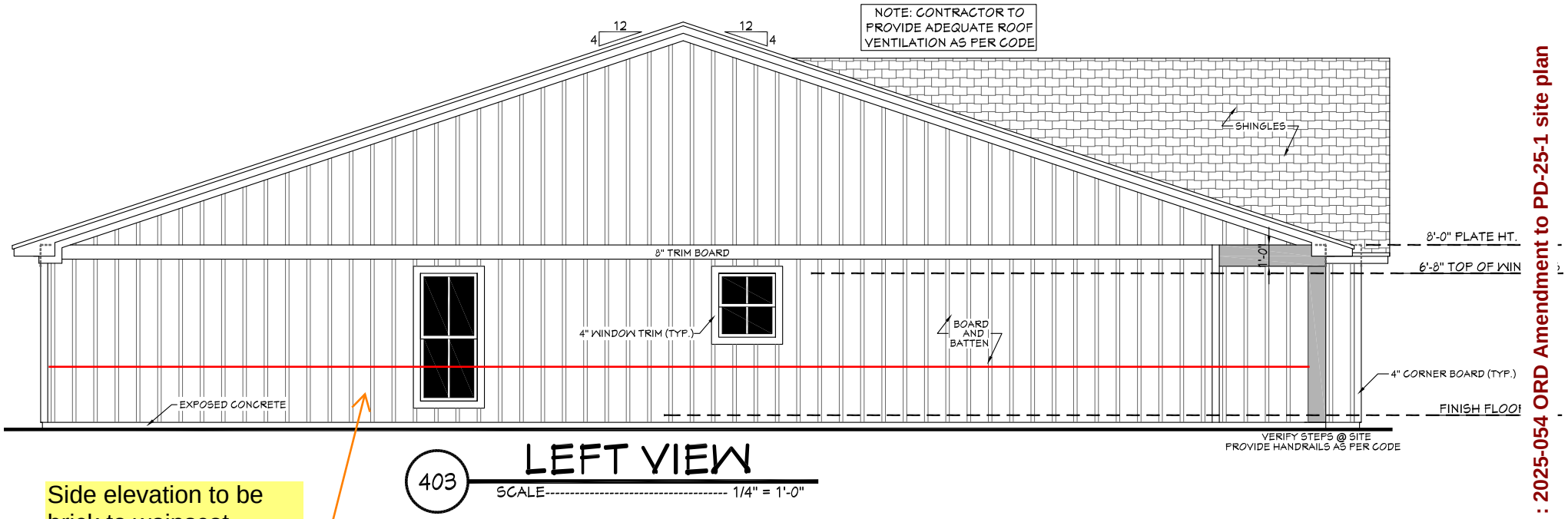


402 RIGHT VIEW

SCALE---------- 1/4" = 1'-0"

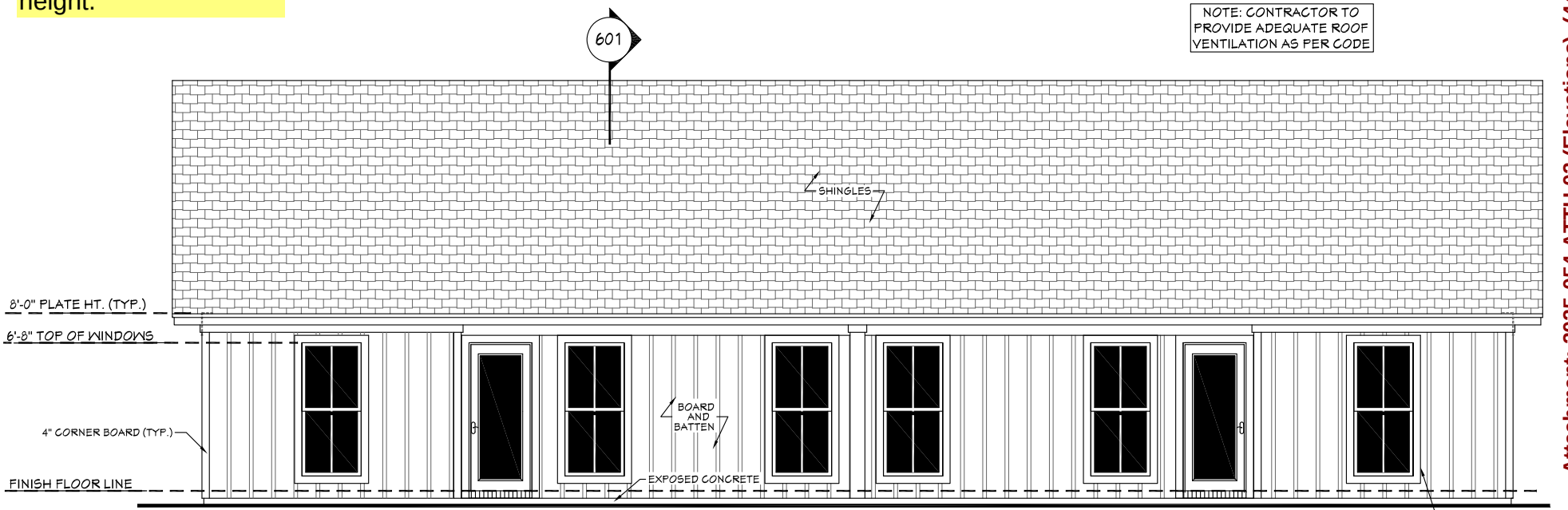
Side elevation to be brick to wainscot height.

Attachment: 2025-054 ATTH 02 (Elevations) (4479 : 2025-054 ORD Amendment to PD-25-1 site plan



403 LEFT VIEW
SCALE---------- 1/4" = 1'-0"

Side elevation to be brick to wainscot height.



404 REAR VIEW
SCALE---------- 1/4" = 1'-0"

Attachment: 2025-054 ATTH 02 (Elevations) (4479 : 2025-054 ORD Amendment to PD-25-1 site plan

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:			

Attachment: 2025-054 Goals & Perspectives (4479 : 2025-054 ORD Amendment to PD-25-1 site plan approval 3001 Bender)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 4/11/2025 10:04 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2025-055 rezoning on Lot 2, Block 1, Buchanan Avenue Addition, located at 1108 Willis Street (Ward 1) from Commercial to Single Family-3. Jermell Fulton, owner.		

Briefing: 4/14/2025 **Public Hearing:** 5/12/2025 **Council Vote:** 5/12/2025

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 Jermell Fulton, owner, to rezone Lot 2, Block 1, Buchanan Avenue Addition, located at 1108 Willis Street from Commercial to Single Family-3. The intention is to place a HUD code manufactured home on this property.

The Future Land Use Map has designated this property as “Mixed Use Development”.

The adjacent zoning is Commercial to the north, south, and west, Industrial-1 to the east. The adjacent land use is vacant land to the north, south, and west, and Union Pacific Railroad yard to the east.

Staff recommend for 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.

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:

April 7, 2025

Attachments

a. 2025-055 ORD Rezoning 1108 Willis Street (DOCX)
b. 2025-055 ATTH 01 (Maps) (PDF)
c. 2025-055 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Chiquita Burks	Reviewer	Skipped	04/09/2025 4:18 PM
Public Works Department	Dusty Henslee	Reviewer	Completed	04/10/2025 6:59 AM
City Manager	David Orr	Reviewer	Completed	04/10/2025 7:48 AM
City Council	Jennifer Evans	Meeting	Pending	04/14/2025 6:00 PM

Meeting History

Z-25-7

ORDINANCE NO. 2025-055

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING LOT 2, BLOCK 1, BUCHANAN AVENUE ADDITION, LOCATED AT 1108 WILLIS STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM COMMERCIAL 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 **Lot 2, Block 1, Buchanan Avenue Addition, located at 1108 Willis Street,** in the City of Texarkana, Bowie County, Texas, from **Commercial 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 Commercial to Single Family-3 on Lot 2, Block 1, Buchanan Avenue Addition, located at 1108 Willis 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 **Commercial 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 **Commercial 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 **Lot 2, Block 1, Buchanan Avenue Addition, located at 1108 Willis Street** in the City of Texarkana, Bowie County, Texas, from **Commercial to Single Family-3.**

Attachment: 2025-055 ORD Rezoning 1108 Willis Street (4480 : 2025-055 ORD rezoning C to SF-3 1108 Willis Street)

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 **12th day of MAY, 2025.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2025-055 ORD Rezoning 1108 Willis Street (4480 : 2025-055 ORD rezoning C to SF-3 1108 Willis Street)

2025-055 ATTH 01
Z-25-7

1108 Willis Street

Attachment: 2025-055 ATTH 01 (Maps) (4480 : 2025-055 ORD rezoning C to SF-3 1108 Willis Street)

1108 Willis Street

Attachment: 2025-055 ATTH 01 (Maps) (4480 : 2025-055 ORD rezoning C to SF-3 1108 Willis 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:			

Attachment: 2025-055 Goals & Perspectives (4480 : 2025-055 ORD rezoning C to SF-3 1108 Willis Street)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 4/9/2025 3:19 PM

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

Subject: Ordinance No. 2025-056 granting a Specific Use Permit to allow a HUD code manufactured home on Lot 2, Block 1, Buchanan Avenue Addition, located at 1108 Willis Street (Ward 1). Jermell Fulton, owner.

Briefing: 4/14/2025 **Public Hearing:** 5/12/2025 **Council Vote:** 5/12/2025

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 Jermell Fulton, owner, for a Specific Use Permit to allow the location of a single wide HUD code manufactured home on Lot 2, Block 1, Buchanan Avenue Addition, located at 1108 Willis Street.

The Future Land Use Map has designated this property as “Mixed Use Development”.

The adjacent zoning is Commercial to the north, south, and west, Industrial-1 to the east. The adjacent land use is vacant land to the north, south, and west, and Union Pacific Railroad yard to the 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 for approval of this request with the following stipulations:

1. That one 2020 or newer HUD code manufactured home be allowed on this property.
2. That the HUD code manufactured home be tied down/skirted/underpinned.
3. That the 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.

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:

April 7, 2025

Attachments

a. 2025-056 ORD SUP HUD code mnfctrd home 1108 Willis (DOCX)
b. 2025-056 ATTH 01 (Maps) (PDF)
c. 2025-056 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration 04/09/2025 4:19 PM	Chiquita Burks	Reviewer	Skipped	
Public Works Department 04/10/2025 6:59 AM	Dusty Henslee	Reviewer	Completed	
City Manager	David Orr	Reviewer	Completed	04/10/2025 7:48 AM
City Council	Jennifer Evans	Meeting	Pending	04/14/2025 6:00 PM

Meeting History

S-783

ORDINANCE NO. 2025-056

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-783 TO ALLOW THE LOCATION OF A HUD CODE MANUFACTURED HOME ON LOT 2, BLOCK 1, BUCHANAN AVENUE ADDITION, LOCATED AT 1108 WILLIS 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 HUD code manufactured home on **Lot 2, Block 1, Buchanan Avenue Addition, located at 1108 Willis 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 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-783 for the location of a single wide HUD code manufactured home on Lot 2, Block 1, Buchanan Avenue Addition, located at 1108 Willis Street,** in the City of Texarkana, Bowie County, Texas.

Attachment: 2025-056 ORD SUP HUD code mnfctrd home 1108 Willis (4481 : 2025-056 ORD SUP HUD code mnfctrd home 1108 Willis)

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

1. That one 2020 or newer HUD code manufactured home be allowed on this property.
2. That the HUD code manufactured home be tied down/skirted/underpinned.
3. That the HUD code manufactured home be used for dwelling purposes only, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

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

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

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

PASSED AND APPROVED in Regular Council Session on this the **12th day of May, 2025.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2025-056 ORD SUP HUD code mnfctrd home 1108 Willis (4481 : 2025-056 ORD SUP HUD code mnfctrd home 1108 Willis)

2025-056 ATTH 01

S-783

1108 Willis Street

Attachment: 2025-056 ATTH 01 (Maps) (4481 : 2025-056 ORD SUP HUD code mnfctrd home 1108 Willis)

2025-056 ATTH 01
S-783

1108 Willis Street

Attachment: 2025-056 ATTH 01 (Maps) (4481 : 2025-056 ORD SUP HUD code mnfctrd home 1108 Willis)

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:			

Attachment: 2025-056 Goals & Perspectives (4481 : 2025-056 ORD SUP HUD code mnfctrd home 1108 Willis)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 4/9/2025 3:18 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2025-057 granting a Specific Use Permit to allow a HUD code manufactured home on an approximate 1.85-acre tract of land (being Tract 36C) R. E. Sevey HRS, A-523, located at 2591 Page Street (Ward 1). Jonathan Fowler, owner.		

Briefing: 4/14/2025 **Public Hearing:** 5/12/2025 **Council Vote:** 5/12/2025

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 Jonathan Fowler, owner, for a Specific Use Permit to allow the location of a single wide HUD code manufactured home on an approximate 1.85-acre tract of land (being Tract 36C), R. E. Sevey HRS, A-523, located at 2591 Page Street. This property is currently a vacant lot.

The Future Land Use Map has designated this property as “Suburban Residential”.

The adjacent zoning is Single Family -1 to the east, west, and south, Single Family-2 to the north. The adjacent land use is residential to the west, vacant lant to the east, south, and north.

The City’s Zoning Ordinance was amended to comply with the state law in 2002, requiring that all manufactured housing be HUD code building standard. This amendment also stipulated that all HUD code manufactured homes inside the city limits be placed in the Single Family-3 zoning district along with the approval of a Specific Use Permit.

Staff recommend approval of this request with the following stipulations:

1. That one 2018 or newer 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.
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:

April 7, 2025

Attachments

a. 2025-057 ORD SUP HUD code mnfctrd home 2591 Page St (DOCX)
b. 2025-057 EXH 'A' (Legal Description) (PDF)
c. 2025-057 ATTH 01 (Maps) (PDF)
d. 2025-057 ATTH 02 (Floorplans) (PDF)
e. 2025-057 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Chiquita Burks	Reviewer	Skipped	04/09/2025 4:19 PM
Public Works Department	Dusty Henslee	Reviewer	Completed	04/10/2025 6:59 AM
City Manager	David Orr	Reviewer	Completed	04/10/2025 7:48 AM
City Council	Jennifer Evans	Meeting	Pending	04/14/2025 6:00 PM

Meeting History

S-795

ORDINANCE NO. 2025-057

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-795 TO ALLOW THE LOCATION OF A HUD CODE MANUFACTURED HOME ON AN APPROXIMATE 1.85-ACRE TRACT OF LAND (BEING TRACT 36C), R.E. SEVEY HRS, A-523, LOCATED AT 2591 PAGE 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 HUD code manufactured home on **an approximate 1.85-acre tract of land (being Tract 36C), R.E. Sevey HRS, A-523 (Exhibit 'A'), located at 2591 Page 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 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-795 for the location of a HUD code manufactured home on an approximate 1.85-acre tract of land (being Tract 36C), R.E. Sevey HRS, A-523 (Exhibit 'A'), located at 2591 Page Street,** in the City of Texarkana, Bowie County, Texas.

Attachment: 2025-057 ORD SUP HUD code mnfctrd home 2591 Page St (4482 : 2025-057 ORD SUP HUD code mnfctrd home 2591 Page Street)

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

1. That one 2018 or newer HUD code manufactured home be allowed on this property.
2. That the HUD code manufactured home be tied down/skirted/underpinned.
3. That the HUD code manufactured home be used for dwelling purposes only, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

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

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

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

PASSED AND APPROVED in Regular Council Session on this the **12th day of MAY, 2025.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2025-057 ORD SUP HUD code mnfctrd home 2591 Page St (4482 : 2025-057 ORD SUP HUD code mnfctrd home 2591 Page Street)

Filed and Recorded: 03/07/2024 03:45:52 PM 2025-057 EXH 'A'
2024-00002136 DEED Total Pages: 4
Tina Petty, Bowie County Clerk

S-795

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.

Special Warranty Deed with Vendor's Lien

Date: **11/22/2023**

Grantor: **219 Marshall, LLC a Delaware Limited Liability Company**

Grantor's Mailing Address: **P.O. Box 741209**
Houston, TX 77274-1209

Grantee: **Jonathan Todd Fowler**

Grantee's Mailing Address: **2900 Main Street, Texarkana, TX 75503**

Consideration: A promissory note of even date executed by Grantee and payable to the order of Grantor in the principal amount of **$ 48,500.00** which is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Jose Martinez, Trustee, for the benefit of Grantor.

Property (including any improvements): All that certain tract or parcel of land (together with all improvements thereon, if any) situated in **Bowie County**, Texas, being more particularly described as, **1.842 Acres, more or less, out of the R.E. Sevey Survey, Abstract 523, (Bowie CAD Tract #36C), City of Texarkana, Bowie County, Texas (Volume 4593, Page 107, Deed Records, Bowie County, Texas).**

Reservations from Conveyance: All Oil, Gas and other Minerals in an under that may be produced from the property.

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 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, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of the County in which the Property is located; and taxes for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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

Initials: JF

Attachment: 2025-057 EXH 'A' (Legal Description) (4482 : 2025-057 ORD SUP HUD code mnfctrd home 2591 Page Street)

against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS, WHERE IS" with any and all latent and patent faults and defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee Acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties, except for the special warranties of title set forth in this deed.

The vendor's lien against and superior title to the Property are retained until the promissory note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

219 Marshall, LLC a Delaware Limited Liability Company, acting by and through its Member, 219 Marshall Trust

By: _____
Jose Martinez, Authorized Signer

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 22 day of NOV., 2023, by **Jose Martinez, Authorized Signer of 219 Marshall Trust, Member of 219 Marshall, LLC a Delaware Limited Liability Company.**

(SEAL)

Sandra Benavides
My Commission Expires
4/13/2026
Notary ID
126339220

_____
Notary Public, State of Texas

Sandra Benavides
Notary Name Printed or Typed

My Commission Expires:

_____

Sandra Benavides
My Commission Expires
4/13/2026
Notary ID
126339220

Initials: JF

Attachment: 2025-057 EXH 'A' (Legal Description) (4482 : 2025-057 ORD SUP HUD code mnfctrd home 2591 Page Street)

Grantee's Acceptance of Deed

Grantee accepts the attached deed and consents to its form and substance. Grantee acknowledges that the terms of the deed conform with Grantee's intent and that they will control in the event of any conflict with the contract Grantee signed regarding the Property described in the deed. Grantee waives and releases all claims against Grantor, including fraud and fraudulent inducement against Grantor and all persons and entities associated with Grantor.

GRANTEE(S):

Jonathan Todd Fowler

THE STATE OF TEXAS §
§
COUNTY OF Bowie §

This instrument was acknowledged before me on the 22 day of NOV, 2023, by **Jonathan Todd Fowler.**

(SEAL)

Notary Public, State of Texas

My Commission Expires:

Notary Name Printed or Typed

RETURN TO:
219 Marshall, LLC a Delaware Limited Liability Company
P.O. Box 741209
Houston, TX 77274-1209

J Loyd
MY COMMISSION EXPIRES
9/26/2025
NOTARY ID: 4700265

Attachment: 2025-057 EXH 'A' (Legal Description) (4482 : 2025-057 ORD SUP HUD code mnfctrd home 2591 Page Street)

THE STATE OF TEXAS
COUNTY OF BOWIE

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Bowie County, Texas.

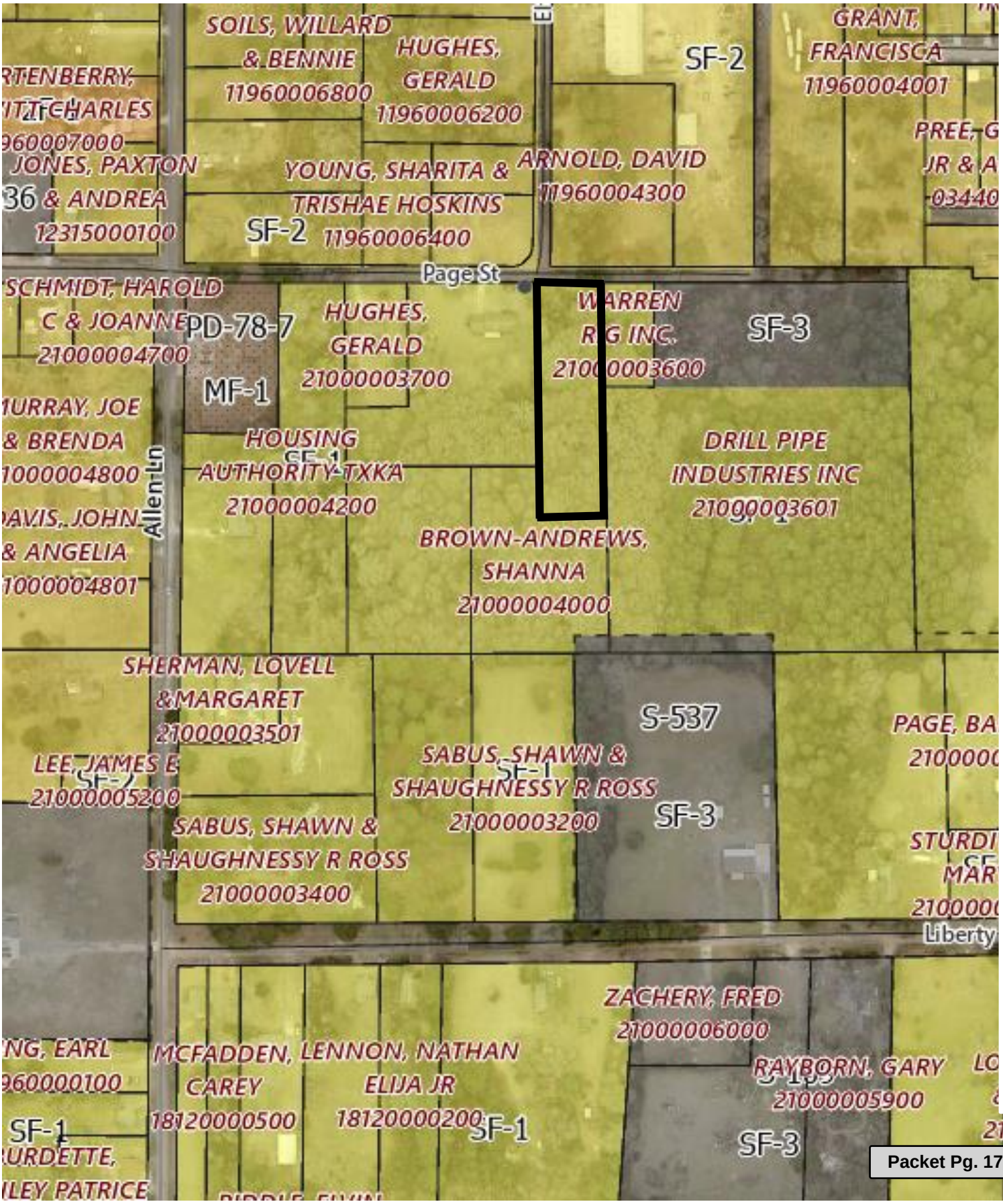
2024-00002136 DEED
03/07/2024 03:45:52 PM Total Fees: $33.00

Tina Petty,County Clerk
Bowie County, Texas

Tina Petty

Attachment: 2025-057 EXH 'A' (Legal Description) (4482 : 2025-057 ORD SUP HUD code mnfctrd home 2591 Page Street)

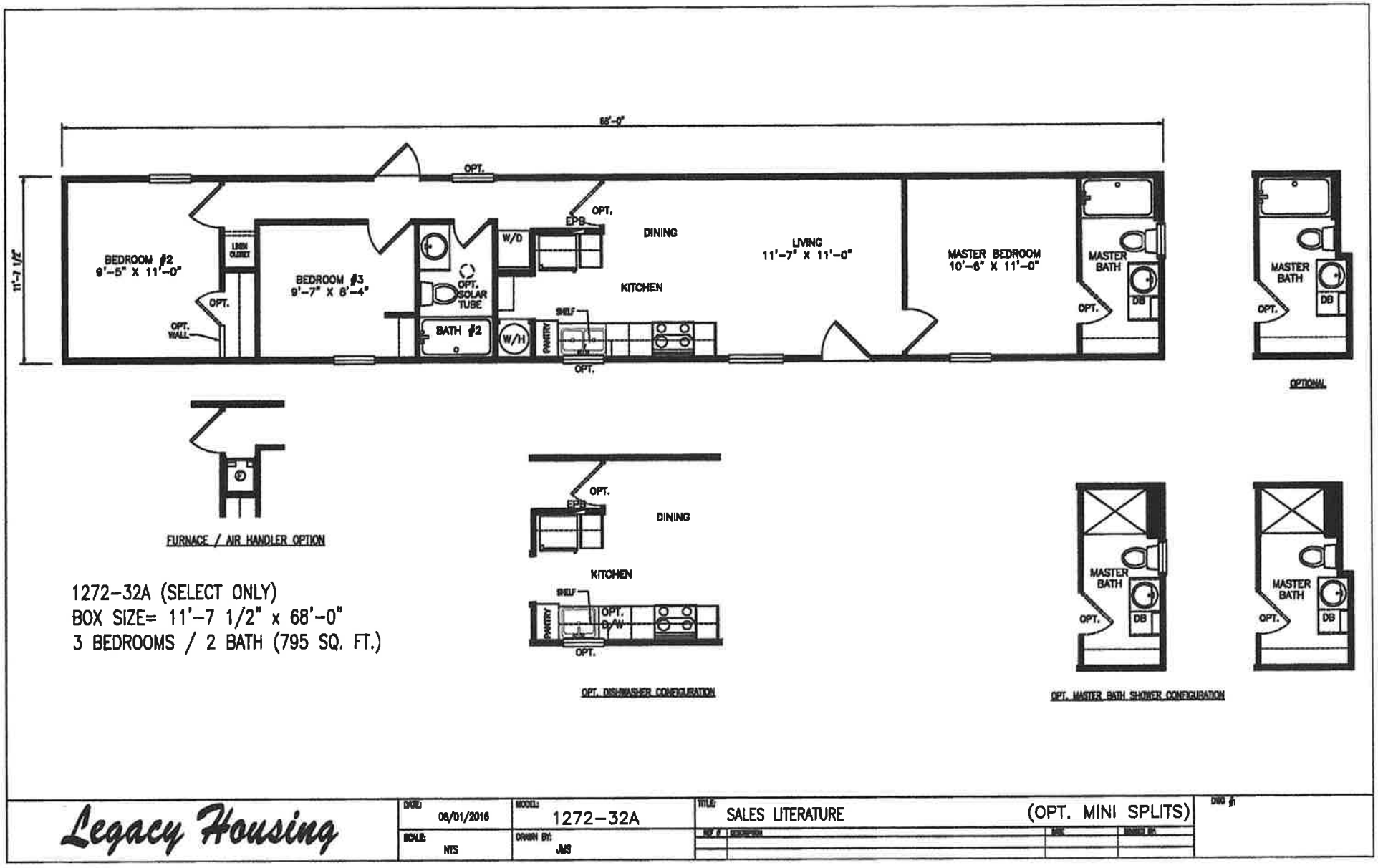
2591 Page Street



Attachment: 2025-057 ATTH 01 (Maps) (4482 : 2025-057 ORD SUP HUD code mnfctrd home 2591 Page Street)

2591 Page Street

Attachment: 2025-057 ATTH 01 (Maps) (4482 : 2025-057 ORD SUP HUD code mnfctrd home 2591 Page Street)



1272-32A (SELECT ONLY)
BOX SIZE= 11'-7 1/2" x 68'-0"
3 BEDROOMS / 2 BATH (795 SQ. FT.)

Legacy Housing	DATE: 08/01/2016	MODEL: 1272-32A	TITLE: SALES LITERATURE (OPT. MINI SPLITS)
	SCALE: NTS	DRAWN BY: JMS	DWG #:

Attachment: 2025-057 ATTH 02 (Floorplans) (4482 : 2025-057 ORD SUP HUD code mnfctrd home 2591

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:			

Attachment: 2025-057 Goals & Perspectives (4482 : 2025-057 ORD SUP HUD code mnfctrd home 2591 Page Street)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 4/9/2025 3:18 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2025-058 granting a Specific Use Permit to allow a HUD code manufactured home on Lots 16-18, Block 3, City IMPROV CO West Side 2ND, located at 502 Sulphur Street (Ward 1). Leticia Perez, owner.		

Briefing: 4/14/2025 **Public Hearing:** 5/12/2025 **Council Vote:** 5/12/2025

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 Leticia Perez, owner for a Specific Use Permit to allow the location of a HUD code manufactured home on Lots 16-18, Block 3, City IMPROV CO West Side 2nd, located at 502 Sulphur Street. The property is zoned Single Family-3.

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

The adjacent zoning is Single Family-3 to the north, south, east, and west. The adjacent land usage is vacant land to the north, south, west, and residential to the east.

A Specific Use Permit is required to allow permanent cosmetics in the General Retail zoning district.

Staff recommend approval of this request with the following stipulations:

1. That one 2020 or newer HUD code manufactured home be allowed on this property.
2. That the HUD code manufactured home be tied down/skirted/underpinned.
3. That the 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.

All notification and application requirements have been met to consider 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 building codes, setbacks, subdivision, fire, parking, drainage, water and sewer prior to the issuance of building permits.

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:

April 7, 2025

Attachments

a. 2025-058 ORD SUP HUD code mnfctrd home 502 Bertha (DOCX)
b. 2025-058 ATTH 01 (Maps) (PDF)
c. 2025-058 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration		Chiquita Burks	Reviewer	Skipped
	04/09/2025 4:20 PM			
Public Works Department		Dusty Henslee	Reviewer	Completed
	04/10/2025 7:00 AM			
City Manager	David Orr	Reviewer	Completed	04/10/2025 7:49 AM
City Council	Jennifer Evans	Meeting	Pending	04/14/2025 6:00 PM

Meeting History

S-808

ORDINANCE NO. 2025-058

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-808 TO ALLOW THE LOCATION OF A HUD CODE MANUFACTURED HOME ON LOTS 16-18, BLOCK 3, CITY IMPROV CO WEST SIDE 2ND, LOCATED AT 502 SULPHUR 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 HUD code manufactured home on **Lots 16-18, Block 3, City IMPROV CO West Side 2nd, located at 502 Sulphur 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 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-808 for the location of a HUD code manufactured home** on **Lots 16-18, Block 3, City IMPROV CO West Side 2nd, located at 502 Sulphur Street,** in the City of Texarkana, Bowie County, Texas.

Attachment: 2025-058 ORD SUP HUD code mnfctrd home 502 Bertha (4483 : 2025-058 ORD SUP HUD code mnfctrd home 502 Sulphur Street)

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

1. That one 2020 or newer HUD code manufactured home be allowed on this property.
2. That the HUD code manufactured home be tied down/skirted/underpinned.
3. That the HUD code manufactured home be used for dwelling purposes only, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

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

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

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

PASSED AND APPROVED in Regular Council Session on this the **12th day of May, 2025.**

ATTEST:

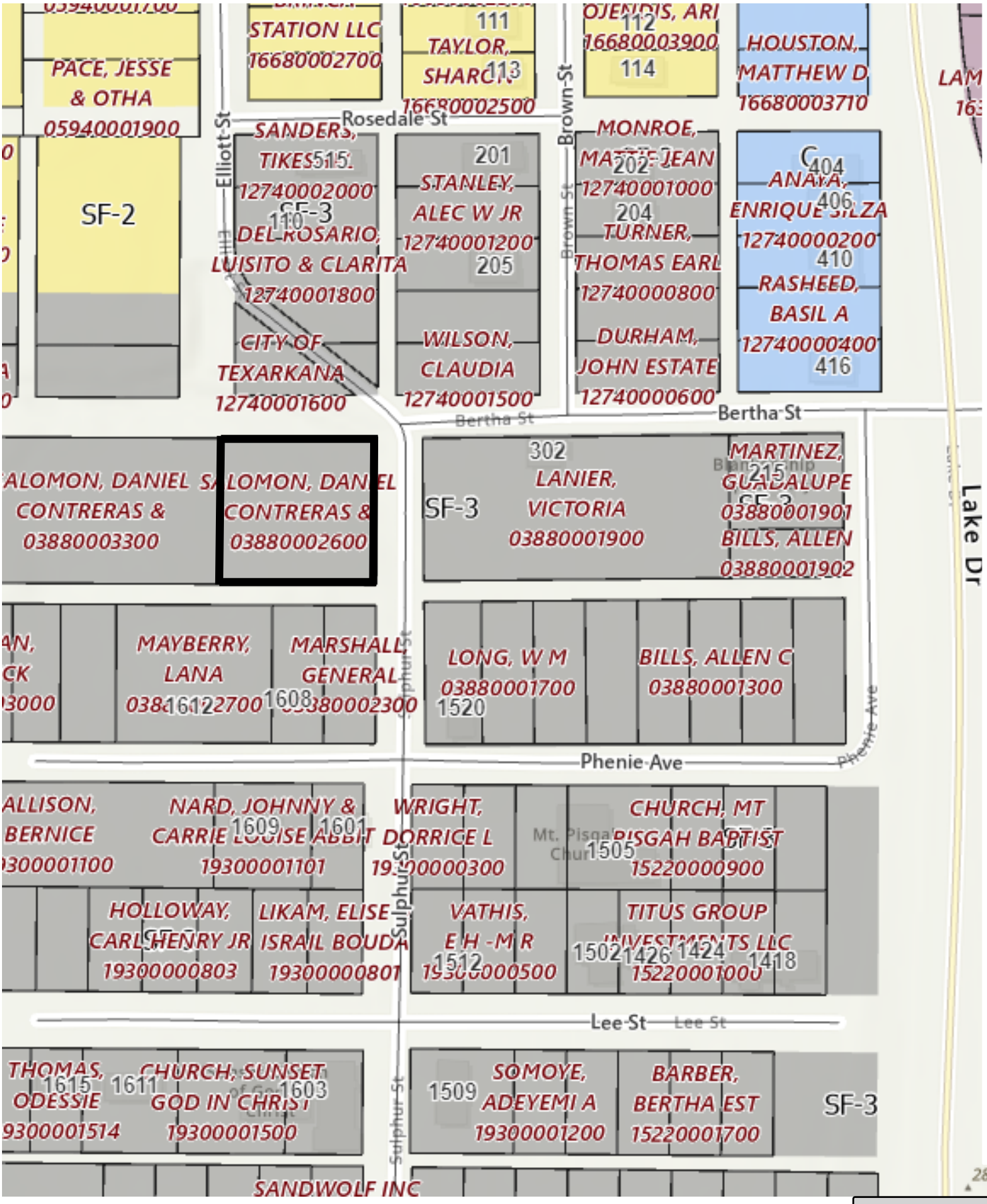
_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2025-058 ORD SUP HUD code mnfctrd home 502 Bertha (4483 : 2025-058 ORD SUP HUD code mnfctrd home 502 Sulphur Street)

2025-058 ATTH 01
S-808

502 Sulphur Street



Attachment: 2025-058 ATTH 01 (Maps) (4483 : 2025-058 ORD SUP HUD code mnfctrd home 502 Sulphur Street)

2025-058 ATTH 01
S-808

502 Sulphur Street

Attachment: 2025-058 ATTH 01 (Maps) (4483 : 2025-058 ORD SUP HUD code mnfctrd home 502 Sulphur 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:			

Attachment: 2025-058 Goals & Perspectives (4483 : 2025-058 ORD SUP HUD code mnfctrd home 502 Sulphur Street)

City of Texarkana, Texas

Version: C

Briefing Sheet

Update Date: 4/11/2025 9:18 AM

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary

Subject: Resolution No. 2025-023 suspending the effective date for ninety (90) days in connection with the application of Summit Utilities Arkansas, Inc., to increase natural gas rates; and requesting that Summit produce additional information.

Briefing: 4/14/2025 **Public Hearing:** 4/14/2025 **Council Vote:** 4/14/2025

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

Summit Utilities Arkansas, Inc. (SUA), the City's natural gas franchisee, intends to propose a rate increase effective May 1. 2025. SUA delivered a revised statement of intent to increase rates on Monday, March 10, prior to the City Council's regular meeting: SUA stated that the effect of the Company's proposed new rate schedules and tariff changes is to increase SUA's net annual non-gas revenues in the City by approximately $2,008,845 per year; and that the changes represent a total increase to the Company's revenues for the City of approximately 25.6%, constituting a "major change" as that term is defined in Texas law.

Summit had been asked by City staff, and declined, to implement a graduated rate, pointing out that the Council implemented a ten-year plan of graduated water rates. An example of a graduated increase for natural gas rates would be 50% of the rate increase implemented on the effective date, and the remaining 50% for January 2026. The Arkansas Public Service Commission, when approving a negotiated settlement, required Summit to defer for four months half of its requested cost recovery for Winter Storm Uri. Summit had been queried by City staff on the additional BDA and SSER riders, with concerns voiced that the riders shift cost burdens to customers, but Summit proposed no Texas-tailored changes to these riders.

Executive Summary and Background Information:

The recitals of proposed Resolution No. 2025-023 detail the following:

- Summit's Statement of Intent;
- a review of applicable Texas law and provisions of the City Charter and the City's Natural Gas Franchise Ordinances;
- the last substantive rate increase for natural gas in 2017 and Summit's assumption of the City franchise in 2022;
- the 2024 Arkansas Public Service Commission proceedings in 2024 which Summit references in its Statement of Intent; and
- Summit's March 10 presentation to the City Council and unresolved issues which prompt the need for further scrutiny.

City staff submits that Summit has produced insufficient evidence for its rate increase. Pursuant to the City Charter, Article XV, Section 5:

- Summit must provide clear, competent, and convincing evidence of the value of its investments allocated to service in Texarkana and the expenses and revenues associated with providing the service; and
- If the Council finds the evidence insufficient, it may require additional evidence at a follow-up hearing, which must occur within 30 days of the original hearing.

Given the multiple times Summit referred to Arkansas Public Service Commission rate-making as a "proxy" for rate-making in Texas, City staff submits that Summit misperceives (i) the franchise agreement requirements—Arkansas rates serve as a ceiling for Texas rates, not a proxy, (ii) the City Council's regulatory authority—the Council, not the Arkansas Public Service Commission, determines the just and reasonable rates for Texarkana, Texas, and (iii) the citizens' directive through the City Charter—the Council, not an Arkansas regulatory body, reviews and investigates rate increase requests for the City of Texarkana, Texas.

Potential Options:

The City Council may, per Texas law:

- Take no action: Summit's proposed rates then go into effect on May 1; residential and commercial customers will experience an increase in natural gas rates; the Council would have no further input into natural gas ratemaking until the next rate increase request.
- Deny the proposed increase: a denial would typically lead to a utility filing an appeal to the Railroad Commission (RRC) to decide the rates; the Council would have no further input into natural gas ratemaking until the next rate increase request.
- Suspend the proposed effective date by resolution: a suspension (up to the statutorily allowed period - 90 days) delays final action on the merits, enables a more thorough evaluation of the proposal's financial and operational impact, affords time for the City Council and City staff to propose (and for Summit to consider) alternatives to the utility. Since Summit proposed an effective date of May 1, 2025, a full 90-day suspension period ends on July 30, 2025, and resets the effective date to July 31, 2025, by which time the Council must take final action.)

Fiscal Implications:

- Taking no action: increased rates go into effect May 1, 2025.
- Approving the suspension resolution: effective date resets to July 31 2025; Texas law requires the utility to reimburse the City's rate case expenses.

Staff Recommendation:

City staff recommends adopting the proposed resolution:

- suspending the effective date for rate increases to July 31, 2025;
- setting an additional public hearing for May 12 per Charter requirements; and
- authorizing the City Manager to coordinate and participate with other local municipalities to form an alliance of cities to review the merits of Summit's

application to increase rates, and – if necessary – retain the assistance of specialized legal counsel or rate experts for review of Summit's rate application.

Review strategies during the suspension include requesting that Summit (i) produce adequate financial and other documentation listed in Section 3 of the resolution, including but not limited to rate-related and riders-related information, (ii) reconsider a graduated implementation of rate increases, and (iii) reevaluate compliance with Texas ratemaking law regarding the proposed riders.

Advisory Board/Committee Review:

None.

Board/Committee Recommendation:

Not applicable.

Advisory Board/Committee Meeting Date and Minutes:

Not applicable.

Attachments

a. 2025-023 RES Summit gas rates suspend 90 days (DOCX)
b. 2025-023 ATTH 01 2025-03-10 SUA Stmt of Intent - 2 pgs (PDF)
c. 2025-023 ATTH 02 SUA RC Texas Deck FINAL PDF (PDF)
d. 2025-023 ATTH 03 SUA TX tarriff revisions list (PDF)
e. 2025-023 ATTH 04 SUA email to customers (PDF)
f. 2025-023 Goals & Perspectives (DOCX)

Staff Coordination

City Attorney	Jeffery C. Lewis	Review	Completed	04/07/2025 12:36 PM
City Manager	Jennifer Evans	Department Head Review	Completed	04/07/2025 4:54 PM
Public Works Department	Dusty Henslee	Review	Completed	04/08/2025 7:04 AM
Finance Department	Jennifer Evans	Review	Skipped	04/07/2025 1:10 PM
City Manager	Jennifer Evans	City Manager Review	Skipped	04/07/2025 1:11 PM
City Council	Jennifer Evans	Meeting	Pending	04/14/2025 6:00 PM

Meeting History

RESOLUTION NO. 2025-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, SUSPENDING THE EFFECTIVE DATE FOR NINETY DAYS IN CONNECTION WITH THE APPLICATION TO INCREASE NATURAL GAS RATES FILED BY SUMMIT UTILITIES ARKANSAS, INC., ON MARCH 10, 2025; REQUESTING THAT SUMMIT PRODUCE ADDITIONAL INFORMATION; REQUIRING REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; AUTHORIZING PARTICIPATION IN A COALITION OF SIMILARLY SITUATED CITIES; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL AND EXPERTS; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; CONTAINING SEVERABILITY AND SUPERSEDING CLAUSES; CONTAINING LEGISLATIVE FINDINGS; AND DECLARING AN EFFECTIVE DATE.

Recitals

Summit's Statement of Intent and Proposed Rate Changes

WHEREAS, Summit Utilities Arkansas, Inc. ("SUA" or "Summit" or "Company") filed a Statement of Intent with the City on March 10, 2025, to change its rate schedules and tariffs within the corporate limits of the City, proposing an effective date of May 1, 2025:

- per SUA, the effect of its proposed new rate schedules and tariff changes is to increase its net annual non-gas revenues in the City by approximately $2,008,845 per year;

- SUA stated that the changes represent a total increase to the Company's revenues for the City of approximately 25.6%, and the proposed revisions to the rate schedules amount to an increase per month of approximately $16.20 for the average residential customer in the City;

- per SUA, the primary drivers of the proposed rate increase are increases in rate base, and depreciation and amortization expense, reflecting SUA's plant investments to ensure a safe and reliable system for customers; and that SUA's interim rates set in 2022 reflected a revenue requirement that was less than the Company's cost of service;

- SUA stated it has continued to make substantial capital investments necessary to maintain a safe and reliable system, and those expenditures are continuing to grow due to aging infrastructure and more stringent pipeline safety and integrity regulations;

- SUA proposed a new Billing Determinant Adjustment Rider ("BDA"), a revised System Safety Enhancement Rider ("SSER"), revisions to SUA's current tariff Pooling and Agency Agreements, and revisions to the telemetry provisions of the Company's Small (SCS-1, 2, and 3) and Large-Commercial (LCS-1) Firm Service tariffs;

Attachment: 2025-023 RES Summit gas rates suspend 90 days (4426 : 2025-023 RES Summit Util suspend 90 days rate increase)

- with its Statement of Intent, SUA submitted Order No. 12 of the Arkansas Public Service Commission ("Arkansas PSC"), Docket 23-079-U, Doc. 215, filed and signed Nov. 21, 2024, a one-page revision list, over 100 pages of "clean" proposed tariffs, and 96 pages of "redlined" tariffs; and

WHEREAS, upon information and belief, Summit delivered a similar statement of intent to increase rates to the Cities of Nash, Redwater, and Wake Village, but has stated that it does not intend to propose rate changes for the environs (that is, the unincorporated areas within its Texas customer base); and

WHEREAS, on or about March 14, 2025, Summit provided its customers via email the following "average residential customer" bill increases per month:

Texarkana:	$16.20 increase per month (avg. 36 Ccf)
Wake Village:	$15.47 increase per month (avg. 33 Ccf)
Nash:	$14.84 increase per month (avg. 31 Ccf)
Redwater:	$16.19 increase per month (avg. 36 Ccf); and

WHEREAS, Summit published in the local newspaper on March 16, 23, and 30, 2025, and April 6, 2025, information which contained differing monthly averages as compared to the email information Summit sent to customers; and

	Average Customer Counts						
	Residential	SCS-1	TSO		Revenue Increase $	Monthly Avg. Res Increase $	Revenue Increase %
Texarkana	9047	1422	4	$	2,008,845	$15.92	25.6%
Wake Village	1532	63	0	$	277,822	$14.49	31.6%
Nash	430	77	1	$	94,617	$14.52	23.8%
Redwater	116	19	0	$	22,399	$14.42	28.6%

WHEREAS, Summit had previously submitted to the City Manager, on January 23, 2025, a statement of intent for an effective date of March 1, 2025, later withdrawn, which lacked Texas-specific proposed tariffs but contained the same $15.92 average residential customer rate per month as published in the newspaper; and

Texas Law; City Charter;
City's Natural Gas Franchise Ordinances

WHEREAS, pursuant to the Texas Gas Utility Regulatory Act ("GURA"), specifically Chapters 103 and 104 of the Texas Utilities Code, the City is a regulatory authority with exclusive original jurisdiction over Summit's rates, operations, and services within the municipality; and when a gas utility files an application to increase rates, the City Council may:

- take no action: the utility's proposed rates go into effect on the proposed effective date;

Attachment: 2025-023 RES Summit gas rates suspend 90 days (4426 : 2025-023 RES Summit Util suspend 90 days rate increase)

- deny the proposed increase by resolution: this action must occur on or before the proposed effective date; and a denial typically leads to the utility filing an appeal to the Railroad Commission to decide the rates;

- suspend the proposed effective date by resolution (Tex. Util. Code §104.107(a)(1): "…the local regulatory authority … may suspend the operation of the schedule for not longer than 90 days after the date the schedule would otherwise be effective" — a suspension delays final action on the merits, affording time for the City Council and City staff to study and propose alternatives to the utility (for example, with a proposed an effective date of May 1, 2025, a full 90-day suspension period ends on July 30, 2025, and resets the effective date to July 31, 2025); and

WHEREAS, the City Charter, Article XV, Section 5, augments Texas law by providing a structured process approved by the voters for the Council to review rate increase requests, ensuring transparency and fairness, with the Charter requiring the utility to justify the increase, allowing the City to investigate, and imposing timelines for hearings and decisions:

- the entity requesting a rate increase must provide clear, competent, and convincing evidence of the value of its investments allocated to service in Texarkana and the expenses and revenues associated with providing the service;

- after holding a public hearing, if the City Council finds the evidence insufficient, it may require additional evidence at a follow-up hearing, which must occur within 30 days of the original hearing;

- the Council can hire consultants, auditors, and attorneys to investigate the rate request, and the utility must reimburse reasonable and necessary expenses; and

WHEREAS, the City's Natural Gas Franchise Ordinances—collectively, Ord. No. 335-84 [Nov. 12, 1984], as amended by Ord. No. 188-87 [Sept. 14, 1987], and Ord. No. 241-05 [Oct. 10, 2005]—grant a non-exclusive franchise to a natural gas utility franchisee for the privilege of transporting, distributing, and selling gas to consumers and the public generally within the corporate limits of the City; and specific to an out-of-state provider delivering service to the City, Section 15 of the Natural Gas Franchise Ordinances includes the following requirements:

- in no event shall the Company have the right to charge a higher rate for natural gas and natural gas service within the City of Texarkana, Texas than is charged for the same and similar services in the City of Texarkana, Arkansas;

- the purpose of this rate ceiling provision is "to prevent discrimination in rates for services of the Company between the City of Texarkana, Texas and the City of Texarkana, Arkansas";

- if a temporary higher rate is being charged in Texarkana, Arkansas, the Company shall charge in Texarkana, Texas not that higher rate but rather the rate which would then be in effect in Texarkana, Arkansas, but for such temporary order;

- any lower rates granted to the City of Texarkana, Arkansas shall inure to the benefit of the City of Texarkana, Texas; and

Attachment: 2025-023 RES Summit gas rates suspend 90 days (4426 : 2025-023 RES Summit Util suspend 90 days rate increase)

2017 Natural Gas Rates
and 2022 Summit Assumption of City Franchise

WHEREAS, the last substantive rate increase for natural gas occurred on August 28, 2017, by Ordinance No. 2017-083, with the City Council approving rate schedules and service charges proposed for residential and commercial gas service by the franchisee at the time, CenterPoint Energy Resources Corp., d/b/a Centerpoint Energy Arkansas Gas (CERC); and

WHEREAS, starting in 2021, an administrative process beginning in Arkansas and ending with the City Council resulted in Summit becoming the City's natural gas franchisee:

- June 11, 2021: CERC and SUA filed with the Arkansas Public Service Commission (Arkansas PSC) a Joint Application for approval of a proposed transaction whereby CERC would sell, and SUA, as the ultimate owner and operator, would acquire certain of CERC's public utility natural gas assets, comprised of an operating unit or system, which provide service to customers in Arkansas, as well as certain areas located in Bowie County, Texas, including Texarkana, Texas;

- December 6, 2021: the Arkansas PSC granted a Certificate of Public Convenience and Necessity pursuant to Arkansas law for SUA to operate as a natural gas utility to provide natural gas services in Arkansas effective upon the closing of the transaction with CERC, and cancelled the corresponding Certificate of Public Convenience and Necessity of CERC effective upon the closing of the transaction with SUA;

- January 18, 2022: SUA provided the City with an "Assignment and Assumption of Franchises" effective January 10, 2022, executed by CERC as Assignor and SUA as Assignee, with CERC assigning and transferring to SUA all CERC's right, title, and benefits to the City's Natural Gas Franchise Ordinances;

- February 14, 2022: by Ordinance No. 2022-003, the City Council approved the assignment and transfer to SUA, as Assignee of CERC, of the City's Natural Gas Franchise Ordinances;

- February 14, 2022: by Ordinance No. 2022-004, the City Council amended the 2017 rate ordinance to substitute SUA in place of CERC as the natural gas provider and, except for deletion of two riders, reauthorized the residential and commercial rate schedules identical to those rate schedules authorized in the 2017 rate ordinance; and

2024 Arkansas Public Service Commission Proceedings

WHEREAS, the City Council takes notice of the reported history and eleventh-hour controversy of the Arkansas PSC rate making proceedings in 2024 which eventually culminated with the previously referenced Order No. 12:

- Summit submitted an extraordinary rate request for a 30% annual increase to generate extra revenue of $104.7 million from Arkansas customers;

- negotiations with the Arkansas Attorney General, Arkansas PSC staff, the University of Arkansas System, and others pared Summit's request to $87.7 million;

Attachment: 2025-023 RES Summit gas rates suspend 90 days (4426 : 2025-023 RES Summit Util suspend 90 days rate increase)

- ire from certain state legislators and public opposition over the proposed settlement prompted the Attorney General to no longer support the proposed settlement and to ask the Arkansas PSC to order the parties back to negotiations; and

WHEREAS, the Arkansas PSC, in Order No. 12, approved a Joint Settlement Agreement between SUA, the Arkansas Attorney General, Arkansas Gas Consumers, Hospitals and Higher Education Group, and the PSC Staff:

- the agreement allows for a revised non-gas revenue requirement of $261,422,002, resulting in a residential customer rate increase;

- the order reflected that Arkansas residential customers would see an average bill increase of approximately $15.43 per month, with additional increases due to the expiration of a credit rider;

- to mitigate the rate impact during winter months, the PSC ordered SUA to defer 50% of its Winter Storm Uri cost recovery for four calendar months, through March 31, 2025;

- SUA's application cited the need for revenue adjustments due to investments in infrastructure, compliance with federal safety standards, and interim rate deficiencies;

- eighty-one public comments were filed, with most opposing the rate increases; and public hearings, including a hearing held in Texarkana, Arkansas, allowed additional input on impacts and concerns;

- the order directed that SUA must file detailed quarterly reports on customer metrics, including levelized billing enrollment and arrears, and must enhance public education on available assistance programs and billing options; and

2025 Summit Presentation:
Unresolved Issues and Need for Further Scrutiny

WHEREAS, Summit gave a public presentation to the City Council during the Council's regular meeting held on March 10, 2025, representing, among other things, that end-of-year 2024 financials showed its Texas expenses exceeded revenue by $795,000 with a negative 2.81% return on rate base, an oral statement of a $13 million increase in investment in Texas associated directly with Texas projects, and a list identifying the following "Texas Construction Activity" in 2023 and 2024:

2023

- replaced approximately 3.82 miles of aging pipelines
- replaced 544 aging customer service lines
- installed .08 miles of new pipelines
- installed new service lines to eighty-six customers
- retired 106 service lines due to customer request or demolition

Attachment: 2025-023 RES Summit gas rates suspend 90 days (4426 : 2025-023 RES Summit Util suspend 90 days rate increase)

2024

- replaced approximately 5.27 miles of aging pipelines
- replaced 508 aging customer service lines
- installed new service lines to ninety-seven customers
- installed .91 miles of new pipeline
- retired 138 service lines due to customer request or demolition; and

WHEREAS, while Summit correctly represented to the City Council that the Arkansas PSC approved its proposed tariff changes and riders for Arkansas customers, Summit misperceives (i) the franchise requirements in the City's Natural Gas Franchise Ordinances—Arkansas rates serve as a *ceiling* for Texas rates, not a proxy, (ii) the City Council's regulatory authority—the City Council, not the Arkansas PSC, Public Service Commission, possesses *exclusive* original jurisdiction for determining the just and reasonable natural gas rates for Texarkana, Texas, and (iii) the citizens' directive through the City Charter—the City Council, not an Arkansas regulatory body, reviews and *investigates* rate increases; and

WHEREAS, during its March 10, 2025, presentation to the City Council, Summit did not broach the differing monthly residential rate impact averages ($16.20 as stated in its March 10 statement of intent, but $15.92 in its withdrawn January 23 statement of intent), nor address that the Arkansas PSC Order No. 12 recites an even lower average bill for Arkansas residential customers of approximately $15.43 per month, differences which must be explained to ensure compliance with the ceiling in the City's Natural Gas Franchise Ordinances; and

WHEREAS, while the City Council confirms that the last substantive rate increase for natural gas occurred in 2017 and intuits that some form of rate increase might be warranted given the passage of time, the City Council is obligated under the City Charter and Texas law to scrutinize Summit's proposed rates to ensure they are just and reasonable, supported by proof, and compliant with the City's Natural Gas Franchise Ordinances—specifically, that rates in Texarkana, Texas not exceed those in Texarkana, Arkansas for comparable services; and

WHEREAS, to date, Summit has submitted neither audited financials nor work papers to establish that its proposed rates are just and reasonable, or to establish that its overall revenue request resulted in no more than an amount that will permit Summit a reasonable opportunity to earn a reasonable return on the utility's invested capital used and useful in providing service to the public in excess of its reasonable and necessary operating expenses, or to establish the value of its investments allocated to service in Texarkana and the expenses and revenues associated with providing the service; and,

WHEREAS, the City Council must also scrutinize the proposed BDA and SSER riders to ensure compliance and consistency with Texas law:

- Texas ratemaking principles, grounded in GURA, generally require that rates be set prospectively based on a "just and reasonable" standard, balancing the interests of both the utility and customers, which carries a degree of risk for the utility rather than a guarantee of full revenue recovery;

- generally, such riders favor a utility company over customers; and from initial review, these riders appear to provide for guaranteed revenue recovery to Summit with limited

Attachment: 2025-023 RES Summit gas rates suspend 90 days (4426 : 2025-023 RES Summit Util suspend 90 days rate increase)

oversight, shifting risk entirely to ratepayers, and functionally ensuring that Summit recovers a predetermined revenue amount regardless of consumer-driven adjustments rather than allowing revenues to fluctuate based on actual gas consumption and market conditions;

- from initial review, both BDA and SSER riders contain elements of decoupling—a rate design strategy that has been around since the 1980s which severs or separates a utility's revenue from the volume of natural gas sold, but the City Council is unaware of the Railroad Commission following the full decoupling model that some states have adopted;

- generally, Texas law prohibits retroactive ratemaking, meaning rates must be set based on known and measurable costs at the time of the rate case, rather than adjusted after the fact to ensure the utility recovers a target revenue; and if further scrutiny indicates that Summit intends to roll forward under-recovered revenues into future periods, this may function as retroactive ratemaking;

- from initial review, it appears that Summit seeks to guarantee revenue recovery across multiple rate periods by carrying forward shortfalls in revenue for future recovery—effectively creating a regulatory asset; yet regulatory assets are typically reserved for extraordinary, unforeseeable expenses, and the City Council is unaware of the Railroad Commission granting such treatment for routine revenue adjustments;

- from initial review, the proposed BDA appears to reintroduce many of the customer-unfriendly aspects of the defunct trial billing determinant adjustment in the CERC 2017 rate structure which was not reintroduced in Summit's 2022 tariffs; and

- from initial review, changes in rate structures under the SSER and BDA may alter gross revenue calculations, directly impacting franchise fee payments to the City and potentially affecting municipal funding decisions, warranting an evaluation of these impacts to determine whether these adjustments result in unintended reductions in municipal revenue or disproportionately shift cost burdens to customers;

- from initial review, the Arkansas PSC gave the SSER more rigorous scrutiny and consumer protections, including limits on cost recovery, exclusions for reliability projects, and pre-implementation dispute processes; but the BDA received fewer customer protections, with adjustments mostly centered on methodology rather than refund mechanisms or consumer safeguards; and neither proposed rider fully adjusts rates downward when revenue collections exceed targets;

- notwithstanding Arkansas PSC clearance of these proposed riders, further City Council scrutiny of these proposed riders must entail review of compliance and consistency with *Texas law* and, if in compliance and consistent with Texas law, may entail consideration of stronger true-up mechanisms, caps on rate increases, and mandatory audits to prevent over-collections; and

WHEREAS, the City Council, on March 10, 2025, conducted a public hearing as required by law and the City Charter on Summit's proposed increase; and

Attachment: 2025-023 RES Summit gas rates suspend 90 days (4426 : 2025-023 RES Summit Util suspend 90 days rate increase)

WHEREAS, to appropriately carry out its rate-making functions as required by the City Charter and as authorized by Texas law, the City Council intends to suspend Summit's proposed effective date of May 1, 2025, for ninety days, will request additional information from Summit as detailed below, and will set an additional public hearing as required by the City Charter to enable the City Council to adopt a final decision as a local regulatory authority with regard to Summit's requested rate increase; and

WHEREAS, to maximize the efficient use of resources and expertise in reviewing, analyzing, and investigating Summit's rate request and its changes in tariffs, the City may join with one or more of the Cities of Nash, Redwater, and Wake Village to form an alliance of cities, as the City and cities may require the assistance of specialized legal counsel, consultants, auditors, and other rate experts to review the merits of Summit's application to increase rates and proposed riders.

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

SECTION 1. Summit's proposed effective date of May 1, 2025, for its proposed increase in rates is hereby **SUSPENDED** for ninety days after Summit's proposed effective date. This suspension period ends on July 30, 2025, and resets Summit's proposed effective date to July 31, 2025.

SECTION 2. The City Council makes the preliminary determination that **insufficient evidence has been submitted to the Council** to establish any of the following: (a) that Summit proved its requested increase in revenue or the changes set forth in its tariffs attached to Summit's Statement of Intent to change rates results in just and reasonable rates; (b) that Summit proved adoption of its proposal—proposed rate base, expenses, investment, return on equity, and other rate issues as presented in Summit's Statement of Intent to increase rates—result in just and reasonable rates; or (c) that Summit provided clear, competent, and convincing evidence of the value of its investments allocated to service in Texarkana and the expenses and revenues associated with providing the service. The City Council may, in its rate-making capacity, reconsider and revise this preliminary determination as additional proof and evidence may become available.

SECTION 3. For purposes of review and investigation of Summit's proposed rate increase, the City Council requests that Summit promptly produce adequate data [date range February 14, 2022, to the present] from which the City may make a reasonable determination of the Company's rate base, expenses, investment, and rate of return in the City; such data may include, but should not be limited to, the following categories of information:

1) Rate Documentation
   a) Financial & Revenue Data: audited or, if unavailable, unaudited financial statements; Texas-specific and Texarkana-specific revenue requirements; supporting rate base schedules and calculations
   b) Cost of Service and Rate Design: Texas-specific cost allocation study and marginal cost analysis; comparison of current and proposed rate structures; billing determinants, sales volumes, and revenue projections by customer class
   c) Capital and Operating Expenses: historical and projected operating and maintenance expenses in Texas; major service agreements and labor-related costs; completed and

Attachment: 2025-023 RES Summit gas rates suspend 90 days (4426 : 2025-023 RES Summit Util suspend 90 days rate increase)

proposed infrastructure investments specific to Texas; associated depreciation schedules and capital forecasts

d) Return on Investment and Financing: capital structure breakdown, including debt-to-equity ratio; cost of capital analysis supporting proposed return on equity; interest rate assumptions and projected financing costs
e) Depreciation and Asset Management: asset-specific depreciation and amortization studies related to Texas; retirement obligations; infrastructure additions and location data; end-of-life asset forecasts

2) Documentation for SSER and BDA riders
   a) Texas Compliance and Customer Protections: Summit analysis of compliance with Texas ratemaking law and Railroad Commission precedent; description of any proposed process to determine whether Summit is over- or under-collecting; disclosure of refund schedules, timing, frequency, or true-up mechanisms for excess revenues collected
   b) Financial Statements & Cost Allocations: total rate base and expense breakdowns; investment justifications tied to SSER and BDA; supporting financial statements, cost allocation schedules, and revenue requirement calculations
   c) Customer Bill Impact Analysis: projected impact of the riders on customer bills; separate scenarios provided for low-, mid-, and high-usage residential customers
   d) Revenue Impact Assessment: forecast of revenue changes attributable to rider implementation; scenario analysis under varying consumption and economic conditions
   e) Franchise Fee Impact: analysis of how SSER and BDA rider mechanics may alter gross revenues; explanation of any resulting change to franchise fee payments owed to the City
   f) Transparency and Auditing Measures: summary of how both riders will be reflected on Texarkana customer bills; public notice and disclosure requirements; plans for third-party audits of rider implementation, including auditor qualifications and proposed reporting timelines
   g) Specific to BDA: provide a comprehensive explanation of how billing determinants are calculated and periodically adjusted; describe any earnings sharing mechanism, including percentages retained by the utility versus refunded to customers; and identify any proposed caps or limits on rate adjustments to protect customers from excessive charges
   h) Specific to SSER: list all capital projects proposed for SSER cost recovery with justifications for inclusion, clearly identifying eligible Texas-based projects; and include timelines for cost recovery, noting any third-party reimbursements or grants that offset project costs and how they affect recovery calculations.

The City Manager shall be authorized to provide Summit with preferred means of delivery for the requested information, and to make additional information requests from Summit consistent with the categories of information requested by the City Council.

SECTION 4. The City Council schedules a second public hearing on Summit's proposed rate increase at the Council's regular meeting scheduled for May 12, 2025; and the City Manager, in his sole discretion, may schedule additional public hearings for a later regularly scheduled meeting of the City Council.

SECTION 5. The City Manager shall be authorized to coordinate and participate with one or more of the Cities of Nash, Redwater, and Wake Village to form an alliance of cities, to review the merits of Summit's application to increase rates, and to retain the assistance of specialized legal counsel or rate experts as may be reasonably necessary for review of Summit's rate application.

Attachment: 2025-023 RES Summit gas rates suspend 90 days (4426 : 2025-023 RES Summit Util suspend 90 days rate increase)

SECTION 6. The City Council orders Summit to reimburse the City's rate case expenses and that Summit shall do so on a monthly basis and within 30 days after submission of the City's invoices for the City's reasonable costs associated with the City's activities related to this rate review by the City Council or to related proceedings involving Summit before the City, the Railroad Commission of Texas, or any court of law; provided that the City Manager shall review the invoices of the consultants, auditors, lawyers, and other rate experts for reasonableness before submitting the invoices to Summit for reimbursement.

SECTION 7. The meeting at which the City Council approved this Resolution was in all things noticed and conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 8: If any section, subsection, sentence, clause, or phrase of this Resolution is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 9: In the event of any conflict between this Resolution and any other ordinances or parts of ordinances, this Resolution shall supersede and control.

SECTION 10: The Recitals set out in this Resolution are true and correct and are incorporated herein and made a part hereof as legislative findings of the City Council for all purposes.

SECTION 11: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session this the **14th day of April, 2025.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2025-023 RES Summit gas rates suspend 90 days (4426 : 2025-023 RES Summit Util suspend 90 days rate increase)

Brooke South Parsons
Director, Regulatory Affairs
(479) 783-3181, Ext. 2229
bsouth@summitutilities.com

March 10, 2025

City of Texarkana Mayor and City Council
220 Texas Boulevard
Texarkana, TX 75504-1967

Re: Statement of Intent to Increase Rates

Ladies and Gentlemen:

Summit Utilities Arkansas, Inc. ("SUA" or the "Company") files this Statement of Intent to Increase Rates ("Statement of Intent") within the City of Texarkana, Texas ("City"), which is a part of SUA's Texarkana, Texas Service Area. SUA is a gas utility as defined by the Gas Utility Regulatory Act ("GURA"),[1] and the City has exclusive original jurisdiction to set rates for the Company pursuant to § 103.001 of GURA. SUA serves approximately 9,047 residential customers and 1,426 commercial customers in the City. By this Statement of Intent, SUA notifies the City of its intent to increase its rates effective May 1, 2025 ("Effective Date"), which is at least 35 days from the date of this filing.

The primary drivers of the proposed rate increase are increases in rate base, and depreciation and amortization expense, which together reflect SUA's investments in plant to ensure a safe and reliable system for customers. At the time of the closing of the asset sale transaction in 2022, SUA's interim rates reflected a revenue requirement that was less than the Company's cost of service. SUA has continued to make substantial capital investments necessary to maintain a safe and reliable system, and those expenditures are continuing to grow due to aging infrastructure and increasingly more stringent pipeline safety and integrity regulations. Without the requested increase, SUA's current rates for service to customers in the City no longer provide a reasonable opportunity for SUA to recover its operating costs and earn a fair return on its investment.

SUA recently completed its ordered rate case in the State of Arkansas. As part of that proceeding, the Arkansas Public Service Commission ("APSC") held public hearings in Little Rock, Texarkana and Jonesboro, Arkansas, and by Order dated November 21, 2024, the APSC approved new rates for the Company. A copy of the Order and approved Settlement Agreement are attached collectively as Exhibit A.

Consistent with the Company's historical arrangement with the City, SUA is presenting for consideration by the City rate schedules and tariffs consistent with those approved in Arkansas by the APSC.

Accordingly, pursuant to GURA § 104.102, SUA files this Statement of Intent with attached Rate Schedules containing the proposed revisions to the Company's rates and terms and conditions of service applicable in your City. The proposed Rate Schedules are attached as Exhibit

[1] TEX. UTIL. CODE ANN. §§ 101.001, *et seq.*

Attachment: 2025-023 ATTH 01 2025-03-10 SUA Stmt of Intent - 2 pgs [Revision 1] (4426 : 2025-023 RES Summit Util suspend 90 days rate

B. Additionally, for convenience, Exhibit C shows a redlined comparison of the proposed rate schedules and tariffs against the current rate schedules and tariffs applicable in your City. The effect of the Company's proposed new rate schedules and tariff changes is to increase SUA's net annual non-gas revenues in the City by approximately $2,008,845 per year.

In addition to the proposed increases to rates for the residential, small commercial, and large volume commercial classes, SUA proposes a new Billing Determinant Adjustment ("BDA") Rider tariff, a revised System Safety Enhancement Rider ("SSER"), revisions to SUA's current tariff Section 3.23.6 Pooling and Agency Agreements, and revisions to the telemetry provisions of the Company's Small (SCS-1, 2, and 3) and Large-Commercial (LCS-1) Firm Service tariffs. The BDA allows SUA to account for any future decline in customer usage. The revised SSER includes additional safety projects, including public improvement relocation projects, which result in a safer, more reliable natural gas distribution system for the benefit of our customers. These tariff changes were also approved by the APSC.

If approved, the proposed revisions to the rate schedules amount to an increase per month of approximately $15.92 for the average residential customer in the City. The changes represent a total increase to the Company's revenues for the City of approximately 25.6%, and constitute a "major change" as that term is defined in GURA § 104.101.

Publication of required notice containing information relative to this Statement of Intent will be made in accordance with applicable statutes.

Finally, the Company may request reimbursement of all Company and City rate case expenses as allowed by law. The exact amount will not be known until the case is completed.

If you desire any additional information concerning these changes, we will be available at any time to discuss them with you.

Very truly yours,

Brooke South Parsons

Brooke South Parsons

Attachments

Attachment: 2025-023 ATTH 01 2025-03-10 SUA Stmt of Intent - 2 pgs [Revision 1] (4426 : 2025-023 RES Summit Util suspend 90 days rate

summit UTILITIES

SUA RATE CASE

Attachment: 2025-023 ATTH 02 SUA RC Texas Deck FINAL PDF (4426 : 2025-023 RES

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Background

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Background

On April 29, 2021, CenterPoint Energy Resources Corp. (“CERC”) and Southern Col Midco, LLC, SUA’s owner, entered into an Asset Purchase Agreement regarding the sale by CERC of its existing natural gas utility assets located in Arkansas, Oklahoma and certain areas located in Bowie County, Texas. The transaction closed on January 10, 2022.

On January 25, 2024, Summit filed a rate application before the APSC. The case supports the increase based on a twelve-month test period ending December 31, 2023, adjusted for known and measurable changes through December 31, 2024.

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Texas Rate Change Process

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Texas Rate Increase Process

In Texas, municipalities served by an investor owned utility grant a franchise to a utility company, and the municipality has original jurisdiction over the rates, operations and services of the natural gas utility within the municipality.

- By statute, the city, as the regulatory authority, has a legal obligation to set rates that are just and reasonable. A utility is entitled to rates which generate revenue equal to its capital and operating costs.
- Utilities or other parties not satisfied with the rates set by the municipality may appeal the rate ordinance to the Texas Railroad Commission ("RRC"), where rates will be determined through a formal evidentiary rate case proceeding.
- The natural gas utility must reimburse the municipality for the costs of an appeal to the RRC, and the utility may recoup those costs and its own reasonable costs by applying a surcharge to its rates.

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Texas Rate Increase Process

- Given its small number of customers in Texas and the fact that some of these customers are served by gas lines crossing the state line from Arkansas to Texas, CenterPoint Energy Resources (“CERC”) and the cities of Texarkana, Nash, Redwater and Wake Village have historically agreed to adopt the rates set by the Arkansas Public Service Commission (“APSC”) for CERC’s Arkansas customers.
- Summit proposes to follow the same process to avoid unnecessary expense for its Texas customers.

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Rate Change Details

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Drivers of Rate Case

- Level of capital investment in the system and resulting increase in depreciation expense
- “Interim rates” that understated SUA’s revenue requirement at the time they were initially put into effect
- Weighted average cost of capital (WACC) and its proposed capital structure
- Income Taxes

Attachment: 2025-023 ATTH 02 SUA RC Texas Deck FINAL PDF (4426 : 2025-023 RES

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Drivers of Rate Increase

Summit's existing rates have been in place since the acquisition, and as with most companies across Arkansas and Texas, Summit has experienced rising costs. In addition, Summit has continued to invest in the replacement of aging portions of its infrastructure, ensuring the safety and reliability of our natural gas system in Arkansas and Texas, all as required by state and federal regulations. Summit's proposed rate increase more accurately reflects our cost of business.

Attachment: 2025-023 ATTH 02 SUA RC Texas Deck FINAL PDF (4426 : 2025-023 RES

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Texas Construction Activity

2023

- Replaced approximately 3.82 miles of aging pipelines.
- Replaced 544 aging customer service lines.
- Installed .08 miles of new pipelines.
- Installed new service lines to 86 customers.
- Retired 106 service lines due to customer request or demolition.

2024

- Replaced approximately 5.27 miles of aging pipelines.
- Replaced 508 aging customer service lines.
- Installed new service lines to 97 customers.
- Installed .91 miles of new pipeline.
- Retired 138 service lines due to customer request or demolition.

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Estimated Cost of Service – SUA-TX

Rate Base	$28,281,000
Rate Schedule Revenue	$4,939,000
Other Revenue	$123,000
Total Revenue	$5,062,000
Expenses	$5,857,000
Operating Income	-$795,000
Return on Rate Base	-2.81%
Required Return on Rate Base (or WACC)*	7.54%
Required Operating Income	$2,132,000
Operating Income Deficiency	$2,927,000
Revenue Conversion Factor	1.33
Revenue Deficiency	$3,891,000
Rate Schedule Revenue Requirement	$8,830,000
Incorporated Rev. Def. Estimate (80%)	**$3,113,000**
Requested Revenue Increase	**$2,404,000**
Difference	**$709,000**

Note: These amounts are estimates based on 12/31/2024 financials
*Weighted Average Cost of Capital based on the average actual RRCT approved WACC for last 2 years

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Estimated TX Incorporated Customer Impact

Residential Class	Bill Impact
Per Month – Annual Average	$16
Per Month – Winter Average	$22
Per Month – Summer Average	$11
As a percentage of base rates	63%
As a percentage of total bill	25%

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Additional Information

- Texas cost of service is higher and the drivers are the same.
  - Arkansas acts as a proxy for Texas.
- The Arkansas approved Return on Equity and Capital Structure is more favorable or similar to recently approved ROE and capital structures in Texas.
- The cost of the rate case is spread among many customers and not just the limited amount in Texas.

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Riders

Prior to the acquisition, CERC had an all-encompassing, statutory rider that was updated annually called the Formula Rate Plan (“FRP”) which resulted in an annual rate adjustment. This rider enabled a more efficient recovery of many types of investments. SUA does not currently use this FRP mechanism. Instead, SUA chose riders that are specific to SUA’s current needs.

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Riders

By adopting the riders proposed by SUA, Texarkana, Nash, Redwater and Wake Village are not subject to other common riders in Texas. Consider, for example, the Gas Reliability Infrastructure Program (Texas Utility Code 104.301), which permits a utility to update all capital investments annually between rate cases.

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Riders

BDA

The Billing Determinant Adjustment is a special mechanism which is intended to compensate a utility for deviations from the billing determinants (customer counts and volumes), excluding those caused due to weather deviations. Fair rates are set using an estimated usage and customer count.

The BDA should reduce the frequency of rate increase applications.

The BDA is also intended to further SUA's energy efficiency policy objectives.

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Riders

SSER

This was previously both the Main Replacement Rider and the Services at Risk Rider under CERC.

This rider allows recovery of all capital investments for integrity and public improvement projects.

From 2017 to the time of the acquisition, this was not needed as a separate mechanism due to the FRP. The FRP made these adjustments annually.

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Support for Customers

- After this meeting, SUA will send an email to incorporated city customers notifying them of this rate increase proposal. This will run ahead of the legal notice in the newspaper.
- Levelized billing
  - SUA is identifying ways in which we can spread awareness of levelized billing.
- We have provided our customer service team with talking points to assist customers that call SUA for more information.

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Questions?
Thank you!

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TEXAS INCORPORATED TARIFFS REVISIONS LIST

	Tariff Sections		Actions	Sections to Revise
Part I Rate Schedules				
	Rate Schedule No. 1	Residential Firm Sales Service (RS-1)	Needs Revised	1.2.1 - Customer Charge, rates 1.3 Customer Charge 1.4 Add SSER & BDA
	Rate Schedule No. 2	Small Commercial Firm Sales Service (SCS-1)	Needs Revised	2.2.1 - customer charge, rates 2.3 Customer Charge 2.4.1 telemetering 2.5 add SSER and BDA
	Rate Schedule No. 3	Large Commercial Firm Service (LCS-1)	Needs Revised	3.4.1 dist charges, rates 3.4.2 admin fee 3.5 Min charge/distr charge, rates 3.6 telemetering 3.7 added SSER & BDA
	Rate Schedule No. 3A	Large Commercial Firm Service (LCS-1) Appendix	Needs Revised	6.5 - telemetering revisions page 13 and 14 update gas supply contact Update of termination following 30 days instead of 5 days in contracts
	Rate Schedule No. 4	Unmetered Gas Light Firm Sales Service (GL-1)	No Change Needed	
	Rate Schedule No. 5	Small Commercial Firm Sales Service—Off-Peak (SCS-2)	Needs Revised	5.2.1 distr charge, rates 5.3 telemetering 5.4 SSER and BDA
	Rate Schedule No. 6	Small Commercial Firm Sales Service—NGV (SCS-3)	Needs Revised	6.2.1 Customer Charge, rates 6.3.1 cust charge 6.4 telemetering 6.5 SSER and BDA
Part II Rider Schedules				
	Rider Schedule No. 1	Gas Supply Rate (GSR)	No Change Needed	
NEW	Rider Schedule No. 2	SSER	New	New Rider, Points to Rider No. 2 of ASPC Tariff
	Rider Schedule No. 3	Municipal Tax Adjustment (TA)	No Change Needed	
	Rider Schedule No. 4	Weather Normalization Adjustment (WNA)	Needs Revised	Modified DDF, Definitions, new table with new 30 year average
	Rider Schedule No. 5	Energy Efficiency Cost Recovery Rider (EECR)	Needs Revised	Revised to correct typos, added clarity
NEW	Rider Schedule No. 6	BDA	New	New Rider; Points to Rider No. 8 of ASPC Tariff
Part III Policy Schedules				
	Standard Service Rules and Regulations		No Change Needed	No changes to any of the 45 pages

Attachment: 2025-023 ATTH 03 SUA TX tariff revisions list (4426 : 2025-023 RES Summit Util suspend 90

Dear Valued Customer,

We know how much you rely on dependable, safe energy to keep your home warm or your business running smoothly. Our aim is to deliver always-on, natural gas for everyday heating, cooking, hot water, and more. It is paramount we are transparent about our need to continue investing in our infrastructure and in the safety and reliability of our systems because our system plays a vital role in supporting the communities we serve.

As a public utility company serving Texarkana, Redwater, Nash, and Wake Village, our rates are approved by the respective city councils. It's required by law that regulated utility rates are reasonable and the service the Utility provides is safe and reliable. Earlier this month, a statement of intent was provided to each city, and on March 10, 2025, Summit presented the proposed rate increase to the Texarkana City Council. The impact of the new rates for a typical residential customer in each community are noted below. If approved, your bill will reflect these changes beginning May 1, 2025.

Texarkana: $16.20 increase per month for an average residential customer (avg. 36 Ccf)
Nash: $14.84 increase per month for an average residential customer (avg. 31 Ccf)
Redwater: $16.19 increase per month for an average residential customer (avg. 36 Ccf)
Wake Village: $15.47 increase per month for an average residential customer (avg. 33 Ccf)

Our existing rates have been in place since 2022, and as with most companies across Texas, we have experienced rising costs. Our proposed rate increase more accurately reflects our cost of business and is similar to rate requests other utilities in Texas are proposing. These changes are largely driven by inflation, economic conditions, and capital investments in our system, so we can provide you with safe and reliable gas service that's there when you need it.

Summit has made substantial investments in our system, and we are committed to continuing our efforts to replace aging infrastructure to ensure the delivery of safe and reliable energy to our Texas customers. The necessary services and investments funded by Summit's rates include:

- Efficient response times to customer service calls so we can get questions answered quickly and thoroughly;
- 24-hour, seven days per week, 365 days per year emergency dispatch and response;
- Investments in new, smart technologies to monitor, inspect, and maintain the integrity of our pipeline system so gas is delivered safely and reliably to our customers; and
- A well-staffed, and well-trained customer service and operations team that can support customers' accounts and gas service needs.

The new base rates for our Texas customers mirror the Arkansas rates approved on November 21, 2024, by the Arkansas Public Service Commission (APSC) after a thorough process that considered financial and operational data as well as the perspectives of customers and other stakeholders that desired to participate in the case. We are committed to working closely with the city councils and other stakeholders to educate, inform, and remain transparent about rate changes and the "why" behind them in providing the level of service you have come to expect.

Sincerely,
Fred Kirkwood
SVP & Chief Customer Experience Officer

Interested in reading more about this rate change?

Questions?
We're here to help!

Attachment: 2025-023 ATTH 04 SUA email to customers (4426 : 2025-023 RES Summit Util suspend 90 days rate increase)

Learn More

Contact Us

Help me understand my bill.

Bill 101

Want to view current rates?

Residential Rates: Click Here
Commercial Rates: Click Here

**Be sure to use the state toggle at the top and select "Texas"*

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To view this email in a browser, click here .

Attachment: 2025-023 ATTH 04 SUA email to customers (4426 : 2025-023 RES Summit Util suspend 90 days rate increase)

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:	High

Other Potential Impacts:

Detailed in resolution.

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: Detailed in resolution.

Attachment: 2025-023 Goals & Perspectives (4426 : 2025-023 RES Summit Util suspend 90 days rate increase)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 3/4/2025 3:42 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2025-043 rezoning on an approximate 14.144-acre tract of land (being Tract 98A), M.H. Janes HRS, A-305, located at 7970 Hampton Road (Ward 5) from Single Family-2 to Commercial. Ryan Berry, owner, and Terry Moore, agent.		

Briefing: 4/14/2025 **Public Hearing:** 4/14/2025 **Council Vote:** 4/14/2025

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 Ryan Berry, owner, and Terry Moore, agent, to rezone on an approximate 14.144-acre tract of land (being Tract 98A), M H Janes HRS, A-305, located at 7970 Hampton Road from Single Family-2 to Commercial. The property is currently a trucking facility.

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

The adjacent zoning is Single Family-2 to the north, east, and west and interstate 30 to the south. The adjacent land use is construction equipment facilities and storage to the east and west, vacant property to the north, and I-30 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

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 approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

March 3, 2025

Attachments

a. 2025-043 ORD rezoning SF-2 to C 7970 Hampton Rd (DOCX)
b. 2025-043 ATTH 01 (Maps) (PDF)
c. 2025-043 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration		Mashell Daniel	Department Head Review	Completed 03/05/2025 8:06 AM
Building Code Administration		Mashell Daniel	Reviewer	Completed 03/05/2025 8:06 AM
Public Works Department		Dusty Henslee	Reviewer	Completed 03/05/2025 8:08 AM
City Manager	David Orr	Reviewer	Completed	03/05/2025 2:43 PM
City Council	Jennifer Evans	Meeting	Completed	03/10/2025 6:00 PM

Meeting History

03/10/25 City Council MOVED FORWARD Next: 04/14/25
Mashell Daniel briefed this agenda item.

Z-25-03

ORDINANCE NO. 2025-043

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 14.144-ACRE TRACT OF LAND (BEING TRACT 98A), M. H. JANES HRS, A-305, LOCATED AT 7970 HAMPTON ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-2 TO 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 an approximate 14.144-acre tract of land (being Tract 98A), M. H. Janes HRS, A-305, located at 7970 Hampton Road,** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to 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 Single Family-2 to Commercial on an approximate 14.144-acre tract of land (being Tract 98A), M. H. Janes HRS, A-305, located at 7970 Hampton Road** to the City Council of Texarkana, Texas; 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 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:

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 14.144-acre tract of land (being Tract 98A), M. H. Janes HRS, A-305, located at 7970 Hampton Road** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Commercial.**

SECTION 2: It is further provided that in case a section, clause, sentence or part of this ordinance

Attachment: 2025-043 ORD rezoning SF-2 to C 7970 Hampton Rd [Revision 1] (4452 : 2025-043 ORD rezoning SF-2 to C 7970 Hampton)

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 **14th day of April, 2025.**

ATTEST:

_____	_____
JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2025-043 ORD rezoning SF-2 to C 7970 Hampton Rd [Revision 1] (4452 : 2025-043 ORD rezoning SF-2 to C 7970 Hampton)

2025-043 ATTH 01
Z-25-3

7970 Hampton Road

Attachment: 2025-043 ATTH 01 (Maps) (4452 : 2025-043 ORD rezoning SF-2 to C 7970 Hampton)

2025-043 ATTH 01
Z-25-3

7970 Hampton Road

Attachment: 2025-043 ATTH 01 (Maps) (4452 : 2025-043 ORD rezoning SF-2 to C 7970 Hampton)

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:			

Attachment: 2025-043 Goals & Perspectives (4452 : 2025-043 ORD rezoning SF-2 to C 7970 Hampton)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 4/10/2025 10:09 AM

Lead Department: Planning and Community Development **Action Officer:** Vashil Fernandez, PCD Director

Subject: Resolution No. 2025-048 authorizing the application for the placement of four (4) historical markers on city property, which are named as follows: (1) City Hall Historical Marker, (2) Albert Prince Marshall Historical Marker, (3) The Adams-Onis Treaty of 1819 Historical Marker, and (4) Highland and Bingham Park Historic District Historical Marker, from the Texas Historical Commission.

Briefing: 4/14/2025 **Public Hearing:** 4/14/2025 **Council Vote:** 4/14/2025

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The City of Texarkana, Texas, seeks to commemorate its rich historical heritage by authorizing the placement of four Texas Historical Commission markers on city property. These markers will highlight significant locations and events in Texarkana's history. This resolution approves the placement of the markers at designated sites and directs the City Manager to coordinate their installation and maintenance.

Historical Marker Summaries:

1. **City Hall Historical Marker – To be located at Texarkana, Texas, City Hall at 220 Texas Blvd.** Built in 1924-1925, Texarkana's Municipal Building has served as City Hall for nearly a century. Designed by the Austin-based Page and Page architectural firm in collaboration with local firm Witt, Seibert, and Halsey, the Neo-Classical Revival building features brick and terra cotta with a four-story rectangular layout. It was dedicated in 1925 with a grand ceremony, and housed the Sixth District Court of Civil Appeals as well as the Federal Credit Union Charter Number One, the Morris Sheppard Texarkana Federal Credit Union. Over the years, the building has undergone minor alterations, yet it retains its historic charm and continues to serve as the center of local government. The building remains an important symbol of Texarkana's civic pride and architectural history.

2. **Albert Prince Marshall Historical Marker – To be located at Sheppard Park (5th and Olive Street).** A librarian, educator, and historian born in Texarkana, Texas in 1914. He earned degrees in library science from Lincoln University and the University of Illinois before becoming the director of Lincoln University's library

and holding leadership roles in the Missouri Library Association and American Library Association. During the Civil Rights Movement, he served as president of the Missouri NAACP, where he played a crucial role in advocating for racial equality and expanding access to library resources for Black communities, earning recognition for his contributions to civil rights through education. Later, he became a professor, library director, and Dean of Academic Services at Eastern Michigan University, while also researching and documenting African American history.

3. **The Adams-Onís Treaty of 1819 Historical Marker – To be located at Sheppard Park (5th and Olive Street).** This Treaty settled territorial disputes between the United States and Spain, establishing the Sabine River North along the 32 Latitude to the Red River as the eastern boundary of Spanish Texas. This boundary later became State Line Avenue, the dividing line between Texas and Arkansas, shaping Texarkana's unique identity. The treaty also ceded Florida to the U.S. and relinquished Spanish claims to the Oregon Country, while the U.S. recognized Spain's sovereignty over what would become Texas. This placed the Texarkana region under Spanish control until Mexican independence in 1821. A pivotal moment in U.S. history, the treaty defined borders that continue to shape the region today.

4. **Highland and Bingham Park Historic District Historical Marker – To be located at Wood Street Park.** Established in the early 20th century, the Highland and Bingham Park Historic District is a testament to Texarkana's growth and architectural heritage. This residential district features a distinguished collection of early- to mid-century homes, showcasing styles such as Craftsman, Colonial Revival, and Tudor Revival. Named for the nearby Bingham Park, a once-thriving community space, the district became home to many of Texarkana's prominent citizens, including business leaders, educators, and public officials. The neighborhood's tree-lined streets, spacious lots, and well-preserved homes reflect the prosperity and planning that shaped this part of the city. Bingham Park served as a central gathering place for generations, offering recreational opportunities and fostering a strong sense of community. Though the park has changed over time, its legacy endures in the district's name and character.

Potential Options:

Approve or deny

Fiscal Implications:

Fiscal implications will include

1. **City Hall Historical Marker- a cost of $2,450 will come out of the City Hall 100th Anniversary Celebrate budget.**

2. **Albert Prince Marshall Historical Marker- The cost of $1,500 will be requested from the Arts and Historic District.**
3. **The Adams-Onís Treaty of 1819 Historical Marker – The cost of $2,450 will be requested from the Arts and Historic District.**
4. **Highland and Bingham Park Historic District Historical Marker – The cost of $1,500 was awarded in the Union Pacific Grant in the Fall of 2024.**

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

Historic Landmark Preservation Commission

Board/Committee Recommendation:

The Historic Landmark Preservation Commission recommends approval by unanimous vote.

Advisory Board/Committee Meeting Date and Minutes:

March 25, 2025

Attachments

a. 2025-048 RES Four Historical Markers Placement (DOCX)
b. 2025-048 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development		Vashil Fernandez	Department Head Review	Completed 04/09/2025 12:34 PM
Public Works Department		Dusty Henslee	Review	Completed 04/09/2025 1:48 PM
City Manager	Chiquita Burks	City Manager Review	Skipped	04/07/2025 10:42 AM
City Council	Jennifer Evans	Meeting	Pending	04/14/2025 6:00 PM

Meeting History

RESOLUTION NO. 2025 - 048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE APPLICATION FOR THE PLACEMENT OF FOUR HISTORICAL MARKERS ON CITY PROPERTY WHICH ARE NAMED AS FOLLOWS: (1) CITY HALL HISTORICAL MARKER, (2) ALBERT PRINCE MARSHALL HISTORICAL MARKER, (3) THE ADAMS-ONÍS TREATY OF 1819 HISTORICAL MARKER, AND (4) HIGHLAND AND BINGHAM PARK HISTORIC DISTRICT HISTORICAL MARKER, FROM THE TEXAS HISTORICAL COMMISSION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City values its rich historical heritage and recognizes the importance of preserving and commemorating significant historical citizens and sites within the city; and

WHEREAS, the City Council supports the placement of these historical markers on city property to educate residents and visitors about the city's past and to enhance community pride and historical awareness; and

WHEREAS, the City has identified four suitable locations for the historical markers as follows:

1. City Hall Historical Marker – To be located at Texarkana Texas City Hall at 220 Texas Boulevard, commemorating the 100-year history and significance of the municipal government building.

2. Albert Prince Marshall Historical Marker – To be located at Sheppard Park (5th and Olive Streets), honoring the legacy and contributions of A.P. Marshall, born in Texarkana, Texas in 1914, a nationally recognized librarian, educator, and historian.

3. The Adams-Onís Treaty of 1819 Historical Marker – To be located at Sheppard Park (5th and Olive Streets), recognizing the historical importance of the treaty in shaping territorial boundaries, including what is now known as State Line Avenue.

4. Highland and Bingham Park Historic District Historical Marker – To be located at Wood Street Park, commemorating the historic neighborhood and its significance to Texarkana's development.

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

SECTION 1. The City Council hereby authorizes the placement of four historical markers from the Texas Historical Commission at the above-described designated locations on city property.

Attachment: 2025-048 RES Four Historical Markers Placement (4470 : 2025-048 RES Placing four Historical Markers on City property)

SECTION 2. The City Manager, or a designee, is authorized to coordinate with the Texas Historical Commission, city departments, and relevant stakeholders to facilitate the installation and maintenance of the historical markers.

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 **14th day of April, 2025**.

ATTEST:

_____	_____
JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2025-048 RES Four Historical Markers Placement (4470 : 2025-048 RES Placing four Historical Markers on City property)

City of Texarkana, Texas

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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:			

Attachment: 2025-048 Goals & Perspectives (4470 : 2025-048 RES Placing four Historical Markers on City property)