CITY OF TEXARKANA

CITY COUNCIL

MINUTES ● JULY 14, 2025

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

220 TEXAS BLVD., TEXARKANA, TX 75501

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

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

Staff Present: City Manager David Orr, Jennifer Evans, Laura Puckett, Reed Russell, Karey Parker, Brooke Stone, Evie Martin. Brandon Uselton, Kristin Peeples, Keith Beason, Ryan Galvan, Vashil Fernandez, J.W. Bramlett, Garrett Baker, Chiquita Burks, Chris Black, and Dusty Henslee.

Municipal Court: Judge Sherry Jackson Hawkins.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER COLE MEADOR

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings

Monday, August 11, 2025, at 6:00 p.m.
Monday, September 8, 2025, at 6:00 p.m.

Parks & Recreation Activities

July 17th, 24th July 31st	Popsicles in the Park 2:00 p.m. at the Rotary Splash Pad	Spring Lake Park
July 19th	Farmers Market Days 8:00 a.m. -12:00 p.m. "Bakers Bounty"	500 N. Stateline Ave.

July 26th	Farmers Market Days 8:00 a.m. -12:00 p.m. "Downward Dogs Day of Summer"	500 N. Stateline Ave.
August 2nd	Farmers Market Days 8:00 a.m. -12:00 p.m.	500 N. Stateline Ave.

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

Mayor Bruggeman said a couple of weeks ago The Scholars group invited him to a "day of basketball" to join Texarkana Arkansas Mayor Allen Brown in a competition, including free throws. And, the Mayor was happy to announce: "**He Won**"!

IV. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

Peter Bradley addressed council about various issues across the city.

William T. Smith, III addressed council in favor of proposed Ordinance No. 2025-100 under the First Briefings section of the agenda.

V. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

Council Member Page recommended the following people to form the new Community Development Corporation: Donna Chatman, Juan Bustamante, Cory Robinson, Will Humphrey, Deanna O'Malley, Tarisha Duson, Christine Foster, and Chiquita Burks as an alternate.

Motion to appointment members to the new Community Development Corporation.

(6:17 p.m.)

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

VI. ITEMS FOR CONSIDERATION

Consent Items

(6:20 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on June 9, 2025 at 6:00 PM.

2. Ordinance No. 2025-095 calling the City's November 4, 2025, General Election for the purpose of electing a Council Member for Ward Four (4) and a Council Member for Ward Six (6).

3. Resolution No. 2025-096 authorizing the City Manager to execute contracts for the purchase of chemicals for water and wastewater treatment. Funds are available in the Utility's 2025-2026 budget in the department's Operating Fund.

   Public Hearing:
   Council Vote: July 14, 2025

4. Resolution No. 2025-098 approving the Texarkana Regional Airport Executive Director to sign a 3-year contract with two (2) 1-year options for janitorial services with Blackwood Janitorial Services of Texarkana, Texas, for an annual cost of $82,740.

   Public Hearing:
   Council Vote: July 14, 2025

5. Resolution No. 2025-099 approving the funding arrangements of the Board of Directors of the City of Texarkana, Arkansas in its Ordinance No. 12-2025 for the “Solar Carport Airport Lease” approved by the City Council In Resolution No. 2024-027.

   Public Hearing:
   Council Vote: July 14, 2025

6. Resolution No. 2025-102 authorizing the City Manager to purchase new HVAC unit and controls for the Southwest Center and City Hall, with budgeted Energy Efficient grant funds: State Energy Conservation Office (SECO) and Energy Efficiency and Conservation Block Grant (EEBCG).

   Public Hearing:
   Council Vote: July 14, 2025

7. Resolution No. 2025-104 approving the purchase of new flooring and bleachers through Buy Board and TIPS Member Rubber Flooring Systems of Kemah, Texas, for the Southwest Center Gym, with funds budgeted in the Community Development Block Grant Fund (Fund 204).

   Public Hearing:
   Council Vote: July 14, 2025

8. Resolution No. 2025-105 approving the reappointment of Commissioner Brandon Washington to the Civil Service Commission.

   Public Hearing:
   Council Vote: July 14, 2025

Action Items

9. Resolution No. 2025-097 approving the Texarkana Regional Airport Executive Director to sign FAA Form 5100-110 Agreement for Transfer of Entitlements in the amount of $491,597 to the Fort Smith Airport Commission.

   Public Hearing:
   Council Vote: July 14, 2025

   Paul Merhlich briefed this agenda item.
   (6:23 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Cole Meador, Ward 5
SECONDER:	Jay Davis, Ward 6
AYES:	Matlock, Hart, Thompson, Page, Meador, Davis

10. Resolution No. 2025-101 approving and authorizing a State Infrastructure Bank loan agreement in an amount not to exceed $1,408,000 for the relocation of the 10” treated water main serving several member cities and wholesale customers along US 82.

    Public Hearing:
    Council Vote: July 14, 2025

    City Manager Orr briefed this agenda item.
    (6:26 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Christie Page, Ward 4
SECONDER:	Jay Davis, Ward 6
AYES:	Matlock, Hart, Thompson, Page, Meador, Davis

VII. FIRST BRIEFINGS

1. Ordinance No. 2025-100 amending Chapters 28, 36, and 140 of the City's Code of Ordinances relating to the regulation of coin-operated machines, distance restrictions in all zoning districts for exhibition of coin-operated machines, and prohibition of gambling devices and certain amusement redemption machines.

   Public Hearing: August 11, 2025
   Council Vote: August 11, 2025

   Jeff Lewis briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 8/11/2025 6:00 PM**

2. Ordinance No. 2025-106 rezoning on an approximate 3.498-acre tract of land (being Tract 201), George Brinlee HRS, A-18, located at 3133 Pleasant Grove Road from Single Family-1 to Planned Development-Office. David Potter, II, owner, and Kayla Wood, MTG Engineers & Surveyors, agent.

   Public Hearing: August 11, 2025
   Council Vote: August 11, 2025

   Laura Puckett briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 8/11/2025 6:00 PM**

3. Ordinance No. 2025-107 amending PD-25-2(O) for site plan approval on an approximate 3.498-acre tract of land (being Tract 201), George Brinlee HRS, A-18, located at 3133 Pleasant Grove Road (Ward 5). David Potter, II, owner, and Kayla Wood, MTG Engineers & Surveyors, agent.

   Public Hearing: August 11, 2025
   Council Vote: August 11, 2025

   Laura Puckett briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 8/11/2025 6:00 PM**

4. Ordinance No. 2025-108 granting a Specific Use to allow a HUD code manufactured home on Lots 1-2, Block 17, Grandview Addition, located at 3909 Alexander Avenue (Ward 2). Jonathan Hamilton, owner.

   Public Hearing: August 11, 2025
   Council Vote: August 11, 2025

   Laura Puckett briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 8/11/2025 6:00 PM**

5. Ordinance No. 2025-109 rezoning on the N 1/2 of Lots 9-12 and Part of Alley, Block 55, Grandview Addition, located at 1616 Iowa Street (Ward 2) from Single Family-3 to Two Family-2. Ceretha Brown, owner.

   Public Hearing: August 11, 2025
   Council Vote: August 11, 2025

   Laura Puckett briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 8/11/2025 6:00 PM**

VIII. PUBLIC HEARINGS

1. Ordinance No. 2025-082 calling for a Special Election to be held on the November Uniform Election Date -- Tuesday, November 4, 2025 -- to consider City Charter amendments.

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

   There were no public comments made at this hearing.
   (6:38 p.m.)

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

2. Resolution No. 2025-089 adopting the CDBG PY25 Annual Action Plan.

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

There were no public comments made at this hearing.
(6:38 p.m.)

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

3. Resolution No. 2025-090 approving an extension of the 1985 Millwood Water System Agreement [joint resolution with the City of Texarkana, Arkansas].

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

   There were no public comments made at this hearing.
   (6:39 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Cole Meador, Ward 5
SECONDER:	Christie Page, Ward 4
AYES:	Matlock, Hart, Thompson, Page, Meador, Davis

4. Ordinance No. 2025-091 rezoning Lot 2, Martha S. Pace Subdivision, located at 3412 Galleria Oaks Drive (Ward 6) from Single Family-1 to Planned Development-Neighborhood Service. Aaron Gaylor, owner.

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

   There were no public comments made at this hearing.
   (6:40 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Davis, Ward 6
SECONDER:	Steve Thompson, Ward 3
AYES:	Matlock, Hart, Thompson, Page, Meador, Davis

5. Ordinance No. 2025-092 rezoning on an approximate 6.11-acre tract of land (being Tract 2), F.W. Schifflin HRS, A-928, located at 5825 Pleasant Grove Road (Ward 5) from Single Family-1 to Single Family-2. Andy Rayburn, owner, and Brad Meador, 2B Builders, agent. (A 3/4 vote will be required by the City Council to approve this request).

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

   Brandon Haynes, Robert Hurley, Josh Davitt, Meghan Baker, and Sherri Fomby all addressed council not in favor of this proposed rezoning. Some comments made were not

totally against the development, but stated preferences for the current Single Family-1 designation to remain, while also looking for some compromise or reasonable accommodation that would be a "win-win" for both the residents and developer.

A few citizens expressed a range of concerns: rezoning that would affect current property values, increased traffic, infrastructure sustainability, drainage issues, short-term renters, some roads in need of current repairs, and safety for pedestrians and children playing outside.

Brad Meador addressed several concerns of these citizens who were not in favor of the proposed rezoning.
(7:04 p.m.)

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

6. Ordinance No. 2025-103 amending natural gas residential and commercial rate schedules authorized in Ordinance No. 2022-004 and ordering the rates to be charged by Summit Utilities Arkansas, Inc., for natural gas and natural gas service to the City's residential and commercial customers.

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

After working with Summit Utilities for several months, Jeff Lewis summarized the council's rate increase options and why staff feels this proposal, which includes a rate increase, planned investments, and operational costs, is warranted for safe and reliable natural gas service.

The proposed ordinance would avoid a rate case and costly litigation. It also provides for a new Consumer Price Index (CPI) rider and Summit agreeing to withdraw the original riders to which staff had objections.

City Manager Orr said the CPI rider should put the city on a pathway to slow and steady increases, as has been done with other utilities throughout the city.
(7:20 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Davis, Ward 6
SECONDER:	Cole Meador, Ward 5
AYES:	Matlock, Hart, Thompson, Page, Meador, Davis

IX. CITY MANAGER'S REPORT

July Sales Tax Update

Sales tax for the month of July (May sales) totaled $1,748,685, a 1.14% increase compared to the same month in the prior year. Total fiscal year to date collections have totaled $14,736,911, a 3.96% increase compared to the prior year. If the city accounts for the prior year's adjustment, the increase would have been a 0.99% increase year to date.

2nd Quarter Economic Development Report
The latest quarterly economic development report is now available, thanks to Ryan Galvan the city's new Management Fellow. It includes information on new developments that are planned, new retail announced/recently opened, commercial construction permits, residential construction permits and much more.

The big news this past quarter was the grand opening of the newly renovated Swanger Sports Complex at Spring Lake Park and Grady T. Wallace Park, further establishing Texarkana as a growing destination for youth sports.

For more information on economic development efforts, check out the city's economic development webpage at Economic Development | Texarkana, TX - Official Website (texarkanatexas.gov) <https://texarkanatexas.gov/255/Economic-Development>

Hyper-Reach Update
What is Hyper-Reach? Hyper-Reach is a mass notification system used by the City of Texarkana to quickly communicate important alerts and emergency messages to residents. This system can deliver messages through phone calls, texts, emails, or app notifications to ensure timely delivery of vital information. Alerts may include: severe weather (tornadoes, flash floods, etc.), public safety emergencies, utility service disruptions, and civic notifications, such as road closures.

Anyone interested can sign up at: **texarkanatexas.gov/582/Stay-Informed <https://texarkanatexas.gov/582/Stay-Informed>**

SAVE THE DATES: IAC Bi-State Meeting, Wednesday, July 16th in the TAPD Training Room at 3:00 p.m.

Brownfields Job Training Grant Graduation Ceremony, Tuesday, July 22nd at TC's Truman Arnold Center at 6:00 p.m.

State Line Ave Public Involvement Meeting, hosted by ARDOT, on Thursday, August 7th from 4:30 p.m. to 6:30 p.m. at the Beech Street First Baptist Church (Family Activity Center) located at 507 Pecan Street in Texarkana, Arkansas.

X. ADMINISTRATIVE COMMENTS

1. City Council

   Council Member Thompson said the past weekend's mild thunderstorms and low winds caused outages three different times in his ward and he was wondering if it were due to the age of SWEPCO's infrastructure.

City Manager Orr said staff would follow up with SWEPCO.

2. City Staff

City Manager Orr said a required public hearing on the FY'26 budget is scheduled for Monday, August 25th and what time would be good for the council to meet.

Mayor Bruggeman polled the council and it was decided to have the meeting at 5:30 p.m.

XI. ADJOURNMENT

A motion was made to adjourn the meeting.
(7:26 p.m.)

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

Jennifer Evans
City Secretary

Bob Bruggeman
Mayor

CITY OF TEXARKANA

CITY COUNCIL

MINUTES • JUNE 9, 2025

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

220 TEXAS BLVD., TEXARKANA, TX 75501

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

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

Staff Present: City Manager David Orr, Jennifer Evans, Reed Russell, Karey Parker, Robby Robertson, Dusty Henslee, Mashell Daniel, Daphnea Ryan, Kristin Peeples, Gary Smith, Brooke Stone, Chris Black, Evey Martin, Chiquita Burks, Vashil Fernandez, Megan Price, Nailah Zetrenne, and Ryan Galvan.

Municipal Court: Judge Sherry Jackson Hawkins.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER JAY DAVIS

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings
Monday, July 14, 2025, at 6:00 p.m.
Monday, August 11, 2025, at 6:00 p.m.

Parks & Recreation Activities

June 14th,21st, 28th July 12th	Farmer's Market 8:00 am -12:00 pm	500 N. Stateline Ave.
June 12th	Movies in the Park "**The Goonies**" at dusk	Spring Lake Park
June 13th - 16th	Baseball Association of Texarkana, TX	Swanger Complex

Minutes Acceptance: Minutes of Jun 9, 2025 6:00 PM (Consent Items)

	District Tournament	
June 20th- 23rd	Baseball Association of Texarkana, TX Regional Tournament	Swanger Complex
June 27th - 30th	Baseball Association of Texarkana, TX State Tournament	Swanger Complex

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

Perot Theatre - Upcoming Show

Joni's Gymnastics and Dance Center presents**: Once Upon a Dance,** dance recital, on June 14th at 6:00 pm.

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

The Mayor recognized city interns, Evey Martin and Nailah Zetrenne, who will be working at the city this summer, and new management fellow, Ryan Galvan.

The American Legion Baseball Tournament will be held, for both the senior and junior divisions, on June 13-15. Games will be played at Spring Lake Park.

IV. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

Kristi Kendricks, of Amachi Vision Corp (Amachi) and Director of the Beverly Community Center, thanked the city for allowing her to be a part of the team accompanying city staff who recently went to a NUSA conference in Jacksonville, Florida.

She was disheartened to say that Amachi has overstayed its lease agreement and will be moving out of the Beverly Community Center on July 7th. The lease agreement was initially signed in 2018, but they were not officially in the community center until May 1, 2024, due to break-ins and meeting the revitalization guidelines that were required as the building is city-owned.

She said the city did work with Amachi on a month-to-month lease, but Amachi failed to transition timely to the business of representing youth development in the capacity of what those terms fall under. She also said Amachi will reapply when the upcoming RFP process opens.

Shawn Daingerfield spoke in support of the great things that Amachi and Ms. Kendricks have done for the Beverly community at the center.

Minutes Acceptance: Minutes of Jun 9, 2025 6:00 PM (Consent Items)

V. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

There were no appointments made to any board, commission, or committee.

VI. ITEMS FOR CONSIDERATION

Consent Items

(6:18 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on May 12, 2025 at 6:00 PM.

2. Consider approval of the minutes of the Joint Budget Advisory Committee Workshop of the City Council held on May 28, 2025 at 11:30 AM.

3. Ordinance No. 2025-078 amending Section 1 of Ordinance No. 2025-040, extending for an additional month the 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; setting a moratorium expiration at 11:59 p.m., August 11, 2025; and setting a public hearing on August 11, 2025, for Council consideration of Code Chapter 36 revisions.

   Public Hearing:
   Council Vote: June 9, 2025

4. Resolution No. 2025-079 approving the Texarkana Regional Airport Apron Phase III Project in the amount of $4,274,853 and approving the Airport Executive Director to sign a work order with McClelland Consulting Engineers, Inc. for Apron Phase III construction in the amount of $477,000, to be funded solely by grant and federal funds.

   Public Hearing:
   Council Vote: June 9, 2025

Minutes Acceptance: Minutes of Jun 9, 2025 6:00 PM (Consent Items)

5. Resolution No. 2025-080 approving a pavement rehabilitation project not to exceed $400,000 and approving the Airport Executive Director to sign a work order with McClelland Consulting Engineers, Inc. for pavement rehabilitation in the amount of $55,200 approved in the capital FY25 budget.

   Public Hearing:
   Council Vote: June 9, 2025

6. Resolution No. 2025-083 amending Resolution No. 2025-046 and approving the Self-Service Fuel System Project for an amount not to exceed $395,000 and approving the Airport Executive Director to sign an work order with Garver, LLC, for the Self-Serve AVgas tank design and administration in the amount of $84,000 approved in the capital FY25 budget.

   Public Hearing:
   Council Vote: June 9, 2025

7. Resolution No. 2025-084 amending Resolution No. 2025-059 and approving the Airport Executive Director to sign a work order with Garver, LLC, for Vehicle Service Road Design in the amount of $211,400, approved in the capital FY25 budget.

   Public Hearing:
   Council Vote: June 9, 2025

8. Resolution No. 2025-086 authorizing the City Manager to execute a contract with Altech, Inc. of Texarkana, Texas, for an amount not to exceed $90,135.03, for the clearing and grubbing of city property on Gazola Street, recently received from the Chamber of Commerce, with funds budgeted in the Economic Development Fund (Fund 223).

   Public Hearing:
   Council Vote: June 9, 2025

9. Resolution No. 2025-087 authorizing an expenditure for an amount not to exceed $50,000 for the Texarkana Regional Airport Air Show with funds budgeted in the Hotel Occupancy Tax Fund (Fund 212).

   Public Hearing:
   Council Vote: June 9, 2025

Minutes Acceptance: Minutes of Jun 9, 2025 6:00 PM (Consent Items)

10. Resolution No. 2025-088 authorizing an expenditure for an amount not to exceed $50,000 for the Red River Lone Star Support Committee in support of Red River Army Depot with funds budgeted in the Economic Development Fund (Fund 223).

    Public Hearing:
    Council Vote: June 9, 2025

11. Resolution No. 2025-093 authorizing the City Manager to execute a contract with JSG Homes, LLC of Atlanta, Texas, for the reconstruction of four (4) homes selected under the Texas Department of Housing and Community Affairs (TDHCA) HOME Program.

    Public Hearing:
    Council Vote: June 9, 2025

12. Resolution No. 2025-094 supporting the application for Emergency Solutions Grant homelessness prevention funds.

    Public Hearing:
    Council Vote: June 9, 2025

Action Items

13. Ordinance No. 2025-060 establishing guidelines to become a Film Friendly Texas certified community, amending the Code of Ordinances by adding Article IV, “Film Friendly Texas - Texarkana" to Chapter 2, "Administrative"; and authorizing the City Manager to secure Film Friendly Texas certification from the Texas Film Commission, to oversee filming and establish additional regulations for promotion of economic development activity pertaining to commercial, movie, or television series projects.

    Public Hearing:
    Council Vote: June 9, 2025

(6:20 p.m.)

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

14. Resolution No. 2025-081 authorizing the City Manager to accept an EPA Brownfields Community-Wide Assessment Grant in the amount of $500,000 in partnership with the City of Texarkana, Arkansas, under a memorandum of understanding executed October 24, 2023, and execute all necessary contracts and documents to implement the requirements of this grant.

    Public Hearing:
    Council Vote: June 9, 2025

    (6:21 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Davis, Ward 6
SECONDER:	Christie Page, Ward 4
AYES:	Bruggeman, Matlock, Hart, Thompson, Page, Davis
ABSENT:	Meador

15. Resolution No. 2025-085 ending the authorization of Resolution No. 2022-135 for contracting with a governmental affairs consulting firm and authorizing the City Manager to provide advance written notice of termination of the consulting services agreement with McWilliams Strategies, LLC.

    Public Hearing:
    Council Vote: June 9, 2025

    Jeff Lewis briefed this agenda item.
    (6:25 p.m.)

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

VII. FIRST BRIEFINGS

1. Ordinance No. 2025-082 calling for a Special Election to be held on the November Uniform Election Date -- Tuesday, November 4, 2025 -- to consider City Charter amendments.

Minutes Acceptance: Minutes of Jun 9, 2025 6:00 PM (Consent Items)

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

Jeff Lewis briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 7/14/2025 6:00 PM**

2. Resolution No. 2025-089 adopting the CDBG PY25 Annual Action Plan.

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

Megan Price briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 7/14/2025 6:00 PM**

3. Resolution No. 2025-090 approving an extension of the 1985 Millwood Water System Agreement [joint resolution with the City of Texarkana, Arkansas].

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

City Manager Orr briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 7/14/2025 6:00 PM**

4. Ordinance No. 2025-091 rezoning Lot 2, Martha S. Pace Subdivision, located at 3412 Galleria Oaks Drive (Ward 6) from Single Family-1 to Planned Development-Neighborhood Service. Aaron Gaylor, owner.

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

Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 7/14/2025 6:00 PM**

5. Ordinance No. 2025-092 rezoning on an approximate 6.11-acre tract of land (being Tract 2), F.W. Schifflin HRS, A-928, located at 5825 Pleasant Grove Road (Ward 5) from Single Family-1 to Single Family-2. Andy Rayburn, owner, and Brad Meador, 2B Builders, agent. (A 3/4 vote will be required by the City Council to approve this request).

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

Minutes Acceptance: Minutes of Jun 9, 2025 6:00 PM (Consent Items)

Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 7/14/2025 6:00 PM**

VIII. PUBLIC HEARINGS

1. Ordinance No. 2025-073 rezoning on Lots 6-7, Wellsford Subdivision, located at 3126 Norton Street (Ward 1) from Single Family-2 to Single Family-3. Mai Anh Silas, owner, Randy Davis, agent.

   Public Hearing: June 9, 2025
   Council Vote: June 9, 2025

   Mai Anh Silas and Randy Davis addressed council at this hearing. Mr. Davis stated the address for the proposed property rezoning was 4126 Norton Street, according to an email Ms. Silas received related to the title document.

   Mashell Daniel responded the Bowie Central Appraisal District and Texarkana Maps, both show the address of this property as 3126 Norton Street.
   (6:48 p.m.)

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

2. Ordinance No. 2025-074 granting a Specific Use Permit to allow the location of a HUD code manufactured home on Lots 6-7, Wellsford Subdivision, located at 3126 Norton Street (Ward 1). Mai Anh Silas, owner, and Randy Davis, agent.

   Public Hearing: June 9, 2025
   Council Vote: June 9, 2025

   There were no public comments made at this hearing.
   (6:50 p.m.)

Minutes Acceptance: Minutes of Jun 9, 2025 6:00 PM (Consent Items)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Christie Page, Ward 4
SECONDER:	Jay Davis, Ward 6
AYES:	Bruggeman, Matlock, Hart, Thompson, Page, Davis
ABSENT:	Meador

3. Ordinance No. 2025-075 rezoning on a portion of an approximate 1.994-acre tract of land (being Tract 4), R.G. Cannon HRS, A-733, located at 2021 Mall Drive (Ward 4) from General Retail to Parking. Strategic Restaurant Enterprises, Inc., owner, and Janet Reid and Jeremy Nienkamp with Texas Roadhouse, agent.

   Public Hearing: June 9, 2025
   Council Vote: June 9, 2025

   Jeremy Nienkamp addressed council at this hearing.
   (6:52 p.m.)

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

4. Public Hearing Continued: Summit Utilities proposed natural gas rate increase [effective date of increase suspended by Resolution No. 2025-023 to July 31, 2025]. No council action will be required at this meeting. First public hearing was held on April 14. Second public hearing was held on May 12, but not closed. Council action on this proposal, together with City staff recommendations, will be tentatively scheduled for the July 14 regular meeting.

   Summit Utilities' Brooke Parsons, Regional Director of Regulatory Affairs and Greg Strickland, Director of Operations, attended the hearing. Ms. Parsons highlighted the overview, proposal, and benefits of the proposed rate increase to Texas customers outlined in an executive summary.

   Mr. Strickland addressed the New Town gas line replacement concerns of Council Member Matlock. He also said Summit has 2025 projects planned and one just started in and around the Kennedy Lane area of, approximately, three miles of piping to replace all the mains and services in that area. This project should take about three to four months.

   Ms. Matlock asked for proof that the gas lines in the New Town area were actually replaced as the 2012-2014 records show provided by Summit. She said a picture is better than a thousand words. She feels very confident the lines in that area have not been replaced, in part, due to no notifications were given to the residents, no trucks were seen in the area, and no evidence of the ground being dug up to replace the lines.

   Mr. Davis said the information he reviewed gives him concern that when Summit purchased the company in 2022, from former provider Centerpoint, the rates weren't

Minutes Acceptance: Minutes of Jun 9, 2025 6:00 PM (Consent Items)

correctly set at that time and this current rate increase proposal is "right sizing" or recouping loss from the negotiation with Centerpoint, at the expense of the Texas-side citizens.

James Hawkins said he grew up in the New Town community and still owns property there since the 1960s. He has never seen any infrastructure worked performed on replacing gas lines. He said he asked his family members and no one is aware of any time the gas lines were being replaced in their neighborhood.

New Town Gas Line Replacements Update

RESULT:	**CLOSE ACTION**

SUA Executive Summary Document

RESULT:	**CLOSE ACTION**

IX. CITY MANAGER'S REPORT

Red River Army Depot Update
Recently, the Chamber's Military Affairs Committee held a series of productive meetings in Washington, D.C. with members of Congressional Delegation, including Senators John Cornyn, Ted Cruz, and Tom Cotton, as well as Representatives Pat Fallon, Nathaniel Moran, and Bruce Westerman, among others.

The visit reaffirmed RRAD's vital role in supporting national defense readiness and highlighted its significant economic impact on the Texarkana region. Thank you to the Congressional Delegation for taking time to meet with staff and members of the Military Affairs Committee that helped to make the trip possible.

Budget Advisory Committee Meetings Recap
Budget advisory meetings were held May 7th, May 14th and the joint meeting was held on May 28th. Thanks were given to staff, Council and the Budget Advisory Committee members who worked on the city's FY26 budget recommendations. Special thanks were given to Kristin and her team for their work over the past several months. During the summer, additional updates will be sent out in preparation for the FY26 budget adoption later this year.

Rose Hill Neighborhood Association Named National "Neighborhood of the Year" Runner-up
Congratulations to Chiquita Burks and Rhonda Dolberry who were recognized as the national runner-up in the Social Revitalization/Neighborliness category at the Annual Neighborhoods USA (NUSA) Conference in Jacksonville, Florida.

SAVE THE DATES: RRAD 250th Birthday of the United States Army Celebration (June 12th) 11:30 am - 12:30 pm, Red River Army Depot- outside Bldg. 468 Leadership Center.

Minutes Acceptance: Minutes of Jun 9, 2025 6:00 PM (Consent Items)

DQ 40TH Anniversary Surprise & Delight Tour, Thursday, June 12th at the Rotary Splash Pad from 1:30 pm - 3:00 pm. Join TTPD & TTFD for free blizzards, gift cards, and DQ swag.

2024 International Building Codes Meeting, Wednesday, June 18th from 11:00 am - 1:00 pm at City Hall in the 2nd floor conference room. Lunch will be provided; RSVP to 903-798-3912.

X. ADMINISTRATIVE COMMENTS

1. City Council

   Council had no administrative comments for staff.

2. City Staff

   Staff had no administrative comments for council.

XI. CLOSED SESSION

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

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

B. Section 551.071 (Consultation with Attorney) and Section 551.072 (Real Property)

XII. RECONVENED INTO OPEN SESSION

XIII. ADJOURNMENT

A motion was made to adjourn the meeting.
(8:01 p.m.)

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

Jennifer Evans
City Secretary

Bob Bruggeman
Mayor

Minutes Acceptance: Minutes of Jun 9, 2025 6:00 PM (Consent Items)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 7/2/2025 11:16 AM

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

Subject: Ordinance No. 2025-095 calling the City's November 4, 2025, General Election for the purpose of electing a Council Member for Ward Four (4) and a Council Member for Ward Six (6).

Attachments

a. 2025-095 ORD Calling Gen. Elect. W4W6 (110425) (DOCX)
b. 2025-095 Goals & Perspectives (DOCX)
c. 2025-095 ORD Calling G.E 110425 signed (PDF)

1-2
Prescribed by Secretary of State
Sections 3.004, 3.005, 3.006, 85.004, 85.006, 85.007 Texas Election Code
9/2023

ORDER OF ELECTION
2025-095

An election is hereby ordered to be held in the City of Texarkana, Texas, at the respective voting places determined and set by Bowie County, Texas, on the **4th day of November, 2025**, for the purpose of voting on a Councilmember for Ward Four (4) and a Councilmember for Ward Six (6) of the City of Texarkana, Texas.

Candidates for councilmembers of Ward Four (4) and Ward Six (6), respectively, shall be voted on only by the qualified voters residing in the ward from which the candidate seeks election.

Early Voting by personal appearance will be conducted each weekday at the following three locations:

[Main Location]
EV1 - Bowie County Courthouse
710 James Bowie Drive
New Boston, Texas

[Branch Location]
EV2 - Southwest Center
3222 West 7th Street
Texarkana, Texas

[Branch Location]
EV3 – Northside Church – East Entrance
5801 Summerhill Road
Texarkana, Texas

Early Voting by Personal Appearance **WEEKDAY** Schedule:

Monday, October 20	8:00 a.m. to 6:00 p.m.
Tuesday, October 21	8:00 a.m. to 6:00 p.m.
Wednesday, October 22	8:00 a.m. to 6:00 p.m.
Thursday, October 23	8:00 a.m. to 6:00 p.m.
Friday, October 24	8:00 a.m. to 6:00 p.m.

Attachment: 2025-095 ORD Calling Gen. Elect. W4W6 (110425) (4537 : 2025-095 ORD Calling GE W4W6 for 110425)

Monday, October 27	7:00 a.m. to 7:00 p.m.
Tuesday, October 28	7:00 a.m. to 7:00 p.m.
Wednesday, October 29	7:00 a.m. to 7:00 p.m.
Thursday, October 30	7:00 a.m. to 7:00 p.m.
Friday, October 31	7:00 a.m. to 7:00 p.m.

or as otherwise determined and set by Bowie County, Texas.

Early Voting by Personal Appearance **WEEKEND** Schedule:

Saturday, October 25	7:00 a.m. to 7:00 p.m.
Sunday, October 26	**12:00 p.m. to 6:00 p.m.** **[Main Location Only]**

or as otherwise determined and set by Bowie County, Texas.

Applications for Ballot by Mail (ABBMs) shall be mailed to:

Early Voting Clerk
710 James Bowie Drive
New Boston, TX 75570
Phone: (903) 628.6809
Email: cassey.tutt@bowiecounty.org
Website: https://www.co.bowie.tx.us/page/bowie.Elections

Applications for Ballots by Mail (ABBMs) must be received no later than 5:00 p.m. on **October 24, 2025,** in the Bowie County Elections Office.

Federal Post Card Applications (FPCAs) must be received no later than 5:00 p.m. on **October 24, 2025,** in the Bowie County Elections Office.

This ORDER was approved by the City Council of the City of Texarkana, Texas, during its regular meeting held on the 14th day of July, 2025.

Jennifer Evans, TRMC, City Secretary

Bob Bruggeman, Mayor

Attachment: 2025-095 ORD Calling Gen. Elect. W4W6 (110425) (4537 : 2025-095 ORD Calling GE W4W6 for 110425)

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: 2025-095 Goals & Perspectives (4537 : 2025-095 ORD Calling GE W4W6 for 110425)

1-2
Prescribed by Secretary of State
Sections 3.004, 3.005, 3.006, 85.004, 85.006, 85.007 Texas Election Code
9/2023

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This ORDER was approved by the City Council of the City of Texarkana, Texas, during its regular meeting held on the 14th day of July, 2025.

Jennifer Evans, TRMC, City Secretary

Bob Bruggeman, Mayor

6:20 p.m.

Attachment: 2025-095 ORD Calling G.E 110425 signed (4537 : 2025-095 ORD Calling GE W4W6 for 110425)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 7/11/2025 12:37 PM

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

Subject: Resolution No. 2025-096 authorizing the City Manager to execute contracts for the purchase of chemicals for water and wastewater treatment. Funds are available in the Utility's 2025-2026 budget in the department's Operating Fund.

Briefing: 7/14/2025 **Public Hearing:** **Council Vote:** 7/14/2025

Item Schedule

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

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

Bids were advertised, and thirty-seven chemical specification packages were requested and mailed to prospective bidders in June. Bids were received and opened at 2:00 PM, June 10, 2025, on the following chemicals required for water and wastewater treatment for FY 2025-2026: Sulphur Dioxide, HTH (100# containers), Caustic Soda (bulk), Liquid Chlorine, Aluminum Sulfate, Ortho-Polyphosphate, Liquid Polymer (WTP and WWTP), and Anhydrous Ammonia.

Potential Options:

- None
-

Fiscal Implications:

Recommendations are for the low bid price per unit, from the listed vendors as shown on the bid tabulation sheet – ATTH01, in an aggregate amount not to exceed the amount budgeted in the Texarkana Water Utilities, Departments 410, 420, 490, 520, 530 and 540 Operating Fund Budgets for FY 2025-2026.

Staff Recommendation:

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. 2025-096 RES Chemicals for Water & Waste (DOC)
b. 2025-096 ATTH 01 2025-26 Chem. Vendor Renewals (PDF)
c. 2025-096 ATTH 02 2025-26 Chem. Vendor Bids (PDF)
d. 2025-096 Goals & Perspective (DOCX)
e. 2025-096 RES Purchase of Chemicals signed (PDF)

Staff Coordination

Water Utilities	Gary Smith	Department Head Review	Completed	06/17/2025 3:52 PM
TWU Administration	Kenny Icenhower	Review	Completed	06/17/2025 4:07 PM
TWU Finance	Tricia Briggs	TWU Finance Review	Completed	06/17/2025 4:25 PM
City Manager	David Orr	City Manager Review	Completed	07/08/2025 6:07 PM
City Council	Jennifer Evans	Meeting	Completed	07/14/2025 6:00 PM

Meeting History

RESOLUTION NO. 2025-096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ACCEPTING BIDS AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS TO PURCHASE SULPHUR DIOXIDE FROM PVS DX, INC., HTH FROM HARCROS CHEMICALS, INC., CAUSTIC SODA (BULK) FROM PETRA CHEMICAL COMPANY, LLC., LIQUID CHLORINE FROM PVS DX, INC., ALUMINUM SULFATE FROM CHEMTRADE CHEMICALS US LLC., ORTHO-POLYPHOSPHATE FROM HAWKINS, INC., LIQUID POLYMER FROM POLYDYNE, INC. AND ANHYDROUS AMMONIA FROM TANNER INDUSTRIES, INC., TO BE USED IN THE TREATMENT OF WATER AND WASTEWATER FOR THE TEXARKANA, TEXAS WATER AND SEWER OPERATIONS IN FY 2025-2026; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Texarkana Water Utilities (TWU) has certain chemical requirements for proper treatment of water and wastewater; and

WHEREAS, bids have been advertised and tabulated for these chemicals; and

WHEREAS, TWU staff has recommended the lowest bids received, respectively, and funds are available in the FY 2025-2026 budget.

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

SECTION 1: That the lowest and best bid, meeting specifications, received for Sulphur Dioxide, a chemical for the Texarkana, Texas Water and Sewer Operations for FY 2025-2026, was received from PVX DX, Inc. at $2,274.00 per ton described in attached **ATTH 02**, be and is hereby accepted.

SECTION 2: That the lowest and best bid, meeting specifications, received for HTH, a chemical for the Texarkana, Texas Water and Sewer Operations for FY 2025-2026, was received from Harcros Chemicals, Inc. at $3.850 per pound container described in attached **ATTH 02**, be and is hereby accepted.

SECTION 3: That the lowest and best bid, meeting specifications, received for Caustic Soda (Bulk) Liquid, a chemical for the Texarkana, Texas Water and Sewer Operations for FY 2025-2026, was received from Petra Chemical Company, LLC. at $.1969 per liquid pound described in attached **ATTH 02**, be and is hereby accepted.

SECTION 4: That the lowest and best bid, meeting specifications, received for Liquid Chlorine, a chemical for Texarkana, Texas Water and Sewer Operations for FY 2025-2026, was received from PVS DX, Inc. at $2139.00 per ton described in attached **ATTH 02**, be and is hereby accepted.

Attachment: 2025-096 RES Chemicals for Water & Waste [Revision 1] (4538 : 2025-096 RES Purchase of Chemicals)

SECTION 5: That the lowest and best bid, meeting specifications, received for Aluminum Sulfate, a chemical for the Texarkana, Texas Water and Sewer Operations for FY 2025-2026, was received from Chemtrade Chemicals US, LLC. at $380.90 per dry ton described in attached **ATTH 02**, be and is hereby accepted.

SECTION 6: That the lowest and best bid, meeting specifications, received for Ortho-Polyphosphate Drums, a chemical for the Texarkana, Texas Water and Sewer Operations for FY 2025-2026, was received from Hawkins, Inc. at $0.98 per pound described in attached **ATTH 02**, be and is hereby accepted.

SECTION 7: That the lowest and best bid, meeting specifications, received for Liquid Polymer, a chemical for the Texarkana, Texas Water Treatment Plant for FY 2025-2026, was received from Polydyne, Inc. at $13.14 per gallon described in attached **ATTH 02**, be and is hereby accepted.

SECTION 8; That the lowest and best bid, meeting specifications, received for Liquid Polymer, a chemical for Texarkana, Texas Sewer Operations for FY 2025-2026, was received from Polydyne, Inc. at $13.158 per gallon described in attached **ATTH 02**, be and is hereby accepted.

SECTION 9; That the lowest and best bid, meeting specifications, received for Anhydrous Ammonia, a chemical for Texarkana, Texas Water and Sewer Operations for FY 2025-2026, was received from Tanner Industries, Inc. at $1.12 per pound described in attached **ATTH 02**, be and is hereby accepted.

SECTION 10; 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 July, 2025**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2025-096 RES Chemicals for Water & Waste [Revision 1] (4538 : 2025-096 RES Purchase of Chemicals)

CHEMICAL CONTRACT RENEWALS
FY 2025-2026

CHEMICAL PURCHASES PROJECTED FOR THE PERIOD OCTOBER 1, 2022 - SEPTEMBER 30, 2023

CHEMICAL	COMPANY	RENEWAL 2026	COST FY 2025	BIDS RECEIVED	REPS. PRESENT	BIDS MAILED
Anhydrous Ammonia	Tanner Industries, Inc 735 Davisville Rd. Southampton, PA. 18966	$1.12 Per Pound	$1.12 Per Pound	0		0

Attachment: 2025-096 ATTH 01 2025-26 Chem. Vendor Renewals (4538 : 2025-096 RES Purchase of Chemicals)

TABULATION OF BIDS - June 10, 2025
FY 2025-2026 CHEMICAL BIDS

CHEMICAL PURCHASES PROJECTED FOR THE PERIOD OCTOBER 1, 2025 - SEPTEMBER 30, 2026

CHEMICAL	COMPANY	BID FY 2026	COST FY 2025	BIDS RECEIVED	BIDS REQUESTED
Sulphur Dioxide	PVS DX, Inc. 1919 San Jacintoport Blvd Houston, TX. 77015	$2274.00 Per Ton	$2299.00 Per Ton	1	36
CHEMICAL	**COMPANY**	**BID FY 2026**	**COST FY 2025**	**BIDS RECEIVED**	**BIDS REQUESTED**
HTH (100# Containers)	Harcros Chemicals, Inc. 1011 Jack Wells Blvd Shreveport, LA. 71107	$3.850 Per Pound	$3.35 Per Pound	1	36
CHEMICAL	**COMPANY**	**BID FY 2026**	**COST FY 2025**	**BIDS RECEIVED**	**BIDS REQUESTED**
Caustic Soda (Bulk) Liquid Weight	Petra Chemical Company, LLC P.O. Box 24600 Houston, TX. 77229	$.1969 $.2360 $.2430 $.2525	$.2148 Per Wet Pound	4	36
CHEMICAL	**COMPANY**	**BID FY 2026**	**COST FY 2025**	**BIDS RECEIVED**	**BIDS REQUESTED**
Liquid Chlorine	PVS DX, Inc. 1919 San Jacintoport Blvd Houston, TX. 77015	$2139.00 Per Ton	$2257.00 Per Ton	1	36
CHEMICAL	**COMPANY**	**BID FY 2026**	**COST FY 2025**	**BIDS RECEIVED**	**BIDS REQUESTED**
Aluminum Sulfate	Chemtrade Chemicals US LLC 90 East Halsey Rd. Parisppany, NJ. 07054	$380.90 $390.00 $414.00 $591.25 per dry ton	$366.85 Per Dry Ton	4	36
CHEMICAL	**COMPANY**	**BID FY 2026**	**COST FY 2025**	**BIDS RECEIVED**	**BIDS REQUESTED**
Ortho-Polyphosphate Drums	Hawkins, Inc. 2381 Rosegate Roseville, MN. 55113	$.98 $1.18 Per Pound	$.96 Per Pound	2	36
CHEMICAL	**COMPANY**	**BID FY 2026**	**COST FY 2025**	**BIDS RECEIVED**	**BIDS REQUESTED**
Liquid Polymer WTP	Polydyne, Inc. 1 Chemical Plant Rd Riceboro, GA. 31323	$13.14 Per Gallon	$12.441 Per Gallon	1	36
CHEMICAL	**COMPANY**	**BID FY 2026**	**COST FY 2025**	**BIDS RECEIVED**	**BIDS REQUESTED**
Liquid Polymer WWTP	Polydyne, Inc. 1 Chemical Plant Rd Riceboro, GA. 31323	$13.158 Per Gallon	$12.47 Per Gallon	1	36

Attachment: 2025-096 ATTH 02 2025-26 Chem. Vendor Bids (4538 : 2025-096 RES Purchase of Chemicals)

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
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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:

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: 2025-096 Goals & Perspective (4538 : 2025-096 RES Purchase of Chemicals)

RESOLUTION NO. 2025-096

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SECTION 3: That the lowest and best bid, meeting specifications, received for Caustic Soda (Bulk) Liquid, a chemical for the Texarkana, Texas Water and Sewer Operations for FY 2025-2026, was received from Petra Chemical Company, LLC. at $.1969 per liquid pound described in attached **ATTH 02**, be and is hereby accepted.

SECTION 4: That the lowest and best bid, meeting specifications, received for Liquid Chlorine, a chemical for Texarkana, Texas Water and Sewer Operations for FY 2025-2026, was received from PVS DX, Inc. at $2139.00 per ton described in attached **ATTH 02**, be and is hereby accepted.

Attachment: 2025-096 RES Purchase of Chemicals signed (4538 : 2025-096 RES Purchase of Chemicals)

SECTION 5: That the lowest and best bid, meeting specifications, received for Aluminum Sulfate, a chemical for the Texarkana, Texas Water and Sewer Operations for FY 2025-2026, was received from Chemtrade Chemicals US, LLC. at $380.90 per dry ton described in attached **ATTH 02**, be and is hereby accepted.

SECTION 6: That the lowest and best bid, meeting specifications, received for Ortho-Polyphosphate Drums, a chemical for the Texarkana, Texas Water and Sewer Operations for FY 2025-2026, was received from Hawkins, Inc. at $0.98 per pound described in attached **ATTH 02**, be and is hereby accepted.

SECTION 7: That the lowest and best bid, meeting specifications, received for Liquid Polymer, a chemical for the Texarkana, Texas Water Treatment Plant for FY 2025-2026, was received from Polydyne, Inc. at $13.14 per gallon described in attached **ATTH 02**, be and is hereby accepted.

SECTION 8; That the lowest and best bid, meeting specifications, received for Liquid Polymer, a chemical for Texarkana, Texas Sewer Operations for FY 2025-2026, was received from Polydyne, Inc. at $13.158 per gallon described in attached **ATTH 02**, be and is hereby accepted.

SECTION 9; That the lowest and best bid, meeting specifications, received for Anhydrous Ammonia, a chemical for Texarkana, Texas Water and Sewer Operations for FY 2025-2026, was received from Tanner Industries, Inc. at $1.12 per pound described in attached **ATTH 02**, be and is hereby accepted.

SECTION 10; 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 July, 2025**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:20 p.m.

Attachment: 2025-096 RES Purchase of Chemicals signed (4538 : 2025-096 RES Purchase of Chemicals)

TABULATION OF BIDS - June 10, 2025
FY 2025-2026 CHEMICAL BIDS

CHEMICAL PURCHASES PROJECTED FOR THE PERIOD OCTOBER 1, 2025 - SEPTEMBER 30, 2026

CHEMICAL	COMPANY	BID FY 2026	COST FY 2025	BIDS RECEIVED	BIDS REQUESTED
Sulphur Dioxide	PVS DX, Inc. 1919 San Jacintoport Blvd Houston, TX. 77015	$2274.00 Per Ton	$2299.00 Per Ton	1	36
CHEMICAL	**COMPANY**	**BID FY 2026**	**COST FY 2025**	**BIDS RECEIVED**	**BIDS REQUESTED**
HTH (100# Containers)	Harcros Chemicals, Inc. 1011 Jack Wells Blvd Shreveport, LA. 71107	$3.850 Per Pound	$3.35 Per Pound	1	36
CHEMICAL	**COMPANY**	**BID FY 2026**	**COST FY 2025**	**BIDS RECEIVED**	**BIDS REQUESTED**
Caustic Soda (Bulk) Liquid Weight	Petra Chemical Company, LLC P.O. Box 24600 Houston, TX. 77229	$.1969 $.2360 $.2430 $.2525	$.2148 Per Wet Pound	4	36
CHEMICAL	**COMPANY**	**BID FY 2026**	**COST FY 2025**	**BIDS RECEIVED**	**BIDS REQUESTED**
Liquid Chlorine	PVS DX, Inc. 1919 San Jacintoport Blvd Houston, TX. 77015	$2139.00 Per Ton	$2257.00 Per Ton	1	36
CHEMICAL	**COMPANY**	**BID FY 2026**	**COST FY 2025**	**BIDS RECEIVED**	**BIDS REQUESTED**
Aluminum Sulfate	Chemtrade Chemicals US LLC 90 East Halsey Rd. Parisppany, NJ. 07054	$380.90 $390.00 $414.00 $591.25 per dry ton	$366.85 Per Dry Ton	4	36
CHEMICAL	**COMPANY**	**BID FY 2026**	**COST FY 2025**	**BIDS RECEIVED**	**BIDS REQUESTED**
Ortho-Polyphosphate Drums	Hawkins, Inc. 2381 Rosegate Roseville, MN. 55113	$.98 $1.18 Per Pound	$.96 Per Pound	2	36
CHEMICAL	**COMPANY**	**BID FY 2026**	**COST FY 2025**	**BIDS RECEIVED**	**BIDS REQUESTED**
Liquid Polymer WTP	Polydyne, Inc. 1 Chemical Plant Rd Riceboro, GA. 31323	$13.14 Per Gallon	$12.441 Per Gallon	1	36
CHEMICAL	**COMPANY**	**BID FY 2026**	**COST FY 2025**	**BIDS RECEIVED**	**BIDS REQUESTED**
Liquid Polymer WWTP	Polydyne, Inc. 1 Chemical Plant Rd Riceboro, GA. 31323	$13.158 Per Gallon	$12.47 Per Gallon	1	36

Attachment: 2025-096 RES Purchase of Chemicals signed (4538 : 2025-096 RES Purchase of Chemicals)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 6/27/2025 1:02 PM

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

Subject: Resolution No. 2025-098 approving the Texarkana Regional Airport Executive Director to sign a 3-year contract with two (2) 1-year options for janitorial services with Blackwood Janitorial Services of Texarkana, Texas, for an annual cost of $82,740.

Briefing: 7/14/2025 **Public Hearing:** **Council Vote:** 7/14/2025

Item Schedule

Updates/History of Briefing:
NOT APPLICABLE

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 3-year contract with two 1-year options for janitorial services with Blackwood Janitorial Services for an annual cost of $82,716.

Potential Options:
- Approve
- Deny

Fiscal Implications:
$0

Staff Recommendation:
Staff recommends for approval.

Advisory Board/Committee Review:
NONE

Board/Committee Recommendation:
NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:
NOT APPLICABLE

Attachments
a. 2025-098 RES AIRPORT Janitorial Services (DOCX)
b. 2025-098 ATTH 01 Board Reso. Janitorial Svcs (PDF)
c. 2025-098 ATTH 02 Janitorial Svc Contract (PDF)

d. 2025-098 ATTH 03 Janitorial Svcs Bid Sheet (PDF)
e. 2025-098 Goals & Perspectives (DOCX)
f. 2025-098 RES AIRPORT Janitorial Svc signed (PDF)

Staff Coordination

City Secretary	Jennifer Evans 06/27/2025 12:09 PM	Department Head Review	Skipped	
City Manager	David Orr	City Manager Review	Completed	07/08/2025 6:09 PM
City Council	Jennifer Evans	Meeting	Completed	07/14/2025 6:00 PM

Meeting History

RESOLUTION NO. 2025-098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE AIRPORT EXECUTIVE DIRECTOR TO SIGN A 3-YEAR CONTRACT WITH TWO 1-YEAR OPTIONS FOR JANITORIAL SERVICES WITH BLACKWOOD JANITORIAL SERVICES OF TEXARKANA, TEXAS, FOR AN ANNUAL COST OF $82,740; 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 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, the Jim E Yates Terminal building is the entryway to the Texarkana region; and

WHEREAS, the cleanliness of the terminal is a high priority for the Texarkana Regional Airport Authority and key stakeholders; and

WHEREAS, Blackwood Janitorial Services of Texarkana, Texas, provided the lowest bid to a request for bids in the amount of $82,740 a year.

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

SECTION 1: The City of Texarkana Texas Approves the Executive Director signing a 3-year agreement with two 1-year options with Blackwood Janitorial Services of Texarkana, Texas, in the amount of $82,740 a year.

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2025-098 RES AIRPORT Janitorial Services (4542 : 2025-098 RES AIRPORT Janitorial Svcs)

2025-098 ATTH 01

TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 062625C
A RESOLUTION APPROVING THE EXECUTIVE DIRECTOR TO SIGN A 3-YEAR CONTRACT WITH TWO 1-YEAR OPTIONS FOR JANITORIAL SERVICES WITH BLACKWOOD JANITORIAL SERVICES FOR AN ANNUAL COST OF $82,740

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, The Jim E Yates Terminal building is the entryway to the Texarkana Region; and,

WHEREAS, the cleanliness of the terminal is a high priority for the Texarkana Regional Airport Authority and key stakeholders; and,

WHEREAS, Blackwood Janitorial Services provided the lowest bid to a request for bids in the amount of $82,740 a year,

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

SECTION 1. The Texarkana Regional Airport Authority Approves the Executive Director signing a 3-year agreement with two 1-year options with Blackwood Janitorial Services in the amount of $82,740 a year.

Adopted this 26th day of June, 2025

ATTEST

Ferdinand P Mehrlich III, Director

SIGNED

Airport Authority Chair

Attachment: 2025-098 ATTH 01 Board Reso. Janitorial Svcs (4542 : 2025-098 RES AIRPORT Janitorial Svcs)

Blackwood Services Group
Janitorial Contract

This Janitorial Contract entered into at Texarkana, TX by and between Blackwood Services Group, hereinafter called Contractor, and TXK Regional Airport, hereinafter called Customer, is as follows:

1) **Terms of Contract:** This contract shall commence on September 2, 2025 at 12:01 am and end August 31, 2028 at 11:59 pm. This contract will renew on an automatic basis, unless a nine (90) day written notice, per contract, item #11.

2) **Location of Services:** Contractor will provide janitorial services for Customer at the following location:

See Attached Janitorial Specifications

3) **Contractor Services:** Contractor agrees to render the following janitorial services for Customer:

Seven Days per Week
See Attached Janitorial Specifications

Personnel: We will maintain a janitorial staff to accomplish our task. We will provide supervision for our staff and scheduled quality control inspections to insure your satisfaction.

3) **Access to Work Areas:** Customer will provide contractor with keys and access to all work areas.

4) **Work Area:** Contractor will provide services described in paragraph three

5) **Cleaning Supplies and Equipment Furnished by Contractor:** Contractor will provide all cleaning supplies and equipment.

6) **Proof of Insurance:** Contractor will maintain worker's compensation insurance and general liability insurance against injury and property damage. Contractor will provide Customer with Certificate of Coverage. All Certificates of Coverage shall provide for a notice of cancellation to Customer of not less than ten (10) days.

Attachment: 2025-098 ATTH 02 Janitorial Svc Contract (4542 : 2025-098 RES AIRPORT Janitorial Svcs)

7) **Supervision of Employees:** Contractor will provide supervision of employees and quality control inspections.

8) **Contractors Standards of Performance:** Contractors work shall be completed with professional workmanship according to standard industry practices Contractor will comply with all cities, state and federal laws as well as MSHA guidelines for safety and equipment.

9) **Compensation of Contractor:** Contractor will be paid the sum of **$6895.00 plus tax, if applicable, per month** for services rendered by Contractor. Payment will be made by Customer within fifteen (15) days of invoice date. Customer shall receive an invoice at the end of each month. Any alteration or deviation from the specifications herein outlined involving additional work must be in writing and executed by both the Customer and the Contractor.

10) **Status of Contractor:** It is mutually understood and agreed that the Contractor is, and at all times shall be, an independent contractor. Contractor shall perform its work free from any direction or control by Customer, but according to standard industry practices.

11) **Termination of Agreement:** Either contractor or Customer may terminate this contract by giving ninety (90) days written notice to the other party. Neither party shall be required to show any breach of this agreement in order to terminate this agreement.

12) **Governing Laws:** The substantive internal laws of the state of Texas shall govern the validity, construction, enforcement and interpretation of this agreement.

13) **Entire Agreement:** This agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, and may be amended only by an instrument in writing executed by both Contractor and Customer.

14) **Binding Effect:** This agreement shall be binding upon and inure to the benefit of both Contractor and Customer and their respective successors, heirs and assigns.

15) **Non-Waiver of Breach:** The waiver of either party hereto of a breach of any provisions of this agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

Attachment: 2025-098 ATTH 02 Janitorial Svc Contract (4542 : 2025-098 RES AIRPORT Janitorial Svcs)

16)**Severability:** If any provision of this agreement or the application thereof to any person or circumstance is held to be illegal, invalid or unenforceable for any person, such illegality, invalidity, or unenforceability shall not affect any other provision of this agreement that can be given effect in the absence of the illegal, invalid or unenforceable provision or application. To this end, all provisions of the agreement are declared to be severable.

17)**Notices:** All notices, requests, demands and other communications required or permitted hereunder, shall be in writing and shall be deemed to have been duly given when (a) physically received in hand by the party to whom directed or when (b) deposited in the US Mail when sent by certified mail, postage prepaid, to the other party at the following addresses (or at such other addresses as shall be given in writing by either party to the other).

Customer: **TXK Regional Airport**
2600 Texarkana Blvd
Texarkana, AR 71854

Contractor: **Blackwood Services Group**
430 Spruce Street
Texarkana, TX 75501

In witness whereof, Contractor and Customer signed this agreement:

TXK Regional Airport	Blackwood Services Group
Signed:_____	Signed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attachment: 2025-098 ATTH 02 Janitorial Svc Contract (4542 : 2025-098 RES AIRPORT Janitorial Svcs)

Janitorial Services RFB
Bid Sheet
6/13/2025

	Company Name	No-Lobbying	Insurance	Bid
	Walsh Services LLC	✓	✓	$21,257.53 a month
	BCC Cleaning	✓	✓	$34,000 a month
	Special Touch LLC	✓	not attached	$40,000 a month
1 ✓	Blackwood Services Group	✓	✓	$6895. a month
	Jani King	✓	✓	$21985 a month
	MG Sunshine	no Lobbying Form	not attached	$13500 a month
	Johns Contracted	✓	✓	$13912.84 a month
	JAN PRO OF ARK	✓	✓	$11,760. a month
	All Around Cleaning	✓	✓	$21,000 a month
	McCall Cleaners	✓	✓	$11,987.73 a month
2	TCI Group	✓	✓	$10,550.00 a month

Attachment: 2025-098 ATTH 03 Janitorial Svcs Bid Sheet (4542 : 2025-098 RES AIRPORT Janitorial Svcs)

Janitorial Services RFB
Bid Sheet
6/13/2025

Company Name	No-Lobbying	Insurance	Bid - Per Month -
Walsh Services LLC	✓	✓	$21,257.53
BCC Cleaning	✓	✓	$34,000
Special Touch LLC	✓	X	$40,000
Blackwood Services Group	✓	✓	$6,895
Jani King	✓	✓	$21,985
MG Sonshine Cleaning	X	X	$13,500
John's Contracted Commercial	✓	✓	$13,912.84
~~Blackwood Service Group~~	~~✓~~	~~✓~~	~~$6,895~~ (already listed above)
Jan Pro of Arkansas	✓	✓	$11,760
all Around Cleaning	✓	✓	$21,000
McCall Cleaners	✓	✓	$11,987.73
TCI Group	✓	✓	$10,550

Attachment: 2025-098 ATTH 03 Janitorial Svcs Bid Sheet (4542 : 2025-098 RES AIRPORT Janitorial Svcs)

Janitorial Services RFB
Bid Sheet
6/13/2025

Company Name	No-Lobbying	Insurance	Bid monthly
Walsh Services LLC	✓	✓	21,257.53 mo
BCC Cleaning	✓	✓	34,000.00 mo
Special Touch LLC	✓	X	40,000.00 mo
Blackwood Services Group	✓	✓	6,895.00 mo ←
Jani King	✓	✓	21,985.00 mo
MG Sunshine Cleaning	X	X	13,500.00 mo
Johns Contracted Con Cleaning	✓	✓	13,912.84 mo
Jan Pro of AR.	✓	✓	11,760.00 mo
All Around Cleaning	✓	✓	21,000.00 mo
McCall Cleaners	✓	✓	11,987.73 mo
TCI Group	✓	✓	10,550.00 mo

Attachment: 2025-098 ATTH 03 Janitorial Svcs Bid Sheet (4542 : 2025-098 RES AIRPORT Janitorial Svcs)

Janitorial Services RFB
Bid Sheet
6/13/2025

Company Name	No-Lobbying	Insurance	Bid
Walsh Services LLC	✓	✓	$21,257.53
BCC Cleaning	✓	✓	$34,000
Special Touch LLC	✓		$40,000
Blackwood Services Group	✓	✓	$6,895
Jani King	✓	✓	$21,485
MG Sunshine Cleaning			$13,500
John's Contract Com Cleaning	✓	✓	$13,912.84
Jan Pro of Arkansas	✓	✓	$11,760
All around cleaning	✓	✓	$21,000
McCall Cleaners	✓	✓	$11,987.73
TCI Group	✓	✓	$10,550

Attachment: 2025-098 ATTH 03 Janitorial Svcs Bid Sheet (4542 : 2025-098 RES AIRPORT Janitorial Svcs)

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: 2025-098 Goals & Perspectives (4542 : 2025-098 RES AIRPORT Janitorial Svcs)

RESOLUTION NO. 2025-098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE AIRPORT EXECUTIVE DIRECTOR TO SIGN A 3-YEAR CONTRACT WITH TWO 1-YEAR OPTIONS FOR JANITORIAL SERVICES WITH BLACKWOOD JANITORIAL SERVICES OF TEXARKANA, TEXAS, FOR AN ANNUAL COST OF $82,740; 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 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, the Jim E Yates Terminal building is the entryway to the Texarkana region; and

WHEREAS, the cleanliness of the terminal is a high priority for the Texarkana Regional Airport Authority and key stakeholders; and

WHEREAS, Blackwood Janitorial Services of Texarkana, Texas, provided the lowest bid to a request for bids in the amount of $82,740 a year.

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

SECTION 1: The City of Texarkana Texas Approves the Executive Director signing a 3-year agreement with two 1-year options with Blackwood Janitorial Services of Texarkana, Texas, in the amount of $82,740 a year.

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:20p.m.

Attachment: 2025-098 RES AIRPORT Janitorial Svc signed (4542 : 2025-098 RES AIRPORT Janitorial Svcs)

City of Texarkana, Texas

Version: B

Briefing Sheet

Update Date: 7/9/2025 2:38 PM

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

Subject: Resolution No. 2025-099 approving the funding arrangements of the Board of Directors of the City of Texarkana, Arkansas in its Ordinance No. 12-2025 for the "Solar Carport Airport Lease" approved by the City Council In Resolution No. 2024-027.

Briefing: 7/14/2025 **Public Hearing:** **Council Vote:** 7/14/2025

Item Schedule

Updates/History of Briefing:

By Resolution No. 2024-027, the City Council approved a "Solar Carport Airport Lease"; that is, the City Council approved a fifteen-year lease proposal by the Airport Authority for a solar parking canopy array adjacent to the Jim E. Yates Terminal with the City of Texarkana, Arkansas, as Lessor/Owner of the array, and the Authority as Lessee.

Executive Summary and Background Information:

The City Council has been requested to indicate its approval for funding arrangements between the City of Texarkana, Arkansas, and the Arkansas Energy Office. The details of the loan are set out in ATTH 01.

Potential Options:

- Approve
- Deny

Fiscal Implications:

$0

Staff Recommendation:

Staff recommends for approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2025-099 RES Airport - Ark city loan agmt solar panels (DOCX)
b. 2025-099 ATTH 01 AR Ord. Solar Panels (PDF)
c. 2025-099 Goals & Perspectives (DOCX)
d. 2025-099 RES AIRPORT Solar Panels signed (PDF)

Staff Coordination

City Secretary	Jennifer Evans 06/30/2025 12:27 PM	Department Head Review	Skipped	
City Manager	David Orr	City Manager Review	Completed	07/11/2025 3:17 PM
City Manager	David Orr	City Manager Review	Completed	07/11/2025 3:18 PM
City Council	Jennifer Evans	Meeting	Completed	07/14/2025 6:00 PM

Meeting History

Attachment: 2025-099 RES Airport - Ark city loan agmt solar panels [Revision 1] (4543 : 2025-099 RES - AIRPORT - AR ORDINANCE TO ADOPT)

RESOLUTION NO. 2025-099

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE FUNDING ARRANGEMENTS MADE BY THE BOARD OF DIRECTORS OF THE CITY OF TEXARKANA, ARKANSAS, IN ITS ORDINANCE NO. 12-2025, FOR THE "SOLAR CARPORT AIRPORT LEASE" APPROVED BY THE CITY COUNCIL IN RESOLUTION NO. 2024-027; 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

WHEREAS, the Airport Authority 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, by Resolution No. 2024-027, the City Council approved a "Solar Carport Airport Lease", with the resolution including the following recitals:

- the Airport Authority proposed a fifteen-year lease for a solar parking canopy array adjacent to the Jim E. Yates Terminal with the City of Texarkana, Arkansas, as Lessor/Owner of the array, and the Authority as Lessee;

- the Authority determined that such an array would serve to reduce operating costs of the new terminal building by generating electricity delivered into the SWEPCO grid by means of a SWEPCO-owned transformer; and KWh credits from this delivered energy would be applied to the Authority's SWEPCO bills via meter aggregation;

- the Authority was not eligible – but the City of Texarkana, Arkansas, is eligible – for a 0.4% loan through the Arkansas Energy Office for acquiring a solar array and electric meters;

- the proposed lease provides, among other things, for the Authority's payment to the City of Texarkana, Arkansas, of the AEO loan (annual payments of $101,308) and monthly utilities, for the Authority to provide insurance covering the full value of the system naming both the Cities of Texarkana, Texas, and Texarkana, Arkansas, as beneficiaries, and for the Authority to operate and maintain the system throughout the lease term;

- while not a party to the proposed lease, the City of Texarkana, Texas, was requested to provide approval of the lease consistent with the reciprocal ordinances governing the Authority enacted by both cities; and

WHEREAS, the Board of Directors of the City of Texarkana, Arkansas, by Ordinance No. 12-2025 [May 5, 2025], approved an "Equipment Loan Agreement" between the City of Texarkana, Arkansas, as Borrower, and the Arkansas Energy Office, part of the Arkansas Department of Energy & Environment, as Lender, for the funding of the "Solar Carport Airport Lease"; and

WHEREAS, the Airport Authority will be responsible for making the payments of this loan through its operating and maintenance budget; and

WHEREAS, even though the City is not a party to the loan agreement, as the City of Texarkana, Texas, is a co-owner of the Texarkana Regional Airport, the City Council has been requested to indicate its approval of the funding arrangements made by the City of Texarkana, Arkansas, with the Arkansas Energy Office for the funding of the "Solar Carport Airport Lease" approved by the City Council in Resolution No. 2024-027.

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

SECTION 1: The City of Texarkana, Texas, approves the funding arrangements made by the Board of Directors of the City of Texarkana, Arkansas, in its Ordinance No. 12-2025, for the "Solar Carport Airport Lease" approved by the City Council in Resolution No. 2024-027.

SECTION 2: Nothing in this resolution shall be construed to make the City of Texarkana, Texas, either a party to or a guarantor of the "Equipment Loan Agreement".

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2025-099 RES Airport - Ark city loan agmt solar panels [Revision 1] (4543 : 2025-099 RES - AIRPORT - AR ORDINANCE TO ADOPT)

ORDINANCE NO. 12-2025

AN ORDINANCE PROVIDING FOR THE EXECUTION AND DELIVERY OF AN EQUIPMENT LOAN AGREEMENT BETWEEN THE CITY OF TEXARKANA, ARKANSAS, THE ARKANSAS ENERGY OFFICE, AND THE ARKANSAS DEVELOPMENT FINANCE AUTHORITY; PROVIDING FOR THE PAYMENT OF LOAN PAYMENTS PURSUANT TO SUCH AGREEMENT; RATIFYING THE EXECUTION AND DELIVERY OF AN ENERGY CONTRACT, PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY

WHEREAS, the City of Texarkana, Arkansas, (the "City") has acknowledged the need for acquiring and installing certain energy equipment and other related energy facilities (the "Facilities") in various facilities owned by the City for the use and benefit of the citizens of the City; and

WHEREAS, the City is authorized and empowered under the laws of the State of Arkansas, including particularly Amendment 89 to the Constitution of the State of Arkansas and Arkansas Code Annotated Title 14, Chapter 164, Subchapter 8, as amended (the "Act"), to issue its tax-exempt loan obligations for the purpose of financing the Facilities; and

WHEREAS, in order to provide for the acquisition and installation of the Facilities, the City has negotiated the terms of a guaranteed energy savings contract in the form of a Performance Contract Agreement dated November 30, 2023, effective as of December 8, 2023, between the Texarkana Regional Airport Authority and Entegrity Energy Partners, LLC, as amended pursuant to the Performance Contract Agreement-First Amendment dated as of January 9, 2025, (as amended, the "Energy Contract") substantially in the form presented to and before this meeting; and

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WHEREAS, the Energy Contract was assigned by Texarkana Regional Airport Authority to the City pursuant to an Assignment and Assumption of Investment Grade Audit Contract and Energy Savings Performance Contract dated as of November 4, 2024; and

WHEREAS, in order to finance the acquisition and installation of the Facilities, the City intends to execute and deliver an Equipment Loan Agreement (together with the Exhibits attached thereto and made a part thereof, the "Loan Agreement") among the City, as borrower, the Arkansas Energy Office, as Lender (the "Lender"), and the Arkansas Development Finance Authority, as Servicer (the "Servicer") substantially in the form presented to and before this meeting; and

WHEREAS, the City has made the following findings of fact:

(a) all work contracted using loan funds will be performed by a qualified provider in accordance with the Act and the American Recovery and Reinvestment Act of 1009, Public Law 111-5, adopted by the 111th U.S. Congress, as amended; and

(b) the energy cost savings and operating cost savings to be realized over the term of the Energy Contract meet or exceed the costs of the energy efficiency project.

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

Section 1. Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 89 to the Constitution of the State of Arkansas and Arkansas Code Annotated Title 14, Chapter 164, Subchapter 8, as amended, the obligations to be evidenced by the Loan Agreement (the "Obligations") are hereby approved and authorized in the total principal amount of not to exceed $1,665,425, for a term not exceeding fifteen (15) years from the date of execution and delivery thereof, and bearing interest at a rate not to exceed 0.4%. The Obligations are not and shall not be general obligations of the City but shall be special obligations payable solely from revenues in the form of savings received by the City pursuant to the Energy Contract. Notwithstanding the foregoing, the City is authorized, but not required, to make payments under the Loan Agreement from any lawful revenues of the City.

Section 2. Pursuant to the provisions of Arkansas Code Annotated Sections 14-164-805 and 14-164-806, the City has solicited and evaluated the proposal of Entegrity Energy

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Partners, LLC (the "Contractor") with respect to the acquisition and installation of the Facilities, and has determined that the Energy Contract meets the requirements of Arkansas Code Annotated Section 14-164-807, and that the Energy Contract provides that if the annual energy or operating cost savings fail to meet or exceed the annual costs of the acquisition and construction of the Facilities, the Contractor shall reimburse the Borrower for any shortfall of guaranteed energy cost savings over the term of the Energy Contract. Accordingly, the acquisition and installation of the Facilities pursuant to the Energy Contract is hereby ratified, confirmed, authorized, and approved.

Section 3. That there be and is hereby authorized the execution and delivery of the Loan Agreement and the Energy Contract, and the Mayor and City Clerk are hereby authorized to execute, acknowledge and deliver the Loan Agreement and the Energy Contract for and on behalf of the City. The Loan Agreement and the Energy Contract are hereby approved substantially in the forms submitted to this meeting, and the Mayor is hereby authorized to confer with the Contractor and the Arkansas Energy Office in order to complete the Loan Agreement and the Energy Contract in substantially the forms submitted to this meeting with such changes as shall be approved by such persons executing the documents, their execution to constitute conclusive evidence of such approval.

Section 4. That the Mayor and the City Clerk, for and on behalf of the City, be, and they are hereby, authorized and directed to do any and all things necessary to affect (i) the execution and delivery of the Loan Agreement and the performance of all obligations of the City under the Loan Agreement, (ii) the execution and delivery of the Energy Contract and the performance of all obligations of the City under and pursuant to the Energy Contract, and (iii) the use of a portion of the proceeds from the Obligations to commence acquisition and installation of the Facilities and the performance of all acts of whatever nature necessary to effect and carry out the authority conferred by this ordinance. That the Mayor and the City Clerk be, and they are hereby, further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

Section 5. That the City is hereby involved with the acquiring, constructing, and equipping of industrial facilities, and pursuant to the applicable laws of the State of Arkansas, including particularly the Act, competitive bidding is waived.

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Section 6. That the City Clerk is hereby authorized and directed to file in the office of the City Clerk, as a part of the minutes of the meeting in which this ordinance is adopted, for inspection by any interested persons, a copy of the Loan Agreement, the Energy Contract, and such documents shall be on file for inspection by any interested person.

Section 7. That the provisions of this ordinance are hereby declared to be separable, and if any section, phrase, or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions.

Section 8. That all orders, ordinances, resolutions, and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. It is hereby ascertained and declared that the planning, design, acquisition, and construction of the Facilities must be accomplished as soon as possible in order to provide economic savings to the City and its inhabitants, without which the welfare thereof is jeopardized, and that the execution and delivery of the of the Loan Agreement and the taking of the other action authorized by this ordinance is necessary for the accomplishment thereof. It is, therefore, declared that an emergency exists and this ordinance, being necessary for the immediate preservation of the public peace, health, and safety, and a separate and distinct vote having been taken on this emergency clause, shall take effect and be in force from and after its passage.

PASSED AND APPROVED this 5th day of May 2025.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

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CERTIFICATE

I, Heather Soyars, City Clerk within and for the City of Texarkana, Arkansas do hereby certify that the foregoing is a true and correct copy of Ordinance No. 12-2025 of the Ordinances of the City of Texarkana, Arkansas entitled: "**AN ORDINANCE PROVIDING FOR THE EXECUTION AND DELIVERY OF AN EQUIPMENT LOAN AGREEMENT BETWEEN THE CITY OF TEXARKANA, ARKANSAS, THE ARKANSAS ENERGY OFFICE, AND THE ARKANSAS DEVELOPMENT FINANCE AUTHORITY; PROVIDING FOR THE PAYMENT OF LOAN PAYMENTS PURSUANT TO SUCH AGREEMENT; RATIFYING THE EXECUTION AND DELIVERY OF AN ENERGY CONTRACT, PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY**;" adopted by the Board of Directors of the City on May 5, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this 5th day of May 2025.

Heather Soyars, City Clerk

(SEAL)

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EQUIPMENT LOAN AGREEMENT

This Equipment Loan Agreement (the *"Agreement"*) dated as of June __, 2025, and entered into by and between the Arkansas Energy Office, part of the Arkansas Department of Energy & Environment (together with its successors, assigns and transferees, and as more particularly defined herein, *"Lender"*), the City of Texarkana, Arkansas, a municipal corporation existing under the laws of the State of Arkansas (*"Borrower"*), and the Arkansas Development Finance Authority ("*Servicer*").

WITNESSETH:

WHEREAS, Borrower desires to acquire certain Equipment described in the Equipment Schedule attached hereto as Exhibit A, from proceeds of a loan from Lender, subject to the terms and conditions of and for the purposes set forth herein; and

WHEREAS, the Equipment is part of an Energy Efficiency Project as referenced in Arkansas Const. Amend. 89 §4(a) and Ark. Code Ann. §14-164-803(4); and

WHEREAS, by authority of Ark. Const. Amend. 89 §4 and Ark. Code Ann. §14-164-801 *et. seq.*, Borrower is authorized to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acquisition Amount" means $1,665,425. The Acquisition Amount is the amount represented by Borrower to be sufficient, together with other funds of Borrower (if any) that are legally available for the purpose of acquiring and installing the Equipment.

"Acquisition Period" means the period ending June 30, 2026.

"Agreement" means this Equipment Loan Agreement, including the exhibits hereto, together with any amendments and modifications to this Agreement pursuant to Section 13.04.

"*American Recovery and Reinvestment Act," or "ARRA"* means the American Recovery and Reinvestment Act of 2009, Public Law 111-5, adopted by the 111th U.S. Congress, as amended.

"Borrower" means the entity referred to as Borrower in the first paragraph of this Agreement.

"Commencement Date" means the date on which sufficient moneys to purchase the Equipment listed in the Loan are advanced to Borrower.

"Disbursement Request" means the disbursement request to the Servicer in the form attached to this Agreement as *Exhibit D* and made a part thereof.

"*Energy Efficiency Project*" or "*EEP*" shall have the same meaning as Ark. Code Ann. § 14-164-803(4).

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"Equipment" means the equipment, fixtures and other goods and property listed in the Equipment Schedule and all replacements, repairs, restorations, modifications, and improvements thereof or thereto made pursuant to Article V or Section 8.01. Whenever reference is made in this Agreement to Equipment, such reference shall be deemed to include all such replacements, repairs, restorations, modifications, and improvements of or to such Equipment.

"Equipment Costs" means the total cost of the Equipment, including related soft costs such as freight, installation, and taxes and other capitalizable costs, and other costs incurred in connection with the acquisition, installation, and/or financing of the Equipment.

"Equipment Schedule" means the Equipment Schedule attached hereto as *Exhibit A* and made a part hereof.

"Escrow Account" means the account established and held by the Servicer pursuant to this Agreement.

"Event of Default" means an Event of Default described in Section 12.01.

"Guaranteed Energy Cost Savings Contract" or "GECSC" shall mean a contract for the implementation of one (1) or more energy efficiency projects and services provided by a qualified provider in which the energy and cost savings achieved by the installed energy efficiency project cover all energy efficiency project costs, including financing, over a specified contract term.

"Interest Rate" means the rate identified as such in the Payment Schedule attached hereto as Exhibit B.

"Lender" means the entity referred to as Lender in the first paragraph of this Agreement.

"Loan" means the loan transaction pursuant to and evidenced by this Agreement, and all other documents and certificates executed and delivered by the Borrower in connection therewith. The Loan shall constitute a "Bond," as described in Ark. Const. Amend. 89 §4 and Ark. Code Ann. §14-164-801 *et. seq*.

"Loan Payment Date" means each date on which Borrower is required to make a Loan Payment under this Agreement as specified in the Payment Schedule.

"Loan Payments" means the basic Loan Payments payable by Borrower on the Loan Payment Dates and in the amounts as specified in the Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay such principal component and interest thereon at the Interest Rate.

"Loan Term" for the Loan means the Original Term and all Renewal Terms therein provided and for this Agreement means the period from the date hereof until this Agreement is terminated.

"Material Adverse Change" means any change in Borrower's creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Borrower, or (ii) Borrower's ability to perform its obligations under this Agreement.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Borrower in effect at such Commencement Date.

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"Outstanding Balance" means the amount that is shown for each Loan Payment Date under the column titled "Outstanding Balance" on the Payment Schedule.

"Payment Schedule" means the Payment Schedule attached hereto as *Exhibit B* and made a part hereof."

"Prepayment Amount" means the amount that is shown for each Loan Payment Date under the column titled "Prepayment Amount" on the Payment Schedule.

"Principal Portion" means the amount that is shown for each Loan Payment Date under the column titled "Principal Portion" on the Payment Schedule.

"Related Documents" means this Agreement and the other documents and certificates executed in connection with this Agreement, each as may be amended and supplemented.

"Renewal Terms" means the consecutive renewal terms of this Agreement, the first of which commences immediately after the end of the Original Term and each having a duration and a term coextensive with each successive fiscal year of Borrower; *provided* that the final such Renewal Term shall commence on the first day of the last such fiscal year and end on the first business day after the last scheduled Loan Payment Date.

"*Servicer*" means the Arkansas Development Finance Authority.

"State" means the State of Arkansas.

"Energy Contract" means the Performance Contract Agreement dated November 30, 2023, effective as of December 8, 2023 between the Texarkana Regional Airport Authority and Entegrity Energy Partners, LLC ("Entegrity"), as amended pursuant to the Performance Contract Agreement-First Amendment dated as of January 9, 2025, as assigned by Texarkana Regional Airport Authority to the City pursuant to an Assignment and Assumption of Investment Grade Audit Contract and Energy Savings Performance Contract dated as of November 4, 2024, and all supplements, amendments and modifications thereto entered into pursuant to the terms thereof and hereof. The Energy Contract shall constitute a GECSC as defined herein, and shall comply with the provisions of Ark. Code Ann. Section 14-164-807, as amended.

"Vendor" means the manufacturer, installer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer, installer, or supplier with whom Borrower arranged Borrower's acquisition, installation, maintenance, and/or servicing of the Equipment, and includes without limitation, Entegrity.

"*Vendor Agreement*" means any contract entered into by Borrower and any Vendor for the acquisition, installation, maintenance, and/or servicing of the Equipment, and includes without limitation, the Energy Contract.

ARTICLE II

Section 2.01. Representations and Covenants of Borrower. Borrower represents, covenants, and warrants for the benefit of Lender on the date hereof as follows:

(a) Borrower is a municipal corporation, duly organized and existing under the laws of the State and a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue

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Code of 1986, as amended, duly organized and existing under the constitution and laws of the State, with full power and authority to enter into this Agreement and the Related Documents and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Borrower has duly authorized the execution and delivery of this Agreement and the Related Documents by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Related Documents.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Borrower will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a municipal corporation of the State.

(e) Borrower has complied with such procurement and public bidding requirements as may be applicable to the Related Documents and the acquisition and installation by Borrower of the Equipment.

(f) During the Loan Term, the Equipment will be used by Borrower only for the purpose of performing essential governmental or proprietary functions of Borrower consistent with the permissible scope of Borrower's authority. Borrower does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Loan Payment (including all Renewal Terms) scheduled to be paid hereunder. Borrower shall not dispose of the Equipment without the express, written consent of Lender.

(g) Borrower has kept, and throughout the Loan Term shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lender (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within two hundred seventy (270) days after the end of its fiscal year, (ii) such other financial statements and information as Lender may reasonably request, and (iii) upon Lender's request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved but not later than thirty (30) days prior to the end of its current fiscal year. The financial statements described in this subsection (g)(i) shall be accompanied by an unqualified opinion of Borrower's independent auditor. Credit information relating to Borrower may be disseminated among Lender and any of its affiliates and any of their respective successors and assigns.

(h) Borrower has an immediate need for the Equipment and expects to make immediate use of the Equipment. Borrower's need for the Equipment is not temporary and Borrower does not expect the need for any item of the Equipment to diminish during the Loan Term.

(i) The payment of the Loan Payments or any portion thereof is not (under the terms of this Agreement or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Borrower) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount will be used, directly or indirectly, to make or finance loans to any

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person other than Borrower. Borrower has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Borrower's financial condition or impairs its ability to perform its obligations under the Related Documents. Borrower will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lender may reasonably request in order to protect Lender's first priority security interest in the Equipment and the Escrow Account and Lender's rights and benefits under the Related Documents.

(k) Borrower represents and warrants to Lender that its execution and delivery of the Energy Contract and this Agreement is authorized pursuant to Ark. Code Ann. §14-164-801 *et. seq*. as amended (the "Local Government Energy Efficiency Project Bond Act" or "Bond Act"). Borrower represents and covenants that it has complied (and will comply throughout the Loan Term) with all the requirements of the Bond Act as applicable to the Energy Contract (any other Vendor Agreement) in connection with this Agreement and the Equipment. Entegrity is a "qualified provider" for purposes of the Bond Act and to the best of Borrower's knowledge, Entegrity has also complied with all the requirements of the Bond Act as applicable to the Energy Contract, this Agreement, and the Equipment.

(l) Borrower represents that the funds from this Agreement shall be used to fund an Energy Efficiency Project as defined under the Bond Act.

(m) Borrower represents that the Energy Contract is with a qualified provider within the meaning of the Bond Act. Borrower further represents that an appropriate review of the bids submitted in the solicitation of the Energy Contract was conducted in accordance with the requirements of the Bond Act.

Section 2.02. Representations and Covenants of Lender. Lender represents, covenants, and warrants for the benefit of Borrower on the date hereof as follows:

(a) Lender is an agency of the State of Arkansas, organized and existing under the laws of the State, with full power and authority to enter into this Agreement and the Related Documents and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lender acknowledges that it has reviewed the Energy Contract and determined that (i) the Energy Contract is with a qualified provider within the meaning of the Bond Act, and (ii) the Energy Contract constitutes a GECSC as defined herein.

ARTICLE III

Section 3.01. Loan. Subject to the terms of this Agreement, Lender agrees to provide the funds specified in the Payment Schedule to be provided by it to acquire the Equipment, up to an amount equal to the Acquisition Amount. The Loan Term for the Loan may be continued, solely at the option of Borrower, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Loan Term set forth in the Loan. At the end of the Original Term and at the end of each Renewal Term until the maximum Loan Term has been completed, Borrower shall be deemed to have exercised its option to continue the Loan for the next Renewal Term unless Borrower shall have terminated the Loan pursuant to Section 8.02 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Loan Payments shall be as provided in the Loan.

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Section 3.02. Continuation of Loan Term. Borrower intends, subject to Section 3.03 hereof, to continue the Loan Term through the Original Term and all scheduled Renewal Terms and to pay the Loan Payments due hereunder. Borrower affirms that sufficient funds are legally available to pay all Loan Payments when due during the current fiscal year, and Borrower reasonably believes that an amount sufficient to make all Loan Payments during the entire Loan Term can be obtained from legally available funds of Borrower. Borrower further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Loan Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Loan Term for any Renewal Term is within the sole discretion of the governing body of Borrower. Borrower hereby pledges both the savings resulting from the Energy Contract, and any payments that may be received thereunder resulting from the failure to meet projected savings under the Energy Contract, to repay the indebtedness herein.

Section 3.03. Non-appropriation. Borrower is obligated only to pay such Loan Payments as may lawfully be made during Borrower's then current fiscal year from funds budgeted and appropriated for that purpose. Should Borrower fail to budget, appropriate or otherwise make available funds to pay Loan Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Borrower agrees to deliver notice to Lender of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section 3.03, Borrower agrees to cease use of the Equipment and peaceably remove and deliver to Lender, at Borrower's sole expense (from legally available funds), the Equipment to Lender at the location(s) to be specified by Lender.

Section 3.04. Conditions to Lender's Performance; Conditions to Conversion.

(a) As a prerequisite to the performance by Lender of any of its obligations under this Agreement, Borrower shall deliver to Lender, in form and substance satisfactory to Lender, the following:

(i) A certified copy of a resolution, ordinance, or other official action of Borrower's governing body, in the form and content satisfactory to Lender and Lender Counsel, authorizing the execution and delivery of this Agreement and performance by Borrower of its obligations under this Agreement. Such ordinance shall contain:

a) The principal amount of the Loan;

b) The purpose or purposes for which the Loan is to be made;

c) A statement that the Loan is subject to the terms and conditions of the American Recovery and Reinvestment Act (Pub. Law No. 111-5);

d) Finding of fact that all work contracted using Loan funds will be performed by a qualified provider in accordance with the Bond Act;

e) Finding of fact that the energy cost savings and operating cost savings to be realized over the term of the guaranteed energy cost savings contract meet or exceed the costs of the energy efficiency project; and

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f) A requirement that if the annual energy or operating cost savings fail to meet or exceed the annual costs of the energy efficiency project as required by the guaranteed energy cost savings contract, the qualified provider shall reimburse the Borrower for any shortfall of guaranteed energy cost savings over the term of the Energy Contract;

(ii) A Certificate completed and executed by the Clerk or Secretary or other comparable officer of Borrower, substantially in the form attached hereto as *Exhibit C*, completed to the satisfaction of Lender;

(iii) An opinion of counsel satisfactory to Lender;

(iv) Evidence of insurance as required by Section 7.02 hereof;

(v) All documents, including financing statements, affidavits, notices and similar instruments which Lender deems necessary or appropriate at that time pursuant to Section 6.02 hereof; provided that, at Lender's sole discretion, fixture filings for financing statements may be provided after the Commencement Date, provided however, that no "Disbursement Request" shall be authorized by Servicer until fixture filings for financing statements satisfying the conditions set forth in Section 6.02 have been prepared and filed to Lender's satisfaction with respect to the Equipment;

(vi) A waiver or waivers of interest in the Equipment from any mortgagee or any other party having an interest in the real estate on which the Equipment will be located and/or landlord of the real estate on which the Equipment will be located;

(vii) Evidence that Borrower and Entegrity have complied with the requirements of the Bond Act required to be complied with prior to or on the Commencement Date with respect to the Energy Contract, this Agreement, and the Equipment;

(viii) Copies of invoices (and proofs of payment of such invoices, if Borrower seeks reimbursement) and bills of sale (if title to Equipment has passed to Borrower), to the extent required by Section 5.01(b) hereof;

(ix) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor;

(x) Such other items reasonably required by Lender or Servicer.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the performance by Lender of any of its obligations under the Related Documents shall be subject to: (i) no Material Adverse Change having occurred since the date of this Agreement, and (ii) no Event of Default having occurred and then be continuing.

(c) Subject to satisfaction of the foregoing, Lender will deposit the Acquisition Amount with the Servicer to be held and disbursed pursuant to this Agreement.

ARTICLE IV

Section 4.01. Loan Payments. Subject to Section 3.03 of this Agreement, Borrower shall promptly pay Loan Payments, in lawful money of the United States of America, to Servicer for the Account of

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Lender on the Loan Payment Dates and in such amounts as provided in the Payment Schedule. If any Loan Payment or other amount payable hereunder is not paid within ten (10) days of its due date, Borrower shall pay an administrative late charge of five percent (5%) of the amount not timely paid or the maximum amount permitted by law, whichever is less. Borrower shall not permit the Federal Government to guarantee any Loan Payments under this Agreement. Loan Payments consist of principal and interest components as more fully detailed on the Payment Schedule, the interest on which begins to accrue as of the Commencement Date.

Section 4.02. Interest and Principal Components. A portion of each Loan Payment is paid as, and represents payment of, interest, and the balance of each Loan Payment is paid as, and represents payment of, principal as more fully detailed on the Payment Schedule.

Commencing on the Commencement Date, Loan Payments shall initially be payable based on the Interest Rate as more fully detailed on the Payment Schedule.

Section 4.03. Loan Payments to Constitute a Current Expense of Borrower. Lender and Borrower understand and intend that the obligation of Borrower to pay Loan Payments shall constitute a current expense of Borrower payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Borrower in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Borrower, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of Borrower.

Section 4.04. Loan Payments to be Unconditional. Except as provided in Section 3.03 of this Agreement, the obligations of Borrower to make Loan Payments and to perform and observe the other covenants and agreements contained in this Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, disputes with the Lender or the Vendor of any Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances, or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations for whatever reason, including bankruptcy, insolvency, reorganization or any similar event with respect to any Vendor.

ARTICLE V

Section 5.01. Acquisition, Delivery, Installation and Acceptance of Equipment.

(a) Borrower shall order the Equipment to be acquired and financed hereunder, cause the Equipment to be delivered and installed at the location specified in this Agreement and pay any and all delivery and installation costs and other Equipment Costs in connection herewith. Borrower shall execute and deliver Disbursement Requests to the Servicer for the purpose of effecting disbursements to pay (or reimburse) Equipment Costs for the Equipment so acquired and installed pursuant to this Agreement. When the Equipment listed in this Agreement has been delivered and installed, Borrower shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lender and Servicer a Final Acceptance Certificate in the form attached hereto as *Exhibit E*.

(b) Borrower shall deliver to Servicer together with each Disbursement Request invoices (and proof of payment of such invoices if Borrower seeks reimbursement for prior expenditures) and bills of sale or other evidence of title transfer to Borrower relating to each item of Equipment accepted by Borrower as evidenced by such Disbursement Request. Once approved, Servicer shall disburse funds to the appropriate Vendor.

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Section 5.02. Quiet Enjoyment of Equipment. So long as no Event of Default exists under this Agreement, neither Lender nor any entity claiming by, through or under Lender, shall interfere with Borrower's quiet use and enjoyment of the Equipment during the Loan Term.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved or relocated from the location specified for it in this Agreement without Lender's prior written consent, which consent shall not be unreasonably withheld. Lender shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Borrower shall not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated, or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Borrower shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Borrower agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body, including, without limitation, all anti-money laundering laws and regulations; *provided* that Borrower may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lender, adversely affect the interest of Lender in and to the Equipment or its interest or rights under this Agreement.

Borrower agrees that it shall (a) maintain, preserve, and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer; (b) proceed promptly, at its expense, to protect its rights and exercise its remedies under any warranty then in effect with respect to the Equipment; and (c) replace or rebuild any component of the Equipment that becomes permanently unfit for normal use or inoperable during the Loan Term (herein, the "*Inoperable Component*") in order to keep the Equipment as a whole in good repair and working order during the Loan Term. Borrower shall promptly notify Lender in writing when any component of the Equipment is reasonably expected within forty-five (45) days to become an Inoperable Component. Borrower shall promptly replace or rebuild the Inoperable Component with a similar component of comparable or improved make and model that has at least the equivalent value and utility of the applicable Inoperable Component, a remaining useful life of no less than the remaining Loan Term and such replacement or rebuilt component shall be in good operating condition. Lender shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Borrower agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance.

Borrower shall not alter any item of Equipment or install any accessory, equipment, or device on an item of Equipment if that would impair any applicable warranty, the originally intended function, or the value of that Equipment. All repairs, parts, accessories, equipment, and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lender.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Loan Term, so long as Borrower is not in default under Article XII hereof, all right, title and interest in and to each item of the Equipment shall be vested in Borrower immediately upon its acceptance of each item of Equipment, subject to the terms and conditions hereof. Borrower shall at all times protect and defend, at its own cost and expense, its title, and Lender's first priority security interest, in and to the Equipment (and Lender's other Collateral as defined in Section 6.02 hereof) from and against all claims, liens and legal processes of its creditors, and keep all Equipment

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(and such other Collateral) free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default or upon termination of this Agreement pursuant to Section 3.03 hereof, Borrower shall execute and deliver to Lender such documents as Lender may request to evidence the passage of legal title to Lender and the termination of Borrower's interest therein, and upon request by Lender shall deliver possession of the Equipment to Lender in accordance with Section 3.03 or 12.02 of this Agreement, as applicable. Upon payment of all amounts due and owing hereunder by Borrower in accordance with Section 10.01 hereof, Lender's security interest or other interest in the Equipment shall terminate, and Lender shall execute and deliver to Borrower such documents as Borrower may request to evidence the termination of Lender's security interest in the Equipment.

Section 6.02. Security Interest. As security for the payment and performance of all of Borrower's obligations hereunder, Borrower hereby grants to Lender a first priority security interest constituting a first lien on (a) the Equipment, (b) moneys and investments held from time to time in the Escrow Account and (c) any and all proceeds of all of the foregoing, including, without limitation, insurance proceeds (collectively, the *"Collateral"*). Borrower authorizes Lender to file (and Borrower agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lender, which Lender deems necessary or appropriate to establish and maintain Lender's security interest in the Collateral, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the Uniform Commercial Code in effect in the State and treating such Article 9 as applicable to entities such as Borrower.

Section 6.03. Personal Property, No Encumbrances. Borrower agrees that the Equipment is deemed to be and will remain personal property, and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Borrower shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lender; provided, that if Lender or its assigns is furnished with a waiver of interest in the Equipment acceptable to Lender or its assigns in their respective discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Borrower shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Borrower and that the Equipment will therefore be exempt from all property taxes. If the sale, purchase, operation, use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Borrower shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Borrower shall pay all utility and other charges incurred in the operation, use and maintenance of the Equipment. Borrower shall pay such taxes, assessments or charges as the same may become due; *provided* that, with respect to any such taxes, assessments or charges that may lawfully be paid in installments over a period of years, Borrower shall be obligated to pay only such installments as accrue during the Loan Term. Lender will not claim ownership of the Equipment under this Agreement for the purposes of any tax credits, benefits or deductions with respect to such Equipment.

Section 7.02. Insurance. At its own expense Borrower shall cause property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lender that adequate self-insurance

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is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as hereinafter defined) of such Equipment. All insurance proceeds shall be payable as hereinafter provided in this Agreement. Borrower shall furnish to Lender certificates evidencing such coverage throughout the Loan Term for the Loan. Alternatively, Borrower may insure the Equipment under the Loan under a blanket insurance policy or policies, which cover not only the Equipment but also other properties. If Borrower shall insure similar properties by self-insurance, Borrower, will insure the Equipment in respect of the Loan by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment in respect of the Loan, but in no event less than the Prepayment Amount.

Any insurance policy pursuant to this Section shall be so written or endorsed as to make losses, if any, payable to Borrower and Lender as their respective interests may appear, and shall designate Lender as a loss payee or additional insured, as appropriate. The net proceeds of such insurance shall be applied as provided in Article VIII hereof. Each insurance policy provided for in this Section shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lender without first giving written notice thereof to Lender at least ten (10) days in advance of such cancellation.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Borrower hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment shall relieve Borrower of the obligation to make the Loan Payments or to perform any other obligation under this Agreement. Whether or not covered by insurance or self-insurance, Borrower hereby agrees to reimburse Lender (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lender, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into this Agreement or any of the transactions contemplated hereby, (b) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Borrower under or in connection with this Agreement or any material misrepresentation provided by Borrower under or in connection with this Agreement. The provisions of this Section 7.03 shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Loan Term for any reason.

Section 7.04. Advances. In the event Borrower shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02 hereof, Lender may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lender shall be added to the Principal Portion of the Loan and Borrower covenants and agrees to pay such amounts so advanced by Lender with interest thereon from the due date until paid at a rate equal to the Interest Rate *plus* five percent (5%) per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If, prior to the termination of the Loan Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken

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under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Borrower and Lender will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Borrower or (ii) Borrower shall exercise its option to prepay the obligations hereunder in accordance with Section 10.01(a)(ii) hereof.

If Borrower elects to replace any item of the Equipment (the *"Replaced Equipment"*) pursuant to this Section 8.01, the replacement equipment (the *"Replacement Equipment"*) shall be new or of a quality, type, utility and condition at least as good as the Replaced Equipment, shall be of equal or greater value than the Replaced Equipment and shall provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation. Borrower shall grant to Lender a first priority security interest in any such Replacement Equipment. Borrower shall represent, warrant and covenant to Lender that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lender, and shall provide to Lender any and all documents as Lender may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lender evidencing Lender's security interest in the Replacement Equipment. Lender and Borrower hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement. Borrower shall complete the documentation of Replacement Equipment on or before the next Loan Payment Date after the occurrence of a casualty event, or be required to exercise its option to prepay the obligations hereunder with respect to the damaged Equipment in accordance with Section 10.01(a)(ii) hereof.

For purposes of this Article VIII, the term *"Net Proceeds"* shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Borrower shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lender the amount of the then applicable Prepayment Amount *plus* all other amounts then owing hereunder, and, upon such payment, the Loan Term shall terminate and Lender's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds remaining, if any, after completing such repair, restoration, modification, or improvement or after paying such Prepayment Amount *plus* all other amounts then owing hereunder shall be retained by Borrower. If Borrower shall make any payments pursuant to this Section 8.02, Borrower shall not be entitled to any reimbursement therefor from Lender nor shall Borrower be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lender makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lender, Borrower's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lender be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Equipment or the existence, furnishing, functioning or Borrower's use of any item, product or service provided for in this Agreement.

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Section 9.02. Vendor Agreements; Warranties. Borrower covenants that it shall not in any material respect amend, modify, rescind or alter any Vendor Agreement without the prior written consent of Lender. Borrower's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendor of the Equipment, and not against Lender. Any such matter shall not have any effect whatsoever on the rights and obligations of Lender under this Agreement, including the right to receive full and timely Loan Payments and other payments hereunder. Borrower expressly acknowledges that Lender makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to any of the Equipment.

ARTICLE X

Section 10.01. Prepayment; Payment in Full.

(a) *Prepayment*. Borrower shall have the option to prepay or satisfy all, but not less than all, of its obligations hereunder, at the following times and upon the following terms:

(i) *Optional Prepayment.* From and after the date specified (if any) in the Payment Schedule (the "*Prepayment Option Commencement Date*"), on the Loan Payment Dates specified in the Payment Schedule, upon not less than thirty (30) days prior written notice, and upon payment in full of the sum of all Loan Payments then due *plus* the then applicable Prepayment Amount, which shall include a prepayment premium, if any, on the unpaid Outstanding Balance as set forth in the Payment Schedule *plus* all other amounts then owing hereunder; or

(ii) *Casualty or Condemnation Prepayment.* In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day specified in Borrower's notice to Lender of its exercise of the prepayment option (which shall be the earlier of the next Loan Payment Date or sixty (60) days after the casualty event) upon payment in full to Lender of (A) in the event such prepayment occurs on a Loan Payment Date, the sum of (i) all Loan Payments then due *plus* (ii) the then applicable Prepayment Amount *plus* (iii) all other amounts then owing hereunder OR, (B) in the event such prepayment occurs on a date other than a Loan Payment Date, the sum of (i) the applicable Prepayment Amount shown on the Payment Schedule for the Loan Payment Date immediately preceding the applicable date of such prepayment (or if the date of such prepayment occurs prior to the first Loan Payment Date, the earliest Prepayment Amount shown on the Payment Schedule) *plus* (ii) accrued interest at the Interest Rate on the Outstanding Balance as of the Loan Payment Date immediately preceding the applicable date of such prepayment from such Loan Payment Date (or if the date of such prepayment occurs prior to the first Loan Payment Date, the Commencement Date) to the date of such prepayment *plus* (iii) all other amounts then owing hereunder.

(b) *Payment in Full.* Upon the expiration of the Loan Term, upon payment in full of all Loan Payments then due and all other amounts then owing hereunder to Lender.

(c) Lender's security interests in and to the Equipment will be terminated and Borrower will own such Equipment free and clear of Lender's security interest in such Equipment after either (i) payment of the applicable Prepayment Amount and all other amounts then owing hereunder in accordance with either Section 10.01(a)(i) or Section 10.01(a)(ii) of this Agreement or (ii) upon the expiration of the Loan Term and payment in full of all Loan Payments then due and all other amounts then owing hereunder in accordance with Section 10.01(b) of this Agreement.

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ARTICLE XI

Section 11.01. Assignment by Lender. Lender's right, title and interest in and to this Agreement, the Loan Payments and any other amounts payable by Borrower hereunder, its security interest in the Collateral (collectively, the *"Assigned Rights"*), may be assigned and reassigned by Lender at any time, in whole or in part, to one or more assignees or sub-assignees without the necessity of obtaining the consent of Borrower; Lender and Borrower hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and sub-assignees of any of the Assigned Rights (or any interest therein).

Section 11.02. Assignment and Subleasing by Borrower. None of Borrower's right, title, and interest in, to and under this Agreement or any portion of the Equipment or the Escrow Account or the other Collateral may be assigned, encumbered or subleased by Borrower for any reason, and any purported assignment, encumbrance or sublease without Lender's prior written consent shall be null and void.

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an *"Event of Default"* under this Agreement:

(a) Failure by Borrower to (i) pay any Loan Payment or other payment required to be paid under this Agreement within ten (10) days of the date when due as specified herein, (ii) maintain insurance as required herein, or (iii) observe and perform any covenant, condition or agreement on its part to be observed or performed under Section 6.01 or 6.02 hereof;

(b) Failure by Borrower to observe and perform any covenant, condition or agreement contained in this Agreement on its part to be observed or performed, other than as referred to in subsection (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Borrower by Lender, unless Lender shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lender will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Borrower within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Borrower in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease or loan financing of property or otherwise receiving credit under which Borrower is an obligor, if such default (i) arises under any other agreement for borrowing money, lease or loan financing of property or provision of credit provided by Lender or any affiliate of Lender, or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of $100,000.00;

(e) Borrower shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Borrower, or of all or a substantial part of the assets of Borrower, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable Federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer

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admitting the material allegations of a petition filed against Borrower in any bankruptcy, reorganization, moratorium or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Borrower or of all or a substantial part of the assets of Borrower, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lender shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Borrower, Lender may declare all Loan Payments payable by Borrower and other amounts payable by Borrower hereunder to the end of the then current Original Term or Renewal Term to be immediately due and payable;

(b) With or without terminating the Loan Term, Lender may enter the premises where the Equipment is located and retake possession of such Equipment or require Borrower at Borrower's expense to promptly return any or all of such Equipment to the possession of Lender at such place within the United States as Lender shall specify, and sell or lease such Equipment or, for the account of Borrower, sublease such Equipment, continuing to hold Borrower liable, but solely from legally available funds, for the difference between (i) the Loan Payments payable by Borrower and other amounts hereunder that are payable by Borrower to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lender in exercising its remedies hereunder, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03 of this Agreement. The exercise of any such remedies respecting any such Event of Default shall not relieve Borrower of any other liabilities hereunder or with respect to the Equipment.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lender is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lender to exercise any remedy reserved to it in this Article XII it shall not be necessary to give any notice other than such notice as may be required in this Article XII.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Borrower.

Section 13.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lender and Borrower and their respective successors and assigns.

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Section 13.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement may only be amended by Lender and Borrower in writing.

Section 13.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided,* that only Counterpart No. 1 of this Agreement shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

Section 13.06. Applicable Law; Venue; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. The parties hereto consent and submit to the jurisdiction of the State and venue in the Circuit Court of Pulaski County, Arkansas for any suit, action or other proceeding arising in connection with this Agreement, and each party expressly waives any objections that it may have to the venue of such courts. The parties hereto expressly waive any right to trial by jury in any action brought on or with respect to this Agreement.

Section 13.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated by this Agreement (including in connection with any amendment, waiver or other modification hereof or of any other related document), the Borrower acknowledges and agrees that: (a) (i) the transactions regarding this Agreement provided by the Lender and any affiliate thereof are arm's-length commercial transactions between the Borrower, on the one hand, and the Lender and its affiliates, on the other hand, (ii) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and by the other related documents; (b) (i) the Lender and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Borrower, or any other person and (ii) neither the Lender nor any of its affiliates has any obligation to the Borrower with respect to the transactions contemplated by this Agreement except those obligations expressly set forth herein and in the other related documents; and (c) the Lender and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, and neither the Lender nor any of its affiliates has any obligation to disclose any of such interests to the Borrower. To the fullest extent permitted by law, the Borrower, hereby waives and releases any claims that it may have against the Lender or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement.

Section 13.09. Entire Agreement. The parties agree that this Agreement constitutes the final and entire agreement between the parties superseding all conflicting terms or provisions of any prior proposals, term sheets, solicitation documents, requests for proposals, award notices, approval letters or any other agreements or understandings between the parties.

Section 13.10. Compliance. Borrower shall comply with current local, state, and federal construction and environmental codes, rules, and regulations in accordance with the Bond Act.

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ARTICLE XIV

Section 14.01. American Recovery and Reinvestment Act (ARRA). All or a portion of the Loan will be from ARRA sources. Borrower agrees and understands that Borrower is subject to all conditions of ARRA and relevant federal law. The Energy Contract is also subject to all conditions of ARRA. Any violation of ARRA and the specific terms, governing terms, and specified terms concerning ARRA herein shall be a material breach of this Agreement. This includes reporting requirements. Any violation of ARRA by Borrower, Vendor or its subcontractors may result in the withholding or suspension, in whole or in part, funds awarded under this agreement, and/or recovery of misspent funds following an audit. This provision is in addition to all other remedies for recovery of misspent funds available to Lender under all applicable state and federal laws. Capitalized terms used in this Article, but not defined herein, shall have the meanings ascribed to such terms in ARRA.

Section 14.02. ARRA Signage. The EEP shall, throughout the construction phase, display signage that features the primary ARRA emblem. The signage should be displayed in a prominent location on site. Some exclusions may apply. The emblem should not be displayed at a size less than 6 inches in diameter.

Section 14.03. Reserved.

Section 14.04. Buy American. Borrower shall ensure that the EEP complies with the Buy American provisions of section 1605 of ARRA. Section 1605 of ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects be produced in the United States. Borrower shall require its EEP contractor and any subcontractors to agree to abide by Section 1605. Borrower shall secure from its EEP contractor documentation that purchases meet the requirements of Section 1605, and shall maintain records of such purchases for inspections by authorized agents of the State of Arkansas and federal agencies. Written exceptions to this requirement are limited and must be obtained from Lender.

Section 14.05. Prevailing Wage Requirement. Borrower shall ensure that the EEP funded with the Loan proceeds comply with the prevailing wage requirements of section 1606 of ARRA which includes, by reference, 29 C.F.R. 5.5 and its incorporated federal regulations. Borrower shall ensure that the Energy Contract and Vendor Agreements contain all applicable provisions of section 1606 and that Vendor and each contractor complies with the same.

Section 14.06. Whistleblower Protection. Borrower shall ensure that insofar as its activities and the activities of Vendor relate to the project involve ARRA funds, that Borrower and Vendor and their subcontractors shall comply with Section 1553 of ARRA. Section 1553 of ARRA provides protection to State, Federal and contract employees. Specifically, the Recovery Act provides that an employee of any non-Federal employer receiving ARRA funds, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of: 1) Gross mismanagement of an agency contract or grant relating to covered funds; 2) A gross waste of covered funds 3) A substantial and specific danger to public health or safety related to the implementation or use of covered funds; 4) An abuse of authority related to the implementation or use of covered funds; or 5) A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds. Borrower, Vendor, and their subcontractors who

Attachment: 2025-099 ATTH 01 AR Ord. Solar Panels (4543 : 2025-099 RES - AIRPORT - AR ORDINANCE TO ADOPT)

receive ARRA funds shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

Section 14.07. Compliance with Anti-discrimination laws. Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, Recovery Act funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds. Borrower shall comply with these laws, rules and regulations and shall ensure that all contracts including the Energy Contract and any Vendor Agreement utilizing Loan funds contain provisions mandating compliance.

Section 14.08. Inspection of Records and Record Retention. Borrower, Vendor and their subcontractors shall maintain records of Loan fund expenditures and all other required records for a period of three (3) years after the completion of the EEP. These records may be examined at any time by Lender, its auditors and the federal government's auditors. The U.S. Comptroller General and his representatives, in accordance with ARRA section 902, shall have the authority to: (1) examine any records of Borrower, its contractors, or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract (including but not limited to the Energy Contract and any other Vendor Agreement); and (2) interview any officer or employee of borrower, its contractors or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions. Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General. Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working under ARRA-funded activities. Borrower is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of Borrower's contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General

Section 14.09. Use of ARRA Funds for Travel. Lender, Vendor and their subcontractors are specifically prohibited from using ARRA funds for travel outside the service area or county in which the project is located. The exceptions are for travel specifically mandated by ARRA or approved by the senior management of the State Energy Office.

Section 14.10. Certification of Prudent Spending. Borrower hereby certifies that, in accordance with ARRA Section 1604, no loan funds will be used on a casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

Section 14.11. Flow Down to Contractors and Subcontractors. Borrower shall mandate that all contracts that utilize Loan funds contain provisions requiring compliance with ARRA in a manner similar to this agreement.

Section 14.12. Compliance. Borrower, Vendor, contractors, and subcontractors shall comply with all relevant ARRA provisions as provided by federal law and any and all applicable Department of Energy guidance, terms and conditions as defined in federal regulations and policy.

Attachment: 2025-099 ATTH 01 AR Ord. Solar Panels (4543 : 2025-099 RES - AIRPORT - AR ORDINANCE TO ADOPT)

ARTICLE XV

Section 15.01. State Energy Program (SEP). All or a portion of the loan funds may be from SEP sources which may or may not include ARRA funds. Borrower agrees and understands that Borrower is subject to all terms and conditions of SEP and relevant federal law.

Section 15.02. ARRA Related Requirements. Whenever ARRA funds are used in entirety or in part, these funds maintain their federal character and requirements flow down to any program that uses any of these funds. Thus, Borrower, Vendor, contractor, and subcontractor must comply with all applicable requirements in Article XIV when SEP funds include ARRA funds.

Section 15.03. Administrative Requirements. SEP funding sources may or may not include ARRA funds and when ARRA funds are not included Borrower, Vendor, contractor, and subcontractor shall comply with all applicable requirements. Administrative requirements are provided in 2 CFR Part 200, as amended by 2 CFR Part 910 and 10 CFR Part 420. The requirements include but are not limited to the following:

a. Borrower shall have a unique entity identifier as provided by 2 C.F.R. Part 25, Subpart C.

b. Borrower shall comply with all applicable reporting requirements for subawards and executive compensation as provided in 2 C.F.R. Part 170 and monitoring and reporting program performance as required by 2 C.F.R. Part 200.239.

Section 15.04. National Policy Requirements. Borrower, contractor, and subcontractor shall comply with all applicable national policy assurances as provided by DOE's Office of Management.

Section 15.05. National Environmental Policy Act (NEPA). Borrower, Vendor, contractor, and subcontractor shall ensure that a NEPA review and determination has been made for project before any activity is undertaken. If special conditions are placed on project as a result of a NEPA review, these special requirements must be included in Borrower's contractor agreements.

Section 15.06. National Historic Preservation Act (NHPA)- Section 106. Borrower shall ensure that the EEP funded by the Loan proceeds undergoes a review for compliance with NHPA. If any special conditions are placed on the project as a result of the NHPA review, these special requirements must be included in Borrower's contracts and Vendor Agreements.

Section 15.07. Historically Underutilized Businesses. Borrower shall ask questions in bid documents or requests for proposals to identify historically underutilized businesses.

Section 15.08. Federal Funding Accountability and Transparency Act (FFATA). Unless an exception applies, the funds used to fund this loan may be subject to FFATA.

Section 15.09. Applicable Contract Provisions. Pursuant to 10 C.F.R. Part 600, this agreement incorporates by reference the applicable provisions of 10 C.F.R. 600.236(i) for State or Local Government, and if applicable, 10 C.F.R. 600.148 and 10 C.F.R. 600.331(c).

[*Signature Page Follows*]

Attachment: 2025-099 ATTH 01 AR Ord. Solar Panels (4543 : 2025-099 RES - AIRPORT - AR ORDINANCE TO ADOPT)

IN WITNESS WHEREOF, Lender and Borrower have caused this Equipment Loan Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LENDER:
Arkansas Energy Office

5301 Northshore Drive
North Little Rock, Arkansas 72218-5317
Attention: Jason Willey
Tel. No.: (501) 682-0962

By: _____
Name: Mitchell Simpson
Title: Director

BORROWER:
The City of Texarkana, Arkansas

216 Walnut Street
Texarkana, Arkansas 71854
Attention: Mayor
Tel. No.: (870) 779-4991

By: _____
Name: Allen Brown
Title: Mayor

ATTEST:

By: _____
Heather Soyars, City Clerk

SERVICER:
Arkansas Development Finance Authority

One Commerce Way, Suite 602
Little Rock, Arkansas 72202
Attention: Charles Cathey
Tel. No.: (501) 682-5906

By: _____
Name: _____
Title: _____

List of Exhibits

Exhibit A	Equipment Schedule
Exhibit B	Payment Schedule
Exhibit C	Form of Incumbency and Authorization Certificate
Exhibit D	Form of Disbursement Request
Exhibit E	Form of Final Acceptance Certificate

Attachment: 2025-099 ATTH 01 AR Ord. Solar Panels (4543 : 2025-099 RES - AIRPORT - AR ORDINANCE TO ADOPT)

EXHIBIT A

EQUIPMENT SCHEDULE

Location of Equipment: See Attached

Equipment Description (Scope of Work): See Attached

Attachment: 2025-099 ATTH 01 AR Ord. Solar Panels (4543 : 2025-099 RES - AIRPORT - AR ORDINANCE TO ADOPT)

EXHIBIT B

PAYMENT SCHEDULE

Loan Payment Date	Loan Payment Amount	Principal Portion	Interest Portion	Outstanding Balance	Prepayment Amount
6/1/2026					
6/1/2027					
6/1/2028					
6/1/2029					
6/1/2030					
6/1/2031					
6/1/2032					
6/1/2033					
6/1/2034					
6/1/2035					
6/1/2036					
6/1/2037					
6/1/2038					
6/1/2039					
6/1/2040				-0-	-0-
Totals		$1,665,425			

Interest Rate. The Interest Rate is 0.40% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is ~~June~~ May 5, 2025.

[Signature page follows]

Attachment: 2025-099 ATTH 01 AR Ord. Solar Panels (4543 : 2025-099 RES - AIRPORT - AR ORDINANCE TO ADOPT)

Dated as of ~~June~~ May 5, 2025.

LENDER:
Arkansas Energy Office

By: _____

Name: Mitchell Simpson

Title: Director

BORROWER:
The City of Texarkana, Arkansas

By: _____

Name: Allen Brown

Title: Mayor

Attachment: 2025-099 ATTH 01 AR Ord. Solar Panels (4543 : 2025-099 RES - AIRPORT - AR ORDINANCE TO ADOPT)

EXHIBIT C

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of the City of Texarkana, Arkansas (*"Borrower"*) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Borrower (the *"Officials"*) in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Borrower, to negotiate, execute and deliver the Equipment Loan Agreement dated as of June __, 2025 by and between Borrower and the Arkansas Energy Office ("*Lender*"), all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the *"Operative Agreements"*), and the Operative Agreements each are the binding and authorized agreements of Borrower, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
Allen Brown	Mayor	
Heather Soyars	City Clerk	

Dated: ~~June~~ May 5, 2025

By: _____
Name: Heather Soyars, City Clerk

Attachment: 2025-099 ATTH 01 AR Ord. Solar Panels (4543 : 2025-099 RES - AIRPORT - AR ORDINANCE TO ADOPT)

EXHIBIT D

FORM OF DISBURSEMENT REQUEST

Re: Equipment Loan Agreement dated as of June __, 2025 by and between the Arkansas Energy Office, as Lender, the City of Texarkana, Arkansas, as Borrower, and the Arkansas Development Finance Authority, as Servicer (the "Loan Agreement"). (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement)

In accordance with the terms of the Loan Agreement, the undersigned hereby requests the Servicer reimburse the Borrower for the following persons the following amounts for the following purposes detailed in the attached Exhibit.

Borrower hereby represents, covenants, and warrants for the benefit of Lender and Servicer on the date hereof as follows:

(i) Each obligation specified in the table herein titled as "Disbursement Amounts" (a) has been incurred by Borrower in the stated amount, (b) the same is a proper charge for Equipment Costs relating to the Equipment identified above, has been paid by Borrower, and Borrower requests reimbursement thereof.

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed, and accepted by Borrower. Attached hereto is the original invoice and certification from Vendor as to title transfer and release by Vendor of any security interest with respect to such obligation and the related AIA forms.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Borrower is, at the date hereof, entitled to retain.

(v) The Equipment is insured in accordance with the Loan Agreement.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Loan Agreement has occurred and is continuing at the date hereof.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Borrower set forth in the Loan Agreement are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Loan Agreement.

Attachment: 2025-099 ATTH 01 AR Ord. Solar Panels (4543 : 2025-099 RES - AIRPORT - AR ORDINANCE TO ADOPT)

Dated: May 5, 2025

The City of Texarkana, Arkansas, as Borrower

By: _____
Name: Allen L. Brown
Title: Mayor

Disbursement of funds from the Escrow Account in accordance with the foregoing Disbursement Request hereby is authorized

Arkansas Energy Office,
as Lender

By: _____
Name: _____
Title: _____

Attachment: 2025-099 ATTH 01 AR Ord. Solar Panels (4543 : 2025-099 RES - AIRPORT - AR ORDINANCE TO ADOPT)

EXHIBIT E

FORM OF FINAL ACCEPTANCE CERTIFICATE

Arkansas Energy Office
900 W. Capitol, Suite 400

Attn: Contract Administration

Re: Equipment Loan Agreement, dated as of June __, 2025, by and between the Arkansas Energy Office, as Lender, the City of Texarkana, Arkansas, as Borrower, and the Arkansas Development Finance Authority, as Servicer

Ladies and Gentlemen:

In accordance with the above-referenced Equipment Loan Agreement (the *"Agreement"*), the undersigned Borrower hereby certifies and represents to, and agrees with Lender as follows:

1. All of the Equipment has been delivered, installed, and accepted on the date hereof.

2. Borrower has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Borrower is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. Borrower hereby reaffirms that the representations, warranties, and covenants contained in the Agreement are true and correct as of the date hereof.

5. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof.

6. No Material Adverse Change has occurred since the date of the execution and delivery of the Agreement.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: May 5, 2025

City of Texarkana, Arkansas

By: _____
Name: Allen L. Brown
Title: Mayor

Attachment: 2025-099 ATTH 01 AR Ord. Solar Panels (4543 : 2025-099 RES - AIRPORT - AR ORDINANCE TO ADOPT)

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: 2025-099 Goals & Perspectives (4543 : 2025-099 RES - AIRPORT - AR ORDINANCE TO ADOPT)

RESOLUTION NO. 2025-099

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE FUNDING ARRANGEMENTS MADE BY THE BOARD OF DIRECTORS OF THE CITY OF TEXARKANA, ARKANSAS, IN ITS ORDINANCE NO. 12-2025, FOR THE "SOLAR CARPORT AIRPORT LEASE" APPROVED BY THE CITY COUNCIL IN RESOLUTION NO. 2024-027; 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

WHEREAS, the Airport Authority 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, by Resolution No. 2024-027, the City Council approved a "Solar Carport Airport Lease", with the resolution including the following recitals:

- the Airport Authority proposed a fifteen-year lease for a solar parking canopy array adjacent to the Jim E. Yates Terminal with the City of Texarkana, Arkansas, as Lessor/Owner of the array, and the Authority as Lessee;

- the Authority determined that such an array would serve to reduce operating costs of the new terminal building by generating electricity delivered into the SWEPCO grid by means of a SWEPCO-owned transformer; and KWh credits from this delivered energy would be applied to the Authority's SWEPCO bills via meter aggregation;

- the Authority was not eligible – but the City of Texarkana, Arkansas, is eligible – for a 0.4% loan through the Arkansas Energy Office for acquiring a solar array and electric meters;

- the proposed lease provides, among other things, for the Authority's payment to the City of Texarkana, Arkansas, of the AEO loan (annual payments of $101,308) and monthly utilities, for the Authority to provide insurance covering the full value of the system naming both the Cities of Texarkana, Texas, and Texarkana, Arkansas, as beneficiaries, and for the Authority to operate and maintain the system throughout the lease term;

- while not a party to the proposed lease, the City of Texarkana, Texas, was requested to provide approval of the lease consistent with the reciprocal ordinances governing the Authority enacted by both cities; and

WHEREAS, the Board of Directors of the City of Texarkana, Arkansas, by Ordinance No. 12-2025 [May 5, 2025], approved an "Equipment Loan Agreement" between the City of Texarkana, Arkansas, as Borrower, and the Arkansas Energy Office, part of the Arkansas Department of Energy & Environment, as Lender, for the funding of the "Solar Carport Airport Lease"; and

WHEREAS, the Airport Authority will be responsible for making the payments of this loan through its operating and maintenance budget; and

Attachment: 2025-099 RES AIRPORT Solar Panels signed (4543 : 2025-099 RES - AIRPORT - AR ORDINANCE TO ADOPT)

WHEREAS, even though the City is not a party to the loan agreement, as the City of Texarkana, Texas, is a co-owner of the Texarkana Regional Airport, the City Council has been requested to indicate its approval of the funding arrangements made by the City of Texarkana, Arkansas, with the Arkansas Energy Office for the funding of the "Solar Carport Airport Lease" approved by the City Council in Resolution No. 2024-027.

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

SECTION 1: The City of Texarkana, Texas, approves the funding arrangements made by the Board of Directors of the City of Texarkana, Arkansas, in its Ordinance No. 12-2025, for the "Solar Carport Airport Lease" approved by the City Council in Resolution No. 2024-027.

SECTION 2: Nothing in this resolution shall be construed to make the City of Texarkana, Texas, either a party to or a guarantor of the "Equipment Loan Agreement".

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:20 p.m.

Attachment: 2025-099 RES AIRPORT Solar Panels signed (4543 : 2025-099 RES - AIRPORT - AR ORDINANCE TO ADOPT)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 7/10/2025 12:16 PM

Lead Department: Planning and Community Development

Action Officer: Vashil Fernandez, PCD Director

Subject: Resolution No. 2025-102 authorizing the City Manager to purchase new HVAC unit and controls for the Southwest Center and City Hall, with budgeted Energy Efficient grant funds: State Energy Conservation Office (SECO) and Energy Efficiency and Conservation Block Grant (EEBCG).

Briefing: 7/14/2025 **Public Hearing:** **Council Vote:** 7/14/2025

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Requesting approval to proceed with HVAC and energy control system improvements at both the Southwest Center and City Hall. The proposed upgrades are intended to enhance energy efficiency, building performance, and occupant comfort. Funding for the projects will come from state and federal energy grant programs, and the work will be carried out in compliance with applicable procurement policies and grant requirements. Approval is requested to authorize the City Manager to move forward with the necessary purchases and installations.

Potential Options:

- Approve
- Deny

Fiscal Implications:

Southwest Center was awarded a $250,000 grant by the State Energy Conservation Office for upgrades to their HVAC Controls. No match is required.

City Hall has $114,000 from two previous EEBCG Grants. No match is required.

Staff Recommendation:

Staff recommends approval of this request.

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2025-102 RES Approving CM to purchase new HVAC and controlls for the Southwest Center and City Hall (DOCX)
b. 2025-102 Goals & Perspectives (DOCX)
c. 2025-102 RES HVAC C.H. and SWC signed (PDF)

Staff Coordination

Planning and Community Development		Vashil Fernandez	Department Head Review	Completed 07/02/2025 4:34 PM
City Manager	David Orr	City Manager Review	Completed	07/07/2025 9:39 AM
City Council	Jennifer Evans	Meeting	Completed	07/14/2025 6:00 PM

Meeting History

RESOLUTION NO. 2025-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE THE PURCHASE AND INSTALLATION OF HVAC CONTROLS AT THE SOUTHWEST CENTER IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) TO BE FUNDED BY THE STATE ENERGY CONSERVATION OFFICE (SECO); AND TO APPROVE THE HVAC SYSTEMS AND CENTRAL CONTROLS IMPROVEMENTS AT CITY HALL IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FOURTEEN THOUSAND DOLLARS ($114,000), TO BE FUNDED THROUGH THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) PROGRAM; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, has identified the need for HVAC and energy control system improvements at both the Southwest Center and City Hall facilities; and

WHEREAS, the HVAC controls at the Southwest Center are eligible for and will be funded through a State Energy Conservation Office (SECO) grant in the amount of two hundred fifty thousand dollars ($250,000); and

WHEREAS, the HVAC systems and central controls at City Hall will be funded through an Energy Efficiency and Conservation Block Grant (EECBG) in the amount of one hundred fourteen thousand dollars ($114,000), including seventy-six thousand four hundred forty dollars ($76,440) in federal funds and thirty-eight thousand one hundred forty-five dollars and forty-four cents ($38,145.44) in non-federal funds derived from program income from a prior EECBG Revolving Loan Fund grant; and

WHEREAS, these upgrades will improve building performance, energy efficiency, and occupant comfort, and will be executed in accordance with procurement policies and applicable grant requirements.

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

SECTION 1: The City Manager be and is hereby authorized to approve the purchase and installation of HVAC controls at the Southwest Center in an amount not to exceed two hundred fifty thousand dollars ($250,000), to be funded through the State Energy Conservation Office**.**

SECTION 2: The City Manager be and is hereby authorized to approve HVAC systems and central controls upgrades at City Hall in an amount not to exceed one hundred fourteen thousand dollars ($114,000), to be funded through the Energy Efficiency and Conservation Block Grant program, consisting of seventy-six thousand four hundred forty dollars ($76,440) in federal funds and thirty-eight thousand one hundred forty-five dollars and forty-four cents ($38,145.44) in program income.

Attachment: 2025-102 RES Approving CM to purchase new HVAC and controlls for the Southwest Center and City Hall (4553 : 2025-102 RES

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 July, 2025**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2025-102 RES Approving CM to purchase new HVAC and controlls for the Southwest Center and City Hall (4553 : 2025-102 RES

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: 2025-102 Goals & Perspectives (4553 : 2025-102 RES Approve purchase and installation of HVAC for City Hall and Southwest

RESOLUTION NO. 2025-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE THE PURCHASE AND INSTALLATION OF HVAC CONTROLS AT THE SOUTHWEST CENTER IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) TO BE FUNDED BY THE STATE ENERGY CONSERVATION OFFICE (SECO); AND TO APPROVE THE HVAC SYSTEMS AND CENTRAL CONTROLS IMPROVEMENTS AT CITY HALL IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FOURTEEN THOUSAND DOLLARS ($114,000), TO BE FUNDED THROUGH THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) PROGRAM; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, has identified the need for HVAC and energy control system improvements at both the Southwest Center and City Hall facilities; and

WHEREAS, the HVAC controls at the Southwest Center are eligible for and will be funded through a State Energy Conservation Office (SECO) grant in the amount of two hundred fifty thousand dollars ($250,000); and

WHEREAS, the HVAC systems and central controls at City Hall will be funded through an Energy Efficiency and Conservation Block Grant (EECBG) in the amount of one hundred fourteen thousand dollars ($114,000), including seventy-six thousand four hundred forty dollars ($76,440) in federal funds and thirty-eight thousand one hundred forty-five dollars and forty-four cents ($38,145.44) in non-federal funds derived from program income from a prior EECBG Revolving Loan Fund grant; and

WHEREAS, these upgrades will improve building performance, energy efficiency, and occupant comfort, and will be executed in accordance with procurement policies and applicable grant requirements.

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

SECTION 1: The City Manager be and is hereby authorized to approve the purchase and installation of HVAC controls at the Southwest Center in an amount not to exceed two hundred fifty thousand dollars ($250,000), to be funded through the State Energy Conservation Office.

SECTION 2: The City Manager be and is hereby authorized to approve HVAC systems and central controls upgrades at City Hall in an amount not to exceed one hundred fourteen thousand dollars ($114,000), to be funded through the Energy Efficiency and Conservation Block Grant program, consisting of seventy-six thousand four hundred forty dollars ($76,440) in federal funds and thirty-eight thousand one hundred forty-five dollars and forty-four cents ($38,145.44) in program income.

Attachment: 2025-102 RES HVAC C.H. and SWC signed (4553 : 2025-102 RES Approve purchase and installation of HVAC for City Hall and

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 July, 2025**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:20 p.m.

Attachment: 2025-102 RES HVAC C.H. and SWC signed (4553 : 2025-102 RES Approve purchase and installation of HVAC for City Hall and

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 7/11/2025 4:32 PM

Lead Department: Parks, Recreation & Health **Action Officer:** Keith Beason,

Subject: Resolution No. 2025-104 approving the purchase of new flooring and bleachers through Buy Board and TIPS Member Rubber Flooring Systems of Kemah, Texas, for the Southwest Center Gym, with funds budgeted in the Community Development Block Grant Fund (Fund 204).

Briefing: 7/14/2025 **Public Hearing:** **Council Vote:** 7/14/2025

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

(July 14, 2025):

NOT APPLICABLE

Executive Summary and Background Information:

The Parks and Recreation Staff requests the purchase of new flooring and bleachers in the Multi-Purpose Gym at the Southwest Center. The current flooring is in need of repair and the old bleachers were removed. Funding for both projects have been approved to be funded through the Community Development Block Grant (CDBG) and the attached quote is from RFS Sports which is a Buy Board Member – 737-24 and TIPS Member - 24090701.

Potential Options:

- Approve
- Deny

Fiscal Implications:

$118,431.46 – Gym floor removal and installation
$51,483.00 – Installation of new bleachers
$169,914.46 total of from the Community Development Block Grant Fund (Fund 204)

Staff Recommendation:

Staff recommends approval of this request.

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2025-104 RES Approving purchase of new flooring and bleacher for Southwest Center Gym (DOCX)
b. 2025-104 EXH A Southwest Center - Telescopic Bleacher Proposal (PDF)

c. 2025-104 EXH B Texarkana Southwest Center Gym (PDF)
d. 2025-104 Goals & Perspectives (DOCX)
e. 2025-104 RES Floor Bleachers at SWC Gym signed (PDF)

Staff Coordination

Parks, Recreation & Health	Completed	Robby Robertson 07/02/2025 3:26 PM	Department Head Review	
Finance Department 1:16 PM	Kristin Peeples	Finance Review	Completed	07/07/2025
City Manager 2:00 PM	David Orr	City Manager Review	Completed	07/07/2025
City Council 6:00 PM	Jennifer Evans	Meeting	Completed	07/14/2025

Meeting History

RESOLUTION NO. 2025-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE THE PURCHASE AND INSTALLATION OF NEW FLOORING AND BLEACHERS, IN THE SOUTHWEST CENTER MULTI-PURPOSE GYM, THROUGH BUY BOARD AND TIPS MEMBER, RUBBER FLOORING SYSTEMS SPORTS (RFS SPORTS) OF KEMAH, TEXAS, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED FORTEEN DOLLARS AND FORTY-SIX CENTS ($169,914.46), TO BE PAID WITH FUNDS BUDGETED IN THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND (FUND 204); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the current flooring in the Southwest Center needs to be replaced due to long term wear and use; and

WHEREAS, the current bleachers in the Southwest Center have been removed and need to be replaced; and

WHEREAS, the city has received quotes from Buy Board and Tips Member, Rubber Flooring Systems Sports (RFS Sports) of Kemah, Texas, for **one hundred eighteen thousand four hundred thirty-one dollars and forty-six cents ($118,431.46) (EXH 'B')** for the removal and installation of a new gym floor, and a quote of **fifty-one thousand four hundred eighty-three dollars (51,483.00) (EXH 'A')** for the installation of the new bleachers, at a total of **one hundred and sixty-nine thousand nine hundred and fourteen dollars and forty-six cents ($169,914.46**).

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

SECTION 1: The City Manager be and is hereby authorized to purchase new bleachers and flooring for the Southwest Center through RFS Sports of Kemah, Texas, in an amount not to exceed **one hundred sixty-nine thousand nine hundred fourteen dollars and forty-six cents ($169,914.46).**

SECTION 2: 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 July, 2025**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2025-104 RES Approving purchase of new flooring and bleacher for Southwest Center Gym (4555 : 2025-104 RES Approving

2025-104 EXH A

375 Columbia Memorial Pkwy
Kemah, TX 77565
Phone: 281.334.6800
www.teamrfs.com

New Bleacher Proposal

To:	City of Texarkana	**Date of Quote:**	6/18/2025
Project Name:	Southwest Center	**Addenda Noted:**	N/A
Project Address:	3222 W. 7th Street	**Building Code:**	IBC 2021
Contact Name:		**Quoted By:**	Thomas Ferro
Contact Phone:		**RFS Sales Rep:**	Reed Hamilton
Contact Email:		**Co-Op:**	N/A

Product: Telescopic Bleachers

Proposal Amount: $51,483.00

Delivered and installed (no tax)

Proposal is valid for 30 days and is priced for shipment through 10/31/2025

Add 2% per quarter for shipment after this date.

Proposal Adds/Deducts: Ship with another project coming to Texas, DEDUCT <$2,000.00>

Description of Bleachers

Manufacturer:	Hussey	**Model:**	Maxam 26	**Row Spacing:**	24"
Row Rise:	9 5/8"	**Seat Quantity:**	234	**Operation:**	208V 3 Phase
End Rails	Self Storing	**End Panels:**	None	**Aisles:**	Foot Level
Type:	Wall Attached	**Deck Finish:**	Clear	**Seat Material:**	10" Plastic
Color:	TBD	**Seat Numbers:**	Yes	**Row Letters:**	Yes

Description: Bank A: Not to exceed 42'-6" (including end rails) x 10 rows, (2) sections, (2) aisles

Accessories: Required number of ADA spaces, limit switches, service light, hinged front steps, seat numbers, row letters, (2) pendant controls

Notes: Proposal assumes 3 phase power

Exclusions: Electrical power source, junction box, disconnect, or connection to power source
Dumpsters for cardboard packing debris

TERMS: 50% ARO; 50% upon completion.

All orders paid with a credit card will be assessed a 3% convenience fee at the time of invoicing (Mastercard/Visa only). All accounts with a balance after 30 days from invoice will be assessed 1.5% interest every 30 days. Material pricing is subject to manufacturer increases & or material storage fees after 30 days from original proposal. Taxes will be added at the time of invoicing if tax exempt form is not received. Field Measurements: Required and completed by RFS prior to fabrication to be noted on RFS provided project-specific submittal drawings. Product locations and quantities are solely based on this proposal and provided drawings from RFS. Seat count is an estimate only and subject to change based on actual project conditions.

Add 2.5% P & P Bond, if required

Send all contracts to: nick@teamrfs.com and thomas@teamrfs.com

Attachment: 2025-104 EXH A Southwest Center - Telescopic Bleacher Proposal (4555 : 2025-104 RES Approving purchase of new flooring and

RFS SPORTS FLOORING & LOCKERS

RUBBER FLOORING SYSTEMS, INC.
375 Columbia Memorial Pkwy, Kemah, TX 77565-3187
Phone (281) 334-6800 Fax (281) 535-1959

Date: May 1, 2025

Project:	**Texarkana Southwest Center Gym**		
To:	Estimating	**Delivery:**	Email
Addendums:	N/A	**Date of Plans:**	N/A

Quantity	Units	Scope of Work	Unit Price	Total Price
Option 1:				
6,975	SF	Demo Existing Vinyl	$ 1.00	$ 6,975.0
6,975	SF	Prep Existing Floor	$ 0.50	$ 3,487.5
2	EA	Provide Dumpster	$ 1,250.00	$ 2,500.0
8,304	EA	Supply, Deliver, & Install Mondo Advance 6mm Rolls in [2] Standard Colors in Gym	$ 11.49	$ 95,412.9
1	EA	Game Paint Pkg. Which Includes [1] Main Basketball Court, [1] Main Volleyball Court, & [3] Pickle Ball Courts	$ 2,330.00	$ 2,330.0
349	LF	Install Standard Black 4" Cove Base	$ 3.00	$ 1,047.0
36	LF	Install Standard Reducers	$ 7.00	$ 252.0
1	EA	Supply, Deliver, & Install Custom Center Court Logo	$ 6,427.00	$ 6,427.0
			Tax:	TBD
			Total:	**$ 118,431.4**

Estimating:	Cole Hutchens	cole@teamrfs.com
Sales:	Reed Hamilton	reed@teamrfs.com

Signature of Acceptance:

Date:

BuyBoard 737-24 TIPS 24090701

Comments: Includes standard wage rates; non-prevailing, non-union. **Owner Must Provide a 60-Amp Braker with 3 Phase Power Within 75' Gym/Workspace. Owner must provide a fork lift for off load.**

Standard Exclusions: Moisture remediation. Demo. Dumpsters. Bleachers. Volleyball Sleeves. Generators. Final clean up. Protection of work after installation. Major prep & leveling or smoothing of substrate other than light sanding & sweeping. We assume installation over clean, dry, & level substrate.
Excludes patching and leveling. Extra costs for patching and leveling are evaluated and determined based upon on site conditions.

Terms: 75% due upon receiving a signed PO or quote, final payment due upon completion. All orders paid with a credit card will be assessed a 3% convenience fee at the time of invoicing. All accounts with a balance after 30 days from invoice will be assessed 1.5% interest every 30 days. Material pricing is subject to manufacturer increases & or material storage fees after 30 days from original proposal. Taxes will be added at the time of invoicing if tax exempt form is not received.

This quote will be valid for 30 days.

Attachment: 2025-104 EXH B Texarkana Southwest Center Gym (4555 : 2025-104 RES Approving purchase of new flooring and bleachers for

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: 2025-104 Goals & Perspectives (4555 : 2025-104 RES Approving purchase of new flooring and bleachers for Southwest Center

RESOLUTION NO. 2025-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE THE PURCHASE AND INSTALLATION OF NEW FLOORING AND BLEACHERS, IN THE SOUTHWEST CENTER MULTI-PURPOSE GYM, THROUGH BUY BOARD AND TIPS MEMBER, RUBBER FLOORING SYSTEMS SPORTS (RFS SPORTS) OF KEMAH, TEXAS, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED FORTEEN DOLLARS AND FORTY-SIX CENTS ($169,914.46), TO BE PAID WITH FUNDS BUDGETED IN THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND (FUND 204); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the current flooring in the Southwest Center needs to be replaced due to long term wear and use; and

WHEREAS, the current bleachers in the Southwest Center have been removed and need to be replaced; and

WHEREAS, the city has received quotes from Buy Board and Tips Member, Rubber Flooring Systems Sports (RFS Sports) of Kemah, Texas, for **one hundred eighteen thousand four hundred thirty-one dollars and forty-six cents ($118,431.46) (EXH 'B')** for the removal and installation of a new gym floor, and a quote of **fifty-one thousand four hundred eighty-three dollars (51,483.00) (EXH 'A')** for the installation of the new bleachers, at a total of **one hundred and sixty-nine thousand nine hundred and fourteen dollars and forty-six cents ($169,914.46)**.

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

SECTION 1: The City Manager be and is hereby authorized to purchase new bleachers and flooring for the Southwest Center through RFS Sports of Kemah, Texas, in an amount not to exceed **one hundred sixty-nine thousand nine hundred fourteen dollars and forty-six cents ($169,914.46).**

SECTION 2: 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 July, 2025**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:20p.m.

Attachment: 2025-104 RES Floor Bleachers at SWC Gym signed (4555 : 2025-104 RES Approving purchase of new flooring and bleachers for

2025-104 EXH A

375 Columbia Memorial Pkwy
Kemah, TX 77565
Phone: 281.334.6800
www.teamrfs.com

New Bleacher Proposal

To:	City of Texarkana	**Date of Quote:**	6/18/2025
Project Name:	Southwest Center	**Addenda Noted:**	N/A
Project Address:	3222 W. 7th Street	**Building Code:**	IBC 2021
Contact Name:		**Quoted By:**	Thomas Ferro
Contact Phone:		**RFS Sales Rep:**	Reed Hamilton
Contact Email:		**Co-Op:**	N/A

Product: Telescopic Bleachers

Proposal Amount: $51,483.00

Delivered and installed (no tax)
Proposal is valid for 30 days and is priced for shipment through 10/31/2025
Add 2% per quarter for shipment after this date.

Proposal Adds/Deducts: Ship with another project coming to Texas, DEDUCT <$2,000.00>

Description of Bleachers

Manufacturer:	Hussey	**Model:**	Maxam 26	**Row Spacing:**	24"
Row Rise:	9 5/8"	**Seat Quantity:**	234	**Operation:**	208V 3 Phase
End Rails	Self Storing	**End Panels:**	None	**Aisles:**	Foot Level
Type:	Wall Attached	**Deck Finish:**	Clear	**Seat Material:**	10" Plastic
Color:	TBD	**Seat Numbers:**	Yes	**Row Letters:**	Yes

Description: Bank A: Not to exceed 42'-6" (including end rails) x 10 rows, (2) sections, (2) aisles

Accessories: Required number of ADA spaces, limit switches, service light, hinged front steps, seat numbers, row letters, (2) pendant controls

Notes: Proposal assumes 3 phase power

Exclusions: Electrical power source, junction box, disconnect, or connection to power source
Dumpsters for cardboard packing debris

TERMS: 50% ARO; 50% upon completion.

All orders paid with a credit card will be assessed a 3% convenience fee at the time of invoicing (Mastercard/Visa only). All accounts with a balance after 30 days from invoice will be assessed 1.5% interest every 30 days. Material pricing is subject to manufacturer increases & or material storage fees after 30 days from original proposal. Taxes will be added at the time of invoicing if tax exempt form is not received. Field Measurements: Required and completed by RFS prior to fabrication to be noted on RFS provided project-specific submittal drawings. Product locations and quantities are solely based on this proposal and provided drawings from RFS. Seat count is an estimate only and subject to change based on actual project conditions.

Add 2.5% P & P Bond, if required

Send all contracts to: nick@teamrfs.com and thomas@teamrfs.com

Attachment: 2025-104 RES Floor Bleachers at SWC Gym signed (4555 : 2025-104 RES Approving purchase of new flooring and bleachers for

RFS SPORTS
FLOORING & LOCKERS

RUBBER FLOORING SYSTEMS, INC.
375 Columbia Memorial Pkwy, Kemah, TX 77565-3187
Phone (281) 334-6800 Fax (281) 535-1959

Date: May 1, 2025

Project:	Texarkana Southwest Center Gym		
To:	Estimating	Delivery:	Email
Addendums:	N/A	Date of Plans:	N/A

Quantity	Units	Scope of Work	Unit Price	Total Price
Option 1:				
6,975	SF	Demo Existing Vinyl	$ 1.00	$ 6,975.0
6,975	SF	Prep Existing Floor	$ 0.50	$ 3,487.5
2	EA	Provide Dumpster	$ 1,250.00	$ 2,500.0
8,304	EA	Supply, Deliver, & Install Mondo Advance 6mm Rolls in [2] Standard Colors in Gym	$ 11.49	$ 95,412.9
1	EA	Game Paint Pkg. Which Includes [1] Main Basketball Court, [1] Main Volleyball Court, & [3] Pickle Ball Courts	$ 2,330.00	$ 2,330.0
349	LF	Install Standard Black 4" Cove Base	$ 3.00	$ 1,047.0
36	LF	Install Standard Reducers	$ 7.00	$ 252.0
1	EA	Supply, Deliver, & Install Custom Center Court Logo	$ 6,427.00	$ 6,427.0
			Tax:	TBD
			Total:	**$ 118,431.4**

Estimating: Cole Hutchens cole@teamrfs.com
Sales: Reed Hamilton reed@teamrfs.com

Signature of Acceptance:

Date:

BuyBoard 737-24

TIPS 24090701

Comments: Includes standard wage rates; non-prevailing, non-union. **Owner Must Provide a 60-Amp Braker with 3 Phase Power Within 75' Gym/Workspace. Owner must provide a fork lift for off load.**

Standard Exclusions: Moisture remediation. Demo. Dumpsters. Bleachers. Volleyball Sleeves. Generators. Final clean up. Protection of work after installation. Major prep & leveling or smoothing of substrate other than light sanding & sweeping. We assume installation over clean, dry, & level substrate.
Excludes patching and leveling. Extra costs for patching and leveling are evaluated and determined based upon on site conditions.

Terms: 75% due upon receiving a signed PO or quote, final payment due upon completion. All orders paid with a credit card will be assessed a 3% convenience fee at the time of invoicing. All accounts with a balance after 30 days from invoice will be assessed 1.5% interest every 30 days. Material pricing is subject to manufacturer increases & or material storage fees after 30 days from original proposal. Taxes will be added at the ti of invoicing if tax exempt form is not received.

This quote will be valid for 30 days.

Attachment: 2025-104 RES Floor Bleachers at SWC Gym signed (4555 : 2025-104 RES Approving purchase of new flooring and bleachers for

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 7/3/2025 11:29 AM

Lead Department: Human Resources **Action Officer:** J.W. Bramlett, Human Resources Specialist

Subject: Resolution No. 2025-105 approving the reappointment of Commissioner Brandon Washington to the Civil Service Commission.

Briefing: 7/14/2025 **Public Hearing:** **Council Vote:** 7/14/2025

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

"NOT APPLICABLE"

Executive Summary and Background Information:

Civil Service Commissioner Brandon Washington's term expires August 7, 2025. Per Sec. 143.006(b) of the Texas Local Government Code, the commission consists of three members appointed by the municipality's chief executive and confirmed by the governing body of the municipality. Commissioner Washington has agreed to serve an additional three-year term, after completing the remainder of Commissioner Gerald Brooks' term and has been reappointed by City Manager David Orr pending confirmation by the City Council.

Potential Options:

- Approve reappointment of Brandon Washington to Civil Service Commission
- Reject reappointment of Brandon Washington to Civil Service Commission

Fiscal Implications:

None

Staff Recommendation:

Staff recommends approving the reappointment of Brandon Washington to Civil Service Commission

Advisory Board/Committee Review:

"NONE"

Board/Committee Recommendation:

"NOT APPLICABLE"

Advisory Board/Committee Meeting Date and Minutes:

"NOT APPLICABLE"

Attachments

a. 2025-105 Goals & Perspectives (DOCX)
b. 2025-105 RES Civil Svc Comm appt Brandon Wasghington (DOCX)
c. 2025-105 RES Reappt B Washington CSC signed (PDF)

Staff Coordination

Human Resources	J.W. Bramlett 07/02/2025 8:30 PM	Department Head Review	Completed	
City Manager	David Orr	City Manager Review	Completed	07/07/2025 9:40 AM
City Council	Jennifer Evans	Meeting	Completed	07/14/2025 6:00 PM

Meeting History

City of Texarkana, Texas

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

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: 2025-105 Goals & Perspectives (4556 : 2025-105 RES Reappointing Brandon Washington to Civil Service Commission)

RESOLUTION NO. 2025-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, CONFIRMING THE REAPPOINTMENT OF MR. BRANDON WASHINGTON TO THE CITY OF TEXARKANA, TEXAS CIVIL SERVICE COMMISSION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code Section 143.006 provides that the Fire Fighters' and Police Officers' Civil Service Commission (hereinafter "Commission") shall consist of three members appointed by the municipality's chief executive and confirmed by the governing body of the municipality; and

WHEREAS, commission members serve staggered three-year terms with the term of one member expiring each year; and

WHEREAS, the municipality's chief executive may reappoint a commission member to consecutive terms; and

WHEREAS, Mr. Brandon Washington's current term expires August 7, 2025; and

WHEREAS, City Manager David Orr has reappointed Mr. Brandon Washington to a three-year term.

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

SECTION 1: The City Council hereby confirms the City Manager's reappointment of Mr. Brandon Washington to the Civil Service Commission for a term beginning August 8, 2025, and expiring August 7, 2028.

SECTION 2: This Resolution shall be in full force and effect upon passage and approval.

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2025-105 RES Civil Svc Comm appt Brandon Wasghington (4556 : 2025-105 RES Reappointing Brandon Washington to Civil

RESOLUTION NO. 2025-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, CONFIRMING THE REAPPOINTMENT OF MR. BRANDON WASHINGTON TO THE CITY OF TEXARKANA, TEXAS CIVIL SERVICE COMMISSION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code Section 143.006 provides that the Fire Fighters' and Police Officers' Civil Service Commission (hereinafter "Commission") shall consist of three members appointed by the municipality's chief executive and confirmed by the governing body of the municipality; and

WHEREAS, commission members serve staggered three-year terms with the term of one member expiring each year; and

WHEREAS, the municipality's chief executive may reappoint a commission member to consecutive terms; and

WHEREAS, Mr. Brandon Washington's current term expires August 7, 2025; and

WHEREAS, City Manager David Orr has reappointed Mr. Brandon Washington to a three-year term.

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

SECTION 1: The City Council hereby confirms the City Manager's reappointment of Mr. Brandon Washington to the Civil Service Commission for a term beginning August 8, 2025, and expiring August 7, 2028.

SECTION 2: This Resolution shall be in full force and effect upon passage and approval.

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:20p.m.

Attachment: 2025-105 RES Reappt B Washington CSC signed (4556 : 2025-105 RES Reappointing Brandon Washington to Civil Service

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 7/10/2025 9:39 AM

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

Subject: Resolution No. 2025-097 approving the Texarkana Regional Airport Executive Director to sign FAA Form 5100-110 Agreement for Transfer of Entitlements in the amount of $491,597 to the Fort Smith Airport Commission.

Briefing: 7/14/2025 **Public Hearing:** **Council Vote:** 7/14/2025

Item Schedule

Updates/History of Briefing:

According to 49 USC § 47117(c)(2) - A sponsor of an airport may make an agreement with the Secretary of Transportation waiving the sponsor's claim to any part of the amount apportioned for the airport under sections 47114(c) and 47114(d)(2)(A) if the Secretary agrees to make the waived amount available for a grant for another public-use airport in the same State or geographical area as the airport, as determined by the Secretary.
This is accomplished with FAA Form 5100-100

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 FAA Form 5100-100 agreement for transfer of entitlements in the amount of $491,597 to the Fort Smith Airport Commission. The airport is in the process of closing out the FAA grants for the new Terminal. The Fort Smith Airport Commission had entitlement funds that are set to expire in September. This transfer will allow the airport to pay for change orders incurred during the building of the new terminal without the need for additional funds from the two cities.

Potential Options:

- Approve
- Deny

Fiscal Implications:

$0

Staff Recommendation:

Staff recommends for approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2025-097 RES AIRPORT Entitlement Transfer (DOCX)
b. 2025-097 ATTH 01 Brd Reso. Entitlement Transfer (PDF)
c. 2025-097 ATTH 02 FAA Entitlement Transfer Form (PDF)
d. 2025-097 Goals & Perspectives (DOCX)
e. 2025-097 RES AIRPORT Transf. Entitlement signed (PDF)

Staff Coordination

City Secretary	Jennifer Evans 06/27/2025 12:58 PM	Department Head Review	Skipped	
City Manager	David Orr	City Manager Review	Completed	07/08/2025 6:09 PM
City Council	Jennifer Evans	Meeting	Completed	07/14/2025 6:00 PM

Meeting History

RESOLUTION NO. 2025-097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE TEXARKANA REGIONAL AIRPORT EXECUTIVE DIRECTOR TO SIGN FAA FORM 5100-110 AGREEMENT FOR TRANSFER OF ENTITLEMENTS IN THE AMOUNT OF $491,597 TO THE FORT SMITH AIRPORT COMMISSION; 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 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, Texarkana Regional Airport had $491,597 in change orders for the terminal building; and

WHEREAS, the Federal Aviation Administration would have to pay these changes using discretionary funds; and

WHEREAS, the Fort Smith Airport Commission had entitlement funds expiring in 2025; and

WHEREAS, the Fort Smith Airport Commission has agreed to transfer $491,597 to Texarkana Regional Airport Authority to cover the change orders; and

WHEREAS, Texarkana Regional Airport Authority would need to transfer $491,597 to the City of Fort Smith in 2026.

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

SECTION 1: The Texarkana Regional Airport Authority Approves the Executive Director signing FAA Form 5100-110 Agreement for Transfer of Entitlements in the amount of $491,597 to the Fort Smith Airport Commission.

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2025-097 RES AIRPORT Entitlement Transfer (4541 : 2025-097 RES AIRPORT Entitlement Transfer)

2025-097 ATTH 01

TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 062625A
A RESOLUTION APPROVING THE EXECUTIVE DIRECTOR TO SIGN FAA FORM 5100-110 AGREEMENT FOR TRANSFER OF ENTITLEMENTS IN THE AMOUNT OF $491,597 TO THE FORT SMITH AIRPORT COMMISSION

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, Texarkana Regional Airport had $491,597 in change orders for the terminal building; and,

WHEREAS, the Federal Aviation Administration would have to pay these changes using discretionary funds; and,

WHEREAS, the Fort Smith Airport Commission had entitlement funds expiring in 2025; and,

WHEREAS, the Fort Smith Airport Commission has agreed to transfer $491,597 to Texarkana Regional Airport Authority to cover the change orders; and,

WHEREAS, the Texarkana Regional Airport Authority would need to transfer $491,597 to the City of Fort Smith in 2026,

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

SECTION 1. The Texarkana Regional Airport Authority Approves the Executive Director signing FAA Form 5100-110 Agreement for Transfer of Entitlements in the amount of $491,597 to the Fort Smith Airport Commission.

Adopted this 26th day of June 2025

ATTEST

Ferdinand P Mehrlich III, Director

SIGNED

Airport Authority Chair

Attachment: 2025-097 ATTH 01 Brd Reso. Entitlement Transfer (4541 : 2025-097 RES AIRPORT Entitlement Transfer)

U.S. Department
of Transportation
Federal Aviation Administration

FAA Form 5100-110, Request for FAA Approval of Agreement for Transfer of Entitlements

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Attachment: 2025-097 ATTH 02 FAA Entitlement Transfer Form (4541 : 2025-097 RES AIRPORT Entitlement Transfer)

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 12/31/2026

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: Texarkana Airport Authority

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): Texarkana Regional Airport (TXK)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Passenger	2026	$ 491,597.00
Total		$ 491,597.00

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:
Fort Smith Regional Airport (FSM)

Name of Receiving Airport's Sponsor: Fort Smith Airport Commission

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 09/30/2025 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name:

Title: Manager, AR/OK Airports District Office

Date:

Attachment: 2025-097 ATTH 02 FAA Entitlement Transfer Form (4541 : 2025-097 RES AIRPORT Entitlement Transfer)

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of ,

Name of Sponsor: Texarkana Regional Airport

Name of Sponsor's Authorized Official: Paul Mehrlich

Title of Sponsor's Authorized Official: Director, Texarkana Regional Airport

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, , acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of . Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at (City, State),

this day of ,

Signature of Sponsor's Attorney: _____

Submit by Email

Attachment: 2025-097 ATTH 02 FAA Entitlement Transfer Form (4541 : 2025-097 RES AIRPORT Entitlement Transfer)

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: 2025-097 Goals & Perspectives (4541 : 2025-097 RES AIRPORT Entitlement Transfer)

RESOLUTION NO. 2025-097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE TEXARKANA REGIONAL AIRPORT EXECUTIVE DIRECTOR TO SIGN FAA FORM 5100-110 AGREEMENT FOR TRANSFER OF ENTITLEMENTS IN THE AMOUNT OF $491,597 TO THE FORT SMITH AIRPORT COMMISSION; 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 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, Texarkana Regional Airport had $491,597 in change orders for the terminal building; and

WHEREAS, the Federal Aviation Administration would have to pay these changes using discretionary funds; and

WHEREAS, the Fort Smith Airport Commission had entitlement funds expiring in 2025; and

WHEREAS, the Fort Smith Airport Commission has agreed to transfer $491,597 to Texarkana Regional Airport Authority to cover the change orders; and

WHEREAS, Texarkana Regional Airport Authority would need to transfer $491,597 to the City of Fort Smith in 2026.

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

SECTION 1: The Texarkana Regional Airport Authority Approves the Executive Director signing FAA Form 5100-110 Agreement for Transfer of Entitlements in the amount of $491,597 to the Fort Smith Airport Commission.

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:23 p.m.

Attachment: 2025-097 RES AIRPORT Transf. Entitlement signed (4541 : 2025-097 RES AIRPORT Entitlement Transfer)

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 7/11/2025 4:15 PM

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

Subject: Resolution No. 2025-101 approving and authorizing a State Infrastructure Bank loan agreement in an amount not to exceed $1,408,000 for the relocation of the 10" treated water main serving several member cities and wholesale customers along US 82.

Briefing: 7/14/2025 **Public Hearing:** **Council Vote:** 7/14/2025

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

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

The City has received approval from the State Infrastructure Bank Loan program in an amount not to exceed $1,408,000 with a one-year deferment. This project consists of relocating approximately 7 miles of 10" water main along US 82 from just west of DeKalb to the Red River County Line. This relocation is necessary due to TxDOT's planned widening of US 82. TWU will perform the relocation with in-house resources. The materials needed will be placed out for bids to achieve the best possible price. This agreement will pay for the materials required for this relocation.

Potential Options:

- None
-

Fiscal Implications:

The loan amount is for $1,408,000 and TWU revenue will be leveraged for repayment.

Staff Recommendation:

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. 2025-101 RES SIB Loan Application Resolution (jcl rev) (DOCX)
b. 2025-101 ATTH 01 City of Texarkana_SIB Loan Agreement_draft for borrower review (PDF)
c. 2025-101 Goals & Perspectives (DOCX)
d. 2025-101 RES State Infrastr. Loan Agrmt signed (PDF)

Staff Coordination

Water Utilities	Gary Smith	Department Head Review	Completed	06/25/2025 10:57 AM
TWU Administration	Kenny Icenhower	Review	Completed	06/25/2025 3:54 PM
TWU Finance	Tricia Briggs	TWU Finance Review	Completed	06/25/2025 3:54 PM
City Manager	David Orr	City Manager Review	Completed	06/25/2025 5:40 PM
City Council	Jennifer Evans	Meeting	Completed	07/14/2025 6:00 PM

Meeting History

RESOLUTION NO. 2025-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING AND AUTHORIZING THE EXECUTION OF A STATE INFRASTRUCTURE BANK LOAN AGREEMENT FOR A LOAN IN AN AMOUNT UP TO $1,408,000 FOR THE RELOCATION OF THE 10" TREATED WATER MAIN SERVING SEVERAL MEMBER CITIES AND WHOLESALE CUSTOMERS ALONG US 82; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council authorized the submission of a loan application to the State Infrastructure Bank, a revolving loan fund operated by the Texas Department of Transportation ("TxDOT"), pursuant to Resolution 2025-039 [March 10, 2025]; and

WHEREAS, TxDOT, implementing the widening of US 82, required the relocation of a 10" water main along US 82, co-owned by the City of Texarkana, Texas, and other Texas municipalities ("Member Cities") pursuant to 1969 water supply agreements, such line providing treated water to some of those Member Cities and other wholesale customers; and

WHEREAS, the City deems it proper and in its best interest to execute a loan agreement from the State Infrastructure Bank [**ATTH 01**, incorporated herein by reference for all purposes] in an amount up to $1,408,000 to be used for the 10" water main relocation along US 82 from US 259 to the Bowie County / Red River County line due to TxDOT's widening of US 82.

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

SECTION 1. The City Council hereby approves a loan agreement with the State Infrastructure Bank in an amount up to $1,408,000, to be fully repaid over 20 years, for funds necessary to accomplish the 10" water main relocation along US 82 from US 259 to the Bowie County / Red River County line due to the widening of US 82.

SECTION 2. The City Manager is hereby authorized to execute a State Infrastructure Bank loan agreement substantially similar in form attached to this resolution as **ATTH 01** together with all required documentation, to effectuate the intent of this resolution and the City's intent to borrow such funds. The City Manager is further authorized to take or perform any actions required for implementation of this resolution to receive funding from the State Infrastructure Bank.

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

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2025-101 RES SIB Loan Application Resolution (jcl rev) [Revision 1] (4539 : 2025-101 RES Authorizing State Infrastructure Bank

SIB #S2025-010-01
City of Texarkana - (Atlanta District) CSJ #0046-03-040

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

STATE INFRASTRUCTURE BANK LOAN AGREEMENT

This State Infrastructure Bank Loan Agreement (Agreement) is made by and between the Texas Transportation Commission (Commission) acting by and through the Texas Department of Transportation (Department), an agency of the State of Texas (State), and City of Texarkana (Borrower), a political subdivision of the State of Texas, located in Bowie County, Texas.

W I T N E S S E T H

WHEREAS, the Secretary of Transportation of the United States Department of Transportation is authorized by the National Highway System Designation Act (Section 350 of Public Law 104-59) to enter into cooperative agreements with certain states, including Texas, to establish a state infrastructure bank for the purpose of making loans and providing other financial assistance to public and private entities, so as to encourage public and private investment in transportation facilities, expand the availability of funding for transportation projects, and reduce state costs; and

WHEREAS, the Texas Legislature established the State Infrastructure Bank (SIB) as an account in the State Highway Fund to be administered by the Texas Transportation Commission (Transportation Code, Chapter 222, Subchapter D); and

WHEREAS, the Texas Transportation Commission has adopted rules to implement the SIB program, including eligibility criteria for financial assistance (Title 43, Texas Administrative Code (TAC), Part 1, Chapter 6); and

WHEREAS, the Department is developing a project in Bowie County, Texas to widen US 82, identified as CSJ # 0046-03-040 (Project). The Borrower is relocating utilities necessary for the Project; and

WHEREAS, the Borrower is a public entity in Texas and is authorized by law to construct, maintain, or finance the relocation of utility lines necessary for construction of the Project and may borrow money from the SIB under Texas Transportation Code §222.0745 for that purpose; and

WHEREAS, in accordance with 43 TAC §6.23, the Borrower submitted an application to the Department seeking to borrow One Million Four Hundred Eight Thousand Dollars ($1,408,000) from the SIB to pay for the relocation of utility lines necessary for the Project; and

WHEREAS, in accordance with 43 TAC §6.32(c)(2): (1) the Project is consistent with the metropolitan transportation plan developed by a metropolitan planning organization, if applicable; (2) the Project will improve the efficiency of the State's transportation systems;

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Attachment: 2025-101 ATTH 01 City of Texarkana_SIB Loan Agreement_draft for borrower review (4539 : 2025-101 RES Authorizing State

(3) the Project will expand the availability of funding for transportation Projects or reduce direct State costs; and (4) the application shows that the Project and the applicant are likely to have sufficient revenues to assure repayment of the financial assistance; and

WHEREAS, in accordance with 43 TAC §6.32(d), if 43 TAC Chapter 2 applies to the project, as provided under 43 TAC §2.3, construction of the project, other than construction activities described in Title 23, United States Code, §101(a)(4)(A), may not begin before an environmental review under Chapter 2 is completed; and

WHEREAS, an environmental review of the Project, in compliance with the Department's environmental rules in 43 TAC Chapter 2, has been conducted as part of the Department's environmental assessment of the Project, and the Project was cleared pursuant to a Programmatic Categorical Exclusion by the Department on April 26, 2023; and

WHEREAS, the Borrower passed Resolution No. 2025-039 on March 10, 2025, authorizing the SIB loan application in the amount of up to Two Million Five Hundred Thousand ($2,500,000). The above-referenced resolution is attached hereto as **Exhibit A**; and

WHEREAS, in accordance with 43 TAC §6.32, the Department reviewed, analyzed, and found the application to be in compliance with the requirements of 43 TAC Chapter 6; and

WHEREAS, the Texas Transportation Commission, in Minute Order No. 116943 dated May 21, 2025, attached hereto as **Exhibit B,** granted final approval of the application from the Borrower to borrow up to One Million Four Hundred Eight Thousand Dollars ($1,408,000) from the SIB, and authorized the Executive Director of the Department or his designee to enter into a financial assistance agreement with the Borrower to finance the Borrower's relocation of utilities necessary for construction the Project; and

WHEREAS, the Borrower also passed Resolution No. Enter resolution number. on Enter resolution date., authorizing the Borrower's City Manager to enter into this Agreement for a loan in the amount of One Million Four Hundred Eight Thousand Dollars ($1,408,000), attached hereto as **Exhibit C**; and

WHEREAS, the Borrower has submitted a certificate warranting that the proposed security is eligible to be used to repay the loan and that the financial assistance will not violate any of the borrowing or bond commitments the borrower may have in place; and

WHEREAS, the Department has determined that the money in the SIB to be used to make the loan is "secondary funds" and "financial assistance from other than general obligation bond proceeds," as those terms are used in 43 TAC Chapter 6; and

WHEREAS, the Borrower will repay the loan with funds other than federal funds.

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Attachment: 2025-101 ATTH 01 City of Texarkana_SIB Loan Agreement_draft for borrower review (4539 : 2025-101 RES Authorizing State

NOW, THEREFORE, the Department and the Borrower agree as follows:

A G R E E M E N T

Article 1. Financial Assistance.

A. SIB Loan. The Department, on behalf of the Commission, will make a loan to the Borrower in the amount of One Million Four Hundred Eight Thousand Dollars ($1,408,000) from the SIB (SIB Loan) to finance the actual costs of the Borrower's relocation of utilities necessary for the Project.

B. SIB Loan Disbursement. On July 25, 2025 (Deposit Date), the Department will transfer the amount of One Million Four Hundred Eight Thousand Dollars ($1,408,000) from the SIB (SIB Loan Proceeds) to the Borrower for deposit with the Borrower's depository bank Farmers Bank, located in Texarkana, Texas, into an account established by the Borrower with its depository bank or investment pool as prescribed by state law (Project Account). The Borrower shall use the SIB Loan Proceeds for payment of the Borrower's relocation of utilities necessary for the Project. The Borrower shall not use the SIB Loan Proceeds for any purpose other than that described in this Agreement.

The investment of any SIB Loan Proceeds shall be handled in a manner that complies with the Public Funds Investment Act, Texas Government Code, Chapter 2256. The SIB Loan Proceeds shall be adequately collateralized in a manner that complies with the Public Funds Collateral Act, Texas Government Code, Chapter 2257. The depository bank shall not commingle funds in the Project Account with any other funds held by the depository bank or the investment pool. If, during the course of this Agreement, the Borrower wishes to change its depository bank or investment fund, the Borrower shall obtain the Department's approval prior to the transfer of any remaining SIB Loan Proceeds or any other funds into an equivalent account in the new depository bank or investment fund, subject to the same security and fund segregation requirements described in this Agreement.

C. Security Provisions.

(1) Pledge of Water and Sewer Revenues.

(A) Definitions: For all purposes of this Agreement, the following definitions shall apply:

"Gross Revenues" – All income, receipts and revenues of every nature derived or received from the operation and ownership (excluding refundable meter deposits, restricted gifts and grants in aid of construction) of the System, including earnings and income derived from the investment or deposit of money in any special funds or accounts created and established for the payment and security of obligations payable solely from and secured by a lien on and pledge of the Net Revenues.

"Operating and Maintenance Expenses" – All current expenses of operating and maintaining the System, including all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the

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Attachment: 2025-101 ATTH 01 City of Texarkana_SIB Loan Agreement_draft for borrower review (4539 : 2025-101 RES Authorizing State

judgment of the Borrower, reasonably and fairly exercised, are necessary to maintain the operations and render adequate service to the Borrower and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues shall be deducted in determining Net Revenues. Depreciation charges shall not be considered Operating and Maintenance Expenses. Operating and Maintenance Expenses shall include payments under contracts for the purchase of water supply, electric power, and energy or natural gas (in the event of the acquisition of a gas distribution system) or the treatment of sewage and other materials, goods, services, or facilities for the System to the extent authorized by law and the provisions of such contract.

"Net Revenues" – Gross Revenues of the System, with respect to any period, after deducting the Operating and Maintenance Expenses during such period.

System" – All properties, facilities and plants currently owned, operated, and maintained by the Borrower for the supply, treatment, and transmission of treated potable water and sewage, together with all future extensions, improvements, replacements and additions thereto; provided, however, that notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term "System" shall not mean to include facilities of any kind which are declared not to be a part of the System and which are hereafter acquired or constructed by or on behalf of the Borrower with the proceeds from the issuance of "Special Facilities Bonds", which are hereby defined as being special revenue obligations of the Borrower which are payable from and secured by other liens on and pledges of special contract revenues or payments received from any other legal entity in connection with such facilities.

(B) Pledge of System Net Revenues: The Borrower hereby covenants and agrees that the Net Revenues are hereby irrevocably pledged to the payment of amounts due to the Department from the Borrower under this Agreement. The pledge of Net Revenues granted by the Borrower shall be perfected in accordance with Chapter 9 or Chapter 261, Texas Business and Commerce Code. In order to preserve to the State the perfection of the security interest in said pledge, the Borrower agrees to make all Uniform Commercial Code filings necessary to perfect the Department's security interest in the Borrower's pledge of Net Revenues under Texas law, and to comply with the applicable provisions of Chapter 9 and Chapter 261, Texas Business and Commerce Code. Such pledge of Net Revenues shall be subordinate to:

(i) Waterworks and Sanitary Sewer System Revenue Bonds, Series 2013; and

(ii) Waterworks and Sanitary Sewer System Revenue Bonds, Series 2023.

The Borrower covenants and agrees that, upon satisfaction of debt service payments on all prior lien debt, Net Revenues will be used first to satisfy the Borrower's payment obligations to the Department under this Agreement, before using Net Revenues for any other purpose.

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Attachment: 2025-101 ATTH 01 City of Texarkana_SIB Loan Agreement_draft for borrower review (4539 : 2025-101 RES Authorizing State

(C) Rates and Charges: The Borrower hereby agrees, while this Agreement is outstanding, to establish and maintain rates and charges for facilities and services afforded by the System that are reasonably expected, on the basis of available information and experience and with due allowance for contingencies, to produce in each fiscal year:

(i) Gross Revenues to pay Operating and Maintenance Expenses; and

(ii) Net Revenues sufficient to make the payments due to the Department under this Agreement and to pay all other indebtedness payable from and/or secured by a lien on the properties or revenues of the System.

(D) Special Covenants: The Borrower further covenants and agrees as follows:

(i) It has the lawful power to pledge the Net Revenues to the payments due to the Department under this Agreement as provided herein, and has lawfully exercised such power under the laws of the State of Texas;

(ii) The Borrower shall set water and sewer fees at rates needed to produce System revenues sufficient to make payments on the SIB Loan when due;

(iii) To the extent that it legally may and while this Agreement is outstanding, no franchise shall be granted for the installation or operation of any competing electric light and power, water, or wastewater system other than those owned by the Borrower;

(iv) The pledge of Net Revenues to secure repayment of the SIB Loan is in compliance, and will not conflict with, any existing contract or other obligation secured by or payable from System revenues; and

(v) The Borrower may not sell or otherwise transfer all or a significant portion of the System without providing for payment of the SIB Loan in full on or prior to such sale or transfer.

(2) Reserve Fund.

The Borrower shall maintain a fund at the Borrower's depository bank separate from all other funds and accounts for payment of the SIB Loan in the event of failure by the Borrower to make the required SIB Loan repayments on the required dates (Reserve Fund). As of the Deposit Date, the Borrower shall initiate Annual deposits in the Reserve Fund from available funds of the Borrower, commencing on or before the first day of the month following the Deposit Date (from operating revenues and/or from earnings on investments in the Reserve Fund) an amount not less than Thirty-Five Thousand One Hundred Fifty Dollars ($35,150) until the Reserve Fund contains at least One Hundred Five Thousand Four Hundred Fifty Dollars ($105,450) (Required Reserve).

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Attachment: 2025-101 ATTH 01 City of Texarkana_SIB Loan Agreement_draft for borrower review (4539 : 2025-101 RES Authorizing State

The Reserve Fund shall be maintained separately from any other reserve fund, and the Required Reserve shall not be affected by the issuance of additional debt in accordance with the provisions of this Agreement. The Reserve Fund shall be used to pay the principal of or interest on the SIB Loan at any time when there is not sufficient money available for such purpose.

For the purpose of determining the amount on deposit to the credit of the Reserve Fund, investments in which money in such account shall have been invested shall be computed at the market value of such investment. The amount on deposit to the credit of the Reserve Fund shall be computed by the Borrower at least annually, and shall be computed immediately upon any withdrawal from the Reserve Fund.

When and so long as the money and investments in the Reserve Fund total at least the amount of the Required Reserve, no deposits need be made to the credit of the Reserve Fund; but when and if the Reserve Fund at any time contains less than the Required Reserve (other than during the initial build-up period permitted in the first paragraph of this Section), the Borrower covenants and agrees to cure the deficiency in the required Reserve Fund within twelve (12) months from the date the deficiency in funds occurred. No investment of moneys held in the Reserve Fund shall have a maturity of greater than five years.

(3) Perfection of Security Interest.

Chapter 1208, Texas Government Code, applies to the execution and delivery of the SIB Loan and the pledge of revenues granted by the Borrower herein, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the SIB Loan is outstanding and unpaid such that the pledge of revenues granted by the Borrower pursuant to the paragraph above is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the Department the perfection of the security interest on the pledged revenues in Article I of this Agreement, the Borrower agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

D. Loan Repayment. The SIB Loan is to be repaid over a period of no more than Twenty (20) years, with a final maturity date of August 1, 2044, in accordance with the amortization schedule attached to this Agreement as **Exhibit D**. Principal due on the SIB Loan shall be due annually beginning on August 1, 2027, and on each February 1 and August 1 thereafter including the final principal payment date as shown on **Exhibit D** attached hereto (each a Principal Payment Date), and in the amounts (each a Principal Payment) as shown on **Exhibit D** attached hereto.

The SIB Loan shall bear interest from the Deposit Date as shown on **Exhibit D** at the rate of 3.51% per annum (Loan Rate), such interest to be calculated on the basis of a 360-day year composed of twelve 30-day months (each an Interest Payment). Interest Payments will be due annually beginning on February 1, 2027, and on each August 1 and February 1thereafter in the years as shown on **Exhibit D** attached hereto (each an Interest Payment Date). The Principal Payment Dates and the Interest Payment Dates are collectively referred

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to as (Payment Dates). If a Payment Date is not on a business day, the Interest Payment and/or Principal Payment due shall be made on the next following business day.

E. Draw of Funds from Project Account. SIB Loan funds in the Project Account shall only be drawn upon by the Borrower and used for Project costs as described in this Agreement. All draws from the Project Account for such costs related to the Project shall be in accordance with a requisition prepared by or approved by the Borrower, and all such requisitions and Project costs shall be subject to the review and approval of the Department.

F. Interest and Sinking Fund. The Borrower shall establish at its depository bank a SIB Loan Interest and Sinking Fund. Interest Payments due on the SIB Loan and each Principal Payment due on the SIB Loan shall be deposited into this Interest and Sinking Fund by the Borrower prior to each Payment Date. On or before each Payment Date, the Borrower shall cause its depository bank to transfer from the SIB Loan Interest and Sinking Fund to the Department, the applicable Interest Payment and/or Principal Payment as set forth in this Agreement.

G. Advances. The repayment of all or any portion of the SIB Loan shall not entitle the Borrower to any subsequent advances from the Department, nor shall the Department have any obligation to advance to or for the benefit of the Borrower any amount in excess of the SIB Loan. All costs incurred by the Borrower for its portion of the Project in excess of the par amount of the SIB Loan shall be the responsibility of the Borrower.

H. Prepayment.

(1) Voluntary Prepayment. Principal due on the SIB Loan and interest accrued at the Loan Rate through and including the date of prepayment may be prepaid by the Borrower without penalty, in whole or in part, on any business day.

(2) Mandatory Prepayment. Should the Project or this Agreement be terminated for any reason or should any amounts of disbursed SIB Loan Proceeds not be applied to pay Project costs, the Borrower shall return any misapplied SIB Loan Proceeds or unexpended portion of the SIB Loan Proceeds to the Department as a prepayment.

(3) Application of Prepayments. Upon receipt of a prepayment from the Borrower of a portion (and not the whole) of the outstanding principal amount of the SIB Loan the Department shall apply such prepayment to the outstanding principal due on the SIB Loan;

(4) Upon either voluntary or mandatory prepayment, the remaining principal due on the SIB Loan will be re-amortized over the term of the SIB Loan and **Exhibit D** will be revised by the Department to reflect the remaining Principal Payments and the revised Interest Payments due; and

(5) Such revised **Exhibit D** shall be submitted to the Borrower to be attached to and become an integral part of this Agreement.

I. Late Payment. Payments not received by the applicable Payment Date will bear interest at the Loan Rate (with overdue interest as well as overdue principal bearing interest)

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until paid. Such additional interest shall be calculated by the Department on the basis of a 360-day year composed of twelve 30-day months. The parties may prepare a revised **Exhibit D** (amortization schedule) showing the increase in interest due resulting from late payment, default, or pursuant to other terms and conditions of this Agreement.

J. Payment with Federal Funds. The Borrower hereby covenants and agrees that federal funds will not be used to make payments due on the SIB Loan.

Article 2. Use of SIB Loan for Project Costs

The Department is developing the Project. The Borrower is responsible to fund the actual costs of relocating utilities necessary for the construction of the Project. The Borrower may use the SIB Loan only for the actual costs incurred by the Borrower for such utility relocation necessary for the construction of the Project as detailed in this Agreement.

Article 3. Project Responsibilities for Projects

A. The SIB Loan Proceeds are "secondary funds" and "financial assistance from other than general obligation bond proceeds," as those terms are used in 43 TAC Chapter 6. However, if any federal funds will be used to pay for, or reimburse costs of, the Project, with respect to work on the Project, the Borrower and the Department are required to comply with the requirements of the United States Code, Title 23, for federal-aid highways. The Borrower and the Department must conduct all right-of-way or other land acquisitions, relocations, and utility adjustments in accordance with the United States Code, Title 42 – The Public Health and Welfare, Chapter 61 – Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (the Uniform Act) and the regulations issued thereunder.

B. The Borrower is responsible for funding its portion of Project costs in compliance with all applicable federal, state, and local laws, regulations, policies, and ordinances. The Department has certain rights and responsibilities related to the Project, including ensuring that the completion of the Project is performed in compliance with all applicable laws, regulations, and policies.

C. For state highway improvement project, all plans and specifications for the Project shall be in compliance with the current editions of the design and construction manuals of the Department, and the Standard Specifications for the Construction and Maintenance of Highways, Streets, and Bridges (the "Standard Specifications"), as they may apply. For work on projects not on the state highway system, plans and specifications must be, at a minimum, incompliance with applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

D. All construction plans shall be signed and dated by a professional engineer licensed by the State of Texas.

E. The actions and decisions regarding the Project made by the Department shall not be contestable by the Borrower.

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F. The Borrower shall provide the Department and the Federal Highway Administration, or their authorized representatives, with right of entry or access to all properties or locations necessary to perform the work for the Project, inspect the work, or otherwise aid in the prompt pursuit of the work. The Borrower shall also provide the Department, the Federal Highway Administration, the Comptroller General of the United States, and the Texas State Auditor's Office, or their authorized representatives, with right of access to any books, documents, papers, or other records of the Borrower which are pertinent to the Project or its financing as described in this Agreement, in order to make audits, examinations, excerpts, and transcripts, or to complete the Project accounting described in this Agreement.

Article 4. Project Accounting; Filing of Reports; Retention of Records

A. The Borrower shall account for: (i) all actual costs associated with the Borrower's relocation of utilities necessary for the Project, and (ii) disbursements made to the Department, if any, associated with the Project using generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or state laws or regulations. The Borrower shall maintain its books and records in accordance with generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or State laws or regulations, and with all other applicable federal and state requirements. The Borrower will make its accounting records available at reasonable times to the Department for inspection during performance of the Borrower's work related to the Project and upon its completion.

B. On each Principal Payment Date (until the next Principal Payment Date occurring after the year in which all SIB Loan Proceeds are expended), in a format prescribed by the department, the Borrower shall provide to the Department (one copy to the Department's District Office and one copy to the Department's SIB Administration Office) an accounting of the SIB Loan Proceeds expended (Annual Expenditure Report).

C. The Borrower shall also, at the Borrower's cost, have a full audit of its books and records performed annually by an independent certified public accountant selected by the Borrower and reasonably acceptable to the Department. The audit must be conducted in accordance with generally accepted auditing standards promulgated by the Financial Accounting Standards Board, the Governmental Accounting Standards Board, or the standards of the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-profit Organizations, as applicable, and with all other applicable federal and state requirements. The Borrower shall cause the auditor to provide a full copy of the audit report and any other management letters or auditor's comments directly to the Department within a reasonable period of time after an audit report and any related documents have been provided to the Borrower's governing body.

D. The State Auditor may conduct an audit or investigation of the Borrower with respect to the funds received from the Department directly under this Agreement or of the payments received by third parties from the Borrower using the SIB Loan Proceeds. Acceptance of funds directly under this Agreement or indirectly through payments using SIB Loan Proceeds acts as acceptance of the authority of the State Auditor, under the direction of the legislative

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audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

E. The Borrower shall retain all original Project files, records, accounts, and supporting documents relating to the relocation of Borrower utilities needed for the Project until the later of the date that: (1) the Project is completed; (2) the SIB Loan has been paid in full; or (3) the retention period required by State and federal law ends. The Borrower shall retain, or cause its auditor to retain, all work papers and reports relating to an audit performed pursuant to this Agreement until the fourth anniversary of the date of the audit report, unless the Department notifies the Borrower in writing of a later date for the end of the retention period. During the retention period, the Borrower shall make audit work papers available to the Department within 30 days of the date that the Department requests those papers.

F. All information submitted by the Borrower (annual financial/disclosure information and notices) to the Electronic Municipal Market Access ("EMMA") System of the Municipal Securities Rulemaking Board with respect to the Borrower's bonds and other similar obligations payable from the same revenues as the SIB Loan must be submitted to the Department, within 30 days of posting to EMMA. Such information may be submitted to the Department by hard copy or by notification to the Department of the Borrower's posting with EMMA, together with the applicable CUSIP number(s).

G. The Borrower shall submit to the Department within 30 days of the date of adoption the annual operating and capital budgets adopted by the Borrower each fiscal year under a trust agreement, indenture, bond resolution or ordinance, or equivalent document securing bonds or other obligations issued for a Project, and any amended or supplemental operating or capital budget, approved by the Borrower and certified as correct by its chief administrative officer or chief financial officer.

Article 5. Default

A. The Borrower shall be in default if it fails to repay the SIB Loan (the Principal Payments and the Interest Payments) or otherwise fails to comply with any term of this Agreement. The Department shall not be obligated to take further action nor resume its obligations under this Agreement until the Borrower is no longer in default. The Borrower shall reimburse the Department for all costs or other losses of funds resulting from any default or failure to perform by the Borrower.

B. The Borrower agrees that in the event of a default under this Agreement the Department may, by all legal and equitable means, require the Borrower and any appropriate official of the Borrower (acting solely in his/her official capacity) to remedy any default under, and carry out the provisions of, this Agreement, including specifically the use and filing of mandamus proceedings. Venue for any legal proceedings shall be in Travis County, Texas.

Article 6. Borrower Solely Responsible

The Borrower agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of the Borrower and its agents, employees, officers, or

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contractors performed under this Agreement, and which result from an error, omission, or negligent act of the Borrower or any agent, employee, official, or contractor of the Borrower. Notwithstanding anything in this Agreement to the contrary, this provision shall survive any termination of this Agreement.

Article 7. Termination

This Agreement may be terminated upon the occurrence of any of the following conditions:

A. If both parties to this Agreement agree in writing to such termination; provided, however, that any such termination is specifically subject to the requirements of this Agreement;

B. If the Department is unable to advance the SIB Loan Proceeds to the Borrower, the Department shall terminate this Agreement and provide written notice thereof to the Borrower;

C. If the Borrower is in default on a Principal Payment or Interest Payment required under this Agreement, the Department may declare this Agreement to be terminated, or may exercise any of the rights granted the Department in this Agreement; but the payment obligations of the Borrower shall survive any such termination and shall continue in effect until discharged and satisfied; and

D. Upon repayment in full by the Borrower of the SIB Loan, and compliance by the Borrower with all other requirements of this Agreement, the Department shall execute and deliver to the Borrower a letter or other notice of payment, provided that, upon the execution and delivery of the written notice of payment by the Department, this Agreement shall automatically terminate, except with respect to any obligation of a party related to any losses, costs, expenses, penalties, claims, and liabilities due to the activities of a party, or any agent, employee, official, or contractor of a party, which obligations shall survive such termination.

Article 8. Notices

All notices to either party by the other party required under this Agreement will be delivered personally, via e-mail or sent by U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

Texas Transportation Commission: Texas Department of Transportation Attn: Project Finance and Toll Operations Division SIB Administration 125 East 11th Street Austin, TX 78701-2483 TexasSIB@txdot.gov	**Borrower**: City of Texarkana Attn: Partner / Atchley, Russell, Waldrop & Hlavinka, LLP 220 Texas Blvd Texarkana, TX 75501 jthomason@arwhlaw.com

All notices shall be deemed so delivered or deposited in the mail, unless otherwise provided herein. A party may change the above address by sending written notice of the change to the other party in the manner stated in this Article.

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Article 9. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. In particular, but not by way of limitation, should all or any part of the pledge of security in this Agreement for any reason be held invalid, illegal or unenforceable in any respect, Borrower's obligations under this Agreement shall be treated as current expenses of the Borrower subject to the annual appropriation of lawfully available funds by the governing body of the Borrower for the payment of such obligations.

Article 10. Written Amendments

Any changes in the character, agreement, terms, or responsibilities of the parties must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by both parties. Notwithstanding the foregoing, revisions to **Exhibit D** that occur as contemplated in this Agreement must be in writing, but are not required to be executed by either party.

Article 11. Successors and Assigns

Except as provided in the next following sentence, this Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties. Each party is prohibited from assigning any of the rights or obligations conferred by this Agreement to any third party without the advance written approval of the other party. Any attempted assignment or other transfer of the rights or obligations of this Agreement without the consent of the other party shall be void and may be grounds for termination of this Agreement.

Article 12. Relationship of the Parties

Nothing in this Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent between the Department and the Borrower.

Article 13. Interpretation

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

Article 14. Signatory Authority

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory

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on behalf of the Department and the Borrower, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

Article 15. Taxable Obligations

The SIB Loan is not a "state or local bond" within the meaning of section 103(a) and (c) of the Internal Revenue Code of 1986, as amended; therefore, the interest on the SIB Loan is not excludable from the gross income of the holders thereof for federal income tax purposes.

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*****SIGNATURE PAGES FOLLOW*****

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Each party is signing this Agreement on the date stated next to that party's signature.

CITY OF TEXARKANA

By:_____ Date:_____
David Orr
City Manager
City of Texarkana

TEXAS DEPARTMENT OF TRANSPORTATION

Executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:_____ Date:_____
Benjamin H. Asher
Project Finance and Toll Operations Division Director
Texas Department of Transportation

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EXECUTION PAGE: SIB #S2025-010-01-01

Attachment: 2025-101 ATTH 01 City of Texarkana_SIB Loan Agreement_draft for borrower review (4539 : 2025-101 RES Authorizing State

SIB # S2025-010-01
City of Texarkana - (Atlanta District) CSJ #0046-03-040

Attachment: 2025-101 ATTH 01 City of Texarkana_SIB Loan Agreement_draft for borrower review (4539 : 2025-101 RES Authorizing State

EXHIBIT A

BORROWER'S RESOLUTION(S) AUTHORIZING LOAN APPLICATION

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RESOLUTION NO. 2025-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE STATE INFRASTRUCTURE BANK AND AUTHORIZING THE MAYOR TO ACT ON BEHALF OF THE CITY IN ALL MATTERS RELATING TO THE APPLICATION, FOR A LOAN IN AN AMOUNT UP TO $2,500,000 TO BE USED FOR THE 10" WATER MAIN RELOCATION ALONG US 82; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the City of Texarkana, Texas, (the "City") deems it proper and in the best interest of the City to apply for a loan from the State Infrastructure Bank in an amount up to $2,500,000 to be used for the 10" water main relocation along US 82 from US 259 to the Red River county line due to the widening of US 82; and

WHEREAS, the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose.

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

SECTION 1. The City Council believes that it is in the best interest of the City to apply for a loan from the State Infrastructure Bank in an amount up to $2,500,000 to finance the 10" water main relocation along US 82 from US 259 to the Red River county line due to the widening of US 82.

SECTION 2. The City Council hereby authorizes the Mayor to execute an application for financial assistance from the State Infrastructure Bank and to submit the application, together with all required documentation, to the Texas Department of Transportation for consideration.

SECTION 3. The application summary to be submitted is attached hereto as **Exhibit A** and made a part hereof for all purposes.

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:58pm

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SIB Loan Application Summary

The City is seeking approval to apply for a State Infrastructure Bank (SIB) loan to help fund the relocation of the 10" water main along US 82 from US 259 to RRCL. This relocation is necessary due to TxDOT's planned the widening of US 82.

The loan is anticipated to be no more than **$2,500,000** with a **20-year repayment term**. The initial payment will be deferred for **1 year**, providing financial flexibility as the project progresses. The interest rate will be based on the 20-year AAA Municipal Market Data (MMD) plus applicable adjustments for credit rating and the Economically Disadvantaged County Program. The latest all-in rate quoted by TxDOT at the end of February was 3.24%.

Repayment of the loan will come from the City's **water and sewer revenue**. The loan application is scheduled for submission by the **end of March 2025** and is anticipated to be approved and funded in 4-6 months.

The project is anticipated to begin construction in the **fall of 2025** to meet the TxDOT project schedule. TWU staff plan to complete the project using in-house resources. This is expected to save over $3,000,000 in project costs versus using a third-party contractor.

Approval of this resolution will allow the City to secure funding for this critical infrastructure project, ensuring continued reliable water service for residents and businesses while accommodating highway improvements.

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EXHIBIT B

TEXAS TRANSPORTATION COMMISSION MINUTE ORDER

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TEXAS TRANSPORTATION COMMISSION

Bowie County MINUTE ORDER

Atlanta District

The city of Texarkana (city) has submitted an application for financial assistance in the form of a loan of up to $1,408,000 from the State Infrastructure Bank (SIB) under Transportation Code, Chapter 222, Subchapter D, and Title 43 Texas Administrative Code (TAC), Chapter 6 (SIB Rules). The application satisfies all requirements of the rules, including passage by the city of a resolution authorizing submission of the application to the Texas Department of Transportation (department).

The intended use of the financial assistance conforms to the purposes of the SIB. The city intends to use the financial assistance to pay the city's costs of utility relocation for a non-tolled, on-system project to widen US 82 in Bowie County, Texas (project).

The present and projected financial condition of the SIB is sufficient to cover the requested financial assistance for the project.

The city has proposed a pledge of water and sewer revenues as security for repayment of the loan.

In accordance with the SIB Rules, the executive director has negotiated all the terms of an agreement as necessary to protect the public's safety and to prudently provide for the protection of public funds while furthering the purposes of the SIB, as contained in the terms attached hereto as exhibit A.

The SIB Rules allow for final approval by the Texas Transportation Commission (commission) of any SIB loan in the principal amount of $10 million or less without first going through the preliminary approval process described in the SIB Rules if the financial assistance is to be used for a project for which the department has primary responsibility.

The executive director or his designee implemented actions authorized and required by the SIB Rules for final approval. The executive director recommends that the commission grant final approval of the city's application for financial assistance from the SIB.

In accordance with the SIB Rules, the commission finds that:

1. The project is consistent with the metropolitan transportation plan developed by the applicable metropolitan planning organization, if appropriate.

2. The project will improve the efficiency of the state's transportation systems.

3. The project will expand the availability of funding for transportation projects or reduce direct state costs.

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TEXAS TRANSPORTATION COMMISSION

Bowie County MINUTE ORDER

Atlanta District

4. The application submitted shows that the city is likely to have sufficient revenues to ensure repayment of the financial assistance.

5. Providing financial assistance to the city will protect the public's safety and prudently provide for the protection of public funds, while furthering the purposes of the SIB.

IT IS THEREFORE DETERMINED AND ORDERED by the commission that the application submitted by the city for financial assistance in the form of a loan from the SIB meets the applicable requirements of the SIB Rules and, in accordance with those provisions, the commission grants final approval of the city's application for a SIB loan under the terms attached hereto as exhibit A in an amount not to exceed $1,408,000 to pay the city's cost of utility relocation necessary for the project.

IT IS FURTHER ORDERED by the commission that the executive director or his designee is directed and authorized to enter into a financial assistance agreement with the city, which complies with the SIB Rules, and which contains the terms attached hereto as exhibit A.

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Submitted and reviewed by:

Signed by:
Benjamin H. Asher
E40115FC36E4474...
Director, Project Finance & Toll Operations Division

Recommended by:

DocuSigned by:
Mo Williams
0E1B35AE191749E...
Executive Director

116943 May 21, 2025

Minute Number | Date Passed

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Exhibit A

State Infrastructure Bank Loan Terms

Applicant	Loan Amount (up to)	Pledged Collateral	Term to Maturity (up to)	Initial Repayment Deferral	Interest Rate	Project Descripti
City of Texarkana (S2025-010-01)	$1,408,000	Water and Sewer Revenues	20 years	1 year	3.51%	Utility relocation US 82 in Bowie County, Texas.

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SIB # S2025-010-01
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EXHIBIT C

BORROWER'S RESOLUTION AUTHORIZING LOAN AGREEMENT

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Attachment: 2025-101 ATTH 01 City of Texarkana_SIB Loan Agreement_draft for borrower review (4539 : 2025-101 RES Authorizing State

SIB # S2025-010-01
City of Texarkana - (Atlanta District) CSJ #0046-03-040

EXHIBIT D
AMORTIZATION SCHEDULE

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LOAN SCHEDULE REPORT

EXHIBIT D - AMORTIZATION SCHEDULE

Attachment: 2025-101 ATTH 01 City of Texarkana_SIB Loan Agreement_draft for borrower review (4539 :

Loan Schedule for Texarkana S2025-010-01

Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
1	7/25/2025	3.51%	$0.00	$1,408,000.00	$0.00	$0.00	$0.00	$0.00	$1,408,000.
2	8/1/2025	3.51%	$1,408,000.00	$0.00	$0.00	$0.00	$0.00	$823.68	$1,408,823.
3	2/1/2026	3.51%	$1,408,823.68	$0.00	$0.00	$0.00	$0.00	$24,724.86	$1,433,548.
4	8/1/2026	3.51%	$1,433,548.54	$0.00	$0.00	$0.00	$0.00	$25,158.78	$1,458,707.
5	2/1/2027	3.51%	$1,458,707.32	$0.00	$25,600.31	$0.00	$25,600.31	$0.00	$1,458,707.
6	8/1/2027	3.51%	$1,458,707.32	$0.00	$106,639.61	$81,039.30	$25,600.31	$0.00	$1,377,668.
7	2/1/2028	3.51%	$1,377,668.02	$0.00	$24,178.07	$0.00	$24,178.07	$0.00	$1,377,668.
8	8/1/2028	3.51%	$1,377,668.02	$0.00	$105,217.37	$81,039.30	$24,178.07	$0.00	$1,296,628.
9	2/1/2029	3.51%	$1,296,628.72	$0.00	$22,755.83	$0.00	$22,755.83	$0.00	$1,296,628.
10	8/1/2029	3.51%	$1,296,628.72	$0.00	$103,795.13	$81,039.30	$22,755.83	$0.00	$1,215,589.
11	2/1/2030	3.51%	$1,215,589.42	$0.00	$21,333.59	$0.00	$21,333.59	$0.00	$1,215,589.
12	8/1/2030	3.51%	$1,215,589.42	$0.00	$102,372.89	$81,039.30	$21,333.59	$0.00	$1,134,550.
13	2/1/2031	3.51%	$1,134,550.12	$0.00	$19,911.35	$0.00	$19,911.35	$0.00	$1,134,550.
14	8/1/2031	3.51%	$1,134,550.12	$0.00	$100,950.65	$81,039.30	$19,911.35	$0.00	$1,053,510.
15	2/1/2032	3.51%	$1,053,510.82	$0.00	$18,489.11	$0.00	$18,489.11	$0.00	$1,053,510.
16	8/1/2032	3.51%	$1,053,510.82	$0.00	$99,528.41	$81,039.30	$18,489.11	$0.00	$972,471.
17	2/1/2033	3.51%	$972,471.52	$0.00	$17,066.88	$0.00	$17,066.88	$0.00	$972,471.
18	8/1/2033	3.51%	$972,471.52	$0.00	$98,106.18	$81,039.30	$17,066.88	$0.00	$891,432.
19	2/1/2034	3.51%	$891,432.22	$0.00	$15,644.64	$0.00	$15,644.64	$0.00	$891,432.
20	8/1/2034	3.51%	$891,432.22	$0.00	$96,683.94	$81,039.30	$15,644.64	$0.00	$810,392.
21	2/1/2035	3.51%	$810,392.92	$0.00	$14,222.40	$0.00	$14,222.40	$0.00	$810,392.
22	8/1/2035	3.51%	$810,392.92	$0.00	$95,261.70	$81,039.30	$14,222.40	$0.00	$729,353.

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LOAN SCHEDULE REPORT

Loan Schedule for Texarkana S2025-010-01

Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
23	2/1/2036	3.51%	$729,353.62	$0.00	$12,800.16	$0.00	$12,800.16	$0.00	$729,353.
24	8/1/2036	3.51%	$729,353.62	$0.00	$93,839.46	$81,039.30	$12,800.16	$0.00	$648,314.
25	2/1/2037	3.51%	$648,314.32	$0.00	$11,377.92	$0.00	$11,377.92	$0.00	$648,314.
26	8/1/2037	3.51%	$648,314.32	$0.00	$92,417.22	$81,039.30	$11,377.92	$0.00	$567,275.
27	2/1/2038	3.51%	$567,275.02	$0.00	$9,955.68	$0.00	$9,955.68	$0.00	$567,275.
28	8/1/2038	3.51%	$567,275.02	$0.00	$90,994.98	$81,039.30	$9,955.68	$0.00	$486,235.
29	2/1/2039	3.51%	$486,235.72	$0.00	$8,533.44	$0.00	$8,533.44	$0.00	$486,235.
30	8/1/2039	3.51%	$486,235.72	$0.00	$89,572.74	$81,039.30	$8,533.44	$0.00	$405,196.
31	2/1/2040	3.51%	$405,196.42	$0.00	$7,111.20	$0.00	$7,111.20	$0.00	$405,196.
32	8/1/2040	3.51%	$405,196.42	$0.00	$88,150.50	$81,039.30	$7,111.20	$0.00	$324,157.
33	2/1/2041	3.51%	$324,157.12	$0.00	$5,688.96	$0.00	$5,688.96	$0.00	$324,157.
34	8/1/2041	3.51%	$324,157.12	$0.00	$86,728.26	$81,039.30	$5,688.96	$0.00	$243,117.
35	2/1/2042	3.51%	$243,117.82	$0.00	$4,266.72	$0.00	$4,266.72	$0.00	$243,117.
36	8/1/2042	3.51%	$243,117.82	$0.00	$85,306.02	$81,039.30	$4,266.72	$0.00	$162,078.
37	2/1/2043	3.51%	$162,078.52	$0.00	$2,844.48	$0.00	$2,844.48	$0.00	$162,078.
38	8/1/2043	3.51%	$162,078.52	$0.00	$83,883.78	$81,039.30	$2,844.48	$0.00	$81,039.
39	2/1/2044	3.51%	$81,039.22	$0.00	$1,422.24	$0.00	$1,422.24	$0.00	$81,039.
40	8/1/2044	3.51%	$81,039.22	$0.00	$82,461.46	$81,039.22	$1,422.24	$0.00	$0.

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Attachment: 2025-101 ATTH 01 City of Texarkana_SIB Loan Agreement_draft for borrower review (4539 :

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: 2025-101 Goals & Perspectives (4539 : 2025-101 RES Authorizing State Infrastructure Bank Loan Agreement)

RESOLUTION NO. 2025-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING AND AUTHORIZING THE EXECUTION OF A STATE INFRASTRUCTURE BANK LOAN AGREEMENT FOR A LOAN IN AN AMOUNT UP TO $1,408,000 FOR THE RELOCATION OF THE 10" TREATED WATER MAIN SERVING SEVERAL MEMBER CITIES AND WHOLESALE CUSTOMERS ALONG US 82; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council authorized the submission of a loan application to the State Infrastructure Bank, a revolving loan fund operated by the Texas Department of Transportation ("TxDOT"), pursuant to Resolution 2025-039 [March 10, 2025]; and

WHEREAS, TxDOT, implementing the widening of US 82, required the relocation of a 10" water main along US 82, co-owned by the City of Texarkana, Texas, and other Texas municipalities ("Member Cities") pursuant to 1969 water supply agreements, such line providing treated water to some of those Member Cities and other wholesale customers; and

WHEREAS, the City deems it proper and in its best interest to execute a loan agreement from the State Infrastructure Bank [**ATTH 01**, incorporated herein by reference for all purposes] in an amount up to $1,408,000 to be used for the 10" water main relocation along US 82 from US 259 to the Bowie County / Red River County line due to TxDOT's widening of US 82.

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

SECTION 1. The City Council hereby approves a loan agreement with the State Infrastructure Bank in an amount up to $1,408,000, to be fully repaid over 20 years, for funds necessary to accomplish the 10" water main relocation along US 82 from US 259 to the Bowie County / Red River County line due to the widening of US 82.

SECTION 2. The City Manager is hereby authorized to execute a State Infrastructure Bank loan agreement substantially similar in form attached to this resolution as **ATTH 01** together with all required documentation, to effectuate the intent of this resolution and the City's intent to borrow such funds. The City Manager is further authorized to take or perform any actions required for implementation of this resolution to receive funding from the State Infrastructure Bank.

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:20p.m.

Attachment: 2025-101 RES State Infrastr. Loan Agrmt signed (4539 : 2025-101 RES Authorizing State Infrastructure Bank Loan Agreement)

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

STATE INFRASTRUCTURE BANK LOAN AGREEMENT

This State Infrastructure Bank Loan Agreement (Agreement) is made by and between the Texas Transportation Commission (Commission) acting by and through the Texas Department of Transportation (Department), an agency of the State of Texas (State), and City of Texarkana (Borrower), a political subdivision of the State of Texas, located in Bowie County, Texas.

W I T N E S S E T H

WHEREAS, the Secretary of Transportation of the United States Department of Transportation is authorized by the National Highway System Designation Act (Section 350 of Public Law 104-59) to enter into cooperative agreements with certain states, including Texas, to establish a state infrastructure bank for the purpose of making loans and providing other financial assistance to public and private entities, so as to encourage public and private investment in transportation facilities, expand the availability of funding for transportation projects, and reduce state costs; and

WHEREAS, the Texas Legislature established the State Infrastructure Bank (SIB) as an account in the State Highway Fund to be administered by the Texas Transportation Commission (Transportation Code, Chapter 222, Subchapter D); and

WHEREAS, the Texas Transportation Commission has adopted rules to implement the SIB program, including eligibility criteria for financial assistance (Title 43, Texas Administrative Code (TAC), Part 1, Chapter 6); and

WHEREAS, the Department is developing a project in Bowie County, Texas to widen US 82, identified as CSJ # 0046-03-040 (Project). The Borrower is relocating utilities necessary for the Project; and

WHEREAS, the Borrower is a public entity in Texas and is authorized by law to construct, maintain, or finance the relocation of utility lines necessary for construction of the Project and may borrow money from the SIB under Texas Transportation Code §222.0745 for that purpose; and

WHEREAS, in accordance with 43 TAC §6.23, the Borrower submitted an application to the Department seeking to borrow One Million Four Hundred Eight Thousand Dollars ($1,408,000) from the SIB to pay for the relocation of utility lines necessary for the Project; and

WHEREAS, in accordance with 43 TAC §6.32(c)(2): (1) the Project is consistent with the metropolitan transportation plan developed by a metropolitan planning organization, if applicable; (2) the Project will improve the efficiency of the State's transportation systems;

Attachment: 2025-101 RES State Infrastr. Loan Agrmt signed (4539 : 2025-101 RES Authorizing State Infrastructure Bank Loan Agreement)

(3) the Project will expand the availability of funding for transportation Projects or reduce direct State costs; and (4) the application shows that the Project and the applicant are likely to have sufficient revenues to assure repayment of the financial assistance; and

WHEREAS, in accordance with 43 TAC §6.32(d), if 43 TAC Chapter 2 applies to the project, as provided under 43 TAC §2.3, construction of the project, other than construction activities described in Title 23, United States Code, §101(a)(4)(A), may not begin before an environmental review under Chapter 2 is completed; and

WHEREAS, an environmental review of the Project, in compliance with the Department's environmental rules in 43 TAC Chapter 2, has been conducted as part of the Department's environmental assessment of the Project, and the Project was cleared pursuant to a Programmatic Categorical Exclusion by the Department on April 26, 2023; and

WHEREAS, the Borrower passed Resolution No. 2025-039 on March 10, 2025, authorizing the SIB loan application in the amount of up to Two Million Five Hundred Thousand ($2,500,000). The above-referenced resolution is attached hereto as **Exhibit A**; and

WHEREAS, in accordance with 43 TAC §6.32, the Department reviewed, analyzed, and found the application to be in compliance with the requirements of 43 TAC Chapter 6; and

WHEREAS, the Texas Transportation Commission, in Minute Order No. 116943 dated May 21, 2025, attached hereto as **Exhibit B,** granted final approval of the application from the Borrower to borrow up to One Million Four Hundred Eight Thousand Dollars ($1,408,000) from the SIB, and authorized the Executive Director of the Department or his designee to enter into a financial assistance agreement with the Borrower to finance the Borrower's relocation of utilities necessary for construction the Project; and

WHEREAS, the Borrower also passed Resolution No. Enter resolution number. on Enter resolution date., authorizing the Borrower's City Manager to enter into this Agreement for a loan in the amount of One Million Four Hundred Eight Thousand Dollars ($1,408,000), attached hereto as **Exhibit C**; and

WHEREAS, the Borrower has submitted a certificate warranting that the proposed security is eligible to be used to repay the loan and that the financial assistance will not violate any of the borrowing or bond commitments the borrower may have in place; and

WHEREAS, the Department has determined that the money in the SIB to be used to make the loan is "secondary funds" and "financial assistance from other than general obligation bond proceeds," as those terms are used in 43 TAC Chapter 6; and

WHEREAS, the Borrower will repay the loan with funds other than federal funds.

Attachment: 2025-101 RES State Infrastr. Loan Agrmt signed (4539 : 2025-101 RES Authorizing State Infrastructure Bank Loan Agreement)

NOW, THEREFORE, the Department and the Borrower agree as follows:

A G R E E M E N T

Article 1. Financial Assistance.

A. SIB Loan. The Department, on behalf of the Commission, will make a loan to the Borrower in the amount of One Million Four Hundred Eight Thousand Dollars ($1,408,000) from the SIB (SIB Loan) to finance the actual costs of the Borrower's relocation of utilities necessary for the Project.

B. SIB Loan Disbursement. On July 25, 2025 (Deposit Date), the Department will transfer the amount of One Million Four Hundred Eight Thousand Dollars ($1,408,000) from the SIB (SIB Loan Proceeds) to the Borrower for deposit with the Borrower's depository bank Farmers Bank, located in Texarkana, Texas, into an account established by the Borrower with its depository bank or investment pool as prescribed by state law (Project Account). The Borrower shall use the SIB Loan Proceeds for payment of the Borrower's relocation of utilities necessary for the Project. The Borrower shall not use the SIB Loan Proceeds for any purpose other than that described in this Agreement.

The investment of any SIB Loan Proceeds shall be handled in a manner that complies with the Public Funds Investment Act, Texas Government Code, Chapter 2256. The SIB Loan Proceeds shall be adequately collateralized in a manner that complies with the Public Funds Collateral Act, Texas Government Code, Chapter 2257. The depository bank shall not commingle funds in the Project Account with any other funds held by the depository bank or the investment pool. If, during the course of this Agreement, the Borrower wishes to change its depository bank or investment fund, the Borrower shall obtain the Department's approval prior to the transfer of any remaining SIB Loan Proceeds or any other funds into an equivalent account in the new depository bank or investment fund, subject to the same security and fund segregation requirements described in this Agreement.

C. Security Provisions.

(1) Pledge of Water and Sewer Revenues.

(A) Definitions: For all purposes of this Agreement, the following definitions shall apply:

"Gross Revenues" – All income, receipts and revenues of every nature derived or received from the operation and ownership (excluding refundable meter deposits, restricted gifts and grants in aid of construction) of the System, including earnings and income derived from the investment or deposit of money in any special funds or accounts created and established for the payment and security of obligations payable solely from and secured by a lien on and pledge of the Net Revenues.

"Operating and Maintenance Expenses" – All current expenses of operating and maintaining the System, including all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the

Attachment: 2025-101 RES State Infrastr. Loan Agrmt signed (4539 : 2025-101 RES Authorizing State Infrastructure Bank Loan Agreement)

judgment of the Borrower, reasonably and fairly exercised, are necessary to maintain the operations and render adequate service to the Borrower and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues shall be deducted in determining Net Revenues. Depreciation charges shall not be considered Operating and Maintenance Expenses. Operating and Maintenance Expenses shall include payments under contracts for the purchase of water supply, electric power, and energy or natural gas (in the event of the acquisition of a gas distribution system) or the treatment of sewage and other materials, goods, services, or facilities for the System to the extent authorized by law and the provisions of such contract.

"Net Revenues" – Gross Revenues of the System, with respect to any period, after deducting the Operating and Maintenance Expenses during such period.

System" – All properties, facilities and plants currently owned, operated, and maintained by the Borrower for the supply, treatment, and transmission of treated potable water and sewage, together with all future extensions, improvements, replacements and additions thereto; provided, however, that notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term "System" shall not mean to include facilities of any kind which are declared not to be a part of the System and which are hereafter acquired or constructed by or on behalf of the Borrower with the proceeds from the issuance of "Special Facilities Bonds", which are hereby defined as being special revenue obligations of the Borrower which are payable from and secured by other liens on and pledges of special contract revenues or payments received from any other legal entity in connection with such facilities.

(B) Pledge of System Net Revenues: The Borrower hereby covenants and agrees that the Net Revenues are hereby irrevocably pledged to the payment of amounts due to the Department from the Borrower under this Agreement. The pledge of Net Revenues granted by the Borrower shall be perfected in accordance with Chapter 9 or Chapter 261, Texas Business and Commerce Code. In order to preserve to the State the perfection of the security interest in said pledge, the Borrower agrees to make all Uniform Commercial Code filings necessary to perfect the Department's security interest in the Borrower's pledge of Net Revenues under Texas law, and to comply with the applicable provisions of Chapter 9 and Chapter 261, Texas Business and Commerce Code. Such pledge of Net Revenues shall be subordinate to:

(i) Waterworks and Sanitary Sewer System Revenue Bonds, Series 2013; and

(ii) Waterworks and Sanitary Sewer System Revenue Bonds, Series 2023.

The Borrower covenants and agrees that, upon satisfaction of debt service payments on all prior lien debt, Net Revenues will be used first to satisfy the Borrower's payment obligations to the Department under this Agreement, before using Net Revenues for any other purpose.

Attachment: 2025-101 RES State Infrastr. Loan Agrmt signed (4539 : 2025-101 RES Authorizing State Infrastructure Bank Loan Agreement)

(C) Rates and Charges: The Borrower hereby agrees, while this Agreement is outstanding, to establish and maintain rates and charges for facilities and services afforded by the System that are reasonably expected, on the basis of available information and experience and with due allowance for contingencies, to produce in each fiscal year:

(i) Gross Revenues to pay Operating and Maintenance Expenses; and

(ii) Net Revenues sufficient to make the payments due to the Department under this Agreement and to pay all other indebtedness payable from and/or secured by a lien on the properties or revenues of the System.

(D) Special Covenants: The Borrower further covenants and agrees as follows:

(i) It has the lawful power to pledge the Net Revenues to the payments due to the Department under this Agreement as provided herein, and has lawfully exercised such power under the laws of the State of Texas;

(ii) The Borrower shall set water and sewer fees at rates needed to produce System revenues sufficient to make payments on the SIB Loan when due;

(iii) To the extent that it legally may and while this Agreement is outstanding, no franchise shall be granted for the installation or operation of any competing electric light and power, water, or wastewater system other than those owned by the Borrower;

(iv) The pledge of Net Revenues to secure repayment of the SIB Loan is in compliance, and will not conflict with, any existing contract or other obligation secured by or payable from System revenues; and

(v) The Borrower may not sell or otherwise transfer all or a significant portion of the System without providing for payment of the SIB Loan in full on or prior to such sale or transfer.

(2) Reserve Fund.

The Borrower shall maintain a fund at the Borrower's depository bank separate from all other funds and accounts for payment of the SIB Loan in the event of failure by the Borrower to make the required SIB Loan repayments on the required dates (Reserve Fund). As of the Deposit Date, the Borrower shall initiate Annual deposits in the Reserve Fund from available funds of the Borrower, commencing on or before the first day of the month following the Deposit Date (from operating revenues and/or from earnings on investments in the Reserve Fund) an amount not less than Thirty-Five Thousand One Hundred Fifty Dollars ($35,150) until the Reserve Fund contains at least One Hundred Five Thousand Four Hundred Fifty Dollars ($105,450) (Required Reserve).

Attachment: 2025-101 RES State Infrastr. Loan Agrmt signed (4539 : 2025-101 RES Authorizing State Infrastructure Bank Loan Agreement)

The Reserve Fund shall be maintained separately from any other reserve fund, and the Required Reserve shall not be affected by the issuance of additional debt in accordance with the provisions of this Agreement. The Reserve Fund shall be used to pay the principal of or interest on the SIB Loan at any time when there is not sufficient money available for such purpose.

For the purpose of determining the amount on deposit to the credit of the Reserve Fund, investments in which money in such account shall have been invested shall be computed at the market value of such investment. The amount on deposit to the credit of the Reserve Fund shall be computed by the Borrower at least annually, and shall be computed immediately upon any withdrawal from the Reserve Fund.

When and so long as the money and investments in the Reserve Fund total at least the amount of the Required Reserve, no deposits need be made to the credit of the Reserve Fund; but when and if the Reserve Fund at any time contains less than the Required Reserve (other than during the initial build-up period permitted in the first paragraph of this Section), the Borrower covenants and agrees to cure the deficiency in the required Reserve Fund within twelve (12) months from the date the deficiency in funds occurred. No investment of moneys held in the Reserve Fund shall have a maturity of greater than five years.

(3) Perfection of Security Interest.

Chapter 1208, Texas Government Code, applies to the execution and delivery of the SIB Loan and the pledge of revenues granted by the Borrower herein, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the SIB Loan is outstanding and unpaid such that the pledge of revenues granted by the Borrower pursuant to the paragraph above is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the Department the perfection of the security interest on the pledged revenues in Article I of this Agreement, the Borrower agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

D. Loan Repayment. The SIB Loan is to be repaid over a period of no more than Twenty (20) years, with a final maturity date of August 1, 2044, in accordance with the amortization schedule attached to this Agreement as **Exhibit D**. Principal due on the SIB Loan shall be due annually beginning on August 1, 2027, and on each February 1 and August 1 thereafter including the final principal payment date as shown on **Exhibit D** attached hereto (each a Principal Payment Date), and in the amounts (each a Principal Payment) as shown on **Exhibit D** attached hereto.

The SIB Loan shall bear interest from the Deposit Date as shown on **Exhibit D** at the rate of 3.51% per annum (Loan Rate), such interest to be calculated on the basis of a 360-day year composed of twelve 30-day months (each an Interest Payment). Interest Payments will be due annually beginning on February 1, 2027, and on each August 1 and February 1thereafter in the years as shown on **Exhibit D** attached hereto (each an Interest Payment Date). The Principal Payment Dates and the Interest Payment Dates are collectively referred

Attachment: 2025-101 RES State Infrastr. Loan Agrmt signed (4539 : 2025-101 RES Authorizing State Infrastructure Bank Loan Agreement)

to as (Payment Dates). If a Payment Date is not on a business day, the Interest Payment and/or Principal Payment due shall be made on the next following business day.

E. Draw of Funds from Project Account. SIB Loan funds in the Project Account shall only be drawn upon by the Borrower and used for Project costs as described in this Agreement. All draws from the Project Account for such costs related to the Project shall be in accordance with a requisition prepared by or approved by the Borrower, and all such requisitions and Project costs shall be subject to the review and approval of the Department.

F. Interest and Sinking Fund. The Borrower shall establish at its depository bank a SIB Loan Interest and Sinking Fund. Interest Payments due on the SIB Loan and each Principal Payment due on the SIB Loan shall be deposited into this Interest and Sinking Fund by the Borrower prior to each Payment Date. On or before each Payment Date, the Borrower shall cause its depository bank to transfer from the SIB Loan Interest and Sinking Fund to the Department, the applicable Interest Payment and/or Principal Payment as set forth in this Agreement.

G. Advances. The repayment of all or any portion of the SIB Loan shall not entitle the Borrower to any subsequent advances from the Department, nor shall the Department have any obligation to advance to or for the benefit of the Borrower any amount in excess of the SIB Loan. All costs incurred by the Borrower for its portion of the Project in excess of the par amount of the SIB Loan shall be the responsibility of the Borrower.

H. Prepayment.

(1) Voluntary Prepayment. Principal due on the SIB Loan and interest accrued at the Loan Rate through and including the date of prepayment may be prepaid by the Borrower without penalty, in whole or in part, on any business day.

(2) Mandatory Prepayment. Should the Project or this Agreement be terminated for any reason or should any amounts of disbursed SIB Loan Proceeds not be applied to pay Project costs, the Borrower shall return any misapplied SIB Loan Proceeds or unexpended portion of the SIB Loan Proceeds to the Department as a prepayment.

(3) Application of Prepayments. Upon receipt of a prepayment from the Borrower of a portion (and not the whole) of the outstanding principal amount of the SIB Loan the Department shall apply such prepayment to the outstanding principal due on the SIB Loan;

(4) Upon either voluntary or mandatory prepayment, the remaining principal due on the SIB Loan will be re-amortized over the term of the SIB Loan and **Exhibit D** will be revised by the Department to reflect the remaining Principal Payments and the revised Interest Payments due; and

(5) Such revised **Exhibit D** shall be submitted to the Borrower to be attached to and become an integral part of this Agreement.

I. Late Payment. Payments not received by the applicable Payment Date will bear interest at the Loan Rate (with overdue interest as well as overdue principal bearing interest)

Attachment: 2025-101 RES State Infrastr. Loan Agrmt signed (4539 : 2025-101 RES Authorizing State Infrastructure Bank Loan Agreement)

until paid. Such additional interest shall be calculated by the Department on the basis of a 360-day year composed of twelve 30-day months. The parties may prepare a revised **Exhibit D** (amortization schedule) showing the increase in interest due resulting from late payment, default, or pursuant to other terms and conditions of this Agreement.

J. Payment with Federal Funds. The Borrower hereby covenants and agrees that federal funds will not be used to make payments due on the SIB Loan.

Article 2. Use of SIB Loan for Project Costs

The Department is developing the Project. The Borrower is responsible to fund the actual costs of relocating utilities necessary for the construction of the Project. The Borrower may use the SIB Loan only for the actual costs incurred by the Borrower for such utility relocation necessary for the construction of the Project as detailed in this Agreement.

Article 3. Project Responsibilities for Projects

A. The SIB Loan Proceeds are "secondary funds" and "financial assistance from other than general obligation bond proceeds," as those terms are used in 43 TAC Chapter 6. However, if any federal funds will be used to pay for, or reimburse costs of, the Project, with respect to work on the Project, the Borrower and the Department are required to comply with the requirements of the United States Code, Title 23, for federal-aid highways. The Borrower and the Department must conduct all right-of-way or other land acquisitions, relocations, and utility adjustments in accordance with the United States Code, Title 42 – The Public Health and Welfare, Chapter 61 – Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (the Uniform Act) and the regulations issued thereunder.

B. The Borrower is responsible for funding its portion of Project costs in compliance with all applicable federal, state, and local laws, regulations, policies, and ordinances. The Department has certain rights and responsibilities related to the Project, including ensuring that the completion of the Project is performed in compliance with all applicable laws, regulations, and policies.

C. For state highway improvement project, all plans and specifications for the Project shall be in compliance with the current editions of the design and construction manuals of the Department, and the Standard Specifications for the Construction and Maintenance of Highways, Streets, and Bridges (the "Standard Specifications"), as they may apply. For work on projects not on the state highway system, plans and specifications must be, at a minimum, incompliance with applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

D. All construction plans shall be signed and dated by a professional engineer licensed by the State of Texas.

E. The actions and decisions regarding the Project made by the Department shall not be contestable by the Borrower.

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F. The Borrower shall provide the Department and the Federal Highway Administration, or their authorized representatives, with right of entry or access to all properties or locations necessary to perform the work for the Project, inspect the work, or otherwise aid in the prompt pursuit of the work. The Borrower shall also provide the Department, the Federal Highway Administration, the Comptroller General of the United States, and the Texas State Auditor's Office, or their authorized representatives, with right of access to any books, documents, papers, or other records of the Borrower which are pertinent to the Project or its financing as described in this Agreement, in order to make audits, examinations, excerpts, and transcripts, or to complete the Project accounting described in this Agreement.

Article 4. Project Accounting; Filing of Reports; Retention of Records

A. The Borrower shall account for: (i) all actual costs associated with the Borrower's relocation of utilities necessary for the Project, and (ii) disbursements made to the Department, if any, associated with the Project using generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or state laws or regulations. The Borrower shall maintain its books and records in accordance with generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or State laws or regulations, and with all other applicable federal and state requirements. The Borrower will make its accounting records available at reasonable times to the Department for inspection during performance of the Borrower's work related to the Project and upon its completion.

B. On each Principal Payment Date (until the next Principal Payment Date occurring after the year in which all SIB Loan Proceeds are expended), in a format prescribed by the department, the Borrower shall provide to the Department (one copy to the Department's District Office and one copy to the Department's SIB Administration Office) an accounting of the SIB Loan Proceeds expended (Annual Expenditure Report).

C. The Borrower shall also, at the Borrower's cost, have a full audit of its books and records performed annually by an independent certified public accountant selected by the Borrower and reasonably acceptable to the Department. The audit must be conducted in accordance with generally accepted auditing standards promulgated by the Financial Accounting Standards Board, the Governmental Accounting Standards Board, or the standards of the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-profit Organizations, as applicable, and with all other applicable federal and state requirements. The Borrower shall cause the auditor to provide a full copy of the audit report and any other management letters or auditor's comments directly to the Department within a reasonable period of time after an audit report and any related documents have been provided to the Borrower's governing body.

D. The State Auditor may conduct an audit or investigation of the Borrower with respect to the funds received from the Department directly under this Agreement or of the payments received by third parties from the Borrower using the SIB Loan Proceeds. Acceptance of funds directly under this Agreement or indirectly through payments using SIB Loan Proceeds acts as acceptance of the authority of the State Auditor, under the direction of the legislative

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audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

E. The Borrower shall retain all original Project files, records, accounts, and supporting documents relating to the relocation of Borrower utilities needed for the Project until the later of the date that: (1) the Project is completed; (2) the SIB Loan has been paid in full; or (3) the retention period required by State and federal law ends. The Borrower shall retain, or cause its auditor to retain, all work papers and reports relating to an audit performed pursuant to this Agreement until the fourth anniversary of the date of the audit report, unless the Department notifies the Borrower in writing of a later date for the end of the retention period. During the retention period, the Borrower shall make audit work papers available to the Department within 30 days of the date that the Department requests those papers.

F. All information submitted by the Borrower (annual financial/disclosure information and notices) to the Electronic Municipal Market Access ("EMMA") System of the Municipal Securities Rulemaking Board with respect to the Borrower's bonds and other similar obligations payable from the same revenues as the SIB Loan must be submitted to the Department, within 30 days of posting to EMMA. Such information may be submitted to the Department by hard copy or by notification to the Department of the Borrower's posting with EMMA, together with the applicable CUSIP number(s).

G. The Borrower shall submit to the Department within 30 days of the date of adoption the annual operating and capital budgets adopted by the Borrower each fiscal year under a trust agreement, indenture, bond resolution or ordinance, or equivalent document securing bonds or other obligations issued for a Project, and any amended or supplemental operating or capital budget, approved by the Borrower and certified as correct by its chief administrative officer or chief financial officer.

Article 5. Default

A. The Borrower shall be in default if it fails to repay the SIB Loan (the Principal Payments and the Interest Payments) or otherwise fails to comply with any term of this Agreement. The Department shall not be obligated to take further action nor resume its obligations under this Agreement until the Borrower is no longer in default. The Borrower shall reimburse the Department for all costs or other losses of funds resulting from any default or failure to perform by the Borrower.

B. The Borrower agrees that in the event of a default under this Agreement the Department may, by all legal and equitable means, require the Borrower and any appropriate official of the Borrower (acting solely in his/her official capacity) to remedy any default under, and carry out the provisions of, this Agreement, including specifically the use and filing of mandamus proceedings. Venue for any legal proceedings shall be in Travis County, Texas.

Article 6. Borrower Solely Responsible

The Borrower agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of the Borrower and its agents, employees, officers, or

Attachment: 2025-101 RES State Infrastr. Loan Agrmt signed (4539 : 2025-101 RES Authorizing State Infrastructure Bank Loan Agreement)

contractors performed under this Agreement, and which result from an error, omission, or negligent act of the Borrower or any agent, employee, official, or contractor of the Borrower. Notwithstanding anything in this Agreement to the contrary, this provision shall survive any termination of this Agreement.

Article 7. Termination

This Agreement may be terminated upon the occurrence of any of the following conditions:

A. If both parties to this Agreement agree in writing to such termination; provided, however, that any such termination is specifically subject to the requirements of this Agreement;

B. If the Department is unable to advance the SIB Loan Proceeds to the Borrower, the Department shall terminate this Agreement and provide written notice thereof to the Borrower;

C. If the Borrower is in default on a Principal Payment or Interest Payment required under this Agreement, the Department may declare this Agreement to be terminated, or may exercise any of the rights granted the Department in this Agreement; but the payment obligations of the Borrower shall survive any such termination and shall continue in effect until discharged and satisfied; and

D. Upon repayment in full by the Borrower of the SIB Loan, and compliance by the Borrower with all other requirements of this Agreement, the Department shall execute and deliver to the Borrower a letter or other notice of payment, provided that, upon the execution and delivery of the written notice of payment by the Department, this Agreement shall automatically terminate, except with respect to any obligation of a party related to any losses, costs, expenses, penalties, claims, and liabilities due to the activities of a party, or any agent, employee, official, or contractor of a party, which obligations shall survive such termination.

Article 8. Notices

All notices to either party by the other party required under this Agreement will be delivered personally, via e-mail or sent by U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

Texas Transportation Commission: Texas Department of Transportation Attn: Project Finance and Toll Operations Division SIB Administration 125 East 11th Street Austin, TX 78701-2483 TexasSIB@txdot.gov	**Borrower**: City of Texarkana Attn: Partner / Atchley, Russell, Waldrop & Hlavinka, LLP 220 Texas Blvd Texarkana, TX 75501 jthomason@arwhlaw.com

All notices shall be deemed so delivered or deposited in the mail, unless otherwise provided herein. A party may change the above address by sending written notice of the change to the other party in the manner stated in this Article.

Attachment: 2025-101 RES State Infrastr. Loan Agrmt signed (4539 : 2025-101 RES Authorizing State Infrastructure Bank Loan Agreement)

Article 9. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. In particular, but not by way of limitation, should all or any part of the pledge of security in this Agreement for any reason be held invalid, illegal or unenforceable in any respect, Borrower's obligations under this Agreement shall be treated as current expenses of the Borrower subject to the annual appropriation of lawfully available funds by the governing body of the Borrower for the payment of such obligations.

Article 10. Written Amendments

Any changes in the character, agreement, terms, or responsibilities of the parties must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by both parties. Notwithstanding the foregoing, revisions to **Exhibit D** that occur as contemplated in this Agreement must be in writing, but are not required to be executed by either party.

Article 11. Successors and Assigns

Except as provided in the next following sentence, this Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties. Each party is prohibited from assigning any of the rights or obligations conferred by this Agreement to any third party without the advance written approval of the other party. Any attempted assignment or other transfer of the rights or obligations of this Agreement without the consent of the other party shall be void and may be grounds for termination of this Agreement.

Article 12. Relationship of the Parties

Nothing in this Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent between the Department and the Borrower.

Article 13. Interpretation

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

Article 14. Signatory Authority

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory

Attachment: 2025-101 RES State Infrastr. Loan Agrmt signed (4539 : 2025-101 RES Authorizing State Infrastructure Bank Loan Agreement)

on behalf of the Department and the Borrower, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

Article 15. Taxable Obligations

The SIB Loan is not a "state or local bond" within the meaning of section 103(a) and (c) of the Internal Revenue Code of 1986, as amended; therefore, the interest on the SIB Loan is not excludable from the gross income of the holders thereof for federal income tax purposes.

*****SIGNATURE PAGES FOLLOW*****

Attachment: 2025-101 RES State Infrastr. Loan Agrmt signed (4539 : 2025-101 RES Authorizing State Infrastructure Bank Loan Agreement)

Each party is signing this Agreement on the date stated next to that party's signature.

CITY OF TEXARKANA

By:_____ Date:_____

David Orr
City Manager
City of Texarkana

TEXAS DEPARTMENT OF TRANSPORTATION

Executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:_____ Date:_____

Benjamin H. Asher
Project Finance and Toll Operations Division Director
Texas Department of Transportation

EXECUTION PAGE: SIB #S2025-010-01-01

Attachment: 2025-101 RES State Infrastr. Loan Agrmt signed (4539 : 2025-101 RES Authorizing State Infrastructure Bank Loan Agreement)

SIB # S2025-010-01
City of Texarkana - (Atlanta District) CSJ #0046-03-040

EXHIBIT A

BORROWER'S RESOLUTION(S) AUTHORIZING LOAN APPLICATION



Attachment: 2025-101 RES State Infrastr. Loan Agrmt signed (4539 : 2025-101 RES Authorizing State Infrastructure Bank Loan Agreement)

Attachment: 2025-101 RES State Infrastr. Loan Agrmt signed (4539 : 2025-101 RES Authorizing State Infrastructure Bank Loan Agreement)

RESOLUTION NO. 2025-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE STATE INFRASTRUCTURE BANK AND AUTHORIZING THE MAYOR TO ACT ON BEHALF OF THE CITY IN ALL MATTERS RELATING TO THE APPLICATION, FOR A LOAN IN AN AMOUNT UP TO $2,500,000 TO BE USED FOR THE 10" WATER MAIN RELOCATION ALONG US 82; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the City of Texarkana, Texas, (the "City") deems it proper and in the best interest of the City to apply for a loan from the State Infrastructure Bank in an amount up to $2,500,000 to be used for the 10" water main relocation along US 82 from US 259 to the Red River county line due to the widening of US 82; and

WHEREAS, the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose.

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

SECTION 1. The City Council believes that it is in the best interest of the City to apply for a loan from the State Infrastructure Bank in an amount up to $2,500,000 to finance the 10" water main relocation along US 82 from US 259 to the Red River county line due to the widening of US 82.

SECTION 2. The City Council hereby authorizes the Mayor to execute an application for financial assistance from the State Infrastructure Bank and to submit the application, together with all required documentation, to the Texas Department of Transportation for consideration.

SECTION 3. The application summary to be submitted is attached hereto as **Exhibit A** and made a part hereof for all purposes.

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:58pm

DRAFT

SIB Loan Application Summary

The City is seeking approval to apply for a State Infrastructure Bank (SIB) loan to help fund the relocation of the 10" water main along US 82 from US 259 to RRCL. This relocation is necessary due to TxDOT's planned the widening of US 82.

The loan is anticipated to be no more than **$2,500,000** with a **20-year repayment term.** The initial payment will be deferred for **1 year,** providing financial flexibility as the project progresses. The interest rate will be based on the 20-year AAA Municipal Market Data (MMD) plus applicable adjustments for credit rating and the Economically Disadvantaged County Program. The latest all-in rate quoted by TxDOT at the end of February was 3.24%.

Repayment of the loan will come from the City's **water and sewer revenue.** The loan application is scheduled for submission by the **end of March 2025** and is anticipated to be approved and funded in 4-6 months.

The project is anticipated to begin construction in the **fall of 2025** to meet the TxDOT project schedule. TWU staff plan to complete the project using in-house resources. This is expected to save over $3,000,000 in project costs versus using a third-party contractor.

Approval of this resolution will allow the City to secure funding for this critical infrastructure project, ensuring continued reliable water service for residents and businesses while accommodating highway improvements.

DRAFT

Attachment: 2025-101 RES State Infrastr. Loan Agrmt signed (4539 : 2025-101 RES Authorizing State Infrastructure Bank Loan Agreement)

EXHIBIT B

TEXAS TRANSPORTATION COMMISSION MINUTE ORDER



Attachment: 2025-101 RES State Infrastr. Loan Agrmt signed (4539 : 2025-101 RES Authorizing State Infrastructure Bank Loan Agreement)

TEXAS TRANSPORTATION COMMISSION

Bowie County MINUTE ORDER

Atlanta District

The city of Texarkana (city) has submitted an application for financial assistance in the form of a loan of up to $1,408,000 from the State Infrastructure Bank (SIB) under Transportation Code, Chapter 222, Subchapter D, and Title 43 Texas Administrative Code (TAC), Chapter 6 (SIB Rules). The application satisfies all requirements of the rules, including passage by the city of a resolution authorizing submission of the application to the Texas Department of Transportation (department).

The intended use of the financial assistance conforms to the purposes of the SIB. The city intends to use the financial assistance to pay the city's costs of utility relocation for a non-tolled, on-system project to widen US 82 in Bowie County, Texas (project).

The present and projected financial condition of the SIB is sufficient to cover the requested financial assistance for the project.

The city has proposed a pledge of water and sewer revenues as security for repayment of the loan.

In accordance with the SIB Rules, the executive director has negotiated all the terms of an agreement as necessary to protect the public's safety and to prudently provide for the protection of public funds while furthering the purposes of the SIB, as contained in the terms attached hereto as exhibit A.

The SIB Rules allow for final approval by the Texas Transportation Commission (commission) of any SIB loan in the principal amount of $10 million or less without first going through the preliminary approval process described in the SIB Rules if the financial assistance is to be used for a project for which the department has primary responsibility.

The executive director or his designee implemented actions authorized and required by the SIB Rules for final approval. The executive director recommends that the commission grant final approval of the city's application for financial assistance from the SIB.

In accordance with the SIB Rules, the commission finds that:

1. The project is consistent with the metropolitan transportation plan developed by the applicable metropolitan planning organization, if appropriate.

2. The project will improve the efficiency of the state's transportation systems.

3. The project will expand the availability of funding for transportation projects or reduce direct state costs.

Attachment: 2025-101 RES State Infrastr. Loan Agrmt signed (4539 : 2025-101 RES Authorizing State Infrastructure Bank Loan Agreement)

TEXAS TRANSPORTATION COMMISSION

4. The application submitted shows that the city is likely to have sufficient revenues to ensure repayment of the financial assistance.

5. Providing financial assistance to the city will protect the public's safety and prudently provide for the protection of public funds, while furthering the purposes of the SIB.

IT IS THEREFORE DETERMINED AND ORDERED by the commission that the application submitted by the city for financial assistance in the form of a loan from the SIB meets the applicable requirements of the SIB Rules and, in accordance with those provisions, the commission grants final approval of the city's application for a SIB loan under the terms attached hereto as exhibit A in an amount not to exceed $1,408,000 to pay the city's cost of utility relocation necessary for the project.

IT IS FURTHER ORDERED by the commission that the executive director or his designee is directed and authorized to enter into a financial assistance agreement with the city, which complies with the SIB Rules, and which contains the terms attached hereto as exhibit A.

Submitted and reviewed by:

Signed by:
Benjamin H. Asher
E401F5FC36E4474...
Director, Project Finance & Toll Operations Division

Recommended by:

DocuSigned by:
Mark Williams
0E1B35AE191749E...
Executive Director

116943 May 21, 2025

Minute Number | Date Passed

Attachment: 2025-101 RES State Infrastr. Loan Agrmt signed (4539 : 2025-101 RES Authorizing State Infrastructure Bank Loan Agreement)

Exhibit A

State Infrastructure Bank Loan Terms

Applicant	Loan Amount (up to)	Pledged Collateral	Term to Maturity (up to)	Initial Repayment Deferral	Interest Rate	Project Descripti
City of Texarkana (S2025-010-01)	$1,408,000	Water and Sewer Revenues	20 years	1 year	3.51%	Utility relocation US 82 in Bowie County, Texas

Attachment: 2025-101 RES State Infrastr. Loan Agrmt signed (4539 : 2025-101 RES Authorizing State Infrastructure Bank Loan Agreement)

SIB # S2025-010-01
City of Texarkana - (Atlanta District) CSJ #0046-03-040

EXHIBIT C

BORROWER'S RESOLUTION AUTHORIZING LOAN AGREEMENT

Attachment: 2025-101 RES State Infrastr. Loan Agrmt signed (4539 : 2025-101 RES Authorizing State Infrastructure Bank Loan Agreement)

SIB # S2025-010-01
City of Texarkana - (Atlanta District) CSJ #0046-03-040

EXHIBIT D
AMORTIZATION SCHEDULE

Attachment: 2025-101 RES State Infrastr. Loan Agrmt signed (4539 : 2025-101 RES Authorizing State Infrastructure Bank Loan Agreement)

N SCHEDULE REPORT

EXHIBIT D - AMORTIZATION SCHE

exarkana S2025-010-01

e	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized
)25	3.51%	$0.00	$1,408,000.00	$0.00	$0.00	$0.00	$0.00
25	3.51%	$1,408,000.00	$0.00	$0.00	$0.00	$0.00	$823.68
26	3.51%	$1,408,823.68	$0.00	$0.00	$0.00	$0.00	$24,724.86
26	3.51%	$1,433,548.54	$0.00	$0.00	$0.00	$0.00	$25,158.78
27	3.51%	$1,458,707.32	$0.00	$25,600.31	$0.00	$25,600.31	$0.00
27	3.51%	$1,458,707.32	$0.00	$106,639.61	$81,039.30	$25,600.31	$0.00
28	3.51%	$1,377,668.02	$0.00	$24,178.07	$0.00	$24,178.07	$0.00
28	3.51%	$1,377,668.02	$0.00	$105,217.37	$81,039.30	$24,178.07	$0.00
29	3.51%	$1,296,628.72	$0.00	$22,755.83	$0.00	$22,755.83	$0.00
29	3.51%	$1,296,628.72	$0.00	$103,795.13	$81,039.30	$22,755.83	$0.00
30	3.51%	$1,215,589.42	$0.00	$21,333.59	$0.00	$21,333.59	$0.00
30	3.51%	$1,215,589.42	$0.00	$102,372.89	$81,039.30	$21,333.59	$0.00
31	3.51%	$1,134,550.12	$0.00	$19,911.35	$0.00	$19,911.35	$0.00
31	3.51%	$1,134,550.12	$0.00	$100,950.65	$81,039.30	$19,911.35	$0.00
32	3.51%	$1,053,510.82	$0.00	$18,489.11	$0.00	$18,489.11	$0.00
32	3.51%	$1,053,510.82	$0.00	$99,528.41	$81,039.30	$18,489.11	$0.00
33	3.51%	$972,471.52	$0.00	$17,066.88	$0.00	$17,066.88	$0.00
33	3.51%	$972,471.52	$0.00	$98,106.18	$81,039.30	$17,066.88	$0.00
34	3.51%	$891,432.22	$0.00	$15,644.64	$0.00	$15,644.64	$0.00
34	3.51%	$891,432.22	$0.00	$96,683.94	$81,039.30	$15,644.64	$0.00
35	3.51%	$810,392.92	$0.00	$14,222.40	$0.00	$14,222.40	$0.00
35	3.51%	$810,392.92	$0.00	$95,261.70	$81,039.30	$14,222.40	$0.00

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N SCHEDULE REPORT

Texarkana S2025-010-01

	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	
36	3.51%	$729,353.62	$0.00	$12,800.16	$0.00	$12,800.16	$0.00	
36	3.51%	$729,353.62	$0.00	$93,839.46	$81,039.30	$12,800.16	$0.00	
37	3.51%	$648,314.32	$0.00	$11,377.92	$0.00	$11,377.92	$0.00	
37	3.51%	$648,314.32	$0.00	$92,417.22	$81,039.30	$11,377.92	$0.00	
38	3.51%	$567,275.02	$0.00	$9,955.68	$0.00	$9,955.68	$0.00	
38	3.51%	$567,275.02	$0.00	$90,994.98	$81,039.30	$9,955.68	$0.00	
39	3.51%	$486,235.72	$0.00	$8,533.44	$0.00	$8,533.44	$0.00	
39	3.51%	$486,235.72	$0.00	$89,572.74	$81,039.30	$8,533.44	$0.00	
40	3.51%	$405,196.42	$0.00	$7,111.20	$0.00	$7,111.20	$0.00	
40	3.51%	$405,196.42	$0.00	$88,150.50	$81,039.30	$7,111.20	$0.00	
41	3.51%	$324,157.12	$0.00	$5,688.96	$0.00	$5,688.96	$0.00	
41	3.51%	$324,157.12	$0.00	$86,728.26	$81,039.30	$5,688.96	$0.00	
42	3.51%	$243,117.82	$0.00	$4,266.72	$0.00	$4,266.72	$0.00	
42	3.51%	$243,117.82	$0.00	$85,306.02	$81,039.30	$4,266.72	$0.00	
43	3.51%	$162,078.52	$0.00	$2,844.48	$0.00	$2,844.48	$0.00	
43	3.51%	$162,078.52	$0.00	$83,883.78	$81,039.30	$2,844.48	$0.00	
44	3.51%	$81,039.22	$0.00	$1,422.24	$0.00	$1,422.24	$0.00	
44	3.51%	$81,039.22	$0.00	$82,461.46	$81,039.22	$1,422.24	$0.00	

Attachment: 2025-101 RES State Infrastr. Loan Agrmt signed (4539 : 2025-101 RES Authorizing State

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 8/12/2025 2:59 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2025-100 amending Chapters 28, 36, and 140 of the City's Code of Ordinances relating to the regulation of coin-operated machines, distance restrictions in all zoning districts for exhibition of coin-operated machines, and prohibition of gambling devices and certain amusement redemption machines.		

Briefing: 8/11/2025 **Public Hearing:** 8/11/2025 **Council Vote:** 8/11/2025

Item Schedule

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

Updates/History of Briefing:

Ordinance No. 2025-040, amended by Ordinance No. 2025-078, approved a 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.

Ordinance No. 2025-040 recited pending (at the time) companion bills filed with the Texas Legislature, addressing proposed amendments to the Texas Penal Code for criminal offenses and defenses related to gambling devices; both bills, as initially filed, included "eight-liner" in the Penal Code definition of "gambling device" and defined "eight-liner" to mean "an electronic device capable of simulating the play of a traditional mechanical slot machine, regardless of the number of lines of play, that for consideration affords a player or user of the device an opportunity to win a prize based solely or partially on chance". The City Council found and determined that the purpose and intent of these filed bills should be endorsed, and the City Manager communicated the Council's policy determination to the attention of our region's state senator. Neither bill became law.

Executive Summary and Background Information:

The proposed ordinance creates a new article within Code Chapter 36 specific to coin-operated machines and moves existing provisions into that article, moves the departmental oversight to the police department (which currently handles post-permitting inspections), amends Code Chapter 140 to include city-wide zoning with statutorily-authorized distance limits on exhibition of coin-operated machines, and creates in Code Chapter 28 new offenses relating to gambling devices and certain "amusement redemption machines" which incorporate the key minimal elements of unconstitutional lotteries: (1) the payment of "consideration" (2) for a "chance" (3) to win a "prize".

The recitals cover a brief snapshot of the prohibition on lotteries in the Texas Constitution as addressed by the Texas Supreme Court and intermediate courts of appeals. Some cities have watched with interest the decade-spanning *City of Fort Worth v. Rylie* litigation for possible guidance on prohibition of eight-liners, but that litigation is distinguished by a stipulation from the operators of the machines that their eight-liners award prizes by chance and for consideration, and therefore those machines were held to be illegal lotteries. The Texas Supreme Court denied the petition to review that ruling. However, currently, in Fort Worth and in other jurisdictions, some operators are

contending that their gaming machines are all skill, involving no chance, and therefore not illegal lotteries.

The Council-ordered moratorium provided time to review and improve existing Code provisions governing coin-operated machines regulated by the Texas Occupations Code, while at the same time addressing gambling devices prohibited by the Texas Penal Code and augmenting city ordinance, as Fort Worth did, prohibiting devices that are include the key minimal elements of unconstitutional lotteries.

Section 1 creates a new article IV in Code Chapter 36 regulating "Public Amusements and Special Events", that includes among other things:

- revising the existing permit and application process, moving functions to the police department;
- authorizes the police department to set periodic windows for receipt of applications;
- requiring application by both the machine owner and property owner, if different;

- requires disclosure of detailed machine data;
- establishes criteria for denial, suspension, or revocation of permits, together with an appeal process for denials and revocations;
- sets a 300-foot buffer for exhibition of coin-operated machines from churches, schools, and hospitals; and
- makes technical amendments to existing Chapter 36 provisions so that only new article IV regulates coin-operated machines.

Section 2 replaces article V in Code Chapter 28 "Offenses and Miscellaneous Provisions" with the prohibition on gambling and certain amusement redemption machines:

- the definition of "gambling device" is the same as contained in the Texas Penal Code

- the definition of "amusement redemption machine" means any electronic, electromechanical or mechanical contrivance, including sweepstakes machines, designed, made, and adapted solely for bona fide amusement purposes, and that **by operation of chance or a combination of chance and skill, regardless of any proportion of chance as compared to skill,** affords the user, in addition to any right of replay, an opportunity to receive exclusively noncash merchandise prizes, toys, or novelties, or a representation of a value redeemable for those items, that have a wholesale value available from a single play of the game or device of not more than 10 times the amount charged to play the game or device once or $5, whichever is less. The term "amusement redemption machine" shall also include **any device that is prohibited by the constitution or penal laws of this state.**

- The term "Amusement redemption machine" does not include:
  (1) A machine that awards the user non-cash merchandise prizes, toys, or novelties solely and directly from the machine, including claw, crane, or other similar machines;
  (2) A machine from which the opportunity to receive non-cash merchandise prizes, toys or novelties, or a representation of value redeemable for those items, varies depending on the user's ability to throw, roll, flip, toss, hit, or drop a ball or other physical objects into the machine or a part thereof, including basketball, golf, bowling, or similar machines.

Section 3 contains the proposed 300-foot zoning provision to be placed in the Zoning Ordinance, Chapter 140, section 140-82, of the Land Development Code, which Planning and Zoning Commission unanimously approved at its public meeting held on July 7, 2025.

Section 4 contains a transition provision setting the first application window for September 4, 2025, to ensure public awareness of the ordinance changes, form preparation, and departmental readiness.

As stated in the ordinance recitals and reflected by the definition of "amusement redemption machine" requiring an element of chance, nothing in the proposed ordinance should be construed as prohibiting "pure skill" devices that contain no elements of chance, devices whose results are determined solely by the player's exercise of skill.

Potential Options:

Approve, decline to approve, or propose changes to proposed ordinance.

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval.

Advisory Board/Committee Review:

Planning and Zoning Commission approved the new zoning provision at its public meeting held on July 7, 2025.

Board/Committee Recommendation:

Not applicable.

Advisory Board/Committee Meeting Date and Minutes:

July 7, 2025

Attachments

a. 2025-100 ORD amending Code Ch 36, 28, 140 (DOCX)
b. 2025-100 Goals & Perspectives (DOCX)
c. 2025-100 ORD Ch. 28,36,140 amds (coin-op) signed (PDF)

Staff Coordination

City Attorney	Jeffery C. Lewis	Review	Completed	07/08/2025 4:10 PM
Building Code Administration		Mashell Daniel	Reviewer	Completed 07/08/2025 4:33 PM
Public Works Department		Dusty Henslee	Reviewer	Completed 07/08/2025 4:43 PM

Police 5:48 PM	Kevin Schutte	Review	Completed	07/08/2025
City Manager 6:07 PM	David Orr	Reviewer	Completed	07/08/2025
City Council 6:00 PM	Jennifer Evans	Meeting	Completed	07/14/2025

Meeting History

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ORDINANCE NO. 2025-100

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE FOLLOWING PROVISIONS OF THE CITY'S CODE OF ORDINANCES: CHAPTER 36, "PUBLIC AMUSEMENTS AND SPECIAL EVENTS" (AMENDING SECTIONS 36-1 AND 36-5(F), THE CAPTION OF ARTICLE III, DELETING SECTION 36-65 FROM ARTICLE III, AND ADDING NEW ARTICLE IV – "COIN-OPERATED MACHINES"); CHAPTER 28, "OFFENSES AND MISCELLANEOUS PROVISIONS" (REPEALING IN ITS ENTIRETY ARTICLE V, "CURFEW FOR MINORS", AND REPLACING WITH NEW ARTICLE V, "GAMBLING DEVICES AND CERTAIN AMUSEMENT REDEMPTION MACHINES PROHIBITED"); AND CHAPTER 140, "ZONING" (ADDING TO ARTICLE IV, "DISTRICT USE REGULATIONS", NEW SECTION 140-82, "RESTRICTION IN ALL ZONING DISTRICTS ON EXHIBITION OF COIN-OPERATED MACHINES OR COIN-OPERATED AMUSEMENT MACHINES"); CONTAINING REPEALER, SEVERABILITY, SUPERSEDING, AND PENALTY CLAUSES; CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING EFFECTIVE DATES.

WHEREAS, the Texas Local Government Code, section 215.074, authorizes a municipality to regulate the location and conduct of places of public amusements, and the City's Code of Ordinances, Chapter 36, "Public Amusements and Special Events" regulates, among other things, various public amusements, including the operation of coin-operated machines; and

WHEREAS, the City Council, on March 10, 2025, by Ordinance No. 2025-040, amended by Ordinance No. 2025-078, both incorporated herein by reference for all purposes, approved a 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

WHEREAS, Ordinance No. 2025-040 recited pending (at the time) companion bills filed during the 89th Regular Session of the Texas Legislature, HB487 and SB517, addressing proposed amendments to the Texas Penal Code for criminal offenses and defenses related to gambling devices; both bills, as initially filed, included "eight-liner" in the Penal Code definition of "gambling device" and defined "eight-liner" to mean "an electronic device capable of simulating the play of a traditional mechanical slot machine, regardless of the number of lines of play, that for consideration affords a player or user of the device an opportunity to win a prize based solely or partially on chance"; and

WHEREAS, the City Council found and determined in Ordinance No. 2025-040 that the purpose and intent of HB487 and SB517, as originally filed, to include "eight-liner" in the Penal Code definition of "gambling device" should be endorsed, and the City Manager communicated the Council's policy determination to the attention of our region's state senator; and

WHEREAS, during the City's moratorium, the legislative session adjourned sine die; and while

Attachment: 2025-100 ORD amending Code Ch 36, 28, 140 (4557 : 2025-100 ORD Code Ch 28, 36, 140 amendments [coin-operated machines])

the Senate passed a substitute version of SB517 which substantially differed from the initially filed version and increased certain specific Penal Code gambling offenses (i.e., gambling promotion, keeping a gambling place, and communicating gambling information) from Class A misdemeanors to felonies of the third degree, the House received the Senate bill on May 8 but the legislative session concluded with no action by the House; and

WHEREAS, absent legislative guidance on the issues addressed in Ordinance No. 2025-040, the City Council looks to the Texas Constitution and case law from the Texas Supreme Court and intermediate courts of appeal on the constitutional prohibition on lotteries and games or gaming devices which include the payment of consideration for a chance to win a prize:

Texas Supreme Court:

***Randle v. State*, 42 Tex. 580 (1874).**

Article 12, Section 36, of the general provisions of the Constitution, contains the same prohibition as that found in Article 7, Section 17, of the general provisions of the Constitution of 1845. The article reads: "No lottery shall be authorized by this State, and the buying and selling of lottery tickets within this State is prohibited." The constitutional provision needs no aid to show what is meant, so far as the granting authority by any power in the State to establish a lottery is concerned; and it only remains to inquire, what is understood to be meant by the words, "establish a lottery."

Bouvier's definition is, "A scheme for the distribution of prizes by chance," and this has been generally received by courts as the clearest and most comprehensive of the several definitions of lottery…. That it makes not the slightest difference whether it be styled a "Gift Enterprise," "Book Sale," "Land Distribution," or "Art Association," each and all are lotteries when the element of chance is connected with, or enters into the distribution of its prizes.

Id., 42 Tex. at 585, 589.

***City of Wink v. Griffith Amusement Co.*, 129 Tex. 40, 100 S.W.2d 695 (1936).**

In general, it may be said that chance is the basic element of a lottery… "The ingredient of chance is, obviously, the evil principle which the law denounces and will eradicate, however it may be clothed, or however it may conceal itself in a fair exterior." … But the Constitution condemns those things which fall short of containing all the essential elements of a lottery, namely, those things which involve the lottery principle, of which "chance" is the one which constitutes the very basis of a lottery, and without which it would not be a lottery.

Id., 100 S.W.2d at 701 (internal citation omitted).

***City of Fort Worth v. Rylie (Rylie II)*, 602 S.W.3d 459 (Tex. 2020).**

[A] "lottery" includes not just contests involving scratch-off stickers and numbered ping-pong balls, but a wide array of activities that involve, at a minimum, (1) the payment of "consideration" (2) for a "chance" (3) to win a "prize".

Id., 602 S.W.3d at 460-61, citing *City of Wink*, 100 S.W.2d at 698.

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Texas Courts of Appeals

***State v. Robb & Rowley United, Inc.*, 118 S.W.2d 917 (Tex.App.—Galveston 1938, no writ.)(op. on reh'g).**

Every constitution of our State from 1845 down, has contained provisions against lotteries similar to those in our present constitution. And it is true that no other form of gambling has been thus singled out and expressly denounced…[O]ne of the chief characteristics of lotteries is that they infest the whole community, reach every class, prey upon the hard-earned savings of the poor, and plunder the ignorant and simple, whereas, in comparison, other forms of gambling affect only a few individuals.

Id., 118 S.W.2d at 921.

***City of Fort Worth v. Rylie*, 649 S.W.3d 246 (Tex. App.—Fort Worth 2022, pet. denied) (op. on remand).**

Even with the best of intentions, the legislature cannot sanction a lottery of any type; a constitutional amendment is necessary…. Before 1980, Article III, Section 47 [of the Texas Constitution] read, "The Legislature shall pass laws prohibiting the establishment of lotteries and gift enterprises in this State, as well as the sale of tickets in lotteries, gift enterprises or other evasions involving the lottery principle , established or existing in other States." Tex. Const. art. III, § 47 (emphases added). After voters approved charitable bingo in 1980, and charitable raffles and the state lottery later, the section now reads, "The Legislature shall pass laws prohibiting lotteries and gift enterprises in this State other than those authorized by Subsections (b), (d), (d-1), and (e) of this section."

Id., 649 S.W.3d at 250, 257 (internal citation omitted).

***State v. Gambling Device*, 859 S.W.2d 519 (Tex. App.—Houston [1st Dist.] 1993, writ denied) (emphasis in original).**

The statutory definition of a gambling device … excludes "pure skill" contrivances: those contrivances that are not designed to incorporate the element of chance, and whose results are determined solely by the player's exercise of skill. The vagueness in the statute, if any, arises when it is applied to contrivances that incorporate some combination of chance and skill…. We interpret the statute to apply to contrivances that incorporate any element of chance, even if the exercise of skill also influences the outcome…. Thus, it is the incorporation of chance that is the essential element of a gambling device, not the incorporation of a particular proportion of chance and skill.

Id., 859 S.W.2d at 522-23 (emphasis in original).

***City of Fort Worth v. Rylie*, *supra*.**

The Texas Constitution commands that the legislature pass laws prohibiting lotteries, *see* Tex. Const. art. III, § 47 (a), and the legislature has largely done so, *see*, *e.g.* , Tex. Penal Code Ann. §§ 47.01 –.11.

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> That command is at the heart of an issue the Texas Supreme Court has asked us to decide and that we sidestepped in this appeal's first go-round: whether the eight-liner gambling machines at issue here, which are owned and operated by the appellees (the Operators), are unconstitutional or illegal. *City of Fort Worth v. Rylie (Rylie II)*, 602 S.W.3d 459, 460, 469 (Tex. 2020), *rev'g (Rylie I)*, 563 S.W.3d 346 (Tex. App.—Fort Worth 2018). The eight-liners are unconstitutional if they are lotteries; they are illegal either if not within the Penal Code's so-called "fuzzy animal" exclusion from the definition of outlawed gambling devices—an exclusion on which the Operators rely—or if the exclusion is itself unconstitutional, as the appellant City of Fort Worth contends. *See* Tex. Penal Code Ann. § 47.01(4)(B).
>
> A categorization as either unconstitutional or illegal will resolve the underlying preemption issue pitting Texas Occupations Code Chapter 2153, which regulates "skill or pleasure coin-operated machines," *see* Tex. Occ. Code Ann. § 2153.001, against City licensing and zoning ordinances regulating game rooms that contain "amusement redemption machines," a term that includes eight-liners. That is because the Occupations Code "does not authorize or permit" the keeping or operating of a machine or device that is "prohibited by the constitution of this state or the Penal Code." *Id.* § 2153.003 (emphasis added). If either scenario exists, Chapter 2153 of the Occupations Code has no preemptive effect because it does not apply to the Operators' machines. *Rylie II* , 602 S.W.3d at 468 (observing that "chapter 2153 does not apply to unconstitutional or illegal machines").
>
> Because we conclude that these eight-liner video slot machines are lotteries—a term more expansive than most would assume—they are unconstitutional…. Because the Operators stipulated that their eight-liners award prizes by chance and for consideration, the machines are lotteries, and the legislature cannot define around that fact.
>
> *Id.*, 649 S.W.3d at 247-48, 255; and

WHEREAS, the *Rylie* litigation cited above, spanning over a decade, put the issue of gambling and eight-liners before the Texas Supreme Court twice, in 2020 when remanding the case to the court of appeals to decide the issue whether the Operators' machines were constitutional and legal, and in 2022, after full briefing on the merits, yet the Supreme Court on the second appeal denied the Operators' petition to review the judgment of the court of appeals that the eight-liner machines of the Operators, which the Operators stipulated awarded prizes by chance and for consideration, were lotteries and therefore unconstitutional; and

WHEREAS, during the City's moratorium, the Sixth Court of Appeals at Texarkana ruled on three consolidated civil forfeiture causes involving the seizure of five devices from a Fannin County convenience store, which the State alleged to be gambling devices as that term "gambling" is defined in Chapter 47 of the Texas Penal Code, but the circumstances of the case and the resulting majority opinion of the Sixth Court of Appeals neither provides necessary policy guidance on the constitutional prohibition on lotteries nor mentions of the decade-spanning *Rylie* litigation given the circumstances of the case: following a post-seizure show-cause hearing, the trial court determined that the seized devices were not gambling devices as defined in the Penal Code and the State appealed; the Sixth Court's majority opinion identified deficiencies in the State's briefing and declined to construe the "gambling" definitions in the Penal Code because the State never requested construction of that statute in its appellate briefing—the Sixth Court cited case law which "emphasized that an appellate court has no obligation to construct and compose issues, facts, and arguments for an appellant"—and the Sixth Court expressly limited review in the consolidated causes to only article 18.18 of the Code of Criminal Procedure; the Court's opinion noted the State presented no evidence that seized funds from the devices were either proceeds of

Attachment: 2025-100 ORD amending Code Ch 36, 28, 140 (4557 : 2025-100 ORD Code Ch 28, 36, 140 amendments [coin-operated machines])

gambling or traced to any act of gambling; the Sixth Court's opinion held that the record of testimony at trial supported trial court findings regarding the overall nature of the devices at issue—namely, "…that all the game's modes should be considered as a whole, and that, for a skillful player, every play of the game is guaranteed to result in recovery of 105% of the amount paid to play", with no element of chance present in the determination of whether to award a prize to the skillful player; consequently, the Sixth's court majority opinion concluded, "[b]ased on the circumstances of this case—the evidence presented to the trial court, the factual findings of the trial court, the issue presented on appeal, and the deferential standard of review—we affirm the challenged factual findings of the trial court" and the majority affirmed the trial court's judgment, to which the Chief Justice of the Sixth Court of Appeals dissented without opinion; and

WHEREAS, without a stipulation from owners or operators of coin-operated machines similar to that in the *Rylie* litigation that such machines award prizes by chance and for consideration, the Council perceives a constraint on promulgating policy, absent guidance from the Texas Supreme Court or the Sixth Court of Appeals or the Texas Legislature, exactly as was proposed in the original filings of HB487 and SB517; nevertheless, the Council can, and by this Ordinance does, revise the City's Code consistent with the Texas Constitution as amended, to identify and proscribe as unconstitutional and illegal certain machines that, among other things, award prizes by chance and for consideration (as the City of Fort Worth coined in its ordinances, certain "amusement redemption machine"); and

WHEREAS, nothing in this Ordinance should be construed as prohibiting—as the First Court of Appeals at Houston phrased it in *State v. Gambling Device* cited above—"'pure skill' contrivances: those contrivances that are not designed to incorporate the element of chance, and whose results are determined solely by the player's exercise of skill", which is consistent with case law that the incorporation of chance is the essential element of a gambling device, regardless of any proportion of chance as compared to skill; and

WHEREAS, for "coin-operated machines" regulated by Texas Occupations Code Chapter 2153, the Council, by this Ordinance, expands existing Code provisions with respect to, among other things, the application and permitting for such machines and penalties for non-compliance, and incorporates a City-wide zoning change restricting the exhibition of such machines within 300 feet of a church, school, or hospital as authorized by Section 2153.452(b) of the Occupations Code; 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 a change or amendment relating to the regulations or text of the Zoning Ordinance not affecting specific property), and pursuant to City Code section 140-317, have given the requisite notice by publication of the public hearing before the Planning and Zoning Commission and the City Council not less than ten days before the hearing by publication in a newspaper of general circulation in the city, which stated the date, time, and place of the public hearing and the nature of the subject to be considered, to-wit: "Amendment to Ch. 140 of the Code of Ordinances / Land Development Code not affecting specific property: restricting the exhibition of a coin-operated amusement machine within 300 feet of a church, school, or hospital pursuant to Texas Occupations Code section 2153.452(b)"; after consideration of said amendment, the Planning and

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Zoning Commission of the City of Texarkana, Texas, voted five (5) to zero (0) to recommend for approval said amendment as authorized by the Texas Occupations Code; and after consideration of the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that a City-wide zoning change restricting the exhibition of a coin-operated amusement machine within 300 feet of a church, school, or hospital 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: Chapter 36, "Public Amusements and Special Events", of the Code of Ordinances of the City of Texarkana, Texas, shall be amended as follows:

a. Section 36.1 – Definitions, is hereby amended in its entirety as follows:

> **Sec. 36-1. Definitions.**
>
> For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section, except where the context clearly indicates a different meaning:
>
> *Public amusements* include operation of circuses, rides, carnivals, side shows, gaming places, billiard halls, bingo halls, dance halls, night clubs, skating rinks, skateboarding places, shooting galleries, bowling alleys and other similar amusement enterprises where people gather for similar amusement activities, games, or entertainment. The term "public amusements" also includes operation of *coin-operated machines* defined and regulated by article IV of this chapter.
>
> *Special events* include parties, dances, weddings, celebrations or other gatherings which would likely result in traffic congestion, parking problems, crowds, sanitation problems, excessive noise, security or safety concerns, violations of any city ordinance, or any other circumstances likely to cause a breach of the peace or adversely affect the health and safety of the public or any participant at the special event.
>
> *Special events and public amusements committee*, hereinafter referred to as "committee," will consist of city staff with specialized training related to law enforcement, fire safety, zoning, building standards, public health, traffic control or other expertise necessary to protect the public or the participants from the potential adverse consequences of a special event or public amusement.

b. Section 36-5, Issuance of Permit, subsection (f), is amended in its entirety as follows:

> (f) There is no fee for a one-day special event permit or a one-day public amusement permit. There is a fee for an annual special event permit or an annual public amusement permit. The permit shall indicate the name of the person responsible for compliance with the provisions of this chapter, the type of special event or public amusement authorized by the permit, address, days of the week and hours of operation authorized by the permit, any applicable age restrictions for the premises, and the effective dates of the permit. A separate permit and permit fee is required for each premises. Issuance of permits and permit fees for coin-operated machines shall be regulated by article IV of this chapter.

c. The title to Article III is amended and retitled, "Public Amusement".

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d. Section 36-65 is deleted from Article III, “Public Amusement”.

e. Chapter 36 is amended by adding New Article IV, “Coin-Operated Machines”, as follows:

ARTICLE IV. COIN-OPERATED MACHINES

Sec. 36-65. Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section, except where the context clearly indicates a different meaning:

Applicant means the person who submits an application to the City pursuant to section 36-69 of this Code; the term “applicant” shall also be construed to mean co-applicants when the context requires [*see* section 36-69(a)].

Application means the information and documentation required by section 36-69 of this article and shall encompass both the initial application for a coin-operated machine permit and a subsequent renewal application for a coin-operated machine previously permitted.

Coin-operated machine or *coin-operated amusement machine* means any kind of machine or device operated by or with a coin or other United States currency, metal slug, token, electronic card, or check, including a music or skill or pleasure coin-operated machine. For the purposes of this article, the term "coin-operated machine" includes the definition in Texas Occupations Code § 2153.002(1). For the purposes of this article, the term "coin-operated machine" (a) does not include a vending machine used solely to make a purchase of food, beverage, or merchandise; and (b) excludes or exempts the machines listed in Texas Occupations Code § 2153.004.

Owner means a person who has title to or pecuniary interest in a coin-operated machine, or who has fee simple title or leasehold interest to the real property upon which a coin-operated machine is or will be exhibited, or who the Applicant knows has an intent to acquire any interest, pecuniary or otherwise, in said machine or real property, or who will contract to place a coin-operated machine at a location and receive revenue from such contract or placement; and the term “owner” also means:

(A) with respect to a foreign or domestic for-profit corporation or real estate investment trust, a shareholder;

(B) with respect to a foreign or domestic partnership, a partner;

(C) with respect to a foreign or domestic limited liability company or professional association, a member;

(D) with respect to another foreign or domestic entity, an owner of an equity interest in that entity; and

(E) an investor.

Person means an individual or a corporation, association, limited liability company, or other entity or organization governed by the Business Organizations Code.

Police department means the Texarkana, Texas, Police Department, accredited by the Texas Police Chiefs Association, signifying the department’s compliance with the Texas Law Enforcement Best Practices Program.

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Sec. 36-66. - Occupation tax levied; release and replacement fees; receipt of occupation tax to be attached to machine.

(a) Pursuant to Texas Occupations Code, under § 2153.401(b), the state imposes on each coin-operated machine that an owner exhibits or displays, or permits to be exhibited or displayed in this state, a tax rate of $60 per year; and under § 2153.451, a municipality may impose an occupation tax on a coin-operated machine in this state that may not exceed one-fourth of the rate of the tax imposed under § 2153.401. In accordance with the Texas Occupations Code, every person who is an owner of or controls, exhibits, displays, or permits to be exhibited or displayed in this city any coin-operated machine shall pay, and there is hereby levied on every such machine except such as may be exempted by Texas law, an annual occupation tax per machine equal to one-fourth or 25% of the occupation tax charged and collected by the state. The occupation tax levied by this article shall be paid to the city. The city shall issue a receipt reflecting payment of the occupation tax per machine.

(b) In accordance with the Texas Occupations Code § 2153.453, a municipality that imposes an occupation tax on a coin-operated machine may seal a coin-operated machine if the tax imposed is not paid and may charge a fee of not more than $5 for the release of a sealed coin-operated machine. In accordance with the Texas Occupations Code, the City shall seal a coin-operated machine if the tax imposed by state law is not paid; and the City shall charge a fee of $5 for the release of a sealed coin-operated machine.

(c) The receipt reflecting payment of the occupation tax levied by this article shall be attached to the coin-operated machine mentioned in the receipt and shall bear the serial number of the particular machine. The City shall charge a fee of 50% of the occupation tax levied pursuant to subsection (a) of this section for issuing a replacement occupation tax receipt for one lost, destroyed, or mutilated.

(d) Nothing in this section shall prevent the operator of the coin-operated machine from paying the tax levied in this section for the account of the owner, but the payment of the tax by the operator or other person shall not relieve the owner from the responsibility of complying with all provisions of this article.

(e) The City portion of the occupation tax levied and fees established by this article may be included in the City's Master Fee list.

Sec. 36-67. – Offenses; non-payment of occupation tax; failure to attach receipt to machine; prohibition on transfer of receipt.

(a) It shall be unlawful for any person to operate, exhibit, or display any coin-operated machine in the city without having paid the occupation tax levied by this article.

(b) It shall be unlawful for any person to operate, exhibit, or display any coin-operated machine in the city without having attached thereto an occupation tax receipt.

(c) It shall be unlawful for any person to transfer an occupation tax receipt issued for a certain coin-operated machine to any other coin-operated machine.

Sec. 36-68. - Permit required; issuance.

(a) It shall be unlawful for any person who owns, controls, exhibits, displays, or permits to be exhibited or displayed in this city any coin-operated machine subject to Texas Occupations Code § 2153.451 to exhibit or display, or permits to be exhibited or displayed in this city, without first

Attachment: 2025-100 ORD amending Code Ch 36, 28, 140 (4557 : 2025-100 ORD Code Ch 28, 36, 140 amendments [coin-operated machines])

obtaining a permit for such machine from the chief of police or designee.

(b) If a permit request is approved, the chief of police or designee shall issue a permit for a coin-operated machine, one permit per machine; and the permit shall issue only after applicant pays all required taxes and fees.

(c) A permit issued under the provisions of this article must be visibly displayed on the coin-operated machine. Visible display of the permit shall be in addition to the requirement of section 36-67(a).

Sec. 36-69. - Application for permit of coin-operated machine; application windows.

(a) The City will accept an application for a coin-operated machine permit only from an owner and only in-person at the police department, submitted to the chief of police or designee. If the applicant is not the owner of both the coin-operated machine and the fee simple title to the real property upon which a coin-operated machine is or will be exhibited, then the application must be submitted and signed by co-applicants (that is, both the owner of the coin-operated machine and the owner of fee simple title to the real property upon which a coin-operated machine is or will be exhibited).

(b) The chief of police shall prescribe the form of the permit application and may require on the prescribed form the submission of additional information or supporting documentation as reasonably necessary to administer and enforce this ordinance. The application must include, at a minimum, the following categories of information:

(1) Applicant's name, address, telephone number, state issued driver's license number or state identification card number, and proof of ownership of the coin-operated machine to be permitted and the fee simple title to the real property upon which the coin-operated machine will be exhibited;

(2) Name, address, telephone number, emergency telephone number, and any trade name or assumed name or d/b/a of any and all owners;

(3) Whether a previous permit of the applicant or any owner has been revoked within two years of filing the application;

(4) Within the preceding five years, any occupation of the applicant and any owner, limited specifically to any occupation involving or including ownership or operation of coin-operated machines;

(5) If the applicant or any owner has been convicted of any crime related to gambling, the date, location, and nature of the offense and the penalty received (use, if any, of information provided shall be subject to the restrictions of Texas Occupations Code Ch. 53, subch. B.);

(6) The street address of the location where the coin-operated machine will be exhibited;

(7) Name, address, telephone number, and emergency telephone number of the occupier or operator of the building, if different from the owner, where the coin-operated machine will be exhibited;

(8) Machine identification, technical specifications, prize characteristics, and the serial number of each coin-operated machine sought to be permitted;

(9) A floor plan of the interior of the building where the coin-operated machine will be exhibited, specifically depicting the layout and placement of all existing coin-operated machines, coin-operated machines sought to be permitted, the manager's station(s), restroom facilities, and all areas to which patrons will not be permitted;

(10) Applicant's signed consent or waiver authorizing the chief of police to request, on behalf of applicant, the applicant's criminal history reports from the Texas Department of Safety, the Texas Comptroller's Office, or any appropriate federal agency;

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(11) With disclosure of an entity in response to any required information, applicant must also disclose the EIN, legal name registered with the Texas Secretary of State, and the registered agent for the entity;

(12) A statement under oath, attested by a notary public, that:

- Applicant is the owner [or one co-applicant is owner of the coin-operated machine, and the other co-applicant is the owner of the real property upon which the coin-operated machine will be exhibited];
- All information contained in the application is true and correct;
- The coin-operated machine for which a permit is sought will not be exhibited in an area restricted by section 140-82 of this Code;
- The coin-operated machine for which a permit is sought will not be used as a prohibited gambling device or amusement redemption machine as defined in this Code; and
- The real property and premises where the coin-operated machine will be exhibited will be operated in accordance with this Code and all state and federal laws.

(c) The chief of police or designee is hereby authorized to establish, modify, and publish designated application windows or time periods during which applications may be submitted; outside of such periods, applications shall not be accepted or considered; and this authorization includes the authority to determine the duration, frequency, and criteria for such windows, with the objective of ensuring orderly processing and efficient resource allocation.

(d) The city shall suspend the processing of an application upon a determination that the applicant or any owner is indebted to the city for any fee, costs, penalties, or delinquent taxes.

Sec. 36-70. - Grounds for denial of application; effect.

(a) The city shall deny an application and refuse to approve issuance of a permit for one or more of the following reasons:

(1) Any failure or omission of information and documents required by the permit application as authorized by section 36-69 of this article;

(2) A determination by the city that inaccurate, erroneous, or incomplete information has been submitted;

(3) A determination that the coin-operated machine is intended to be exhibited in an area restricted by section 140-82 of this Code;

(4) A false statement as to a material matter made in an application for a permit;

(5) Revocation of a permit issued pursuant to this article within two years preceding the filing of the application, said permit either requested by Applicant or relating to any owner;

(6) Refusal or failure to pay the occupation tax on any coin-operated machine;

(7) Refusal or failure to pay any fees assessed by this article;

(8) Applicant or any owner has, within the past three years, been convicted of any violation of this article or Ch. 28, art. V of this Code ; or

(9) Applicant or any owner has, within the past ten years, been convicted of a crime involving moral turpitude.

(b) Denial of a permit shall be with prejudice for a period of six (6) months from the date of denial to refiling any new application for permitting any coin-operated machine by Applicant or

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any owner disclosed in or otherwise associated with the denied application.

Sec. 36-71 - Suspension or revocation of permit.

(a) Power and authority. If any individual, company, corporation, or association who owns, operates, exhibits, or displays any coin-operated machine(s) in this city shall violate any provision of this article, the city shall have the power and authority to suspend or revoke the permit(s) issued hereunder to any of the foregoing by giving written notice, stating the reason justifying such suspension or revocation, and the permit shall be suspended or revoked ten days from date of such notice.

(b) Suspension. The chief of police or designee shall suspend a permit for a coin-operated machine for a period not to exceed 30 days if he or she determines any of the following:

(1) Exhibition of the coin-operated machine violates or is not in compliance with any of the provisions of this Code;

(2) Refusal to allow an inspection or interfering with an inspection of the coin-operated machine by the owner, occupier, or operator of any business where a coin-operated machine is exhibited;

(3) Repeated calls for police service relating to the real property or business where a coin-operated machine is exhibited; or

(4) Any change of Applicant or owner, unless such change was provided in writing to the chief of police, together with updated and accurate Applicant and owner information per section 36-69(b) of this article, not less than five business days following change of ownership.

(c) Effect of suspension. If the permit of any coin-operated machine is suspended, the City shall send to the Applicant, by certified mail, return receipt requested, written notice of such action. Applicant and owner, jointly and severally, shall be required to remove the machine from public access and shall not operate, display, or permit to be operated or displayed said machine unless and until the suspension is lifted.

(d) Revocation. The chief of police or designee shall revoke a permit for a coin-operated machine if he or she determines that:

(1) Applicant gave false or misleading information in the material submitted to the city during the application process;

(2) Applicant or owner, or the occupier or operator of any real property or business where a coin-operated machine is exhibited, knowingly allowed the possession, use, or sale of a controlled substance on the premises;

(3) Applicant or owner, or the occupier or operator of any real property or business where a coin-operated machine is exhibited, knowingly operated a coin-operated machine during a period of time when the permit for such machine was suspended;

(4) Applicant or owner, or the occupier or operator of any real property or business where a coin-operated machine is exhibited, knowingly allowed the operation of a coin-operated machine during a period of time when the permit for such machine was suspended; or

(5) A cause of suspension under section 36-71(b) occurs and the permit for the coin-operated machine has been previously suspended within the preceding twelve months.

(e) Effect of revocation. If the permit of any coin-operated machine is revoked, the City shall send to the Applicant, by certified mail, return receipt requested, written notice of such action and notification of the right to appeal to the city manager or the city manager's designee pursuant to section 36-72 of this article. Applicant and owner, jointly and severally, shall be required to remove the machine from public access and shall not operate, display, or allow to be operated or displayed

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said machine unless and until a new permit is granted. No permit shall be issued to any Applicant or owner who has had a coin-operated machine permit revoked within a period of one year of the date or revocation.

Sec. 36-72. - Appeal from denial or revocation of permit.

(a) If the chief of police or designee denies the issuance of a permit or revokes an issued permit, the action of the chief of police or designee shall be final unless the applicant or permittee (hereinafter, appellant) within ten (10) days after notice of such action, files with the chief of police or designee an appeal of such action and a written explanation of the basis for the appeal, together with any documentation the appellant contends supports reversal of the action.

(b) If such an appeal as prescribed by this section is timely filed, the appeal shall operate as a stay of a revocation; provided, however, that the Applicant and owner, jointly and severally, shall be required to remove the machine from public access and shall not operate, display, or permit to be operated or displayed said machine during the stay. The city manager or designee shall review and make a final decision of the matter within thirty (30) days after the date of the filing of such an appeal. The decision of the city manager or designee shall be the final decision of the City.

(c) This section shall not be construed to provide for an appeal of a suspension pursuant to section 36-71(b) of this article.

Sec. 36-73. Coin-operated machines in certain areas prohibited; owner to be held criminally responsible.

(a) It shall be an offense for any person to violate any provision of this article.

(b) It shall be an offense for any person to exhibit, maintain, display for patronage, or otherwise keep for operation by the patrons a coin-operated machine within three-hundred (300) feet of a church, school, or hospital. It shall be a defense to prosecution under this subsection that a coin-operated machine was permitted prior to August 11, 2025.

(c) It shall be an offense for any person to exhibit, maintain, display for patronage, or otherwise keep for operation by the patrons any coin-operated machine within any zoning district other than as authorized for amusements in section 140-179 [*see* Amusement*, commercial (indoor)*] of this Code.

(d) In addition to prohibiting certain conduct by a person, it is the intent of this chapter to hold an owner of a coin-operated machine criminally responsible for prohibited conduct performed by the owner or an agent acting on behalf of the owner and within the scope of the agent's office or employment.

Sec. 36-74. - Penalty and enforcement.

(a) Any person violating the provisions of this article shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished as provided in section 1-5 of this Code.

(b) Each day an offense continues shall constitute a separate offense.

(c) The city may further enforce the provisions of this article by any action at law or in equity to enjoin any person from exhibiting any coin-operated machine in violation of this article.

(d) *Civil remedies*. Pursuant to Texas Local Government Code § 54.012(5), the provisions of subch. B of ch. 54 of the Texas Local Government Code are hereby implemented for any violation of this article, any such violation being classified by the Texas Penal Code as a Class C misdemeanor, so that the city may seek civil penalties and injunctive relief under the provisions of subch. B of ch. 54.

(e) The provisions of this section are cumulative of state law.

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Sec. 36-75. – Construction of article.

In the event of any conflict between this article and any other provision of this Code, this article shall supersede and control. Nothing contained in this article shall be construed or have the effect to license, permit, authorize, or legalize any existing or future machine, device, table, gambling device, amusement redemption machine, or gaming machine, the keeping, exhibition, operation, display, or maintenance of which is illegal or in violation of any ordinance of the city, any section of the penal code of this state, or the constitution of this state.

SECTION 2: Chapter 28, "Offenses and Miscellaneous Provisions", of the Code of Ordinances of the City of Texarkana, Texas, shall be amended by repealing in its entirety article V, "Curfew for Minors", and replacing with new article V, "Gambling Devices and Certain Amusement Redemption Machines Prohibited", as follows:

ARTICLE V. Gambling Devices and Certain Amusement Redemption Machines Prohibited

Sec. 28-149. Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section, except where the context clearly indicates a different meaning:

Amusement redemption machine means any electronic, electromechanical or mechanical contrivance, including sweepstakes machines, designed, made, and adapted solely for bona fide amusement purposes, and that by operation of chance or a combination of chance and skill, regardless of any proportion of chance as compared to skill, affords the user, in addition to any right of replay, an opportunity to receive exclusively noncash merchandise prizes, toys, or novelties, or a representation of a value redeemable for those items, that have a wholesale value available from a single play of the game or device of not more than 10 times the amount charged to play the game or device once or $5, whichever is less. The term "amusement redemption machine", as used in this Code, shall also include any device that is prohibited by the constitution or penal laws of this state.

The term "*Amusement redemption machine*" does not include:

(1) A machine that awards the user non-cash merchandise prizes, toys, or novelties solely and directly from the machine, including claw, crane, or other similar machines;

(2) A machine from which the opportunity to receive non-cash merchandise prizes, toys or novelties, or a representation of value redeemable for those items, varies depending on the user's ability to throw, roll, flip, toss, hit, or drop a ball or other physical objects into the machine or a part thereof, including basketball, golf, bowling, or similar machines. A representation of value means cash paid under authority of sweepstakes contestants as provided by the Texas Business and Commerce Code Section 43, or a gift certificate or gift card that is presented to a merchant in exchange for merchandise.

City official includes a police officer, code enforcement officer, fire marshal, or building official of the City.

Gambling device shall have the same meaning as defined in Texas Penal Code section 47.01(4).

Owner shall have the same meaning as defined in Texas Penal Code 1.07(a)(35); and, for purposes

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of this chapter,

(A) with respect to a foreign or domestic for-profit corporation or real estate investment trust, a shareholder;

(B) with respect to a foreign or domestic partnership, a partner;

(C) with respect to a foreign or domestic limited liability company or professional association, a member; and

(D) with respect to another foreign or domestic entity, an owner of an equity interest in that entity.

Prohibited game room means a building, facility, or other place where a gambling device or amusement redemption machine is exhibited.

Person shall have the same meaning as defined in Texas Penal Code 1.07(a)(38).

Public amusements as defined in section 36-1 shall also include operation of coin-operated machines or coin-operated amusement machines.

Sec. 28-150. Gambling devices and amusement redemption machines prohibited; owner to be held criminally responsible.

(a) It shall be an offense for any person to exhibit, maintain, display for patronage, or otherwise keep for operation by patrons any gambling device or amusement redemption machine.

(b) It shall be an offense for any person to operate a prohibited game room within the City limits.

(c) In addition to prohibiting certain conduct by a person, it is the intent of this article to hold an owner of a gambling device or amusement redemption machine criminally responsible for prohibited conduct performed by the owner or an agent acting on behalf of the owner and within the scope of the agent's office or employment.

Sec. 28-151. Penalty and enforcement.

(a) Any person violating the provisions of this article shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished as provided in section 1-5 of this Code.

(b) Each day an offense continues shall constitute a separate offense.

(c) The city may further enforce the provisions of this article by any action at law or in equity to enjoin any person from conducting any business in violation of this chapter.

(d) The Municipal Court of Record of the City of Texarkana, Texas, shall have the power to issue to the city official or designee search warrants or other process allowed by law, where necessary to aid in enforcing this article.

(e) In addition to the criminal offenses and penalties prescribed in this chapter, the City may pursue other remedies such as abatement of nuisances, administrative adjudication, revocation of permits, or any action at law or in equity to enjoin any person from conducting any business in violation of this article.

(f) Any person held in violation of this article shall be obligated to compensate the City for all expenses, losses, or damages directly arising from the City's efforts to remedy the effects of the violation.

(g) It shall not be a defense to prosecution under this article that a coin-operated machine permit or coin-operated amusement machine permit had been issued under Chapter 36 of this Code for a device or machine determined to be in violation of section 28-150.

Attachment: 2025-100 ORD amending Code Ch 36, 28, 140 (4557 : 2025-100 ORD Code Ch 28, 36, 140 amendments [coin-operated machines])

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(h) *Civil remedies*. Pursuant to Texas Local Government Code § 54.012(5), the provisions of subch. B of ch. 54 of the Texas Local Government Code are hereby implemented for any violation of this article, any such violation being classified by the Texas Penal Code as a Class C misdemeanor, so that the city may seek civil penalties and injunctive relief under the provisions of subch. B of ch. 54.

(i) The provisions of this section are cumulative of state law.

Sec. 28-152—28-180. - Reserved.

SECTION 3: Chapter 140, "Zoning", of the Code of Ordinances / Land Development Code of the City of Texarkana, Texas, shall be amended by adding to article IV, "District Use Regulations", new Section 140-82, "Restriction in all zoning districts on exhibition of coin-operated machines or coin-operated amusement machines", as follows:

Sec. 140-82. – Restriction in all zoning districts on exhibition of coin-operated machines or coin-operated amusement machines.

The exhibition of a coin-operated machine or coin-operated amusement machine (as defined in chapter 36, article IV of this Code) within 300 feet of a church, school, or hospital is prohibited in all zoning districts.

Secs. 140-83—140-105. – Reserved.

SECTION 4: The changes to Code Chapter 36 require the following transition provision. New Code section 36-69(d) authorizes the Chief of Police or designee to establish, modify, and publish designated application windows or time periods during which applications for a coin-operated machine permit may be submitted; and outside of such periods, applications shall not be accepted or considered. To provide adequate time for public awareness of the changes made by this Ordinance, promulgation of forms required by the adopted revisions, and police department readiness for receipt and processing of applications, the Council sets the first such application window to open Wednesday, September 4, 2025, from 8 a.m. to Noon and 1 p.m. to 4 p.m., for in-person submittal of applications at the department's physical address, 100 N. State Line Ave., # 16, Texarkana, Texas, 75501.

SECTION 5: If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6: In the event a section, clause, sentence, or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

SECTION 7: In the event of any conflict between this Ordinance and any other ordinances or parts of ordinances, this Ordinance shall supersede and control.

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SECTION 8: The Recitals set out in this Ordinance are true and correct and are incorporated herein and made a part hereof as legislative findings of the City Council for all purposes.

SECTION 9: The City Secretary shall give notice of the passage of this Ordinance as provided in Article XI, Section 3, of the Charter of the City of Texarkana, Texas.

SECTION 10: This Ordinance shall be in full force and effect from and after its passage and approval; provided that the penalty provisions in the Code revisions set out in Sections 1 and 2 of this Ordinance (respectively, Code sections 36-74 and 28-151) shall be in full force and effect ten (10) days after passage and approval of this Ordinance.

PASSED AND APPROVED in Regular Council Session on this the **11th day of August, 2025**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2025-100 ORD amending Code Ch 36, 28, 140 (4557 : 2025-100 ORD Code Ch 28, 36, 140 amendments [coin-operated machines])

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:	Low
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:			

Public hearing (not required by statute)

Attachment: 2025-100 Goals & Perspectives (4557 : 2025-100 ORD Code Ch 28, 36, 140 amendments [coin-operated machines])

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ORDINANCE NO. 2025-100

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE FOLLOWING PROVISIONS OF THE CITY'S CODE OF ORDINANCES: CHAPTER 36, "PUBLIC AMUSEMENTS AND SPECIAL EVENTS" (AMENDING SECTIONS 36-1 AND 36-5(F), THE CAPTION OF ARTICLE III, DELETING SECTION 36-65 FROM ARTICLE III, AND ADDING NEW ARTICLE IV – "COIN-OPERATED MACHINES"); CHAPTER 28, "OFFENSES AND MISCELLANEOUS PROVISIONS" (REPEALING IN ITS ENTIRETY ARTICLE V, "CURFEW FOR MINORS", AND REPLACING WITH NEW ARTICLE V, "GAMBLING DEVICES AND CERTAIN AMUSEMENT REDEMPTION MACHINES PROHIBITED"); AND CHAPTER 140, "ZONING" (ADDING TO ARTICLE IV, "DISTRICT USE REGULATIONS", NEW SECTION 140-82, "RESTRICTION IN ALL ZONING DISTRICTS ON EXHIBITION OF COIN-OPERATED MACHINES OR COIN-OPERATED AMUSEMENT MACHINES"); CONTAINING REPEALER, SEVERABILITY, SUPERSEDING, AND PENALTY CLAUSES; CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING EFFECTIVE DATES.

WHEREAS, the Texas Local Government Code, section 215.074, authorizes a municipality to regulate the location and conduct of places of public amusements, and the City's Code of Ordinances, Chapter 36, "Public Amusements and Special Events" regulates, among other things, various public amusements, including the operation of coin-operated machines; and

WHEREAS, the City Council, on March 10, 2025, by Ordinance No. 2025-040, amended by Ordinance No. 2025-078, both incorporated herein by reference for all purposes, approved a 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

WHEREAS, Ordinance No. 2025-040 recited pending (at the time) companion bills filed during the 89th Regular Session of the Texas Legislature, HB487 and SB517, addressing proposed amendments to the Texas Penal Code for criminal offenses and defenses related to gambling devices; both bills, as initially filed, included "eight-liner" in the Penal Code definition of "gambling device" and defined "eight-liner" to mean "an electronic device capable of simulating the play of a traditional mechanical slot machine, regardless of the number of lines of play, that for consideration affords a player or user of the device an opportunity to win a prize based solely or partially on chance"; and

WHEREAS, the City Council found and determined in Ordinance No. 2025-040 that the purpose and intent of HB487 and SB517, as originally filed, to include "eight-liner" in the Penal Code definition of "gambling device" should be endorsed, and the City Manager communicated the Council's policy determination to the attention of our region's state senator; and

WHEREAS, during the City's moratorium, the legislative session adjourned sine die; and while

Attachment: 2025-100 ORD Ch. 28,36,140 amds (coin-op) signed (4557 : 2025-100 ORD Code Ch 28, 36, 140 amendments [coin-operated

the Senate passed a substitute version of SB517 which substantially differed from the initially filed version and increased certain specific Penal Code gambling offenses (i.e., gambling promotion, keeping a gambling place, and communicating gambling information) from Class A misdemeanors to felonies of the third degree, the House received the Senate bill on May 8 but the legislative session concluded with no action by the House; and

WHEREAS, absent legislative guidance on the issues addressed in Ordinance No. 2025-040, the City Council looks to the Texas Constitution and case law from the Texas Supreme Court and intermediate courts of appeal on the constitutional prohibition on lotteries and games or gaming devices which include the payment of consideration for a chance to win a prize:

Texas Supreme Court:

***Randle v. State*, 42 Tex. 580 (1874).**

> Article 12, Section 36, of the general provisions of the Constitution, contains the same prohibition as that found in Article 7, Section 17, of the general provisions of the Constitution of 1845. The article reads: "No lottery shall be authorized by this State, and the buying and selling of lottery tickets within this State is prohibited." The constitutional provision needs no aid to show what is meant, so far as the granting authority by any power in the State to establish a lottery is concerned; and it only remains to inquire, what is understood to be meant by the words, "establish a lottery."
>
> Bouvier's definition is, "A scheme for the distribution of prizes by chance," and this has been generally received by courts as the clearest and most comprehensive of the several definitions of lottery.... That it makes not the slightest difference whether it be styled a "Gift Enterprise," "Book Sale," "Land Distribution," or "Art Association," each and all are lotteries when the element of chance is connected with, or enters into the distribution of its prizes.
>
> *Id.*, 42 Tex. at 585, 589.

***City of Wink v. Griffith Amusement Co.*, 129 Tex. 40, 100 S.W.2d 695 (1936).**

> In general, it may be said that chance is the basic element of a lottery... "The ingredient of chance is, obviously, the evil principle which the law denounces and will eradicate, however it may be clothed, or however it may conceal itself in a fair exterior." ... But the Constitution condemns those things which fall short of containing all the essential elements of a lottery, namely, those things which involve the lottery principle, of which "chance" is the one which constitutes the very basis of a lottery, and without which it would not be a lottery.
>
> *Id.*, 100 S.W.2d at 701 (internal citation omitted).

***City of Fort Worth v. Rylie (Rylie II)*, 602 S.W.3d 459 (Tex. 2020).**

> [A] "lottery" includes not just contests involving scratch-off stickers and numbered ping-pong balls, but a wide array of activities that involve, at a minimum, (1) the payment of "consideration" (2) for a "chance" (3) to win a "prize".
>
> *Id.*, 602 S.W.3d at 460-61, citing *City of Wink*, 100 S.W.2d at 698.

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Texas Courts of Appeals

***State v. Robb & Rowley United, Inc.*, 118 S.W.2d 917 (Tex.App.—Galveston 1938, no writ.)(op. on reh'g).**

Every constitution of our State from 1845 down, has contained provisions against lotteries similar to those in our present constitution. And it is true that no other form of gambling has been thus singled out and expressly denounced…[O]ne of the chief characteristics of lotteries is that they infest the whole community, reach every class, prey upon the hard-earned savings of the poor, and plunder the ignorant and simple, whereas, in comparison, other forms of gambling affect only a few individuals.

Id., 118 S.W.2d at 921.

***City of Fort Worth v. Rylie*, 649 S.W.3d 246 (Tex. App.—Fort Worth 2022, pet. denied) (op. on remand).**

Even with the best of intentions, the legislature cannot sanction a lottery of any type; a constitutional amendment is necessary.... Before 1980, Article III, Section 47 [of the Texas Constitution] read, "The Legislature shall pass laws prohibiting the establishment of lotteries and gift enterprises in this State, as well as the sale of tickets in lotteries, gift enterprises or other evasions involving the lottery principle , established or existing in other States." Tex. Const. art. III, § 47 (emphases added). After voters approved charitable bingo in 1980, and charitable raffles and the state lottery later, the section now reads, "The Legislature shall pass laws prohibiting lotteries and gift enterprises in this State other than those authorized by Subsections (b), (d), (d-1), and (e) of this section."

Id., 649 S.W.3d at 250, 257 (internal citation omitted).

***State v. Gambling Device*, 859 S.W.2d 519 (Tex. App.—Houston [1st Dist.] 1993, writ denied) (emphasis in original).**

The statutory definition of a gambling device … excludes "pure skill" contrivances: those contrivances that are not designed to incorporate the element of chance, and whose results are determined solely by the player's exercise of skill. The vagueness in the statute, if any, arises when it is applied to contrivances that incorporate some combination of chance and skill.... We interpret the statute to apply to contrivances that incorporate any element of chance, even if the exercise of skill also influences the outcome.... Thus, it is the incorporation of chance that is the essential element of a gambling device, not the incorporation of a particular proportion of chance and skill.

Id., 859 S.W.2d at 522-23 (emphasis in original).

City of Fort Worth v. Rylie, supra.

The Texas Constitution commands that the legislature pass laws prohibiting lotteries, *see* Tex. Const. art. III, § 47 (a), and the legislature has largely done so, *see*, *e.g.* , Tex. Penal Code Ann. §§ 47.01 –.11.

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> That command is at the heart of an issue the Texas Supreme Court has asked us to decide and that we sidestepped in this appeal's first go-round: whether the eight-liner gambling machines at issue here, which are owned and operated by the appellees (the Operators), are unconstitutional or illegal. *City of Fort Worth v. Rylie (Rylie II)*, 602 S.W.3d 459, 460, 469 (Tex. 2020), *rev'g (Rylie I)*, 563 S.W.3d 346 (Tex. App.—Fort Worth 2018). The eight-liners are unconstitutional if they are lotteries; they are illegal either if not within the Penal Code's so-called "fuzzy animal" exclusion from the definition of outlawed gambling devices—an exclusion on which the Operators rely—or if the exclusion is itself unconstitutional, as the appellant City of Fort Worth contends. *See* Tex. Penal Code Ann. § 47.01(4)(B).
>
> A categorization as either unconstitutional or illegal will resolve the underlying preemption issue pitting Texas Occupations Code Chapter 2153, which regulates "skill or pleasure coin-operated machines," *see* Tex. Occ. Code Ann. § 2153.001, against City licensing and zoning ordinances regulating game rooms that contain "amusement redemption machines," a term that includes eight-liners. That is because the Occupations Code "does not authorize or permit" the keeping or operating of a machine or device that is "prohibited by the constitution of this state or the Penal Code." *Id.* § 2153.003 (emphasis added). If either scenario exists, Chapter 2153 of the Occupations Code has no preemptive effect because it does not apply to the Operators' machines. *Rylie II* , 602 S.W.3d at 468 (observing that "chapter 2153 does not apply to unconstitutional or illegal machines").
>
> Because we conclude that these eight-liner video slot machines are lotteries—a term more expansive than most would assume—they are unconstitutional.... Because the Operators stipulated that their eight-liners award prizes by chance and for consideration, the machines are lotteries, and the legislature cannot define around that fact.
>
> *Id.*, 649 S.W.3d at 247-48, 255; and

WHEREAS, the *Rylie* litigation cited above, spanning over a decade, put the issue of gambling and eight-liners before the Texas Supreme Court twice, in 2020 when remanding the case to the court of appeals to decide the issue whether the Operators' machines were constitutional and legal, and in 2022, after full briefing on the merits, yet the Supreme Court on the second appeal denied the Operators' petition to review the judgment of the court of appeals that the eight-liner machines of the Operators, which the Operators stipulated awarded prizes by chance and for consideration, were lotteries and therefore unconstitutional; and

WHEREAS, during the City's moratorium, the Sixth Court of Appeals at Texarkana ruled on three consolidated civil forfeiture causes involving the seizure of five devices from a Fannin County convenience store, which the State alleged to be gambling devices as that term "gambling" is defined in Chapter 47 of the Texas Penal Code, but the circumstances of the case and the resulting majority opinion of the Sixth Court of Appeals neither provides necessary policy guidance on the constitutional prohibition on lotteries nor mentions of the decade-spanning *Rylie* litigation given the circumstances of the case: following a post-seizure show-cause hearing, the trial court determined that the seized devices were not gambling devices as defined in the Penal Code and the State appealed; the Sixth Court's majority opinion identified deficiencies in the State's briefing and declined to construe the "gambling" definitions in the Penal Code because the State never requested construction of that statute in its appellate briefing—the Sixth Court cited case law which "emphasized that an appellate court has no obligation to construct and compose issues, facts, and arguments for an appellant"—and the Sixth Court expressly limited review in the consolidated causes to only article 18.18 of the Code of Criminal Procedure; the Court's opinion noted the State presented no evidence that seized funds from the devices were either proceeds of

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gambling or traced to any act of gambling; the Sixth Court's opinion held that the record of testimony at trial supported trial court findings regarding the overall nature of the devices at issue—namely, "…that all the game's modes should be considered as a whole, and that, for a skillful player, every play of the game is guaranteed to result in recovery of 105% of the amount paid to play", with no element of chance present in the determination of whether to award a prize to the skillful player; consequently, the Sixth's court majority opinion concluded, "[b]ased on the circumstances of this case—the evidence presented to the trial court, the factual findings of the trial court, the issue presented on appeal, and the deferential standard of review—we affirm the challenged factual findings of the trial court" and the majority affirmed the trial court's judgment, to which the Chief Justice of the Sixth Court of Appeals dissented without opinion; and

WHEREAS, without a stipulation from owners or operators of coin-operated machines similar to that in the *Rylie* litigation that such machines award prizes by chance and for consideration, the Council perceives a constraint on promulgating policy, absent guidance from the Texas Supreme Court or the Sixth Court of Appeals or the Texas Legislature, exactly as was proposed in the original filings of HB487 and SB517; nevertheless, the Council can, and by this Ordinance does, revise the City's Code consistent with the Texas Constitution as amended, to identify and proscribe as unconstitutional and illegal certain machines that, among other things, award prizes by chance and for consideration (as the City of Fort Worth coined in its ordinances, certain "amusement redemption machine"); and

WHEREAS, nothing in this Ordinance should be construed as prohibiting—as the First Court of Appeals at Houston phrased it in *State v. Gambling Device* cited above—"'pure skill' contrivances: those contrivances that are not designed to incorporate the element of chance, and whose results are determined solely by the player's exercise of skill", which is consistent with case law that the incorporation of chance is the essential element of a gambling device, regardless of any proportion of chance as compared to skill; and

WHEREAS, for "coin-operated machines" regulated by Texas Occupations Code Chapter 2153, the Council, by this Ordinance, expands existing Code provisions with respect to, among other things, the application and permitting for such machines and penalties for non-compliance, and incorporates a City-wide zoning change restricting the exhibition of such machines within 300 feet of a church, school, or hospital as authorized by Section 2153.452(b) of the Occupations Code; 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 a change or amendment relating to the regulations or text of the Zoning Ordinance not affecting specific property), and pursuant to City Code section 140-317, have given the requisite notice by publication of the public hearing before the Planning and Zoning Commission and the City Council not less than ten days before the hearing by publication in a newspaper of general circulation in the city, which stated the date, time, and place of the public hearing and the nature of the subject to be considered, to-wit: "Amendment to Ch. 140 of the Code of Ordinances / Land Development Code not affecting specific property: restricting the exhibition of a coin-operated amusement machine within 300 feet of a church, school, or hospital pursuant to Texas Occupations Code section 2153.452(b)"; after consideration of said amendment, the Planning and

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Zoning Commission of the City of Texarkana, Texas, voted five (5) to zero (0) to recommend for approval said amendment as authorized by the Texas Occupations Code; and after consideration of the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that a City-wide zoning change restricting the exhibition of a coin-operated amusement machine within 300 feet of a church, school, or hospital 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: Chapter 36, "Public Amusements and Special Events", of the Code of Ordinances of the City of Texarkana, Texas, shall be amended as follows:

a. Section 36.1 – Definitions, is hereby amended in its entirety as follows:

> **Sec. 36-1. Definitions.**
>
> For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section, except where the context clearly indicates a different meaning:
>
> *Public amusements* include operation of circuses, rides, carnivals, side shows, gaming places, billiard halls, bingo halls, dance halls, night clubs, skating rinks, skateboarding places, shooting galleries, bowling alleys and other similar amusement enterprises where people gather for similar amusement activities, games, or entertainment. The term "public amusements" also includes operation of *coin-operated machines* defined and regulated by article IV of this chapter.
>
> *Special events* include parties, dances, weddings, celebrations or other gatherings which would likely result in traffic congestion, parking problems, crowds, sanitation problems, excessive noise, security or safety concerns, violations of any city ordinance, or any other circumstances likely to cause a breach of the peace or adversely affect the health and safety of the public or any participant at the special event.
>
> *Special events and public amusements committee*, hereinafter referred to as "committee," will consist of city staff with specialized training related to law enforcement, fire safety, zoning, building standards, public health, traffic control or other expertise necessary to protect the public or the participants from the potential adverse consequences of a special event or public amusement.

b. Section 36-5, Issuance of Permit, subsection (f), is amended in its entirety as follows:

> (f) There is no fee for a one-day special event permit or a one-day public amusement permit. There is a fee for an annual special event permit or an annual public amusement permit. The permit shall indicate the name of the person responsible for compliance with the provisions of this chapter, the type of special event or public amusement authorized by the permit, address, days of the week and hours of operation authorized by the permit, any applicable age restrictions for the premises, and the effective dates of the permit. A separate permit and permit fee is required for each premises. Issuance of permits and permit fees for coin-operated machines shall be regulated by article IV of this chapter.

c. The title to Article III is amended and retitled, "Public Amusement".

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d. Section 36-65 is deleted from Article III, "Public Amusement".

e. Chapter 36 is amended by adding New Article IV, "Coin-Operated Machines", as follows:

ARTICLE IV. COIN-OPERATED MACHINES

Sec. 36-65. Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section, except where the context clearly indicates a different meaning:

Applicant means the person who submits an application to the City pursuant to section 36-69 of this Code; the term "applicant" shall also be construed to mean co-applicants when the context requires [*see* section 36-69(a)].

Application means the information and documentation required by section 36-69 of this article and shall encompass both the initial application for a coin-operated machine permit and a subsequent renewal application for a coin-operated machine previously permitted.

Coin-operated machine or *coin-operated amusement machine* means any kind of machine or device operated by or with a coin or other United States currency, metal slug, token, electronic card, or check, including a music or skill or pleasure coin-operated machine. For the purposes of this article, the term "coin-operated machine" includes the definition in Texas Occupations Code § 2153.002(1). For the purposes of this article, the term "coin-operated machine" (a) does not include a vending machine used solely to make a purchase of food, beverage, or merchandise; and (b) excludes or exempts the machines listed in Texas Occupations Code § 2153.004.

Owner means a person who has title to or pecuniary interest in a coin-operated machine, or who has fee simple title or leasehold interest to the real property upon which a coin-operated machine is or will be exhibited, or who the Applicant knows has an intent to acquire any interest, pecuniary or otherwise, in said machine or real property, or who will contract to place a coin-operated machine at a location and receive revenue from such contract or placement; and the term "owner" also means:

(A) with respect to a foreign or domestic for-profit corporation or real estate investment trust, a shareholder;

(B) with respect to a foreign or domestic partnership, a partner;

(C) with respect to a foreign or domestic limited liability company or professional association, a member;

(D) with respect to another foreign or domestic entity, an owner of an equity interest in that entity; and

(E) an investor.

Person means an individual or a corporation, association, limited liability company, or other entity or organization governed by the Business Organizations Code.

Police department means the Texarkana, Texas, Police Department, accredited by the Texas Police Chiefs Association, signifying the department's compliance with the Texas Law Enforcement Best Practices Program.

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Sec. 36-66. - Occupation tax levied; release and replacement fees; receipt of occupation tax to be attached to machine.

(a) Pursuant to Texas Occupations Code, under § 2153.401(b), the state imposes on each coin-operated machine that an owner exhibits or displays, or permits to be exhibited or displayed in this state, a tax rate of $60 per year; and under § 2153.451, a municipality may impose an occupation tax on a coin-operated machine in this state that may not exceed one-fourth of the rate of the tax imposed under § 2153.401. In accordance with the Texas Occupations Code, every person who is an owner of or controls, exhibits, displays, or permits to be exhibited or displayed in this city any coin-operated machine shall pay, and there is hereby levied on every such machine except such as may be exempted by Texas law, an annual occupation tax per machine equal to one-fourth or 25% of the occupation tax charged and collected by the state. The occupation tax levied by this article shall be paid to the city. The city shall issue a receipt reflecting payment of the occupation tax per machine.

(b) In accordance with the Texas Occupations Code § 2153.453, a municipality that imposes an occupation tax on a coin-operated machine may seal a coin-operated machine if the tax imposed is not paid and may charge a fee of not more than $5 for the release of a sealed coin-operated machine. In accordance with the Texas Occupations Code, the City shall seal a coin-operated machine if the tax imposed by state law is not paid; and the City shall charge a fee of $5 for the release of a sealed coin-operated machine.

(c) The receipt reflecting payment of the occupation tax levied by this article shall be attached to the coin-operated machine mentioned in the receipt and shall bear the serial number of the particular machine. The City shall charge a fee of 50% of the occupation tax levied pursuant to subsection (a) of this section for issuing a replacement occupation tax receipt for one lost, destroyed, or mutilated.

(d) Nothing in this section shall prevent the operator of the coin-operated machine from paying the tax levied in this section for the account of the owner, but the payment of the tax by the operator or other person shall not relieve the owner from the responsibility of complying with all provisions of this article.

(e) The City portion of the occupation tax levied and fees established by this article may be included in the City's Master Fee list.

Sec. 36-67. – Offenses; non-payment of occupation tax; failure to attach receipt to machine; prohibition on transfer of receipt.

(a) It shall be unlawful for any person to operate, exhibit, or display any coin-operated machine in the city without having paid the occupation tax levied by this article.

(b) It shall be unlawful for any person to operate, exhibit, or display any coin-operated machine in the city without having attached thereto an occupation tax receipt.

(c) It shall be unlawful for any person to transfer an occupation tax receipt issued for a certain coin-operated machine to any other coin-operated machine.

Sec. 36-68. - Permit required; issuance.

(a) It shall be unlawful for any person who owns, controls, exhibits, displays, or permits to be exhibited or displayed in this city any coin-operated machine subject to Texas Occupations Code § 2153.451 to exhibit or display, or permits to be exhibited or displayed in this city, without first

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obtaining a permit for such machine from the chief of police or designee.

(b) If a permit request is approved, the chief of police or designee shall issue a permit for a coin-operated machine, one permit per machine; and the permit shall issue only after applicant pays all required taxes and fees.

(c) A permit issued under the provisions of this article must be visibly displayed on the coin-operated machine. Visible display of the permit shall be in addition to the requirement of section 36-67(a).

Sec. 36-69. - Application for permit of coin-operated machine; application windows.

(a) The City will accept an application for a coin-operated machine permit only from an owner and only in-person at the police department, submitted to the chief of police or designee. If the applicant is not the owner of both the coin-operated machine and the fee simple title to the real property upon which a coin-operated machine is or will be exhibited, then the application must be submitted and signed by co-applicants (that is, both the owner of the coin-operated machine and the owner of fee simple title to the real property upon which a coin-operated machine is or will be exhibited).

(b) The chief of police shall prescribe the form of the permit application and may require on the prescribed form the submission of additional information or supporting documentation as reasonably necessary to administer and enforce this ordinance. The application must include, at a minimum, the following categories of information:

(1) Applicant's name, address, telephone number, state issued driver's license number or state identification card number, and proof of ownership of the coin-operated machine to be permitted and the fee simple title to the real property upon which the coin-operated machine will be exhibited;

(2) Name, address, telephone number, emergency telephone number, and any trade name or assumed name or d/b/a of any and all owners;

(3) Whether a previous permit of the applicant or any owner has been revoked within two years of filing the application;

(4) Within the preceding five years, any occupation of the applicant and any owner, limited specifically to any occupation involving or including ownership or operation of coin-operated machines;

(5) If the applicant or any owner has been convicted of any crime related to gambling, the date, location, and nature of the offense and the penalty received (use, if any, of information provided shall be subject to the restrictions of Texas Occupations Code Ch. 53, subch. B.);

(6) The street address of the location where the coin-operated machine will be exhibited;

(7) Name, address, telephone number, and emergency telephone number of the occupier or operator of the building, if different from the owner, where the coin-operated machine will be exhibited;

(8) Machine identification, technical specifications, prize characteristics, and the serial number of each coin-operated machine sought to be permitted;

(9) A floor plan of the interior of the building where the coin-operated machine will be exhibited, specifically depicting the layout and placement of all existing coin-operated machines, coin-operated machines sought to be permitted, the manager's station(s), restroom facilities, and all areas to which patrons will not be permitted;

(10) Applicant's signed consent or waiver authorizing the chief of police to request, on behalf of applicant, the applicant's criminal history reports from the Texas Department of Safety, the Texas Comptroller's Office, or any appropriate federal agency;

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(11) With disclosure of an entity in response to any required information, applicant must also disclose the EIN, legal name registered with the Texas Secretary of State, and the registered agent for the entity;

(12) A statement under oath, attested by a notary public, that:

- Applicant is the owner [or one co-applicant is owner of the coin-operated machine, and the other co-applicant is the owner of the real property upon which the coin-operated machine will be exhibited];
- All information contained in the application is true and correct;
- The coin-operated machine for which a permit is sought will not be exhibited in an area restricted by section 140-82 of this Code;
- The coin-operated machine for which a permit is sought will not be used as a prohibited gambling device or amusement redemption machine as defined in this Code; and
- The real property and premises where the coin-operated machine will be exhibited will be operated in accordance with this Code and all state and federal laws.

(c) The chief of police or designee is hereby authorized to establish, modify, and publish designated application windows or time periods during which applications may be submitted; outside of such periods, applications shall not be accepted or considered; and this authorization includes the authority to determine the duration, frequency, and criteria for such windows, with the objective of ensuring orderly processing and efficient resource allocation.

(d) The city shall suspend the processing of an application upon a determination that the applicant or any owner is indebted to the city for any fee, costs, penalties, or delinquent taxes.

Sec. 36-70. - Grounds for denial of application; effect.

(a) The city shall deny an application and refuse to approve issuance of a permit for one or more of the following reasons:

(1) Any failure or omission of information and documents required by the permit application as authorized by section 36-69 of this article;

(2) A determination by the city that inaccurate, erroneous, or incomplete information has been submitted;

(3) A determination that the coin-operated machine is intended to be exhibited in an area restricted by section 140-82 of this Code;

(4) A false statement as to a material matter made in an application for a permit;

(5) Revocation of a permit issued pursuant to this article within two years preceding the filing of the application, said permit either requested by Applicant or relating to any owner;

(6) Refusal or failure to pay the occupation tax on any coin-operated machine;

(7) Refusal or failure to pay any fees assessed by this article;

(8) Applicant or any owner has, within the past three years, been convicted of any violation of this article or Ch. 28, art. V of this Code ; or

(9) Applicant or any owner has, within the past ten years, been convicted of a crime involving moral turpitude.

(b) Denial of a permit shall be with prejudice for a period of six (6) months from the date of denial to refiling any new application for permitting any coin-operated machine by Applicant or

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any owner disclosed in or otherwise associated with the denied application.

Sec. 36-71 - Suspension or revocation of permit.

(a) Power and authority. If any individual, company, corporation, or association who owns, operates, exhibits, or displays any coin-operated machine(s) in this city shall violate any provision of this article, the city shall have the power and authority to suspend or revoke the permit(s) issued hereunder to any of the foregoing by giving written notice, stating the reason justifying such suspension or revocation, and the permit shall be suspended or revoked ten days from date of such notice.

(b) Suspension. The chief of police or designee shall suspend a permit for a coin-operated machine for a period not to exceed 30 days if he or she determines any of the following:

(1) Exhibition of the coin-operated machine violates or is not in compliance with any of the provisions of this Code;

(2) Refusal to allow an inspection or interfering with an inspection of the coin-operated machine by the owner, occupier, or operator of any business where a coin-operated machine is exhibited;

(3) Repeated calls for police service relating to the real property or business where a coin-operated machine is exhibited; or

(4) Any change of Applicant or owner, unless such change was provided in writing to the chief of police, together with updated and accurate Applicant and owner information per section 36-69(b) of this article, not less than five business days following change of ownership.

(c) Effect of suspension. If the permit of any coin-operated machine is suspended, the City shall send to the Applicant, by certified mail, return receipt requested, written notice of such action. Applicant and owner, jointly and severally, shall be required to remove the machine from public access and shall not operate, display, or permit to be operated or displayed said machine unless and until the suspension is lifted.

(d) Revocation. The chief of police or designee shall revoke a permit for a coin-operated machine if he or she determines that:

(1) Applicant gave false or misleading information in the material submitted to the city during the application process;

(2) Applicant or owner, or the occupier or operator of any real property or business where a coin-operated machine is exhibited, knowingly allowed the possession, use, or sale of a controlled substance on the premises;

(3) Applicant or owner, or the occupier or operator of any real property or business where a coin-operated machine is exhibited, knowingly operated a coin-operated machine during a period of time when the permit for such machine was suspended;

(4) Applicant or owner, or the occupier or operator of any real property or business where a coin-operated machine is exhibited, knowingly allowed the operation of a coin-operated machine during a period of time when the permit for such machine was suspended; or

(5) A cause of suspension under section 36-71(b) occurs and the permit for the coin-operated machine has been previously suspended within the preceding twelve months.

(e) Effect of revocation. If the permit of any coin-operated machine is revoked, the City shall send to the Applicant, by certified mail, return receipt requested, written notice of such action and notification of the right to appeal to the city manager or the city manager's designee pursuant to section 36-72 of this article. Applicant and owner, jointly and severally, shall be required to remove the machine from public access and shall not operate, display, or allow to be operated or displayed

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said machine unless and until a new permit is granted. No permit shall be issued to any Applicant or owner who has had a coin-operated machine permit revoked within a period of one year of the date or revocation.

Sec. 36-72. - Appeal from denial or revocation of permit.

(a) If the chief of police or designee denies the issuance of a permit or revokes an issued permit, the action of the chief of police or designee shall be final unless the applicant or permittee (hereinafter, appellant) within ten (10) days after notice of such action, files with the chief of police or designee an appeal of such action and a written explanation of the basis for the appeal, together with any documentation the appellant contends supports reversal of the action.

(b) If such an appeal as prescribed by this section is timely filed, the appeal shall operate as a stay of a revocation; provided, however, that the Applicant and owner, jointly and severally, shall be required to remove the machine from public access and shall not operate, display, or permit to be operated or displayed said machine during the stay. The city manager or designee shall review and make a final decision of the matter within thirty (30) days after the date of the filing of such an appeal. The decision of the city manager or designee shall be the final decision of the City.

(c) This section shall not be construed to provide for an appeal of a suspension pursuant to section 36-71(b) of this article.

Sec. 36-73. Coin-operated machines in certain areas prohibited; owner to be held criminally responsible.

(a) It shall be an offense for any person to violate any provision of this article.

(b) It shall be an offense for any person to exhibit, maintain, display for patronage, or otherwise keep for operation by the patrons a coin-operated machine within three-hundred (300) feet of a church, school, or hospital. It shall be a defense to prosecution under this subsection that a coin-operated machine was permitted prior to August 11, 2025.

(c) It shall be an offense for any person to exhibit, maintain, display for patronage, or otherwise keep for operation by the patrons any coin-operated machine within any zoning district other than as authorized for amusements in section 140-179 [*see* Amusement*, commercial (indoor)*] of this Code.

(d) In addition to prohibiting certain conduct by a person, it is the intent of this chapter to hold an owner of a coin-operated machine criminally responsible for prohibited conduct performed by the owner or an agent acting on behalf of the owner and within the scope of the agent's office or employment.

Sec. 36-74. - Penalty and enforcement.

(a) Any person violating the provisions of this article shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished as provided in section 1-5 of this Code.

(b) Each day an offense continues shall constitute a separate offense.

(c) The city may further enforce the provisions of this article by any action at law or in equity to enjoin any person from exhibiting any coin-operated machine in violation of this article.

(d) *Civil remedies*. Pursuant to Texas Local Government Code § 54.012(5), the provisions of subch. B of ch. 54 of the Texas Local Government Code are hereby implemented for any violation of this article, any such violation being classified by the Texas Penal Code as a Class C misdemeanor, so that the city may seek civil penalties and injunctive relief under the provisions of subch. B of ch. 54.

(e) The provisions of this section are cumulative of state law.

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Sec. 36-75. – Construction of article.

In the event of any conflict between this article and any other provision of this Code, this article shall supersede and control. Nothing contained in this article shall be construed or have the effect to license, permit, authorize, or legalize any existing or future machine, device, table, gambling device, amusement redemption machine, or gaming machine, the keeping, exhibition, operation, display, or maintenance of which is illegal or in violation of any ordinance of the city, any section of the penal code of this state, or the constitution of this state.

SECTION 2: Chapter 28, "Offenses and Miscellaneous Provisions", of the Code of Ordinances of the City of Texarkana, Texas, shall be amended by repealing in its entirety article V, "Curfew for Minors", and replacing with new article V, "Gambling Devices and Certain Amusement Redemption Machines Prohibited", as follows:

ARTICLE V. Gambling Devices and Certain Amusement Redemption Machines Prohibited

Sec. 28-149. Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section, except where the context clearly indicates a different meaning:

Amusement redemption machine means any electronic, electromechanical or mechanical contrivance, including sweepstakes machines, designed, made, and adapted solely for bona fide amusement purposes, and that by operation of chance or a combination of chance and skill, regardless of any proportion of chance as compared to skill, affords the user, in addition to any right of replay, an opportunity to receive exclusively noncash merchandise prizes, toys, or novelties, or a representation of a value redeemable for those items, that have a wholesale value available from a single play of the game or device of not more than 10 times the amount charged to play the game or device once or $5, whichever is less. The term "amusement redemption machine", as used in this Code, shall also include any device that is prohibited by the constitution or penal laws of this state.

The term "*Amusement redemption machine*" does not include:

(1) A machine that awards the user non-cash merchandise prizes, toys, or novelties solely and directly from the machine, including claw, crane, or other similar machines;

(2) A machine from which the opportunity to receive non-cash merchandise prizes, toys or novelties, or a representation of value redeemable for those items, varies depending on the user's ability to throw, roll, flip, toss, hit, or drop a ball or other physical objects into the machine or a part thereof, including basketball, golf, bowling, or similar machines. A representation of value means cash paid under authority of sweepstakes contestants as provided by the Texas Business and Commerce Code Section 43, or a gift certificate or gift card that is presented to a merchant in exchange for merchandise.

City official includes a police officer, code enforcement officer, fire marshal, or building official of the City.

Gambling device shall have the same meaning as defined in Texas Penal Code section 47.01(4).

Owner shall have the same meaning as defined in Texas Penal Code 1.07(a)(35); and, for purposes

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of this chapter,

(A) with respect to a foreign or domestic for-profit corporation or real estate investment trust, a shareholder;

(B) with respect to a foreign or domestic partnership, a partner;

(C) with respect to a foreign or domestic limited liability company or professional association, a member; and

(D) with respect to another foreign or domestic entity, an owner of an equity interest in that entity.

Prohibited game room means a building, facility, or other place where a gambling device or amusement redemption machine is exhibited.

Person shall have the same meaning as defined in Texas Penal Code 1.07(a)(38).

Public amusements as defined in section 36-1 shall also include operation of coin-operated machines or coin-operated amusement machines.

Sec. 28-150. Gambling devices and amusement redemption machines prohibited; owner to be held criminally responsible.

(a) It shall be an offense for any person to exhibit, maintain, display for patronage, or otherwise keep for operation by patrons any gambling device or amusement redemption machine.

(b) It shall be an offense for any person to operate a prohibited game room within the City limits.

(c) In addition to prohibiting certain conduct by a person, it is the intent of this article to hold an owner of a gambling device or amusement redemption machine criminally responsible for prohibited conduct performed by the owner or an agent acting on behalf of the owner and within the scope of the agent's office or employment.

Sec. 28-151. Penalty and enforcement.

(a) Any person violating the provisions of this article shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished as provided in section 1-5 of this Code.

(b) Each day an offense continues shall constitute a separate offense.

(c) The city may further enforce the provisions of this article by any action at law or in equity to enjoin any person from conducting any business in violation of this chapter.

(d) The Municipal Court of Record of the City of Texarkana, Texas, shall have the power to issue to the city official or designee search warrants or other process allowed by law, where necessary to aid in enforcing this article.

(e) In addition to the criminal offenses and penalties prescribed in this chapter, the City may pursue other remedies such as abatement of nuisances, administrative adjudication, revocation of permits, or any action at law or in equity to enjoin any person from conducting any business in violation of this article.

(f) Any person held in violation of this article shall be obligated to compensate the City for all expenses, losses, or damages directly arising from the City's efforts to remedy the effects of the violation.

(g) It shall not be a defense to prosecution under this article that a coin-operated machine permit or coin-operated amusement machine permit had been issued under Chapter 36 of this Code for a device or machine determined to be in violation of section 28-150.

Attachment: 2025-100 ORD Ch. 28,36,140 amds (coin-op) signed (4557 : 2025-100 ORD Code Ch 28, 36, 140 amendments [coin-operated

(h) *Civil remedies.* Pursuant to Texas Local Government Code § 54.012(5), the provisions of subch. B of ch. 54 of the Texas Local Government Code are hereby implemented for any violation of this article, any such violation being classified by the Texas Penal Code as a Class C misdemeanor, so that the city may seek civil penalties and injunctive relief under the provisions of subch. B of ch. 54.

(i) The provisions of this section are cumulative of state law.

Sec. 28-152—28-180. - Reserved.

SECTION 3: Chapter 140, "Zoning", of the Code of Ordinances / Land Development Code of the City of Texarkana, Texas, shall be amended by adding to article IV, "District Use Regulations", new Section 140-82, "Restriction in all zoning districts on exhibition of coin-operated machines or coin-operated amusement machines", as follows:

Sec. 140-82. – Restriction in all zoning districts on exhibition of coin-operated machines or coin-operated amusement machines.

The exhibition of a coin-operated machine or coin-operated amusement machine (as defined in chapter 36, article IV of this Code) within 300 feet of a church, school, or hospital is prohibited in all zoning districts.

Secs. 140-83—140-105. – Reserved.

SECTION 4: The changes to Code Chapter 36 require the following transition provision. New Code section 36-69(d) authorizes the Chief of Police or designee to establish, modify, and publish designated application windows or time periods during which applications for a coin-operated machine permit may be submitted; and outside of such periods, applications shall not be accepted or considered. To provide adequate time for public awareness of the changes made by this Ordinance, promulgation of forms required by the adopted revisions, and police department readiness for receipt and processing of applications, the Council sets the first such application window to open Wednesday, September 4, 2025, from 8 a.m. to Noon and 1 p.m. to 4 p.m., for in-person submittal of applications at the department's physical address, 100 N. State Line Ave., # 16, Texarkana, Texas, 75501.

SECTION 5: If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6: In the event a section, clause, sentence, or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

SECTION 7: In the event of any conflict between this Ordinance and any other ordinances or parts of ordinances, this Ordinance shall supersede and control.

Attachment: 2025-100 ORD Ch. 28,36,140 amds (coin-op) signed (4557 : 2025-100 ORD Code Ch 28, 36, 140 amendments [coin-operated

PUBLISH

SECTION 8: The Recitals set out in this Ordinance are true and correct and are incorporated herein and made a part hereof as legislative findings of the City Council for all purposes.

SECTION 9: The City Secretary shall give notice of the passage of this Ordinance as provided in Article XI, Section 3, of the Charter of the City of Texarkana, Texas.

SECTION 10: This Ordinance shall be in full force and effect from and after its passage and approval; provided that the penalty provisions in the Code revisions set out in Sections 1 and 2 of this Ordinance (respectively, Code sections 36-74 and 28-151) shall be in full force and effect ten (10) days after passage and approval of this Ordinance.

PASSED AND APPROVED in Regular Council Session on this the **11th day of August, 2025**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:40p.m.

Attachment: 2025-100 ORD Ch. 28,36,140 amds (coin-op) signed (4557 : 2025-100 ORD Code Ch 28, 36, 140 amendments [coin-operated

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 7/11/2025 4:17 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2025-106 rezoning on an approximate 3.498-acre tract of land (being Tract 201), George Brinlee HRS, A-18, located at 3133 Pleasant Grove Road from Single Family-1 to Planned Development-Office. David Potter, II, owner, and Kayla Wood, MTG Engineers & Surveyors, agent.		

Briefing: 8/11/2025 **Public Hearing:** 8/11/2025 **Council Vote:** 8/11/2025

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 David J. Potter, II, owner, and Kayla Wood with MTG Engineers and Surveyors, agent, to rezone on an approximate 3.498-acre tract of land (being Tract 201) George Brinlee HRS, located at 3133 Pleasant Grove Single Family-1 to Planned Development-Office.

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

The adjacent zoning is Single Family-1 to the north, south, east, and west. The adjacent land use is residential to the north, east and west, and vacant land to the south.
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 approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

July 7, 2025

Attachments

a. 2025-106 ORD rezoning 3133 Pleasant Grove Rd (DOCX)
b. 2025-106 EXH 'A' (Legal Description) (PDF)
c. 2025-106 ATTH 01 (Maps) (PDF)
d. 2025-106 ATTH 02 (Opposition letter) (PDF)
e. 2025-106 Goals & Perspectives (DOCX)
f. 2025-106 ORD rez 3133 PG Rd signed (PDF)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	07/08/2025 4:47 PM
Public Works Department	Dusty Henslee	Reviewer	Completed	07/09/2025 7:50 AM
City Manager	David Orr	Reviewer	Completed	07/09/2025 8:28 AM
City Council	Jennifer Evans	Meeting	Completed	07/14/2025 6:00 PM

Meeting History

Z-25-11

ORDINANCE NO. 2025-106

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 3.498-ACRE (BEING TRACT 201), GEORGE BRINLEE HRS, A-18, LOCATED AT 3133 PLEASANT GROVE ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-1 TO PLANNED DEVELOPMENT-OFFICE; 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 3.498-acre tract of land (being Tract 201), George Brinlee HRS, A-18 (EXH 'A'), located at 3133 Pleasant Grove Road,** in the City of Texarkana, Bowie County, Texas, from **Single Family-1 to Planned Development-Office**; 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-1 to Planned Development-Office on an approximate 3.498-acre tract of land (being Tract 201), George Brinlee HRS, A-18 (EXH 'A'), located at 3133 Pleasant Grove 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 **Single Family-1 to Planned Development-Office**; 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-1 to Planned Development-Office** 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 3.498-acre tract of land (being Tract 201), George Brinlee HRS, A-18 (EXH**

Attachment: 2025-106 ORD rezoning 3133 Pleasant Grove Rd (4558 : 2025-106 ORD resoning SF-1 to PD-Office 3133 Pleasant Grove Rd)

'A'), located at 3133 Pleasant Grove Road in the City of Texarkana, Bowie County, Texas, from **Single Family-1 to Planned Development-Office.**

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 **11th day of August, 2025.**

ATTEST:

_____	_____
JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2025-106 ORD rezoning 3133 Pleasant Grove Rd (4558 : 2025-106 ORD resoning SF-1 to PD-Office 3133 Pleasant Grove Rd)

Property Description
3.502 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 all of that certain tract of land described as 3.498 acres in the deed from Angela Estill Melde to Texarkana Retail Holdings LLC., dated October 30, 2024, recorded in Document No. 2024-00010283 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, capped AR1233 TX5080, lying in the West right-of-way line of Farm-To-Market Road No. 2878 (Pleasant Grove), the Northeast corner of the said 3.498 acre tract and the Southeast corner of that certain tract of land described as Tract 3, with 0.695 acres in the deed form David R. Grant, et ux to David R. Grant and Richie R. Stevens-Grant Living Trust, dated September 6, 2022, recorded in Document No. 2023-00000545 of the Real Property Records of Bowie County, Texas;

THENCE South 02 degrees 41 minutes 06 seconds East a distance of 270.84 feet along the East line of the said 3.498 acre tract and the West right-of-way line of the said Pleasant Grove Road to a Type I TxDOT right-of-way marker found for a corner, at the beginning of a circular curve to the right;

THENCE in a southwesterly direction along the arc of the said circular curve, a distance of 114.71 feet, with a delta angle of 83 degrees 27 minutes 37 seconds, a radius of 78.75 feet, and a chord bearing of South 39 degrees 27 minutes 52 seconds West, and a chord distance of 104.84 feet to a mag spike(control monument) found for a corner, at the end of the said circular curve;

THENCE South 80 degrees 24 minutes 33 seconds West, basis of bearings, a distance of 380.55 feet along the South line of the said 3.498 acre tract and the North right-of-way line of Farm-to-Market Road 2878 (McKnight Road) to a 1/2 inch steel rod (control monument) found for a corner, capped AR1233 TX5080, the Southwest corner of the said 3.498 acre tract and the Southeast corner of that certain tract of land described as 9.331 acres in the deed from Billy N. Hall, et ux to Jason Hensly, et ux, dated June 22, 2017, recorded in Document No. 2017-00007183 of the Real Property Records of Bowie County, Texas;

THENCE North 20 degrees 34 minutes 58 seconds West a distance of 57.21 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a mag nail found for a corner, at an angle point;

THENCE North 07 degrees 09 minutes 58 seconds West a distance of 58.92 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a mag nail found for a corner, at an angle point;

THENCE North 29 degrees 29 minutes 20 seconds East a distance of 30.94 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a 1/2 inch steel rod found for a corner, capped AR1233 TX5080, at an angle point;

THENCE North 51 degrees 55 minutes 26 seconds East a distance of 24.71 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a 1/2 inch steel rod found for a corner, capped AR1233 TX5080, at an angle point;

Attachment: 2025-106 EXH 'A' (Legal Description) (4558 : 2025-106 ORD resoning SF-1 to PD-Office 3133 Pleasant Grove Rd)

THENCE North 01 degrees 47 minutes 58 seconds West a distance of 17.00 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a 1/2 inch steel rod set for a corner, capped MTG ENG, at an angle point;

THENCE North 10 degrees 45 minutes 02 seconds East a distance of 40.00 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a mag nail found for a corner, at an angle point;

THENCE North 14 degrees 43 minutes 02 seconds East a distance of 35.00 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a mag nail found for a corner, at an angle point;

THENCE North 26 degrees 38 minutes 02 seconds East a distance of 50.00 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a 1/2 inch steel rod set for a corner, capped MTG ENG, at an angle point;

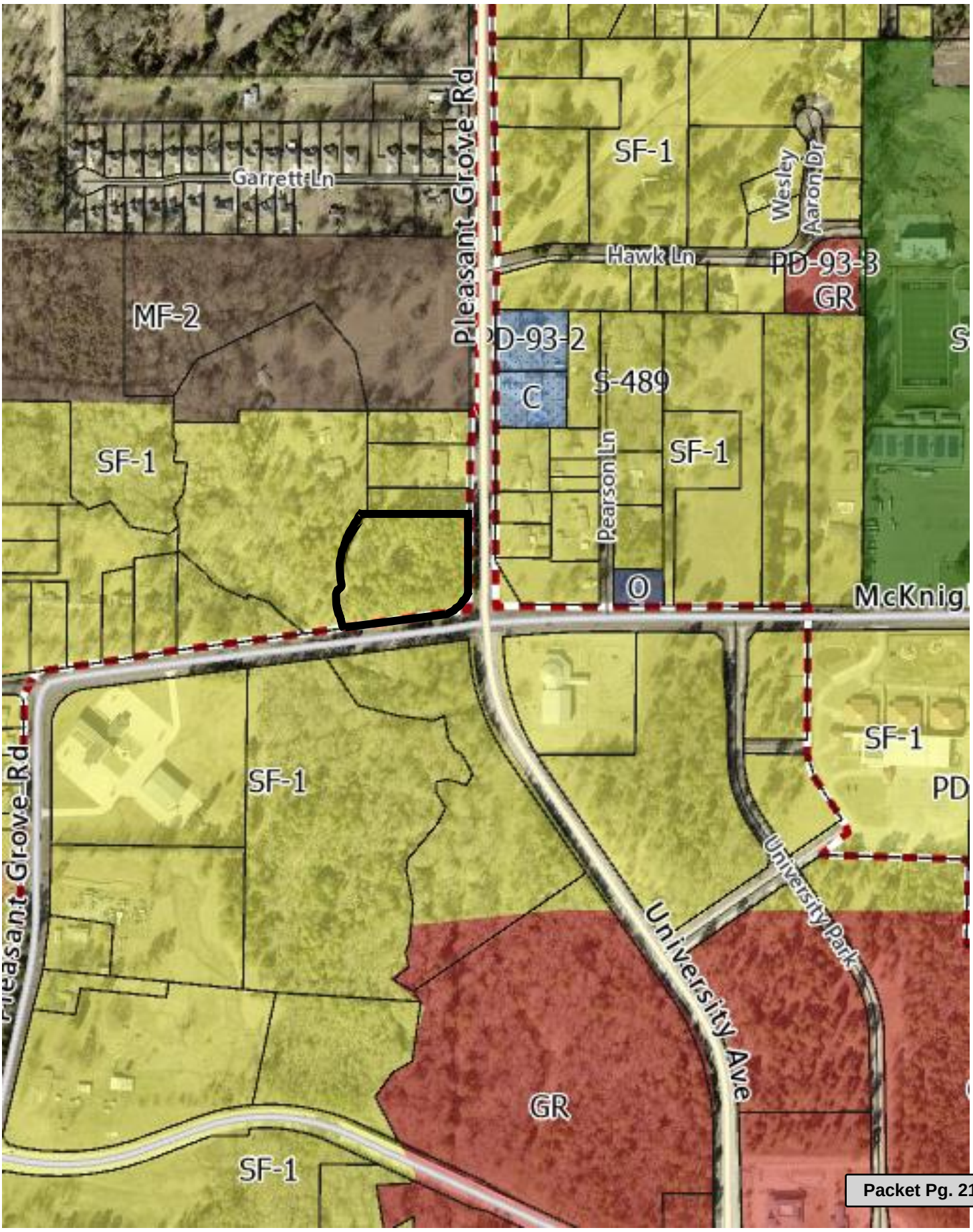
THENCE North 21 degrees 44 minutes 02 seconds East a distance of 118.50 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a fence corner post found for a corner, the Northwest corner of the said 3.498 acre tract, the Southwest corner of the said 0.695 acre tract, and an angle point in the East line of the said 9.331 acre tract;

THENCE North 87 degrees 20 minutes 29 seconds East a distance of 340.21 feet along the North line of the said 3.498 acre tract and the South line of the said 0.695 acre tract to the point of beginning and containing 3.502 acres of land, at the time of this survey.

Attachment: 2025-106 EXH 'A' (Legal Description) (4558 : 2025-106 ORD resoning SF-1 to PD-Office 3133 Pleasant Grove Rd)

2025-106 ATTH 01
Z-25-11

3133 Pleasant Grove Road



Attachment: 2025-106 ATTH 01 (Maps) (4558 : 2025-106 ORD resoning SF-1 to PD-Office 3133 Pleasant Grove Rd)

2025-106 ATTH 01
Z-25-11

3133 Pleasant Grove Road



Attachment: 2025-106 ATTH 01 (Maps) (4558 : 2025-106 ORD resoning SF-1 to PD-Office 3133 Pleasant Grove Rd)

July 7,2025

Dear Planning and Zoning Committee,

Our names are David and Richie Grant. We reside at 3307 Pleasant Grove Road in Texarkana Texas. We are submitting this letter of opposition to the planning commission regarding the proposal to change the property right next door to us from Single Family-1 zoning to Planned Development-Office (Case Number Z-25-11).

We appreciate the opportunity to present our concerns and thank you for your time.

This change next door has already had significant impact upon us. Up until this past year, we have lived in a beautiful wooded residential area of Texarkana. We have lived here for about 3 decades and have greatly enjoyed our home. The south side of our home is our office area, and we have loved the park like atmosphere through those windows in this residential area. As they began to prepare for the future of this property, the first thing they have done is to completely clearcut all of the large old growth trees that have been on that property for decades. Since that work was undertaken and now that they have finished that stage, we have personally been contacted by dozens and dozens of people. Personal friends, total strangers, lawyers, contractors and others have all cried out with one voice that they are appalled by what has been done in this beautiful residential neighborhood. Many have characterized it as a rape of the land and others have told us that they actually cried when they saw what had been done. They have expressed sorrow for us and for what has happened in such a significant manner right next door. These comments have come unsolicited from friends as well as total strangers. In the ensuing months, we have never heard one person speak positively of what has so far transpired. Several have voiced concern about us having to deal with commercial operations as our new next door neighbor and they have expressed the unlikelihood that someone would be willing to purchase our home in the future with that kind of neighbor being next door. We have recently spoken with a realtor, and had him do an assessment of our house. He has indicated that our potential buyer pool will be significantly reduced and that we could reasonably conclude that we will lose at least $50,000 when we try to sell our house.

We have lost our privacy, and our shade, which is no small thing in our southern climate. We already have spent $1200 on new blinds for that side of the house just to try to regain some little bit of our privacy and cut down on the new heat wave that now pours in from that south side. Our little access alley that we have used on the side of our house for 28 years was torn up with several large holes remaining from where 100 foot pines were torn out. We even had to get a tow truck to pull out our four wheel drive truck after it became stuck in one of those holes.

So there is nobody who is more negatively impacted by what is happening next door than we are. Who is going to recompense us for this change? Will the developer say, "I am sorry for your financial loss, and here is some recompense"? We hardly think so. Given the fact that there has been no concern for us or any attempt to try to preserve the character of this residential area, we have little expectation that they will be considerate of us in the future. Now we hear that

Attachment: 2025-106 ATTH 02 (Opposition letter) (4558 : 2025-106 ORD resoning SF-1 to PD-Office 3133 Pleasant Grove Rd)

this is a proposed surgery center. This raises new questions and concerns. The potential impact upon this lovely residential area is large. What sort of hours will this be in operation? Will we have to expect that there will be comings and goings all hours of the night? Will there be large amounts of commercial lighting constantly on that will further disrupt the character of our property? Will there be ambulances or other sirens going off in the middle of the night? Of course, not one answer is given to us that is satisfying, but our concerns remain.

Given the above information, we are completely opposed to this zoning change next door. In the event that this does continue to go forward despite our opposition we would request the following considerations:

1. People are seeking to create a commercial development in the midst of an established residential area of Texarkana. They doing this because they expect to make a lot of money. We would posit that the price of doing business for them should first be to provide some form of recompence for our financial loss by their actions in the amount determined to be reasonable and equitable by an arbitration panel set up by the city.
2. We would request that they allow us to continue to have access to the rear of our property by the small side alleyway on the edge of our house, and that any fencing put up be installed allowing enough room for us to enter and exit that side as we have for the last 28 years.
3. We would request that a new privacy fence be constructed by the developer at our side of the property that is a minimum of 10 feet tall.
4. We request that the city place a restriction on the amount of commercial lighting being used and that the hours of operation of the facility be primarily during regular business hours.

In conclusion. We are opposed to this zoning change. If the city deems that this project shall continue to move forward, then we ask that this business attempts to be a good neighbor and seek to work with the existing neighborhood as we all go forward.

Thank you for your time and consideration.

Sincerely,

Dr. and Mrs David and Richie Grant
3307 Pleasant Grove Road
Texarkana, Texas

Attachment: 2025-106 ATTH 02 (Opposition letter) (4558 : 2025-106 ORD resoning SF-1 to PD-Office 3133 Pleasant Grove 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: 2025-106 Goals & Perspectives (4558 : 2025-106 ORD resoning SF-1 to PD-Office 3133 Pleasant Grove Rd)

Z-25-11

ORDINANCE NO. 2025-106

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 3.498-ACRE (BEING TRACT 201), GEORGE BRINLEE HRS, A-18, LOCATED AT 3133 PLEASANT GROVE ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-1 TO PLANNED DEVELOPMENT-OFFICE; 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 3.498-acre tract of land (being Tract 201), George Brinlee HRS, A-18 (EXH 'A'), located at 3133 Pleasant Grove Road,** in the City of Texarkana, Bowie County, Texas, from **Single Family-1 to Planned Development-Office**; 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-1 to Planned Development-Office on an approximate 3.498-acre tract of land (being Tract 201), George Brinlee HRS, A-18 (EXH 'A'), located at 3133 Pleasant Grove 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 **Single Family-1 to Planned Development-Office**; 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-1 to Planned Development-Office** 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 3.498-acre tract of land (being Tract 201), George Brinlee HRS, A-18 (EXH**

Attachment: 2025-106 ORD rez 3133 PG Rd signed (4558 : 2025-106 ORD resoning SF-1 to PD-Office 3133 Pleasant Grove Rd)

'A'), located at 3133 Pleasant Grove Road in the City of Texarkana, Bowie County, Texas, from **Single Family-1 to Planned Development-Office.**

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 **11th day of August, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:42 p.m.

Attachment: 2025-106 ORD rez 3133 PG Rd signed (4558 : 2025-106 ORD resoning SF-1 to PD-Office 3133 Pleasant Grove Rd)

Property Description
3.502 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 all of that certain tract of land described as 3.498 acres in the deed from Angela Estill Melde to Texarkana Retail Holdings LLC., dated October 30, 2024, recorded in Document No. 2024-00010283 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, capped AR1233 TX5080, lying in the West right-of-way line of Farm-To-Market Road No. 2878 (Pleasant Grove), the Northeast corner of the said 3.498 acre tract and the Southeast corner of that certain tract of land described as Tract 3, with 0.695 acres in the deed form David R. Grant, et ux to David R. Grant and Richie R. Stevens-Grant Living Trust, dated September 6, 2022, recorded in Document No. 2023-00000545 of the Real Property Records of Bowie County, Texas;

THENCE South 02 degrees 41 minutes 06 seconds East a distance of 270.84 feet along the East line of the said 3.498 acre tract and the West right-of-way line of the said Pleasant Grove Road to a Type I TxDOT right-of-way marker found for a corner, at the beginning of a circular curve to the right;

THENCE in a southwesterly direction along the arc of the said circular curve, a distance of 114.71 feet, with a delta angle of 83 degrees 27 minutes 37 seconds, a radius of 78.75 feet, and a chord bearing of South 39 degrees 27 minutes 52 seconds West, and a chord distance of 104.84 feet to a mag spike(control monument) found for a corner, at the end of the said circular curve;

THENCE South 80 degrees 24 minutes 33 seconds West, basis of bearings, a distance of 380.55 feet along the South line of the said 3.498 acre tract and the North right-of-way line of Farm-to-Market Road 2878 (McKnight Road) to a 1/2 inch steel rod (control monument) found for a corner, capped AR1233 TX5080, the Southwest corner of the said 3.498 acre tract and the Southeast corner of that certain tract of land described as 9.331 acres in the deed from Billy N. Hall, et ux to Jason Hensly, et ux, dated June 22, 2017, recorded in Document No. 2017-00007183 of the Real Property Records of Bowie County, Texas;

THENCE North 20 degrees 34 minutes 58 seconds West a distance of 57.21 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a mag nail found for a corner, at an angle point;

THENCE North 07 degrees 09 minutes 58 seconds West a distance of 58.92 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a mag nail found for a corner, at an angle point;

THENCE North 29 degrees 29 minutes 20 seconds East a distance of 30.94 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a 1/2 inch steel rod found for a corner, capped AR1233 TX5080, at an angle point;

THENCE North 51 degrees 55 minutes 26 seconds East a distance of 24.71 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a 1/2 inch steel rod found for a corner, capped AR1233 TX5080, at an angle point;

Attachment: 2025-106 ORD rez 3133 PG Rd signed (4558 : 2025-106 ORD resoning SF-1 to PD-Office 3133 Pleasant Grove Rd)

THENCE North 01 degrees 47 minutes 58 seconds West a distance of 17.00 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a 1/2 inch steel rod set for a corner, capped MTG ENG, at an angle point;

THENCE North 10 degrees 45 minutes 02 seconds East a distance of 40.00 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a mag nail found for a corner, at an angle point;

THENCE North 14 degrees 43 minutes 02 seconds East a distance of 35.00 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a mag nail found for a corner, at an angle point;

THENCE North 26 degrees 38 minutes 02 seconds East a distance of 50.00 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a 1/2 inch steel rod set for a corner, capped MTG ENG, at an angle point;

THENCE North 21 degrees 44 minutes 02 seconds East a distance of 118.50 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a fence corner post found for a corner, the Northwest corner of the said 3.498 acre tract, the Southwest corner of the said 0.695 acre tract, and an angle point in the East line of the said 9.331 acre tract;

THENCE North 87 degrees 20 minutes 29 seconds East a distance of 340.21 feet along the North line of the said 3.498 acre tract and the South line of the said 0.695 acre tract to the point of beginning and containing 3.502 acres of land, at the time of this survey.

Attachment: 2025-106 ORD rez 3133 PG Rd signed (4558 : 2025-106 ORD resoning SF-1 to PD-Office 3133 Pleasant Grove Rd)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 7/15/2025 12:04 PM

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

Subject: Ordinance No. 2025-107 amending PD-25-2(O) for site plan approval on an approximate 3.498-acre tract of land (being Tract 201), George Brinlee HRS, A-18, located at 3133 Pleasant Grove Road (Ward 5). David Potter, II, owner, and Kayla Wood, MTG Engineers & Surveyors, agent.

Briefing: 8/11/2025 **Public Hearing:** 8/11/2025 **Council Vote:** 8/11/2025

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 David J. Potter, II, owner, and Kayla Wood with MTG Engineers and Surveyors, agent, for site plan approval on an approximate 3.498-acre tract of land (being Tract 201) George Brinlee HRS, located at 3133 Pleasant Grove. The current zoning is Single Family-1.

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

The adjacent zoning is Single Family-1 to the north, south, east, and west. The adjacent land use is residential to the north, east and west, and vacant land to the south.

The site plan consists of the following:

1. The construction of a 24,415 sq ft building.
2. The access driveway will be off Pleasant Grove Road and McKnight Road.
3. There will be 103 parking spaces including 6 handicapped spaces. Parking spaces shall be a minimum of 180 sq. ft. in size.
4. A 6’ by 8’ monument style sign.
5. Screened dumpster site.
6. All overhead exterior lighting must be fully shielded and directed downward to prevent light trespassing beyond property lines.
7. A fire lane is required, and an additional fire hydrant will need to be installed closer to the building.
8. McKnight and PG Road are owned and maintained by TxDOT. Driveway/ROW permits must be submitted to TxDOT for approval.
9. Development of property must meet all development codes (streets and sidewalks, drainage, floodplain, stormwater, etc.). Staff reserves the right to

request additional modifications, easements, etc. based on review of construction plans for this development. A portion of this property is located withing the FEMA designated floodplain and floodway. Floodplain Development Application will be required. Also, due to proposed work being in floodway, a No Rise Certification will be required including modeling showing there is no rise in BFE.

10. Property will have to be platted prior to issuing CO.
11. Privacy or screening landscape should be placed on the north and west sides of the property.
12. There is an existing eight-inch (8") water main on the west side of Pleasant Grove Road and an existing twelve-inch (12") water main on the north side of the East-West leg of Pleasant Grove Road.
13. There is an eight-inch (8') sanitary sewer main along the East side of Pleasant Grove Road and an 8-inch (8") sanitary sewer along the south side of the East-West leg of Pleasant Grove Road.
14. The Utility reserves the right to request additional utility easements upon review of the plans.
15. The size and location of the existing water and sanitary sewer mains have not been field verified. The developer's representative shall field verify the size and location of the existing utilities before designing or constructing extensions of the system.

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:

July 7, 2025

Attachments

a. 2025-107 ORD site plan approval 3133 Pleasant Grove Rd (DOCX)
b. 2025-107 EXH 'A' (Site Plan)REV (PDF)
c. 2025-107 EXH 'B' (Legal Description) (PDF)
d. 2025-107 ATTH 01 (Maps) (PDF)
e. 2025-107 ATTH 02 (Floor Plan) (PDF)
f. 2025-107 ATTH 03 (Elevations) (PDF)
g. 2025-107 Goals & Perspectives (DOCX)
h. 2025-107 ORD amd SPA 3133 PG Rd signed (PDF)

Staff Coordination

Building Code Administration		Mashell Daniel	Reviewer	Completed
	07/09/2025 7:58 AM			
Public Works Department		Dusty Henslee	Reviewer	Completed
	07/09/2025 8:05 AM			
City Manager	David Orr	Reviewer	Completed	07/09/2025 8:27 AM
City Council	Jennifer Evans	Meeting	Completed	07/14/2025 6:00 PM

Meeting History

ORDINANCE NO. 2025-107

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-25-2(O) FOR SITE PLAN APPROVAL ON AN APPROXIMATE 3.498-ACRE (BEING TRACT 201), GEORGE BRINLEE HRS, A-18, LOCATED AT 3133 PLEASANT GROVE 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 3.498-acre tract of land (being Tract 201), George Brinlee HRS, A-18 (Exhibit 'B'), located at 3133 Pleasant Grove Road** in the City of Texarkana, Bowie County, Texas; and

WHEREAS the subject property is zoned Planned Development-General Retail [PD-25-2(O)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-25-2(O); and

WHEREAS the proposed use is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-Office; 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 3.498-acre tract of land (being Tract 201), George Brinlee HRS, A-18 (Exhibit 'B'), located at 3133 Pleasant Grove Road** in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-25-2(O).

Attachment: 2025-107 ORD site plan approval 3133 Pleasant Grove Rd (4559 : 2025-107 ORD Amendment to PD-25-2(O) site plan approval 3133

Attachment: 2025-107 ORD site plan approval 3133 Pleasant Grove Rd (4559 : 2025-107 ORD Amendment to PD-25-2(O) site plan approval 3133

SECTION 2: PD-25-2(O) 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 a 24,415 sq ft building.
2. The access driveway will be off Pleasant Grove Road and McKnight Road.
3. There will be 103 parking spaces including six (6) handicapped spaces. Parking spaces shall be a minimum of 180 sq. ft. in size.
4. A 6' by 8' monument style sign.
5. Screened dumpster site.
6. All overhead exterior lighting must be fully shielded and directed downward to prevent light trespassing beyond property lines.
7. A fire lane is required, and an additional fire hydrant will need to be installed closer to the building.
8. McKnight and Pleasnt Grove Road are owned and maintained by TxDOT. Driveway/ROW permits must be submitted to TxDOT for approval.
9. Development of property must meet all development codes (streets and sidewalks, drainage, floodplain, stormwater, etc.). Staff reserves the right to request additional modifications, easements, etc. based on review of construction plans for this development. A portion of this property is located within the FEMA designated floodplain and floodway. A Floodplain Development Application will be required. Also, due to proposed work being in floodway, a No Rise Certification will be required including modeling showing there is no rise in BFE.
10. Property will have to be platted prior to issuing CO.
11. Privacy or screening landscape should be placed on the north and west sides of the property.
12. There is an existing eight-inch (8") water main on the west side of Pleasant Grove Road and an existing twelve-inch (12") water main on the north side of the East-West leg of Pleasant Grove Road.
13. There is an eight-inch (8') sanitary sewer main along the East side of Pleasant Grove Road and an 8-inch (8") sanitary sewer along the south side of the East-West leg of Pleasant Grove Road.
14. The Utility reserves the right to request additional utility easements upon review of the plans.
15. The size and location of the existing water and sanitary sewer mains have not been field verified. The developer's representative shall field verify the size and location of the existing utilities before designing or constructing extensions of the system.

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.

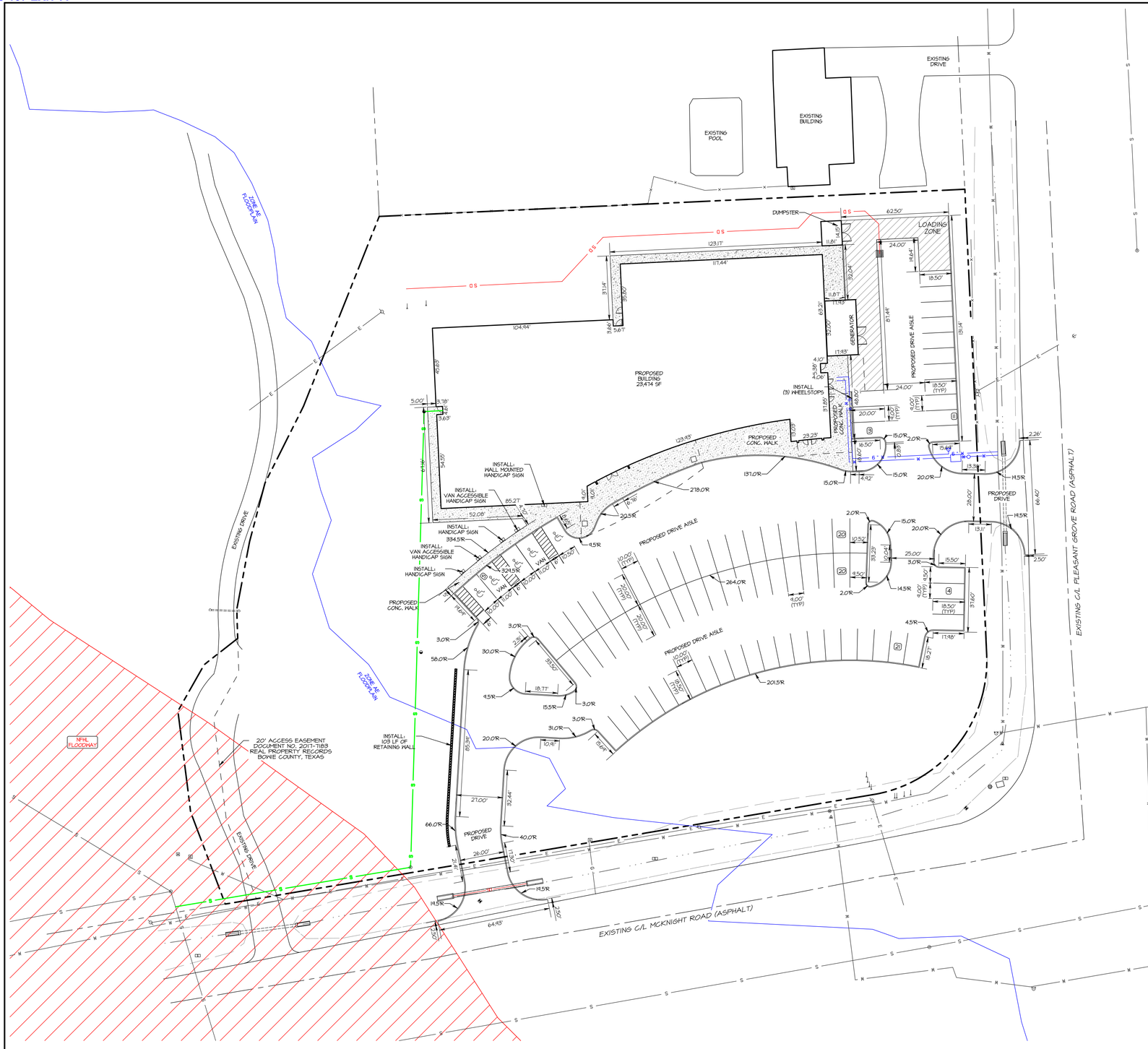
PASSED AND APPROVED in Regular Council Session on this the **11th day of August, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2025-107 ORD site plan approval 3133 Pleasant Grove Rd (4559 : 2025-107 ORD Amendment to PD-25-2(O) site plan approval 3133



GRAPHIC SCALE 1"=30'
0 30

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
- T — 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

PARKING SPACES REQUIRED: 78

HANDICAP SPACES PROVIDED: 5

REGULAR PARKING SPACES PROVIDED: 79

TOTAL PARKING SPACES PROVIDED: 84

GENERAL SITE NOTES

1. CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING AND PLANNED UTILITIES BEFORE CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN) WITHIN SCOPE OF CONSTRUCTION. IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT HIS OWN EXPENSE.
2. CONTRACTOR SHALL NOTIFY THE APPROPRIATE AGENCY A MINIMUM OF 2 WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION WITHIN RIGHT-OF-WAY. ALL WORK WITHIN THE RIGHT OF WAY SHALL BE IN COMPLIANCE WITH APPROVED PERMIT.
3. BUILDING DIMENSIONS SHOWN ON THESE PLANS ARE OUTSIDE FOUNDATION/SLAB LINES. CONTRACTOR SHALL COORDINATE AND VERIFY DIMENSIONS WITH ARCHITECTURAL PLANS. IN THE EVENT OF ANY DISCREPANCIES BETWEEN THE SITE PLANS AND ARCHITECTURAL PLANS, THE ENGINEER AND ARCHITECT SHALL BE NOTIFIED.
4. DIMENSIONS SHOWN ARE FROM BACK OF CURB AS APPLICABLE, UNLESS OTHERWISE NOTED.
5. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY OBSTRUCTIONS SUCH AS EXISTING STRUCTURES, FENCES, DEBRIS, OR TREES ON SITE, AND SHALL COORDINATE ALL REMOVAL WITH THE GENERAL CONTRACTOR. NO TREES OR OTHER ITEMS SHALL BE REMOVED WITHOUT THE APPROVAL OF THE ARCHITECT, ENGINEER, AND OWNER.
6. THE CONTRACTOR SHALL PROTECT ALL EXISTING POWER POLES, SIGNS, MANHOLES, TELEPHONE RISERS, WATER VALVES, ETC. DURING ALL CONSTRUCTION PHASES.

No.	Revision/Description	Date

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

MTG ENGINEERS & SURVEYORS

PRELIMINARY ~ FOR REVIEW ONLY, NOT INTENDED FOR BIDDING, CONSTRUCTION OR PERMIT PURPOSED
8/11/2025
KAYLA R. WOOD
P.E. #104859

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

OVERALL SITE PLAN

SURGERY CENTER
TEXARKANA, TEXAS
PROJECT CLIENT

Drawing Date
8/11/2025

Project Number
256004

Sheet Number
C2

Attachment: 2025-107 EXH A' (Site Plan)REV (4559 : 2025-107 ORD Amendment to PD-25-2(O) site plan approval 3133 Pleasant Grove Road.)

X:\2025 Projects\256004 Surgery Center McKnight and PGV\05 Engineering Design\Design\Design_03.pro
Mon Aug 11, 2025 10:20AM

Property Description
3.502 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 all of that certain tract of land described as 3.498 acres in the deed from Angela Estill Melde to Texarkana Retail Holdings LLC., dated October 30, 2024, recorded in Document No. 2024–00010283 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, capped AR1233 TX5080, lying in the West right–of–way line of Farm–To–Market Road No. 2878 (Pleasant Grove), the Northeast corner of the said 3.498 acre tract and the Southeast corner of that certain tract of land described as Tract 3, with 0.695 acres in the deed form David R. Grant, et ux to David R. Grant and Richie R. Stevens–Grant Living Trust, dated September 6, 2022, recorded in Document No. 2023–00000545 of the Real Property Records of Bowie County, Texas;

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THENCE in a southwesterly direction along the arc of the said circular curve, a distance of 114.71 feet, with a delta angle of 83 degrees 27 minutes 37 seconds, a radius of 78.75 feet, and a chord bearing of South 39 degrees 27 minutes 52 seconds West, and a chord distance of 104.84 feet to a mag spike(control monument) found for a corner, at the end of the said circular curve;

THENCE South 80 degrees 24 minutes 33 seconds West, basis of bearings, a distance of 380.55 feet along the South line of the said 3.498 acre tract and the North right–of–way line of Farm–to–Market Road 2878 (McKnight Road) to a 1/2 inch steel rod (control monument) found for a corner, capped AR1233 TX5080, the Southwest corner of the said 3.498 acre tract and the Southeast corner of that certain tract of land described as 9.331 acres in the deed from Billy N. Hall, et ux to Jason Hensly, et ux, dated June 22, 2017, recorded in Document No. 2017–00007183 of the Real Property Records of Bowie County, Texas;

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THENCE North 29 degrees 29 minutes 20 seconds East a distance of 30.94 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a 1/2 inch steel rod found for a corner, capped AR1233 TX5080, at an angle point;

THENCE North 51 degrees 55 minutes 26 seconds East a distance of 24.71 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a 1/2 inch steel rod found for a corner, capped AR1233 TX5080, at an angle point;

Attachment: 2025-107 EXH 'B' (Legal Description) (4559 : 2025-107 ORD Amendment to PD-25-2(O) site plan approval 3133 Pleasant Grove

THENCE North 01 degrees 47 minutes 58 seconds West a distance of 17.00 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a 1/2 inch steel rod set for a corner, capped MTG ENG, at an angle point;

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THENCE North 14 degrees 43 minutes 02 seconds East a distance of 35.00 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a mag nail found for a corner, at an angle point;

THENCE North 26 degrees 38 minutes 02 seconds East a distance of 50.00 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a 1/2 inch steel rod set for a corner, capped MTG ENG, at an angle point;

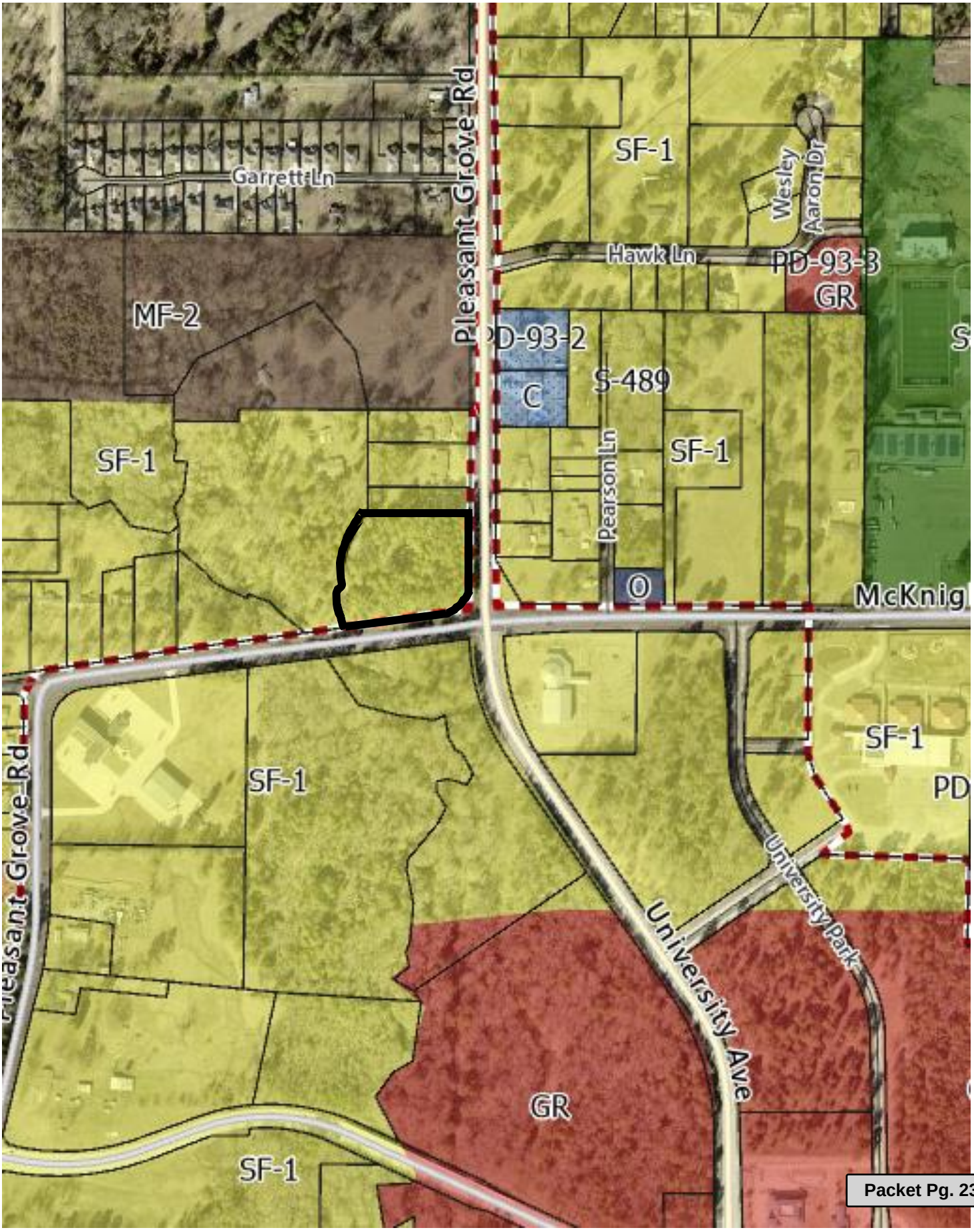
THENCE North 21 degrees 44 minutes 02 seconds East a distance of 118.50 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a fence corner post found for a corner, the Northwest corner of the said 3.498 acre tract, the Southwest corner of the said 0.695 acre tract, and an angle point in the East line of the said 9.331 acre tract;

THENCE North 87 degrees 20 minutes 29 seconds East a distance of 340.21 feet along the North line of the said 3.498 acre tract and the South line of the said 0.695 acre tract to the point of beginning and containing 3.502 acres of land, at the time of this survey.

Attachment: 2025-107 EXH 'B' (Legal Description) (4559 : 2025-107 ORD Amendment to PD-25-2(O) site plan approval 3133 Pleasant Grove

2025-107 ATTH 01
Amendment to PD-25-2

3133 Pleasant Grove Road



Attachment: 2025-107 ATTH 01 (Maps) (4559 : 2025-107 ORD Amendment to PD-25-2(O) site plan approval 3133 Pleasant Grove Road.)

2025-107 ATTH 01
Amendment to PD-25-2

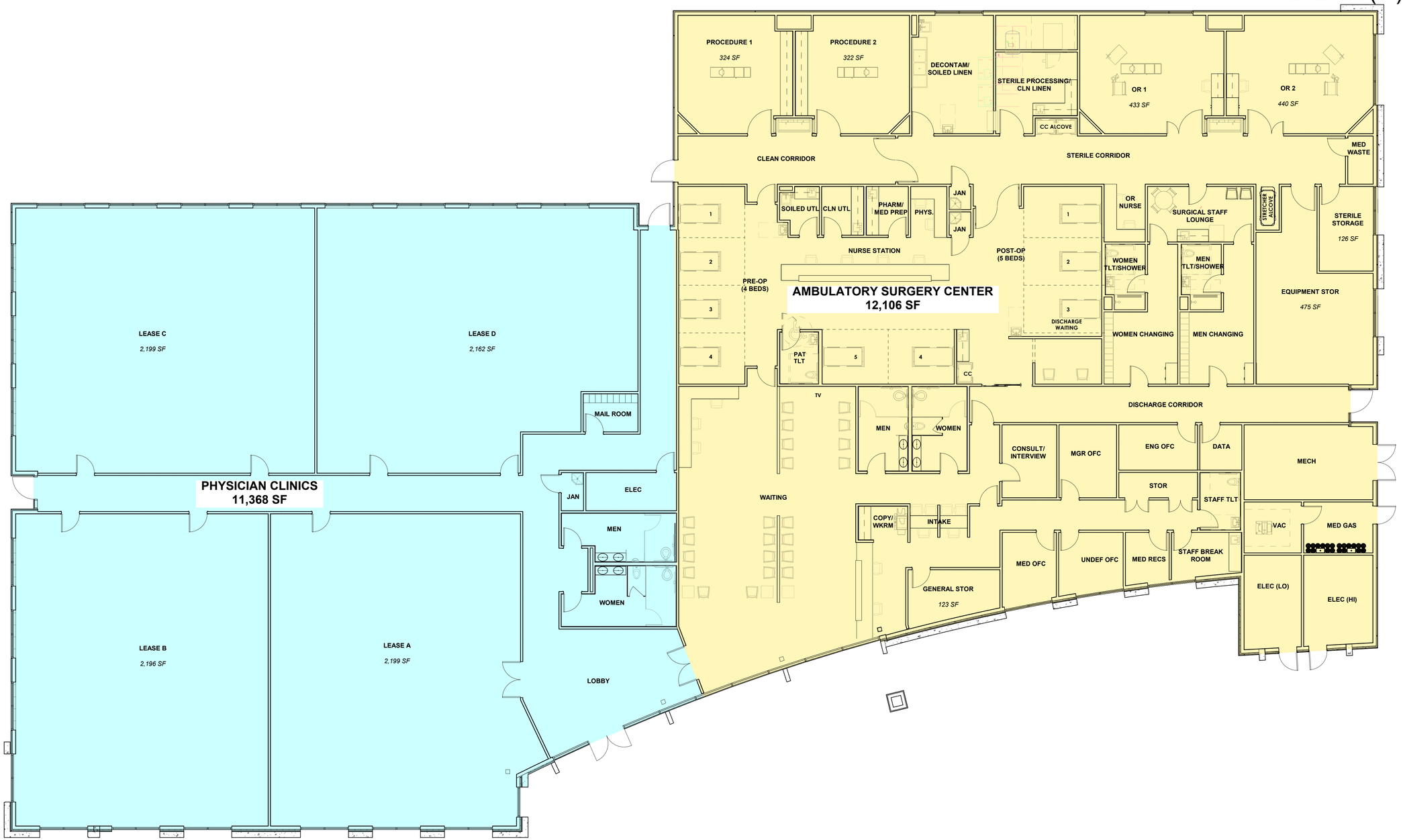
3133 Pleasant Grove Road



Attachment: 2025-107 ATTH 01 (Maps) (4559 : 2025-107 ORD Amendment to PD-25-2(O) site plan approval 3133 Pleasant Grove Road.)

2025-107 ATTH 02

Amendment to PD-25-2 (O)



KAIM associates, inc. architecture

Namer Kaim - TBAE 8277
These drawings and specifications are incomplete and may not be used for regulatory approval, permit, or construction.

PRELIMINARY FLOOR PLAN

KAI#: 25501 | Scale: 1/8" = 1'-0"

TEXARKANA, TX

Potter Properties

PLEASANT GROVE MEDICAL FACILITY

SD101 *06/13/2025*

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Attachment: 2025-107 ATTH 02 (Floor Plan) (4559 : 2025-107 ORD Amendment to PD-25-2(O) site plan approval 3133 Pleasant Grove Road.)

2025-107 ATTH 03

Amendment to PD-25-2(O)

Pleasant Grove MOB

Potter Properties

Design Team:

Namer Kaim (Kaim Architecture)

Samantha Loyman



Option 3

Attachment: 2025-107 ATTH 03 (Elevations) (4559 : 2025-107 ORD Amendment to PD-25-



Overall Corner View

Attachment: 2025-107 ATTH 03 (Elevations) (4559 : 2025-107 ORD Amendment to PD-25-



South Elevation

Attachment: 2025-107 ATTH 03 (Elevations) (4559 : 2025-107 ORD Amendment to PD-25-



East Corner View

Attachment: 2025-107 ATTH 03 (Elevations) (4559 : 2025-107 ORD Amendment to PD-25-



Southeast Corner View

Attachment: 2025-107 ATTH 03 (Elevations) (4559 : 2025-107 ORD Amendment to PD-25-



Main Entrance Canopy View

Attachment: 2025-107 ATTH 03 (Elevations) (4559 : 2025-107 ORD Amendment to PD-25-



Southwest View

Attachment: 2025-107 ATTH 03 (Elevations) (4559 : 2025-107 ORD Amendment to PD-25-



Night View

Attachment: 2025-107 ATTH 03 (Elevations) (4559 : 2025-107 ORD Amendment to PD-25-

Amendment to PD-25-2(O)
2025-107 ATTH 03



South Elevation Night View

Attachment: 2025-107 ATTH 03 (Elevations) (4559 : 2025-107 ORD Amendment to PD-25-

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: 2025-107 Goals & Perspectives (4559 : 2025-107 ORD Amendment to PD-25-2(O) site plan approval 3133 Pleasant Grove Road.)

ORDINANCE NO. 2025-107

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-25-2(O) FOR SITE PLAN APPROVAL ON AN APPROXIMATE 3.498-ACRE (BEING TRACT 201), GEORGE BRINLEE HRS, A-18, LOCATED AT 3133 PLEASANT GROVE 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 3.498-acre tract of land (being Tract 201), George Brinlee HRS, A-18 (Exhibit 'B'), located at 3133 Pleasant Grove Road** in the City of Texarkana, Bowie County, Texas; and

WHEREAS the subject property is zoned Planned Development-General Retail [PD-25-2(O)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-25-2(O); and

WHEREAS the proposed use is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-Office; 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 3.498-acre tract of land (being Tract 201), George Brinlee HRS, A-18 (Exhibit 'B'), located at 3133 Pleasant Grove Road** in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-25-2(O).

Attachment: 2025-107 ORD amd SPA 3133 PG Rd signed (4559 : 2025-107 ORD Amendment to PD-25-2(O) site plan approval 3133 Pleasant

Attachment: 2025-107 ORD amd SPA 3133 PG Rd signed (4559 : 2025-107 ORD Amendment to PD-25-2(O) site plan approval 3133 Pleasant

SECTION 2: PD-25-2(O) 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 a 24,415 sq ft building.
2. The access driveway will be off Pleasant Grove Road and McKnight Road.
3. There will be 103 parking spaces including six (6) handicapped spaces. Parking spaces shall be a minimum of 180 sq. ft. in size.
4. A 6' by 8' monument style sign.
5. Screened dumpster site.
6. All overhead exterior lighting must be fully shielded and directed downward to prevent light trespassing beyond property lines.
7. A fire lane is required, and an additional fire hydrant will need to be installed closer to the building.
8. McKnight and Pleasnt Grove Road are owned and maintained by TxDOT. Driveway/ROW permits must be submitted to TxDOT for approval.
9. Development of property must meet all development codes (streets and sidewalks, drainage, floodplain, stormwater, etc.). Staff reserves the right to request additional modifications, easements, etc. based on review of construction plans for this development. A portion of this property is located within the FEMA designated floodplain and floodway. A Floodplain Development Application will be required. Also, due to proposed work being in floodway, a No Rise Certification will be required including modeling showing there is no rise in BFE.
10. Property will have to be platted prior to issuing CO.
11. Privacy or screening landscape should be placed on the north and west sides of the property.
12. There is an existing eight-inch (8") water main on the west side of Pleasant Grove Road and an existing twelve-inch (12") water main on the north side of the East-West leg of Pleasant Grove Road.
13. There is an eight-inch (8') sanitary sewer main along the East side of Pleasant Grove Road and an 8-inch (8") sanitary sewer along the south side of the East-West leg of Pleasant Grove Road.
14. The Utility reserves the right to request additional utility easements upon review of the plans.
15. The size and location of the existing water and sanitary sewer mains have not been field verified. The developer's representative shall field verify the size and location of the existing utilities before designing or constructing extensions of the system.

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 **11th day of August, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:44 p.m.

Attachment: 2025-107 ORD amd SPA 3133 PG Rd signed (4559 : 2025-107 ORD Amendment to PD-25-2(O) site plan approval 3133 Pleasant

Attachment: 2025-107 ORD amd SPA 3133 PG Rd signed (4559 : 2025-107 ORD Amendment to PD-25-2(O)

2025-107 EXH 'B'

Amendment to PD-25-2(O)

Property Description
3.502 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 all of that certain tract of land described as 3.498 acres in the deed from Angela Estill Melde to Texarkana Retail Holdings LLC., dated October 30, 2024, recorded in Document No. 2024-00010283 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, capped AR1233 TX5080, lying in the West right-of-way line of Farm-To-Market Road No. 2878 (Pleasant Grove), the Northeast corner of the said 3.498 acre tract and the Southeast corner of that certain tract of land described as Tract 3, with 0.695 acres in the deed form David R. Grant, et ux to David R. Grant and Richie R. Stevens-Grant Living Trust, dated September 6, 2022, recorded in Document No. 2023-00000545 of the Real Property Records of Bowie County, Texas;

THENCE South 02 degrees 41 minutes 06 seconds East a distance of 270.84 feet along the East line of the said 3.498 acre tract and the West right-of-way line of the said Pleasant Grove Road to a Type I TxDOT right-of-way marker found for a corner, at the beginning of a circular curve to the right;

THENCE in a southwesterly direction along the arc of the said circular curve, a distance of 114.71 feet, with a delta angle of 83 degrees 27 minutes 37 seconds, a radius of 78.75 feet, and a chord bearing of South 39 degrees 27 minutes 52 seconds West, and a chord distance of 104.84 feet to a mag spike(control monument) found for a corner, at the end of the said circular curve;

THENCE South 80 degrees 24 minutes 33 seconds West, basis of bearings, a distance of 380.55 feet along the South line of the said 3.498 acre tract and the North right-of-way line of Farm-to-Market Road 2878 (McKnight Road) to a 1/2 inch steel rod (control monument) found for a corner, capped AR1233 TX5080, the Southwest corner of the said 3.498 acre tract and the Southeast corner of that certain tract of land described as 9.331 acres in the deed from Billy N. Hall, et ux to Jason Hensly, et ux, dated June 22, 2017, recorded in Document No. 2017-00007183 of the Real Property Records of Bowie County, Texas;

THENCE North 20 degrees 34 minutes 58 seconds West a distance of 57.21 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a mag nail found for a corner, at an angle point;

THENCE North 07 degrees 09 minutes 58 seconds West a distance of 58.92 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a mag nail found for a corner, at an angle point;

THENCE North 29 degrees 29 minutes 20 seconds East a distance of 30.94 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a 1/2 inch steel rod found for a corner, capped AR1233 TX5080, at an angle point;

THENCE North 51 degrees 55 minutes 26 seconds East a distance of 24.71 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a 1/2 inch steel rod found for a corner, capped AR1233 TX5080, at an angle point;

Attachment: 2025-107 ORD amd SPA 3133 PG Rd signed (4559 : 2025-107 ORD Amendment to PD-25-2(O) site plan approval 3133 Pleasant

THENCE North 01 degrees 47 minutes 58 seconds West a distance of 17.00 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a 1/2 inch steel rod set for a corner, capped MTG ENG, at an angle point;

THENCE North 10 degrees 45 minutes 02 seconds East a distance of 40.00 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a mag nail found for a corner, at an angle point;

THENCE North 14 degrees 43 minutes 02 seconds East a distance of 35.00 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a mag nail found for a corner, at an angle point;

THENCE North 26 degrees 38 minutes 02 seconds East a distance of 50.00 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a 1/2 inch steel rod set for a corner, capped MTG ENG, at an angle point;

THENCE North 21 degrees 44 minutes 02 seconds East a distance of 118.50 feet along the West line of the said 3.498 acre tract and the East line of the said 9.331 acre tract to a fence corner post found for a corner, the Northwest corner of the said 3.498 acre tract, the Southwest corner of the said 0.695 acre tract, and an angle point in the East line of the said 9.331 acre tract;

THENCE North 87 degrees 20 minutes 29 seconds East a distance of 340.21 feet along the North line of the said 3.498 acre tract and the South line of the said 0.695 acre tract to the point of beginning and containing 3.502 acres of land, at the time of this survey.

Attachment: 2025-107 ORD amd SPA 3133 PG Rd signed (4559 : 2025-107 ORD Amendment to PD-25-2(O) site plan approval 3133 Pleasant

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 7/15/2025 12:05 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2025-108 granting a Specific Use to allow a HUD code manufactured home on Lots 1-2, Block 17, Grandview Addition, located at 3909 Alexander Avenue (Ward 2). Jonathan Hamilton, owner.		

Briefing: 8/11/2025 **Public Hearing:** 8/11/2025 **Council Vote:** 8/11/2025

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 Hamilton, owner, for a Specific Use Permit to allow the location of a HUD code manufactured home on Lots 1-2, Grandview Addition, located at 3909 Alexander Avenue. 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 residential to the north, south, and west and vacant land to the east.

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:

July 7, 2025

Attachments

a. 2025-108 ORD SUP for HUD code mnfctrd home 3909 Alexander Ave (DOCX)
b. 2025-108 ATTH 01 (Maps) (PDF)
c. 2025-108 Goals & Perspectives (DOCX)
d. 2025-108 ORD SUP 3909 Alexander signed (PDF)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	07/09/2025 7:58 AM
Public Works Department	Dusty Henslee	Reviewer	Completed	07/09/2025 8:04 AM
City Manager	David Orr	Reviewer	Completed	07/09/2025 8:27 AM
City Council	Jennifer Evans	Meeting	Completed	07/14/2025 6:00 PM

Meeting History

S-810

ORDINANCE NO. 2025-108

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-810 TO ALLOW THE LOCATION OF A HUD CODE MANUFACTURED HOME ON LOTS 1-2, BLOCK 17, GRANDVIEW ADDITION, LOCATED AT 3909 ALEXANDER AVENUE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a HUD code manufactured home on **Lots 1-2, Block 17, Grandview Addition, located at 3909 Alexander Avenue**, in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a 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-810 for the location of a HUD code manufactured home on Lots 1-2, Block 17, Grandview Addition, located at 3909 Alexander Avenue,** in the City of Texarkana, Bowie County, Texas.

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

1. That one 2020 or newer HUD code manufactured home be allowed on this property.

Attachment: 2025-108 ORD SUP for HUD code mnfctrd home 3909 Alexander Ave (4560 : 2025-108 ORD SUP for HUD code mnfctrd home at

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 and human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

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

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

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

PASSED AND APPROVED in Regular Council Session on this the **11th day of August, 2025.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2025-108 ORD SUP for HUD code mnfctrd home 3909 Alexander Ave (4560 : 2025-108 ORD SUP for HUD code mnfctrd home at

2025-108 ATTH 01
S-810

3909 Alexander Avenue



Attachment: 2025-108 ATTH 01 (Maps) (4560 : 2025-108 ORD SUP for HUD code mnfctrd home at 3909 Alexander Ave.)

2025-108 ATTH 01
S-810

3909 Alexander Avenue



Attachment: 2025-108 ATTH 01 (Maps) (4560 : 2025-108 ORD SUP for HUD code mnfctrd home at 3909 Alexander Ave.)

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: 2025-108 Goals & Perspectives (4560 : 2025-108 ORD SUP for HUD code mnfctrd home at 3909 Alexander Ave.)

S-810

ORDINANCE NO. 2025-108

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-810 TO ALLOW THE LOCATION OF A HUD CODE MANUFACTURED HOME ON LOTS 1-2, BLOCK 17, GRANDVIEW ADDITION, LOCATED AT 3909 ALEXANDER AVENUE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a HUD code manufactured home on **Lots 1-2, Block 17, Grandview Addition, located at 3909 Alexander Avenue**, in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a 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-810 for the location of a HUD code manufactured home on Lots 1-2, Block 17, Grandview Addition, located at 3909 Alexander Avenue,** in the City of Texarkana, Bowie County, Texas.

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

1. That one 2020 or newer HUD code manufactured home be allowed on this property.

Attachment: 2025-108 ORD SUP 3909 Alexander signed (4560 : 2025-108 ORD SUP for HUD code mnfctrd home at 3909 Alexander Ave.)

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 and human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

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

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

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

PASSED AND APPROVED in Regular Council Session on this the **11th day of August, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:45p.m.

Attachment: 2025-108 ORD SUP 3909 Alexander signed (4560 : 2025-108 ORD SUP for HUD code mnfctrd home at 3909 Alexander Ave.)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 7/15/2025 12:06 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2025-109 rezoning on the N 1/2 of Lots 9-12 and Part of Alley, Block 55, Grandview Addition, located at 1616 Iowa Street (Ward 2) from Single Family-3 to Two Family-2. Ceretha Brown, owner.		

Briefing: 8/11/2025 **Public Hearing:** 8/11/2025 **Council Vote:** 8/11/2025

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 Ceretha Brown, owner, to rezone on the N ½ of Lots 9-12 and Part of Alley, Block 55, Grandview Addition located at 1616 Iowa Street from Single Family-3 to Two Family-2.

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

The adjacent zoning is Single Family-3 to the north, south, and west, and Single Family-2 to the east. The adjacent land use is residential to the north, east and west, and vacant land to the south.

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 recommend approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

July 7, 2025

Attachments

a. 2025-109 ORD rezoning1616 Iowa Street (DOCX)
b. 2025-109 ATTH 01 (Maps) (PDF)
c. 2025-109 Goals & Perspectives (DOCX)
d. 2025-109 ORD rez 1616 Iowa signed (PDF)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	07/09/2025 7:58 AM
Public Works Department	Dusty Henslee	Reviewer	Completed	07/09/2025 8:04 AM
City Manager	David Orr	Reviewer	Completed	07/09/2025 8:27 AM
City Council	Jennifer Evans	Meeting	Completed	07/14/2025 6:00 PM

Meeting History

Z-25-12

ORDINANCE NO. 2025-109

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 THE N ½ OF LOTS 9-12 AND PART OF ALLEY, BLOCK 55, GRANDVIEW ADDITION, LOCATED AT 1616 IOWA STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-3 TO TWO FAMILY-2; 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 N ½ of Lots 9-12 and Part of Alley, Block 55, Grandview Addition, located at 1616 Iowa Street,** in the City of Texarkana, Bowie County, Texas, from **Single Family-3 to Two Family-2**; 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-3 to Two Family-2 on N ½ of Lots 9-12 and Part of Alley, Block 55, Grandview Addition, located at 1616 Iowa Street** to the City Council of Texarkana, Texas; and

Whereas, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicant agreed to amend the application from **Single Family-3 to Two Family-2**; 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-3 to Two Family-2** 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 N ½ of Lots 9-12 and Part of Alley, Block 55, Grandview Addition, located at 1616 Iowa Street** in the City of Texarkana, Bowie County, Texas, from **Single Family-3 to Two Family-2.**

Attachment: 2025-109 ORD rezoning1616 Iowa Street (4561 : 2025-109 ORD rezoning SF-3 to TF-2 at 1616 Iowa)

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 **11th day of August, 2025.**

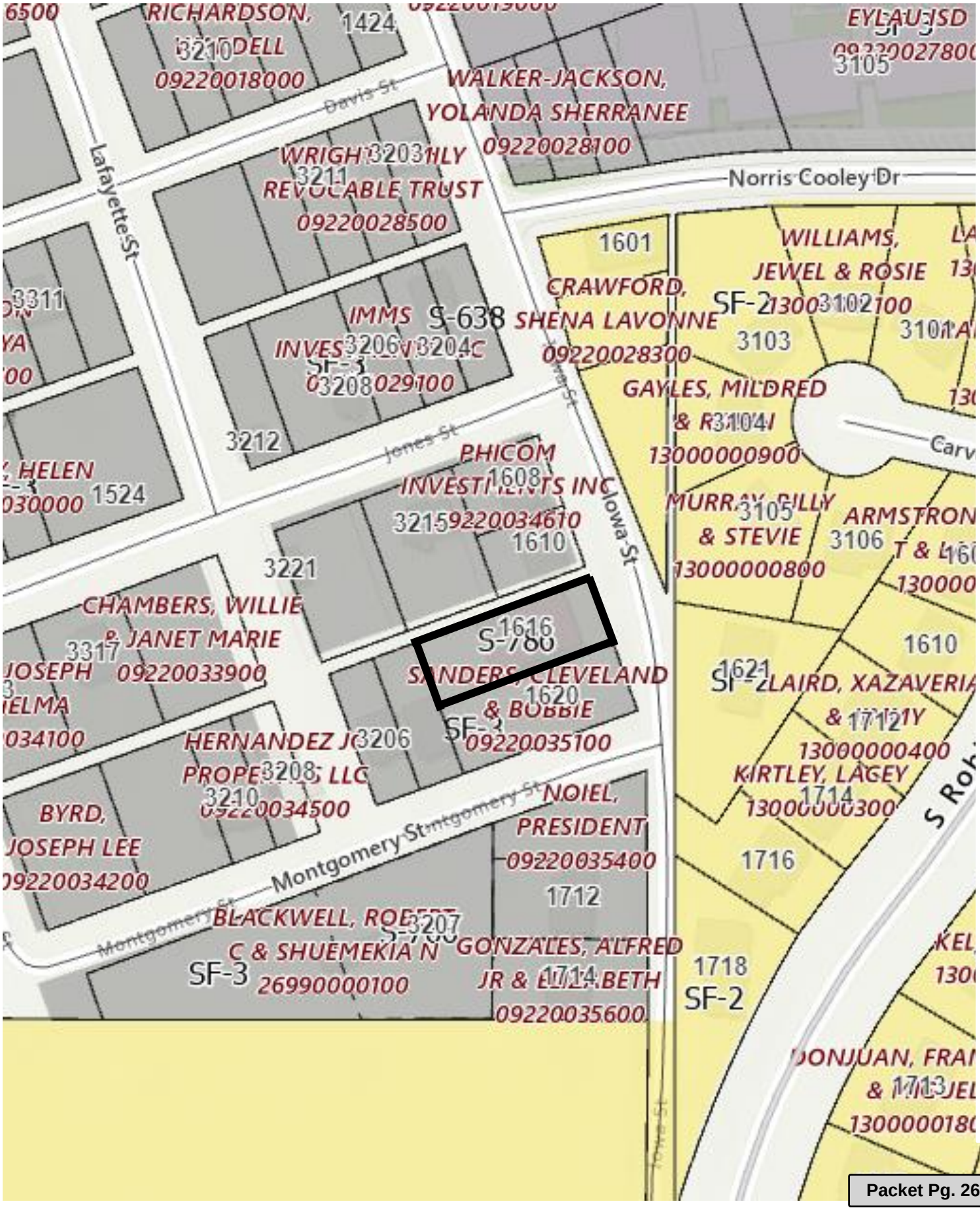
ATTEST:

_____	_____
JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2025-109 ORD rezoning1616 Iowa Street (4561 : 2025-109 ORD rezoning SF-3 to TF-2 at 1616 Iowa)

2025-109 ATTH 01
Z-25-12

1616 Iowa Street



Attachment: 2025-109 ATTH 01 (Maps) (4561 : 2025-109 ORD rezoning SF-3 to TF-2 at 1616 Iowa)

2025-109 ATTH 01
Z-25-12

1616 Iowa Street



Attachment: 2025-109 ATTH 01 (Maps) (4561 : 2025-109 ORD rezoning SF-3 to TF-2 at 1616 Iowa)

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: 2025-109 Goals & Perspectives (4561 : 2025-109 ORD rezoning SF-3 to TF-2 at 1616 Iowa)

Z-25-12

ORDINANCE NO. 2025-109

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 THE N ½ OF LOTS 9-12 AND PART OF ALLEY, BLOCK 55, GRANDVIEW ADDITION, LOCATED AT 1616 IOWA STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-3 TO TWO FAMILY-2; 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 N ½ of Lots 9-12 and Part of Alley, Block 55, Grandview Addition, located at 1616 Iowa Street,** in the City of Texarkana, Bowie County, Texas, from **Single Family-3 to Two Family-2**; 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-3 to Two Family-2 on N ½ of Lots 9-12 and Part of Alley, Block 55, Grandview Addition, located at 1616 Iowa Street** to the City Council of Texarkana, Texas; and

Whereas, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicant agreed to amend the application from **Single Family-3 to Two Family-2**; 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-3 to Two Family-2** 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 N ½ of Lots 9-12 and Part of Alley, Block 55, Grandview Addition, located at 1616 Iowa Street** in the City of Texarkana, Bowie County, Texas, from **Single Family-3 to Two Family-2.**

Attachment: 2025-109 ORD rez 1616 Iowa signed (4561 : 2025-109 ORD rezoning SF-3 to TF-2 at 1616 Iowa)

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 **11th day of August, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:46 p.m.

Attachment: 2025-109 ORD rez 1616 Iowa signed (4561 : 2025-109 ORD rezoning SF-3 to TF-2 at 1616 Iowa)

City of Texarkana, Texas

Version: B

Briefing Sheet

Update Date: 6/26/2025 9:20 AM

Lead Department: City Attorney **Action Officer:** Jeffery Lewis,

Subject: Ordinance No. 2025-082 calling for a Special Election to be held on the November Uniform Election Date -- Tuesday, November 4, 2025 -- to consider City Charter amendments.

Briefing: 7/14/2025 **Public Hearing:** 7/14/2025 **Council Vote:** 7/14/2025

Item Schedule

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

Updates/History of Briefing:

Not applicable.

Executive Summary and Background Information:

City staff has completed review of the City Charter as recommended every five years per Art. XVII, Sec. 16 of the Charter. Four amendments are proposed for City Council consideration and, if approved, voter consideration. These amendments are intended to update and strengthen the City's governance framework.

Summary of the proposed amendments:

Amendment No. 1 introduces a new section for Mission, Vision, and Values statements, which will guide the overall direction and strategic priorities of the city. This formal adoption ensures consistent organizational focus and accountability.

Amendment No. 2 expands the residency requirements for the city manager and city judge to include all of Bowie County, enhancing succession planning and helping to attract a broader pool of qualified candidates for these key leadership roles.

Amendments No. 3 and 4 refine the organizational structure by granting the city manager authority to appoint the clerk of the municipal court and to designate a technical advisor to the planning commission in lieu of a dedicated planning director. These changes offer improved operational flexibility and better alignment with the city's current administrative processes.

With reference to the proposed amendments that deal with the municipal court, Judge Sherry Jackson Hawkins has been consulted and concurs with the proposals.

The ordinance form contains the text of the proposed amendments and proposed ballot measures.

Potential Options:

Approve, decline to approve, or approve with modifications.

Fiscal Implications:

Special election costs to be paid to Bowie County (costs to be determined).

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

Not applicable.

Board/Committee Recommendation:

Not applicable.

Advisory Board/Committee Meeting Date and Minutes:

Not applicable.

Attachments

a. 2025-082 ORD Special Election for Charter Amendments (DOCX)
b. 2025-082 EXH B voting centers (PDF)
c. 2025-082 ATTH 01 Joint Election Contract Nov 2025 (PDF)
d. 2025-082 ATTH 02 Projected Election Costs (PDF)
e. 2025-082 Goals & Perspectives (DOCX)
f. 2025-082 ORD Charter Amendments signed (PDF)

Staff Coordination

City Attorney	Jeffery C. Lewis	Department Head Review	Completed	05/28/2025 4:10 PM
City Secretary	Jennifer Evans	Review	Completed	05/30/2025 9:05 AM
Human Resources	J.W. Bramlett	Review	Completed	05/30/2025 1:12 PM
Public Works Department	Dusty Henslee	Review	Completed	05/30/2025 1:40 PM
City Manager	David Orr	City Manager Review	Completed	06/02/2025 5:41 PM
City Council	Jennifer Evans	Meeting	Completed	06/09/2025 6:00 PM

Meeting History

06/09/25 City Council MOVED FORWARD Next: 07/14/25

ORDINANCE NO. 2025 - 082

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ORDERING A SPECIAL ELECTION FOR PROPOSED UPDATES AND REVISIONS OF THE EXISTING CITY CHARTER, ADDING, AMENDING, AND RESTATING SECTIONS OF THE CITY CHARTER, TO BE PLACED ON THE SPECIAL ELECTION BALLOT ON THE UNIFORM ELECTION DATE FOR NOVEMBER 4, 2025, AND PRESENTED TO THE QUALIFIED VOTERS OF THE CITY OF TEXARKANA, TEXAS; PRESCRIBING THE FORM FOR THE BALLOT PROPOSITIONS; PROVIDING FOR VOTING CENTERS AS ESTABLISHED BY BOWIE COUNTY FOR THE GENERAL ELECTION; PROVIDING FOR EARLY VOTING; PROVIDING FOR PUBLICATION OF PUBLIC NOTICE OF THIS ELECTION; PROVIDING FOR REPEALER AND SEVERABILITY CLAUSES; CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Home Rule Charter of the City of Texarkana, Texas, originally adopted in May 1960, and subsequently amended to its present form, contains provisions which need to be clarified or modified to make City operations more efficient and effective; and

WHEREAS, pursuant to Texas Local Government Code Chapter 9, Section 9.004(a), the governing body of a municipality on its own motion may submit a proposed charter amendment to the municipality's qualified voters for their approval at an election; and

WHEREAS, pursuant to Texas Local Government Code Chapter 9, Section 9.004(b), the ordinance ordering the election shall provide for the election to be held on the first authorized uniform election date prescribed by the Election Code or on the earlier of the date of the next municipal general election or presidential general election and the election date must allow sufficient time to comply with other requirements of law and must occur on or after the 30th day after the date the ordinance is adopted; and

WHEREAS, pursuant to Texas Local Government Code Chapter 9, Section 9.004(c), notice of election shall be published in a newspaper of general circulation published in the municipality, the notice must include a substantial copy of the proposed amendment, an estimate of the anticipated fiscal impact to the municipality if the proposed amendment is approved at the election, and be published on the same day in each of two successive weeks, with the first publication occurring before the 14th day before the date of the election; and

WHEREAS, pursuant to Texas Local Government Code Chapter 9, Section 9.004(d), an amendment may not contain more than one subject; and

WHEREAS, pursuant to Texas Local Government Code Chapter 9, Section 9.004(e), the ballot shall be prepared so that a voter may approve or disapprove any one or more amendments without having to approve or disapprove all of the amendments; and

WHEREAS, pursuant to Texas Local Government Code Chapter 9, Section 9.0045, a municipality may not hold an election for voter approval of adding or amending a city charter with certain specific

Attachment: 2025-082 ORD Special Election for Charter Amendments (4518 : 2025-082 ORD special election charter amendments)

subject material unless the legislature adopts a resolution approving such material, but no proposed amendments implicate the requirements of Section 9.0045 of the Texas Local Government Code; and

WHEREAS, the City Council, having given due consideration to the recommendations of the city staff, has determined to submit to the qualified voters of the City of Texarkana, Texas, for the voters' adoption or rejection ('yes' or 'no' vote), the proposed amendments to the Charter for the City of Texarkana, Texas, pursuant to the provisions of Chapter 9 of the Texas Local Government Code.

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

SECTION 1: The presented City Charter amendments, attached hereto as **Exhibit "A"** and to which reference is made for all purposes, are hereby accepted and approved.

SECTION 2: A special election is hereby ordered to be held on the next Texas uniform election date, November 4, 2025, pursuant to the laws of the State of Texas and the Charter of the City of Texarkana, Texas, with said election to be held for the purpose of amending the Charter. In all City elections, the Mayor, City Secretary, or City Council shall perform each act as is required to be performed, in connection with the holding and consummation of such election, and to give effect to the intent of this Ordinance. This special election shall be conducted by Bowie County pursuant to a joint election agreement between the City and Bowie County in conjunction with the Bowie County General Election on said same date; and the City Council delegates authority to the City Manager to negotiate and execute such joint election agreement.

SECTION 3: Within the time required for preparation and inclusion of the measures ordered in Section 2 of this Ordinance, the City Attorney shall prepare ballot wording as required by law and forward such to the Bowie County Elections Office. The specimen ballot shall be made available for public inspection in the office of the City Secretary and on the bulletin board in the City Hall as soon as practicable after the official ballots have been prepared for the election, as required by Section 52.007, Texas Election Code.

SECTION 4: Within the time required for notice of the election ordered in Section 2 of this Ordinance, the City Manager or designee shall include in the notice "an estimate of the anticipated fiscal impact to the municipality if the proposed amendment is approved at the election" as required by law.

SECTION 5: The City Secretary shall give notice of this election by publication of a copy of this ordinance on the same day in each of two successive weeks in the Texarkana Gazette, a newspaper of general circulation in the City of Texarkana, with the date of the first publication occurring before the 14th day before the date of the election as required by Texas Local Government Code, Section 9.004 (c).

SECTION 6: The voting centers as established by Bowie County for the November 2025 general and special election, attached hereto as **Exhibit "B"** and to which reference is made for all purposes, for early voting and in-person voting on election day, shall be the polling locations for this special election. Early voting by personal appearance shall be conducted on the dates, times,

Attachment: 2025-082 ORD Special Election for Charter Amendments (4518 : 2025-082 ORD special election charter amendments)

and locations as noticed by Bowie County for the General and Special Election on November 4, 2025, as follows:

Early Voting by personal appearance will be
conducted each weekday at the following three locations:

[Main Location]
EV1 - Bowie County Courthouse
710 James Bowie Drive
New Boston, Texas

[Branch Location]
EV2 - Southwest Center
3222 West 7th Street
Texarkana, Texas

[Branch Location]
EV3 – Northside Church – East Entrance
5801 Summerhill Road
Texarkana, Texas

Early Voting by Personal Appearance **WEEKDAY** Schedule:

Monday, October 20	8:00 a.m. to 6:00 p.m.
Tuesday, October 21	8:00 a.m. to 6:00 p.m.
Wednesday, October 22	8:00 a.m. to 6:00 p.m.
Thursday, October 23	8:00 a.m. to 6:00 p.m.
Friday, October 24	8:00 a.m. to 6:00 p.m.
Monday, October 27	7:00 a.m. to 7:00 p.m.
Tuesday, October 28	7:00 a.m. to 7:00 p.m.
Wednesday, October 29	7:00 a.m. to 7:00 p.m.
Thursday, October 30	7:00 a.m. to 7:00 p.m.
Friday, October 31	7:00 a.m. to 7:00 p.m.

or as otherwise determined and set by Bowie County, Texas.

Early Voting by Personal Appearance
WEEKEND Schedule:

Saturday, October 25	7:00 a.m. to 7:00 p.m.
Sunday, October 26	**12:00 p.m. to 6:00 p.m.** **[Main Location Only]**

or as otherwise determined and set by Bowie County, Texas.

Attachment: 2025-082 ORD Special Election for Charter Amendments (4518 : 2025-082 ORD special election charter amendments)

SECTION 7: The deadline for receipt of applications for mail ballot shall be at 5:00 p.m. on October 24, 2025, in the Bowie County Elections Office in accordance with Section 84.007 of the Texas Election Code. The deadline to receive ballots by mail shall be 7:00 p.m. on November 4, 2025, in the Bowie County Elections Office, if carrier envelope is not postmarked, or Wednesday, November 5, 2025, at 5:00 p.m., in the Bowie County Elections Office, if carrier envelope is postmarked by 7:00 p.m. at the location of the election on Election Day (unless overseas or military voter deadlines apply).

SECTION 8: The City Council shall, at its next regular meeting after the election returns are delivered to the City Secretary's office, canvass the returns and declare the official results of the election. If one or more proposed Charter amendments are approved by a majority of the qualified voters voting in the election, the Charter as amended shall be considered adopted when an official order has been entered upon the records of the City by the City Council declaring the same adopted.

SECTION 9: The ballots for said election shall be prepared by Bowie County in conformity with Chapter 52 of the Texas Election Code so that a voter may approve or disapprove each proposed charter amendment without having to approve or disapprove all of the proposed charter amendments.

SECTION 10: 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 11: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 12: In the event of any changes made by Bowie County, Texas, or the Governor of the State of Texas, to the dates or deadlines set forth in this Ordinance or other law, then this Ordinance shall be deemed amended to conform with such changes.

SECTION 13: The Recitals set out in this Ordinance are true and correct and are incorporated herein and made a part hereof as legislative findings of the City Council for all purposes.

SECTION 14: 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 July, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2025-082 ORD Special Election for Charter Amendments (4518 : 2025-082 ORD special election charter amendments)

Exhibit A

Amendment A:

Texarkana, Texas, City Charter, Article I, shall be amended as follows to add new Section 8 – "Mission, Vision, and Values statements":

Sec. 8. – Mission, Vision, and Values statements.

The city council shall adopt and periodically review the City's official Mission, Vision, and Values to reflect the purpose, goals, and guiding principles of municipal governance. These statements shall be used to inform strategic initiatives, budgetary priorities, community engagement efforts, and internal operations. Adoption or modification of these statements shall be made by resolution of the city council and shall be reviewed no less than once every five years.

Ballot Language:

City of Texarkana Charter Amendment A: Amending the City Charter, Article I. - Incorporation, Form of Government and Powers, by adding Section 8 - Mission, Vision, and Values statements. Providing for the city council to adopt by resolution and periodically review the City's official Mission, Vision, and Values statements.

Attachment: 2025-082 ORD Special Election for Charter Amendments (4518 : 2025-082 ORD special election charter amendments)

Amendment B:

Texarkana, Texas, City Charter, Art. III, Sec. 1, Art. X, Sec. 3, and Art. XVII, Sec. 10, shall be amended as follows [additions in red, deletions in bold/strikethrough]:

ARTICLE III. - CITY MANAGER
Sec. 1. - Qualifications.

The city manager shall be chosen by the council solely on the basis of his executive and administrative qualifications with special reference to his actual experience in or his knowledge of accepted practice in respect to the duties of his office, as hereinafter set forth, provided that any person who is appointed city manager must have had at least two years of experience as a city manager or assistant city manager, or two years of comparable professional engineering or administrative experience within the last five years. ~~At the time of his appointment he need not be a resident of the city or state but d~~During his tenure of office he shall reside as provided in article XVII, Sec. 10 ~~within the city~~, and no person shall be eligible for such appointment who has held any elective office of the city within the two years preceding such appointment.

ARTICLE X. – JUDICIARY
Sec. 3. - City judge.

There shall be a magistrate of said corporation court known as the city judge who shall be elected at a regular or special meeting held in May of each even year by a majority vote of the council for a term of two years beginning on the first day in June after such election. During his tenure of office he shall reside as provided in article XVII, Sec. 10. ~~He shall be a resident of the City of Texarkana, Texas, for at least one year preceding his appointment.~~ His compensation shall be fixed by the council and shall not be decreased during the term for which appointed. He may be removed by the council for incompetency, misconduct or malfeasance, under the terms and procedures provided in article III, section 2, as for the city manager. In the event of failure of the city judge to act for any reason, the mayor shall designate the person to act in the place and stead of the city judge, with such compensation as shall be fixed by the city council.

ARTICLE XVII. - GENERAL PROVISIONS
Sec. 10. - Residence requirements for city manager and city judge ~~officers and employees~~.

The City Manager and City judge appointed under the terms of this Charter shall, upon commencing such position ~~employment~~, be or within 90 days of commencement of such appointment ~~employment~~ shall become, a resident of Bowie County, Texas~~of the City of Texarkana, Texas~~, and shall remain a resident within said county ~~of the City of Texarkana, Texas,~~ so long as appointment ~~employment~~ continues.

Ballot Language:

City of Texarkana Charter Amendment B: Amending the City Charter by revising Article III. - City Manager, § 1 - Qualifications; Article X, Judiciary, § 3 – City judge; and Article XVII. - General Provisions, § 10 - Residence requirements for officers and employees. Providing for retitling Art. XVII, § 10 to "Residence requirements for city manager and city judge", and expansion of territory for the city manager and city judge residence requirement to include the entirety of Bowie County, Texas.

Attachment: 2025-082 ORD Special Election for Charter Amendments (4518 : 2025-082 ORD special election charter amendments)

Amendment C:

Texarkana, Texas, City Charter, Article X, Sec. 4, shall be amended as follows [additions in red, deletions in bold/strikethrough]:

ARTICLE X. – JUDICIARY

Sec. 4. - Clerk of court.

The clerk of the corporation court shall be appointed by the city manager or designee ~~**judge**~~. He and his deputies shall have the power to administer oaths and affidavits, make certificates, affix the seal of said court thereto and generally do and perform any and all acts usual and necessary by clerks of courts in issuing processes of said courts and conducting the business thereof.

Ballot Language:

City of Texarkana Charter Amendment C: Amending the City Charter by revising Article X, Judiciary, § 4 – Clerk of court. Providing for the city manager or designee to appoint the clerk of the court.

Amendment D:

Texarkana, Texas, City Charter, Article XIII, Planning, § 3 – Planning department; director of planning, shall be amended as follows [additions in red, deletions in bold/strikethrough]:

Sec. 3. - Planning department; director of planning.

There shall be a city planning department to be headed by the director of planning. The director of planning or other employee designated by the city manager shall serve as the ~~**regular**~~ technical adviser of the city planning commission, and shall have such other duties and responsibilities as the council may establish.

Ballot Language:

City of Texarkana Charter Amendment D: Amending the City Charter by revising Article XIII, Planning, § 3 – Planning department; director of planning. Providing for the city manager to designate an employee in lieu of the director of planning to serve as the technical adviser to the city planning commission.

Attachment: 2025-082 ORD Special Election for Charter Amendments (4518 : 2025-082 ORD special election charter amendments)

Proposed Measures in Ballot Form

City of Texarkana,
Charter Amendment A:

Amending the City Charter, Article I. - Incorporation, Form of Government and Powers, by adding Section 8 - Mission, Vision, and Values statements. Providing for the city council to adopt by resolution and periodically review the City's official Mission, Vision, and Values statements.

⬭ For

⬭ Against

City of Texarkana,
Charter Amendment B:

Amending the City Charter by revising Article III. - City Manager, § 1 - Qualifications; Article X, Judiciary, § 3 – City judge; and Article XVII. - General Provisions, § 10 - Residence requirements for officers and employees. Providing for expansion of territory for the city manager and city judge residence requirement to include the entirety of Bowie County, Texas, and retitling Art. XVII, § 10 to "Residence requirements for city manager and city judge".

⬭ For

⬭ Against

City of Texarkana,
Charter Amendment C:

Amending the City Charter by revising Article X, Judiciary, § 4 – Clerk of court. Providing for the city manager or designee to appoint the clerk of the court.

⬭ For

⬭ Against

City of Texarkana,
Charter Amendment D:

Amending the City Charter by revising Article XIII, Planning, § 3 – Planning department; director of planning. Providing for the city manager to designate an employee in lieu of the director of planning to serve as the technical adviser to the city planning commission.

⬭ For

⬭ Against

Attachment: 2025-082 ORD Special Election for Charter Amendments (4518 : 2025-082 ORD special election charter amendments)

2025-082 EXH B

Bowie County Voting Centers

Election Day Voting Centers and Early Voting Centers

1. **Oak Street Baptist Church**
   Family Life Center
   401 Waterall St
   Texarkana, TX
2. **St. Paul's Missionary Baptist Church**
   Family Life Center
   2921 Norris Cooley Dr
   Texarkana, TX
3. **Liberty Eylau Baptist Church**
   Family Life Center
   5605 S Lake Dr
   Texarkana, TX
4. **Liberty Eylau School of Success**
   Cafeteria
   766 Macedonia Rd
   Texarkana, TX
5. **Wake Village 1st Baptist Church**
   Fellowship Hall
   820 Wake Ave
   Wake Village, TX
6. **Collins Senior Center**
   Meeting Room
   3000 Texas Blvd
   Texarkana, TX
7. **Texarkana College**
   Levi Hall
   2500 N Robison Rd
   Texarkana, TX
8. **New Zion Missionary Baptist**
   Family Room
   1901 Charlestine St
   Texarkana, TX
9. **Sullivan Performing Arts Center**
   Foyer
   3941 Summerhill Rd
   Texarkana, TX
10. **Nash 1st Baptist Church**
    Room 117A
    500 E New Boston Rd
    Nash, TX
11. **First Baptist Church of Texarkana**
    Scout Center
    3015 Moores Ln
    Texarkana, TX
12. **Richmond Road Baptist Church**
    Worship Center
    5805 Richmond Rd
    Texarkana, TX
13. **Hardy Memorial Methodist Church**
    Youth Center
    6203 N Kings Hwy
    Texarkana, TX
14. **Hooks High School**
    Gym
    401 E Ave A
    Hooks, TX
15. **Simms Baptist Church**
    Fellowship Hall
    105 CR 4216
    Simms, TX
16. **Old Salem Baptist Church**
    Fellowship Hall
    6199 FM 1840
    New Boston, TX
17. **De Kalb High School**
    Gym
    101 SW Maple St
    De Kalb, TX
18. **New Boston City Hall**
    Community Center
    301 NE Front St
    New Boston, TX
19. **Leary City Hall**
    Council Chambers
    9504 W New Boston Rd ***BA ADDR
    Leary, TX
20. **First Baptist Church Red Springs**
    Family Life Center
    1101 FM 991
    Texarkana, TX
21. **First Baptist Church of Redwater**
    Family Life Center
    105 Redwater Blvd E
    Redwater, TX
22. **Maud Church of Christ**
    Family Life Center
    414 Houston Dr
    Maud, TX
23. **Malta Baptist Church**
    Family Life Center
    23 PR 27891
    De Kalb, TX
24. **Southwest Center**
    ABC Room
    3222 W 7th St
    Texarkana, TX
25. **Cross Pointe Texarkana**
    Gym
    3130 University Ave
    Texarkana, TX

EV1. **Bowie County Courthouse**
Elections Workroom
710 James Bowie Dr
New Boston, TX

EV2. **Southwest Center**
Room ABC
3222 W 7th St
Texarkana, TX

EV3. **Northside Church**
East Entrance
5801 Summerill Rd
Texarkana, TX

Attachment: 2025-082 EXH B voting centers [Revision 1] (4518 : 2025-082 ORD special election charter amendments)

Texarkana Water Utilities (TWU) maps are for display purposes only. TWU makes no guarantees, or warranties as to the accuracy, completeness, currency, or suitability of the information provided. TWU specifically disclaims any and all liability for any claims or damages that may result from providing GIS data.

COUNTYWIDE VOTING NOTICE

Voters in Bowie County will now be able to vote at any polling location on Election Day.

Bowie County's Application to Participate in Countywide Voting has been approved by the Texas Secretary of State. The County submitted an Application on July 13, 2022, and received word of approval on Friday, August 12, 2022.

Voters have a choice of 25 Vote Centers strategically located across the county. On election day a registered voter can vote at any location from 7am to 7pm. A list of the locations is posted under the "Where to Vote" banner.

Countywide voting makes voting more convenient, more secure, potentially increases voter turnout, and prevents eligible voters from being turned away or given a provisional ballot because the voter is in the wrong voting precinct on election day.

Voters had their first opportunity to use the new program beginning with the November 8, 2022, General/Joint Elections. In the future, all elections, including general, special, joint, primaries, and runoffs will be eligible to use the countywide polling centers.

For more information on the program or Bowie County Elections please call 903.628.6810 or visit www.co.bowie.tx.us/page/bowie.Elections.

Attachment: 2025-082 EXH B voting centers [Revision 1] (4518 : 2025-082 ORD special election charter amendments)

JOINT ELECTION AGREEMENT
FOR
NOVEMBER 4, 2025, JOINT LOCAL ELECTION

Attachment: 2025-082 ATTH 01 Joint Election Contract Nov 2025 (4518 : 2025-082 ORD special election charter amendments)

Contracting Statement

1. Bowie County (the "County") will be conducting general and special elections for the participating entities (each, a "Participating Entity," and together, the "Participating Entities") listed in Exhibit A, which is attached to and incorporated into this agreement, on November 4, 2025. The Participating Entities require elections to be held on November 4, 2025.

2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common Vote Centers if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory.

3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.

4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common Vote Centers can serve.

5. Pursuant to Texas Election Code Sections 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Bowie County, a political subdivision of the State of Texas acting by and through the Bowie County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.

I. Scope of Joint Election Agreement

This agreement covers the November 4, 2025, Constitutional/Joint and/or Special Elections for the parties to this agreement to be held on November 4, 2025, and any runoffs needed. The County and the Participating Entities will hold all the entities elections on Tuesday, November 4, 2025 ("Election Day") jointly for the voters in each of the participating entities.

II. Election Officer

The Participating Entities hereby appoint the Bowie County Election Administrator, the election officer for the County, as the Election Officer to perform and supervise all necessary duties and responsibilities for both the County and the Participating Entities involved in conducting the joint election covered by this agreement.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Bowie County Election Administrator, the early voting clerk for Bowie County, as the early voting clerk for the joint election. Early voting for the Participating Entities will be conducted at the dates, times, and locations as required by the Texas Election Code and authorized and ordered by the governing body of each Participating Entity.

A. *County Responsibilities*

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.

2. The Bowie County Election Administrator, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Bowie County voters voting in the joint election. The Bowie County Election Administrator will promptly receive from each Participating Entity's any regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Bowie County Election Administrator will send early voting ballots by mail and receive early voting ballots for early voting by mail. And the Bowie County Election Administrator may appoint as many deputy early voting clerks as necessary to assist the Bowie County Election Administrator with voting to take place at the early voting locations.

3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Bowie County Election Administrator will arrange for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting Vote Centers, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.

4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting Vote Centers. The County will designate and confirm all early voting Vote Center locations.

5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.

6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Bowie County Election Administrator as the custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes before transfer to the Early Voting Ballot Board and to Central Count.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.

8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single combined ballot and single ballot box will be

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used. The County will use the Election Systems and Software (ES&S) electronic voting system, as defined, and described by Texas Election Code Title 8 and agrees to use ballots that are compatible with such equipment.

9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks from the selection provided by the County. The Presiding Judge and clerks will compose the Early Voting Ballot Board and will count and return early voting ballots and perform all other duties the Election Code requires of it.

B. *Participating Entities' Responsibilities*

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Bowie County Election Administrator.

2. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. *County Responsibilities*

1. The County will designate and confirm all Election Day Vote Center locations for the joint election and will forward such information, Exhibit B, to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such Vote Centers.
2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election at each Vote Center is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of Bowie County. The Election Administrator shall provide a list of presiding election judges and clerks for each Voting Center used and the Participating Entities shall approve the Presiding Judge and Alternate Judges. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.

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3. One set of election officials will preside over the election in each Vote Center. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in each Vote Center. Each voter will receive a single ballot that is applicable to their voting eligibility. A single ballot box will be used at each Vote Center. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in the Vote Centers. The County will use the Election Systems and Software (ES&S) electronic voting system, as defined, and described by Texas Election Code Title 8 and agrees to use ballots that are compatible with such equipment.

4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.

5. The County will arrange for election-day voter registration lists for the joint election. The County will determine and provide the amount of election supplies needed for Election Day voting.

6. The County, by and through the Elections Office, will be responsible for preparing, transporting, and securing voting equipment and election-day supplies for use on Election Day.

7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions, with designation of registered voters in each Participating Entity, for use at the joint election day Vote Centers on Election Day.

8. The Vote Centers are designated as the Vote Centers that the County commonly uses. At the Vote Centers a single ballot box will be used for depositing all ballots cast in the joint election. At this Vote Center, one voter registration list and signature roster will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity's governing board. The Bowie County Election Administrator will maintain a return center on Election Day for the purpose of receiving returns from the County. The Bowie County Election Administrator will provide unofficial election results to the qualified individual appointed by each Participating Entity.

9. On Election Day, the Bowie County Elections Administrator or the Administrators designated staff will field all questions from election judges.

B. *Participating Entities' Responsibilities*

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.

2. The designated official for each Participating Entity will receive unofficial election results from the Bowie County Election Administrator at designated times after the polls close on Election Day.

V. Election Night

A. *County Responsibilities*

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating, and supervising the physical layout of the support stations that are the joint election's receiving substations, and

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coordinating and managing election media coverage.

2. The County is responsible for transporting voted ballot boxes to the central counting station.

3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to oversee operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election.

4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. *Participating Entities' Responsibilities*

1. Other than receiving returns from the Bowie County Election Administrator, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

A. The County will provide the Elections Office's permanent staff and offices to administer the joint election, under the Bowie County Election Administrator's direction.

B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The Election Office will be responsible for transporting the ballot boxes to the counting area for the Early Voting Ballot Board.

C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.

D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.

E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

A. Concurrently with submitting an executed copy of this agreement, each Participating Entity must also submit payment via check, in the amount equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit C, which is also incorporated into this agreement. **The County is under no obligation to conduct a Participating Entity's elections until the**

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County receives that Participating Entity's payment of Cost Estimate. All checks must be made payable to Bowie County Elections. This deposit represents approximately 50% of the costs of the Participating Entity's share of the estimated election costs. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County incurs for establishing and operating all early voting and election-day activities at the Vote Center in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice within thirty (30) days of receiving it.

B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.

C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. When the Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Participating Entities according to the formula used in the Cost Estimate.

D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.

E. Should a Participating Entity establish additional early voting Vote Centers, other than one that is provided by the County, it will bear the expense of doing so and the County will administer the additional Vote Center. The Cost Estimate for each individual Participating Entity will include the additional Vote Center for each Participating Entity, as set forth in Exhibit C.

VIII. General Provisions

A. *Legal Notices*

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. The Bowie County Election Administrator will provide each Participating Entity information on changes affecting the Participating Entity's election, such as Vote Center changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the Administrator's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses.

B. *Communication*

Throughout this agreement's term, the Bowie County Election Administrator or the Administrator's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. *Custodian*

The Bowie County Election Administrator will serve as the custodian of the keys to the ballot boxes

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for voted ballots in the joint election. The Elections Administrator will also serve as the Custodian of Record for all documents, materials, and records of the election and will retain and secure all election items for the mandated 22-month retention period.

D. *Effective Date*

This agreement takes effect upon its complete execution by the Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until that Participating Entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A, B, and C

1. The Participating Entities acknowledge and agree that Exhibits A, B, and C may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibits A, B, and C and authorize the County to enter into such amendments without the Participating Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibits A, B, and C.

2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement, except as provided in (IX. A. 1). No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Bowie County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Bowie County Election Administrator may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently, except that any such proposed amendment must be approved by the Bowie County Commissioners Court and the governing body of each respective Participating Entity before the amendment will be effective.

B. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

C. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's November 5, 2024, election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

D. Severability

If any provision of this agreement is found to be invalid, illegal, or unenforceable by a court of

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competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

E. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

F. Other Instruments

The Participating Entities agree that they will execute other and further instruments, or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

G. Third-Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights, or remedies.

H. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common Vote Centers covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A, B, and C.

I. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. Signatures transmitted electronically by e-mail in a "PDF" format shall have the same force and effect as original signatures. All such counterparts will be construed together and will constitute one and the same agreement.

BOWIE COUNTY
BY: _____ Date: _____

Pat McCoy
Bowie County Election Administrator

LOCAL ENTITY

_____ Date: _____
City of Texarkana

Attest:

_____

Attachment: 2025-082 ATTH 01 Joint Election Contract Nov 2025 (4518 : 2025-082 ORD special election charter amendments)

Exhibit A
Participating Entities

As of May 8, 2025, listed below is a list of Participating Entities for the November 4, 2025, Joint Election

City of Texarkana

Attachment: 2025-082 ATTH 01 Joint Election Contract Nov 2025 (4518 : 2025-082 ORD special election charter amendments)

Exhibit B
Vote Center Locations

Early Voting (EV) and Election Day (ED)

Vote Center #	Location	Room/Building	Address
EV1	Bowie County Courthouse *Main Location*	Elections Workroom	710 James Bowie Dr., New Boston, TX 75570
EV2	Southwest Center	ABC Room	3222 W. 7th St, Texarkana, TX 75501
EV3	Northside Church	East Entrance	5801 Summerhill Rd, Texarkana, TX 75503

Vote Center #	Location	Room/Building	Address
ED1	Oak St. Baptist Church	Family Life Center	401 Waterall St, Texarkana, TX
ED2	St. Paul's Missionary Baptist Church	Family Life Center	2921 Norris Cooley Dr., Texarkana TX
ED3	Liberty Eylau Baptist Church	Family Life Center	5605 S. Lake Dr., Texarkana TX
ED4	Liberty Eylau School of Success	Cafeteria	766 Macedonia Rd, Texarkana, TX
ED5	Wake Village 1st Baptist Church	Fellowship Hall	820 Wake Ave, Wake Village, TX
ED6	Collins Senior Center	Meeting Room	3000 Texas Blvd, Texarkana, TX
ED7	Texarkana College	Levi Hall	2500 N Robison Rd, Texarkana, TX
ED8	New Zion Missionary Baptist	Family Room	1901 Charlestine St., Texarkana, TX
ED9	Sullivan Performing Arts Center	Foyer	3941 Summerhill Rd, Texarkana, TX
ED10	Nash 1st Baptist Church	Rm 117A	500 East New Boston Rd., Nash, TX
ED11	Texarkana 1st Baptist Church	Scout Center	3015 Moore's Ln., Texarkana, TX
ED12	Richmond Rd Baptist Church	Worship Center	5805 Richmond Rd, Texarkana, TX
ED13	Hardy Memorial Methodist Church	Youth Center	6203 N. Kings Hwy., Texarkana, TX
ED14	Hooks High School	Gym	401 E. Ave A, Hooks, TX
ED15	Simms Baptist Church	Fellowship Hall	105 CR 4216, Simms, TX
ED16	Old Salem Baptist Church	Fellowship Hall	6199 FM 1840, New Boston, TX
ED17	DeKalb High School	Gym	101 SW Maple St., DeKalb, TX
ED18	New Boston City Hall	Community Center	301 NE Front St, New Boston, TX
ED19	Leary City Hall	Council Chambers	9504 W. New Boston Rd, Texarkana, TX
ED20	1st Baptist Church Red Springs	Family Life Center	1101 FM 991 Texarkana, TX
ED21	Redwater 1st Baptist Church	Family Life Center	105 Redwater Blvd E, Redwater, TX
ED22	Maud Church of Christ	Family Life Center	414 Houston Dr., Maud, TX
ED23	Malta Baptist Church	Family Life Center	23 PR 27891, DeKalb, TX
ED24	Southwest Center	ABC Room	3222 W. 7th St., Texarkana, TX
ED25	Cross Pointe Texarkana	Gym	3130 University Ave, Texarkana, TX

Attachment: 2025-082 ATTH 01 Joint Election Contract Nov 2025 (4518 : 2025-082 ORD special election charter amendments)

Exhibit C
Cost Estimates

Cost estimates are not available until August 1, 2025, and will be attached in separate Spreadsheet.

Attachment: 2025-082 ATTH 01 Joint Election Contract Nov 2025 (4518 : 2025-082 ORD special election charter amendments)

BOWIE COUNTY ELECTIONS

ESTIMATED ITEMIZED COST NOVEMBER 5 2025 ELECTION

DATE OF ELECTION:	Nov 5, 2025	**Days of Early Voting**	12
# OF EV POLLING LOCATIONS	3	**# OF ED VOTE CENTERS**	25

LEGAL NOTICE PUBLICATION

Public L&A Test	TXK Gazette	$ 684.00	
Notice of Election	TXK Gazette	$ 876.12	
		Total Notices Cost	**$ 1,560.12**

TRANSPORTATION OF VOTING EQUIPMENT -IH

Uhaul Rentals		$1,800.00	
		Total Transport Cost	**$1,800.00**

POLLING LOCATION SITE RENTAL FEES

Northside Church		$ 1,200.00	
OakStreet Baptist (ED1)		$ 100.00	
St Pauls Miss Baptist (ED2		$ 100.00	
Liberty Eylau Baptist (ED3)		$ 100.00	
New Zion Baptist		$ 100.00	
Wake Village !st Baptist (ED5)		$ 100.00	
Nash First Baptist (ED10)		$ 100.00	
TXK First Baptist (ED11)		$ 100.00	
Richmond Rd Baptist (ED12)		$ 100.00	
Hardy Memorial Methodist (ED13)		$ 100.00	
Simms Baptist (ED15)		$ 100.00	
Old Salem Baptist (ED16)		$ 100.00	
Red Springs Baptist (ED20)		$ 100.00	
Redwater Baptist (ED21)		$ 100.00	
Maud Church of Christ (ED22)		$ 100.00	
Malta Baptist		$ 100.00	
Cross Pointe		$ 100.00	
		Total Rental Cost	**$ 2,800.00**

PROFESSIONAL SERVICES

Letter Folding	ARTX Printing	$ -	
Postage for Ballot by Mail Kits (1500)	In House	$ 2,658.70	
Site Support	ES&S	$ 5,600.00	
Programming/Media Burn/Layout	ES&S	$ 12,000.00	
Ballot by Mail Kits (1500)	ES&S	$ 6,800.00	
Department Personnel OT	paid via BowCo	$ 1,863.00	
		Total Services Cost	**$ 28,921.70**

FIELD TECH SUPPORT

Mileage reimbursement for FTs/Staff		$ -	
EA/DEA			
Runner 1		$ 292.64	
Runner 2		$ 100.00	
		Total Field Tech Support Cost	**$ 392.64**

ELECTION SUPPLIES

	Vendor	Fee per Unit	# EV Units	EV Total	# ED Units	ED Total	
Ballot Activation Card Stock	ES&S	0.1300	15000	$ 1,950.00	15000	$ 1,950.00	
Encrypted Thumb Drives	ES&S	115.00	6	$ 690.00	25	$ 2,875.00	
Flat Fee for Supply Kits	IH Printing	75.00	3	$ 225.00	28	$ 2,100.00	
				$ 2,865.00		**$ 6,925.00**	
						Total Election Supplies Cost	**$ 9,790.00**

COMMUNICATION SERVICES

Verizon USB MiFi (EV&ED)		$ 1,875.00	
Phone Service/Vote Center SB477		$ 560.00	
Per Election		**Total Communications**	**$ 2,435.00**

PRINTING FEES

Sample Ballot - Sets & Composite	ES&S	$ 1,628.45	
Test Deck	ES&S	$ 1,051.54	
Training Guides	IH Printing	$ 980.00	
		Total Printing Cost	**$ 3,659.99**

ELECTION WORKER PAYROLL (490.111)

Testing, EVBB, PVBB, Central Count,PMC	$5,300.00	
Deployment	$1,700.00	
Early Voting Personnel	$33,500.00	
Election Day Personnel	$25,000.00	
	Total Payroll	**$65,500.00**
	SubTotal	$ 116,859.45

ADMINISTRATIVE Fee [Sec 31.098(d)] (5%)

Administrative Fee currently 5%	5%	$ 5,842.97	

ESTIMATED TOTAL

$ 122,702.42

EQUIPMENT FEE [Sec 123.032 (d)] (5%)] FOR NON-PARTICIPATING ENTITIES

	Equip Cost	Fee per Unit	# EV Units	EV Total	# ED Units	ED Total	
DS200 ED/EV	$6,210.00	310.50	3	$ 931.50	25	$ 7,762.50	
DS200 EVBB/PVBB/LATEMail	$6,210.00	310.50	3	$ 931.50			
Express Vote BMD	$3,550.00	177.50	24	$ 4,260.00	132	$ 23,430.00	
DS450/Central Count Backup	$99,479.30	4,973.97	0	$ -	2	$ 9,947.93	
Electronic Pollbook	$2,034.25	101.71	9	$ 915.41	44	$ 4,475.35	
	Total Equipment Rental Fees			**$ 7,038.41**		**$ 45,615.78**	

Attachment: 2025-082 ATTH 02 Projected Election Costs (4518 : 2025-082 ORD special election charter amendments)

JOINT, GENERAL AND SPECIAL ELECTION
May 7, 2022
Early Voting Apr 25 - May 3

ITEMIZED ELECTION EXPENSES	TOTAL COST	Bowie County	Texarkana College	City of Texarkana	PGISD	Hubbard ISD	Dekalb ISD	Leary ISD	Simms ISD	Malta ISD	
Number of Registered Voters	**59,711**	59,711	59,711	21,496	9,185	438	3,138	625	2,455	506	157,265
Total Voters/Percent Share	***157,265***	0.379684	0.379684	0.136686	0.058405	0.002785	0.019954	0.003974	0.015611	0.003217	
Publish Legal Notices - Texarkana Gazette	$1,560.12	$592.35	$592.35	$213.25	$91.12	$4.35	$31.13	$6.20	$24.35	$5.02	
Transportation of Voting Equipment - IH	$1,800.00	$683.43	$683.43	$246.04	$105.13	$5.01	$35.92	$7.15	$28.10	$5.79	
Polling Location Site Rental Fees (Non-Public)	$2,800.00	$1,063.12	$1,063.12	$382.72	$163.53	$7.80	$55.87	$11.13	$43.71	$9.01	
Professional Services - Tech Site Support, Folding, Ballot by Mail Kits Programming	$28,921.70	$10,981.11	$10,981.11	$3,953.21	$1,689.16	$80.55	$577.09	$114.94	$451.48	$93.06	
EV and ED Field Tech Support (mileage reimbursement)	$392.64	$149.08	$149.08	$53.67	$22.93	$1.09	$7.83	$1.56	$6.13	$1.26	
EV and ED Election Supplies	$9,790.00	$3,717.11	$3,717.11	$1,338.16	$571.78	$27.27	$195.35	$38.91	$152.83	$31.50	
Internet service for electronic pollbooks -Verizon Wireless	$2,435.00	$924.53	$924.53	$332.83	$142.22	$6.78	$48.59	$9.68	$38.01	$7.83	
Printing Fees	$3,659.99	$1,389.64	$1,389.64	$500.27	$213.76	$10.19	$73.03	$14.55	$57.13	$11.78	
Testing, Early Voting & Late Ballot Board, and Central Count Personnel - Gross wages	$5,300.00	$2,012.33	$2,012.33	$724.44	$309.54	$14.76	$105.75	$21.06	$82.74	$17.05	
Deployment Personel	$1,700.00	$645.46	$645.46	$232.37	$99.29	$4.73	$33.92	$6.76	$26.54	$5.47	
Early Voting Personnel - Gross wages	$33,500.00	$12,719.41	$12,719.41	$4,579.00	$1,956.55	$93.30	$668.44	$133.14	$522.95	$107.79	
Election Day Personnel - Gross wages	$25,000.00	$9,492.10	$9,492.10	$3,417.16	$1,460.12	$69.63	$498.84	$99.35	$390.26	$80.44	
Security Personnel for EV Supply Return and Central Count (paid via BowCo)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Subtotal	$116,859.45	$44,369.66	$44,369.66	$15,973.11	$6,825.13	$325.47	$2,331.76	$464.42	$1,824.25	$376.00	
5% Administrative Fee [Sec 31.098(d)]	$5,842.97	$2,218.48	$2,218.48	$798.66	$341.26	$16.27	$116.59	$23.22	$91.21	$18.80	
Equipment Usage Fee - **Early Voting** (Epollbook, ExpressVote BMD, DS200 Digital Precinct Scanner)										$0.00	
Equipment Usage Fee - **Election Day** (Epollbook, ExpressVote BMD, DS200 Digital Precinct Scanner, D450 digital tabulator)										$0.00	
Subtotal	$122,702.42	$46,588.14	$46,588.14	$16,771.76	$7,166.39	$341.74	$2,448.35	$487.64	$1,915.46	$394.79	
Total Cost	$122,702.42	$46,588.14	$48,806.63	$16,771.76	$7,166.39	$341.74	$2,448.35	$487.64	$1,915.46	$394.79	
Base Allocation Fee	$13,500.00	$0.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	
Adjusted Totals	$109,202.42	$41,462.41	$41,462.41	$14,926.50	$6,377.92	$304.14	$2,178.98	$433.99	$1,704.71	$351.36	
Estimated Amount Due	**$95,702.42**	**$41,462.41**	**$42,962.41**	**$16,426.50**	**$7,877.92**	**$1,804.14**	**$3,678.98**	**$1,933.99**	**$3,204.71**	**$1,851.36**	
DEPOSIT PAID											
BALANCE DUE BOWIE COUNTY		$41,462.41	$42,962.41	$16,426.50	$7,877.92	$1,804.14	$3,678.98	$1,933.99	$3,204.71	$1,851.36	**$121,202.42**

Attachment: 2025-082 ATTH 02 Projected Election Costs (4518 : 2025-082 ORD special election charter amendments)

JOINT, GENERAL AND SPECIAL ELECTION
May 7, 2022
Early Voting: Apr 25 - May 3

DISTRICT	EST # OF VOTERS	EST % SHARE	ESTIMATED COST	ALLOCATED COST	EST COST + ALLOCATED COST	DEPOSIT INVOICE (50% of EST)	DEP INVOICE #1124-	DEPOSIT PAID	FINAL INVOICE #1124-	FINAL INVOICE	FINAL INVOICE PAID	FINAL # OF VOTERS	FINAL % SHARE
			$ 122,702.42									Estimated	
Bowie County (All Voting Precincts)	59,711	0.379684	$ 46,588.14		$46,588.14							59,711	
Texarkana College	59,711	0.379684	$ 46,588.14	$1,500.00	$48,088.14							59,711	
City of Texarkana (City wide)	21,496	0.136686	$ 16,771.76	$1,500.00	$18,271.76							21,496	0.138854
PGISD	9,185	0.058405	$ 7,166.39	$1,500.00	$8,666.39							9,185	
Hubbard ISD (At Large)	438	0.002785	$ 341.74	$1,500.00	$1,841.74							438	0.002829
Dekalb ISD (Five Districts)	3,138	0.019954	$ 2,448.35	$1,500.00	$3,948.35							3,138	0.020270
Leary ISD (At Large)	625	0.003974	$ 487.64	$1,500.00	$1,987.64							625	
Malta ISD (At Large)	506	0.003217	$ 394.79	$1,500.00	$1,894.79							506	0.003269
Simms ISD (At Large)	2,455	0.015611	$ 1,915.46	$1,500.00	$3,415.46							2,455	
Total	**157,265**	**1.000000**	**$ 122,702.42**	**$ 12,000.00**	**$ 134,702.42**	$ -						**154,810**	**0.17**

Attachment: 2025-082 ATTH 02 Projected Election Costs (4518 : 2025-082 ORD special election charter amendments)

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: 2025-082 Goals & Perspectives (4518 : 2025-082 ORD special election charter amendments)

ORDINANCE NO. 2025 - 082

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ORDERING A SPECIAL ELECTION FOR PROPOSED UPDATES AND REVISIONS OF THE EXISTING CITY CHARTER, ADDING, AMENDING, AND RESTATING SECTIONS OF THE CITY CHARTER, TO BE PLACED ON THE SPECIAL ELECTION BALLOT ON THE UNIFORM ELECTION DATE FOR NOVEMBER 4, 2025, AND PRESENTED TO THE QUALIFIED VOTERS OF THE CITY OF TEXARKANA, TEXAS; PRESCRIBING THE FORM FOR THE BALLOT PROPOSITIONS; PROVIDING FOR VOTING CENTERS AS ESTABLISHED BY BOWIE COUNTY FOR THE GENERAL ELECTION; PROVIDING FOR EARLY VOTING; PROVIDING FOR PUBLICATION OF PUBLIC NOTICE OF THIS ELECTION; PROVIDING FOR REPEALER AND SEVERABILITY CLAUSES; CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Home Rule Charter of the City of Texarkana, Texas, originally adopted in May 1960, and subsequently amended to its present form, contains provisions which need to be clarified or modified to make City operations more efficient and effective; and

WHEREAS, pursuant to Texas Local Government Code Chapter 9, Section 9.004(a), the governing body of a municipality on its own motion may submit a proposed charter amendment to the municipality's qualified voters for their approval at an election; and

WHEREAS, pursuant to Texas Local Government Code Chapter 9, Section 9.004(b), the ordinance ordering the election shall provide for the election to be held on the first authorized uniform election date prescribed by the Election Code or on the earlier of the date of the next municipal general election or presidential general election and the election date must allow sufficient time to comply with other requirements of law and must occur on or after the 30th day after the date the ordinance is adopted; and

WHEREAS, pursuant to Texas Local Government Code Chapter 9, Section 9.004(c), notice of election shall be published in a newspaper of general circulation published in the municipality, the notice must include a substantial copy of the proposed amendment, an estimate of the anticipated fiscal impact to the municipality if the proposed amendment is approved at the election, and be published on the same day in each of two successive weeks, with the first publication occurring before the 14th day before the date of the election; and

WHEREAS, pursuant to Texas Local Government Code Chapter 9, Section 9.004(d), an amendment may not contain more than one subject; and

WHEREAS, pursuant to Texas Local Government Code Chapter 9, Section 9.004(e), the ballot shall be prepared so that a voter may approve or disapprove any one or more amendments without having to approve or disapprove all of the amendments; and

WHEREAS, pursuant to Texas Local Government Code Chapter 9, Section 9.0045, a municipality may not hold an election for voter approval of adding or amending a city charter with certain specific

Attachment: 2025-082 ORD Charter Amendments signed (4518 : 2025-082 ORD special election charter amendments)

subject material unless the legislature adopts a resolution approving such material, but no proposed amendments implicate the requirements of Section 9.0045 of the Texas Local Government Code; and

WHEREAS, the City Council, having given due consideration to the recommendations of the city staff, has determined to submit to the qualified voters of the City of Texarkana, Texas, for the voters' adoption or rejection ('yes' or 'no' vote), the proposed amendments to the Charter for the City of Texarkana, Texas, pursuant to the provisions of Chapter 9 of the Texas Local Government Code.

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

SECTION 1: The presented City Charter amendments, attached hereto as **Exhibit "A"** and to which reference is made for all purposes, are hereby accepted and approved.

SECTION 2: A special election is hereby ordered to be held on the next Texas uniform election date, November 4, 2025, pursuant to the laws of the State of Texas and the Charter of the City of Texarkana, Texas, with said election to be held for the purpose of amending the Charter. In all City elections, the Mayor, City Secretary, or City Council shall perform each act as is required to be performed, in connection with the holding and consummation of such election, and to give effect to the intent of this Ordinance. This special election shall be conducted by Bowie County pursuant to a joint election agreement between the City and Bowie County in conjunction with the Bowie County General Election on said same date; and the City Council delegates authority to the City Manager to negotiate and execute such joint election agreement.

SECTION 3: Within the time required for preparation and inclusion of the measures ordered in Section 2 of this Ordinance, the City Attorney shall prepare ballot wording as required by law and forward such to the Bowie County Elections Office. The specimen ballot shall be made available for public inspection in the office of the City Secretary and on the bulletin board in the City Hall as soon as practicable after the official ballots have been prepared for the election, as required by Section 52.007, Texas Election Code.

SECTION 4: Within the time required for notice of the election ordered in Section 2 of this Ordinance, the City Manager or designee shall include in the notice "an estimate of the anticipated fiscal impact to the municipality if the proposed amendment is approved at the election" as required by law.

SECTION 5: The City Secretary shall give notice of this election by publication of a copy of this ordinance on the same day in each of two successive weeks in the Texarkana Gazette, a newspaper of general circulation in the City of Texarkana, with the date of the first publication occurring before the 14th day before the date of the election as required by Texas Local Government Code, Section 9.004 (c).

SECTION 6: The voting centers as established by Bowie County for the November 2025 general and special election, attached hereto as **Exhibit "B"** and to which reference is made for all purposes, for early voting and in-person voting on election day, shall be the polling locations for this special election. Early voting by personal appearance shall be conducted on the dates, times,

Attachment: 2025-082 ORD Charter Amendments signed (4518 : 2025-082 ORD special election charter amendments)

and locations as noticed by Bowie County for the General and Special Election on November 4, 2025, as follows:

Early Voting by personal appearance will be
conducted each weekday at the following three locations:

[Main Location]
EV1 - Bowie County Courthouse
710 James Bowie Drive
New Boston, Texas

[Branch Location]
EV2 - Southwest Center
3222 West 7th Street
Texarkana, Texas

[Branch Location]
EV3 – Northside Church – East Entrance
5801 Summerhill Road
Texarkana, Texas

Early Voting by Personal Appearance **WEEKDAY** Schedule:

Monday, October 20	8:00 a.m. to 6:00 p.m.
Tuesday, October 21	8:00 a.m. to 6:00 p.m.
Wednesday, October 22	8:00 a.m. to 6:00 p.m.
Thursday, October 23	8:00 a.m. to 6:00 p.m.
Friday, October 24	8:00 a.m. to 6:00 p.m.
Monday, October 27	7:00 a.m. to 7:00 p.m.
Tuesday, October 28	7:00 a.m. to 7:00 p.m.
Wednesday, October 29	7:00 a.m. to 7:00 p.m.
Thursday, October 30	7:00 a.m. to 7:00 p.m.
Friday, October 31	7:00 a.m. to 7:00 p.m.

or as otherwise determined and set by Bowie County, Texas.

Early Voting by Personal Appearance
WEEKEND Schedule:

Saturday, October 25	7:00 a.m. to 7:00 p.m.
Sunday, October 26	**12:00 p.m. to 6:00 p.m. [Main Location Only]**

or as otherwise determined and set by Bowie County, Texas.

Attachment: 2025-082 ORD Charter Amendments signed (4518 : 2025-082 ORD special election charter amendments)

SECTION 7: The deadline for receipt of applications for mail ballot shall be at 5:00 p.m. on October 24, 2025, in the Bowie County Elections Office in accordance with Section 84.007 of the Texas Election Code. The deadline to receive ballots by mail shall be 7:00 p.m. on November 4, 2025, in the Bowie County Elections Office, if carrier envelope is not postmarked, or Wednesday, November 5, 2025, at 5:00 p.m., in the Bowie County Elections Office, if carrier envelope is postmarked by 7:00 p.m. at the location of the election on Election Day (unless overseas or military voter deadlines apply).

SECTION 8: The City Council shall, at its next regular meeting after the election returns are delivered to the City Secretary's office, canvass the returns and declare the official results of the election. If one or more proposed Charter amendments are approved by a majority of the qualified voters voting in the election, the Charter as amended shall be considered adopted when an official order has been entered upon the records of the City by the City Council declaring the same adopted.

SECTION 9: The ballots for said election shall be prepared by Bowie County in conformity with Chapter 52 of the Texas Election Code so that a voter may approve or disapprove each proposed charter amendment without having to approve or disapprove all of the proposed charter amendments.

SECTION 10: 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 11: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 12: In the event of any changes made by Bowie County, Texas, or the Governor of the State of Texas, to the dates or deadlines set forth in this Ordinance or other law, then this Ordinance shall be deemed amended to conform with such changes.

SECTION 13: The Recitals set out in this Ordinance are true and correct and are incorporated herein and made a part hereof as legislative findings of the City Council for all purposes.

SECTION 14: 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 July, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:38 p.m.

Attachment: 2025-082 ORD Charter Amendments signed (4518 : 2025-082 ORD special election charter amendments)

Exhibit A

Amendment A:

Texarkana, Texas, City Charter, Article I, shall be amended as follows to add new Section 8 – "Mission, Vision, and Values statements":

Sec. 8. – Mission, Vision, and Values statements.

The city council shall adopt and periodically review the City's official Mission, Vision, and Values to reflect the purpose, goals, and guiding principles of municipal governance. These statements shall be used to inform strategic initiatives, budgetary priorities, community engagement efforts, and internal operations. Adoption or modification of these statements shall be made by resolution of the city council and shall be reviewed no less than once every five years.

Ballot Language:

City of Texarkana Charter Amendment A: Amending the City Charter, Article I. - Incorporation, Form of Government and Powers, by adding Section 8 - Mission, Vision, and Values statements. Providing for the city council to adopt by resolution and periodically review the City's official Mission, Vision, and Values statements.

Attachment: 2025-082 ORD Charter Amendments signed (4518 : 2025-082 ORD special election charter amendments)

Amendment B:

Texarkana, Texas, City Charter, Art. III, Sec. 1, Art. X, Sec. 3, and Art. XVII, Sec. 10, shall be amended as follows [additions in red, deletions in bold/strikethrough]:

ARTICLE III. - CITY MANAGER
Sec. 1. - Qualifications.

The city manager shall be chosen by the council solely on the basis of his executive and administrative qualifications with special reference to his actual experience in or his knowledge of accepted practice in respect to the duties of his office, as hereinafter set forth, provided that any person who is appointed city manager must have had at least two years of experience as a city manager or assistant city manager, or two years of comparable professional engineering or administrative experience within the last five years. ~~At the time of his appointment he need not be a resident of the city or state but d~~During his tenure of office he shall reside as provided in article XVII, Sec. 10 ~~within the city~~, and no person shall be eligible for such appointment who has held any elective office of the city within the two years preceding such appointment.

ARTICLE X. – JUDICIARY
Sec. 3. - City judge.

There shall be a magistrate of said corporation court known as the city judge who shall be elected at a regular or special meeting held in May of each even year by a majority vote of the council for a term of two years beginning on the first day in June after such election. During his tenure of office he shall reside as provided in article XVII, Sec. 10. ~~He shall be a resident of the City of Texarkana, Texas, for at least one year preceding his appointment.~~ His compensation shall be fixed by the council and shall not be decreased during the term for which appointed. He may be removed by the council for incompetency, misconduct or malfeasance, under the terms and procedures provided in article III, section 2, as for the city manager. In the event of failure of the city judge to act for any reason, the mayor shall designate the person to act in the place and stead of the city judge, with such compensation as shall be fixed by the city council.

ARTICLE XVII. - GENERAL PROVISIONS
Sec. 10. - Residence requirements for city manager and city judge ~~officers and employees~~.

The City Manager and City judge appointed under the terms of this Charter shall, upon commencing such position ~~employment~~, be or within 90 days of commencement of such appointment ~~employment~~ shall become, a resident of Bowie County, Texas~~of the City of Texarkana, Texas~~, and shall remain a resident within said county ~~of the City of Texarkana, Texas,~~ so long as appointment ~~employment~~ continues.

Ballot Language:

City of Texarkana Charter Amendment B: Amending the City Charter by revising Article III. - City Manager, § 1 - Qualifications; Article X, Judiciary, § 3 – City judge; and Article XVII. - General Provisions, § 10 - Residence requirements for officers and employees. Providing for retitling Art. XVII, § 10 to "Residence requirements for city manager and city judge", and expansion of territory for the city manager and city judge residence requirement to include the entirety of Bowie County, Texas.

Attachment: 2025-082 ORD Charter Amendments signed (4518 : 2025-082 ORD special election charter amendments)

Amendment C:

Texarkana, Texas, City Charter, Article X, Sec. 4, shall be amended as follows [additions in red, deletions in bold/strikethrough]:

ARTICLE X. – JUDICIARY

Sec. 4. - Clerk of court.

The clerk of the corporation court shall be appointed by the city manager or designee ~~judge~~. He and his deputies shall have the power to administer oaths and affidavits, make certificates, affix the seal of said court thereto and generally do and perform any and all acts usual and necessary by clerks of courts in issuing processes of said courts and conducting the business thereof.

Ballot Language:

City of Texarkana Charter Amendment C: Amending the City Charter by revising Article X, Judiciary, § 4 – Clerk of court. Providing for the city manager or designee to appoint the clerk of the court.

Amendment D:

Texarkana, Texas, City Charter, Article XIII, Planning, § 3 – Planning department; director of planning, shall be amended as follows [additions in red, deletions in bold/strikethrough]:

Sec. 3. - Planning department; director of planning.

There shall be a city planning department to be headed by the director of planning. The director of planning or other employee designated by the city manager shall serve as the ~~regular~~ technical adviser of the city planning commission, and shall have such other duties and responsibilities as the council may establish.

Ballot Language:

City of Texarkana Charter Amendment D: Amending the City Charter by revising Article XIII, Planning, § 3 – Planning department; director of planning. Providing for the city manager to designate an employee in lieu of the director of planning to serve as the technical adviser to the city planning commission.

Attachment: 2025-082 ORD Charter Amendments signed (4518 : 2025-082 ORD special election charter amendments)

Proposed Measures in Ballot Form

City of Texarkana,
Charter Amendment A:

Amending the City Charter, Article I. - Incorporation, Form of Government and Powers, by adding Section 8 - Mission, Vision, and Values statements. Providing for the city council to adopt by resolution and periodically review the City's official Mission, Vision, and Values statements.

- ⬭ For
- ⬭ Against

City of Texarkana,
Charter Amendment B:

Amending the City Charter by revising Article III. - City Manager, § 1 - Qualifications; Article X, Judiciary, § 3 – City judge; and Article XVII. - General Provisions, § 10 - Residence requirements for officers and employees. Providing for expansion of territory for the city manager and city judge residence requirement to include the entirety of Bowie County, Texas, and retitling Art. XVII, § 10 to "Residence requirements for city manager and city judge".

- ⬭ For
- ⬭ Against

City of Texarkana,
Charter Amendment C:

Amending the City Charter by revising Article X, Judiciary, § 4 – Clerk of court. Providing for the city manager or designee to appoint the clerk of the court.

- ⬭ For
- ⬭ Against

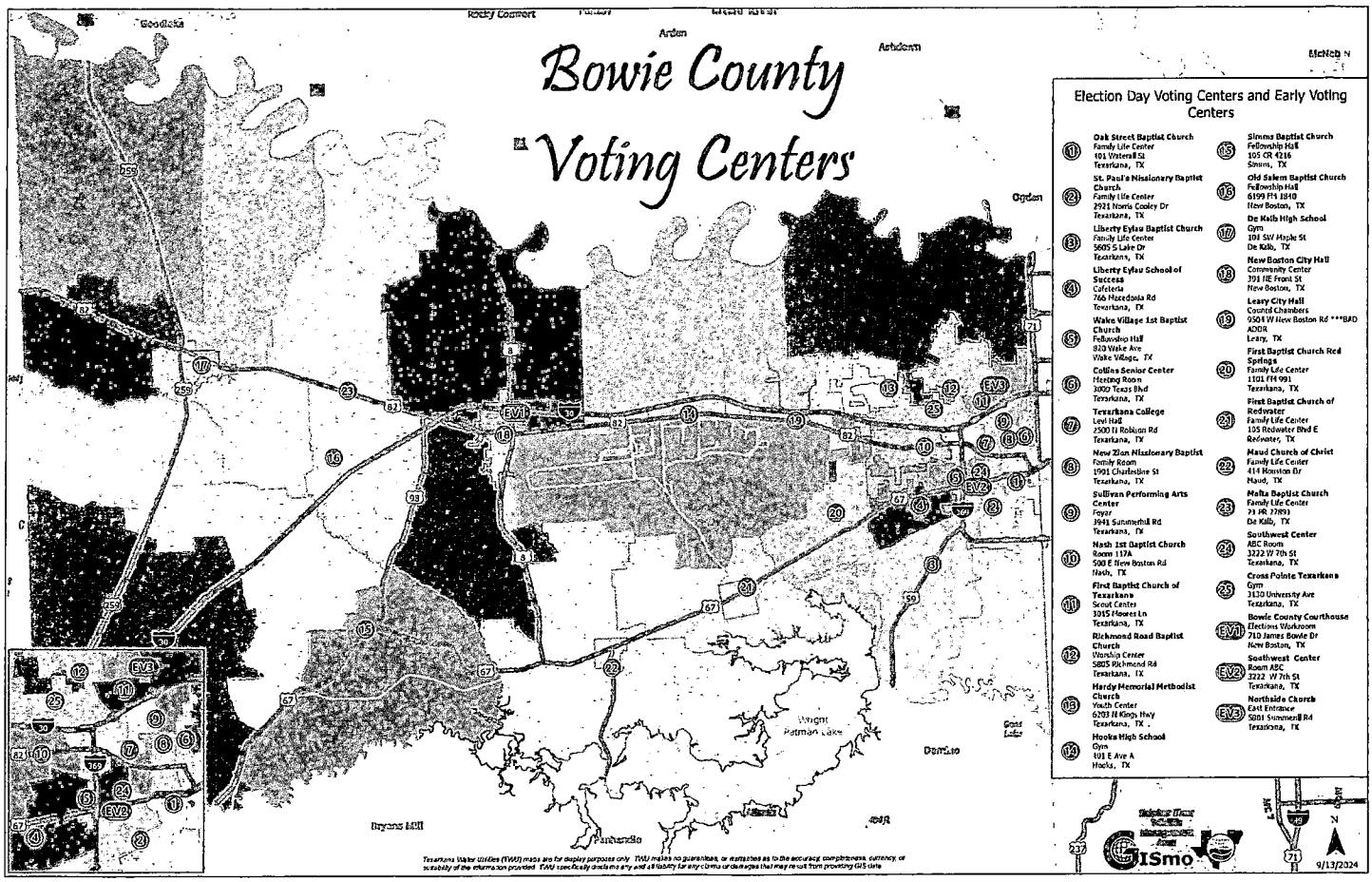
City of Texarkana,
Charter Amendment D:

Amending the City Charter by revising Article XIII, Planning, § 3 – Planning department; director of planning. Providing for the city manager to designate an employee in lieu of the director of planning to serve as the technical adviser to the city planning commission.

- ⬭ For
- ⬭ Against

Attachment: 2025-082 ORD Charter Amendments signed (4518 : 2025-082 ORD special election charter amendments)

2025-082 EXH 'B'



Attachment: 2025-082 ORD Charter Amendments signed (4518 : 2025-082 ORD special election charter amendments)

COUNTYWIDE VOTING NOTICE

Voters in Bowie County will now be able to vote at any polling location on Election Day.

Bowie County's Application to Participate in Countywide Voting has been approved by the Texas Secretary of State. The County submitted an Application on July 13, 2022, and received word of approval on Friday, August 12, 2022.

Voters have a choice of 25 Vote Centers strategically located across the county. On election day a registered voter can vote at any location from 7am to 7pm. A list of the locations is posted under the "Where to Vote" banner.

Countywide voting makes voting more convenient, more secure, potentially increases voter turnout, and prevents eligible voters from being turned away or given a provisional ballot because the voter is in the wrong voting precinct on election day.

Voters had their first opportunity to use the new program beginning with the November 8, 2022, General/Joint Elections. In the future, all elections, including general, special, joint, primaries, and runoffs will be eligible to use the countywide polling centers.

For more information on the program or Bowie County Elections please call 903.628.6810 or visit www.co.bowie.tx.us/page/bowie.Elections.

Attachment: 2025-082 ORD Charter Amendments signed (4518 : 2025-082 ORD special election charter amendments)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 6/3/2025 10:04 AM

Lead Department: Planning and Community Development **Action Officer:** Megan Price, CDBG Administrator

Subject: Resolution No. 2025-089 adopting the CDBG PY25 Annual Action Plan.

Briefing: 7/14/2025 **Public Hearing:** 7/14/2025 **Council Vote:** 7/14/2025

Item Schedule

2025-089

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The U. S. Department of Housing and Urban Development has provided the City of Texarkana, Texas, with Community Development Block Grant (CDBG) funds.

The Community Development Block Grant (CDBG) is a federal program established in 1974 that allows entitlement Jurisdictions to receive a formula allocation each year. Projects/Activities must meet a HUD National Objectives including benefiting Low- to Moderate-Income residents, Reducing or eliminating Slum and Blight or Meeting an Urgent Need (Disaster Relief).

The 2023-2027 Consolidated Plan identifies housing and community development needs, priorities, goals, and strategies for Texarkana, and contains a 5-Year Strategic Plan and Annual Action Plan that are required by HUD to receive CDBG funding. The plan also provides a mechanism for public input and discussion for determining how CDBG funds will be allocated to housing and community development activities.

Public review of the draft 2025 Annual Action Plan will become available June 13th, 2025 and will continue through July 14th, 2025; legal notice to be published in the Texarkana Gazette, Amigo News and city website; and public hearings will be conducted June 9, 2025 and July 14, 2025 to solicit public comments regarding the Annual Action Plan.

The City Council must adopt the yearly Community Development Block Grant (CDBG) 2025 Annual Action Plan and funding priorities for the use of Community Development Block Grant Funds.

Potential Options:

- Approve
- Deny

Fiscal Implications:
$382,663 in Federal Funding

Staff Recommendation:
Staff recommends approval.

Advisory Board/Committee Review:
NONE

Board/Committee Recommendation:
NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:
NOT APPLICABLE

COMMENT PERIODS:

June 13 – July 14, 2025 2025 Annual Action Plan

Attachments

a. 2025-089 RES Adopting CDBG FY 26 Annual Action Plan(DOCX)
b. 2025-089 ATTH 01 PY2025 AAP Draft (DOCX)
c. 2025-089 ATTH 02 Council Presentation CDBG PY2025 AAP (PDF)
d. 2025-089 Goals & Perspectives (DOCX)
e. 2025-089 RES Adopt CDBG FY26 AA Plan signed (PDF)

Staff Coordination

Planning and Community Development		Vashil Fernandez	Department Head Review	Completed 06/02/2025 4:01 PM
Finance Department	Kristin Peeples	Finance Review	Completed	06/02/2025 4:14 PM
City Manager	David Orr	City Manager Review	Completed	06/02/2025 5:32 PM
City Council	Jennifer Evans	Meeting	Completed	06/09/2025 6:00 PM

Meeting History

06/09/25 City Council MOVED FORWARD Next: 07/14/25

RESOLUTION NO. 2025-089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ANNUAL ACTION PLAN SETTING PRIORITIES FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND AUTHORIZING THE CITY MANAGER TO SUBMIT SAID ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the U. S. Department of Housing and Urban Development has provided the City of Texarkana, Texas, with Community Development Block Grant (CDBG) funds; and

WHEREAS, public review of the draft 2025 Action Plan became available June 13, 2025, and was continued through July 14, 2025. Legal notice was published in the Texarkana Gazette and on the city's website. Public meetings will be conducted on June 9, 2025, and July 14, 2025, to solicit public comments regarding the Consolidated Plan and Action Plan. A public hearing is scheduled for July 14, 2025; and

WHEREAS, the City Council has determined it to be appropriate to adopt the Community Development Block Grant (CDBG) 2025 Annual Action Plan for the use of Community Development Block Grant Funds.

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

SECTION 1: The Community Development Block Grant (CDBG) 2025 Annual Action Plan is hereby accepted.

SECTION 2: The City Manager is hereby authorized to submit said Community Development Block Grant (CDBG) 2025 Annual Action Plan to the U. S. Department of Housing and Urban Development and is authorized to act in connection with the submission of the Consolidated Plan and the Action Plan to provide such additional information as may be required.

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 July, 2025.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2025-089 RES Adopting CDBG FY 26 Annual Action Plan [Revision 1] (4527 : 2025-089 RES Adopting CDBG PY25 Annual Action



City of Texarkana, Texas
2025 Annual Action Plan

The Annual Action Plan for the City of Texarkana, Texas
Community Development Block Grant Program
Prepared in Accordance with the
United States Department of Housing & Urban Development's Planning Requirements
For the Period of
October 1, 2025 through September 30, 2026
Program Year 2025

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Attachment: 2025-089 ATTH 01 PY2025 AAP Draft (4527 : 2025-089 RES Adopting CDBG PY25 Annual Action Plan)

Attachment: 2025-089 ATTH 01 PY2025 AAP Draft (4527 : 2025-089 RES Adopting CDBG PY25 Annual Action Plan)

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ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Texarkana, Texas receives direct assistance under the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program as an entitlement community authorized under Title I of the Housing and Community Development Act of 1974. All CDBG funds must be expended within the City for participants who meet applicable eligibility criteria and for eligible activities as identified in program regulations and guidelines.

The Consolidated Plan is designed to help states and local jurisdictions assess market conditions, community development needs, and affordable housing needs to make a-driven, place-based investment decisions. The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the CDBG program. The Consolidated Plan is carried out through the Annual Action Plan which provides a summary of actions, activities, and resources that will be used to address priority needs and goals identified in the Consolidated Plan.

This Consolidated Plan period starts on October 1, 2023, and ends on September 30, 2028. This plan includes a summary of consultation methods, citizen participation, an assessment of needs, market analysis, a strategic plan, and the second-year Annual Action Plan (2024).

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

During the development of the Consolidated Plan, several priority needs were identified. Guidelines for addressing these priority needs over the 2023-2027 timeframe are summarized below:

- **Housing Affordability**
  - Housing Affordability – Owner-Occupied Housing Rehabilitation
  - Housing Affordability – Homebuyer Assistance
  - Housing Affordability – Code Enforcement
- **Increase the Capacity of Public Services**
  - Youth Services
  - Homelessness Services
  - General Services Programs
- **Public Facility & Infrastructure Improvements**
  - Neighborhood Revitalization
  - Neighborhood Resilience

3. Evaluation of past performance

Attachment: 2025-089 ATTH 01 PY2025 AAP Draft (4527 : 2025-089 RES Adopting CDBG PY25 Annual Action Plan)

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Each year, the City of Texarkana reports its progress in meeting the five-year and annual goals in the Consolidated Annual Performance Evaluation Report (CAPER). Listed below are some of the goals and accomplishments in the City's PY 2022 CAPER.

CDBG Major Initiatives and Highlights FY 2022:

The City partnered with non-profit service agencies and housing providers to provide affordable housing opportunities, improve community assets, and provide basic needs for the citizens of Texarkana, TX. In 2022, the City carried out the following activities during this reporting period:

- **Public Services**
  - **Mission Texarkana Litter Program** – The City awarded funds to Mission Texarkana to operate its litter program for the downtown area. Program participants learned valuable job skills and were paid to clean the downtown area. The City expended $10,198.50 to provide job training.
  - **CV-Public Services** – The City expended $380,174.54 to provide food, supplies, personal protection equipment, care packages, testing, homeless shelter assistance & quarantine assistance for LMI or homeless persons affected by Covid-19. Mission Texarkana, Randy Sams Outreach Shelter, Texarkana Homeless Coalition, Salvation Army, and the Health Department Emergency Operations Center were each awarded CDBG-CV funds.
- **General Services**
  - **Bell Park Walking Trail** – The City installed a walking trail at Bell Park in the New Town neighborhood. The walking trail provides residents and community members with a means of physical activity and promotes physical health. The City expended $53,600.40 to install the walking trail.
  - **Kidtopia Park Playground Improvements –** The City improved and updated current equipment at Kidtopia Park. The park provides LMI families with access to playground equipment and an outdoor community space. The City expended $27,255 to update and improve Kidtopia Park.
  - **Community Gardens** – The City installed and improved community gardens in the New Town and Rosehill neighborhoods. The gardens provide LMI families with access to fresh fruits and vegetables. The City expended $7,420.74 to install community gardens.
- **Affordable Housing**
  - One LMI homebuyer was assisted with $6,940 in Down Payment Assistance.
  - The City repaid its Section 108 Loan in the amount of $228,625. The Grim Lofts will create 93 low/mod housing units in Downtown Texarkana, TX.
- **Administration**
  - The City expended $85,809.71 for the Administration of the CDBG program in providing services to LMI &/or homeless individuals/families.
  - The City also expended $92,714.59 for the Administration of the CDBG-CV program in providing services to LMI &/or homeless individuals/families affected by COVID-19.

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Attachment: 2025-089 ATTH 01 PY2025 AAP Draft (4527 : 2025-089 RES Adopting CDBG PY25 Annual Action Plan)

4. Summary of citizen participation process and consultation process

The City of Texarkana conducted significant consultations with the public, nonprofit leaders, elected officials, City Staff, homeless service providers, fair housing advocates, and leaders representing minority groups in preparing this plan. The Planning & Community Development Department staff hosted five needs assessment meetings before the development of the plan and two public hearings to review the draft priorities and proposed projects. The meetings are summarized in the Citizen Participation Section of this plan.

During the plan's development, the City of Texarkana met minimal citizen participation requirements by describing the City's methodology for involving citizens in the local program planning, project/activity implementation process, and providing a platform for citizens to provide input.

To solicit citizen input in the development of Consolidated Plan 2023-2027, the Planning & Community Development Department compiled a citizen/stakeholder mailing and email list, which was used to notify the public of proposed meetings and to inform the public of changes that may take place throughout the Consolidated Plan preparation. The City of Texarkana held five needs assessment meetings from Monday, May 1, 2023, through Thursday, May 4, 2023, to solicit public input on the proposed 2023-2027 Consolidated Plan and the 2023 Annual Action Plan. Additionally, the City solicited citizen input through surveys from Saturday, April 22, 2023, through Monday, May 22, 2023. 41 surveys were received, and the results are included in the Appendix.

For this Annual Action Plan, the public comment period for citizen participation will be held on the following dates: June 13, 2025, through July 14, 2025. City Council meetings will be held on June 9, 2025, at 6PM and July 14, 2025, at 6PM.

5. Summary of public comments

All public comments will be included in the Appendix once the public comment period ends.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments and views were accepted and are included in the Appendix.

7. Summary

The Proposed Consolidated Plan 2023-2027 established strategic priorities as a product of extensive consultation with community stakeholders, combined with data from the U.S. Census and other sources, which indicate specific housing and community development needs in the City of Texarkana, TX. Combined with a needs assessment survey, under the Citizen Participation Plan, the City identified the

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Attachment: 2025-089 ATTH 01 PY2025 AAP Draft (4527 : 2025-089 RES Adopting CDBG PY25 Annual Action Plan)

following strategic priorities to address utilizing CDBG funds in conjunction with leveraging other public and private investments:

1. Affordable Housing
2. Increase Capacity of Public Services
3. Public Facility and Infrastructure Improvements
4. Administration

Over the next five years, the City will continue to focus on developing affordable housing opportunities for low-income families and supporting local efforts to address critical basic needs for families and individuals in need.

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Attachment: 2025-089 ATTH 01 PY2025 AAP Draft (4527 : 2025-089 RES Adopting CDBG PY25 Annual Action Plan)

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for the administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for the administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	Texarkana, Texas	Planning & Community Development
CDBG Administrator	Megan Price	Planning & Community Development

Table 1 – Responsible Agencies

Narrative

The City of Texarkana, Texas is the lead agency for developing, administering, and reviewing the 5-Year Consolidated Plan and Annual Action Plan. The City researched and prepared the Plan which provides a comprehensive strategy to address the City's housing and community development needs with CDBG Program funds. The Planning and Community Development Department ensures that the City of Texarkana, TX maximizes the use of its HUD funding to provide a suitable living environment, affordable housing, and expanded economic opportunities for its citizens. The City Council awards funding to qualified subrecipient agencies and City departments annually to carry out eligible activities.

Consolidated Plan Public Contact Information

Public concerns, issues, or comments regarding the 2023-2027 Consolidated Plan are to be directed to:

Vashil Fernandez, Director
Planning & Community Development
220 Texas Blvd., 4th Floor
Texarkana, Texas 75501
Office: (903)798-3904
Fax: (903) 798-3913
Email: vashil.fernandez@texarkanatexas.gov

Megan Price, CDBG Administrator
Planning & Community Development
220 Texas Blvd., 4th Floor
Texarkana, Texas 75501
Office: (903)798-3940
Fax: (903) 798-3913
Email: megan.price@texarkanatexas.gov

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PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

The City of Texarkana, Texas conducted significant consultation through interviews and focus groups with citizens, municipal officials, non-profit agencies, public housing agencies, private developers, governmental agencies, and the Continuum of Care in preparing this plan. The City also held public meetings prior to the development of the plan and two public meetings to review the draft priorities. These meetings are summarized in the Citizen Participation Section of this plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Village Communities of Texarkana is the local public housing agency serving the Texarkana area and was consulted in the preparation of this plan. Village Communities provided data on tenant and housing choice voucher holder characteristics, waiting lists, and future plans for development. In addition to the public housing agency, the City consulted with other private and governmental agencies, mental health, and service agencies was instrumental in developing priorities and the preparation of this plan. These agencies also provided input during the process.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

Texarkana participates in the Texas Balance of State Continuum of Care that is managed by the Texas Homeless Network. The Texarkana Homeless Coalition holds monthly meetings to conduct case conferencing and strategize ways to meet the needs of those experiencing homelessness. This method of coordination could be enhanced by other mechanisms that do not require an extensive meeting process to discuss individual client cases. The development of the Coordinated Entry system has streamlined the process for people experiencing homelessness to access resources.

Additionally, the Texas Homeless Network provides data from the Homeless Management Information System (HMIS), Point-In-Time Count (PIT), the Housing Inventory Count and the Annual Homeless Assessment Report (AHAR). This information is utilized to assist in determining the nature and extent of homelessness in Texarkana and identifying potential projects that will eliminate gaps in housing and services.

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Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS.

The City of Texarkana does not receive ESG funds but coordinates with the Texas Homeless Network and Texarkana Homeless Coalition to provide supportive housing and programs that equip working families to regain and sustain permanent housing.

2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Representatives from the broad community, community councils, social service agencies, businesses, housing agencies, community development corporations and other government agencies took the online survey in April and May 2023. The Planning and Community Development Department also hosted stakeholder meetings that included representatives from the following organizations:

1	**Agency/Group/Organization**	**Village Communities of Texarkana, TX**
	Agency/Group/Organization Type	Public Housing Agencies
	What section of the Plan was addressed by Consultation?	Housing Needs Public Housing Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Village Communities of Texarkana was consulted during the housing and public housing needs assessment process. The City will continue to work with the Housing Authority to ensure that mutual clients can access needed services. The City and the Housing Authority will also continue to collaborate on future affordable housing opportunities.
2	**Agency/Group/Organization**	**Rose Hill Neighborhood Association**
	Agency/Group/Organization Type	Non-Profit Agency
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was consulted during the public meeting for the non-housing community development needs assessment.
	Agency/Group/Organization	**Mission Texarkana**

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3	**Agency/Group/Organization Type**	Non-Profit Agency
	What section of the Plan was addressed by Consultation?	Homeless Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was consulted during the public meeting for the non-housing community development needs assessment.
4	**Agency/Group/Organization**	**Amigo News**
	Agency/Group/Organization Type	Private Agency
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was consulted during the public meeting for the non-housing community development needs assessment.
5	**Agency/Group/Organization**	**TRAX Rural Transit District -- ArkTex COG**
	Agency/Group/Organization Type	Private Agency
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was consulted by interview for the non-housing community development needs assessment.
6	**Agency/Group/Organization**	**T-Line Paratransit -- ArkTexCOG**
	Agency/Group/Organization Type	Private Agency
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was consulted by interview for the non-housing community development needs assessment.

Attachment: 2025-089 ATTH 01 PY2025 AAP Draft (4527 : 2025-089 RES Adopting CDBG PY25 Annual Action Plan)

7	**Agency/Group/Organization**	**Randy Sams Outreach Shelter**
	Agency/Group/Organization Type	Non-Profit Agency
	What section of the Plan was addressed by Consultation?	Homeless Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was consulted by interview for the non-housing community development needs assessment.
8	**Agency/Group/Organization**	**Veros Latino Store**
	Agency/Group/Organization Type	Private Agency
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was consulted during the public meeting for the non-housing community development needs assessment.

Table 2 – Agencies, groups, and organizations that participated

Identify any Agency Types not consulted and provide rationale for not consulting.

The City did not exclude any agency type or agency during this process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Renew Texarkana	Planning and Community Development	A central theme of the Renew Texarkana Plan is to renew connections and capitalize on opportunities to improve the quality of life in the city.

Table 3 – Other local/regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

Attachment: 2025-089 ATTH 01 PY2025 AAP Draft (4527 : 2025-089 RES Adopting CDBG PY25 Annual Action Plan)

The City of Texarkana, Texas is uniquely positioned in that it is a twin city to the City of Texarkana, Arkansas. The two cities share many things including infrastructure (roads, bridges, potable water systems, stormwater systems, and sewage systems), planning organizations (MPO, Ark-Tex Council of Governments), health care agencies (Wadley Regional Medical System, Christus St. Michael Health System), economic development (Chamber of Commerce) and other non-profit agencies (Randy Sams Outreach Shelter, Salvation Army, Harvest Texarkana, Volunteer Center, Literacy Council, unique bi-state Workforce Development efforts). Consequently, collaborative planning is a necessity for the City and common practice. These agencies collaborate continually with the City in all aspects of community planning, including this Consolidated Plan. Additionally, the City works closely with the Village Communities of Texarkana and has collaborated and provided funding to renovate existing public housing units.

As such and in accordance with 24 CFR 91.100(4), the City will notify adjacent local government of non-housing community development needs included in its Con Plan. The City will continue to interact with public entities at all levels to ensure coordination and cooperation in implementing the Con Plan and thereby maximize the benefits of the City's housing and community development activities for the residents being served.

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Attachment: 2025-089 ATTH 01 PY2025 AAP Draft (4527 : 2025-089 RES Adopting CDBG PY25 Annual Action Plan)

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize the citizen participation process and how it impacted goal setting

A Community Needs Survey was conducted to solicit input from residents and workers in the City. Respondents were informed that the City was updating the Consolidated Plan for federal funds that primarily serve low- to moderate-income residents and areas. The questionnaire polled respondents about the level of need in their neighborhood for various types of improvements that can potentially be addressed by the use of Consolidated Plan funds. In order to give as many people as possible the chance to voice their opinion, emphasis was placed on making the survey widely available and gathering a large number of responses rather than administering the survey to a controlled, statistically representative pool. Therefore, the survey results should be viewed as an indicator of the opinions of the respondents, but not as representing the opinions of the City population as a group. The survey was distributed through a number of channels in order to gather responses from a broad sample. It was made available in hard copy format, as well as electronic format via Survey Monkey. Electronic responses were possible via smartphone, tablet, and web browsers. The survey was available online and offline in English and Spanish.

Public meetings were also held in order to provide forums for residents of the study area and other interested parties to contribute to this Consolidated Plan and Annual Action Plan. Morning and evening meetings were held in various locations across the City, providing a variety of options for residents and stakeholders to attend. Public notices of the meetings were displayed in local newspapers and through email notifications to stakeholder contacts. Meetings were held at the times and locations shown in the following table throughout the City. A summary of comments received at the meetings is included in the Appendix to this document and a list of meeting times and locations is shown on the next page.

Public Hearings, Public Input Meetings, and Nonprofit Stakeholder Meetings	
Nonprofit Stakeholder Meetings Tuesday, May 2, 2023 @ 10:00 am & Thursday, May 4, 2023 @ 2:00 pm Texarkana, TX City Hall	**Public Input Meeting #1** Monday, May 1, 2023 @ 6:00 PM Collins Center, 3000 Texas Boulevard
Public Input Meeting #2 Tuesday, May 2 @ 6:00 PM Vero's Latino Store, 2106 New Boston Rd	**Public Input Meeting #3** Thursday, May 4, 2023 @ 6:00 PM Village Communities of Texarkana
Public Hearing #1 Tuesday, June 20, 2023 @ 6:00 PM City Hall	**Public Hearing #2** Monday, July 10, 2023 @ 6:00 PM City Hall
Public Input Meeting for Amendment **Monday, April 22, 2024 @ 6:00 PM** **City Hall Council Chambers**	

Attachment: 2025-089 ATTH 01 PY2025 AAP Draft (4527 : 2025-089 RES Adopting CDBG PY25 Annual Action Plan)

Citizen Participation Outreach

Attachment: 2025-089 ATTH 01 PY2025 AAP Draft (4527 : 2025-089 RES Adopting CDBG PY25 Annual Action Plan)

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting/Needs Assessment	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	Five public meeting were held to receive citizen input from residents on community development, housing, and homeless needs.	The summary of comments is included in the narrative following this chart.	All comments were accepted.	N/A
2	Public Hearing	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	Two public hearings will be held to receive citizen input on draft priorities from residents in community development, housing, and homeless needs.	All public comments will be included in the final plan at the close of the public comment period.	All public comments not accepted will be listed here in the final plan.	N/A
3	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	The public was notified of the public meetings via a newspaper ad in the Texarkana Gazette and Amigo News. The ad ran in both English and Spanish.	All public comments will be included in the final plan at the close of the public comment period.	All public comments not accepted will be listed here in the final plan.	N/A
4	Survey	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	The survey received 21 responses.	The survey was used to capture comments. The survey analysis is attached.	All comments were accepted.	N/A

Table 4 – Citizen Participation Outreach

Attachment: 2025-089 ATTH 01 PY2025 AAP Draft (4527 : 2025-089 RES Adopting CDBG PY25 Annual

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Texarkana, Texas receives $382,663 in PY 2025 CDBG entitlement funding to carry out activities outlined in its second-year Action Plan. Anticipated program income and prior year resources brings total funding to $390,163. The Planning and Community Development Department administers the funding for the City. Based on the FY2025 CDBG allocation, the City estimates that it will receive approximately $1,658,204 over the duration of this Consolidated Plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan	Narrative Description
			Annual Allocation:	Program Income:	Prior Year Resources:	Total:		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$382,663	$ 2,500	$ 5,000	$390,163	$1,658,204	The primary objective of the CDBG program is to provide decent housing, a suitable living environment, and expanded economic opportunities principally for low- and moderate-income persons and neighborhoods. All prior year funds are currently committed to active projects and the expected amount available for the Con Plan period is based on yearly allocation plus program income over 5-years

Table 53 - Expected Resources – Priority Table

Attachment: 2025-089 ATTH 01 PY2025 AAP Draft (4527 : 2025-089 RES Adopting CDBG PY25 Annual

Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied

The City of Texarkana, Texas will use a combination of public and private funding to carry out activities identified in this Action Plan. During FY2025, the City will research opportunities to apply for additional funding streams consistent with the Consolidated Plan's goals. Currently, the City uses other grant resources to offset funding reductions through its HUD CPD program funding. The City also works with various non-profit organizations to encourage leveraging of available funding sources and strengthen organizational capacity.

Attachment: 2025-089 ATTH 01 PY2025 AAP Draft (4527 : 2025-089 RES Adopting CDBG PY25 Annual Action Plan)

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City will not use any publicly owned land or property to address the needs identified in the plan.

Discussion

CDBG funds will be used in conjunction with other funding resources to address needs identified in the Consolidated Plan.

- General Fund
- Texarkana Homeless Coalition

Attachment: 2025-089 ATTH 01 PY2025 AAP Draft (4527 : 2025-089 RES Adopting CDBG PY25 Annual Action Plan)

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase Capacity of Public Service – Youth Services	2024	2025	Non-Housing Community Development	Citywide	Increase Capacity of Public Services	CDBG	Public service activities othe than Low/Moderate Income Housing Benefit: 50 Persons Assisted
2	Increase Capacity of Public Service – Homelessness Services	2024	2025	Homelessness	Citywide	Increase Capacity of Public Services	CDBG	Public service activities othe than Low/Moderate Income Housing Benefit: 2 Persons Assisted
3	Increase Capacity of Public Service – General Service Programs	2024	2025	Non-Housing Community Development	Citywide	Increase Capacity of Public Services	CDBG	Public service activities othe than Low/Moderate Income Housing Benefit: 20 Persons Assisted
4	Public Facility Improvements – Neighborhood Revitalization and Resilience	2024	2025	Non-Housing Community Development	Citywide	Public Facility & Infrastructure Improvements	CDBG	Public Facility or Infrastructu Activities other than Low/Moderate Income Housi Benefit: 50 Persons Assisted
5	Public Infrastructure Improvements – Neighborhood Revitalization and Resilience	2024	2025	Non-Housing Community Development	Citywide	Public Facility & Infrastructure Improvements	CDBG	Public Facility or Infrastructu Activities other than Low/Moderate Income Housi Benefit: 75 Persons Assisted
6	Planning & Administration	2024	2025	Planning and Admin	Citywide	Planning and Admin	CDBG	Other: 1 Other

Table 54 – Goals Summary

Goal Descriptions

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1	Goal Name	Public Service – Youth Services
	Goal Description	Provides after-school and summer activities for low-income children and youth (ages 6-18. Youth participate in structured recreational, cultural, social, and life skill activities in an adult-supervised, safe, clean environment. Funds will be used to provide salary support, supplies & equipment needed to provide services.
2	Goal Name	Public Service – Homelessness Services
	Goal Description	Provides services for homeless individuals and families to support emergency shelter and permanent housing solutions.
3	Goal Name	Public Service – General Services Programs
	Goal Description	Fund projects that provide recreational activities, food support, educational opportunities, and job skills to youth; supportive services to low- and moderate-income households and persons with special needs; assistance to businesses to create and/or retain jobs for low- and moderate-income persons; and support for job training, continuing education, and employment services designed to assist low-and moderate-income persons obtain jobs.
4	Goal Name	Public Facility Improvements – Neighborhood Revitalization and Resilience
	Goal Description	The City will fund projects that improve neighborhood facilities to enable resilient design and withstand future community growth and investment.
5	Goal Name	Public Infrastructure & Public Improvements – Neighborhood Revitalization and Resilience
	Goal Description	The City will fund projects that improve drainage and infrastructure to enable resilient design and withstand future community growth and investment.
6	Goal Name	Provide Administrative Structure
	Goal Description	Provide the administrative structure for the planning, implementation, and management of the CDBG grant program as well as other housing and community development.

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Projects

AP-35 Projects – 91.220(d)

Introduction

Projects planned for the 2025 program year are identified in the table below, with additional detail provided in AP-38. Over the next year, the City of Texarkana anticipates assisting low- and moderate-income homeowners with home rehabilitation and emergency repair. The City will also use CDBG funds for the provision of public services such as HMIS coordinated entry, job training, youth services, providing services for substance abuse, and services for the homeless.

Projects

#	Project Name
1	HMIS – CoC Coordinated Entry
2	Mission Texarkana – Litter Program
3	Haven Homes
4	Randy Sams
5	Pol Care
6	Administration
7	Sidewalks ADA Accessible
8	Community Gardens
9	Tree Planting
10	Cross Walks / Curb Ramps
11	Inspections – DEMO (S&B)

Table 55 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The projects were selected to meet identified needs in the community with the resources provided. Limited financial resources are the greatest obstacle to meeting the City's underserved needs. Texarkana will continue to estimate allocations for this Consolidated Plan period based on the final allocation amount and the priorities identified in the PY2023-2027 Consolidated Plan, community input, qualified requests for funding, and Department of Planning and Community Development, and City Council. The City recognizes there are multiple needs for low and moderate-income persons in the City that are met through the use of CDBG funds. These needs include access to affordable housing for low and moderate-income persons, services for homeless and at-risk populations, increased capacity for public services and addressing community development needs. The City prioritizes grant allocations by ensuring that all proposed projects will:

- Directly benefit low and moderate-income persons or households as defined by HUD's Income

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Limit Guidelines based on the Texarkana Metropolitan Statistical Area (MSA); or

- Take place in an area where more than 51% of the population is lower income according to HUD Income Limits.

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AP-38 Project Summary

Project Summary Information

1	**Project Name**	**HMIS – Coordinated Entry**
	Target Area	Citywide
	Goals Supported	Increase Capacity of Public Services – Homelessness Services
	Needs Addressed	Increase Capacity of Public Services
	Funding	CDBG: $1,000.00
	Description	The city will support fees associated with the City's Homeless Management Information System.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	The HMIS program will serve 1 person.
	Location Description	Citywide
	Planned Activities	Funds for HMIS fees to provide Coordinated Entry/Doorways Program
2	**Project Name**	**Mission Texarkana – Job Training (Litter Program)**
	Target Area	Downtown Area
	Goals Supported	Public Service – Homelessness Services
	Needs Addressed	Increase Capacity of Public Services
	Funding	CDBG: $20,000.00
	Description	The Litter Program is a job training program offered to clients seeking services at Mission Texarkana. The program provides basic job training skills and experience and improves the appearance of the surrounding downtown area.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	The litter job training program will serve 2 persons.
	Location Description	620 W 4th St, Texarkana, TX 75501
	Planned Activities	Funds for agencies that provide services &/or housing to LMI residents.
3	**Project Name**	**Haven Homes**
	Target Area	Citywide
	Goals Supported	Increase Capacity of Public Services – General Public Services

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	Needs Addressed	Increase Capacity of Public Services
	Funding	CDBG: $10,000.00
	Description	Funds for agencies that provide services to LMI residents. Services may include but are not limited to housing, life skills, meals, job classes.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	The Haven Homes Program will serve 20 persons.
	Location Description	Citywide
	Planned Activities	Funds for agencies that provide services to LMI residents. Services may include but not limited to housing, life skills, job classes.
4	**Project Name**	**Randy Sams**
	Target Area	Downtown Area
	Goals Supported	Public Service – Homelessness Services
	Needs Addressed	Increase Capacity of Public Services
	Funding	CDBG: $16,399.00
	Description	Increased food costs program that provides daytime meals to LMI/shelter residents.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Randy Sams will serve approximately 500 persons.
	Location Description	402 Oak St, Texarkana, Texas 75501
	Planned Activities	Funds for increased food costs of program that provides daytime meals to LMI/shelter residents.
5	**Project Name**	**Pol Care – Youth Services**
	Target Area	Citywide
	Goals Supported	Public Service – Youth Services
	Needs Addressed	Increase Capacity of Public Services
	Funding	CDBG: $10,000.00
	Description	Funds for agencies that provide services to LMI youths. Services may include but not limited to tutoring, robotics classes, and after school meals.
	Target Date	9/30/2026

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	Estimate the number and type of families that will benefit from the proposed activities	The Pol Care program will serve 25 persons.
	Location Description	2801 Richmond Rd Texarkana, Texas 75501
	Planned Activities	Funds for agencies that provide services to LMI youths. Services may include but not limited to tutoring, robotics classes, and after school meals.
6	**Project Name**	**Planning & Administration**
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	$76,532
	Description	Program Administration & Fair Housing Activities.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	1
	Location Description	Citywide
	Planned Activities	Program Administration & Fair Housing Activities
7	**Project Name**	**Sidewalks – ADA Accessible**
	Target Area	Citywide
	Goals Supported	Public Infrastructure Improvements – Neighborhood Revitalization and Resilience
	Needs Addressed	Public Facility & Infrastructure Improvements
	Funding	$30,000
	Description	Public Improvements could include but not limited to roads, sidewalks, accessibility improvements & beautification projects.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	The City estimates that approximately 50 residents who reside in the targeted neighborhoods will benefit from these activities.
	Location Description	Citywide
	Planned Activities	Public Improvements could include but not limited to roads, sidewalks, accessibility improvements & beautification projects.
8	**Project Name**	**Community Gardens**

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	Target Area	Citywide
	Goals Supported	Public Facility Improvements – Neighborhood Revitalization and Resilience
	Needs Addressed	Public Facility & Infrastructure Improvements
	Funding	$10,000
	Description	Improvements to public facilities, parks, trails & public spaces in LMI areas.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	The City estimates that 50 residents will benefit from this activity.
	Location Description	Citywide
	Planned Activities	Improvements to public facilities, parks, trails & public spaces in LMI areas.
9	**Project Name**	**Tree Planting**
	Target Area	Citywide
	Goals Supported	Public Facility Improvements – Neighborhood Revitalization and Resilience
	Needs Addressed	Public Facility & Infrastructure Improvements
	Funding	$9,000
	Description	Improvements to public facilities, parks, trails & public spaces in LMI areas.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	The City estimates that 500 people will benefit from this activity.
	Location Description	Citywide
	Planned Activities	Improvements to public facilities, parks, trails & public spaces in LMI areas.
10	**Project Name**	**Crosswalks / Curb Ramps**
	Target Area	Citywide
	Goals Supported	Public Infrastructure Improvements – Neighborhood Revitalization and Resilience
	Needs Addressed	Public Facility & Infrastructure Improvements
	Funding	$50,000
	Description	Public Improvements could include but not limited to roads, sidewalks, accessibility improvements & beautification projects.
	Target Date	9/30/2026

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	Estimate the number and type of families that will benefit from the proposed activities	The City estimates that approximately 500 residents who reside in the targeted neighborhoods will benefit from these activities.
	Location Description	Citywide
	Planned Activities	Public Improvements could include but not limited to roads, sidewalks, accessibility improvements & beautification projects.
11	**Project Name**	**Inspections – DEMO (S&B)**
	Target Area	Citywide
	Goals Supported	Public Facility Improvements
	Needs Addressed	Public Facility & Infrastructure Improvements
	Funding	$157,232
	Description	Removal of unsafe structures, slum, and blight to public facilities in LMI areas as well as 2 part time salaries for Code Enforcement Officers.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	The City estimates that 200 residents will benefit from this activity.
	Location Description	Citywide
	Planned Activities	Removal of unsafe structures, slum, and blight to public facilities in LMI areas.

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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Texarkana receives entitlement program funds directly from HUD. Program resources are allocated citywide based on low-mod areas which can coincide with areas of minority concentration. The City relies on widely accepted data such as American Community Survey (ACS), HUD low and moderate-income summary data, and Federal Financial Institutions Examinations Council (FFIEC) data to determine areas throughout the community with concentrations of low- and moderate-income communities. Over the next five years, the City intends to use its resources in the geographical boundaries of the City. The City has elected the geographic priority areas as described in detail in SP-10 Geographic Priorities:

- Beverly Neighborhood
- Downtown Area
- Citywide

Geographic Distribution

Target Area	Percentage of Funds
Beverly Community Revitalization	37%
Downtown Area	4%
Citywide	39%

Table 56 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

To generate the greatest impacts, the City will focus efforts on approved target areas in Beverly and the Downtown areas as well as Citywide for certain types of activities. The general priorities and needs are, public services, affordable housing and public facilities & infrastructure that meet the needs of the City's very low-, low- and moderate-income residents.

Federal CDBG funds are intended to provide low and moderate income (LMI) households with viable communities, including decent housing, a suitable living environment and expanded economic opportunities. Eligible activities include community facilities and improvements, housing rehabilitation and preservation, affordable housing development activities, public services, economic development, planning, and administration. The system for establishing the priority for the selection of these projects is

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predicated upon the following criteria:

- Meeting the statutory requirements of the CDBG program
- Meeting the needs of LMI residents
- Focusing on LMI areas or neighborhoods
- Coordination and leveraging of resources
- Response to expressed needs
- Sustainability and/or long-term impact
- The ability to demonstrate measurable progress and success

Public facility and infrastructure activities will be provided for areas where the percentage of LMI persons is 51% or higher. CDBG will also be used for beneficiaries that meet criteria under limited clientele beneficiary, such as the elderly, persons with disabilities, the homeless, etc. It is also expected that funding will be provided to assist low- and moderate- income homeowners. Public facilities and infrastructure activities will be based in the qualified census tracts according to the quartile method.

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Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

During the next Consolidated Plan period, the City will address the needs of homeless, non-homeless and special-needs households. The City does not intend to acquire any affordable housing units. The City will continue to partner with local organizations to provide emergency rental assistance to income eligible applicants who are at risk of becoming homeless.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 57 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 58 - One Year Goals for Affordable Housing by Support Type

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AP-60 Public Housing – 91.220(h)

Introduction

Village Communities of Texarkana, Texas, formerly known as the Housing Authority of Texarkana, Texas (HATT) is located in Bowie County, Texas, in the Ark-La-Tex region. Texarkana, Texas is a twin city with neighboring Texarkana, Arkansas. The housing portfolio consists of more than 1,500 market rates, tax credits, and other affordable apartments.

These housing resources include VCTT-owned market-rate residential communities, VCTT-sponsored mixed-income, mixed-finance residential communities, Housing Choice vouchers, rental single-family homes, and homeownership opportunities. Most of the VCTT's programs are funded and regulated by the U.S. Department of Housing and Urban Development (HUD).

In 2019, Village Communities converted its entire low-income public housing to Section 8 project-based vouchers through the Rental Assistance Demonstration Program (RAD) way to stabilize, rehabilitate, or replace properties. The agency also provides affordable workforce housing by converting old public housing units to new affordable apartments and homes in the Rosehill Neighborhood. Additionally, Village Communities manage Housing Choice Vouchers.

The City will continue to support the efforts of the Housing Authority of the Village Communities of Texarkana, Texas in addressing the needs of public housing residents by offering collaborating with the agency to ensure that low-income residents, seniors, and disabled families can access services.

Actions planned during the next year to address the needs to public housing

The City does not have any plans to address the needs of public housing.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City does not have any actions to encourage public housing residents during the next consolidated plan period. The City will offer a down payment assistance program that is available to low-income families in Texarkana including public housing residents.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

According to HUD's Public Housing Agency Score (PHAS), the housing authority scored an 83 and is designated a high performer and is not considered by HUD to be troubled or poorly performing.

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AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

This section describes the one-year goals and activities for the City of Texarkana, Texas in assessing and serving the needs for homeless persons and special needs populations. The City's homeless strategy collaboratively addresses the essential needs for homeless and other special needs populations. The goal is to invest in activities that lead people experiencing homelessness to permanent housing as quickly as possible while offering a variety of intervention options that provide options to address the different needs. Such interventions include rapid rehousing, permanent supportive housing, immediate access to low-barrier emergency shelter; intensive service-focused recovery housing programs; transitional housing options for special needs populations (especially households fleeing domestic violence, youth and youth adults, and people with substance use issues); diversion programs. The City of Texarkana, Texas collaborates with the Texarkana Homeless Coalition, its providers, and the Texas Homeless Network to strengthen the homeless governance structure and ensure services are provided to these populations.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including. Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City's police department serves as the de facto homeless outreach team in Texarkana since they often engage the homeless where they are sleeping, resting, and panhandling. The police department has had to learn basic assessment skills to connect people with necessary resources. During the next year, the City will continue to collaborate with other City departments (including Police, Fire, Parks & Recreation, Property Management, Public Works, and Sanitation) to ensure persons experiencing homelessness or may need assistance are provided essential resources.

Coordinated Entry is a consistent, streamlined process for people experiencing homelessness to access resources including housing. Through coordinated entry, the highest need, most vulnerable households in the community are prioritized for housing and services. The core elements of Coordinated Entry provide for one location for people in a housing crisis to apply for assistance and an assessment to determine vulnerability, needs, and check program eligibility. Through prioritization the people with the greatest need and vulnerability receive assistance.

While most homeless providers have some outreach services, there is not an agency that exclusively provides outreach services. Mission Texarkana provides limited outreach to unsheltered homeless through Church under the Bridge. This year, the City will support HMIS to ensure accurate data is collected on sheltered and unsheltered homeless.

The city has supported the development of the Doorways Home program which is the located at the Doorways Home campus (902 W. 12th Street). The campus is a fixed place where people wanting help can access professional, courteous support to leave the street behind. Program staff will complete an

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assessment to determine vulnerability, needs and check program eligibility, prioritize people with the greatest housing needs, and make referrals to housing and services based on need and prioritization.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will continue to support organizations that address the emergency shelter and transitional housing needs of the homeless to establish a more robust social service system. The Texarkana Homeless Coalition is a local homeless coalition under the Texas Homeless Network (Texas Balance of State CoC), that is responsible for the oversight, planning and operations of the entire CoC. Randy Sams Outreach Shelter is a low-barrier homeless shelter providing emergency shelter in Texarkana. The shelter currently has 112 beds and also provides basic needs like food, showers, case management, and transportation access. The City needs a day shelter to provide resources for persons seeking to return to permanent housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will continue to support the Texas Homeless Coalition in reducing the amount of time that individuals and families (chronically homeless, families with children, veterans and their families, and unaccompanied youth) experience homelessness. The Texas Homeless Coalition implements a housing first model that works to connect people as quickly as possible to permanent housing and the care and support they need to stabilize and improve their quality of life. The primary goals are to help people obtain permanent housing as quickly as possible, increase their self-sufficiency, and remain stably housed.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The main need is to link people with available housing opportunities as quickly as possible and support them in accessing subsidies and increasing their income to help them sustain their housing long-term. The City's nonprofits coordinate with hospitals, courts, and other institutions to coordinate and plan the discharge of persons experiencing homelessness. Additionally, the Texarkana Homeless Coalition also collaborates closely with a number of organizations which offer primary care, behavioral health, career and other services for persons experiencing homelessness.

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During the next year, the City will continue to:

- Improve coordination between mental health, physical health, and criminal justice systems to identify people at risk of homelessness and link them with support to prevent them from becoming literally homeless after discharge.
- Work with the local and state Department of Children Services and support them in their effort to expand services for youth existing foster care.
- Assist in the identification of available prevention programs and development of a gaps analysis that allows us to create a homeless prevention plan in the coming years.

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AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

This section of the plan explains whether the cost of housing or the incentives to develop, maintain, or improve affordable housing is affected by policies that may affect land and other property, zoning ordinances, building codes, growth limits, and policies that affect the return on residential investment. These issues are presented based on programmatic experience, previous analyses, and were explored as part of the City of Texarkana's Analysis of Impediments to Fair Housing Choice.

The City 's most recent Analysis of Impediments did not identify any institutional barriers to affordable housing in Texarkana, TX. The City is growing in population and the demand for more affordable units is increasing. The City is committed to maintaining and enhancing policies that increase equal opportunity for housing for low-income families and minorities.

During the needs assessment, stakeholders revealed that a barrier to affordable housing exists with property owners violating tenant's rights or the lack of knowledge of tenants' rights. Property owners have increased rent without notice, refuse to make repairs, or refuse to rent to potential tenants due to minor credit issues. This practice is predatory and further exacerbates the affordability and availability crisis. Stakeholders also revealed that many immigrants do not receive information in a culturally competent way leaving these residents to forgo services that they are indeed eligible for.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

To maintain the City's commitment to prevent barriers to affordable housing the City will continue to:

- Conduct public outreach regarding availability of housing & housing assistance including ensuring that programs are culturally competent and translation of housing application materials into Spanish & maintains bi-lingual staff to assist applicants & clients who are not English-proficient.
- Maintain flexibility in zoning & building requirements when appropriate to allow for infill housing development.
- Maintain an Affirmative Marketing Plan to directly market newly developed City-assisted housing units to minority groups least likely to apply to homeownership programs.
- Meet with local lenders & home builders to encourage the use of non-traditional client loan qualifying & loan products to better serve the needs of homebuyer households with challenges that preclude conventional qualification.
- Support local Continuum of Care efforts for homeless populations & provides ongoing support & technical assistance to the Texarkana Homeless Coalition.
- Work with local agencies that provide financial case management & credit counseling.

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- Review and, when applicable, revise the Fair Housing ordinance which ensures that fair housing options are available to its citizens.
- Monitor city-sponsored projects for equal access & compliance with the Fair Housing Act.
- Monitor code compliance to HQS and Fair Housing standards.
- Hold periodic Public Hearings providing information & requesting public comment on affordable and fair housing issues.
- Work with local housing service providers to conduct homebuyer & homeowner education.

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AP-85 Other Actions – 91.220(k)

Introduction:

This section details the City's actions planned to ensure safe and affordable housing for its residents, along with plans to meet underserved needs, reduce poverty, develop institutional structure, and enhance coordination between public and private sector housing and community development agencies.

Actions planned to address obstacles to meeting underserved needs

The City will work with its community partners to assist low- and moderate-income residents in meeting underserved needs consisting of employment services, childcare, health services, substance abuse counseling and treatment, education programs, services for senior citizens, services for people experiencing homelessness, and fair housing training.

Actions planned to foster and maintain affordable housing

The City will continue to foster and maintain the current affordable housing stock by utilizing CDBG for owner-occupied rehabilitation and first-time homebuyer programs. The City will also expand its efforts to actively pursue other funding mechanism and partnerships for the development of affordable housing to leverage limited public dollars.

Actions planned to reduce lead-based paint hazards

The City will continue to implement countermeasures to minimize exposure of lead-based paint hazards found in existing housing built prior to 1978 through its City administered housing program. The City will provide all rehab clients and potential clients with the "Lead-Based Paint" pamphlet that describes hazards of lead-based paint. Pursuant to 24 CFR Part 35, all rental and homeowner dwelling units that wish to receive federal assistance and were built prior to 1978 are tested for lead-based paint. (These tests consist of visual inspections, lead screens, and full assessments. Additionally, when properties test positive for LPB hazards, interim controls are performed, and LBP clearances are provided.)

Actions planned to reduce the number of poverty-level families

There are a variety of actions the City undertakes throughout the year in an effort to reduce the number of poverty-level families and increase self-sufficiency. The programs funded through CDBG to address this goal include youth programs, senior assistance programs, and emergency services (i.e., rent, mortgage, and utility assistance programs). The City's anti-poverty strategy focuses on helping all low-income households improve their economic status and remain above poverty levels.

Actions planned to develop institutional structure

City staff works throughout the year to increase institutional structure, both within the City and throughout our partner agencies. This is accomplished through providing technical assistance on federal grant management requirements, such as growing their knowledge of Davis-Bacon requirements, financial management and other grant management procedures. Staff maintain contact with partner

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agencies throughout the year, offering referrals for funding and training opportunities where appropriate.

During the next Consolidated Plan period, the City's Planning and Community Development Department will continue to assist nonprofit/social service providers, Village Communities of Texarkana, Texas, and various other community-based organizations to provide training and technical assistance to subrecipients.

Actions planned to enhance coordination between public and private housing and social service agencies

The City is heavily invested in collaborations throughout the community and has successfully paired with multiple service providers to achieve its goals of providing affordable, safe, and decent housing. This collaboration has allowed the City, public agencies, and service providers of the Texarkana Homeless Coalition to better serve the needs of underserved residents. The City will also continue to further its initiative to leverage funding to increase opportunities for low- and moderate- income residents to receive necessary services and have access to affordable housing options.

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Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

It is the City of Texarkana's policy that 70% of the CDBG funds will be used to benefit low-moderate income people residing within the city limits over a consecutive period of three years, including the year covered by this Annual Action Plan. The City sets aside 15% of the allocation to fund public services and 20% to be used for administration of the program.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	$0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	$0
3. The amount of surplus funds from urban renewal settlements	$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	$0
5. The amount of income from float-funded activities	$0
Total Program Income	$0

Other CDBG Requirements

1. The amount of urgent need activities	$0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit – A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70%

The City anticipates using 70% of CDBG funds for projects involving low- and moderate-income people or low and moderate areas over a consecutive period of three years, years 2026-2028, including the year covered by this Annual Action Plan.

Attachment: 2025-089 ATTH 01 PY2025 AAP Draft (4527 : 2025-089 RES Adopting CDBG PY25 Annual Action Plan)

CITY OF TEXARKANA TEXAS

CDBG 2025 Annual Action Plan
Community Development Block Grant

Planning & Community Development
June 9, 2025

Attachment: 2025-089 ATTH 02 Council Presentation CDBG PY2025 AAP (4527 : 2025-089

Citizen Participation

2 Public Meetings

- June 9th City Council Meeting 1st Briefing
- July 14th City Council Public Meeting

30-day public comment period for 2025 Annual Action Plan (June 13th – July 14th, 2025)

Surveys can be filled out online at:
https://www.surveymonkey.com/r/CDBGAAPS

Advertisement of Public Comment Period:

- Texarkana Gazette Legal Notice
- Amigo News - Spanish
- City Website/Social Media Pages

Draft copies available electronically on Planning & Community Development Homepage

Paper copies available upon request at City Hall

Attachment: 2025-089 ATTH 02 Council Presentation CDBG PY2025 AAP (4527 : 2025-089

Public Comment

PY2025 Annual Action Plan

The City has begun the process of creating next year's Annual Action Plan (AAP) for its CDBG program. Public input & comments are vital to this process.

The City has posted information about the AAP in the following manner:

*Information posted to city's website
*Draft of AAP available at City Hall

Public Comment Period: June 13th – July 14th, 2025
Comments may be submitted through surveys filled out online at:
https://www.surveymonkey.com/r/CDBGAAPS

or by sending to:
City of Texarkana, Texas
Planning & Community Development Dept
Attn: Megan Price
220 Texas Blvd
Texarkana, TX 75501

Attachment: 2025-089 ATTH 02 Council Presentation CDBG PY2025 AAP (4527 : 2025-089

Texarkana 2025 HUD CDBG Proposed Budget

CDBG PY2025 Budget 204-6602-54504	
Projects PY2025 (Oct2025 - Sept2026)	PY2025/FY2026 Budget 5/16/2025
	Budget
Public Services: (max $57,399)	
Mission Txk-Job Training-(Litter)	20,000.00
Haven Homes	10,000.00
HMIS	1,000.00
Randy Sams	16,399.00
Pol Care	10,000.00
General Services	
Administration (max $76,532)	76,532.00
Sidewalks	30,000.00
Tree Planting	9,000.00
Community Gardens	10,000.00
Crosswalks / Curb Ramps	50,000.00
Inspections - Demo (S&B)	157,232.00
	390,163.00
Revenues PY2024	
Estimated Rollover Funds	5,000.00
PY2025 Funding Allocation	382,663.00
Estimated Program Income	2,500.00
	390,163.00
Allocation + Program Income	385,163.00
Rollover Funds PY2025	-

Attachment: 2025-089 ATTH 02 Council Presentation CDBG PY2025 AAP (4527 : 2025-089

PY2025 Proposed Activities

CDBG Allocation:

*Public Services – Life skills, job training, youth programs, tutoring
*Program Administration
*Sidewalks–ADA sidewalks installed in LMI areas
*Tree Planting – plant trees in LMI areas
*Community Gardens –community garden improvements
*Cross Walks / Curb Ramps
*Inspections – Demo of building (slum & blight)

Attachment: 2025-089 ATTH 02 Council Presentation CDBG PY2025 AAP (4527 : 2025-089

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: 2025-089 Goals & Perspectives (4527 : 2025-089 RES Adopting CDBG PY25 Annual Action Plan)

RESOLUTION NO. 2025-089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ANNUAL ACTION PLAN SETTING PRIORITIES FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND AUTHORIZING THE CITY MANAGER TO SUBMIT SAID ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the U. S. Department of Housing and Urban Development has provided the City of Texarkana, Texas, with Community Development Block Grant (CDBG) funds; and

WHEREAS, public review of the draft 2025 Action Plan became available June 13, 2025, and was continued through July 14, 2025. Legal notice was published in the Texarkana Gazette and on the city's website. Public meetings will be conducted on June 9, 2025, and July 14, 2025, to solicit public comments regarding the Consolidated Plan and Action Plan. A public hearing is scheduled for July 14, 2025; and

WHEREAS, the City Council has determined it to be appropriate to adopt the Community Development Block Grant (CDBG) 2025 Annual Action Plan for the use of Community Development Block Grant Funds.

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

SECTION 1: The Community Development Block Grant (CDBG) 2025 Annual Action Plan is hereby accepted.

SECTION 2: The City Manager is hereby authorized to submit said Community Development Block Grant (CDBG) 2025 Annual Action Plan to the U. S. Department of Housing and Urban Development and is authorized to act in connection with the submission of the Consolidated Plan and the Action Plan to provide such additional information as may be required.

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 July, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:38 p.m.

Attachment: 2025-089 RES Adopt CDBG FY26 AA Plan signed (4527 : 2025-089 RES Adopting CDBG PY25 Annual Action Plan)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 6/25/2025 4:21 PM

Lead Department: City Attorney **Action Officer:** Jeffery Lewis,

Subject: Resolution No. 2025-090 approving an extension of the 1985 Millwood Water System Agreement [joint resolution with the City of Texarkana, Arkansas].

Briefing: 7/14/2025 **Public Hearing:** 7/14/2025 **Council Vote:** 7/14/2025

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

Updates/History of Briefing:

Not applicable.

Executive Summary and Background Information:

The 2022 joint resolution of the City Council and the Arkansas Board of Directors reaffirmed the express approval of Texarkana, Arkansas, for cities and customers currently being served by Texarkana, Texas, to also receive treated water from Millwood Lake. In that resolution, both the City Council and the Board of Directors tasked their respective city managers to develop both short-term and long-term bi-city goals on all matters pertaining to water. Extending the 1985 Millwood system agreement [ATTH 01] between the Cities is one of those bi-city goals. The Millwood agreement expires with the maturity of the associated revenue bonds on September 1, 2025.

Many factors warrant extension of the Millwood agreement beyond the initial term:

- the growth of both Cities and the surrounding areas;
- the increasing needs and demands for water of the citizens and residents of the areas of both cities the interconnection of the Cities' treated water distribution system; and
- opportunities for the Cities to leverage economies of scale for water supply and offsets to production costs.

Once the bonds have matured, the Millwood agreement addresses a process for co-ownership of the Millwood system. Current calculations by TWU [ATTH 02] indicate co-ownership percentages will be approximately 42.55% Texarkana, Arkansas, and 57.55% Texarkana, Texas. Calculations will not be finalized until the last bond payment is made in a few months.

The proposed joint resolution, when passed by both the City Council and the Board of Directors:

- approves an extension of the 1985 Millwood Contract through December 31, 2030 (Sec. 1);

- authorizes the City Managers to finalize ownership interests in the Millwood system after bond maturity, add the finalized percentages to the extension document, and execute the extension without further authorization from the Council or Ark. Board (Sec. 1);

- reaffirms the 2022 directive of both governing bodies for the city managers to develop short- and long-term bi-city water goals (Sec. 2);

- directs the city managers to develop joint operating protocols for Millwood system operations, with authority to amend, supplement, sign, and implement those protocols (Sec. 2); and

- the City Manager of Texarkana, Arkansas, is directed by the Arkansas Board to prepare and execute conveyance documents in anticipation of a request from Texarkana, Texas, for co-ownership of Millwood system facilities (Sec. 3).

The Resolution becomes effective immediately upon approval; and the extension will be effective Sept. 1, 2025.

Potential Options:

Approve or decline to approve the proposed resolution.

Fiscal Implications:

Continuing the same fiscal obligations per the 1985 agreement, excluding those paragraphs or subparagraphs which will be rendered moot by the maturity of the revenue bonds.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

None.

Board/Committee Recommendation:

Not applicable.

Advisory Board/Committee Meeting Date and Minutes:

Not applicable.

Attachments

a. 2025-090 RES Millwood system extension (DOCX)
b. 2025-090 EXH A Millwood Contract extension (DOCX)
c. 2025-090 ATTH 01 1985 Amended and Restated (PDF)
d. 2025-090 ATTH 02 MW Bond FINAL 06 02 2025 (PDF)
e. 2025-090 Goals & Perspectives (DOCX)

Staff Coordination

City Attorney	Jeffery C. Lewis 06/03/2025 1:05 PM	Department Head Review	Completed

Water Utilities	Gary Smith	Review	Completed	06/03/2025 2:19 PM
City Secretary	Jennifer Evans	Review	Completed	06/03/2025 5:04 PM
City Manager	David Orr	City Manager Review	Completed	06/05/2025 7:54 AM
City Council	Jennifer Evans	Meeting	Completed	06/09/2025 6:00 PM

Meeting History

06/09/25	City Council	MOVED FORWARD	Next: 07/14/25

Texarkana, Arkansas: Resolution No. 2025- _____

Texarkana, Texas: Resolution No. 2025-090

A JOINT RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF TEXARKANA, ARKANSAS, AND THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING EXTENSION NO. 1 OF THE 1985 MILLWOOD WATER SYSTEM AGREEMENT; AUTHORIZING DEVELOPMENT AND IMPLEMENTATION OF JOINT OPERATING PROTOCOLS FOR THE MILLWOOD SYSTEM AND RELATED JOINT OPERATIONS; AUTHORIZING PREPARATION OF DOCUMENTATION FOR CO-OWNERSHIP OF THE MILLWOOD PROJECT BETWEEN THE TWO CITIES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 1985, the Cities of Texarkana, Arkansas, and Texarkana, Texas, contracted for provision of treated water from Millwood Reservoir in an Amended and Restated Water System Agreement ("the 1985 Millwood Contract"), with the Cities designated in the contract, respectively, as "Arkansas City" and "Texas City"; and

WHEREAS, with the water systems of the two Cities being interconnected, treated water from the Millwood Reservoir has been and continues to be necessarily and inextricably commingled with treated water from Lake Wright Patman and sold to all purchasers, including municipalities, who have contracted with either Texarkana, Arkansas, or Texarkana, Texas; and

WHEREAS, pursuant to the Joint Resolution of the Board of Directors of the City of Texarkana, Arkansas, and the City Council of the City of Texarkana, Texas [Texarkana, Arkansas Res. No. 2022-23, passed and approved Mar. 21, 2022; Texarkana, Texas Res. No. 2022-07, passed and approved Mar. 28, 2022] (hereinafter, "the 2022 Joint Resolution"): Texarkana, Arkansas, pursuant to Section 1 of the 1985 Millwood Contract, reaffirmed its "express approval" for cities and customers currently being served by Texarkana, Texas, to also receive water from the "Initial Project" as defined in the 1985 Millwood Contract for treated water from Millwood Reservoir; Texarkana, Arkansas, pursuant to Section 17 of the 1985 Millwood Contract, reaffirmed that title to all supplied water purchased by Texarkana, Texas, under the 1985 Millwood Contract passes to Texarkana, Texas, at the point of delivery; and both the Board of Directors and the City Council commended their respective city managers for their collaborative consultation on matters of bi-city public welfare and interest and were directed to develop both short-term and long-term bi-city goals on all matters pertaining to water; and

WHEREAS, the revenue bonds issued for the Millwood Project will mature on September 1, 2025, which will complete the initial term of the 1985 Millwood Contract; and

WHEREAS, the Cities jointly recognize that the growth of both Cities and the surrounding areas, the increasing needs and demands for water of the citizens and residents of the areas of both cities, the interconnection of the Cities' treated water distribution system, and opportunities to leverage economies of scale for water supply and offsets to production costs direct and warrant extension

Attachment: 2025-090 RES Millwood system extension (4532 : 2025-090 RES Millwood system agreement extension [joint resolution])

of the 1985 Millwood Contract term beyond the initial term while the Cities continue to develop and implement both short-term and long-term bi-city goals on all matters pertaining to water, including the operation of the Millwood system; and

WHEREAS, the Cities desire to extend the 1985 Millwood Contract to and including December 31, 2030, by approving the extension of "the 1985 Millwood Contract" and approving the form of the attached "Extension No. 1 of Amended and Restated Water System Agreement between City of Texarkana, Arkansas and City of Texarkana, Texas", incorporated herein by reference for all purposes; and

WHEREAS, the Cities desire to direct their respective City Managers to prepare for co-ownership of the Millwood Project as contemplated in Paragraph 18 of the 1985 Millwood Contract by developing joint operations protocols for the Millwood Project; and, in addition, the Board of Directors desires to direct its City Manager to prepare real estate conveyance and other necessary documents in anticipation of Texarkana, Texas, requesting from Texarkana, Arkansas, an undivided interest in the Millwood treatment plant, distribution lines, and other facilities used to serve Texarkana, Texas, under the 1985 Millwood Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF TEXARKANA, ARKANSAS, AND THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The Board of Directors of the City of Texarkana, Arkansas, and the City Council of the City of Texarkana, Texas, approve the extension of "the 1985 Millwood Contract", approve the form of the attached "Extension No. 1 of Amended and Restated Water System Agreement between City of Texarkana, Arkansas and City of Texarkana, Texas" (attached hereto as **Exhibit A** and incorporated herein by reference for all purposes), and authorize their respective City Managers and officials, upon the maturity of the Millwood Project revenue bonds, to finalize the respective ownership interests of the Initial Project as contemplated by Paragraph 18 of the 1985 Millwood Contract and execute said Extension No. 1 of the 1985 Millwood Contract without any further authorization from either the Board of Directors or the City Council.

SECTION 2: The Board of Directors of the City of Texarkana, Arkansas, and the City Council of the City of Texarkana, Texas, having previously directed their respective City Managers in the 2022 Joint Resolution to develop both short-term and long-term bi-city goals on all matters pertaining to water, reaffirm that directive. Moreover, in anticipation of co-ownership of the Millwood treatment and distribution system as contemplated by Paragraph 18 of the 1985 Millwood Contract and Section 4 of the Extension No. 1, the Board of Directors and the City Council agree that the operation of the system and attendant responsibilities of co-owners to ensure the operation of the system should be set out in written joint operating protocols; therefore, both Cities agree and direct that their respective City Managers (a) shall promptly collaborate and develop such joint operating protocols for the Millwood system and related joint operations, (b) shall have authority by this Joint Resolution, as both City Managers jointly deem necessary from time to time, to amend or supplement said protocols, and (c) shall have authority or shall be delegated authority by this Joint Resolution to sign, execute, and implement said joint operations protocols and amendments or supplements thereto.

Attachment: 2025-090 RES Millwood system extension (4532 : 2025-090 RES Millwood system agreement extension [joint resolution])

SECTION 3: The Board of Directors of the City of Texarkana, Arkansas, further directs its City Manager to prepare for co-ownership of the Millwood Project by drafting real estate conveyance and other necessary documents in anticipation of the request of Texarkana, Texas, for conveyance of an undivided interest in the Millwood treatment plant, distribution lines, and other facilities used to serve Texarkana, Texas, under the 1985 Millwood Contract; and upon receipt of such request, the City Manager shall accomplish such conveyance as required by the 1985 Millwood Contract and by authority of this Joint Resolution, within the period required by the Extension No. 1, without the necessity of any further action by the Board of Directors.

SECTION 4: This Joint Resolution shall be in full force and effect from and after its passage and approval by both Cities.

Texarkana, Arkansas: PASSED AND APPROVED this ___ day of _____, 2025.

Texarkana, Texas: PASSED AND APPROVED in Regular Council Session on this the 14th day of July, 2025.

City of Texarkana, Arkansas:

_____
Tyler Richards, City Manager

_____
Allen L. Brown, Mayor

Attest:

_____
Heather Soyars, City Clerk

Approved:

_____
Josh Potter, City Attorney

City of Texarkana, Texas:

_____
David Orr, City Manager

_____
Bob Bruggeman, Mayor

Attest:

_____
Jennifer Evans, City Secretary

Approved:

_____
Jeffery C. Lewis, City Attorney

Attachment: 2025-090 RES Millwood system extension (4532 : 2025-090 RES Millwood system agreement extension [joint resolution])

Attachment: 2025-090 EXH A Millwood Contract extension (4532 : 2025-090 RES Millwood system agreement extension [joint resolution])

Exhibit A

Extension No. 1 of Amended and Restated Water System Agreement

between

City of Texarkana, Arkansas, and City of Texarkana, Texas

THIS EXTENSION NO. 1 of the Amended and Restated Water System Agreement Agreement ("Extension") is executed by and between the City of Texarkana, Arkansas, a municipality created and existing under the laws of the State of Arkansas, and the City of Texarkana, Texas, a municipality created and existing under the laws of the State of Texas (collectively, "Cities").

WHEREAS, in 1985, the Cities contracted for provision of treated water from Millwood Reservoir in an Amended and Restated Water System Agreement ("the 1985 Millwood Contract"), with the Cities designated in the contract, respectively, as "Arkansas City" and "Texas City"; and

WHEREAS, the 1985 Millwood Contract recited the Cities' recognition in 1982 that the growth of both Cities and the surrounding areas, and the increasing needs and demands for water of the citizens and residents of the areas of both Cities, would cause needs for water to exceed the available capacity by the year 1986; and in order to meet such anticipated needs, Arkansas City entered into agreements resulting in the acquisition, construction, and equipping of certain waterworks, water supply, transmission, treatment and distribution facilities — collectively defined as the "Initial Project" — for securing and developing Arkansas City's water supply source at Millwood Reservoir; and

WHEREAS, pursuant to Paragraph 5 of the 1985 Millwood Contract, Texas City paid all sums due and owing over the term of the contract, which included proportionate amounts detailed in Subparagraph (a) of Paragraph 5 for defeasance of revenue bonds issued for the cost of the Initial Project; and

WHEREAS, the revenue bonds issued for the Initial Project matured on September 1, 2025; and pursuant to Paragraph 9 of the 1985 Millwood Contract, upon maturity of the revenue bonds, either city shall have the right to an extension of the agreement term beyond the initial term as may be agreed upon between the Cities, and "[d]eterminations of monthly charges to be billed and paid at such time shall be determined as … provided for the initial term, in Paragraph 5, except that no payment shall be made in respect of the costs and items specified in Subparagraph 5(a)"; and

WHEREAS, pursuant to Paragraph 18 of the 1985 Millwood Contract, "… at such time as all … [b]onds issued in connection with the acquisition and construction of the Initial Project …. shall have been fully paid and discharged, Arkansas City will, upon Texas City's request, convey to Texas City an undivided interest in the treatment plant, distribution lines [sic] and other facilities, if any, used to serve Texas City under this Agreement, such interest to be determined by the percentage that the amount paid by Texas City under Paragraph 5(a) hereof bears to the total amount paid to retire bonds issued to finance the Initial Project …. Texas City's undivided interest in the facilities serving it … shall be that proportion of Arkansas City's interest in such facilities that Texas City's payments …bear to Texas City's future interests, it being understood that such interests shall be confined to those facilities aforementioned which are used in serving Texas City"; and

WHEREAS, undivided ownership interests of the Initial Project as contemplated by Paragraph 18 of the 1985 Millwood Contract have been calculated to be _____% Arkansas City and _____% Texas City; and

Attachment: 2025-090 EXH A Millwood Contract extension (4532 : 2025-090 RES Millwood system agreement extension [joint resolution])

WHEREAS, with the water systems of the Cities being interconnected, treated water from the Millwood Reservoir has been and continues to be necessarily and inextricably commingled with treated water from Wright Patman Lake in Texas and sold to all purchasers, including municipalities, who have contracted with either Arkansas City or Texas City; and

WHEREAS, pursuant to the Joint Resolution of the Board of Directors of the City of Texarkana, Arkansas, and the City Council of the City of Texarkana, Texas [Texarkana, Arkansas Res. No. 2022-23, passed and approved Mar. 21, 2022; Texarkana, Texas Res. No. 2022-07, passed and approved Mar. 28, 2022] (hereinafter, "the 2022 Joint Resolution"): Texarkana, Arkansas, pursuant to Section 1 of the 1985 Millwood Contract, reaffirmed its "express approval" for cities and customers currently being served by Texarkana, Texas, to also receive water from the "Initial Project" as defined in the 1985 Millwood Contract for treated water from Millwood Reservoir; Texarkana, Arkansas, pursuant to Section 17 of the 1985 Millwood Contract, reaffirmed that title to all supplied water purchased by Texarkana, Texas, under the 1985 Millwood Contract passes to Texarkana, Texas, at the point of delivery; and both the Board of Directors and the City Council commended their respective City Managers for their collaborative consultation on matters of bi-city public welfare and interest and were directed to develop both short-term and long-term bi-city goals on all matters pertaining to water; and

WHEREAS, the Cities jointly recognize that the growth of both Cities and the surrounding areas, the increasing needs and demands for water of the citizens and residents of the areas of both cities, and the interconnection of the Cities' treated water distribution system, direct and warrant extension of the 1985 Millwood Contract term beyond the initial term while the Cities continue to develop and implement both short-term and long-term bi-city goals on all matters pertaining to water, including the joint operation of the Millwood system.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Cities, and for good and valuable consideration, receipt of which is hereby acknowledged, the Cities agree as follows:

1. Term of Extension. The 1985 Millwood Contract is extended to and including December 31, 2030, and thereafter said contract and the provisions of this Extension shall automatically renew for subsequent one-year terms unless terminated (a) by mutual agreement of the parties, or (b) by either City upon written notice of termination delivered to the other City one year prior to the effective date of termination.

2. Co-Ownership of Millwood System and Undivided Percentage Interest. The parties agree and acknowledge that all conditions for activation of Paragraph 18 of the 1985 Millwood Contract have occurred. Upon the request of Texas City, as required by the 1985 Millwood Contract, Arkansas City will convey to Texas City within thirty (30) days—and the City Manager of Arkansas City shall accomplish such conveyance by authority of this Extension—an undivided interest in the assets as described in and calculated pursuant to said Paragraph 18; and such conveyance shall establish an undivided ownership interest in said assets in the following percentages: _____% Arkansas City; and _____% Texas City.

3. Reaffirming 1985 Millwood Contract; exceptions. The Cities affirm and acknowledge that the mutual covenants and agreements set out in the 1985 Millwood Contract, incorporated herein by reference for all purposes, and as reaffirmed by the 2022 Joint Resolution, remain in full force and effect, excepting those paragraphs or subparagraphs which have been

Attachment: 2025-090 EXH A Millwood Contract extension (4532 : 2025-090 RES Millwood system agreement extension [joint resolution])

rendered moot by the maturity of the revenue bonds issued for the Initial Project [including paragraphs or subparagraphs 5(a), 5(b), 5(d), 13(b), 13(c), 14, 22]; provided that to the extent that there is any conflict or inconsistency between this Extension and the 1985 Millwood Contract, the provisions of this Extension shall govern.

4. Construction. In construing this Extension, none of the parties hereto shall have any term or provision, or any uncertainty or ambiguity as to any provisions herein, construed against such party solely by reason of such party having drafted the same.

5. Effective Date. This Extension shall be effective on September 1, 2025.

IN WITNESS WHEREOF, the City of Texarkana, Arkansas, pursuant to resolution duly and properly adopted by its Board of Directors, has authorized and caused this Extension No. 1 to be executed in its behalf by its Mayor and City Manager, and attested by its City Clerk; and the City of Texarkana, Texas, pursuant to resolution duly and properly adopted by its City Council, has authorized and caused this Extension No. 1 to be executed in its behalf by its Mayor and City Manager, and attested by its City Secretary.

City of Texarkana, Arkansas:

_____
Tyler Richards, City Manager

_____
Allen L. Brown, Mayor

Dated: _____, 2025

Attest:

_____
Heather Soyars, City Clerk

Approved:

_____
Josh Potter, City Attorney

City of Texarkana, Texas:

_____
David Orr, City Manager

_____
Bob Bruggeman, Mayor

Dated: _____, 2025

Attest:

_____
Jennifer Evans, City Secretary

Approved:

_____
Jeffery C. Lewis, City Attorney

Attachment: 2025-090 EXH A Millwood Contract extension (4532 : 2025-090 RES Millwood system agreement extension [joint resolution])

Attachment: 2025-090 ATTH 01 1985 Amended and Restated (4532 : 2025-090 RES Millwood system agreement extension [joint resolution])

VOL 796 PAGE 92 13037

AMENDED AND RESTATED WATER SYSTEM AGREEMENT

Dated as of October 15, 1985

Between

CITY OF TEXARKANA, ARKANSAS

and

CITY OF TEXARKANA, TEXAS

Pertaining To

$17,930,000

WATERWORKS FACILITIES REVENUE REFUNDING BONDS
Series 1985

Prepared by:

ROSE LAW FIRM,
a Professional Association
120 East Fourth Street
Little Rock, Arkansas 72201

FILED
85 NOV 22 AM 9:13
COUNTY CLERK

Attachment: 2025-090 ATTH 01 1985 Amended and Restated (4532 : 2025-090 RES Millwood system agreement extension [joint resolution])

AMENDED AND RESTATED
WATER SYSTEM AGREEMENT

THIS AGREEMENT is executed as of October 15, 1985 by and between the CITY OF TEXARKANA, ARKANSAS, a municipality created and existing under the laws of the State of Arkansas (the "Arkansas City") and the CITY OF TEXARKANA, TEXAS, a municipality created and existing under the laws of the State of Texas (the "Texas City"). This agreement amends, restates and replaces that certain 1982 Water System Agreement executed as of December 1, 1982 (the "1982 Water Agreement") by and between the Arkansas City and Texas City.

W I T N E S S E T H:

WHEREAS, by agreements dated August 5, 1948, April 12, 1957 and May 20, 1969, respectively, Texas City has contracted to supply Arkansas City with treated water in amounts at all times sufficient to satisfy demands imposed upon the municipal water system of Arkansas City by its customers, under the conditions and provisions set forth in such agreements, from Lake Wright Patman (formerly Texarkana Reservoir), located in Bowie County, Texas; and

WHEREAS, under the "Texarkana, Arkansas-Texas Water Supply Agreement," dated May 20, 1969 (the "1969 Water Agreement") between the Arkansas City and the Texas City, it was expressly recognized that the two cities were authorized, under certain circumstances, to pump or take water in the future from sources of supply other than the Lake Wright Patman source authorized under the 1969 Water Agreement, including but not limited to circumstances wherein (i) the needs and demands of Arkansas City for water exceeded the ability of Texas City to deliver same, or (ii) Arkansas City reasonably anticipated that its needs and demands for water would exceed the ability of Texas City to deliver same, or (iii) Texas City and Arkansas City agreed to resume the pumping of water from some other supply; and

WHEREAS, in 1982 the parties recognized that the growth of both cities and the surrounding areas, and the increasing needs and demands for water of the citizens and residents of the areas of both cities would cause needs for water to exceed the available capacity by the year 1986; and

WHEREAS, the need of the parties to secure other sources of water through other facilities than the Lake Wright Patman source, and to have such other source acquired, developed, constructed and capable of delivering treated water to customers by the year 1986, was confirmed by studies and research conducted by independent consulting engineers; and

WHEREAS, pursuant to a Water Supply Contract dated October 12, 1978 (the "Water Supply Contract"), between Arkansas City and The Southwest Arkansas Water District (the "District"), a regional water distribution district existing under the laws of the State of Arkansas, Arkansas City reserved for future municipal or industrial use up to fifty million (50,000,000) gallons of raw water per day in storage space allocated the District in Millwood Reservoir, said reservoir being located in portions of Little River and Hempstead Counties, Arkansas; and

WHEREAS, in order to meet anticipated water needs the Arkansas City entered into agreements pursuant to which the City of Texarkana, Arkansas Public Facilities Board (the "Issuer") has undertaken the acquisition, construction and equipping of certain waterworks, water supply, transmission, treatment and distribution facilities (the "Initial Project") involving the securing and developing of the Arkansas City's water supply source at Millwood Reservoir; and

WHEREAS, the Issuer obtained necessary funds for the acquisition, construction and equipping of the Initial Project, for refunding certain outstanding water and sewer revenue bond indebtedness of the Arkansas City, and for paying the cost of issuing the bonds, through the sale of the Issuer's Waterworks Facilities Revenue Bonds, Series 1982, in the principal amount of $19,535,000 (the "Prior Bonds"); and

WHEREAS, pursuant to that certain Sale Agreement dated as of December 1, 1982 (the "Prior Agreement"), between the Issuer and City, the Initial Project was sold to the City in consideration of payments sufficient to provide for payment of principal of, premium, if any, and interest on the Prior Bonds; and

WHEREAS, to make more definite and certain their agreements with respect to the acquisition, use and payment of the cost of the Initial Project and the ability of Texas City to obtain water from and through Arkansas City's interest in the Initial Project, the Arkansas City and Texas City entered into that certain Texarkana, Arkansas-Texas 1982 Water System Agreement, dated as of December 1, 1982 (the "1982 Water Agreement"); and

WHEREAS, the Issuer is authorized under the Act to issue and sell revenue bonds for the purpose of refunding the Prior Bonds; and

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WHEREAS, it has been determined that refunding the Prior Bonds will result in interest savings to the Issuer, Arkansas City and Texas City and that in order to provide funds therefor, that the Issuer will issue its Waterworks Facilities Revenue Refunding Bonds, Series 1985, in the principal amount of $17,930,000 (the "Refunding Bonds"), pursuant to the terms of a Trust Indenture, dated as of October 15, 1985 (the "Indenture"), between the Issuer and The State First National Bank of Texarkana, of Texarkana, Arkansas, as trustee; and

WHEREAS, the Issuer and the Arkansas City have entered into a Sale Agreement, dated as of October 15, 1985 (the "Agreement") under which the Prior Agreement will be terminated and the Issuer will sell the Initial Project to the Arkansas City for payments sufficient to provide for payment of principal of, premium, if any, and interest on the Refunding Bonds; and

WHEREAS, the Arkansas City and Texas City desire to enter into this agreement to amend and restate the 1982 Water Agreement as necessary to accomplish the issuance of the Refunding Bonds;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, and in consideration of the payment by Texas City to Arkansas City of the sum of $1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Agreement to Supply Treated Water to Texas City. From and after the Date of Commercial Operation of the Initial Project (defined herein to mean the date on which the Initial Project is capable of producing and transmitting potable treated water for consumption and use by customers of Arkansas City, as evidenced by a certificate of Arkansas City's consulting engineer delivered to the Trustee and to Texas City), Arkansas City agrees to furnish, supply and make available to Texas City, at the various points where the water system of Arkansas City now makes or may hereafter make contact or connection with the water system of Texas City, or at such other points of delivery as may be mutually agreed upon, potable treated water from the Initial Project (of the same quality, purity and fitness as that which may be sold by Arkansas City to its consumers), at all times sufficient in amount, pressure and rate of flow to satisfy all demands imposed upon Texas City's system by customers attached thereto, and the total requirements of said customers existing from time to time, or at any time, to the extent that such customers cannot conveniently be served by Texas City from Lake Wright Patman; provided, however, that in no event shall the Texas City water demands under this Agreement exceed the lesser of the capacity of the Initial Project or the amount of water made available to Arkansas City under the Water Supply Contract; provided further, that those other cities and customers currently being served by Texas City from the Lake

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Wright Patman supply under separate contracts with Texas City, shall not, without the express approval of Arkansas City's Board of Directors, receive water from the Initial Project, but shall continue to be served by Texas City under their separate contracts with Texas City to obtain water from Lake Wright Patman.

2. No Priorities as Between Customers in Either City. Arkansas City agrees that it will maintain the Initial Project, and all related facilities, as part of its own water system and will keep the same in good and efficient operating condition for the purpose of furnishing water to both Arkansas City and Texas City, and Arkansas City agrees that water shall be furnished to Texas City on the same basis as if the customers connected to the Texas City's water system were actually located within the city limits of Arkansas City, and in the event it should become necessary to ration water supplies, the same method of rationing and priorities of usage shall be applied to Arkansas City to the customers in both cities without discrimination. Further, in the event of any such rationing of water, the requirements of public health of both cities shall be equally recognized, and the amount of water available for human use and consumption will not be diminished solely in order to continue to supply industrial or commercial customers in or out of either Arkansas City or Texas City.

3. Determination of Amounts of Water Delivered to Texas City. Because of the many existing points of interconnection between the respective water systems of both Arkansas City and Texas City, the parties agree that it is not feasible to measure the amount of water actually delivered by Arkansas City to Texas City from the Initial Project. Accordingly, the periodic payments to be made by Texas City pursuant to Paragraph 5 hereof, for receiving the benefit of potential future access to and use of water from the Initial Project, without regard for the actual amount of water delivered to Texas City from the Initial Project, shall be based upon the same proportion as the amount of water sold by Texas City to its metered customers during any relevant period of time bears to the total amount of metered water sold by both cities during such period of time.

4. Computation of Water Charges. Texas City agrees that for water received by it at any time under this Agreement, subject to Paragraph 5, it shall pay Arkansas City the same amount per 1,000 gallons of water as shall be computed to be the cost to Arkansas City for water used by it from the Initial Project.

5. Payments. It is agreed and understood that Arkansas City will prepare and furnish monthly bills or statements for all amounts collected as being required to be paid or incurred under the provisions of Arkansas City's then current budget requirements pertaining to the Initial Project (supplemented if

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necessary). In particular, so long as the Issuer's Refunding Bonds, or any interest thereon, remain outstanding and unpaid, regardless of the actual quantity of water delivered from the Initial Project, Texas City will make minimum monthly payments adequate to discharge its pro rata share (determined as provided in Paragraph 3) of the following items:

(a) All amounts required for amortization of the cost of the Initial Project, including amounts represented by the Refunding Bonds (provided, however, that solely for the purpose of calculation of the Texas City's proportionate share of the cost of the Initial Project there shall be excluded from such share a proportion related to the sum of $1,106,800, that being the amount of proceeds of the Prior Bonds used to refund certain outstanding water and sewer revenue refunding bonds of Arkansas City issued in 1976, the cost of such refunding to be borne and amortized separately by Arkansas City under the Sale Agreement out of its water and sewer system revenues, so that at any time Texas City shall not be obligated to pay, with respect to the Refunding Bonds, more than its proportionate share, determined as provided in Paragraph 3, of 95.33% of the aggregate principal amount of the Refunding Bonds), and amounts represented by any Additional Bonds required under the Indenture to provide and complete the Initial Project as planned, including without limitation, payment of all principal, interest, premium, if any, fees and charges of the Trustee and any paying agent or agents, amounts, if any, required to establish, maintain or replenish any reserve, contingency or other funds specified by the Indenture and relating to the Issuer's revenue bonds issued for the purpose of providing and constructing the Initial Project. A true and correct copy of the amortization table reflecting scheduled annual principal and interest requirements with respect to the Refunding Bonds, is attached hereto as Exhibit A and made a part hereof for reference purposes. The parties agree that if any Additional Bonds are issued to provide and complete the Initial Project as planned, a copy of the schedule of annual principal and interest requirements with respect to such Additional Bonds will be affixed to this Agreement at or prior to the time of issuance of such Additional Bonds. Notwithstanding the rendering of monthly bills or statements, as set forth above, if for any reason required or specified under the Indenture, payments of the type or kind specified in this Subparagraph (a) are required to be made at more frequent or different intervals of time, any such payments made under this Subparagraph (a) shall be made in such time and manner as to insure compliance by the Arkansas City and the Issuer with their respective covenants under the Sale Agreement and the Indenture. It is further understood that upon payment and discharge of all indebtedness of the Issuer under the Indenture with respect to revenue bonds issued to refinance

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the Initial Project, the provisions of this Subparagraph (a) shall no longer apply in computation of monthly payments to be made by Texas City.

(b) All amounts for which Arkansas City may be obligated under the Water Supply Contract, after deducting therefrom such future sum as may be obtained by Arkansas City from other users of water supplied through the Initial Project facilities, in partial reimbursement for Arkansas City's obligations to the District under the Water Supply Contract.

(c) All amounts reasonably required for the maintenance, operation and administration of all properties and facilities acquired, constructed and equipped pursuant to the Sale Agreement. The Arkansas City shall keep detailed and accurate accounts reflecting all direct expenses of operation and maintenance, including labor and materials chargeable to the source of supply, power and pumping, purification and transmission. In addition, indirect expenses, including but not limited to insurance, administration and supervision, transportation clearing account, general and administrative expenses including labor and supplies, telephone and telegraph expense, rents and all other overhead expenses, shall be accounted for and properly allocated to the operation and maintenance of the Initial Project facilities.

(d) All amounts reasonably required to pay the Issuer's administration expenses attributable directly to its activities under the Sale Agreement.

The monthly bills or statements to be furnished Texas City shall be prepared so as to be received by Texas City on or before the first day of the month in which such bill or statement shall be payable. Texas City agrees to pay to Arkansas City, at the office of the Texarkana Water Utilities, or such other place where the Arkansas City's water system offices shall be located in the future, on or before the fifteenth day of the month in which such payment is due, the amount specified in the bill or statement rendered as aforesaid, except that if at any time Texas City shall dispute the correctness of the statement so rendered, payment shall be made by Texas City in such amount as it concedes to be correct, but in no event in an amount less than Texas City's average monthly payment for the preceding six calendar months. The disputed portion of any such statement shall thereafter be determined by agreement between the parties, if possible, or by arbitration in the manner prescribed by Paragraph 16. In the absence of any agreement or arbitration, the disputed amount shall be determined by appropriate decree or judgment of a court of competent jurisdiction in the matter. Should Texas City fail to pay the amount of any bill or statement when due, and such amount is valid and proper under this Agreement, interest on such unpaid amounts shall accrue from the time due until paid in

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full, at the rate of six percent (6%) per annum. If Texas City does not receive any bill or statement required or permitted hereunder until after the first day of the month, the time for payment of such bill or statement shall be extended accordingly. Without the express written consent of Texas City, payments to be made by Texas City pursuant to this Agreement shall never be increased by reason of the issuance or sale of Additional Bonds by the Issuer over and above those amounts required to provide for and complete the Initial Project facilities as planned by Arkansas City and approved by Texas City. Further, Arkansas City agrees that it shall not issue and sell Additional Bonds for the purpose of (i) refunding any Additional Bonds or the Refunding Bonds; or (ii) defraying the cost of any additional pumping, transmission, storage, treatment or other facilities for the joint use of both cities (herein called an "Additional Project") unless and until Texas City shall have consented to the issuance and sale of such Additional Bonds, whether by the Issuer, Arkansas City, or other entity or agency. Any consent of Texas City as contemplated by this Paragraph shall be evidenced by resolution of its City Council.

6. Records of Both Cities Open to Inspection. All records and accounts kept by Texas City and Arkansas City pertaining to the operation by each of its water system including but not limited to records of all sales of water, shall be open to inspection during regular business hours by the other City and its accredited representatives.

7. Water Quality. Water to be delivered to Texas City under this Agreement shall be of the same quality as that furnished by Arkansas City to its own consumers and customers, and to this end Arkansas City agrees that the Initial Project and all facilities associated therewith will be operated and maintained in such manner as may be required to assure approval by the Health Department of the State of Arkansas or any other cognizant governmental agency.

8. Water Measurement. As part of its plans regarding construction of the Initial Project, Arkansas City shall provide for or cause the Issuer to provide for the installation, at an appropriate location, of a master meter of standard type for properly measuring the quantity of water delivered for use of the two cities under this Agreement. Arkansas City shall provide access to such metering equipment at all times to Texarkana Water Utilities, or such other jointly operated utility, department or agency as shall in the future perform the functions of managing the water systems of both cities, and all periodic reading, calibration and adjustment of such master metering equipment shall be performed by agents or employees of Texarkana Water Utilities or such other jointly operated department or agency, as aforesaid.

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9. Term of Agreement. This Agreement and the obligation of Texas City to promptly make all prescribed monthly and other payments specified herein shall continue for the period that any of the Issuer's revenue bonds secured or supported by such payments and issued to finance the Initial Project are outstanding and unpaid. Thereafter, either city shall have the right to an extension of the term of this Agreement beyond its initial term, upon such terms, provisions and conditions as may be agreed upon between them at the time. Determinations of monthly charges to be billed and paid at such time shall be determined as hereinabove provided for the initial term, in Paragraph 5, except that no payment shall be made in respect of the costs and items specified in Subparagraph 5(a).

10. Texarkana Water Utilities to be Representative. The parties agree and acknowledge that the separate water and sewer system of each is currently operated and managed by Texarkana Water Utilities, under joint operating arrangements previously approved by both cities. The parties hereby confirm and approve the continued joint operation of their respective water and sewer systems by Texarkana Water Utilities. So long as Texarkana Water Utilities continues to operate and manage the water system of Arkansas City, performance by Texarkana Water Utilities of any duties, responsibilities or obligations of Arkansas City hereunder shall be complete and sufficient performance of Arkansas City.

11. Payment of Taxes. Arkansas City agrees that, unless required by law to do so, it will not impose or attempt to impose ad valorem property taxes on the Initial Project or any Additional Project provided or constructed by or on behalf of the Issuer, payment for which is to be made in part by Texas City pursuant to Paragraph 5 hereof. In the event any sales, use or other gross receipts taxes, or taxes of similar nature, are hereafter imposed by any taxing authority upon the use or consumption of water delivered or to be delivered under this Agreement, the amount of such taxes shall be borne and paid for by the city upon which such taxes are imposed, if such taxes are separately imposed. If such taxes shall be imposed with regard to water furnished from the Initial Project and served to both cities collectively, each city shall pay its pro rata share of such taxes, determined in the manner provided in Paragraph 3 hereof.

12. Regulatory Compliance. This Agreement and the obligations of the parties hereunder shall be subject to all valid rules, regulations and laws applicable thereto, as duly promulgated by the State of Arkansas, the State of Texas, the United States of America, or any other governmental body or agency having lawful jurisdiction, or any authorized representative or agency of any of them.

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13. Cities to Fix Adequate Rates. (a) Texas City represents and warrants that all payments to be made by it hereunder shall be made from surplus net revenues of its water and sewer system, after payment or provision for expenses of operation and maintenance of said water and sewer system, and all payments required to be made in respect of any revenue bonds of Texas City secured by a first lien or pledge on the net revenues of said water and sewer system, and Texas City hereby pledges such surplus net revenues to the payment of its obligations hereunder.

(b) Texas City further agrees to fix, establish, maintain and collect such rates, fees and charges for the sale of water and use or service of its water and sewer system, as now in existence or hereafter extended or improved, as will, in combination with any other funds legally available and reasonably assured for the purpose, yield surplus net revenues of its water and sewer system, after payment of all expenses of operation and maintenance thereof, and payment of all amounts required under any first lien water and sewer revenue bonds of Texas City, equal to at least 125% of Texas City's proportionate obligation with respect to the annual debt service requirements of the Refunding Bonds and certain Additional Bonds, as provided in Paragraph 5(a).

(c) Arkansas City agrees to fix, establish, maintain and collect rates, fees and charges with respect to its water and sewer system in such amounts and at such times to comply with Arkansas City's covenants with the Issuer under the Sale Agreement, which covenants Arkansas City represents and warrants to be at least equal to those of Texas City set forth above.

14. Pledge of Contract Proceeds. It is recognized that the proceeds of this Agreement are to be pledged by Arkansas City under the Sale Agreement, to secure in part Arkansas City's obligations to the Issuer, and, in turn, that the Issuer will pledge its rights under the Sale Agreement, including Arkansas City's right to receive the proceeds of this Agreement, to the Trustee under the Indenture, to secure payment of the Refunding Bonds. In this regard, Texas City agrees that the Issuer or the Trustee may enforce any obligations owed Arkansas City by Texas City should Arkansas City for any reason fail to pursue appropriate remedies against Texas City for the enforcement of the payments which are to be derived from this Agreement for the payment of the Issuer's indebtedness.

15. Force Majeure. Neither Arkansas City nor Texas City shall be liable in damages to the other for any act, omission, or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, revolutions, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, walkouts, arrests and

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resistance of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or pipelines, temporary failure of water supply, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind enumerated or otherwise not within control of the party affected and which, by the exercise of due diligence, such party is unable to prevent or overcome. Such causes or contingencies affecting the performance of this Agreement by either party, however, shall not relieve it of liability in the event of its concurring negligence, or in the event of its failure to use due diligence to remedy the situtation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall any of such causes or contingencies affecting the performance of this Agreement relieve either party from its obligation to make payments of amounts due hereunder in the time and manner required to assure timely payment of the Issuer's revenue bonds secured in part hereby.

16. Arbitration of Disputes. In the event that any dispute shall arise as to any amounts due hereunder, or the carrying out of any of the rights, duties, or obligations arising out of this Agreement, such dispute shall be settled by arbitration, and to that end each city shall select a disinterested representative who shall be either a qualified registered engineer or certified public accountant experienced in waterworks accounting matters and the two thus selected shall choose a third person similarly qualified and the three so selected shall constitute an arbitration board to make investigation and to fix the amount so payable, or otherwise determine the matter in dispute, which determination shall be binding on both Arkansas City and Texas City. The cost of each arbitration shall be borne equally by the two cities.

17. Title to Water. Title to all water to be supplied under this Agreement shall remain in Arkansas City to the point of delivery to Texas City, at which point title to water delivered to Texas City shall pass to Texas City. Each party agrees to save and hold the other harmless from all claims, demands and causes of action which may be asserted by any person on account of the transportation, delivery or disposal of water delivered under this Agreement after title has passed to such party.

18. Future Interest of Texas City in Initial Project. It is agreed by Arkansas City that at such time as all Refunding Bonds or any Additional Bonds issued in connection with the acquisition and construction of the Initial Project by the Issuer shall have been fully paid and discharged, Arkansas City will, upon Texas City's request, convey to Texas City an undivided interest in the treatment plant, distribution lines

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and other facilities, if any, used to serve Texas City under this Agreement, such interest to be determined by the percentage that the amount paid by Texas City under Paragraph 5(a) hereof bears to the total amount paid to retire bonds issued to finance the Initial Project and any Additional Project serving Arkansas City and Texas City jointly. Texas City's undivided interest in the facilities serving it, as above described, shall be that proportion of Arkansas City's interest in such facilities that Texas City's payments, as above described, bear to Texas City's future interests, it being understood that such interests shall be confined to those facilities aforementioned which are used in serving Texas City. It is further agreed that the Initial Project and any Additional Project serving Texas City shall never be sold to any third party without the consent of Texas City expressed by ordinance or resolution of its City Council, and that should such facilities ever be sold, Texas City shall be paid a percentage of the proceeds received upon sale, derived in the same manner as aforementioned with regard to determination of Texas City's interest in such facilities.

19. Reaffirmation of 1969 Water Supply Agreement. The parties hereby reaffirm their mutual understanding that the 1969 Water Agreement shall remain in full force and effect as to all of its provisions, and shall not be considered amended, modified or superceded in any respect by virtue of the agreements of the parties evidenced under the provisions hereof.

20. Notice. Any notice, request, demand, statement, bill or other document provided for in this Agreement shall be in writing and shall be considered to have been duly delivered when sent by registered mail, if to Arkansas City, addressed to the City Manager, City Hall, Texarkana, Arkansas, or if to Texas City, addressed to the City Manager, City Hall, Texarkana, Texas; provided, however, that routine communications may be sent by ordinary mail, postage prepaid to the addresses indicated above, or, upon the filing of an appropriate written notice specifying some other individual or address to whom communications thereafter are to be addressed, to such other address.

21. Severability. The parties agree that if any provision of this Agreement contravenes or is held invalid or unenforceable under any law, the same shall not invalidate the entire Agreement, but it shall be construed as though not containing the unenforceable or invalid provision, and the rights and obligations of the parties shall be construed and continued in force accordingly.

22. Approval of Financing Documents; Modifications. Texas City acknowledges that it has received true and correct copies of the Indenture and the Sale Agreement, and further, that the execution and delivery of this Agreement by Texas City shall be

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conclusively deemed to be approval and consent of Texas City to the terms and provisions therein relating to the refunding of the Prior Bonds and operation of the Initial Project. Upon execution and delivery of this Agreement, the 1982 Water Agreement shall be amended, restated and replaced in its entirety by this Agreement. This Agreement shall not be further amended or modified except by an instrument in writing, executed by both parties, duly authorized thereunto by their respective governing bodies and, so long as the Refunding Bonds or any Additional Bonds remain outstanding and unpaid, upon the express written consent of the Issuer and the Trustee in the manner and under the circumstances provided in Article XIII of the Indenture regarding amendment of the Sale Agreement.

IN WITNESS WHEREOF, the City of Texarkana, Arkansas, pursuant to resolution or ordinance duly and properly adopted by its Board of Directors, has caused this Agreement to executed in its behalf by its Mayor and City Manager, and attested by its City Clerk and its corporate seal to be impressed hereon, and the City of Texarkana, Texas, pursuant to resolution or ordinance duly and properly adopted by its City Council, has caused this Agreement to be executed in its behalf by its Mayor and City Manager and attested by its City Secretary and its corporate seal to be impressed hereon, all as of the date first hereinabove written.

CITY OF TEXARKANA, ARKANSAS

By: _____
Roger C. Ford, City Manager

ATTEST:

_____
Sandra Powell, City Clerk

By: _____
Bobby Ferguson, Mayor

CITY OF TEXARKANA, TEXAS

By: _____
Russ Crider, City Manager

ATTEST:

_____
Christie Hardin, City Secretary

By: _____
Durwood Swanger, Mayor

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	Series 1982 Bond Payments		Series 1985 Bond Payments		Series 1987 Bond Payments		Series 1997 Bond Payments		Series 2007 Bond Payments				
	AR	TX	AR	TX	AR	TX	AR	TX	AR	TX	Total AR	Total TX	Total
1983	705,279.00	872,173.00									705,279.00	872,173.00	1,577,452.00
1984	891,920.00	1,154,769.00									891,920.00	1,154,769.00	2,046,689.00
1985	953,657.00	1,231,624.00									953,657.00	1,231,624.00	2,185,281.00
1986	157,979.00	210,271.00	635,843.00	874,073.00							793,822.00	1,084,344.00	1,878,166.00
1987			654,100.00	945,300.00	629,024.00	909,215.00					1,283,124.00	1,854,515.00	3,137,639.00
1988			124,749.00	178,530.00	683,573.00	692,710.00					808,322.00	871,240.00	1,679,562.00
1989			123,828.00	177,238.00	563,280.00	813,723.00					687,108.00	990,961.00	1,678,069.00
1990			122,436.00	176,918.00	564,673.00	812,579.00					687,109.00	989,497.00	1,676,606.00
1991			121,506.00	174,779.00	564,571.00	812,431.00					686,077.00	987,210.00	1,673,287.00
1992			121,411.00	175,437.00	564,276.00	812,006.00					685,687.00	987,443.00	1,673,130.00
1993			120,981.00	174,817.00	563,780.00	811,292.00					684,761.00	986,109.00	1,670,870.00
1994			115,892.00	177,168.00	563,074.00	810,278.00					678,966.00	987,446.00	1,666,412.00
1995			121,170.00	172,521.00	567,845.00	808,320.00					689,015.00	980,841.00	1,669,856.00
1996			513.00	14,472.00	686,360.00	991,705.00					686,873.00	1,006,177.00	1,693,050.00
1997					687,613.00	993,307.00	92,052.00	-			779,665.00	993,307.00	1,772,972.00
1998					234,239.00	338,391.00	360,432.00	605,345.00			594,671.00	943,736.00	1,538,407.00
1999					233,372.00	336,938.00	318,264.00	629,545.00			551,636.00	966,483.00	1,518,119.00
2000							690,615.00	827,033.00			690,615.00	827,033.00	1,517,648.00
2001							800,192.00	716,182.00			800,192.00	716,182.00	1,516,374.00
2002							631,998.00	881,388.00			631,998.00	881,388.00	1,513,386.00
2003							597,203.00	921,076.00			597,203.00	921,076.00	1,518,279.00
2004							602,503.00	913,013.00			602,503.00	913,013.00	1,515,516.00
2005							599,087.00	921,174.00			599,087.00	921,174.00	1,520,261.00
2006							619,805.00	897,581.00			619,805.00	897,581.00	1,517,386.00
2007							928,195.00	588,899.00	63,316.00	99,079.00	991,511.00	687,978.00	1,679,489.00
2008									284,402.76	437,106.00	284,402.76	437,106.00	721,508.76
2009									320,053.76	402,255.00	320,053.76	402,255.00	722,308.76
2010									281,237.76	436,271.00	281,237.76	436,271.00	717,508.76
2011									296,450.76	425,858.00	296,450.76	425,858.00	722,308.76
2012									281,229.76	440,079.00	281,229.76	440,079.00	721,308.76
2013									303,147.76	416,561.00	303,147.76	416,561.00	719,708.76
2014									301,902.56	415,606.20	301,902.56	415,606.20	717,508.76
2015									302,973.76	416,735.00	302,973.76	416,735.00	719,708.76
2016									303,601.76	417,507.00	303,601.76	417,507.00	721,108.76
2017									303,892.76	417,816.00	303,892.76	417,816.00	721,708.76
2018									290,135.76	431,373.00	290,135.76	431,373.00	721,508.76
2019									303,464.76	417,044.00	303,464.76	417,044.00	720,508.76
2020									302,503.76	416,205.00	302,503.76	416,205.00	718,708.76
2021									303,577.76	417,531.00	303,577.76	417,531.00	721,108.76
2022									304,091.76	418,122.00	304,091.76	418,122.00	722,213.76
2023									304,194.26	418,112.00	304,194.26	418,112.00	722,306.26
2024									303,730.26	417,336.00	303,730.26	417,336.00	721,066.26
2025									302,589.12	416,045.88	302,589.12	416,045.88	718,635.00
	2,708,835.00	**3,468,837.00**	**2,262,429.00**	**3,241,253.00**	**7,105,680.00**	**9,942,895.00**	**6,240,346.00**	**7,901,236.00**	**5,456,496.84**	**7,676,642.08**	**23,773,786.84**	**32,230,863.08**	**56,004,649.92**
	43.85%	56.15%	41.11%	58.89%	41.68%	58.32%	44.13%	55.87%	41.55%	58.45%	**42.45%**	**57.55%**	

Attachment: 2025-090 ATTH 02 MW Bond FINAL 06 02 2025 (4532 : 2025-090 RES Millwood system

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: 2025-090 Goals & Perspectives (4532 : 2025-090 RES Millwood system agreement extension [joint resolution])

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 7/9/2025 2:53 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2025-091 rezoning Lot 2, Martha S. Pace Subdivision, located at 3412 Galleria Oaks Drive (Ward 6) from Single Family-1 to Planned Development-Neighborhood Service. Aaron Gaylor, owner.		

Briefing: 7/14/2025 **Public Hearing:** 7/14/2025 **Council Vote:** 7/14/2025

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 Aaron Gaylor, owner, to rezone on Lot 2, Martha S. Pace Subdivision, located at 3412 Galleria Oaks Drive from Single Family-1 to Neighborhood Service. The property is currently a vacant lot.

The Future Land Use Map has designated this property as “Mixed Use Development”.

The adjacent zoning is Planned Development-
General Retail to the west, and Single Family-1 to the north, east and south. The adjacent land use is Office to the west, residential to the north, vacant property south, and church to the east.

Staff recommend approval of this request.

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

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

Potential Options:

Approved

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended to rezone by placing a Planned Development on this request.

Advisory Board/Committee Meeting Date and Minutes:

June 2, 2025

Attachments

a. 2025-091 ORD Rezoning 3412 Galleria Oaks Drive (DOCX)
b. 2025-091 EXH 'A' (Legal Description) (PDF)
c. 2025-091 ATTH 01 (Maps) (PDF)
d. 2025-091 ATTH 02 (Elevations) (PDF)
e. 2025-091 Goals & Perspectives (DOCX)
f. 2025-091 ORD rez 3412 Galleria Oaks signed (PDF)

Staff Coordination

Building Code Administration	Mashell Daniel	Department Head Review	Completed	06/03/2025 4:30 PM
Building Code Administration	Mashell Daniel	Reviewer	Completed	06/03/2025 4:30 PM
Public Works Department	Dusty Henslee	Reviewer	Completed	06/04/2025 10:03 AM
City Manager	David Orr	Reviewer	Completed	06/05/2025 7:53 AM
City Council	Jennifer Evans	Meeting	Completed	06/09/2025 6:00 PM

Meeting History

06/09/25	City Council	MOVED FORWARD	Next: 07/14/25

Z-25-6

ORDINANCE NO. 2025-091

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, MARTHA S. PACE SUBDIVISION, LOCATED AT 3412 GALLERIA OAKS DRIVE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-1 TO PLANNED DEVELOPMENT-NEIGHBORHOOD SERVICE; 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, Martha S. Pace Subdivision, located at 3412 Galleria Oaks Drive,** in the City of Texarkana, Bowie County, Texas, from **Single Family-1 to Planned Development-Neighborhood Service**; 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-1 to Planned Development-Neighborhood Service on Lot 2, Martha S. Pace Subdivision, located at 3412 Galleria Oaks Drive** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicants agreed to amend the application from **Single Family-1 to Planned Development-Neighborhood Service**; 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-1 to Planned Development-Neighborhood Service** 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 **Lot 2, Martha S. Pace Subdivision, located at 3412 Galleria Oaks Drive** in the City of Texarkana,

Attachment: 2025-091 ORD Rezoning 3412 Galleria Oaks Drive (4530 : 2025-091 ORD rezoning SF-1 to NS 3412 Galleria Oaks)

Bowie County, Texas, from **Single Family-1 to Planned Development-Neighborhood Service.**

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

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2025-091 ORD Rezoning 3412 Galleria Oaks Drive (4530 : 2025-091 ORD rezoning SF-1 to NS 3412 Galleria Oaks)

date and the time stamped hereon by me, and was duly RECORDED in the Records of Bowie County, Texas.

2019-00007768 PLAT
07/26/2019 02:47:42 PM Total Fees: $71.00

Tina Petty, County Clerk
Bowie County, Texas

PROPERTY DESCRIPTION:

All that certain tract or parcel of land being a part of the GEORGE BRINLEE HEADRIGHT SURVEY, Abstract No. 18, Bowie County, Texas, and being all of Tract 1 (called 3.00 acres) as conveyed to Martha S. Pace, Trustee of the Martha S. Pace Trust by Warranty Deed recorded in Volume 3822, Page 305 of the Real Property Records of Bowie County, Texas, and the subject tract of land being more particularly described by metes and bounds as follows:

Commencing at a point in the South right-of-way line of Moore's Lane and in the East boundary line of the George Brinlee Headright Survey, said point being located S 01°10'00" E, 72.90 feet from the Northeast corner of said Brinlee Headright Survey;
THENCE: S 75°36'00" W, 104.94 feet with the South right-of-way line of Moore's Lane to a point for corner;
THENCE: N 89°33'00" W, 560.35 feet with the South right-of-way line of Moore's Lane to a ½" iron pin set for corner at the Northeast corner of said called 3.00 acre tract and the Northwest corner of a certain 8.00 acre tract of land as conveyed to Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints by Warranty Deed recorded in Volume 422, Page 250 of the Deed Records of Bowie County, Texas, and being the Point of Beginning for the herein described tract of land;
THENCE: S 01°10'00" E, 861.99 feet with the East line of said called 3.00 acre tract and the West line of said 8.00 acre tract to a ½" iron pin set for corner on the North line of Galleria Oaks Drive, said corner being the Southeast corner of said called 3.00 acre tract and the Southwest corner of said 8.00 acre tract;
THENCE: S 88°46'00" W, 151.09 feet with the South line of said called 3.00 acre tract of land and the North line of Galleria Oaks Drive to a 1" iron pipe found for corner at the Southwest corner of said called 3.00 acre tract and the Southeast corner of Lot No. 13 of Ames Acres;
THENCE: N 01°10'00" W, 866.43 feet with the West line of said called 3.00 acre tract and the East line of Ames Acres to a 1" iron pipe found for corner at the Northwest corner of said called 3.00 acre tract and the Northeast corner of Lot No. 17 of Ames Acres, said corner being located on the South right-of-way line of Moore's Lane;
THENCE: S 89°33'00" E, 151.15 feet with the North line of said called 3.00 acre tract and the South right-of-way line of Moore's Lane to the Point of Beginning and containing 2.998 acres of land, more or less.

CERTIFICATE OF SURVEYOR

I, Johnny E. Plunk, Jr., do hereby certify that I am a Registered Professional Land Surveyor in the State of Texas, and that the plat of the hereon described property correctly reflects the results of a survey by me and that the corner monuments are in place and/or will be placed at the points on the boundary of the subdivision as shown on the plat of same, and that the survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications. The subdivision is to be known as MARTHA S. PACE SUBDIVISION, a part of the George Brinlee Headright Survey, Abstract No. 18, Bowie County, Texas.

JOHNNY E. PLUNK, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 5080

STATE OF TEXAS
REGISTERED
JOHNNY E. PLUNK, JR.
5080
PROFESSIONAL
LAND SURVEYOR

CERTIFICATE OF DEDICATION BY OWNERS

The Martha S. Pace Trust, being the owner of the hereon described and platted tract of land, have caused the same to be surveyed, platted and subdivided as shown hereon and which Subdivision shall be known as MARTHA S. PACE SUBDIVISION, a part of the George Brinlee Headright Survey, Abstract No. 18, Bowie County, Texas, and by these presents, the undersigned hereby dedicates to the public in fee simple, the streets and/or easements shown on this plat for the purposes shown hereon.

Joel S. Pace, Trustee for the Martha S. Pace Trust

NOTARY ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Joel S. Pace, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she does hereby execute the same for the purpose and consideration hereon expressed.

GIVE UNDER MY HAND AND SEAL OF OFFICE as Notary Public, on this 11th day of July, 2019.

Notary Public

My Commission Expires: _____

AMY M. JONES
Notary Public, State of Texas
Comm. Expires 02-15-2021
Notary ID 131003607

CERTIFICATE OF APPROVAL BY PLANNING DEPARTMENT

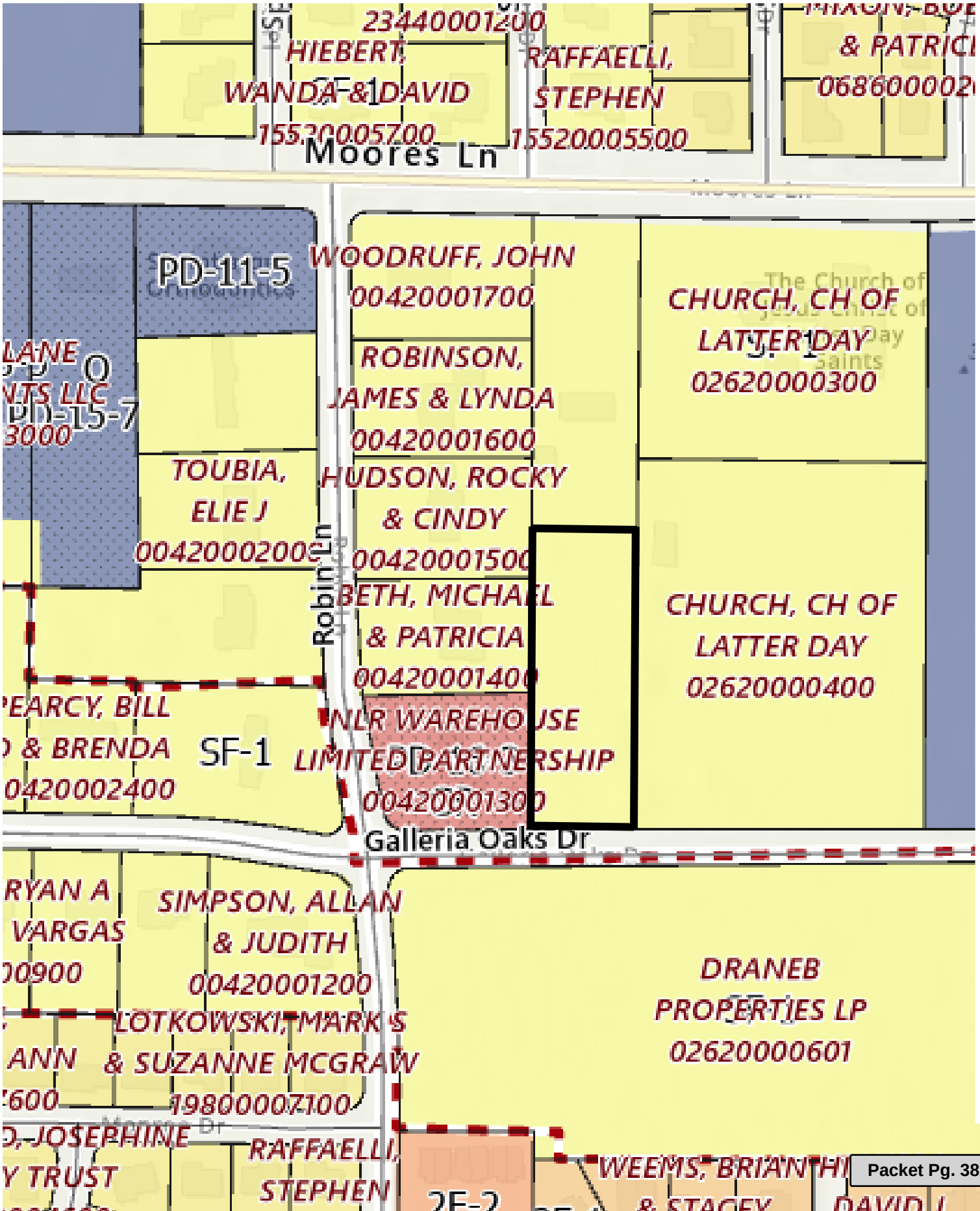
We, the undersigned, do hereby certify that the plat of MARTHA S. PACE SUBDIVISION, a part of the George Brinlee Headright Survey, Abstract No. 18, Bowie County, Texas, together with the OWNERS' CERTIFICATE and the SURVEYOR'S CERTIFICATE on the same, was presented to the Planning Department of the City of Texarkana, Bowie County, Texas, for it's approval and that said plat, OWNER'S CERTIFICATE and SURVEYOR'S CERTIFICATE being found to conform to the platting requirements in all respects are in all things approved on the 18th day of July, 2019.

The certificate of approval by the Planning Commission shall be null and void should this plat not be properly recorded within 121 days of approval.

PLANNING DEPARTMENT/Director of Public Works

Attachment: 2025-091 EXH 'A' (Legal Description) (4530 : 2025-091 ORD rezoning SF-1 to NS 3412 Galleria Oaks)

3412 Galleria Oaks



Attachment: 2025-091 ATTH 01 (Maps) (4530 : 2025-091 ORD rezoning SF-1 to NS 3412 Galleria Oaks)

2025-091 ATTH 01
Z-25-6

3412 Galleria Oaks



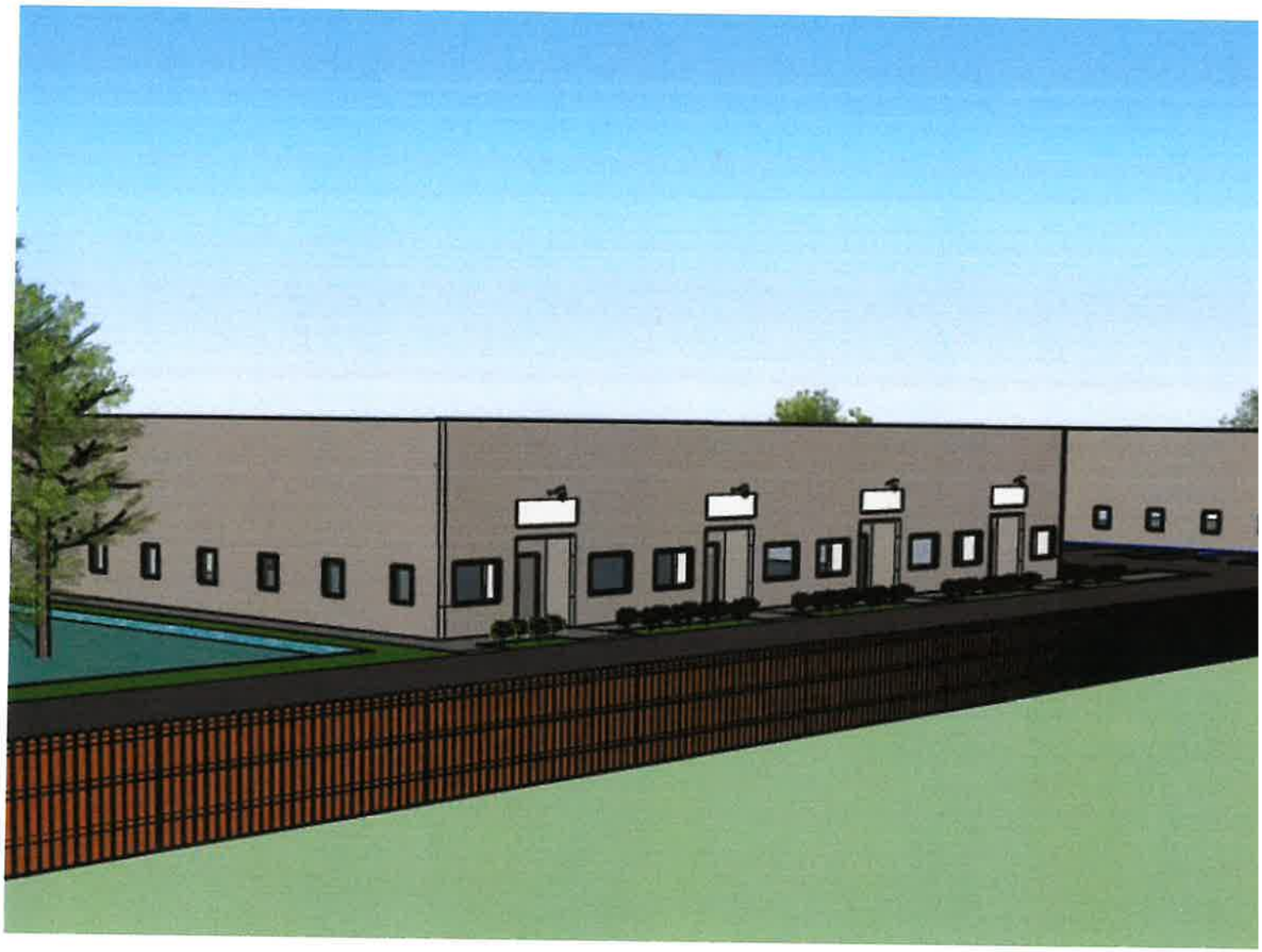
Attachment: 2025-091 ATTH 01 (Maps) (4530 : 2025-091 ORD rezoning SF-1 to NS 3412 Galleria Oaks)



Attachment: 2025-091 ATTH 02 (Elevations) (4530 : 2025-091 ORD rezoning SF-1 to NS 3412 Galleria Oaks)



Attachment: 2025-091 ATTH 02 (Elevations) (4530 : 2025-091 ORD rezoning SF-1 to NS 3412 Galleria Oaks)



Attachment: 2025-091 ATTH 02 (Elevations) (4530 : 2025-091 ORD rezoning SF-1 to NS 3412 Galleria Oaks)

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: 2025-091 Goals & Perspectives (4530 : 2025-091 ORD rezoning SF-1 to NS 3412 Galleria Oaks)

Z-25-6

ORDINANCE NO. 2025-091

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, MARTHA S. PACE SUBDIVISION, LOCATED AT 3412 GALLERIA OAKS DRIVE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-1 TO PLANNED DEVELOPMENT-NEIGHBORHOOD SERVICE; 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, Martha S. Pace Subdivision, located at 3412 Galleria Oaks Drive,** in the City of Texarkana, Bowie County, Texas, from **Single Family-1 to Planned Development-Neighborhood Service**; 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-1 to Planned Development-Neighborhood Service on Lot 2, Martha S. Pace Subdivision, located at 3412 Galleria Oaks Drive** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicants agreed to amend the application from **Single Family-1 to Planned Development-Neighborhood Service**; 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-1 to Planned Development-Neighborhood Service** 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 **Lot 2, Martha S. Pace Subdivision, located at 3412 Galleria Oaks Drive** in the City of Texarkana,

Attachment: 2025-091 ORD rez 3412 Galleria Oaks signed (4530 : 2025-091 ORD rezoning SF-1 to NS 3412 Galleria Oaks)

Bowie County, Texas, from **Single Family-1 to Planned Development-Neighborhood Service.**

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:40 p.m.

Attachment: 2025-091 ORD rez 3412 Galleria Oaks signed (4530 : 2025-091 ORD rezoning SF-1 to NS 3412 Galleria Oaks)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 6/3/2025 5:08 PM

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

Subject: Ordinance No. 2025-092 rezoning on an approximate 6.11-acre tract of land (being Tract 2), F.W. Schifflin HRS, A-928, located at 5825 Pleasant Grove Road (Ward 5) from Single Family-1 to Single Family-2. Andy Rayburn, owner, and Brad Meador, 2B Builders, agent. (A 3/4 vote will be required by the City Council to approve this request).

Briefing: 7/14/2025 **Public Hearing:** 7/14/2025 **Council Vote:** 7/14/2025

Item Schedule

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

Updates/History of Briefing:

The application for rezoning from Single Family-1 to Single Family-2 was denied by the Planning and Zoning Commission due to the increased density by the smaller lot sizes being non-conforming to the area. Planning and Zoning Commission recommended that the developer move forward with the existing SF-1 zoning for the continuity of the neighborhood.

Therefore, a 3/4 vote will be required by City Council to approve this request.

Executive Summary and Background Information:

This is a request by Andy Rayburn, owner, and Brad Meadors, 2B Builders, agent, to rezone on an approximate 6.11-acre tract of land (being Tract 2) F.W Schifflin HRS, A-928, located at 5825 Pleasant Grove Road from Single Family-1 to Single Family-2.

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

The adjacent zoning is Single Family-1 to the north, east and west and outside the city limits to the south. The adjacent land use is residences to the north, east and west, and outside the city limits residence to the south.

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:

Denied

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend for approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously denied this application for zoning change.

Advisory Board/Committee Meeting Date and Minutes:

June 2, 2025

Attachments

a. 2025-092 ORD denying rezoning 5825 Pleasant Grove Road (DOCX)
b. 2025-092 EXH 'A' (Legal Description) (PDF)
c. 2025-092 ATTH 01 (Maps) (PDF)
d. 2025-092 ATTH 02 (Site plan) (PDF)
e. 2025-092 ATTH 03 (Letter of Opposition) (PDF)
f. 2025-092 Goals & Perspectives (DOCX)
g. 2025-092 ORD rez 5825 PG Rd signed (PDF)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	06/03/2025 4:30 PM
Public Works Department	Dusty Henslee	Reviewer	Completed	06/04/2025 10:04 AM
City Manager	David Orr	Reviewer	Completed	06/05/2025 7:53 AM
City Council	Jennifer Evans	Meeting	Completed	06/09/2025 6:00 PM

Meeting History

06/09/25	City Council	MOVED FORWARD	Next: 07/14/25

Z-25-10

ORDINANCE NO. 2025-092

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 6.11-ACRE TRACT OF LAND (BEING TRACT 2) F.W SCHIFFLIN HRS, A-928, LOCATED AT 5825 PLEASANT GROVE ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-1 TO SINGLE FAMILY-2; 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 6.11-acre tract of land (being Tract 2) F.W Schifflin HRS, A-928 (EXH 'A'), located at 5825 Pleasant Grove Road,** in the City of Texarkana, Bowie County, Texas, from **Single Family-1 to Single Family-2**; 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 denial of the application for rezoning from Single Family-1 to Single Family-2 on an approximate 6.11-acre tract of land (being Tract 2) F.W Schifflin HRS, A-928 (EXH 'A'), located at 5825 Pleasant Grove 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 **Single Family-1 to Single Family-2**; 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-1 to Single Family-2**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 6.11-acre tract of land (being Tract 2) F.W Schifflin HRS, A-928 (EXH 'A'),**

Attachment: 2025-092 ORD denying rezoning 5825 Pleasant Grove Road (4531 : 2025-092 ORD rezoning SF-1 to SF-2 5825 Pleasant Grove Rd)

located at 5825 Pleasant Grove Road in the City of Texarkana, Bowie County, Texas, from **Single Family-1 to Single Family-2.**

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

ATTEST:

_____	_____
JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2025-092 ORD denying rezoning 5825 Pleasant Grove Road (4531 : 2025-092 ORD rezoning SF-1 to SF-2 5825 Pleasant Grove Rd)

2024-00003119 DEED Total Pages: 2

EXECUTOR'S DEED

DATE: April 3, 2024

GRANTOR: Charles Andrew Rayburn, in his capacity as Independent Executor of the Estate of Lois Rayburn, Deceased

GRANTOR'S MAILING ADDRESS: 7125 FM 559, Texarkana, Texas 75503

GRANTEE: Charles Andrew Rayburn, Individually

GRANTEE'S MAILING ADDRESS: 7125 FM 559, Texarkana, Texas 75503

CONSIDERATION: Pursuant to Letters Testamentary issued to said Charles Andrew Rayburn in Cause No. 43877 in the County Court of Bowie County, Texas, styled "In the Estate of Lois Rayburn, Deceased."

PROPERTY: In the County of Bowie and the State of Texas, to-wit:

A part of Section 14, M.E.P. & P. Ry. Co. Survey, and described as follows:
Commencing at the Northwest corner of the South 3/4ths of the SW 1/4th of said Section 14, M.E.P. & P. Ry. Co. Survey: THENCE S. 89 degs. 43 min. E. 2388.27 ft. along the NBL of the South 3/4ths of the SW 1/4th of said Section 14 to an iron pipe in the West right-of-way line of Farm-to-Mark Road No. 2878;
THENCE S. 01 deg. 20 min. W. with the West right-of-way line of said FM road 1127.86 ft. to an iron pipe, the place of beginning;
THENCE S. 01 deg. 20 mins. W. with such West right-of-way line 208.7 ft. to an iron pipe;
THENCE N. 88 deg. 40 mins. W. 208.7 ft. to an iron pipe;
THENCE N. 01 deg. 20 mins. E. 208.7 ft. to an iron pipe;
THENCE S. 88 deg. 40 mins. E. 208.7 ft. to the place of beginning, and containing one acre of land, more or less.

Grantor for the consideration grants, sells, and conveys to Grantee all of the interest of the Estate of Lois Rayburn, deceased, in 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. Said Grantor, as Independent Executor of the Estate of Lois Rayburn, deceased, binds the 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

Unofficial Copy

Attachment: 2025-092 EXH 'A' (Legal Description) (4531 : 2025-092 ORD rezoning SF-1 to SF-2 5825 Pleasant Grove Rd)

against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under said Estate.

Charles Rayburn, in his capacity as Independent Executor of the Estate of Lois Rayburn, Deceased

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF BOWIE }

This instrument was acknowledged before me on the 3 day of April, 2024, by Charles Andrew Rayburn, in his capacity as Independent Executor of the Estate of Lois Rayburn, Deceased.

Notary Public, State of Texas

DIANNE ICENHOWER
NOTARY PUBLIC
STATE OF TEXAS
ID # 439087-6
My Comm. Expires 11-12-2024

PREPARED BY:

FRIEDMAN LAW OFFICE
200 W. BROAD STREET
TEXARKANA, TX 75501

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.

2024-00003119 DEED
04/04/2024 03:43:38 PM Total Fees: $29.00

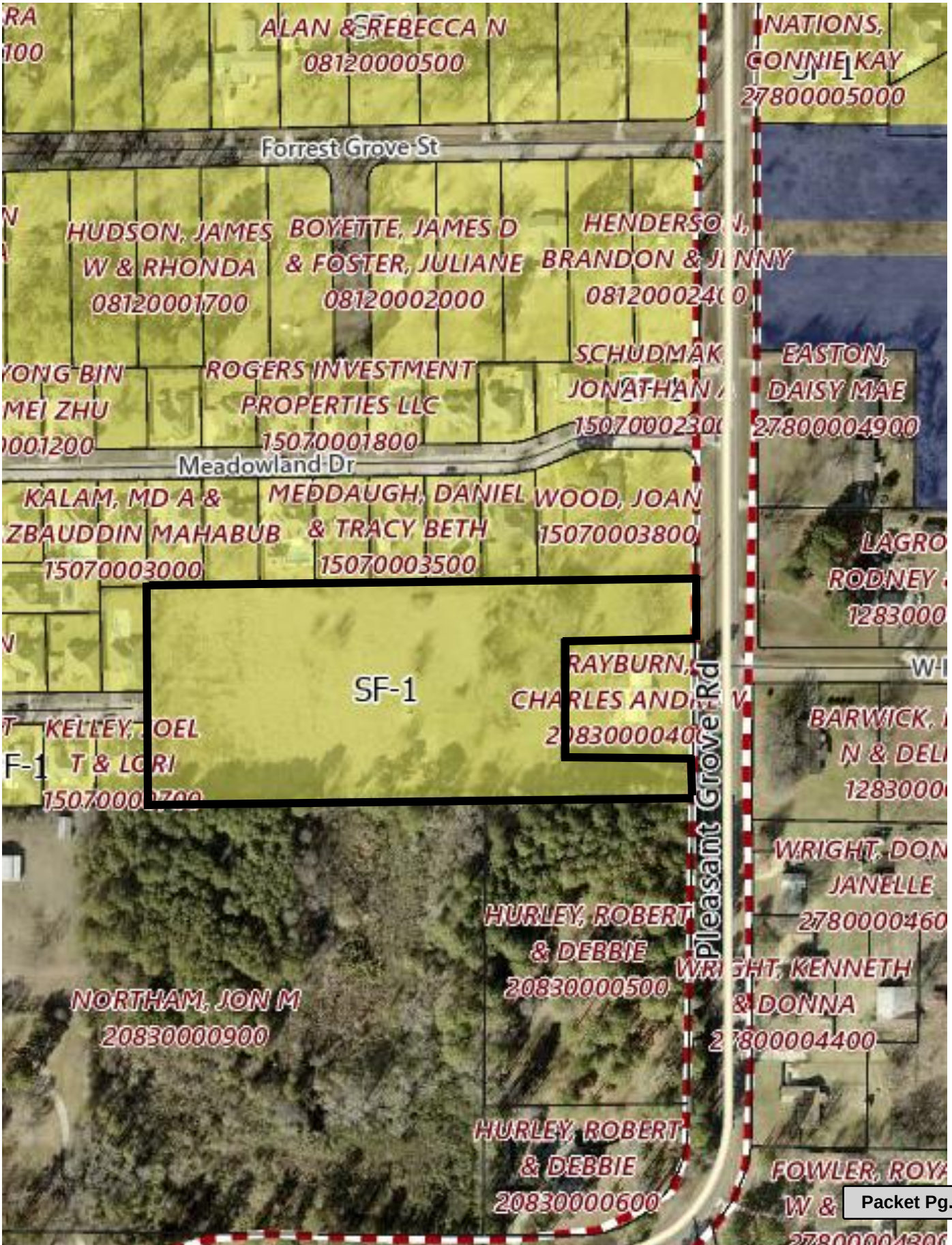
Tina Petty, County Clerk
Bowie County, Texas

Unofficial Copy

Attachment: 2025-092 EXH 'A' (Legal Description) (4531 : 2025-092 ORD rezoning SF-1 to SF-2 5825 Pleasant Grove Rd)

2025-092 ATTH 01
Z-25-10

5825 Pleasant Grove Road



Attachment: 2025-092 ATTH 01 (Maps) (4531 : 2025-092 ORD rezoning SF-1 to SF-2 5825 Pleasant Grove Rd)

2025-092 ATTH 01
Z-25-10

5825 Pleasant Grove Road



Attachment: 2025-092 ATTH 01 (Maps) (4531 : 2025-092 ORD rezoning SF-1 to SF-2 5825 Pleasant Grove Rd)

MTG

PROPOSED PROPERTY
TEXARKANA, TEXAS

0 50 100 200 Fee



Document Path: X:\2024 Projects\2024 New Projects\Sunny St Proposed Property\Proposed Property.mxd

Attachment: 2025-092 ATTH 02 (Site plan) (4531 : 2025-092 ORD rezoning SF-1 to SF-2 5825 Pleasant

2025-092 ATTH 03

TEX-Puckett, Laura

From: Garrett B. <mopar_man440@yahoo.com>
Sent: Monday, June 2, 2025 4:06 PM
To: TEX-Puckett, Laura
Subject: Opposition to rezoning on Sunny st.

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

Good Afternoon,

My name is Garrett Baker and I live at 5905 Sunny St., directly west from where the proposed change are being planned. I would like to voice my opposition to the rezoning of the near by area from SF-1 to any other zoning type *unless* the road would fully attach to Pleasant Groove Rd..
As it is now all traffic has to go through Meadowland Dr. or Turtle Creek Dr. which is already has a lot of traffic due to it being the connecting backbone to a lot of the sounding neighborhoods. Meadowland also already has some road issues and kids that ride the bus down my section of Sunny have to go to the intersection of Sunny and Meadowland to board the bus.

Along with the traffic, the unknown land/house value changes make me and my wife oppose this change. Thank you for your time and consideration on this issue.

-Garrett Baker
-5909 Sunny St.

Attachment: 2025-092 ATTH 03 (Letter of Opposition) (4531 : 2025-092 ORD rezoning SF-1 to SF-2 5825 Pleasant Grove 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: 2025-092 Goals & Perspectives (4531 : 2025-092 ORD rezoning SF-1 to SF-2 5825 Pleasant Grove Rd)

Z-25-10

ORDINANCE NO. 2025-092

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 6.11-ACRE TRACT OF LAND (BEING TRACT 2) F.W SCHIFFLIN HRS, A-928, LOCATED AT 5825 PLEASANT GROVE ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-1 TO SINGLE FAMILY-2; 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 6.11-acre tract of land (being Tract 2) F.W Schifflin HRS, A-928 (EXH 'A'), located at 5825 Pleasant Grove Road,** in the City of Texarkana, Bowie County, Texas, from **Single Family-1 to Single Family-2**; 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 denial of the application for rezoning from Single Family-1 to Single Family-2 on an approximate 6.11-acre tract of land (being Tract 2) F.W Schifflin HRS, A-928 (EXH 'A'), located at 5825 Pleasant Grove 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 **Single Family-1 to Single Family-2**; 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-1 to Single Family-2**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 6.11-acre tract of land (being Tract 2) F.W Schifflin HRS, A-928 (EXH 'A'),**

Attachment: 2025-092 ORD rez 5825 PG Rd signed (4531 : 2025-092 ORD rezoning SF-1 to SF-2 5825 Pleasant Grove Rd)

located at 5825 Pleasant Grove Road in the City of Texarkana, Bowie County, Texas, from **Single Family-1 to Single Family-2.**

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

7:04 p.m.

Attachment: 2025-092 ORD rez 5825 PG Rd signed (4531 : 2025-092 ORD rezoning SF-1 to SF-2 5825 Pleasant Grove Rd)

2024-00003119 DEED Total Pages: 2

EXECUTOR'S DEED

DATE: April 3, 2024

GRANTOR: Charles Andrew Rayburn, in his capacity as Independent Executor of the Estate of Lois Rayburn, Deceased

GRANTOR'S MAILING ADDRESS: 7125 FM 559, Texarkana, Texas 75503

GRANTEE: Charles Andrew Rayburn, Individually

GRANTEE'S MAILING ADDRESS: 7125 FM 559, Texarkana, Texas 75503

CONSIDERATION: Pursuant to Letters Testamentary issued to said Charles Andrew Rayburn in Cause No. 43877 in the County Court of Bowie County, Texas, styled "In the Estate of Lois Rayburn, Deceased."

PROPERTY: In the County of Bowie and the State of Texas, to-wit:

A part of Section 14, M.E.P. & P. Ry. Co. Survey, and described as follows:
Commencing at the Northwest corner of the South 3/4ths of the SW 1/4th of said Section 14, M.E.P. & P. Ry. Co. Survey: THENCE S. 89 degs. 43 min. E. 2388.27 ft. along the NBL of the South 3/4ths of the SW 1/4th of said Section 14 to an iron pipe in the West right-of-way line of Farm-to-Mark Road No. 2878;
THENCE S. 01 deg. 20 min. W. with the West right-of-way line of said FM road 1127.86 ft. to an iron pipe, the place of beginning;
THENCE S. 01 deg. 20 mins. W. with such West right-of-way line 208.7 ft. to an iron pipe;
THENCE N. 88 deg. 40 mins. W. 208.7 ft. to an iron pipe;
THENCE N. 01 deg. 20 mins. E. 208.7 ft. to an iron pipe;
THENCE S. 88 deg. 40 mins. E. 208.7 ft. to the place of beginning, and containing one acre of land, more or less.

Grantor for the consideration grants, sells, and conveys to Grantee all of the interest of the Estate of Lois Rayburn, deceased, in 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. Said Grantor, as Independent Executor of the Estate of Lois Rayburn, deceased, binds the 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

Unofficial Copy

Attachment: 2025-092 ORD rez 5825 PG Rd signed (4531 : 2025-092 ORD rezoning SF-1 to SF-2 5825 Pleasant Grove Rd)

against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under said Estate.

Charles Rayburn, in his capacity as Independent Executor of the Estate of Lois Rayburn, Deceased

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF BOWIE }

This instrument was acknowledged before me on the 3 day of April, 2024, by Charles Andrew Rayburn, in his capacity as Independent Executor of the Estate of Lois Rayburn, Deceased.

Notary Public, State of Texas

DIANNE ICENHOWER
NOTARY PUBLIC
STATE OF TEXAS
ID # 439087-6
My Comm. Expires 11-12-2024

PREPARED BY:

FRIEDMAN LAW OFFICE
200 W. BROAD STREET
TEXARKANA, TX 75501

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.

2024-00003119 DEED
04/04/2024 03:43:38 PM Total Fees: $29.00

Tina Petty, County Clerk
Bowie County, Texas

Unofficial Copy

Attachment: 2025-092 ORD rez 5825 PG Rd signed (4531 : 2025-092 ORD rezoning SF-1 to SF-2 5825 Pleasant Grove Rd)

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 7/10/2025 11:05 AM

Lead Department: City Attorney **Action Officer:** Jeffery Lewis,

Subject: Ordinance No. 2025-103 amending natural gas residential and commercial rate schedules authorized in Ordinance No. 2022-004 and ordering the rates to be charged by Summit Utilities Arkansas, Inc., for natural gas and natural gas service to the City's residential and commercial customers.

Briefing: 7/14/2025 **Public Hearing:** 7/14/2025 **Council Vote:** 7/14/2025

Item Schedule
Schedule 3: No briefing required (one week)

Updates/History of Briefing:

All dates 2025:

March 10 Summit filed its Statement of Intent with the City to change its rate schedules and tariffs, proposing an effective date of May 1.

April 14 Res. No. 2025-023: after public hearing, the City Council suspended the May 1 effective date as authorized by Texas law; the suspension period ends on July 30 and resets Summit's proposed effective date to July 31.

May 12 Second public hearing on proposed rate increase required by City Charter; public hearing continued in progress at Summit's request to June 9.

May 30 Summit submission of the following documentation:

- https://www.texarkanatexas.gov/DocumentCenter/View/10880/SUA-Executive-Summary
- https://www.texarkanatexas.gov/DocumentCenter/View/10864/2022-SUA-Annual-Report-Resubmission---FINAL
- https://www.texarkanatexas.gov/DocumentCenter/View/10865/2022-SUA-Trial-Balance
- https://www.texarkanatexas.gov/DocumentCenter/View/10866/2023-SUA-Annual-Report-Resubmission---FINAL
- https://www.texarkanatexas.gov/DocumentCenter/View/10867/2023-SUA-Trial-Balance
- https://www.texarkanatexas.gov/DocumentCenter/View/10868/2024-Distribution-Annual-Report-SUA-TX-FINAL-SIGNED
- https://www.texarkanatexas.gov/DocumentCenter/View/10869/2024-SUA-Trial-Balance
- https://www.texarkanatexas.gov/DocumentCenter/View/10871/SUA-Texas-2024-Actuals-v-2025-Plan
- https://www.texarkanatexas.gov/DocumentCenter/View/10872/SUA-TEX-Additions-2022-2024-By-Project
- https://www.texarkanatexas.gov/DocumentCenter/View/10875/SUA-TX-Plant-and-Depr-by-Asset-Group
- https://www.texarkanatexas.gov/DocumentCenter/View/10873/SUA-TX-Rate-Model-SOI_FINAL
- https://www.texarkanatexas.gov/DocumentCenter/View/10876/SUA-TX-Revenue-Requirement-Model-for-TY-2023-2024_FINAL
- https://www.texarkanatexas.gov/DocumentCenter/View/10877/TX-City-Council-Questions

- https://www.texarkanatexas.gov/DocumentCenter/View/10878/TX-OM-Plant-Depreciation-Analysis

June 9 Continuation of public hearing: agenda packet included hyperlinked Summit-submitted May 30 documentation for public and councilmembers' access [**ATTH 02**]; Summit delivered a presentation; public hearing continued in progress to July 14.

Executive Summary and Background Information:

Upon review of the submitted Summit documentation, it appears to City staff that Summit made an effort to isolate Texarkana, Texas-specific information (including Railroad Commission distribution annual reports from 2022-24) as required by the City Charter, together with non-isolated information for 2022-24 cost modeling and projected 2024 year-end expenses and revenues to support 2025 projections, Texas comparison between actuals and planned figures across revenue and capital to highlight expected changes and drivers for the requested rate increase, a detailed spreadsheet of infrastructure projects added in Texas during 2022–2024 (although Texarkana-specific rows not clearly flagged), macro-level support for revenue requirements pertaining to Texas assets broken down to net plant and accumulated depreciation by asset class (again, not city-specific), a revenue deficiency summary specific to the four Texas cities, and a rate model for the four Texas cities including a specific model for Texarkana (which appears to refer to an Arkansas methodology) [this overview is not intended to be an exhaustive summary of the Summit-submitted information].

Even though granular-specific inputs pertaining directly to Texarkana, Texas, could be difficult to discern with precision in the SUA documentation, City staff submits that when augmenting Summit documentation of increases in plant investment and operational costs with recognition of passage of time since the last substantive rate increase approved in 2017* and cumulative inflation, that a base rate increase—proportional to documented cost increases—is warranted to preserve safe and reliable gas service. (*Ordinance No. 2017-083 [Aug. 28, 2017], 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, readopted, as proposed by Summit, by Ordinance No. 2022-004 [Feb. 14, 2025] except for deleting defunct riders given the elimination of said riders from the Arkansas tariff structure.)

Regarding Summit's proposed BDA and SSER riders, after concerns by City staff were raised and discussed, and after additional intervention by the City Manager and City Attorney with Summit's representatives, Summit submitted for review, on June 24, 2025, an alternative CPI rider in lieu of its proposed BDA and SSER riders; and with additional refinements recommended by the City Manager, Summit has agreed to submit a revised alternative rider for annual adjustment of base rates **[ATTH 01]** relying on consumer price indexing similar in concept to other City contracts:

Indexing: utilizes Core CPI which excludes energy and food prices; Core CPI strikes an appropriate balance to insulate rates from food and energy shocks while still allowing for a reasonable inflation index for Summit.

Application: adjustment of listed base components and also listing of components not impacted; and all adjustments subject to the ceiling in the City's Natural Gas Franchise Ordinances.

Applicability: CPI adjustment applies to three rate schedules --- residential, SCS-1, LCS-1.

Filing: Summit must submit revised tariff sheets by November 1 of each year for City Council consideration and action during the regular December meeting.

Sunset: the adjustment mechanism will not remain in effect until new base rates are proposed; rather, it will expire four years after the effective date of the first rate adjustment unless reauthorized or amended by ordinance of the City Council.

On July 9, 2025, Summit emailed to the City Manager and City Attorney a revised "redline" file removing references to the proposed BDA and SSER riders and substituting with the proposed CPI rider; the "redline" file is accessed at this link: https://texarkanatexas.gov/DocumentCenter/View/10903/Texas-Rates-Redlines-Updated

Potential Options:

Approve, decline to approve, or modify the proposed ordinance; or deny the proposed rate increase.

Fiscal Implications:

Refer to ordinance recitals detailing Texarkana customer monthly averages and Summit revenue increase amounts and percentage increases relative to Texarkana customers.

Staff Recommendation:

Staff recommends approval of the proposed ordinance; that is, approving Summit's proposed base rate increase and rider schedules—including CPI rider but excluding BDA and SSER riders—based on the following analysis: while the City Council retains full authority to deny Summit's request, doing so would likely trigger a contested rate case before the Railroad Commission of Texas, an action that would entail substantial legal fees and consultant costs, which would ultimately be passed through to ratepayers; the City Council, in Resolution No. 2025-023, intuited that some rate increase was likely warranted, given that the last substantive base rate adjustment occurred more than eight years ago; the materials submitted by Summit, while not reflecting the depth and granularity typically found in a contested rate filing, nonetheless support Summit's contention that its cost of service has materially increased since assuming the City's natural gas franchise; Summit agreed to withdraw its proposed BDA and SSER riders—which raised structural and policy concerns—in favor of a CPI adjustment rider that utilizes Core CPI, a more stable and appropriate inflation index that insulates customers from the volatility of food and energy costs while allowing the utility to recover reasonable inflation-driven increases; and the City's Natural Gas Franchise Ordinances provide an additional layer of customer protection by ensuring that rates in Texarkana, Texas, do not exceed those imposed on Arkansas-side customers as approved by the Arkansas Public Service Commission, thereby protecting the City's ratepayers from regional rate disparities.

Advisory Board/Committee Review:

None.

Board/Committee Recommendation:

Not applicable.

Advisory Board/Committee Meeting Date and Minutes:

Not applicable.

Attachments

a. 2025-103 ORD SUA nat gas tariffs I & II v07092025 (DOCX)
b. 2025-103 ATTH 01 CPI rider(PDF)
c. 2025-103 ATTH 02 6-9-25 CC briefing (PDF)
d. 2025-103 Goals & Perspectives (DOCX)
e. 2025-103 ORD Summit rates amd ORD 2022-004 signed (PDF)

Staff Coordination

City Attorney	Jeffery C. Lewis	Department Head Review	Completed	07/09/2025 3:05 PM
Finance Department	Kristin Peeples	Review	Completed	07/11/2025 12:37 PM
City Manager	David Orr	City Manager Review	Completed	07/11/2025 3:17 PM
City Council	Jennifer Evans	Meeting	Completed	07/14/2025 6:00 PM

Meeting History

ORDINANCE NO. 2025-103

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING NATURAL GAS RESIDENTIAL AND COMMERCIAL RATE SCHEDULES—TARIFF SECTIONS PART I RATE SCHEDULES AND PART II RIDER SCHEDULES—AUTHORIZED IN ORDINANCE NO. 2022-004; ORDERING THE RATES TO BE CHARGED BY SUMMIT UTILITIES ARKANSAS, INC., FOR NATURAL GAS AND NATURAL GAS SERVICE TO RESIDENTIAL AND COMMERCIAL CUSTOMERS WITHIN THE CITY OF TEXARKANA, TEXAS; PROVIDING FOR REPEALER, SUPERSEDING, AND SEVERABILITY CLAUSES; CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Texas Gas Utility Regulatory Act ("GURA"), specifically Chapters 103 and 104 of the Texas Utilities Code, the City of Texarkana, Texas, is a regulatory authority with exclusive original jurisdiction over the rates, operations, and services of a natural gas utility within the municipality; 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 the right to enter upon the public ways to install, operate, and maintain a distribution system along, across, over and under the public ways 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;

Attachment: 2025-103 ORD SUA nat gas tariffs I & II v07092025 (4554 : 2025-103 ORD ordering Summit gas rates [amendi Ord 2022-004])

- 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

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, as detailed in Ordinance No. 2022-003, Summit Utilities Arkansas, Inc. (SUA), succeeded CERC as the non-exclusive franchise holder to provide natural gas to the City of Texarkana, Texas; and

WHEREAS, as detailed in Ordinance No. 2022-004, SUA proposed and the City Council readopted the natural gas rates tariff approved in Ordinance No. 2017-083 except for deleting defunct riders given the elimination of said riders from the Arkansas tariff structure; and

WHEREAS, SUA filed a Statement of Intent with the City on March 10, 2025, to change its rate schedules and tariffs, 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: 2025-103 ORD SUA nat gas tariffs I & II v07092025 (4554 : 2025-103 ORD ordering Summit gas rates [amendi Ord 2022-004])

- SUA submitted with its Statement of Intent Exhibit A - Order No. 12 of the Arkansas Public Service Commission ("Arkansas PSC"), Docket 23-079-U, Doc. 215, filed and signed Nov. 21, 2024, Exhibit B - one-page revision list and over 100 pages of "clean" proposed Tariffs Sections, — revised "Part I Rate Schedules" and "Part II Rider Schedules" (noting no change to Part III Policy Schedules - Standard Rules and Regulations), and Exhibit C - 96 pages of "redlined" tariffs from Part I and Part II; and

WHEREAS, as detailed in Resolution No. 2025-023 [April 14, 2025], incorporated herein by reference for all purposes, the City Council suspended the May 1 effective date as authorized by Texas law:

- while the City Council intuited that some form of rate increase might be warranted since current rates date back to 2017, SUA did not provide the Council with audited financials or work papers when filing its Statement of Intent on March 10, 2025;

- in its initial presentation to the Council on March 10, 2025, SUA misperceived that the rate-making process in Arkansas served as a "proxy" for Texas customers rather than a rate ceiling "to prevent discrimination in rates for services of the Company between the City of Texarkana, Texas and the City of Texarkana, Arkansas" per the City's Natural Gas Franchise Ordinances;

- the City Council made the preliminary determination that insufficient evidence had been submitted to the Council to establish that SUA's proposed rates for Texas customers were just and reasonable, expressed concerns with SUA's proposed BDA and SSER riders, and suspended SUA's proposed effective date for ninety days after Summit's proposed effective date;

- the City Council requested that SUA produce adequate data from which the City may make a reasonable determination of its rate base, expenses, investment, and rate of return in the City, and requested various financial and other documents from which to make such determination;

- the suspension period ends on July 30, 2025, and resets Summit's proposed effective date to July 31, 2025; and

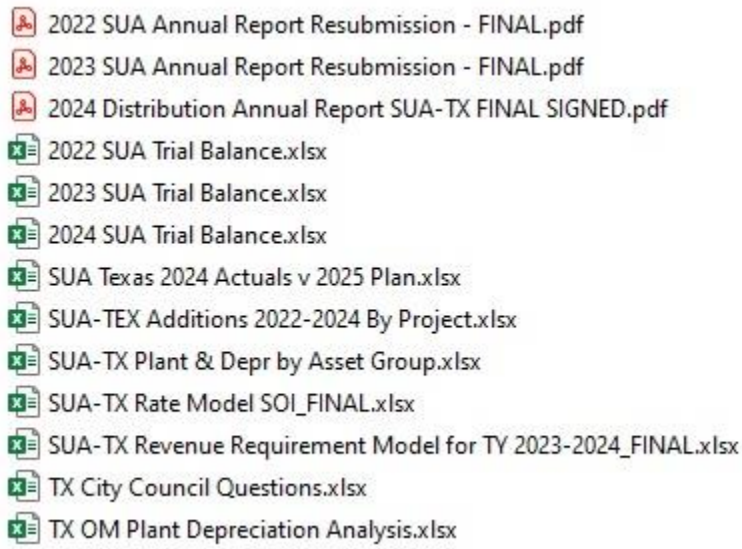
WHEREAS, Summit published on May 25, 2025, June 1, 2025, June 8, 2025, and June 15, 2025, a revised newspaper notice with information on monthly averages of bill increases for four Texas cities corresponding to Summit's email to customers on or about March 14, 2025; and

	Average Customer Counts			Revenue	Monthly Avg.	Revenue
	Residential	SCS-1	TSO	Increase $	Res Increase $	Increase %
Texarkana	9047	1422	4	$ 2,008,845	$16.20	25.6%
Wake Village	1532	63	0	$ 277,822	$15.47	31.6%
Nash	430	77	1	$ 94,617	$14.84	23.8%
Redwater	116	19	0	$ 22,399	$16.19	28.6%

Attachment: 2025-103 ORD SUA nat gas tariffs I & II v07092025 (4554 : 2025-103 ORD ordering Summit gas rates [amendi Ord 2022-004])

WHEREAS, as mandated by the City Charter, the City Council held a subsequent public hearing pertinent to SUA's proposed rate increase on May 12, 2025, continued in progress at SUA's request to June 9, 2025, thereafter continued in progress to and concluding on July 14, 2025; and

WHEREAS, on May 30, 2025, Summit submitted to the City electronically the following documentation, later supplemented with an executive summary, all hyperlinked for public and councilmembers' access in the agenda packet for the regular meeting of the City Council held on June 9, 2025, which Summit contended supported its proposed base rate increase; and



WHEREAS, upon review of the submitted SUA documentation, it appears to City staff and the City Council that Summit made an effort to isolate Texarkana, Texas-specific information (including Railroad Commission distribution annual reports from 2022-24) as required by the City Charter, together with non-isolated information for 2022-24 cost modeling and projected 2024 year-end expenses and revenues to support 2025 projections, Texas comparison between actuals and planned figures across revenue and capital to highlight expected changes and drivers for the requested rate increase, a detailed spreadsheet of infrastructure projects added in Texas during 2022–2024 (although Texarkana-specific rows not clearly flagged), macro-level support for revenue requirements pertaining to Texas assets broken down to net plant and accumulated depreciation by asset class (again, not city-specific), a revenue deficiency summary specific to the four Texas cities, and a rate model for the four Texas cities including a specific model for Texarkana (which appears to refer to an Arkansas methodology) [this overview is not intended to be an exhaustive summary of the SUA submitted information]; and

WHEREAS, even though granular-specific inputs pertaining directly to Texarkana, Texas, could be difficult to discern with precision in some of the SUA documentation, the City Council finds and determines, when augmenting SUA documentation of increases in plant investment and operational costs with recognition of passage of time since the 2017 ratemaking and cumulative inflation, that a base rate increase—proportional to documented cost increases—is warranted to preserve safe and reliable gas service [this finding only pertains only to base rate adjustments, not SUA's proposed BDA and SSER riders]; and

Attachment: 2025-103 ORD SUA nat gas tariffs I & II v07092025 (4554 : 2025-103 ORD ordering Summit gas rates [amendi Ord 2022-004])

WHEREAS, Summit advanced that the City Council approved a CERC rate structure which included a BDA rider, a true statement, but when comparing the CERC BDA rider with Summit's proposed BDA rider (which requires a reading of both the proposed Texas-specific Rider Schedule No. 6 and the Arkansas-specific Rider Schedule No. 8 which is incorporated by reference in the proposed Texas Rider Schedule No. 6), the City Council finds and determines that the proposed BDA in Texas—which references and effectively imports Arkansas methodologies—does not adequately protect customers in Texarkana, Texas, because it expands recovery categories (e.g., SSER), applies formulas and benchmarks developed for another state and not tailored to the City, lacks a local adjustment or sunset provision, minimizes regulatory safeguards present in the prior version, and consequently increases the risk of possible unjustified surcharges on Texarkana customers with limited means of review or recourse; and

WHEREAS, regarding Summit's proposed SSER rider (which requires a reading of both the proposed Texas-specific Rider Schedule No. 2 and the Arkansas-specific Rider Schedule No. 2 which is incorporated by reference in the proposed Texas Rider Schedule No. 2), even though it appears that the Arkansas PSC gave the SSER more rigorous scrutiny than the BDA, the City Council finds and determines that the proposed SSER in Texas—which again references and effectively imports Arkansas methodologies—shifts ratemaking jurisdiction from the City Council, allows automatic cost recovery and surcharges without meaningful scrutiny, and burdens ratepayers with potential overcharges, setting an unwarranted precedent bypassing Texas traditional rate-making processes that would require a utility to justify any investment—including safety upgrades—through a full rate case where transparency, prudency, and local benefits can be independently verified and evaluated; and

WHEREAS, after additional intervention by the City Manager and City Attorney with Summit's representatives, Summit submitted for review an alternative Consumer Price Index Rider on June 24, 2025; and with additional refinements recommended by the City Manager, Summit has agreed to submit for City Council approval a revision to this rider to replace the proposed BDA and SSER riders [**ATTH 01** to this Ordinance]; and

WHEREAS, City staff recommended approval of Summit's proposed base rate increase and rider schedules—including CPI rider but excluding BDA and SSER riders—based on the following analysis: while the City retains full authority to deny Summit's request, doing so would likely trigger a contested rate case before the Railroad Commission of Texas, an action that would entail substantial legal fees and consultant costs, which would ultimately be passed through to ratepayers; the City Council, in Resolution No. 2025-023, intuited that some rate increase was likely warranted, given that the last substantive base rate adjustment occurred more than eight years ago; the materials submitted by Summit, while not reflecting the depth and granularity typically found in a contested rate filing, nonetheless support Summit's contention that its cost of service has materially increased since assuming the City's natural gas franchise; Summit agreed to withdraw its proposed BDA and SSER riders—which raised structural and policy concerns—in favor of a CPI adjustment rider that utilizes Core CPI, a more stable and appropriate inflation index that insulates customers from the volatility of food and energy costs while allowing the utility to recover reasonable inflation-driven increases; and the City's Natural Gas Franchise Ordinances provide an additional layer of customer protection by ensuring that rates in Texarkana, Texas, do

Attachment: 2025-103 ORD SUA nat gas tariffs I & II v07092025 (4554 : 2025-103 ORD ordering Summit gas rates [amendi Ord 2022-004])

not exceed those imposed on Arkansas-side customers as approved by the Arkansas Public Service Commission, thereby protecting the City's ratepayers from regional rate disparities; and

WHEREAS, the City Council concurs that City staff's analysis and recommendation demonstrates a balanced resolution and that approval of the proposed rates with the added customer protections is in the public interest and ensures continuation of natural gas service within the City; and

WHEREAS, by this Ordinance, the City Council intends to amend Tariff Sections Part I Rate Schedules and Part II Rider Schedules contained in Ordinance No. 2022-004 by adopting SUA's submission on March 10, 2025, but only with the following qualifications and deletions:

- Amend and replace Tariff Section Part I Rate Schedules as set out in Section 1a of this Ordinance, subject to deletions of references to SSER and BDA riders as set out in Section 1b of this Ordinance;

- Amend and replace Tariff Section Part II Rider Schedules, excluding the following schedules—Rider Schedule No. 2, Sheet No. 2-2.1/1, Title: SYSTEM SAFETY ENHANCEMENT RIDER (SSER); and Rider Schedule No. 6, Sheet No. 2-6.1/1, Title: BILLING DETERMINANT ADJUSTMENT RIDER (BDA)—as set out in Section 1b of this Ordinance;

- Tariff Section Part II Rider Schedules shall include the Consumer Price Index Rider [**ATTH 01** to this Ordinance], together with corresponding additions of references to the CPI rider included in Tariff Section Part I Rate Schedules; and

- Continue with no change Tariff Section Part III Policy Schedules - Standard Service Rules and Regulations.

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

SECTION 1. The residential and commercial rate schedules for natural gas and natural gas service to residential and commercial customers within the City of Texarkana, Texas, authorized in Ordinance No. 2022-004, are amended as follows:

a. Tariff Section Part I Rate Schedules are replaced with the respective SUA-submitted revisions on March 10, 2025, subject to deletions of references to BDA and SSER riders [see subsection 1b];

b. Tariff Section Part II Rider Schedules are replaced with the respective SUA-submitted revisions on March 10, 2025, excepting — and the City Council does not adopt — Rider Schedule No. 2, Sheet No. 2-2.1/1, Title: SYSTEM SAFETY ENHANCEMENT RIDER (SSER), and Rider Schedule No. 6, Sheet No. 2-6.1/1, Title: BILLING DETERMINANT ADJUSTMENT RIDER (BDA); and

Attachment: 2025-103 ORD SUA nat gas tariffs I & II v07092025 (4554 : 2025-103 ORD ordering Summit gas rates [amendi Ord 2022-004])

c. The Consumer Price Index Rider [ATTH 01 to this Ordinance] shall be added to Tariff Section Part II Rider Schedules, together with corresponding additions of references to the CPI Rider included in Tarriff Section Part I Rate Schedules.

This Ordinance makes no change to Tariff Section Part III Policy Schedules - Standard Service Rules and Regulations adopted by Ordinance No. 2022-004.

SECTION 2. The tariff sheets approved in Section 1 of this Ordinance shall become effective with bills rendered on or after July 31, 2025. On or before July 25, 2025, SUA is ordered to issue and file with the City Secretary of the City of Texarkana, Texas, the following:

a. tariff sheets that incorporate the authorized rate schedules per Section 1a and 1c of this Ordinance and otherwise match Tariff Section Part I [Rate Schedules] tariff sheets submitted by SUA to the City on March 10, 2025, subject to deletions and additions required by Section 1 of this Ordinance; and each tariff sheet must display the applicable effective date and must include residential and commercial rate schedules consistent with Section 1 of this Ordinance.

b. rider schedules that incorporate the authorized rider schedules per Section 1b of this Ordinance and otherwise match Tariff Section Part II [Rider Schedules] tariff sheets submitted by SUA to the City on March 10, 2025; each schedule must display the applicable effective date and must be identical to the original submissions consistent with Section 1b of this Ordinance; provided, however, that SUA shall make the following changes as required by Sections 1b and 1c of this Ordinance:

   i. Deletion of the following riders:

      Rider Schedule No. 2, Sheet No. 2-2.1/1,
      Title: SYSTEM SAFETY ENHANCEMENT RIDER (SSER); and

      Rider Schedule No. 6, Sheet No. 2-6.1/1,
      Title: BILLING DETERMINANT ADJUSTMENT RIDER (BDA).

   ii. Inclusion of the Consumer Price Index Rider [ATTH 01 to this Ordinance].

c. (resubmit) Tariff Section Part III [Standard Service Rules and Regulations], adopted by Ordinance No. 2022-004, substance unchanged, each sheet containing the applicable effective date of January 10, 2022, as established by Section 4 of Ordinance No. 2022-004.

The rates, rate schedules, and rider schedules ordered in Section 1 of this Ordinance and described in Section 2 of this Ordinance to be filed with the City, subject to review and conforming approval to this Ordinance by the City Manager and City Attorney prior to being deemed officially filed, are hereby adopted, established, and authorized as proper, reasonable, and lawful rates for such natural gas service; and such rates, rate schedules, and ride schedules are to be observed by SUA, its successors and assigns, until changed as provided by the GURA except as otherwise authorized by this Ordinance.

Attachment: 2025-103 ORD SUA nat gas tariffs I & II v07092025 (4554 : 2025-103 ORD ordering Summit gas rates [amendi Ord 2022-004])

SECTION 3. This Ordinance, determining the level of rates to be charged and applied by SUA, shall be served upon SUA by United States Mail.

SECTION 4. Although the tariff materials that SUA submitted on March 10, 2025, reference other Texas municipalities, nothing in this Ordinance should be construed as the City Council exercising any jurisdiction or authority on behalf of said municipalities in approving tariffs, rates, or rate schedules for those municipalities; no such jurisdiction nor authority has been extended to the City, and such should not be inferred.

SECTION 5. All applications and motions to intervene in this matter, if any, however designated, are hereby denied.

SECTION 6. Except as otherwise provided below, all ordinances or parts of ordinances in conflict herewith are specifically repealed or superseded to the extent of such conflict; provided, however, that nothing in this ordinance shall be construed to repeal, modify, supersede, or interpret the City's Natural Gas Franchise Ordinances, which shall also supersede and control over this ordinance in the event any part of this ordinance shall be declared to be in conflict or noncompliant with the City's Natural Gas Franchise Ordinances.

SECTION 7. If any portion of the rates or service charges established herein shall be declared invalid for any reason, the invalidity hereof shall in no manner affect the validity and enforcement of the remainder of such rates for service charges.

SECTION 8: 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 9: 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 July, 2025.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2025-103 ORD SUA nat gas tariffs I & II v07092025 (4554 : 2025-103 ORD ordering Summit gas rates [amendi Ord 2022-004])

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-2.1/3

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 2

Title: CONSUMER PRICE INDEX RIDER (CPI)

Effective: TBD

2. **CONSUMER PRICE INDEX RIDER ("CPI")**

2.1. The purpose of this rider is to adjust the authorized base rates annually to reflect changes in inflation as measured by the Core Consumer Price Index (Core CPI), not seasonally adjusted, as published by the U.S. Bureau of Labor Statistics.

2.2. Adjusted rates shall become effective each year on January 1, beginning January 1, 2026.

2.3 CALCULATION OF THE CPI:

2.3.1 Index and Measurement Period: The inflation adjustment shall be based on the annual percentage change in the Core Consumer Price Index Core CPI), U.S. City Average, Not Seasonally Adjusted, as published by the U.S. Bureau of Labor Statistics. The Core CPI change shall be calculated using the index values for June of the current year compared to June of the prior year.

2.3.2 Application of Core CPI Adjustment: The following base rate components shall be adjusted annually:

a. Monthly Customer Charge
b. Volumetric Charges per Ccf or per MMBtu

2.3.3 Calculation Formula:

CPI = $R_{t+1} = R_t \, x \, (1+\Delta_{CPI})$

Where: R_t = Current Rate in effect

Attachment: 2025-103 ATTH 01 CPI rider (4554 : 2025-103 ORD ordering Summit gas rates [amendi Ord 2022-004])

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-2.2/3

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 2

Title: CONSUMER PRICE INDEX RIDER (CPI)

Effective: TBD

ΔCPI = Annual Core CPI change calculated as:

$$\Delta_{CPI} = \frac{CPI\ June, Current\ Year - CPI\ June, Prior\ Year}{CPI\ June, Prior\ Year}$$

2.3.4 In no event shall the base rates decrease below the amount established the previous year.

By way of example and not limitation, the CPI Adjustment Rider shall not impact return on equity, return on investment, depreciation, amortization, capital investments, plant additions, or federal/state/local taxes.

2.3.5 Adjustments, if any, shall be subject to the City's Natural Gas Franchise Ordinances—collectively, Ord. No. 335-84, as amended by Ord. No. 188-87, and Ord. No. 241-05; and in no event shall the Company/utility 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.

2.4 FILING REQUIREMENTS

The utility shall submit to the Texarkana, TX City Manager and City Council revised tariff sheets showing the new base rates as adjusted and the supporting calculations by **November 1** of each year. The submission shall include:

- The relevant Core CPI data
- The calculated percentage change
- The resulting adjusted rates

Attachment: 2025-103 ATTH 01 CPI rider (4554 : 2025-103 ORD ordering Summit gas rates [amendi Ord 2022-004])

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-2.3/3

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 2

Title: CONSUMER PRICE INDEX RIDER (CPI)

Effective: TBD

2.5 ADDITIONAL PROVISIONS

2.5.1 Sunset Provision: This CPI Adjustment Rider shall expire on January 1, 2030, unless reauthorized or amended by ordinance of the Texarkana, Texas, City Council.

2.6 APPLICABLE RATE SCHEDULES
Residential Firm Sales Service (RS-1)
Small Commercial Firm Sales Service (SCS-1)
Large Commercial Firm Service (LCS-1)

Attachment: 2025-103 ATTH 01 CPI rider (4554 : 2025-103 ORD ordering Summit gas rates [amendi Ord 2022-004])

City of Texarkana, Texas

Version: A
Update Date: 6/4/2025 4:38 PM

Briefing Sheet

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

Subject: Public Hearing Continued: Summit Utilities proposed natural gas rate increase [effective date of increase suspended by Resolution No. 2025-023 to July 31, 2025]. No council action will be required at this meeting. First public hearing was held on April 14. Second public hearing was held on May 12, but not closed. Council action on this proposal, together with City staff recommendations, will be tentatively scheduled for the July 14 regular meeting.

Updates/History of Briefing:

During the second public hearing held on May 12, Summit representatives requested that the Council continue the public hearing to allow for Summit to submit information in support of its rate increase request. Summit stated in writing that it was working diligently to provide additional information as requested in Resolution No. 2025-023 and endeavored to send the additional information ahead of the June 9 City Council meeting. On May 30, Summit delivered electronically the materials that are hyperlinked to this briefing.

Executive Summary and Background Information:

City staff has had insufficient time to review the materials delivered on May 30. Together with these materials, Summit also provided the following:

"… [H]ere is a chart that includes the information requested in the Resolution No. 2025-023 and which specific file contains information supporting this [proposed base rate increase] request.

Documentation Requested	Location
Audited or, if unavailable, unaudited financial statements; Texas-specific and Texarkana-specific revenue requirements; supporting rate base schedules and calculations.	See File: Annual Reports & SUA-TX Revenue Requirement Model, & SUA Trial Balances
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.	See File: SUA-TX Revenue Requirement Model
Historical and projected operating and maintenance expenses in Texas; major service agreements and labor-related costs; completed and proposed infrastructure investments specific to Texas; associated depreciation schedules and capital forecasts.	See File: SUA-TX Revenue Requirement Model , TX OM Plant Depreciation Analysis, SUA-TEX Additions 2022-2024 By Project, & SUA Texas 2024 Actuals v 2025 Plan
Capital structure breakdown, including debt-to-equity ratio; cost of capital analysis supporting proposed return on equity; interest rate assumptions and projected financing costs.	See File: SUA-TX Revenue Requirement Model & Schedule D-1.3 Holdco

In the SUA-TX Revenue Requirement Model for TY 2023-2024, the summary tab shows 1) a conservative estimate of what the revenue deficiency would be if there was a Texas specific rate case; 2) what the revenue deficiency is based on our proposed rate increase; and 3) a comparison of the two. The next tab, "Typical Bill Analysis", shows bill impacts using 1) average summer usage; 2)

Attachment: 2025-103 ATTH 02 6-9-25 CC briefing (4554 : 2025-103 ORD ordering Summit gas rates [amendi Ord 2022-004])

average winter usage; and 3) average annual usage. Specifically, these each show what the bill impacts would be using a Texas specific case (as shown on the summary tab) and using the proposed increase. The tabs following all support the revenue deficiency calculation of our proposal."

Potential Options:

Staff recommends further review and no action at this meeting.

Fiscal Implications:

Undetermined.

Staff Recommendation:

Staff recommends further review and no action at this meeting.

Advisory Board/Committee Review:

None.

Board/Committee Recommendation:

Not applicable.

Advisory Board/Committee Meeting Date and Minutes:

Not applicable.

Attachments

a. TX OM Plant Depreciation Analysis
b. TX City Council Questions
c. SUA TX Revenue Requirement Model for TY 2023-2024_FINAL
d. SUA-TX Plant and Depr by Asset Group
e. SUA-TX Rate Model SOI_FINAL
f. SUA-TEX Additions 2022-2024 by Project
g. SUA Texas 2024 Actuals v 2025 Plan
h. 2024 SUA Trial Balance
i. 2024 Distribution Annual Report SUA-TX FINAL SIGNED
j. 2023 SUA Trial Balance
k. 2023 SUA Annual Report Resubmission - FINAL
l. 2022 SUA Trial Balance
m. 2022 SUA Annual Report Resubmission - FINAL
n. SUA Executive Summary

Attachment: 2025-103 ATTH 02 6-9-25 CC briefing (4554 : 2025-103 ORD ordering Summit gas rates [amendi Ord 2022-004])

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 ordinance.

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 ordinance.			

Attachment: 2025-103 Goals & Perspectives (4554 : 2025-103 ORD ordering Summit gas rates [amendi Ord 2022-004])

Attachment: 2025-103 ORD Summit rates amd ORD 2022-004 signed (4554 : 2025-103 ORD ordering Summit gas rates [amendi Ord 2022-004])

ORDINANCE NO. 2025-103

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING NATURAL GAS RESIDENTIAL AND COMMERCIAL RATE SCHEDULES—TARIFF SECTIONS PART I RATE SCHEDULES AND PART II RIDER SCHEDULES—AUTHORIZED IN ORDINANCE NO. 2022-004; ORDERING THE RATES TO BE CHARGED BY SUMMIT UTILITIES ARKANSAS, INC., FOR NATURAL GAS AND NATURAL GAS SERVICE TO RESIDENTIAL AND COMMERCIAL CUSTOMERS WITHIN THE CITY OF TEXARKANA, TEXAS; PROVIDING FOR REPEALER, SUPERSEDING, AND SEVERABILITY CLAUSES; CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Texas Gas Utility Regulatory Act ("GURA"), specifically Chapters 103 and 104 of the Texas Utilities Code, the City of Texarkana, Texas, is a regulatory authority with exclusive original jurisdiction over the rates, operations, and services of a natural gas utility within the municipality; 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 the right to enter upon the public ways to install, operate, and maintain a distribution system along, across, over and under the public ways 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

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, as detailed in Ordinance No. 2022-003, Summit Utilities Arkansas, Inc. (SUA), succeeded CERC as the non-exclusive franchise holder to provide natural gas to the City of Texarkana, Texas; and

WHEREAS, as detailed in Ordinance No. 2022-004, SUA proposed and the City Council readopted the natural gas rates tariff approved in Ordinance No. 2017-083 except for deleting defunct riders given the elimination of said riders from the Arkansas tariff structure; and

WHEREAS, SUA filed a Statement of Intent with the City on March 10, 2025, to change its rate schedules and tariffs, 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: 2025-103 ORD Summit rates amd ORD 2022-004 signed (4554 : 2025-103 ORD ordering Summit gas rates [amendi Ord 2022-004])

- SUA submitted with its Statement of Intent Exhibit A - Order No. 12 of the Arkansas Public Service Commission ("Arkansas PSC"), Docket 23-079-U, Doc. 215, filed and signed Nov. 21, 2024, Exhibit B - one-page revision list and over 100 pages of "clean" proposed Tariffs Sections, — revised "Part I Rate Schedules" and "Part II Rider Schedules" (noting no change to Part III Policy Schedules - Standard Rules and Regulations), and Exhibit C - 96 pages of "redlined" tariffs from Part I and Part II; and

WHEREAS, as detailed in Resolution No. 2025-023 [April 14, 2025], incorporated herein by reference for all purposes, the City Council suspended the May 1 effective date as authorized by Texas law:

- while the City Council intuited that some form of rate increase might be warranted since current rates date back to 2017, SUA did not provide the Council with audited financials or work papers when filing its Statement of Intent on March 10, 2025;

- in its initial presentation to the Council on March 10, 2025, SUA misperceived that the rate-making process in Arkansas served as a "proxy" for Texas customers rather than a rate ceiling "to prevent discrimination in rates for services of the Company between the City of Texarkana, Texas and the City of Texarkana, Arkansas" per the City's Natural Gas Franchise Ordinances;

- the City Council made the preliminary determination that insufficient evidence had been submitted to the Council to establish that SUA's proposed rates for Texas customers were just and reasonable, expressed concerns with SUA's proposed BDA and SSER riders, and suspended SUA's proposed effective date for ninety days after Summit's proposed effective date;

- the City Council requested that SUA produce adequate data from which the City may make a reasonable determination of its rate base, expenses, investment, and rate of return in the City, and requested various financial and other documents from which to make such determination;

- the suspension period ends on July 30, 2025, and resets Summit's proposed effective date to July 31, 2025; and

WHEREAS, Summit published on May 25, 2025, June 1, 2025, June 8, 2025, and June 15, 2025, a revised newspaper notice with information on monthly averages of bill increases for four Texas cities corresponding to Summit's email to customers on or about March 14, 2025; and

	Average Customer Counts			Revenue	Monthly Avg.	Revenue
	Residential	SCS-1	TSO	Increase $	Res Increase $	Increase %
Texarkana	9047	1422	4	$ 2,008,845	$16.20	25.6%
Wake Village	1532	63	0	$ 277,822	$15.47	31.6%
Nash	430	77	1	$ 94,617	$14.84	23.8%
Redwater	116	19	0	$ 22,399	$16.19	28.6%

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WHEREAS, as mandated by the City Charter, the City Council held a subsequent public hearing pertinent to SUA's proposed rate increase on May 12, 2025, continued in progress at SUA's request to June 9, 2025, thereafter continued in progress to and concluding on July 14, 2025; and

WHEREAS, on May 30, 2025, Summit submitted to the City electronically the following documentation, later supplemented with an executive summary, all hyperlinked for public and councilmembers' access in the agenda packet for the regular meeting of the City Council held on June 9, 2025, which Summit contended supported its proposed base rate increase; and

- 2022 SUA Annual Report Resubmission - FINAL.pdf
- 2023 SUA Annual Report Resubmission - FINAL.pdf
- 2024 Distribution Annual Report SUA-TX FINAL SIGNED.pdf
- 2022 SUA Trial Balance.xlsx
- 2023 SUA Trial Balance.xlsx
- 2024 SUA Trial Balance.xlsx
- SUA Texas 2024 Actuals v 2025 Plan.xlsx
- SUA-TEX Additions 2022-2024 By Project.xlsx
- SUA-TX Plant & Depr by Asset Group.xlsx
- SUA-TX Rate Model SOI_FINAL.xlsx
- SUA-TX Revenue Requirement Model for TY 2023-2024_FINAL.xlsx
- TX City Council Questions.xlsx
- TX OM Plant Depreciation Analysis.xlsx

WHEREAS, upon review of the submitted SUA documentation, it appears to City staff and the City Council that Summit made an effort to isolate Texarkana, Texas-specific information (including Railroad Commission distribution annual reports from 2022-24) as required by the City Charter, together with non-isolated information for 2022-24 cost modeling and projected 2024 year-end expenses and revenues to support 2025 projections, Texas comparison between actuals and planned figures across revenue and capital to highlight expected changes and drivers for the requested rate increase, a detailed spreadsheet of infrastructure projects added in Texas during 2022–2024 (although Texarkana-specific rows not clearly flagged), macro-level support for revenue requirements pertaining to Texas assets broken down to net plant and accumulated depreciation by asset class (again, not city-specific), a revenue deficiency summary specific to the four Texas cities, and a rate model for the four Texas cities including a specific model for Texarkana (which appears to refer to an Arkansas methodology) [this overview is not intended to be an exhaustive summary of the SUA submitted information]; and

WHEREAS, even though granular-specific inputs pertaining directly to Texarkana, Texas, could be difficult to discern with precision in some of the SUA documentation, the City Council finds and determines, when augmenting SUA documentation of increases in plant investment and operational costs with recognition of passage of time since the 2017 ratemaking and cumulative inflation, that a base rate increase—proportional to documented cost increases—is warranted to preserve safe and reliable gas service [this finding only pertains only to base rate adjustments, not SUA's proposed BDA and SSER riders]; and

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WHEREAS, Summit advanced that the City Council approved a CERC rate structure which included a BDA rider, a true statement, but when comparing the CERC BDA rider with Summit's proposed BDA rider (which requires a reading of both the proposed Texas-specific Rider Schedule No. 6 and the Arkansas-specific Rider Schedule No. 8 which is incorporated by reference in the proposed Texas Rider Schedule No. 6), the City Council finds and determines that the proposed BDA in Texas—which references and effectively imports Arkansas methodologies—does not adequately protect customers in Texarkana, Texas, because it expands recovery categories (e.g., SSER), applies formulas and benchmarks developed for another state and not tailored to the City, lacks a local adjustment or sunset provision, minimizes regulatory safeguards present in the prior version, and consequently increases the risk of possible unjustified surcharges on Texarkana customers with limited means of review or recourse; and

WHEREAS, regarding Summit's proposed SSER rider (which requires a reading of both the proposed Texas-specific Rider Schedule No. 2 and the Arkansas-specific Rider Schedule No. 2 which is incorporated by reference in the proposed Texas Rider Schedule No. 2), even though it appears that the Arkansas PSC gave the SSER more rigorous scrutiny than the BDA, the City Council finds and determines that the proposed SSER in Texas—which again references and effectively imports Arkansas methodologies—shifts ratemaking jurisdiction from the City Council, allows automatic cost recovery and surcharges without meaningful scrutiny, and burdens ratepayers with potential overcharges, setting an unwarranted precedent bypassing Texas traditional rate-making processes that would require a utility to justify any investment—including safety upgrades—through a full rate case where transparency, prudency, and local benefits can be independently verified and evaluated; and

WHEREAS, after additional intervention by the City Manager and City Attorney with Summit's representatives, Summit submitted for review an alternative Consumer Price Index Rider on June 24, 2025; and with additional refinements recommended by the City Manager, Summit has agreed to submit for City Council approval a revision to this rider to replace the proposed BDA and SSER riders [**ATTH 01** to this Ordinance]; and

WHEREAS, City staff recommended approval of Summit's proposed base rate increase and rider schedules—including CPI rider but excluding BDA and SSER riders—based on the following analysis: while the City retains full authority to deny Summit's request, doing so would likely trigger a contested rate case before the Railroad Commission of Texas, an action that would entail substantial legal fees and consultant costs, which would ultimately be passed through to ratepayers; the City Council, in Resolution No. 2025-023, intuited that some rate increase was likely warranted, given that the last substantive base rate adjustment occurred more than eight years ago; the materials submitted by Summit, while not reflecting the depth and granularity typically found in a contested rate filing, nonetheless support Summit's contention that its cost of service has materially increased since assuming the City's natural gas franchise; Summit agreed to withdraw its proposed BDA and SSER riders—which raised structural and policy concerns—in favor of a CPI adjustment rider that utilizes Core CPI, a more stable and appropriate inflation index that insulates customers from the volatility of food and energy costs while allowing the utility to recover reasonable inflation-driven increases; and the City's Natural Gas Franchise Ordinances provide an additional layer of customer protection by ensuring that rates in Texarkana, Texas, do

not exceed those imposed on Arkansas-side customers as approved by the Arkansas Public Service Commission, thereby protecting the City's ratepayers from regional rate disparities; and

WHEREAS, the City Council concurs that City staff's analysis and recommendation demonstrates a balanced resolution and that approval of the proposed rates with the added customer protections is in the public interest and ensures continuation of natural gas service within the City; and

WHEREAS, by this Ordinance, the City Council intends to amend Tariff Sections Part I Rate Schedules and Part II Rider Schedules contained in Ordinance No. 2022-004 by adopting SUA's submission on March 10, 2025, but only with the following qualifications and deletions:

- Amend and replace Tariff Section Part I Rate Schedules as set out in Section 1a of this Ordinance, subject to deletions of references to SSER and BDA riders as set out in Section 1b of this Ordinance;

- Amend and replace Tariff Section Part II Rider Schedules, excluding the following schedules—Rider Schedule No. 2, Sheet No. 2-2.1/1, Title: SYSTEM SAFETY ENHANCEMENT RIDER (SSER); and Rider Schedule No. 6, Sheet No. 2-6.1/1, Title: BILLING DETERMINANT ADJUSTMENT RIDER (BDA)—as set out in Section 1b of this Ordinance;

- Tariff Section Part II Rider Schedules shall include the Consumer Price Index Rider [**ATTH 01** to this Ordinance], together with corresponding additions of references to the CPI rider included in Tariff Section Part I Rate Schedules; and

- Continue with no change Tariff Section Part III Policy Schedules - Standard Service Rules and Regulations.

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

SECTION 1. The residential and commercial rate schedules for natural gas and natural gas service to residential and commercial customers within the City of Texarkana, Texas, authorized in Ordinance No. 2022-004, are amended as follows:

a. Tariff Section Part I Rate Schedules are replaced with the respective SUA-submitted revisions on March 10, 2025, subject to deletions of references to BDA and SSER riders [see subsection 1b];

b. Tariff Section Part II Rider Schedules are replaced with the respective SUA-submitted revisions on March 10, 2025, excepting — and the City Council does not adopt — Rider Schedule No. 2, Sheet No. 2-2.1/1, Title: SYSTEM SAFETY ENHANCEMENT RIDER (SSER), and Rider Schedule No. 6, Sheet No. 2-6.1/1, Title: BILLING DETERMINANT ADJUSTMENT RIDER (BDA); and

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c. The Consumer Price Index Rider [ATTH 01 to this Ordinance] shall be added to Tariff Section Part II Rider Schedules, together with corresponding additions of references to the CPI Rider included in Tarriff Section Part I Rate Schedules.

This Ordinance makes no change to Tariff Section Part III Policy Schedules - Standard Service Rules and Regulations adopted by Ordinance No. 2022-004.

SECTION 2. The tariff sheets approved in Section 1 of this Ordinance shall become effective with bills rendered on or after July 31, 2025. On or before July 25, 2025, SUA is ordered to issue and file with the City Secretary of the City of Texarkana, Texas, the following:

a. tariff sheets that incorporate the authorized rate schedules per Section 1a and 1c of this Ordinance and otherwise match Tariff Section Part I [Rate Schedules] tariff sheets submitted by SUA to the City on March 10, 2025, subject to deletions and additions required by Section 1 of this Ordinance; and each tariff sheet must display the applicable effective date and must include residential and commercial rate schedules consistent with Section 1 of this Ordinance.

b. rider schedules that incorporate the authorized rider schedules per Section 1b of this Ordinance and otherwise match Tariff Section Part II [Rider Schedules] tariff sheets submitted by SUA to the City on March 10, 2025; each schedule must display the applicable effective date and must be identical to the original submissions consistent with Section 1b of this Ordinance; provided, however, that SUA shall make the following changes as required by Sections 1b and 1c of this Ordinance:

   i. Deletion of the following riders:

      Rider Schedule No. 2, Sheet No. 2-2.1/1,
      Title: SYSTEM SAFETY ENHANCEMENT RIDER (SSER); and

      Rider Schedule No. 6, Sheet No. 2-6.1/1,
      Title: BILLING DETERMINANT ADJUSTMENT RIDER (BDA).

   ii. Inclusion of the Consumer Price Index Rider [ATTH 01 to this Ordinance].

c. (resubmit) Tariff Section Part III [Standard Service Rules and Regulations], adopted by Ordinance No. 2022-004, substance unchanged, each sheet containing the applicable effective date of January 10, 2022, as established by Section 4 of Ordinance No. 2022-004.

The rates, rate schedules, and rider schedules ordered in Section 1 of this Ordinance and described in Section 2 of this Ordinance to be filed with the City, subject to review and conforming approval to this Ordinance by the City Manager and City Attorney prior to being deemed officially filed, are hereby adopted, established, and authorized as proper, reasonable, and lawful rates for such natural gas service; and such rates, rate schedules, and ride schedules are to be observed by SUA, its successors and assigns, until changed as provided by the GURA except as otherwise authorized by this Ordinance.

Attachment: 2025-103 ORD Summit rates amd ORD 2022-004 signed (4554 : 2025-103 ORD ordering Summit gas rates [amendi Ord 2022-004])

SECTION 3. This Ordinance, determining the level of rates to be charged and applied by SUA, shall be served upon SUA by United States Mail.

SECTION 4. Although the tariff materials that SUA submitted on March 10, 2025, reference other Texas municipalities, nothing in this Ordinance should be construed as the City Council exercising any jurisdiction or authority on behalf of said municipalities in approving tariffs, rates, or rate schedules for those municipalities; no such jurisdiction nor authority has been extended to the City, and such should not be inferred.

SECTION 5. All applications and motions to intervene in this matter, if any, however designated, are hereby denied.

SECTION 6. Except as otherwise provided below, all ordinances or parts of ordinances in conflict herewith are specifically repealed or superseded to the extent of such conflict; provided, however, that nothing in this ordinance shall be construed to repeal, modify, supersede, or interpret the City's Natural Gas Franchise Ordinances, which shall also supersede and control over this ordinance in the event any part of this ordinance shall be declared to be in conflict or noncompliant with the City's Natural Gas Franchise Ordinances.

SECTION 7. If any portion of the rates or service charges established herein shall be declared invalid for any reason, the invalidity hereof shall in no manner affect the validity and enforcement of the remainder of such rates for service charges.

SECTION 8: 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 9: 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 July, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

4:20 p.m.

Attachment: 2025-103 ORD Summit rates amd ORD 2022-004 signed (4554 : 2025-103 ORD ordering Summit gas rates [amendi Ord 2022-004])

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-2.1/3

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 2

Title: CONSUMER PRICE INDEX RIDER (CPI)

Effective: TBD

2. **CONSUMER PRICE INDEX RIDER ("CPI")**

2.1. The purpose of this rider is to adjust the authorized base rates annually to reflect changes in inflation as measured by the Core Consumer Price Index (Core CPI), not seasonally adjusted, as published by the U.S. Bureau of Labor Statistics.

2.2. Adjusted rates shall become effective each year on January 1, beginning January 1, 2026.

2.3 CALCULATION OF THE CPI:

2.3.1 Index and Measurement Period: The inflation adjustment shall be based on the annual percentage change in the Core Consumer Price Index Core CPI), U.S. City Average, Not Seasonally Adjusted, as published by the U.S. Bureau of Labor Statistics. The Core CPI change shall be calculated using the index values for June of the current year compared to June of the prior year.

2.3.2 Application of Core CPI Adjustment: The following base rate components shall be adjusted annually:

a. Monthly Customer Charge
b. Volumetric Charges per Ccf or per MMBtu

2.3.3 Calculation Formula:

CPI = $R_{t+1} = R_t \, x \, (1+\Delta_{CPI})$

Where: R_t = Current Rate in effect

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TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-2.3/3

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 2

Title: CONSUMER PRICE INDEX RIDER (CPI)

Effective: TBD

2.5 ADDITIONAL PROVISIONS

2.5.1 Sunset Provision: This CPI Adjustment Rider shall expire on January 1, 2030, unless reauthorized or amended by ordinance of the Texarkana, Texas, City Council.

2.6 APPLICABLE RATE SCHEDULES
Residential Firm Sales Service (RS-1)
Small Commercial Firm Sales Service (SCS-1)
Large Commercial Firm Service (LCS-1)

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