CITY OF TEXARKANA

CITY COUNCIL

MINUTES • DECEMBER 11, 2023

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	
Betty Williams	Ward 3	Present	
Christie Page	Ward 4	Present	
Cole Meador	Ward 5	Present	
Jay Davis	Ward 6	Present	

Staff Present: City Manager David Orr, Jennifer Evans, Kristin Peeples, Ross Cowling, Chris Black, Karey Parker, Dusty Henslee, Mashell Daniel, Vahil Fernandez, Chiquita Burks, Keith Beason, Kenny Icenhower, Lisa Thompson, Brooke Stone, and J.W. Bramlett.

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, January 8, 2024 at 6:00 p.m.
Monday, January 22, 2024 at 6:00 p.m.

Parks & Recreation Activities
December 13th Senior Day Out Christmas Party Southwest Center

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

Perot Theatre Event
December 16th - Christmas on Main at the Perot Theatre

Mayor Bruggeman happily welcomed new **Ward 5 Council Member Cole Meador** to his first full official council meeting.

On Monday, December 4th, the Mayor rode in the annual **Christmas Parade** with fellow Texarkana Arkansas Mayor Allen Brown, along with "Mrs. Clause" (Francine Miller) and driver, Mr. Schoen. This year, the parade was attended by the largest crowd ever seen so far. He thanked all the citizens who came out for the parade for their support.

The 7th Annual **Unsung Heroes Luncheon,** hosted by First Baptist Church, had 435 attendees on Friday, December 8th. This luncheon honored those in the community who work hard at doing important jobs - jobs that often get little recognition and thanks.

Also on Friday, December 8th, Texarkana, USA celebrated, in downtown, the **150 Year Sesquincentennial** and memorialized the celebration with burying a time capsule that will be opened in 50 years! A special Perot Theatre performance was held later in the evening that was historical and fun for all. U.S. Congressman Nathan Moran also joined Texarkana in this celebration.



These spectacular activities would not have been possible without the **Courthouse Square Connections Strategic Doing Team** members: Brooke Stone, Benjamin DuBois, Andrew Clark, Kayla Wood, Keith Beason, Jennifer Unger, Manuel Western, Velvet Cool, Tyler Richards, Chiquita Burks, Jason Ross, David Orr, and Lisa Thompson.

Student Ambassador **Langston Grice**, of the newly-formed Texarkana Youth Advisory Council, was welcomed to the meeting.

IV. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

There were no public comments made at Open Forum.

V. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

Mayor Bruggeman re-appointed Melva Flowers, Louie George, Craig Manning, and Jo Ann Rice to the Housing Authority Board. Each Commissioner's term will be effective January 1, 2024.

Motion to confirm the Mayoral re-appointments to the Housing Authority Board.

(6:12 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Betty Williams, Ward 3
SECONDER:	Mary Hart, Ward 2
AYES:	Matlock, Hart, Williams, Page, Meador, Davis

Council Members Annual Board Appointments Review

RESULT:	**CLOSE ACTION**

VI. ITEMS FOR CONSIDERATION

Consent Items

(6:14 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on November 13, 2023 at 6:00 PM.

2. Resolution No. 2023-157 approving the PY22/FY23 Community Development Block Grant (CDBG) Annual Comprehensive Assessment Performance Evaluation Report.

Public Hearing:
Council Vote: December 11, 2023

3. Resolution No. 2023-158 authorizing the City Manager to execute a memorandum of agreement regarding staff providing fire and emergency services to Red River Army Depot.

   Public Hearing:
   Council Vote: December 11, 2023

4. Resolution No. 2023-159 authorizing the City Manager to approve the purchase and installation of a scoreboard for the George Dobson baseball field from Nevco, a Buy Board vendor, in the amount of Fifty-five Thousand Six Hundred Nine Dollars and Sixty Cents ($55,609.60), with funds available in the 2023 Bond Fund (Fund 426).

   Public Hearing:
   Council Vote: December 11, 2023

5. Ordinance No. 2023-160 amending the budgeted revenues and expenditures for the 2023 Bond Fund (Fund 426) in the amount of FOURTEEN MILLION SEVEN HUNDRED THOUSAND DOLLARS ($14,700,000) for the fiscal year ending September 30, 2024.

   Public Hearing:
   Council Vote: December 11, 2023

6. Resolution No. 2023-161 authorizing the City Manager to enter into a contract with Flock Safety for an amount not to exceed One Hundred Forty-one Thousand Nine Hundred Fifty Dollars ($141,950) to be paid from the General Fund (Fund 101).

   Public Hearing:
   Council Vote: December 11, 2023

Action Items

7. Resolution No. 2023-164 authorizing the City Manager to sign an addendum for Komatsu Architecture for Perot Theatre renovations, in an amount not to exceed Three Hundred Seventy Thousand Dollars ($370,000) with funds from the 2023 Bond (Fund 426).

Public Hearing:
Council Vote: December 11, 2023

City Manager Orr briefed this agenda item.
(6:16 p.m.)

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

8. Resolution No. 2023-165 ratifying a contract change order with RBIS, LLC, for the sewer main replacement project at I-30 and Cowhorn Creek and authorizing change order payment of $103,461.05 to be paid from the TWU Texas Infrastructure Fund.

Public Hearing:
Council Vote: December 11, 2023

Kenny Icenhower briefed this agenda item.
(6:19 p.m.)

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

VII. FIRST BRIEFINGS

1. Ordinance No. 2023-154 rezoning an approximate 1.50-acre tract of land (being Tracts 84A, 84C, and 85A), M. H. Janes HRS, A-305, located at 7770 Hampton Road from Single Family-2 to Commercial. Tyler Parsons for FMG North Texas, owner.

Public Hearing: January 8, 2024
Council Vote: January 8, 2024

Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 1/8/2024 6:00 PM**

2. Ordinance No. 2023-155 approving a Specific Use Permit to allow one additional use of a beauty salon on an approximate 4.126-acre tract of land (being Tract 15), located at 6500 Summerhill Road. Jessica Davis, owner, and Michelle Lee, agent.

Public Hearing: January 8, 2024
Council Vote: January 8, 2024

Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 1/8/2024 6:00 PM**

3. Ordinance No. 2023-156 granting a Specific Use Permit to allow one additional use of a beauty school on the W 1/2 of Lots 1-3, Block 18 and the E 1/2 of Lots 1-3, All of Lots 4-6 and All of Block 17, Rochelle Addition, located at 3123 Magnolia Street. Brenda Adams, owner.

   Public Hearing: January 8, 2024
   Council Vote: January 8, 2024

   Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 1/8/2024 6:00 PM**

4. Resolution No. 2023-162 approving a Memorandum of Understanding with Texas A&M University Texarkana.

   Public Hearing: January 8, 2024
   Council Vote: January 8, 2024

   City Manager Orr briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 1/8/2024 6:00 PM**

VIII. PUBLIC HEARINGS

1. Ordinance No. 2023-139 approving rules and regulations of the Texarkana Airport Authority and amending Chapter 4, Article II "Airport Authority", Section 4-26 "Rules, regulations and bylaws", of the Code of Ordinances.

   Public Hearing: December 11, 2023
   Council Vote: December 11, 2023

   There were no public comments made at this hearing.
   (6:26 p.m.)

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

2. Resolution No. 2023-148 adopting and approving Highly Qualified Professional Services Providers for future architectural, engineering, and surveying projects.

   Public Hearing: December 11, 2023
   Council Vote: December 11, 2023

   There were no public comments made at this hearing.
   (6:27 p.m.)

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

3. Ordinance No. 2023-149 establishing rural water and sewer infrastructure fees for residential and commercial customers outside the city limits; dedicating collected revenues from such fees to infrastructure replacement and depositing into the Texas Infrastructure Fund maintained by Texarkana Water Utilities; and amending the Master Fee List to reflect outside-city-limits water and sewer rates and fees.

   Public Hearing: December 11, 2023
   Council Vote: December 11, 2023

   There were no public comments made at this hearing.
   (6:28 p.m.)

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

4. Ordinance No. 2023-152 amending PD-85-1 for site plan approval on an approximate 1.57-acre tract of land (being Tract 2), Mary E. Wills Subdivision, located at 1802 Richmond Road. James Brower, owner.

   Public Hearing: December 11, 2023
   Council Vote: December 11, 2023

   James Brower, owner, presented himself for questions at this hearing.
   (6:31 p.m.)

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

IX. CITY MANAGER'S REPORT

2023 City Annual Report
The city has created a new annual report thanks to Lisa Thompson and the external affairs team that includes several city-wide accomplishments in 2023. The annual report also has information on annual sales tax collections, property tax collections, MyGOV staff metrics, new businesses, and a look ahead to 2024. A digital version of the report can be found at this link: **<https://issuu.com/cityoftexarkanatx/docs/annual_report_for_web>**
Paper copies are also available at City Hall.

2023 Great Places in Texas Recipients - Texarkana Federal Courthouse & Post Office
This community received some exciting news that the Texarkana Federal Courthouse & Post Office was recognized by the American Planning Association - Texas Chapter as a Great Public Space in Texas during the annual awards ceremony at the APATX23 Planning Conference in Corpus Christi recently. Other public space award winners include Mule Alley in Fort Worth and the Alliance Children's Garden in Austin.

Lake Wright Patman Ultimate Rule Curve (URC) Programmatic Agreement
Last week, staff sent in the city's signature page for the Lake Wright Patman Ultimate Rule Curve (URC) Programmatic Agreement between the U.S. Corps of Engineers, City, Texas State Preservation Office and the Caddo Nation. The city's team, including Kyle Dooley and Ray Russo with Riverbend, and also Jeff Lewis have worked for over two years to get to this point with a signed agreement between all parties involved regarding the historic preservation efforts needed to raise the level of the lake to the URC.

REMINDERS: 10th Annual Twin City Leaders Breakfast, Tuesday, December 12th at the Cabe Center First Methodist Texarkana, Arkansas, from 8:15 a.m. - 9:30 a.m.

The Open House for the Moores Lane & Galleria Oaks reconstruction project will be held on Tuesday, December 12th at 5:30 p.m. at City Hall in the Council Chambers on the second floor.

X. ADMINISTRATIVE COMMENTS

1. City Council

   Mayor Bruggeman asked Council Member Meador to introduce his special guest. Council Member Meador said he brought his son Davis. Davis especially enjoyed his first council meeting on November 13th and came back for more!

   The Mayor wished all a Merry Christmas and Happy New Year this holiday season!

2. City Staff

City Manager Orr reminded the council it's time for consideration of the annual appointments of council members to various boards, commissions, and committees. Council can review the spreadsheet and make its appointments at the next council meeting.

Jennifer Evans said the Ark-Tex Council of Governments has requested the third elected official, to fill the open seat on its board of directors, be confirmed by resolution. She asked council to decide who will serve in the position and she will prepare a resolution for the January 8th meeting for council's consideration and adoption.

XI. ADJOURNMENT

A motion was made to adjourn the meeting.
(6:37 p.m.)

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

Jennifer Evans
City Secretary

Bob Bruggeman
Mayor

Version:

Briefing Sheet

Update Date: 11/17/2023 10:41 AM

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

Subject: Council Members Annual Board Appointments Review

Attachments

a. Council Appointed Boards Spreadsheet 2023 (PDF)

December 11, 2023

Council Member Board Appointments - 2023						
BOARD, COMMISSION or COMMITTEE	**POSITION OR SEAT**	**MEMBER**	**DATE OF APPOINTMENT**	**LENGTH OF TERM (YEARS)**	**APPOINTMENT EXPIRATION**	**APPOINTING AUTHORITY**
ARK-TEX COG						
ARK-TEX COG	1	**Vacant**		2		CC
ARK-TEX COG	2	Jean Matlock	13-Dec-21	2	12-Dec-23	CC
ARK-TEX COG	3	Mary Hart	13-Dec-21	2	12-Dec-23	CC
BI-STATE IAC						
BI-STATE IAC	1	Bob Bruggeman	12-Dec-22	1	11-Dec-23	CC
BI-STATE IAC	2	Betty Williams	12-Dec-22	1	11-Dec-23	CC
BOWIE CENTRAL APPRAISAL DISTRICT						
BOWIE CENTRAL APPRAISAL DISTRICT	TXK	Jay Davis	1-Jan-24	2	31-Dec-25	CC
METROPOLITAN PLANNING						
MPO POLICY BOARD	1	Mary Hart	12-Dec-22	5	11-Dec-27	CC
MPO POLICY BOARD	2	Bob Bruggeman	1-Apr-19	5	31-Mar-24	CC
TXK URBAN TRANSIT DISTRICT						
TXK URBAN TRANSIT DISTRICT	MAY	Bob Bruggeman	13-Dec-21	2	12-Dec-23	M
MAYOR PRO TEM by RESOLUTION	1	Jean Matlock	13-Dec-21			CC
Until successor is appointed						

Attachment: Council Appointed Boards Spreadsheet 2023 (4131 : Council Board Appointments Review)

CITY OF TEXARKANA

CITY COUNCIL

MINUTES • NOVEMBER 13, 2023

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	
Betty Williams	Ward 3	Present	
Christie Page	Ward 4	Absent	
Libby White	Ward 5	Present	
Jay Davis	Ward 6	Present	
Cole Meador	Ward 5	Absent	

Staff Present: City Manager David Orr, Jennifer Evans, Kristin Peeples, Brooke Stone, Gary Smith, Karey Parker, Lisa Thompson, Mashell Daniel, Vashil Fernandez, Chris Black, Chiquita Burks, and J.W. Bramlett.

Municipal Court: Judge Sherry Jackson Hawkins.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER LIBBY WHITE

III. SWEARING-IN CEREMONY FOR WARD 3 AND WARD 5

Mayor Bruggeman congratulated Betty Williams, Council Member for Ward 3, for running unopposed and keeping her seat on the Council. He also shared Libby White will be stepping down from representing the citizens in Ward 5 and Cole Meador will fill that seat for the next three-year term. He personally thanked Council Member White for filling the remaining term left by Bill Harp. He said it was a great honor to work with her; council members and staff enjoyed it too.

Ms. White thanked the council for giving her the opportunity to serve. She said she learned so many intricate things about the city. Since January, she has learned and seen "nothing but the best". She was very thankful and is excited to see what happens next. Libby was accompanied by her sons Isaac and Elijah. Mayor Bruggeman presented her with a bouquet of flowers.

Minutes Acceptance: Minutes of Nov 13, 2023 6:00 PM (Consent Items)



Municipal Judge Sherry Jackson officiated the oath of office and swearing-in for Betty Williams (incumbent), and Cole Meador (new), for Wards 3 and 5, respectively. The Mayor presented both council members with their Certificates of Election.



Council Member Williams expressed being on the city council has truly been a blessing and one of the greatest things in her life. She is so happy to serve the people of Texarkana. She had in the audience her husband Doug Williams, daughter Andrea, and son-in-law Pat McCoy.

Minutes Acceptance: Minutes of Nov 13, 2023 6:00 PM (Consent Items)

Council Member Meador said he is thrilled to represent Ward 5, appreciates this great responsibility, and is honored to serve his community in this capacity. He is looking forward to working with fellow council members in the future. He thanked his family for their support, who were also in the audience - his wife Holland, daughter Ella, son Davis, and mother and father-in-law, Debbie and Mike Davis.

IV. SMALL BUSINESS SATURDAY PROCLAMATION - NOVEMBER 25, 2023

After reading the proclamation, Mayor Bruggeman encouraged everyone to support shopping locally on Small Business Saturday. Texarkana has many great small businesses that residents can frequent throughout the year.

Small Business Saturday Proclamation - November 25, 2023

RESULT:	**CLOSE ACTION**

V. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings
Monday, December 11, 2023 at 6:00 p.m. **(There will be only one meeting in December)**
Monday, January 8, 2024 at 6:00 p.m.
Monday, January 22, 2024 at 6:00 p.m.

Parks & Recreation Activities
November 23rd Community Health Core Turkey Trot Spring Lake Park

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

Other Scheduled Events
The Employee Appreciation Luncheon will be held on Tuesday, **November 14th** at the Texarkana Convention Center from 11:00 a.m. - 1:00 p.m.

The CPKC Holiday Train is scheduled to arrive at 4:30 p.m. on Wednesday, **November 29th** at the downtown 4th Street railroad crossing east of Lelia Street. This stop will showcase a holiday concert that will begin at 4:45 p.m. for all to enjoy.

The annual Bramlett Beans and Cornbread Luncheon will be held Thursday, **December 7th** at the Texarkana Convention Center from 11:00 a.m. - 1:00 p.m.

TXK 150 Celebration
On Friday, **December 8th,** Texarkana, USA will begin celebrations burying a Sesquincentennial Time Capsule and have a Light Sculpture Reveal at the downtown Post Office/Courthouse Square beginning at 5:30 p.m.

Later in the evening, a Texarkana Symphony Orchestra Performance will begin at 7:30 p.m. Contact the Perot Theatre for tickets.

Minutes Acceptance: Minutes of Nov 13, 2023 6:00 PM (Consent Items)

Mayor Bruggeman recognized and welcomed Bowie County Elections Administrator, Pat McCoy, and former Texarkana Texas Mayor, James Bramlett.

VI. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

Jerry Huckabee said this year is the 10th anniversary of the Live United Bowl college football game. A press conference will be held at the Arkansas Convention Center on Wednesday, November 15th at 10:30 a.m. The teams playing in the bowl game will be announced.

Mr. Huckabee did share that one team was from Missouri and the other from Arkansas. Both teams are a great match-up with impressive records. He is looking forward to an exciting game on December 2nd at the Texarkana Arkansas Razorback Stadium at noon!

VII. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

Council Member Davis recommended the reappointment of Steve Mayo to the Riverbend Water Resources District Board with an effective date of January 1, 2024.

Mayor Bruggeman appointed Andrea Solomon to the Housing Authority Board as the Resident Commissioner, replacing Linda Nolen and filling Ms. Nolen's unexpired term until December 31, 2024.

Motion to confirm a recomendation and an appointment to Boards, Commissions, and Committees.

(6:29 p.m.)

RESULT:	**ADOPTED [6 TO 0]**
MOVER:	Betty Williams, Ward 3
SECONDER:	Mary Hart, Ward 2
AYES:	Bruggeman, Matlock, Hart, Williams, Davis, Meador
ABSENT:	Page
AWAY:	White

VIII. ITEMS FOR CONSIDERATION

Consent Items

(6:31 p.m.)

Minutes Acceptance: Minutes of Nov 13, 2023 6:00 PM (Consent Items)

RESULT:	**ADOPTED [6 TO 0]**
MOVER:	Jean H. Matlock, Ward 1
SECONDER:	Mary Hart, Ward 2
AYES:	Bruggeman, Matlock, Hart, Williams, Davis, Meador
ABSENT:	Page
AWAY:	White

1. Resolution No. 2023-141 authorizing the City Manager to execute a contract for the TxDOT Hwy 82 Widening from US 259 to IH 30 Relocate Water Transmission Main Project in an amount not to exceed $405,157. Funds are available in the Utility's 2023-2024 budget in the Lake Texarkana Water Supply Corporation Capital Improvement Fund at 405,157.

   Public Hearing:
   Council Vote: November 13, 2023

2. Resolution No. 2023-146 setting the 2024 City Council meeting dates and official city holiday closings.

   Public Hearing:
   Council Vote: November 13, 2023

3. Resolution No. 2023-147 authorizing the City Manager to execute a memorandum of understanding regarding staff providing fire and emergency services to the Federal Correctional Institution.

   Public Hearing:
   Council Vote: November 13, 2023

4. Resolution No. 2023-150 casting all 729 cumulative votes for Council Member Jay Davis for membership on the Bowie Central Appraisal District's Board of Directors to serve for the 2024-2025 term.

   Public Hearing:
   Council Vote: November 13, 2023

5. Resolution No. 2023-153 authorizing the City Manager to purchase property located at 215 Pine Street in the amount of One Hundred Fifty-two Thousand Six Hundred Forty-four Dollars and Seventy-five Cents ($152,644.75), including closing costs with funds budgeted in the Economic Development Fund (Fund 223) for a creatorspace (business incubator).

Public Hearing:
Council Vote: November 13, 2023

Action Items

[No Action Items were considered at this meeting.]

IX. FIRST BRIEFINGS

1. Ordinance No. 2023-139 approving rules and regulations of the Texarkana Airport Authority and amending Chapter 4, Article II "Airport Authority", Section 4-26 "Rules, regulations and bylaws", of the Code of Ordinances.

   Public Hearing: December 11, 2023
   Council Vote: December 11, 2023

   Paul Merhlich, Airport Director, briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 12/11/2023 6:00 PM

2. Resolution No. 2023-148 adopting and approving Highly Qualified Professional Services Providers for future architectural, engineering, and surveying projects.

   Public Hearing: December 11, 2023
   Council Vote: December 11, 2023

   City Manager Orr briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 12/11/2023 6:00 PM

3. Ordinance No. 2023-149 establishing rural water and sewer infrastructure fees for residential and commercial customers outside the city limits; dedicating collected revenues from such fees to infrastructure replacement and depositing into the Texas Infrastructure Fund maintained by Texarkana Water Utilities; and amending the Master Fee List to reflect outside-city-limits water and sewer rates and fees.

   Public Hearing: December 11, 2023
   Council Vote: December 11, 2023

   Gary Smith briefed this agenda item.

Minutes Acceptance: Minutes of Nov 13, 2023 6:00 PM (Consent Items)

RESULT:	**MOVED FORWARD**	**Next: 12/11/2023 6:00 PM**

4. Ordinance No. 2023-152 amending PD-85-1 for site plan approval on an approximate 1.57-acre tract of land (being Tract 2), Mary E. Wills Subdivision, located at 1802 Richmond Road. James Brower, owner.

Public Hearing: December 11, 2023
Council Vote: December 11, 2023

Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 12/11/2023 6:00 PM**

X. PUBLIC HEARINGS

1. Ordinance No. 2023-134 rezoning an approximate 2.228-acre tract of land (being Tracts 106A1 and 107), George Brinlee HRS, A-18 located at 4502 Gus Orr Drive from Agriculture to Parking. Joel Orr, owner, and Kayla Wood, MTG Engineers and Surveyors, agent.

Public Hearing: November 13, 2023
Council Vote: November 13, 2023

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

RESULT:	**ADOPTED [6 TO 0]**
MOVER:	Jay Davis, Ward 6
SECONDER:	Betty Williams, Ward 3
AYES:	Bruggeman, Matlock, Hart, Williams, Davis, Meador
ABSENT:	Page
AWAY:	White

2. Ordinance No. 2023-135 granting a Specific Use Permit to allow one additional use of permanent cosmetics on Lot 3, Block 2, Parcel 2, Galleria Oaks #1, located at 6 Woodmont Crossing. Candance Chauncy, owner.

Public Hearing: November 13, 2023
Council Vote: November 13, 2023

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

RESULT:	**ADOPTED [6 TO 0]**
MOVER:	Betty Williams, Ward 3
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Bruggeman, Matlock, Hart, Williams, Davis, Meador
ABSENT:	Page
AWAY:	White

3. Ordinance No. 2023-136 rezoning an approximate 7.09-acre tract of land (being Tract 107), H.S. Janes HRS, A-306, located at 1901 Chelf Road from Single Family-2 to Commercial. Ceretha Brown, owner.

Public Hearing: November 13, 2023
Council Vote: November 13, 2023

There were no public comments made at this hearing.
(6:41 p.m.)

RESULT:	**ADOPTED [6 TO 0]**
MOVER:	Jean H. Matlock, Ward 1
SECONDER:	Jay Davis, Ward 6
AYES:	Bruggeman, Matlock, Hart, Williams, Davis, Meador
ABSENT:	Page
AWAY:	White

XI. CITY MANAGER'S REPORT

Leopard Drive Shared Use Path and Pedestrian Improvements - TXDOT Award
The City has been awarded $1,910,952 for preliminary engineering and construction of a 10-foot wide Shared Use Path and Pedestrian Improvements along Leopard Drive as a part of the Texas Department of Transportation's Transportation Alternatives Set-Aside (TA) Program.

The project will add pedestrian crossing signals, pavement markings, signage, and safety lighting. Additionally, Texarkana's project was authorized to receive federal TA funding with no local match required. A press release on the award will be out soon.

SAVE THE DATES: Employee Appreciation Luncheon | Tuesday November 14th | 11:00 a.m. - 1:00 p.m. | Texarkana Convention Center

Sesquicentennial Celebrations | Friday December 8th | Downtown Courthouse & Post Office

XII. ADMINISTRATIVE COMMENTS

1. City Council

Council had no administrative comments for staff.

Minutes Acceptance: Minutes of Nov 13, 2023 6:00 PM (Consent Items)

2. City Staff

City Manager Orr said it's noted the Live United Bowl request is not on the current agenda. Staff is recommending this request be treated as all other budgeted items, as it does not meet the threshold for council approval. It has been budgeted in the community relations fund as part of the council-approved annual budget.

Council also has the option to consider this request and add it to the December 11th council meeting agenda. Council consensus was for staff to proceed and pay this request as any other budgeted item.

XIII. ADJOURNMENT

A motion was made to adjourn the meeting.
(6:51 p.m.)

RESULT:	**ADOPTED [6 TO 0]**
MOVER:	Mary Hart, Ward 2
SECONDER:	Betty Williams, Ward 3
AYES:	Bruggeman, Matlock, Hart, Williams, Davis, Meador
ABSENT:	Page
AWAY:	White

Jennifer Evans
City Secretary

Bob Bruggeman
Mayor

Minutes Acceptance: Minutes of Nov 13, 2023 6:00 PM (Consent Items)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 12/5/2023 11:31 AM

Lead Department: Planning and Community Development **Action Officer:** Vashil Fernandez, PCD Director

Subject: Resolution No. 2023-157 approving the PY22/FY23 Community Development Block Grant (CDBG) Annual Comprehensive Assessment Performance Evaluation Report.

Briefing: 12/11/2023 **Public Hearing:** **Council Vote:** 12/11/2023

Item Schedule

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

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

The U.S. Department of Housing and Urban Development - Community Planning Department requires each Community Development Block Grant (CDBG) Entitlement Community to complete an annual Comprehensive Assessment Performance Evaluation Report (CAPER) no later than 90 days after the close of the program year (Program Year-End Date: September 30, 2023).

The City of Texarkana, Texas herby gives notice that the DRAFT of the Community Development Block Grant 2022 Program Year Consolidated Annual Performance Evaluation Report (CAPER) will be available for public review and comment at the dates and times listed below. Spanish translation is available upon request.

The Department of Housing and Urban Development requires all recipients of Community Development Block Grant funds to submit an annual report. All interested persons or groups are encouraged to review the DRAFT CAPER and formally present their comments for inclusion in this report.

The DRAFT report can be reviewed during the comment period of November 27 – December 11, 2023 at the following location during regular business hours at:

Texarkana, Texas City Hall
Department of Planning and Community Development
220 Texas Boulevard
Texarkana, Texas

The DRAFT CAPER is also available on the Texarkana, Texas website at www.texarkanatexas.gov

The Public Hearing for the CAPER will occur at the regularly scheduled City Council Meeting on December 11, 2023. The 15-day comment period will end on December 11, 2023.

Citizens are asked to present their comments at this Public Hearing for inclusion in the report or to submit written comments for inclusion in the report to the Department of Planning and

Community Development, City of Texarkana, Texas 220 Texas Boulevard, Texarkana, Texas 75504. Comments may be mailed or delivered to this office by 5:00 p.m. December 11, 2023.

Potential Options:

- Approve
- Deny

Fiscal Implications:

None

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. 2023-157 RES Approving the annual CDBG CAPER (DOCX)
b. 2023-157 ATTH 01 PY2022 FY2023 Caper (PDF)
c. 2023-157 ATTH 02 Caper PY2022 Presentation 12.11.23 (PPTX)
d. 2023-157 Goals & Perspectives (DOCX)
e. 2023-157 RES PY 2023 CDBG CAPER (PDF)

Staff Coordination

Planning and Community Development		Vashil Fernandez	Department Head Review	
	Completed	11/30/2023 4:00 PM		
City Manager	Jennifer Evans	City Manager Review	Skipped	12/11/2023 6:15 PM
City Council	Jennifer Evans	Meeting	Completed	12/11/2023 6:00 PM

Meeting History

RESOLUTION NO. 2023 – 157

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL PERFORMANCE EVALUATION REPORT AND AUTHORIZING THE CITY MANAGER TO SUBMIT SAID REPORT 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, the City of Texarkana, Texas, hereby gives notice that the DRAFT of the Community Development Block Grant 2022 Program Year (Fiscal Year 2023) Consolidated Annual Performance Evaluation Report (CAPER) will be available for public review and comment; and

WHEREAS, the Department of Housing and Urban Development requires all recipients of Community Development Block Grant funds to submit an annual report. All interested persons or groups are encouraged to review the DRAFT CAPER and formally present their comments for inclusion in this report; and

WHEREAS, the City Council has determined it to be appropriate to approve the Community Development Block Grant 2022 Program Year CAPER.

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

SECTION 1: The Community Development Block Grant 2022 Program Year Consolidated Annual Performance Evaluation Report (CAPER) is hereby approved.

SECTION 2: The City Manager is hereby authorized to submit said Community Development Block Grant 2022 Program Year Consolidated Annual Performance Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development and 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 **11th day of December, 2023.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2023-157 RES Approving the annual CDBG CAPER (4135 : 2023-157 RES Approving PY 2022 CDBG Consolidated Annual

Attachment: 2023-157 ATTH 01 FY2022 FY2023 Caper (4135 : 2023-157 RES Approving PY 2022 CDBG Consolidated Annual Performance

City of Texarkana, Texas
CAPER
Consolidated Annual Performance Evaluation Report

Community Development Block Grant Program
October 1, 2022 through September 30, 2023
Program Year 2022

OMB Control No: 2506-0117 (exp. 09/30/2021)

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)
This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

During CDBG Program Year 2022 (October 1, 2022 – September 30, 2023 = PY22), the City of Texarkana had a total of $529,545 in CDBG resources to address various community needs. These funds included carryover resources in the amount of $125,000 from prior allocations, $29,380 in Program Income and $375,165 for the Program Year 2022 allocation. The City expended $184,284 leaving an unexpended balance at the beginning of the 2023 program year of $345,261 .

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)
Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Home Ownership Assistance	Affordable Housing	CDBG: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	1		0	0	
Home Ownership Assistance	Affordable Housing	CDBG: $	Direct Financial Assistance to Homebuyers	Households Assisted	8	1	12.50%	2	0	0
Lead-Based Paint Awareness	Affordable Housing	CDBG: $	Other	Other	50	0	0.00%			

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6.2.b

Attachment: 2023-157 ATTH 01 PY2022 FY2023 Caper (4135 : 2023-157 RES Approving PY 2022 CDBG Consolidated Annual Performance

Owner-Occupied Housing Rehabilitation	Affordable Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	20	8	40.00%			
Program Administration & Fair Housing Activities	Administration	CDBG: $	Other	Other	1	1	100.00%	1	1	100.00%
Public Facilities Improvements	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	0	0.00%	100	50	50.00%
Public Improvements and Infrastructure	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	0	0.00%	1	1	100.00%
Public Improvements and Infrastructure	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	150				

OMB Control No: 2506-0117 (exp. 09/30/2021)

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Public Improvements and Infrastructure	Non-Housing Community Development	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	0				
Public Services	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	250	825	330.00%	0	75	
Public Services	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		100	0	0.00%
Public Services	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	
Revolving Loan Fund	Non-Housing Community Development	CDBG: $	Businesses assisted	Businesses Assisted	1	0	0.00%			
Section 108 Loan - Repayment	Affordable Housing	CDBG: $	Rental units constructed	Household Housing Unit	0	0				

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Section 108 Loan - Repayment	Affordable Housing	CDBG: $	Other	Other	1	1	100.00%			
Section 108 Loan-Affordable Housing	Affordable Housing	CDBG: $250000 / Section 108: $	Rental units constructed	Household Housing Unit	20	0	0.00%			
Section 108 Loan-Affordable Housing	Affordable Housing	CDBG: $250000 / Section 108: $	Rental units rehabilitated	Household Housing Unit	0	0		20	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City carried out the following activities during this reporting period:

Public Service – Community Gardens $7,421 : Community Gardens installed/improved for LMI neighborhoods in New Town and Rosehill.

Public Service – MT Litter $10,199 : Litter program for downtown area.

Park Improvements $53,600: Playground equipment replaced in Kidtopia Park

Park Improvements $27,255: Walking trail installed at Bell Park in New Town

Administration $85,810 : Administration of CDBG program to provide services to LMI &/or homeless individuals/families.

CV-Public Services $60,765 : Public Services provided by Mission Texarkana, RSOS, THC & EOC to provide food, supplies, personal protection

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equipment, care packages, testing, homeless shelter assistance & quarantine assistance for LMI or homeless persons affected by Covid-19.

CV-Sidewalks $90,000 : Outdoor improvements to provide social distancing for individuals/families affected by Covid-19.CV-Administration $59,588 : Administration of CDBG CV program to provide services to LMI &/or homeless individuals/families affected by Covid-19.

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CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	17
Black or African American	83
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	**100**
Hispanic	2
Not Hispanic	98

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Downtown Texarkana is located in Census Tract #48037010500. This tract has a poverty rate of 49.8%. Of the 3232 residents that call the Downtown area home, 1,009 are white, 2,050 are Black or African American. Population continues to decline in the area as fewer and fewer make their homes here. In this area of just over 200 acres, there are over 200 confirmed or suspected Brownfield properties ranging from suspected lead and asbestos contamination to petroleum and MTBE's. Nearly half of the buildings in the area are no longer open or functioning.

The Beverly area (Census Tract #48037010600) population has decreased from 2,612 in 1990 to 2,293 in 2010, with the number of households for the same period also declining from 921 to 774. Total number of housing units likewise decreased from 1,103 to 918 households. The number of vacant housing units decreased from 182 to 144. During this same time period, renter occupied housing units rose from 441 to 506 while owner occupied housing units dramatically decreased 44.17% from 480 to 268. In 2012, average median household income for Texarkana, Texas was $37,526, but only $17,262 in Beverly, a variance of 46%. Per capita income was also lower by 45% as compared to the city at $23,297 per person in the city and only $10,477 in Beverly. Median home values in the city were reported at $136,770 and only $37,863 in Beverly

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CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	502,665 436,042	184,285 376,826
Section 108	public - federal	0	0
Other	public - federal	0	0

Table 3 - Resources Made Available

Narrative

During CDBG Program Year 2022 (October 1, 2022 – September 30, 2023 = PY22), the City of Texarkana had a total of $529,545 in CDBG resources to address various community needs. These funds included carryover resources in the amount of $125,000 from prior allocations, $29,380 in Program Income and $375,165 for the Program Year 2022 allocation. The City expended $184,284 leaving an unexpended balance at the beginning of the 2023 program year of $345,261 .

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Beverly Community Revitalization	20	19	
City-Wide	43	2	For Housing Rehab and & Homeowner Assistance
Downtown Area	37	63	

Table 4 – Identify the geographic distribution and location of investments

Narrative

Beverly Boundaries are New Boston Rd (Hwy 82), Robinson Rd, College Dr & Richmond Rd to Summerhill Rd- qual census tract 106. It is bordered by commercially zoned streets with interior comprised of older housing stock & many vacant, boarded buildings & has minority, elderly, & poverty concentrations. Staff worked closely with community leaders & it became clear that residents needed neighborhood cleanups. The city committed staff time to help while the Neighborhood Assoc has taken on the responsibility of the actual cleanups. The Downtown Area (Tract 105) is bound by the Kansas City Southern Railroad (Front St) & 7th St (MLK Blvd.), Stateline Ave, & Lake Dr. Citizens asked staff to focus on downtown revitalization for the past ten years. Consultation with numerous agencies, public meetings/hearings, citizen surveys, & votes of elected City Council Members establish a strong consensus for moving forward to arrest the decline of this historic center of the town & revitalize the area's potential for economic growth & provide affordable housing close to area services. These regions

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were chosen because they have great potential & need. They are bordered by major transportation routes, prime real estate for commercial development. New multifamily & new single-family housing will provide safe, secure, quality, affordable, housing for families. The economic development potential can bring jobs to sustain these LMI areas.

In PY2022, expenditures included:

Downtown area: Litter program, , sidewalks/trees. Grim Lofts to create low/mod housing in Downtown is almost complete & includes Section 108 Loan Funds. Section 108 Loan funds were drawn from HUD – HQ in PY2019 after closing with developer. EN funds were also drawn to repay a portion of the HUD – HQ loan plus interest and financing fees. All Section 108 Loan funds have been drawn and repaid using CDBG EN funds.

Other LMI Areas: Public services implemented with Texarkana Homeless Coalition – Vista Program designed to provide a one-stop shop for homeless persons to receive needed services. Community garden work completed in Rosehill neighborhood

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Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City recognizes the importance of leveraging resources. It is estimated that these community development projects will bring $1.75 in private resources spent in the local economy for each grant dollar invested. Moreover, most projects require substantial private investments at a 9 to 1 ratio, especially the Revolving Loan Fund program for Downtown Business economic development. Matching requirements for other grant programs are met by in-kind donations of labor and/or materials rather than by the use of CDBG funds. Publicly owned land or property located within the jurisdiction includes housing lots owned by the city, city parks, and scattered properties located downtown. This property may be used to promote economic development, provide support for homeless programs, and/or affordable housing in Texarkana, Texas. Publicly owned land may also be used to support public health activities, infrastructure, and public services, promoting livability and sustainability within the jurisdiction. The City expects to use CDBG funding as a leveraging tool to support community and economic development within the jurisdiction. Other grant programs that magnify the impact the City's commitment of CDBG resources and provide significant leverage to CDBG investments in the Downtown and Beverly Target Areas include the:

- $ 440,000 EPA Brownfields Multi-Purpose Grant
- $ 900,000 EPA Brownfields Revolving Loan Fund
- $ 200,000 EPA Brownfields Petroleum Assessment Grant
- $ 200,000 EPA Brownfields Hazardous Materials Assessment Grant
- $ 94,000 USDA Farmers' Market Promotions Program
- $ 100,000 NEA Grant for Downtown redevelopment

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CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	50	50
Number of Non-Homeless households to be provided affordable housing units	50	50
Number of Special-Needs households to be provided affordable housing units	50	50
Total	**150**	**150**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	20	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	**20**	**0**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City's 5 Year Consolidated Plan for meeting Housing goals primarily consisted of projects and activities relying on Non-CDBG funding. Significant changes in funding streams the City relied upon for meeting these goals, including both CDBG and Non-CDBG funding, necessitated changes in plans for the 2019 Action Plan and will impact future Action Plans.

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In the past, the City has included outcomes associated with projects funded with Non-CDBG funding sources like TDHCA in the 5 Year Plan & 1 Year Action Plans. For example, the City included four Housing Rehabilitation projects in the Con Plan funded through TDHCA. Those funds are now not available. Without a replacement funding source, those programs have been removed from the City's expected outcomes. However, even though these no longer exist as projects in HUD's (Housing and Urban Development) database system due to the way IDIS archives projects associated with these plans, the expected outcomes still appear in this report. The more significant issue is the decrease in funding in CDBG and Non-CDBG funding programs. This directly impacts real outcomes in Texarkana communities. The City does provide capacity building support for Homeless Coalition members, including Randy Sams Homeless Shelter, ArkTex Council of Governments and Mission Texarkana. The outcomes for these activities are reported as organizations assisted

Discuss how these outcomes will impact future annual action plans.

Future action plans will incorporate more activities funded by the CDBG program leading to improvements in meeting the goals & outcomes specified in the 5 Year Consolidated Plan. The City has submitted a new Consolidated Plan to allow for future annual action plans to specify the use of CDBG funds to address priority needs areas, especially those relating to housing, homelessness, & homelessness prevention activities

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	1	0
Total	**1**	**0**

Table 7 – Number of Households Served

Narrative Information

The city operates a Homebuyers Assistance Program to increase affordable housing in LMI neighborhoods. In PY2022, 1 home was assisted with CDBG down payment assistance. Additionally, the city is actively involved with mortgage lenders as a part of the Community Advisory Committee to increase access to affordable housing products & loan services in Texarkana. The city made available a First Time Home Buyer Down Payment Assistance Grants Program in Program Year 2022 (October 1, 2022 – September 30, 202) that require eligibility determination.

The city is a grantee for ESG & CoC funds to assist extremely low-income individuals & families. Homeless PIT numbers have decreased 17% or to 120 individuals during the last homeless count period.

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The city has several infrastructure projects including over 15,994 LF of new sidewalks & ramps to increase access/safety/mobility for persons with disabilities.

The city is an active partner & providing a 2.3-million-dollar loan package for the Hotel Grim Lofts that will provide 93 additional housing units with 20 affordable units for low to moderate income individuals & families

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CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The priorities for Texarkana in addressing the needs of these population groups include:

- To assist public and nonprofit agencies in providing housing & supportive services to the elderly & frail elderly.
- To assist public & nonprofit agencies in providing housing & supportive services to homeless persons & those "at-risk" of homelessness.
- To assist the Texarkana Homeless Coalition & those agencies that are part of the coalition, serving special needs populations.

The city of Texarkana is a long-time advocate for ending homelessness. As such, the city is an active participant in the Texarkana Homeless Coalition. Staff lends their expertise & the city contributes countless hours to assisting the Coalition in its endeavors to reduce duplication of services, benefit from efficient models of service delivery, & create economies of scale. Additionally, the city has partnered with homeless services providers to apply for Continuum of Care & Emergency Solutions Grant funds & works closely with the Texas Homeless Network to ensure Texarkana will one day end homelessness. CDBG funding was used to meet outcomes associated with the Program Year 2018 Action Plan. Specifically, the city focused on building capacity in non-profits associated with the Homeless Coalition, its partnership with the Texas Homeless Network & Texas Balance of State Continuum of Care. Future Action Plans will also incorporate the use of CDBG funding to meet goals & objectives related to ending homelessness

Addressing the emergency shelter and transitional housing needs of homeless persons

Emergency Housing, Transitional Housing & Rapid Re-Housing:

RSOS for the Homeless (emergency shelter for 86 unaccompanied adults) provides services under ESG & CoC grants. The Salvation Army, Texarkana, Arkansas (9 family rooms for up to 36 people & 25 beds for individual men). ArkTex Council of Governments (ATCOG) provides services under the ESG grant. Mission Texarkana provides services under the CoC grant.

RSOS provides the only available beds for people who are chronically homeless in Texarkana, Texas. The Salvation Army Homeless Shelters for Families, & Unaccompanied Men are located in Texarkana, Arkansas. Their facility is listed here because they are the only local provider of shelter for homeless families in the region. Crossing state lines for shelter is problematic for many homeless persons because

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assistance is usually tied to state of residence. Mission Texarkana (formerly Texarkana Friendship Center) provides services to the needy & homeless in downtown Texarkana. They are a non-profit care provider rendering life sustaining assistance to the indigent & job training/placement for able bodied clients without regard to religious preference, political affiliation, sex, race, handicap, or other classification. They feed an average of 300 people a day as well & provide groceries for over 20 families daily. Additionally, MT provides Rapid Rehousing to more than forty formerly homeless families through Continuum of Care grant as a partner to the City. Special Health Services of Texas provides some support for HIV/AIDS patients in the region. Community Health Core plans to provide supportive housing & permanent supportive housing to homeless veterans & their families as well as supportive housing for MHMR clientele. Additionally, the city has partnered with homeless services providers for Emergency Solutions Grant funds & works closely with the THN to ensure Texarkana will one day end homelessness.

CDBG funding was used to meet outcomes associated with the Program Year 2022 Action Plan. Specifically, the City focused on providing support through Public Services to non-profits associated with the Homeless Coalition, its partnership with the Texas Homeless Network and Texas Balance of State Continuum of Care. The City worked closely with Randy Sams Outreach Shelter and Mission Texarkana by administering the Continuum of Care Grant. The City made payments directly to the non-profit providers of Rapid Rehousing and Case Management services

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after 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); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The elderly, frail elderly, persons with disabilities, persons with alcohol or other drug addictions, persons with HIV/AIDS & their families, public housing residents, & victims of domestic violence present a range of complex problems that put them at greater risk of severe income limitations & homelessness. These populations have a much more difficult time finding, securing, & maintaining adequate housing & necessary social services. The city serves as the fiscal agent for a CoC - Rapid Re-Housing grant administered through RSOS & MT. These agencies provided rapid housing &/or case management to approximately 148 individuals, including 29 children under the CoC grant. Of these participants, one head-of-household is a veteran & ten have physical or developmental disabilities. The program moved from a Transitional Housing model to a Rapid Rehousing model as of March 1, 2015. In both cases, the program meets the needs of these residents by providing case management, counseling, life skills training, & assistance for job seekers. The program assists these persons & families learn self-sufficiency. These formerly homeless persons transition gradually to paying their own rent. They are considered permanently housed at the point that they are paying their own way. CDBG funding was used to meet outcomes associated with the Program Year 2021 Action Plan. Specifically, the City focused on assisting three (3) non-profits under Public Services. The City worked closely with RSOS, Texarkana Homeless

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Coalition Vista program and Amachi Vision Corps to provide services such as life skills, job training and youth programs that are designed to improve the lives of homeless persons & provide help in gaining self sufficiency

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 primary goal for serving special needs populations is to assist public & nonprofit agencies in expanding & enhancing their provision of housing & services to the elderly, disabled & dually/multiply diagnosed, persons with HIV/AIDS, victims of domestic violence, & persons with addictions. The city recognizes services required by special-needs populations often overlap the housing needs & supportive services for the homeless as identified & addressed throughout the Consolidated Plan. CDBG funding was used to meet outcomes associated with the Program Year 2021 Action Plan. Specifically, the city focused on assisting three (3) non-profits under Public Services: RSOS, THC Vista program & Amachi Vision Corps to provide services such as life skills, job training & youth programs that are designed to improve the lives of homeless persons & provide help in gaining self-sufficiency. The City made payments directly to the non-profit providers of Public Services. Future Action Plans will also incorporate the use of CDBG funding to meet goals & objectives related to ending homelessness

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CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Texarkana & the Housing Authority of Texarkana (HATT) have made significant, meaningful strides toward ensuring that extremely low, low-, and moderate-income citizens have access to safe, affordable housing. While these gains are meaningful, the city's goals have not been fully realized.

Public Housing currently has less than a 2% vacancy rate & maintains a Section 8 waiting list in excess of 800 families at any given time. Clearly, there is more work to be done to provide affordable housing in Texarkana. The city continues to assist the PHA in the acquisition of lots, demolition & clearance. Subsidized housing on the existing PHA site & the surrounding community is a part of the replacement housing. The Rosehill area continues to be a priority for the City, though the emphasis has shifted to the Beverly Area where the homes are primarily owner occupied or rentals & not public housing units.

Program Administration funds include time spent working with HATT to ensure quality public housing exists in Texarkana

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

HATT's community centers, an active communications program, & frequent, positive resident engagement encourages residents to seek out & use services offered & participate in the management of public housing in Texarkana. HATT transitioned to a referral-based system ensuring that public housing residents have access to services provided by federal, state, local, &/or non-profit agencies, including educational resources like GED preparation & computer skills training through the Literacy Council, vocational & job training programs offered through Workforce Solutions, Texarkana Community College, & Texas A&M Texarkana, financial management skills training, child care, & other relevant support services. These programs help to connect residents to information that can help them to obtain better paying jobs & greater financial literacy. By buying down some of the mortgages of homes built with Hope VI funds, & providing information on home purchasing options to residents, HATT can improve home ownership rates in some of the poorest neighborhoods of the city. Staff continue to work closely with HATT to improve resident engagement & homeownership. Additionally, the city continues to educate lenders & HATT personnel on the availability of First Time Home Buyer Down Payment Assistance through the CDBG program. CDBG funding was used to meet outcomes associated with the Program Year 2022 Action Plan in Public Housing as Administrative planning funds. Future Action Plans may incorporate the use of CDBG funding to meet goals and objectives related support of Public Housing

Actions taken to provide assistance to troubled PHAs

HATT is an exemplary public housing authority & is not designated as troubled

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CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken 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. 91.220 (j); 91.320 (i)

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

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CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Texarkana continuously monitors programs & activities to ensure compliance with City/State/Federal regulations & policies. Monitoring focuses on the following areas:

Financial: PCD & Finance staff work closely to ensure that funds drawn down are used for authorized activities on approved projects. Activities agreements, expense documentation, & approvals must be in-place for funds to be expended. The City ensures a system of checks & balances & that staff requesting payments of funds are not authorized to approve them. The City is also subject to an annual single audit, conducted by an independent accounting firm.

Environmental: All projects & individual activities are subject to a review of environmental impacts prior to funding approval. Remediation of impacts is implemented where required & projects unable to meet environmental requirements are abandoned or alternative locations or solutions are sought.

Programmatic: Results &/or impacts are expected of all projects. Staff are charged with monitoring progress toward program goals on a regular basis. Accomplishments & outcome data is entered into IDIS by staff. The ability to reimburse funds is tied directly to reporting of accomplishments.

Sub-Recipient Monitoring: The City currently has no sub-recipients for the CDBG program.

Labor Standards: The City of Texarkana monitors labor standards for all CDBG funded projects. Labor requirements are included in all bid documents & discussed again during the required pre-construction conference. Contractor payments are not processed until all required forms are submitted & verified to be accurate and correct.

Minority Business Outreach: Purchasing standards are closely monitored to maximize the number of minority & women owned businesses utilized. The City uses the State of Texas Purchasing System when local minority & women owned businesses are not available

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to

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comment on performance reports.

The City gave notice that the Draft of the PY2022 Caper would be available for public review & comment at:

Texarkana, Texas City Hall
Department Planning & Community Development
220 Texas Boulevard
Texarkana, Texas 75501

during the comment period of November 27 to December11, 2023 during regular business hours. The Draft Caper was also available on the Texarkana, Texas website (www.ci.texarkana.tx.us) for the duration of the comment period. Public meetings were conducted in accordance with the Texas Open Meetings Law (V.T.C.A. Government Code 551) & in accordance with the Americans with Disabilities Act 42 USC 12101 (1991). The facility is wheelchair accessible & handicap parking is available. Requests for sign interpretive services are available upon request, which must be received at least 48 hours prior to the meeting. Spanish translation was available. Citizen comments are included as an attachment to this document.

No comments were received during the comment period & no comments were made at the Public Hearing December 11th City Council Meeting. Attached are the minutes for that meeting

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The most significant changes that have occurred in Texarkana's program objectives have been the exclusion of Non-CDBG Funded projects & activities from the Five-Year Consolidated Plan & Annual Action Plan. Moving from city led to volunteer-driven neighborhood association clean-up projects staff at the city have been able to forge stronger relationships that will prove invaluable as the City continues to work at transforming Beverly from a Target Area to a desirable neighborhood. The short-term impact of excluding Non-CDBG funds on the CAPER is the creation of perception that the program is not meeting its targets & goals. In the past, the City has included outcomes associated with projects funded with Non-CDBG funding sources like TDHCA to meet Housing goal indicators. For example, the City included four Housing Rehabilitation projects in the Consolidated Plan funded through TDHCA & administered through City staff. Those funds are now not available & the City has been directed to remove those programs from the City's expected outcomes. However, even though these no longer exist as projects in HUD's database system (called IDIS – the Integrated Disbursement & Information System) due to the way IDIS archives projects associated with these plans, the expected outcomes still appear in this report. Another important change to the City's planning is that the City was able to

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partner with the TxDot to provide needed ADA improvements to sidewalks & curbs for its downtown infrastructure projects, allowing the City to leverage these CDBG dollars

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

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CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	1				
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.	1				
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

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Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

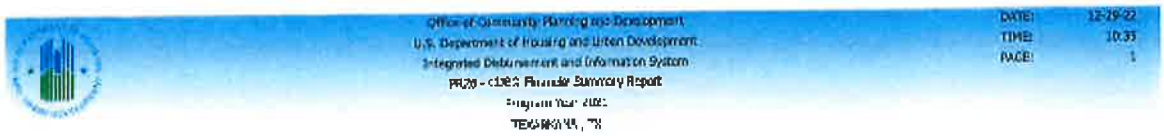
The City provides public service dollars to Randy Sams Outreach & Mission Texarkana who provide job/assistance skills training to help persons who are homeless or in danger of homelessness.

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Attachment

PR26 Texarkana PY2022

Attachment: 2023-157 ATTH 01 PY2022 FY2023 Caper (4135 : 2023-157 RES Approving PY 2022 CDBG Consolidated Annual Performance



PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	678,426.00
02 ENTITLEMENT GRANT	881,290.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	10,152.73
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,571,334.73
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	21,510.39
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	21,510.39
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	32,550.87
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	229,262.64
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	283,323.90
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	975,991.09
PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	24,510.39
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	24,510.39
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	44,061.26
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	44,061.26
32 ENTITLEMENT GRANT	881,290.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	881,290.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	5.00%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	33,550.87
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	33,550.87
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 + LINE 40)	881,290.00
42 ENTITLEMENT GRANT	10,152.73
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	891,442.73
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	3.76%
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	

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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17
Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18
Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2021	6	275	6714028	Tree Planting & Community Beautification Services	03N	LMA	$2,595.63
					03N	Matrix Code	$2,595.63
2021	2	274	6714028	PS-Mission Tbk Litter Program	05I	LMC	$5,074.22
					05H	Matrix Code	$5,074.22
2021	1	267	6691459	HBA-R. James, 2309 Cedar Hill Rd	05R	LMJ	$5,340.32
					05R	Matrix Code	$5,340.32
2021	7	268	6714028	P.S.-Vista THN, Coordinated Entry, HMIS	05X	LMJ	$5,000.00
					05X	Matrix Code	$5,000.00
Total							$18,010.16

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2021	2	274	6714028	No	PS-Mission Tbk Litter Program	B20MC481003	EN	05H	LMC	$0.01
2021	2	274	6714028	No	PS-Mission Tbk Litter Program	B20MC481003	EN	05H	LMC	$5,074.21
								05H	Matrix Code	$5,074.22
2021	1	267	6691459	No	HBA-R. James, 2309 Cedar Hill Rd	B20MC481003	EN	05R	LMJ	$5,340.32
								05R	Matrix Code	$5,340.32
2021	7	268	6714028	No	P.S.-Vista THN, Coordinated Entry, HMIS	B21MC481003	EN	05X	LMJ	$5,000.00
								05X	Matrix Code	$5,000.00
				No	Activity to prevent, prepare for, and respond to Coronavirus					$15,414.54
Total										$15,414.54

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2021	4	266	6691459	Administration	21A		$68.43
2021	4	266	6691459	Administration	21A		$925.48
2021	4	266	6691459	Administration	21A		$387.13
2021	4	266	6691459	Administration	21A		$68.43
2021	4	266	6714028	Administration	21A		$32,077.15
					21A	Matrix Code	$33,568.87
Total							$33,568.87

Attachment: 2023-157 ATTH 01 FY2022 FY2023 Caper (4135 : 2023-157 RES Approving PY 2022 CDBG Consolidated Annual Performance

Financial Summary PY2022 Txk

Financial Summary
Community Development Block Grant Program

1. Name of Grantee	2. Grant Number	3. Reporting Period From	To:
City of Beaumont, Texas	B-[illegible]	10/1/2022	9/30/2023

Part I: Summary of CDBG Resources			
1. Unexpended CDBG funds at end of previous reporting period (Balance from prior year)			$ 670,815.82
2. Entitlement Grant from form HUD-7082			$ 394,636.00
3. Surplus Urban Renewal Funds			0.00
4. Section 108 Guaranteed Loan Funds (Principal Amount)			$ -
5a. Program Income Received by:	Grantee (Column 1)	Subgrantee (Column 2)	
b. Revolving Funds	$ -		
c. Other (Identify below. If more than one other source, attach a separate sheet)			
	$ 10,425.73	$ -	
5d. Total Program Income (Sum of columns 1 and 2)			$ 10,152.73
6. Prior Period Adjustments (if column was a negative amount, enclose in brackets)			$ -
7. Total CDBG Funds Available for Drawdown (sum of lines 1, 4, 5d and 6)			$ 1,215,224.55
Part II: Summary of CDBG Expenditures			
8. Total expenditures reported			$ 287,232.85
9. Total expended for Planning & Administration		$ 33,559.97	
10. Amount subject to Low/Mod Benefit (line 8 minus line 9)		$ 253,672.88	
11. Drawdown for Section 108 Repayments (line 37 minus line 9)			$ 329,991.69
Part III: Low/Mod Benefit This Reporting Period			
12. Total Low/Mod Credit for Reporting Period			$ -
13. Total Prior Period Credits for Multi-year Certifications			$ 24,810.35
14. Total (line 12 plus line 13)			$ 24,810.35
15. Percent benefit to low/mod persons (line 14 divided by line 10)			100.00%
Part IV: Low/Mod Benefit for Multi-year Certifications (only if certification period includes prior years)			
Program years covered in certification: PY ____ PY ____ PY ____			
16. Cumulative expenditures subject to program benefit calculation			0.00
17. Cumulative expenditures benefiting low/mod persons			0.00
18. Percent benefit to low/mod persons (line 17 divided by line 16)			0.0%
Part V: Public Service (PS) Cap Calculation			
19. Total PS expenditures			$ 39,744.74
20. Total PS unliquidated obligations			18,671.72
21. Sum of lines 19 and 20			$ 57,508.86
22. Total PS unliquidated obligations reported at the end of the previous reporting year			-
23. Net PS obligations (line 21 minus line 22)			$ 57,508.86
24. Amount of program income received in the preceding program year			210,152.73
25. Entitlement grant amount (from line 2)			$ 394,636.00
26. Sum of line 24 and line 25			$ 604,579.93
27. Percent funds obligated for public service activities (line 23 divided by line 26)			9.51%
Part VI: Planning and Program Administration Cap Calculation			
28. Amount subject to planning and administrative cap (line 24 x 0.20)			$ 394,288.73
29. Total planning and administration expenditures (line 9)			$ 33,559.97
30. Total PA unliquidated obligations			33,077.15
31. Sum of line 29 and line 30			$ 66,637.02
32. Total PA unliquidated obligations reported at the end of the previous reporting period			$ -
33. Net obligations for planning and administration (line 31 minus line 32)			$ 66,637.02
34. Percent funds obligated for planning and administration (line 33 divided by line 28)			16.90%

Attachment: 2023-157 ATTH 01 PY2022 FY2023 Caper (4135 : 2023-157 RES Approving PY 2022 CDBG Consolidated Annual Performance

Financial Summary Attachment

A. Program Income Received

CDBG program income and IHOAF loans for year	$ 10,192.73	$ 10,192.73
RLF Program Income		

B. Prior Period Adjustments

C. Loans and Other Receivables

IHCD Loan Balance as of 9/30/22	11	$ 176,437.71

D. LOCCS Reconciliation

Unexpended Balance of CDBG Funds		$ 925,991.69
LOC Balance		$ 267,394.21
Cash on Hand:		
Grantee Program Account		
Subrecipients Program Accounts		$ -
Revolving Fund Cash Balances		$ -
Section 108 Cash Balances		$ 705,597.48
	Cash on hand (if any)	$ 705,597.48
Grantee CDBG Program Liabilities (include any reimbursements due from program funds)		$ 48,151.37
Subrecipient CDBG Program Liabilities (include any reimbursements due from program funds)		$ -
		$ 48,151.37
Balance (provide an explanation if an unreconciled difference exists)		$ (0.00)

Explanation (if applicable):

E. Unprogrammed Funds Calculation

Amount of funds available during the reporting period		$ 1,215,224.55
Income expected but not yet realized**		$ -
	Subtotal	$ 1,215,224.55
Less total budgeted amount		$ 1,215,224.55
	Unprogrammed Balance	$ -

** This amount should reflect any income considered as a resource in the action plan (and any amendments) for the period covered by this report, as well as that identified in prior action plans/final statements (including any amendments), that was expected to be received by the end of the reporting period but had not yet been received, e.g., program income or Section 108 proceeds not yet received from an approved 108 loan.

Attachment: 2023-157 ATTH 01 FY2022 FY2023 Caper (4135 : 2023-157 RES Approving PY 2022 CDBG Consolidated Annual Performance

Txk PY2022 Cover Page



City of Texarkana, Texas
CAPER
Consolidated Annual Performance Evaluation Report

Community Development Block Grant Program
October 1, 2022 through September 30, 2023
Program Year 2022

OMB Control No: 2506-0117 (exp. 09/30/2021)

Attachment: 2023-157 ATTH 01 PY2022 FY2023 Caper (4135 : 2023-157 RES Approving PY 2022 CDBG Consolidated Annual Performance

Txk PY2022 Public Notice

Notice of Public Comment

The City of Texarkana, Texas hereby gives notice that the DRAFT of the Community Development Block Grant 2022 Program Year *Consolidated Annual Performance Evaluation Report (CAPER)* will be available for public review/comment. The Department of HUD requires all recipients of CDBG funds to submit an annual report. All interested persons or groups are encouraged to review the DRAFT CAPER & formally present their comments for inclusion in this report.

The CAPER DRAFT can be reviewed during the 15 Day Public Comment Period at the following location during regular business hours between November 27 to December 11, 2023:

Texarkana, Texas City Hall
220 Texas Boulevard
Texarkana, Texas 75501

The DRAFT CAPER is also available on the Texarkana, Texas website (www.texarkanatexas.gov).

The City will hold a Public Hearing for the CAPER will occur on December 11, 2023. Citizens are asked to present their comments at this Public Hearing or to submit written comments to the City by 5:00 p.m. December 11, 2023.

These meetings are conducted in accordance with the Texas Open Meetings Law (V.T.C.A. Government Code 551) & in accordance with the Americans with Disabilities Act 42 USC 12101 (1991). The facility is wheelchair accessible & handicap parking is available. Requests for sign interpretive services are available upon request, which must be received at least 48 hours prior to the meeting.

Attachment: 2023-157 ATTH 01 PY2022 FY2023 Caper (4135 : 2023-157 RES Approving PY 2022 CDBG Consolidated Annual Performance

Attachment: 2023-157 ATTH 02 Caper PY2022 Presentation 12.11.23 (4135 : 2023-157 RES Approving PY

CITY OF TEXARKANA TEXAS

CDBG CAPER Report

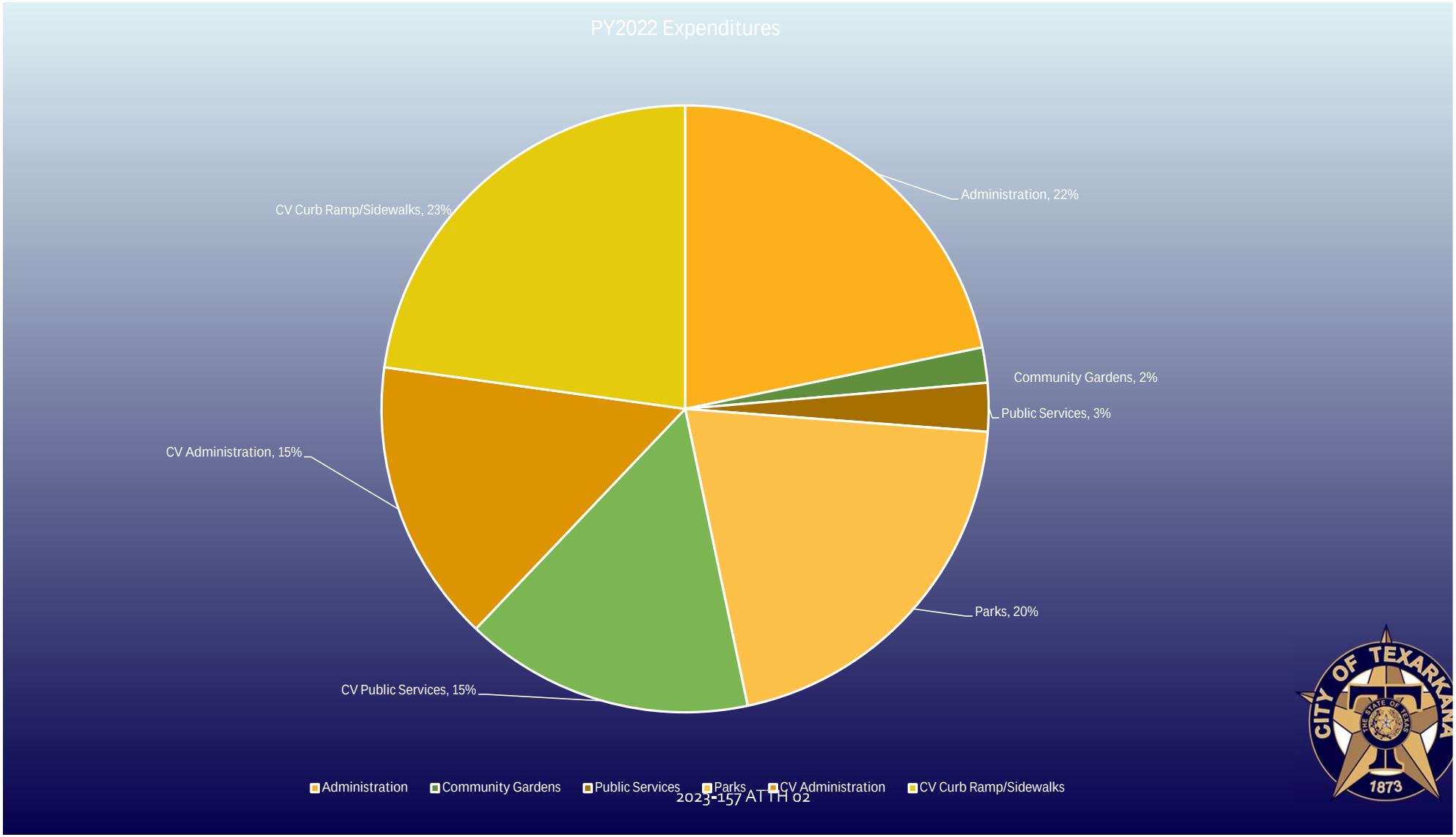
2023-157 ATTH 02

CDBG CAPER Report

- The annual report includes expenditures and accomplishments for the 2022 Community Development Block Grant (CDBG) Action Plan (October 1, 2022 -- September 30, 2023)
- Public Comment Period (November 27th – December 11th, 2023)
- Public Hearing on Monday, December 11th

2023-157 ATTH 02

Attachment: 2023-157 ATTH 02 Caper PY2022 Presentation 12.11.23 (4135 : 2023-157 RES Approving PY



Attachment: 2023-157 ATTH 02 Caper PY2022 Presentation 12.11.23 (4135 : 2023-157 RES Approving PY

HUD requires Entitlement Communities receiving CDBG funds to spend at least seventy percent of program expenditures on activities that benefit low- and moderate-income persons. One hundred percent of Texarkana's program expenditures benefitted low- and moderate-income persons.

Eight percent of total expenditures went toward administration of the program.

	Project/Activity	Status	Percent	Funded	Drawn Current Year
CV:	PS-Mission Txk	On Going	12%	62,564.89	26,854.11
	PS-Randy Sams	Complete	16%	80,000.00	30,000.00
	PS-Salvation Army	Complete	6%	32,362.68	-
	PS-Txk Homeless Coalition	Complete	1%	7,006.55	3,911.07
	PS-Txk Covid-19 EOC/Health Dept	On Going	13%	65,000.00	-
	Ash+Lime - Covid Rebound Strategy	On Going	5%	25,000.00	-
	Adminstration	On Going	20%	102,432.80	59,588.22
	MT - Coffee Shop @ Grim - Job Training	Complete	8%	38,971.19	-
	Curb Ramp/Sidewalk Improvements Downtown	Complete	19%	98,825.89	90,000.00
CDBG:	Down Payment Assistance	Completed	2%	10,000.00	-
	Public Service - Vista	Completed	2%	8,000.00	-
	Public Service - MT Litter	Completed	2%	12,000.00	10,198.50
	Public Service - Amachi		4%	20,000.00	-
	Public Service - The Scholars		3%	15,000.00	-
	Bus Stop Covers	On Going	16%	80,000.00	-
	Community Gardens	Completed	4%	20,000.00	7,420.74
	Housing Reconstruction		8%	40,165.00	-
	Parks - Kidtopia Park		6%	30,000.00	27,255.00
	Parks - Bell Park walking trail	On Going	24%	120,000.00	53,600.40
	Sidewalks-Rose Hill & E. Midway	On Going	14%	72,500.00	-
	Administration	Completed	15%	75,000.00	85,809.71
	TOTAL			1,014,829.00	

Attachment: 2023-157 ATTH 02 Caper PY2022 Presentation 12.11.23 (4135 : 2023-157 RES Approving PY

Citizens are asked to present their comments at this Public Hearing for inclusion in the report or to submit written comments for inclusion in the report to the Department of Planning and Community Development, City of Texarkana, Texas 220 Texas Boulevard, P.O. Box 1967, Texarkana, Texas 75504. Comments may be mailed or delivered to this office before 5:00 p.m. December 11, 2023

Attachment: 2023-157 ATTH 02 Caper PY2022 Presentation 12.11.23 (4135 : 2023-157 RES Approving PY

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: 2023-157 Goals & Perspectives (4135 : 2023-157 RES Approving PY 2022 CDBG Consolidated Annual Performance Evaluation

RESOLUTION NO. 2023 – 157

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL PERFORMANCE EVALUATION REPORT AND AUTHORIZING THE CITY MANAGER TO SUBMIT SAID REPORT 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, the City of Texarkana, Texas, hereby gives notice that the DRAFT of the Community Development Block Grant 2022 Program Year (Fiscal Year 2023) Consolidated Annual Performance Evaluation Report (CAPER) will be available for public review and comment; and

WHEREAS, the Department of Housing and Urban Development requires all recipients of Community Development Block Grant funds to submit an annual report. All interested persons or groups are encouraged to review the DRAFT CAPER and formally present their comments for inclusion in this report; and

WHEREAS, the City Council has determined it to be appropriate to approve the Community Development Block Grant 2022 Program Year CAPER.

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

SECTION 1: The Community Development Block Grant 2022 Program Year Consolidated Annual Performance Evaluation Report (CAPER) is hereby approved.

SECTION 2: The City Manager is hereby authorized to submit said Community Development Block Grant 2022 Program Year Consolidated Annual Performance Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development and 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 **11th day of December, 2023.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:14 p.m.

Attachment: 2023-157 RES PY 2023 CDBG CAPER (4135 : 2023-157 RES Approving PY 2022 CDBG Consolidated Annual Performance

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 12/1/2023 8:18 AM

Lead Department: Fire Department **Action Officer:** Chris Black, Fire Chief

Subject: Resolution No. 2023-158 authorizing the City Manager to execute a memorandum of agreement regarding staff providing fire and emergency services to Red River Army Depot.

Briefing: 12/11/2023 **Public Hearing:** **Council Vote:** 12/11/2023

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

The item before you is a resolution that if approved would authorize the City Manager to execute a MOA (Memorandum of Agreement) with Red River Army Depot.

This would be a renewal of an agreement between the City and RRAD. The agreement states that the city will provide fire protection and emergency services when requested by RRAD and RRAD Will provide fire protection and emergency service when requested by the City.

Potential Options:

- Approve
- Reject

Fiscal Implications:

None

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. 2023-158 RES MOA with RRAD (DOCX)
b. 2023-158 EXH 'A' MOA wirh RRAD (DOCX)
c. 2023-158 EXH 'B' MOA with RRAD (DOCX)
d. 2023-158 Goals and Perspectives (DOCX)
e. 2023-158 RES MOA with RRAD (fire) signed (PDF)

Staff Coordination

Fire Department	Chris Black	Department Head Review	Completed	12/01/2023 8:15 AM
Finance Department	Kristin Peeples	Finance Review	Completed	12/01/2023 2:21 PM
City Manager	Jennifer Evans	City Manager Review	Skipped	12/11/2023 6:15 PM
City Council	Jennifer Evans	Meeting	Completed	12/11/2023 6:00 PM

Meeting History

RESOLUTION NO. 2023-158

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT WITH RED RIVER ARMY DEPOT TO PROVIDE FIRE AND EMERGENCY SERVICES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has historically provided emergency services under agreement to other government agencies outside the city limits for the preservation of life and property; and

WHEREAS, the Red River Army Depot has a facility outside the city limits of Texarkana, Texas; and

WHEREAS, the Fire Department is willing to provide fire and emergency services to Red River Army Depot; and

WHEREAS, the City Council finds and determines that the City and RRAD would benefit by entering into this memorandum of agreement attached hereto as **Exhibit "A" and Exhibit "B".**

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

SECTION 1: The City Council approves the "Memorandum of Agreement" attached hereto as **Exhibit "A" and Exhibit "B".** The City Manager is hereby authorized to execute said agreement on behalf of the City.

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

PASSED AND APPROVED in Regular Council Session on this the **11th day of December, 2023.**

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-158 RES MOA with RRAD (4141 : 2023-158 RES MOA with Red River Army Depot)

MEMORANDUM OF AGREEMENT
Between
Red River Army Depot
And
Texarkana, Texas, Emergency Management Office

PURPOSE: This agreement entered into this **January 1, 2024** between the Secretary of the Army acting according to Title 42 United States Code 1856a, Texarkana, Texas, Emergency Management Office secures benefits of mutual aid in fire prevention, for the protection of life and property from fire, and the possibility of major disaster. This agreement is effective January 1, 2024 and expires, subject to renewal, December 31, 2026

Section I. Definitions

a. Command Post – All appointed responding agencies are briefed on the situation as they arrive to report and assume control of the individual aspects of the operation.

b. Disaster – An occurrence of a natural catastrophe, technological accident, or human-caused event that has resulted in severe property damage, deaths.

c. Emergency – Any occasion or instance, such as a hurricane, tornado, storm, flood, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mud slide, snowstorm, fire nuclear accident, or any other natural or man-made catastrophe - that warrants action to save lives and to protect property, public health, and safety.

d. Emergency Plan – A document that describe how people and property will be protected in disaster and disaster threat situations; details who is responsible for carrying out specific actions; identifies the personnel, equipment, facilities, supplies, and other resources available for use in the disaster; and outlines how all actions will be coordinated.

e. Emergency Operations Center – A protected site from which emergency officials coordinate, monitor, and direct emergency response activities during an emergency.

f. Incident Commander – Individual tasked with the direction and control of emergency response personnel and equipment, as well as provide overall management at a specific incident site, including public safety and public information. The individual in this position may change depending on the scope, intensity, and duration of the incident.

g. Incident Command System (ICS) – A standardized organizational structure used to command, control, and coordinate the use of resource and personnel that have responded to the scene of an emergency. The concept and principles for ICS include common terminology, modular organization, integrated communication, unified

Attachment: 2023-158 EXH 'A' MOA wirh RRAD (4141 : 2023-158 RES MOA with Red River Army Depot)

command structure, consolidated action plan, manageable span of control, designated incident facilities, and comprehensive resource management.

h. Party – The parties hereto through their respective governing boards or commissions.

i. Requesting Party – The party hereto in the jurisdiction of which a major disaster has occurred, including but not limited to, fire, flood, earthquake, riot, civil commotion, or other emergencies threatening to life and/or property, of such magnitude that the resources of the said party are, in the determination of the Incident Commander of said part, not sufficient to control or abate the disaster or emergency conditions.

j. Responding Party – The party hereto receiving a request for assistance from the requesting party.

It is agreed that:

Section II. On request to a representative of the Red River Army Depot (RRAD) Fire Department by a representative of the Texarkana, Texas, Emergency Management Office firefighting equipment and personnel of the RRAD Fire Department may be dispatched to any point within the area for which the Texarkana, Texas, Emergency Management Office normally provides fire protection as designed by the representative of the Texarkana, Texas, Emergency Management Office.

Section III. On request to a representative of the Texarkana, Texas, Emergency Management Office by a representative of the RRAD Fire Department, firefighting equipment and personnel of the Texarkana, Texas, Emergency Management Office may be dispatched to any point within the firefighting jurisdiction of the RRAD Fire Department.

Section IV. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

a. Any request for aid under this agreement will include a statement of the amount and type of equipment and personnel requested, and will specify the location to which the equipment and personnel shall respond. Number of personnel to be furnished will be determined by a representative of the responding organization.

b. The responding organization will report to the officer in charge of requesting organization (incident commander) at the command post/location to which the equipment is dispatched, and will be subject to the orders of that official. If, at any time, the officer of the equipment and personnel of the responding organization determines that his personnel and/or equipment are being unnecessarily endangered, he may withdraw either or both, provided he first notifies the incident commander.

Attachment: 2023-158 EXH 'A' MOA wirh RRAD (4141 : 2023-158 RES MOA with Red River Army Depot)

SUBJECT: Memorandum of Agreement between Red River Army Depot and Texarkana, Texas, Emergency Management Office

c. A responding organization will be released by the requesting organization when the services of the responding organization are needed within the area for which it normally provides fire protection.

d. If a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the Texarkana, Texas, Emergency Management Office normally provides fire protection, the RRAD Fire Department may assume responsibility of the crash site, to the extent needed to secure high value Federal property or conduct any required Federal crash investigation. The Texarkana, Texas, Emergency Management Office will retain overall responsibility for any incident within its jurisdiction.

Section V. Each party will waive all claims against every other party for compensation of any loss, damage, injury or death except those claims authorized under Section 2210, Title 15, United States Code.

Section VI. Section 2210, Title 15, United States Code governs compensations to municipalities/departments for direct costs and losses sustained while fighting fires on federal property.

Section VII. All equipment and personnel used by the Texarkana, Texas, Emergency Management Office in carrying out this agreement will, at the time of action hereunder, be operating and acting in the official capacity for the Texarkana, Texas, Emergency Management Office.

Section VIII. In accordance with AR 420-1, Chapter 25, Fire and Emergency Services requires a comprehensive agreement for responses to incidents including; biological, chemical, radioactive, or explosive materials, subject to Commander's verification, documentation and tracking, that requested departments meet OSHA, DoD, and Army standards for personnel, training, equipment, and material. The use of mutual aid for biological, chemical radioactive, or explosive responses is limited to support functions.

Section IX. Points of Contact:

_____ _____

City of Texarkana, Texas Fire Chief, Texarkana, Texas

2023-158 EXH 'A'

Attachment: 2023-158 EXH 'A' MOA wirh RRAD (4141 : 2023-158 RES MOA with Red River Army Depot)

SUBJECT: Memorandum of Agreement between Red River Army Depot and Texarkana, Texas, Emergency Management Office

City Manager Office

_____
(Date)

_____
Erik S. McClintock
Fire Chief RRAD

_____
(Date)

_____
Jonathan W. Meisel
Colonel, US Army
Commanding

_____
(Date)

Emergency Management

_____
(Date)

_____
Hugh Fortenberry
Director of Emergency Services

_____
(Date)

Attachment: 2023-158 EXH 'A' MOA wirh RRAD (4141 : 2023-158 RES MOA with Red River Army Depot)

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Between
Red River Army Depot
And
Texarkana, Texas Fire Department

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c. Emergency – Any occasion or instance, such as a hurricane, tornado, storm, flood, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mud slide, snowstorm, fire nuclear accident, or any other natural or man-made catastrophe - that warrants action to save lives and to protect property, public health, and safety.

d. Emergency Plan – A document that describe how people and property will be protected in disaster and disaster threat situations; details who is responsible for carrying out specific actions; identifies the personnel, equipment, facilities, supplies, and other resources available for use in the disaster; and outlines how all actions will be coordinated.

e. Emergency Operations Center – A protected site from which emergency officials coordinate, monitor, and direct emergency response activities during an emergency.

f. Incident Commander – Individual tasked with the direction and control of emergency response personnel and equipment, as well as provide overall management at a specific incident site, including public safety and public information. The individual in this position may change depending on the scope, intensity, and duration of the incident.

g. Incident Command System (ICS) – The standardized organizational structure used to command, control, and coordinate the use of resource and personnel that have responded to the scene of an emergency. The concept and principles for ICS include common terminology, modular organization, integrated communication, unified command structure, consolidated action plan, manageable span of control, designated incident facilities, and comprehensive resource management.

Attachment: 2023-158 EXH 'B' MOA with RRAD (4141 : 2023-158 RES MOA with Red River Army Depot)

h. Party – The parties hereto through their respective governing boards or commissions.

i. Requesting Party – The parties hereto in the jurisdiction of which a major disaster has occurred, including but not limited to, fire, flood, earthquake, riot, civil commotion, or other emergencies threatening to life and/or property, of such magnitude that the resources of the said party are, in the determination of the Incident Commander of said part, not sufficient to control or abate the disaster or emergency conditions.

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It is agreed that:

Section II. On request to a representative of the Red River Army Depot (RRAD) Fire Department by a representative of the Texarkana, Texas, Fire Department**,** firefighting equipment and personnel of the RRAD Fire Department may be dispatched to any point within the area for which the Texarkana, Texas Fire Department normally provides fire protection as designed by the representative of the Texarkana, Texas Fire Department.

Section III. On request to a representative of the Texarkana, Texas Fire Department by a representative of the RRAD Fire Department, firefighting equipment and personnel of the Texarkana, Texas Fire Department may be dispatched to any point within the firefighting jurisdiction of the RRAD Fire Department.

Section IV. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

a. Any request for aid under this agreement will include a statement of the amount and type of equipment and personnel requested, and will specify the location to which the equipment and personnel shall respond. Number of personnel to be furnished will be determined by a representative of the responding organization.

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c. A responding organization will be released by the requesting organization when the services of the responding organization are needed within the area for which it normally provides fire protection.

Attachment: 2023-158 EXH 'B' MOA with RRAD (4141 : 2023-158 RES MOA with Red River Army Depot)

d. If a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the Texarkana, Texas Fire Department normally provides fire protection, the RRAD Fire Department may assume responsibility of the crash site, to the extent needed to secure high value Federal property or conduct any required Federal crash investigation. The Texarkana, Texas Fire Department will retain overall responsibility for any incident within its jurisdiction.

Section V. Each party will waive all claims against every other party for compensation of any loss, damage, injury or death except those claims authorized under Section 2210, Title 15, United States Code.

Section VI. Section 2210, Title 15, United States Code governs compensations to municipalities/departments for direct costs and losses sustained while fighting fires on federal property.

Section VII. All equipment and personnel used by the Texarkana, Texas Fire Department**,** in carrying out this agreement will, at the time of action hereunder, be operating and acting in the official capacity for the Texarkana, Texas Fire Department.

Section VIII. In accordance with AR 420-1, Chapter 25, Fire and Emergency Services requires a comprehensive agreement for responses to incidents including; biological, chemical, radioactive, or explosive materials, subject to the Commander's verification, documentation and tracking, that requested departments meet OSHA, DoD, and Army standards for personnel, training, equipment, and material. The use of mutual aid for biological, chemical radioactive, or explosive responses is limited to support functions.

Section IX. Points of Contact:

Attachment: 2023-158 EXH 'B' MOA with RRAD (4141 : 2023-158 RES MOA with Red River Army Depot)

SUBJECT: Memorandum of Agreement between Red River Army Depot and Texarkana, Texas Fire Department

_____
City of Texarkana, Texas
City Manager

_____
(Date)

_____
Fire Chief, Texarkana, Texas
Fire Department

_____
(Date)

_____
Erik S. McClintock
Fire Chief RRAD

_____
(Date)

_____
Hugh Fortenberry
Director of Emergency Services

_____
(Date)

_____
Jonathan W. Meisel
Colonel, US Army
Commanding

_____
(Date)

Attachment: 2023-158 EXH 'B' MOA with RRAD (4141 : 2023-158 RES MOA with Red River Army Depot)

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
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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)
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☐	Flyers Posted	☐	Banners Posted
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☐	None Required	☐	
Other:			

Attachment: 2023-158 Goals and Perspectives (4141 : 2023-158 RES MOA with Red River Army Depot)

RESOLUTION NO. 2023-158

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT WITH RED RIVER ARMY DEPOT TO PROVIDE FIRE AND EMERGENCY SERVICES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has historically provided emergency services under agreement to other government agencies outside the city limits for the preservation of life and property; and

WHEREAS, the Red River Army Depot has a facility outside the city limits of Texarkana, Texas; and

WHEREAS, the Fire Department is willing to provide fire and emergency services to Red River Army Depot; and

WHEREAS, the City Council finds and determines that the City and RRAD would benefit by entering into this memorandum of agreement attached hereto as **Exhibit "A" and Exhibit "B".**

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

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PASSED AND APPROVED in Regular Council Session on this the **11th day of December, 2023.**

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:14 p.m.

Attachment: 2023-158 RES MOA with RRAD (fire) signed (4141 : 2023-158 RES MOA with Red River Army Depot)

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Attachment: 2023-158 RES MOA with RRAD (fire) signed (4141 : 2023-158 RES MOA with Red River Army Depot)

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Attachment: 2023-158 RES MOA with RRAD (fire) signed (4141 : 2023-158 RES MOA with Red River Army Depot)

SUBJECT: Memorandum of Agreement between Red River Army Depot and Texarkana, Texas, Emergency Management Office

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Section IX. Points of Contact:

DAVID ORR
City of Texarkana, Texas

Fire Chief, Texarkana, Texas

2023-158 EXH 'A'

Attachment: 2023-158 RES MOA with RRAD (fire) signed (4141 : 2023-158 RES MOA with Red River Army Depot)

SUBJECT: Memorandum of Agreement between Red River Army Depot and Texarkana, Texas, Emergency Management Office

City Manager Office

12/14/23
(Date)

Erik S. McClintock
Fire Chief RRAD

(Date)

Jonathan W. Meisel
Colonel, US Army
Commanding

(Date)

Emergency Management

(Date)

Hugh Fortenberry
Director of Emergency Services

(Date)

Attachment: 2023-158 RES MOA with RRAD (fire) signed (4141 : 2023-158 RES MOA with Red River Army Depot)

2023-158 EXH 'A'

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b. Disaster – An occurrence of a natural catastrophe, technological accident, or human-caused event that has resulted in severe property damage, deaths.

c. Emergency – Any occasion or instance, such as a hurricane, tornado, storm, flood, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mud slide, snowstorm, fire nuclear accident, or any other natural or man-made catastrophe - that warrants action to save lives and to protect property, public health, and safety.

d. Emergency Plan – A document that describe how people and property will be protected in disaster and disaster threat situations; details who is responsible for carrying out specific actions; identifies the personnel, equipment, facilities, supplies, and other resources available for use in the disaster; and outlines how all actions will be coordinated.

e. Emergency Operations Center – A protected site from which emergency officials coordinate, monitor, and direct emergency response activities during an emergency.

f. Incident Commander – Individual tasked with the direction and control of emergency response personnel and equipment, as well as provide overall management at a specific incident site, including public safety and public information. The individual in this position may change depending on the scope, intensity, and duration of the incident.

g. Incident Command System (ICS) – The standardized organizational structure used to command, control, and coordinate the use of resource and personnel that have responded to the scene of an emergency. The concept and principles for ICS include common terminology, modular organization, integrated communication, unified command structure, consolidated action plan, manageable span of control, designated incident facilities, and comprehensive resource management.

Attachment: 2023-158 RES MOA with RRAD (fire) signed (4141 : 2023-158 RES MOA with Red River Army Depot)

h. Party – The parties hereto through their respective governing boards or commissions.

i. Requesting Party – The parties hereto in the jurisdiction of which a major disaster has occurred, including but not limited to, fire, flood, earthquake, riot, civil commotion, or other emergencies threatening to life and/or property, of such magnitude that the resources of the said party are, in the determination of the Incident Commander of said part, not sufficient to control or abate the disaster or emergency conditions.

j. Responding Party – The party hereto receiving a request for assistance from the requesting party.

It is agreed that:

Section II. On request to a representative of the Red River Army Depot (RRAD) Fire Department by a representative of the Texarkana, Texas, Fire Department, firefighting equipment and personnel of the RRAD Fire Department may be dispatched to any point within the area for which the Texarkana, Texas Fire Department normally provides fire protection as designed by the representative of the Texarkana, Texas Fire Department.

Section III. On request to a representative of the Texarkana, Texas Fire Department by a representative of the RRAD Fire Department, firefighting equipment and personnel of the Texarkana, Texas Fire Department may be dispatched to any point within the firefighting jurisdiction of the RRAD Fire Department.

Section IV. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

a. Any request for aid under this agreement will include a statement of the amount and type of equipment and personnel requested, and will specify the location to which the equipment and personnel shall respond. Number of personnel to be furnished will be determined by a representative of the responding organization.

b. The responding organization will report to the officer in charge of requesting organization (incident commander) at the command post/location to which the equipment is dispatched, and will be subject to the orders of that official. If, at any time, the officer of the equipment and personnel of the responding organization determines that his personnel and/or equipment are being unnecessarily endangered, he may withdraw either or both, provided he first notifies the incident commander.

c. A responding organization will be released by the requesting organization when the services of the responding organization are needed within the area for which it normally provides fire protection.

Attachment: 2023-158 RES MOA with RRAD (fire) signed (4141 : 2023-158 RES MOA with Red River Army Depot)

d. If a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the Texarkana, Texas Fire Department normally provides fire protection, the RRAD Fire Department may assume responsibility of the crash site, to the extent needed to secure high value Federal property or conduct any required Federal crash investigation. The Texarkana, Texas Fire Department will retain overall responsibility for any incident within its jurisdiction.

Section V. Each party will waive all claims against every other party for compensation of any loss, damage, injury or death except those claims authorized under Section 2210, Title 15, United States Code.

Section VI. Section 2210, Title 15, United States Code governs compensations to municipalities/departments for direct costs and losses sustained while fighting fires on federal property.

Section VII. All equipment and personnel used by the Texarkana, Texas Fire Department, in carrying out this agreement will, at the time of action hereunder, be operating and acting in the official capacity for the Texarkana, Texas Fire Department.

Section VIII. In accordance with AR 420-1, Chapter 25, Fire and Emergency Services requires a comprehensive agreement for responses to incidents including; biological, chemical, radioactive, or explosive materials, subject to the Commander's verification, documentation and tracking, that requested departments meet OSHA, DoD, and Army standards for personnel, training, equipment, and material. The use of mutual aid for biological, chemical radioactive, or explosive responses is limited to support functions.

Section IX. Points of Contact:

Attachment: 2023-158 RES MOA with RRAD (fire) signed (4141 : 2023-158 RES MOA with Red River Army Depot)

SUBJECT: Memorandum of Agreement between Red River Army Depot and Texarkana, Texas Fire Department

City of Texarkana, Texas
City Manager

12/14/23
(Date)

Fire Chief, Texarkana, Texas
Fire Department

(Date)

Erik S. McClintock
Fire Chief RRAD

(Date)

Hugh Fortenberry
Director of Emergency Services

(Date)

Jonathan W. Meisel
Colonel, US Army
Commanding

(Date)

Attachment: 2023-158 RES MOA with RRAD (fire) signed (4141 : 2023-158 RES MOA with Red River Army Depot)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 12/8/2023 9:31 AM

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

Subject: Resolution No. 2023-159 authorizing the City Manager to approve the purchase and installation of a scoreboard for the George Dobson baseball field from Nevco, a Buy Board vendor, in the amount of Fifty-five Thousand Six Hundred Nine Dollars and Sixty Cents ($55,609.60), with funds available in the 2023 Bond Fund (Fund 426).

Briefing: 12/11/2023 **Public Hearing:** **Council Vote:** 12/11/2023

Item Schedule
Schedule 3: No briefing required (one week)

Updates/History of Briefing:

(December 11, 2023):
NOT APPLICABLE

Executive Summary and Background Information:

The Parks and Recreation Staff requests the purchase of a new scoreboard at George Dobson Field in Spring Lake Park. The contractor that provided the attached quote of $55,609.60 is Nevco, which were identified from the Buy Board.

Potential Options:

- Approve
- Deny

Fiscal Implications:

$55,609.60 available in the 2023 Bond Fund (Fund 426).

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. 2023-159 RES Authorize City Manager to approve the purchase of a scoreboard for George Dobson Baseball Field (DOCX)
b. 2023-159 Goals & Perspectives (DOCX)
c. 2023-159 ATTH 01 Nevco Quote (PDF)
d. 2023-159 RES Scoreboard for Dobson Park signed (PDF)

Staff Coordination

Parks, Recreation & Health	Completed	Robby Robertson 11/30/2023 4:36 PM	Department Head Review	
Finance Department	Kristin Peeples	Finance Review	Completed	12/01/2023 3:38 PM
City Manager	Jennifer Evans	City Manager Review	Skipped	12/11/2023 6:15 PM
City Council	Jennifer Evans	Meeting	Completed	12/11/2023 6:00 PM

Meeting History

Attachment: 2023-159 RES Authorize City Manager to approve the purchase of a scoreboard for George Dobson Baseball Field (4145 : 2023-159

RESOLUTION NO. 2023-159

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH NEVCO IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND SIX HUNDRED NINE DOLLARS AND SIXTY CENTS ($55,609.60), FOR THE PURCHASE AND INSTALLATION OF A SCOREBOARD, TO BE PAID WITH FUNDS BUDGETED FOR PARKS CAPITAL IMPROVEMENT PROJECTS IN THE GENERAL FUND (FUND 101); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the scoreboard at George Dobson field is in need of an upgrade and this is a budgeted project in the parks capital improvement budget in the General Fund (Fund 101); and

WHEREAS, the project will consist of installation of pitch timer, netting, outdoor signs, controller, receiver for scoreboards with baseball/softball pitch counter; and

WHEREAS, Nevco submitted a proposal with a total cost of **Fifty-five Thousand Six Hundred Nine Dollars, and Sixty Cents ($55,609.60)** through the Texas Buy Board Purchasing Cooperative; and

WHEREAS, the proposal from Nevco is attached as **ATTH 01**.

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

SECTION 1: The City Manager be and is hereby authorized to execute a contract with Nevco through the Texas Buy Board Purchasing Cooperative in an amount not to exceed **Fifty-five Thousand Six Hundred Nine Dollars and Sixty Cents ($55,609.60).**

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 **11th day of December, 2023**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	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: 2023-159 Goals & Perspectives (4145 : 2023-159 RES Authorize CM to approve the purchase of scoreboard for Dobson Field from

QUOTATION

Account Name	City of Texarkana	Created Date	11/27/2023
Quote Number	00160884	Expiration Date	12/6/2023
Contact Name	Ross Cowling	Prepared By	Breanna Crain
Title	Sports Manager	Title	Display and Scoring Consultant
Phone	(903) 798-3978	Fax	(618) 664-0398
Fax	(903) 838-0485	Email Address	bcrain@nevco.com
Email Address	rcowling@txkusa.org		

Quantity	Model/Part #	Product Description	Dimensions L x H x W/D	Unit Price	Discount (Percentage)	Total Price
1.00		Custom 1603-PC with pitch timer		USD 25,889.00	5.00%	USD 24,594.55
1.00		Custom 38' X 14' Netting		USD 2,624.00	5.00%	USD 2,492.80
1.00	ADO 36-3 Arched 1' Ends	Non-illuminated Outdoor Sign		USD 5,143.00	5.00%	USD 4,885.85
1.00	ADO 36-2	Non-illuminated Outdoor Sign	36'x2'	USD 3,043.00	5.00%	USD 2,890.85
1.00	MPCW-7	Controller MPCW-7 (Wired or Wireless)	0.9'x0.8'x4"	USD 1,240.00	5.00%	USD 1,178.00
2.00	MPCW-7 Outdoor Rec	Receiver MPCW-7 (Wireless) for outdoor scoreboards		USD 775.00	5.00%	USD 1,472.50
1.00	MPCW Case	MPC/ MPCW Control Carrying Case	1.7'x1.1'x8"	USD 90.00	5.00%	USD 85.50
1.00	9620	Baseball/Softball Pitch Count LED Timer with Amber/Red Digits	4'x3.5'x8"	USD 2,589.00	5.00%	USD 2,459.55

Ttl Shipping Wt (lbs)	2,875	Subtotal	USD 40,059.60
County	Bowie	Freight	USD 2,427.00
Total Savings!	USD -2,108.40	Installation	USD 13,123.00
		Total	USD 55,609.60

Due to supply chain issues resulting from the pandemic, freight pricing and anticipated schedule for delivery along with performance of services are subject to change.

Additional Notes

Buy Board #678-22

Five year warranty

Please provide TX sales tax certificate to waive TX sales tax

Installation included

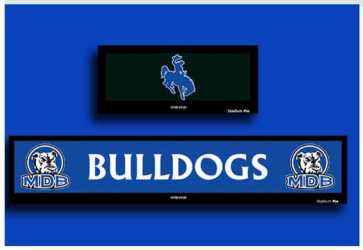
Shipment date-12 Weeks after receipt of valid order

Attachment: 2023-159 ATTH 01 Nevco Quote (4145 : 2023-159 RES Authorize CM to approve the purchase of scoreboard for Dobson Field from

QUOTATION

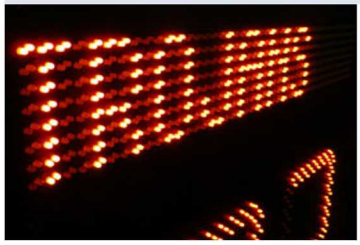
Customers who purchased items in this quote also purchased the following:

Stadium Pro Sound Series



- Stadium Pro 1000 series and Stadium Pro 2000 series available
- Custom designed for the athletic market to provide complete coverage
- Single-point sound source system located at scoreboard
- Speakers and subwoofers will deliver clear, intelligible voice and concert quality music at high decibel levels throughout your facility
- 5 Year Warranty on loudspeakers and custom designed speaker cabinet

Electronic Team Names (ETN)



- Customize the team names
- Easily changed from game to game
- Program team names using the console control
- Bright, long-lasting, energy-efficient LED
- Perfect for Multi-team Complexes or facilities that host Tournaments
- Available on most models

Message Centers



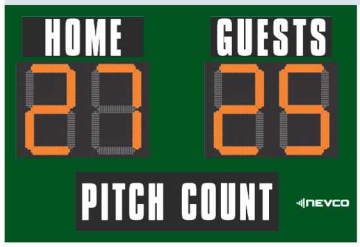
- Flexible advertising solution
- Exciting in-game animations
- Display additional stats and player info
- Long-lasting LED technology
- Full color and monochrome (red or amber)
- Many sizes to fit your scoreboard and venue

Extended Warranty



- Additional protection for 24 months
- Same terms as the included 5-year warranty
- Available for indoor or outdoor scoreboards
- Longest warranty available in industry

Pitch Counter Display



- Comply with league pitch count rules
- Prevent arm injury or fatigue
- Hand-held Wireless operation
- Connects with Nevco scoreboard controls
- Mounts next to new or existing scoreboard
- Multiple sizes and colors available

Attachment: 2023-159 ATTH 01 Nevco Quote (4145 : 2023-159 RES Authorize CM to approve the purchase of scoreboard for Dobson Field from

QUOTATION

Pitch Timer Display



- Wireless operation
- Set any time up to 199 seconds
- Includes horn
- Track time in between pitches or innings
- Comply with NCAA regulations
- Reduce overall game time

Solar Power Kit



- Reduce installation costs
- Install “off-grid” scoreboards and accessories
- No wires, No electric bills.
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- Designed for all weather conditions
- No Trenching. No boring. No overhead lines.
- Complies with NEC standards Section 690

Billing/Shipping Information

Bill To Name	City of Texarkana	Ship To Name	City of Texarkana
Bill To	PO Box 1967 Texarkana, TX 75501 USA	Ship To	4303 North Park Rd. Texarkana, TX 75503 USA

Quote Terms and Conditions

The above pricing is for equipment only and does not include installation (unless specified) or taxes (if applicable). Unless shown specifically in the quote, shipping is an additional cost and is not included. Due to the custom nature of our products, our preferred payment terms are 50% down and remaining balance net 30. Additional payment terms available upon credit review. Shipping terms are F.O.B. Greenville, IL USA.

All Scoreboards and Message Centers are UL Listed and most come with our free 5-year guarantee (Exception: Special promotion/packages may have shorter warranty and are noted in product descriptions). Portable Production Kits carry a 3-year guarantee. Wireless components and Solar Power Kit carry a 2-year guarantee. Hand-held controls, switches and printed scrims carry a 1-year guarantee. Performance and Payment Bonds, if required, will include a one-year warranty after substantial completion.

STATE TAX EXEMPT FORM MUST BE SUBMITTED WITH ORDER OR TAXES WILL BE INVOICED.

Scoreboards are available in 15 standard colors at no extra charge. Please contact your consultant for production/shipping lead times.

Purchase Order Address	Nevco Sports, LLC 301 East Harris Ave Greenville, IL 62246-2151	Remit To Address	Nevco Sports, LLC P.O. Box 74758 Chicago, IL 60694-4758 800.851.4040 / 618.664.0360

Quote Acceptance

Signature _____ Title _____

Name _____ Date _____

Quote Number	00160884	Visit Our Website	www.nevco.com

Attachment: 2023-159 ATTH 01 Nevco Quote (4145 : 2023-159 RES Authorize CM to approve the purchase of scoreboard for Dobson Field from



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RESOLUTION NO. 2023-159

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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 **11th day of December, 2023**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:14 p.m.

Attachment: 2023-159 RES Scoreboard for Dobson Park signed (4145 : 2023-159 RES Authorize CM to approve the purchase of scoreboard for

2023-159 ATTH 01

NEVCO

QUOTATION

BuyBoard Vendor

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Quote Number	00160884	Expiration Date	12/6/2023
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Title	Sports Manager	Title	Display and Scoring Consultant
Phone	(903) 798-3978	Fax	(618) 664-0398
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Buy Board #678-22

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Installation included

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2023-159 ATTH 01

NEVCO

QUOTATION

BuyBoard Vendor

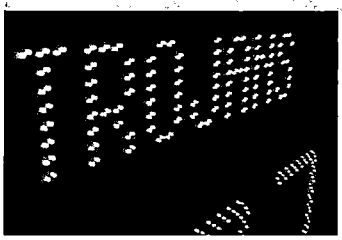
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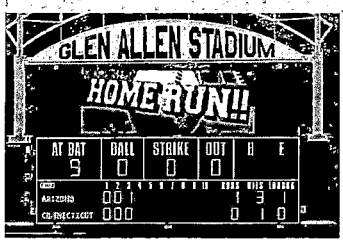
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2023-159 ATTH 01

NEVCO

QUOTATION

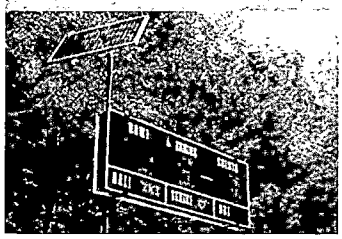
BuyBoard Vendor

Pitch Timer Display



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- Designed for all weather conditions
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Bill To Name	City of Texarkana	Ship To Name	City of Texarkana
Bill To	PO Box 1967 Texarkana, TX 75501 USA	Ship To	4303 North Park Rd. Texarkana, TX 75503 USA

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The above pricing is for equipment only and does not include installation (unless specified) or taxes (if applicable). Unless shown specifically in the quote, shipping is an additional cost and is not included. Due to the custom nature of our products, our preferred payment terms are 50% down and remaining balance net 30. Additional payment terms available upon credit review. Shipping terms are F.O.B. Greenville, IL USA.

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Quote Acceptance

Signature _____ Title CITY MANAGER

Name DAVID ORR Date 12/12/23

Quote Number 00160884 Visit Our Website www.nevco.com

Attachment: 2023-159 RES Scoreboard for Dobson Park signed (4145 : 2023-159 RES Authorize CM to approve the purchase of scoreboard for

2023-159 ATTH 01

NEVCO

QUOTATION

BuyBoard Vendor

Attachment: 2023-159 RES Scoreboard for Dobson Park signed (4145 : 2023-159 RES Authorize CM to approve the purchase of scoreboard for

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 12/4/2023 9:31 AM

Lead Department: Finance Department **Action Officer:** Kristin Peeples,

Subject: Ordinance No. 2023-160 amending the budgeted revenues and expenditures for the 2023 Bond Fund (Fund 426) in the amount of FOURTEEN MILLION SEVEN HUNDRED THOUSAND DOLLARS ($14,700,000) for the fiscal year ending September 30, 2024.

Briefing: 12/11/2023 **Public Hearing:** **Council Vote:** 12/11/2023

Item Schedule

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

On September 11, 2023 the City Council authorized the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2023. The issuance generated fourteen million and seven hundred thousand dollars in funding to the City. These funds were not included in the original budget for the fiscal year ending September 30, 2024. The budget needs to be amended to reflect the additional revenue from bond proceeds and anticipated expenditures.

Potential Options:

- Approve
- Deny

Fiscal Implications:

Payment for the annual debt service on the bond issuance is allocated in Fund 301 Debt Service and will be repaid with current property tax revenue.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

N/A

Board/Committee Recommendation:

N/A

Advisory Board/Committee Meeting Date and Minutes:

N/A

Attachments

a. 2023-160 ORD Amending Budget for 2023 Bond Fund (Fund 426) (DOC)
b. 2023-160 Goals & Perspectives (DOCX)
c. 2023-160 ORD Budg. Amd. 2023 Bond (Fund 426) signed (PDF)

Staff Coordination

Finance Department	Kristin Peeples 12/01/2023 4:07 PM	Department Head Review	Completed	
Finance Department	Kristin Peeples	Finance Review	Completed	12/01/2023 4:07 PM
City Manager	Jennifer Evans	City Manager Review	Skipped	12/11/2023 6:15 PM
City Council	Jennifer Evans	Meeting	Completed	12/11/2023 6:00 PM

Meeting History

ORDINANCE NO. 2023-160

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGETED REVENUE AND EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024, FOR THE 2023 BOND FUND TO APPROPRIATE ADDITIONAL REVENUE AND EXPENDITURES IN THE AMOUNT OF FOURTEEN MILLION SEVEN HUNDRED THOUSAND DOLLARS ($14,700,000); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Texarkana, Texas, approved the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2023 on September 11, 2023; and

WHEREAS, the issuance generated **FOURTEEN MILLION SEVEN HUNDRED THOUSAND DOLLARS ($14,700,000)** in funding to the City of Texarkana, Texas; and

WHEREAS, these funds were not included in the original budget for the fiscal year ending September 30, 2024; and

WHEREAS, the budget for the fiscal year ending September 30, 2024 should be amended to include **FOURTEEN MILLION SEVEN HUNDRED THOUSAND DOLLARS ($14,700,000)** in revenue and expenditures from the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2023.

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

SECTION 1: That the budget estimate of the revenue and expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2023, and ending September 30, 2024, be amended to include **FOURTEEN MILLION SEVEN HUNDRED THOUSAND DOLLARS ($14,700,000)** in revenue and expenditures for the 2023 Bond Fund (Fund 426).

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

PASSED AND APPROVED in Regular Council Session on this the **11th day of December, 2023**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2023-160 ORD Amending Budget for 2023 Bond Fund (Fund 426) (4146 : 2023-160 ORD Amending Budget for 2023 Bond Fund)

City of Texarkana, Texas

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	Low

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2023-160 Goals & Perspectives (4146 : 2023-160 ORD Amending Budget for 2023 Bond Fund)

ORDINANCE NO. 2023-160

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGETED REVENUE AND EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024, FOR THE 2023 BOND FUND TO APPROPRIATE ADDITIONAL REVENUE AND EXPENDITURES IN THE AMOUNT OF FOURTEEN MILLION SEVEN HUNDRED THOUSAND DOLLARS ($14,700,000); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Texarkana, Texas, approved the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2023 on September 11, 2023; and

WHEREAS, the issuance generated **FOURTEEN MILLION SEVEN HUNDRED THOUSAND DOLLARS ($14,700,000)** in funding to the City of Texarkana, Texas; and

WHEREAS, these funds were not included in the original budget for the fiscal year ending September 30, 2024; and

WHEREAS, the budget for the fiscal year ending September 30, 2024 should be amended to include **FOURTEEN MILLION SEVEN HUNDRED THOUSAND DOLLARS ($14,700,000)** in revenue and expenditures from the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2023.

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

SECTION 1: That the budget estimate of the revenue and expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2023, and ending September 30, 2024, be amended to include **FOURTEEN MILLION SEVEN HUNDRED THOUSAND DOLLARS ($14,700,000)** in revenue and expenditures for the 2023 Bond Fund (Fund 426).

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

PASSED AND APPROVED in Regular Council Session on this the **11th day of December, 2023**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:14 p.m.

Attachment: 2023-160 ORD Budg. Amd. 2023 Bond (Fund 426) signed (4146 : 2023-160 ORD Amending Budget for 2023 Bond Fund)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 12/8/2023 9:58 AM

Lead Department: Police **Action Officer:** Michael Henry, Captain

Subject: Resolution No. 2023-161 authorizing the City Manager to enter into a contract with Flock Safety for an amount not to exceed One Hundred Forty-one Thousand Nine Hundred Fifty Dollars ($141,950) to be paid from the General Fund (Fund 101).

Briefing: 12/11/2023 **Public Hearing:** **Council Vote:** 12/11/2023

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Six months ago, the police department deployed several license plate readers. They have proven to be very valuable tools. In just that short period of time, several stolen vehicles have been recovered as a direct result of information received from the LPRs. The recovered stolen vehicles have come from both sides of Texarkana as well as some from out of state. The LPRs have also resulted in the arrest of several persons with felony warrants. The LPRs have also been used to provide information on Hit and Run crashes and Missing Persons.

Potential Options:

- None
-

Fiscal Implications:

The current recurring yearly total for 8 cameras is $21,500.00 Flock has announced a price increase beginning next year. This contract would lock in the current pricing for five years and expand the number of cameras to 11. The recurring yearly total will increase to $28,000.00. The yearly payment will be made from the General Fund (Fund 101).

Staff Recommendation:

It is recommended that the five year contract extension be approved.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2023-161 RES Contract with Flock Safety (DOCX)
b. 2023-161 RES ATTH 01 TX - Texarkana PD - Law Enforcement Agreement (PDF)
c. 2023- 161 Goals & Perspectives (DOCX)
d. 2023-161 RES Contract with Flock Safety signed (PDF)

Staff Coordination

Police	Michael Henry	Department Head Review	Completed	12/06/2023 11:20 AM
Police	Vicky Coopwood	Supervisor Review	Skipped	12/06/2023 3:51 PM
Public Works Department	Angela Humphrey	Reviewer	Completed	12/07/2023 7:27 AM
City Manager	Jennifer Evans	City Manager Review	Skipped	12/11/2023 6:15 PM
City Council	Jennifer Evans	Meeting	Completed	12/11/2023 6:00 PM

Meeting History

RESOLUTION NO. 2023-161

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE-YEAR CONTRACT WITH FLOCK SAFETY IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-ONE THOUSAND NINE HUNDRED FIFTY DOLLARS ($141,950.00) TO PROVIDE AUTOMATED LICENSE PLATE READERS, TO BE PAID FROM THE GENERAL FUND (FUND 101); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the automated license plate readers in operation since June 1, 2023 have proven to be a valuable tool for the investigation of crime and the recovery of stolen property, and

WHEREAS, this contract would expand the number of cameras and ensure their operation and technical support, and

WHEREAS, the duration of the contract is five years, a copy of which is attached hereto as **ATTH 01**, and

WHEREAS, the contract will be paid yearly from the General Fund (Fund 101).

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

SECTION 1: The City Manager be and is authorized to contract with Flock Safety of Atlanta, Georgia in an amount not to exceed **One Hundred Forty-One Thousand Nine Hundred Fifty Dollars** for the above-described services.

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

PASSED AND APPROVED in Regular Council Session on this the **11th day of December, 2023**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-161 RES Contract with Flock Safety (4147 : 2023-161 RES Authorize City Manager to enter into a contract with Flock Safety)

Attachment: 2023-161 RES ATTH 01 TX - Texarkana PD - Law Enforcement Agreement (4147 : 2023-161 RES Authorize City Manager to enter

Flock Safety + TX - Texarkana PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jasmine Norton
jasmine.norton@flocksafety.com
2145425610

flock safety

flock safety

EXHIBIT A
ORDER FORM

Customer:	TX - Texarkana PD	Initial Term:	60 Months
Legal Entity Name:	TX - Texarkana PD	Renewal Term:	24 Months
Accounts Payable Email:	henry@txkusa.org	Payment Terms:	Net 30
Address:	100 N State Line Ave Texarkana, Texas 75501	Billing Frequency:	Annual - First Year at Signing.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$28,000.00**
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	10	Included
Flock Safety Falcon ® Flex	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	3	$1,950.00

Subtotal Year 1:	$29,950.00
Annual Recurring Subtotal:	$28,000.00
Discounts:	$27,500.00
Estimated Tax:	$0.00
Contract Total:	$141,950.00

Attachment: 2023-161 RES ATTH 01 TX - Texarkana PD - Law Enforcement Agreement (4147 : 2023-161 RES Authorize City Manager to enter

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$29,950.00
Annual Recurring after Year 1	$28,000.00
Contract Total	$141,950.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$27,500.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

Attachment: 2023-161 RES ATTH 01 TX - Texarkana PD - Law Enforcement Agreement (4147 : 2023-161 RES Authorize City Manager to enter

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Floc Hardware.
Flock Safety Falcon® Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

Attachment: 2023-161 RES ATTH 01 TX - Texarkana PD - Law Enforcement Agreement (4147 : 2023-161 RES Authorize City Manager to enter

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/terms-and-conditions

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: TX - Texarkana PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

Attachment: 2023-161 RES ATTH 01 TX - Texarkana PD - Law Enforcement Agreement (4147 : 2023-161 RES Authorize City Manager to enter

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:			

Attachment: 2023- 161 Goals & Perspectives (4147 : 2023-161 RES Authorize City Manager to enter into a contract with Flock Safety)

RESOLUTION NO. 2023-161

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE-YEAR CONTRACT WITH FLOCK SAFETY IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-ONE THOUSAND NINE HUNDRED FIFTY DOLLARS ($141,950.00) TO PROVIDE AUTOMATED LICENSE PLATE READERS, TO BE PAID FROM THE GENERAL FUND (FUND 101); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the automated license plate readers in operation since June 1, 2023 have proven to be a valuable tool for the investigation of crime and the recovery of stolen property, and

WHEREAS, this contract would expand the number of cameras and ensure their operation and technical support, and

WHEREAS, the duration of the contract is five years, a copy of which is attached hereto as **ATTH 01**, and

WHEREAS, the contract will be paid yearly from the General Fund (Fund 101).

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

SECTION 1: The City Manager be and is authorized to contract with Flock Safety of Atlanta, Georgia in an amount not to exceed **One Hundred Forty-One Thousand Nine Hundred Fifty Dollars** for the above-described services.

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

PASSED AND APPROVED in Regular Council Session on this the **11th day of December, 2023**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:14 p.m.

Attachment: 2023-161 RES Contract with Flock Safety signed (4147 : 2023-161 RES Authorize City Manager to enter into a contract with Flock

Flock Safety + TX - Texarkana PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jasmine Norton
jasmine.norton@flocksafety.com
2145425610

flock safety

Attachment: 2023-161 RES Contract with Flock Safety signed (4147 : 2023-161 RES Authorize City Manager to enter into a contract with Flock

flock safety

EXHIBIT A
ORDER FORM

Customer:	TX - Texarkana PD	Initial Term:	60 Months
Legal Entity Name:	TX - Texarkana PD	Renewal Term:	24 Months
Accounts Payable Email:	henry@txkusa.org	Payment Terms:	Net 30
Address:	100 N State Line Ave Texarkana, Texas 75501	Billing Frequency:	Annual - First Year at Signing.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			$28,000.00
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	10	Included
Flock Safety Falcon ® Flex	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	3	$1,950.00

Subtotal Year 1:	$29,950.00
Annual Recurring Subtotal:	$28,000.00
Discounts:	$27,500.00
Estimated Tax:	$0.00
Contract Total:	$141,950.00

Attachment: 2023-161 RES Contract with Flock Safety signed (4147 : 2023-161 RES Authorize City Manager to enter into a contract with Flock

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$29,950.00
Annual Recurring after Year 1	$28,000.00
Contract Total	$141,950.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$27,500.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

Attachment: 2023-161 RES Contract with Flock Safety signed (4147 : 2023-161 RES Authorize City Manager to enter into a contract with Flock

Product and Services Description

2023-161 ATTH 01

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint© technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
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One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
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FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
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Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

Attachment: 2023-161 RES Contract with Flock Safety signed (4147 : 2023-161 RES Authorize City Manager to enter into a contract with Flock

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/terms-and-conditions

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Customer: TX - Texarkana PD**	
By:		By:	
Name:		Name:	DAVID ORR
Title:		Title:	CITY MANAGER
Date:		Date:	12/12/23
		PO Number:	

Attachment: 2023-161 RES Contract with Flock Safety signed (4147 : 2023-161 RES Authorize City Manager to enter into a contract with Flock

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 12/8/2023 9:38 AM

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

Subject: Resolution No. 2023-164 authorizing the City Manager to sign an addendum for Komatsu Architecture for Perot Theatre renovations, in an amount not to exceed Three Hundred Seventy Thousand Dollars ($370,000) with funds from the 2023 Bond (Fund 426).

Briefing: 12/11/2023 **Public Hearing:** **Council Vote:** 12/11/2023

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

Updates/History of Briefing:

(December 11, 2023):
NOT APPLICABLE

Executive Summary and Background Information:

Authorizing the City Manager to sign an addendum for Komatsu Architecture for Perot Theatre renovations in an amount not to exceed $370,000.00, from the 2023 Bond (Fund 426).

Potential Options:

- Approve
- Deny

Fiscal Implications:

$370,000.00 from 2023 Bond (Fund 426)

Staff Recommendation:

Staff recommend 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. 2023-164 ATTH 01 - KA Scope and Task 1 Fee (PDF)
b. 2023-164 ATTH 02 - G802-2017 - 2023 Final - 001 Amendment(1)(1) (PDF)

c. 2023-164 ATTH 03 - JQ - Perot Theater Task 2 Proposal - Structural (PDF)
d. 2023-164 ATTH 04 - G802-2017 - 2023 Final - Task 2(1) (PDF)
e. 2023-164 RES Approve an addendum to contract with Komatsu Architecturenot to exceed $370,000 (DOCX)
f. 2023-164 Goals & Perspectives (DOCX)
g. 2023-164 RES Komatsu Adden to Contract for Perot signed (PDF)

Staff Coordination

Parks, Recreation & Health	Keith Beason	Department Head Review	Skipped	12/07/2023 12:34 PM
Finance Department	Kristin Peeples	Finance Review	Completed	12/08/2023 9:06 AM
City Manager	Jennifer Evans	City Manager Review	Skipped	12/11/2023 6:15 PM
City Council	Jennifer Evans	Meeting	Completed	12/11/2023 6:00 PM

Meeting History

KOMATSU
ARCHITECTURE

November 10, 2023

Mr. David Orr, City Manager
City of Texarkana
200 Texas Blvd
Texarkana, TX 75501

RE: Perot Theatre Enhancements
Re-engagement by AIA G802-2017 Amendment of Professional Services Agreement

Mr. Orr:

Thank you for continuing with our firm on your City's Enhancements Program for the historic Perot Theatre. We are proposing a two-step re-engagement effort that places your highest priority, the stage grid, rigging, along with the necessary electrical and mechanical modifications as may be required, as Task 1; (Sound and Lighting consultation can be added to this scope if desired). the renovation components identified in our prior study and revisions as now directed by the City is Task 2. As Task 2 requires updating our team to the City's revised renovation and repair components, it will take several more weeks to refresh the technical package understanding and corresponding consulting fees. This can also be a G802 Amendment.

Task 1: Stage Improvements Evaluation – anticipate 4+ months due to holidays

1. Review any new data, reports, or City information on the stage house; prior Komatsu team evaluations will be incorporated
2. One site visit by required consultant teams
    a. Session with Theatre Staff can be virtually before visit in preparation, or combined with on-site visit
    b. Supplemental discussions via virtual sessions can be arranged prior to site visit and during evaluation; helpful for staff to have previous venue contract requirements as illustrations of roadshow requirements anticipated by theater programming and booking range
3. Staff provided anticipated theatre schedule flexibility for Task 1 implementation
4. Options, if any that staff and City would anticipate for documentation and bidding scope (next phase); Note-no lighting or sound design included in Shuler Shook/team scope
5. Provide conceptual structural modification recommendations for new grid and rigging support; MEP focus on electrical upgrades and systems compatibility for roadshows
6. Existing systems demo/removal strategies and conceptual plan (means and methods by Contractor)
7. Report/documentation to support budget estimate

Respectfully,

Karl A. Komatsu
President

3880 HULEN STREET SUITE 300 • FORT WORTH, TX 76107-7274 • 817 332 1914 VOICE • 817 877 47

Attachment: 2023-164 ATTH 01 - KA Scope and Task 1 Fee (4151 : 2023-164 RES Addendum for Komatsu Architecture for Perot The)

KOMATSU
ARCHITECTURE

Attachment: 2023-164 ATTH 01 - KA Scope and Task 1 Fee (4151 : 2023-164 RES Addendum for Komatsu Architecture for Perot The)

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Perot Theater 2024 Enhancements

AGREEMENT INFORMATION:
Date: November 13, 2023

AMENDMENT INFORMATION:
Amendment Number: 01.0
Date: November 13, 2023

OWNER: *(name and address)*
City of Texarkana
200 Texas Blvd
Texarkana, TX 75501

ARCHITECT: *(name and address)*
Komatsu Architecture
3880 Hulen St Suite 300
Fort Worth, TX 76107-7274

The Owner and Architect amend the Agreement as follows:
Task 1 by this Amendment: Scope and Fee Letter dated November 10, 2023

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Stipulated Sum
$70,000 plus expenses if beyond one site visit is required; to be approved by Per Diem/Trip basis

Schedule Adjustment:
TBD by City

SIGNATURES:

Komatsu Architecture	City of Texarkana
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
Karl A Komatsu, President	David Orr, City Manager
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
11.10.2023	
DATE	**DATE**

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User Notes:

- Attachment: 2023-164 ATTH 02 - G802-2017 - 2023 Final - 001 Amendment(1)(1) (4151 : 2023-164 RES Addendum for Komatsu Architecture for

shaping the built environment

100 GLASS STREET, DALLAS, TEXAS 75207
214 752.9098 PHONE
JQENG.COM

12.05.23

Mr. Karl Komatsu
Komatsu Architecture
3880 Hulen Street, Suite 300
Fort Worth, Texas 76107

Re: Proposal – Scope of Structural Engineering Services and Compensation (Part I)
Perot Theater Renovation - Task 2, Texarkana, Texas

Dear Mr. Komatsu,

We are pleased to express our interest in providing structural engineering services for the referenced project and offer the following proposal for your consideration.

SCOPE OF PROJECT

We understand the scope of the project to be the renovation and expansion of the historic Perot Theater, Texarkana, Texas. It is understood that original construction documents for the theater are not available, but that some renovation construction documents will be provided for our use. The structural engineering scope for Task 2 includes the following:

Main Theater Building

- Addition of new restrooms on Ground and Mezzanine floors.
- One (1) new elevator for the main house with shaft and pit.
- New vertical stage lift with two stops at the revised rear stage and prop area. The two stops will be the basement and ground level.
- Renovated box office area. This may be converted to a new vertical access lobby or may remain a box office.
- Supplemental mechanical capacity for Balcony. Anticipated the structural scope will consist of support for new mechanical units and penetrations for duct work.
- Main supply duct rework for noise baffling. Additional penetrations are not anticipated with this scope, but the existing structure will need to be reviewed for the additional ductwork.

Stage House Operations Area

- Renovation of existing Police Annex.
- Retrofit of rear alley to accommodate the following:
  - Covered and secured at grade loading dock for supplies, props, traveling venue loading.
  - Props transfer from renovated Annex. Either a canopy structure or an enclosed building is anticipated to cross the existing alley.

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This proposal does not include scope or fees for implementation of fly loft modifications which are being investigated under Task 1 services. Fees for this work will be provided at the completion of the Task 1 investigation.

BASIC SERVICES

Our services will include the following:

1. One (1) site visit to observe the structural framing at each building in order to assess the structural condition of these elements. The observation will be performed from ground level and from safely accessible elevated levels and to the extent that the framing is not covered by finishes.

2. Review of existing construction documents to be provided by others for our use.

3. Participate in establishment of structural design criteria and determination of the primary structural framing scheme.

4. Development of testing program. This testing will be procured and paid for by the Owner and could include:
   a. Cores of the concrete to determine concrete strength.
   b. Ferroscan or ground penetrating radar (GPR) to determine approximate size and location of embedded reinforcing steel.
   c. Excavation of test pits as necessary to verify construction and determine condition of foundations, grade beams, etc.

5. Engineering calculations for the design of the primary structural frame and structural modifications. Foundations will be designed and detailed in accordance with the recommendations in a Geotechnical Report prepared specifically for this site.

6. Preparation of construction drawings for the structural portions of the work.

7. Preparation of structural specifications.

8. Assist the Architect in designing and detailing of miscellaneous metal fabrications for the items noted below. Detailing and specification of these items will be the responsibility of the Architect:
   a. Metal stairs: Stringer dimensions will be provided, if requested
   b. Toilet partition supports
   c. Curtain wall or window wall bracing
   d. Cold formed metal framing (CFMF): Preliminary member sizes will be provided for detailing purposes only.

9. Provision of structural performance requirements for the following items to be included in the performance specifications being prepared by others:
   a. Pre-cast concrete building components, including architectural precast concrete
   b. Performance specified steel framing
   c. Cold-formed metal framing at exterior and interior conditions

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d. Metal stairs
e. Inserts, embeds, and hangers for mechanical, electrical, and plumbing hanging pipes, conduits, cable trays and equipment.

10. Preparation of addenda as required during bidding period and answering questions regarding structural plans and specifications.

11. Construction administration:
a. A maximum of four (4) site visits and/or construction administration and/or pre-construction meetings, including the preparation of observation reports.
b. Review of structural shop drawings and submittal data.
c. Review and respond to RFI's
d. Preparation of ASI's and change orders.
e. Review of change orders
f. Review of testing laboratory reports

Services excluded from basic services but not limited to:

1. Any scope of work not specifically stated above.

2. Design and detailing of sitework including paving, sidewalks, flag and high mast light foundations (poles over 30 feet in height), retaining walls, bollards, dumpster pads, sign foundations, site sculpture foundations, etc., unless specifically included above.

3. Design for support of roof top solar array.

4. Structural engineering design and detailing of specialty engineered building systems including but not limited to the following performance specified items:
a. Pre-cast concrete building components
b. Performance specified steel framing
c. Cold-formed metal framing at exterior and interior conditions
d. Metal stairs

5. Design, detailing, coordination, or layout of embeds or inserts for the support of mechanical, electrical, or plumbing hanging piping, conduits, cable trays, or other equipment.

6. Design and detailing of monumental, "grand," or architectural stairs.

7. Design of wall systems, including internal reinforcing of window and curtainwall systems.

8. BIM modeling of existing building elements.

9. Opinions of probable construction costs.

10. Geotechnical investigations and material testing.

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11. Fast track production of structural drawings ahead of the architectural and MEP drawings.

12. Design of structural slab system for ground floor modifications.

13. Design of tornado shelters or safe rooms.

14. Design of temporary or permanent earth retention systems.

15. Detailing or specification of waterproofing or dampproofing. JQ may graphically indicate these items as appropriate and designate these items as work specified elsewhere in the Construction Documents.

16. Construction administration:
    a. Additional site visits beyond the number listed above.
    b. Review of formwork and shoring drawings.
    c. Review of embeds, inserts and/or hangers and accessories for hanging fire suppression piping and equipment.
    d. Preparation of record documents.

17. Special inspections or responsibility for special inspections as the registered design professional in responsible charge (as defined by the International Building Code).

18. Assistance with the permitting process.

19. Testing of existing in place materials or framing systems to determine strengths, properties of materials or similar information. If testing is required, these services will be procured by and paid for by the Owner.

20. Field measurements of existing structures or framing except as specifically needed to complete the scope of work outlined above. Existing structures or framing will be depicted in accordance with existing documents provided by others.

ALTERNATE SERVICES

1. Preparation of construction documents and provision of construction administration services for Task 1 related to modifications and upgrades to the fly loft of the theater.

2. Below grade connector between the annex and the main building.

3. Additional site visits beyond the number listed in basic services.

FEES

We propose to provide engineering services for the following lump sum fees plus reimbursable expenses:

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Basic Scope	$95,000.00
Alternate Service (1) – Task 1 Implementation	TBD
Alternate Service (2) – Below Grade Connector	TBD
Alternate Service (3) – Additional Site Visits	$2,000.00 per visit

Authorized additional services will be billed at the following hourly rates plus reimbursable expenses:

Partner	$295.00 / hour
Principal	$255.00 / hour
Senior Project Manager	$225.00 / hour
Engineering Technical Lead	$215.00 / hour
Project Manager	$175.00 / hour
Senior Project Engineer	$160.00 / hour
Project Engineer	$145.00 / hour
BIM Manager	$165.00 / hour
Senior Technician	$145.00 / hour
Technician	$120.00 / hour
Intern	$80.00 / hour
Administrative	$95.00 / hour

REIMBURSABLE EXPENSES

Reimbursable expenses will be invoiced at 1.10 times net cost to JQ. Reimbursable expenses include:

- Travel expenses including mileage at IRS approved rates.
- Reprographic and photographic services.
- Delivery service charges.
- Authorized sub-consultant fees.

PAYMENT SCHEDULE

Invoices for progress payments of the basic fee will be billed each month for services performed during the prior month on a percentage of completion basis in accordance with the following schedule:

Schematic Design	15%
Design Development	25%
Construction Document	40%
Construction Administration	20%

If this proposal is acceptable, please sign Part I and return one copy to our office. Signature of Part I also acknowledges and accepts the terms and conditions set forth in Part II of this proposal. These documents will serve as our contract for this project unless superseded by a standard form agreement. We appreciate your consideration and look forward to working with you.

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Sincerely,
JQ Engineering, LLP

Stephen H. Lucy, PE
Partner
Accepted by:

Komatsu Architecture _____ Date _____

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JQ Engineering, LLP
PROFESSIONAL SERVICES AGREEMENT
PART II - TERMS AND CONDITIONS

WHEREAS: This Professional Services Agreement is made and entered into between **Komatsu Architecture** (Client) and **JQ Engineering, LLP** (Engineer) a Texas Limited Liability Partnership. This Agreement consists of two parts: Part I - Proposal - Scope of Services and Compensation. Part II - Terms and Conditions

ARTICLE 1: PROFESSIONAL SERVICES

1.1 **Services**. In connection with the property described in the Proposal ("Property"), Engineer shall render the professional services ("Services") for the project described in the Proposal ("Project") as outlined in the Proposal and any Amendments.

1.2 **Agreement**. The Professional Services Agreement includes the Proposal dated December 5, 2023, Amendments to the Proposal, and these Terms and Conditions (collectively, the "Agreement").

ARTICLE 2: PROPOSALS

2.1 **Scope**. The Proposal(s) shall identify the specific scope of Services to be performed and the amount and type of compensation for the specific services. Any services not specifically identified in the Proposal are excluded unless added as additional services with additional compensation to Engineer.

2.2 **Acceptance of Agreement**. Client shall authorize and Engineer shall commence work upon Engineer's receipt of the properly executed and signed Proposal(s), as may be amended from time to time. If the Agreement is not executed by Client within thirty (30) days of the date tendered, it shall become invalid unless: (1) Engineer extends the time in writing; or (2) at the sole option of Engineer, Engineer accepts Client's oral authorization to proceed with the services, in which event the terms of the oral authorization shall be presumed to include all the terms of this Agreement. Engineer's performance of the services under the oral authorization shall be in reliance on the inclusion of all the terms of this Agreement in the oral authorization and the effective date of the Agreement is the date of the Proposal.

ARTICLE 3: CHANGES

3.1 **Changes**. The Engineer and Client may at any time, by written amendment, make changes within the general scope of individual Proposal(s) or relating to services to be performed. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services under individual Proposals, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 **Regulatory Changes**. In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement and subsequent Proposals shall be reflected in an appropriate Proposal Amendment.

ARTICLE 4: THE TERM

4.1 **Term**. Engineer shall be retained by Client as of the date Client executes the attached Proposal until the Services have been fully performed or until the Engineer's Services are terminated under provisions of the Agreement. Engineer will pursue completion of Services in accordance with the timely completion specified in the Proposal and any amendments thereto. Engineer shall not be liable or responsible for any delays caused by circumstances beyond Engineer's control.

ARTICLE 5: DUTIES

5.1 **Access**. Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 **Client-furnished Data**. Client shall provide all criteria and full information as to Client's requirements for the Project, designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Engineer's submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work. Client shall also do the following and pay all costs incident thereto: Furnish to Engineer core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; architectural or other engineering design documents, and any other information previously made available to the Client, which may be required by Engineer, all of which Engineer may rely upon the accuracy of in performing its Services.

Client shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of contractor(s)' applications for payment, and any inspection services to determine if contractor(s) are performing the work.

5.3 **Other Information**. Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4. **Ownership of Documents**. All designs, drawings, specifications, documents, and other work products of the Engineer (collectively, the "Documents"), whether in hard copy or electronic form, are instruments of service for the services and are owned by the Engineer regardless of whether or not services are completed. Reuse, change or alteration of the Documents by the Client or by others acting through or on behalf of the Client is not permitted without the written consent of Engineer. ANY REUSE, CHANGE OR ALTERATION OF THE DOCUMENTS BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY THE ENGINEER, ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONTRACTORS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ENGINEER'S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH AUTHORIZED OR UNAUTHORIZED REUSE, CHANGE OR ALTERATION.

5.5. **Reporting Obligations**. Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that it may be required by law to give to governmental entities.

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5.6 **Laboratory Services**. In performing services, Engineer may make use of an independent testing laboratory. Certain testing or laboratory services are the responsibility of Client or third parties. Engineer will not, and Client shall not rely upon Engineer to, check the quality or accuracy of the testing laboratory's services and Engineer will rely on the accuracy of the testing or laboratory services.

5.7. **Changed Conditions**. The Client shall rely on the Engineer's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer. Should Engineer call for contract renegotiation, the Engineer shall identify the changed conditions necessitating renegotiation and the Engineer and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.8 **Site Visit**. All conclusions, opinions and recommendations will be based upon site conditions at the Property as they existed at the time of Engineer's site visit. Any report should not be relied upon to represent conditions at a later date. This paragraph does not obligate the Engineer to perform construction administration services.

5.9 **Opinions of Cost**. Should Engineer provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Engineer and are merely opinions. Engineer does not warrant that actual costs will not vary from those opinions because, among other things, Engineer has no control over market conditions.

5.10 **Construction Observation**. If construction phase services are included in the Services, the Engineer shall periodically visit the Project during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous Project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). Regardless of the inclusion of construction phase services as part of the Services, any use of the word "inspect" in any communication relating to services provided by the Engineer is understood to mean a general visual observation and not a detailed, scrutinized investigation of the site or the contractor's work.

5.11 **No Responsibility for Contractor's Work or Safety**. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). Engineer shall not be responsible for any contractor's failure to comply with any laws, regulations, standards or ordinances relating to the contractor's performance of its work.

5.12 **Permits**. Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Services or the Property. Before Engineer performs the Services, Client will provide Engineer evidence satisfactory to Engineer that all required permits or other approvals have been obtained and that all required notices have been given. Client will provide to Engineer copies of any such permits or any such notices, together with any other relevant information that will alert Engineer to the requirements of such permits, approvals, or notifications.

5.13 **Standard of Care**. In providing services under this Agreement, the Engineer shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

5.14 **Third-Part Beneficiaries**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Engineer. The Engineer's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Engineer because of this Agreement or the performance or nonperformance of services hereunder. The Client and the Engineer agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

5.15 **Accessibility Compliance**. Various federal and state statutes such as the Americans with Disabilities Act, Fair Housing Act and Texas Architectural Barriers Act may be applicable to the design and construction of the Project. Notwithstanding anything to the contrary in this Agreement, Engineer does not represent, warrant or guaranty that the Engineer's design will comply with all interpretations of these statutory requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they may apply to the Project.

5.16 **Fast-Track Projects**. This clause 5.16 only applies if a fast track process is identified as part of the scope of Engineer's Services or is required due to changes in the Project after the effective date of the Agreement. In consideration of the benefits to the Client of employing the fast track process in which some of the Engineer's Services overlap the construction work and are out of sequence with the traditional project delivery method, and in recognition of the inherent risks of fast tracking, including but not limited to design conflicts and errors and omissions, Client agrees to waive all claims against the Engineer for damages or costs relating to design changes and modification of portions of the contractor's work due to the Client's decision to employ the fast track process. Client further agrees to compensate Engineer for all Additional Services that arise as a result of the fast track process.

ARTICLE 6: COMPENSATION FOR SERVICES

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6.1 **Compensation for Services**. Engineer's compensation for services shall be set forth in individual Proposal(s).

6.2 **Compensation**. Client agrees to pay Engineer for Services in accordance with the Agreement. Expenses directly related to these Services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a ten percent (10%) markup on cost, unless these costs have been included in individual proposals.

6.3 **Payments**. Engineer will invoice Client monthly in accordance with the terms and conditions of the Proposal, and amendment(s) for Services and reimbursables. Client agrees to promptly pay Engineer at its office at **100 Glass Street, Dallas, Texas** 75207, the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.4 **Sales and Use Tax**. Sales Tax must be collected on Surveying Fees for the establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to the Sales Tax. Sales Tax shall be per the current applicable governing authority tax rates. In the event subsequent taxes are levied by Federal, State, or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

6.5 **Right to Stop Performance**. If Client does not pay any amount due to Engineer within thirty (30) days after the invoice date, Engineer may, upon three (3) additional days verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.6 **Interest**. Payments due and unpaid to Engineer under the Agreement shall bear interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.

6.7 **Attorney's Fees**. In the event Engineers' invoices for Services are given to any attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Engineer all cost of collection, including the maximum attorney's fees allowed by law and court costs, in addition to other amounts due.

6.8 **Contractual Lien**. In the event the Client is the owner, or agent of the owner, of the Property (fee and/or leasehold estate), Client grants to Engineer a contractual lien, in addition to all statutory and other liens that may exist, on the Property and improvements thereon where the Project is located to secure payment for all debts owed, now or in the future, to Engineer by Client including those arising as a result of Engineer's services provided under this Agreement. Client grants Engineer the authority and right to file a copy of this Agreement in the public records of the county or counties where the Project is located to give notice of Engineer's lien rights.

ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination**. This Agreement may be terminated without cause at any time prior to completion of Engineer's services, either by Client or by Engineer, upon seven (7) days written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Engineer shall discontinue work under this Agreement. Such termination shall release Engineer from any further obligation to provide Services to Client on this Agreement, but all obligations of Client shall continue. In the event Client terminates the Agreement based on Client's reasonable opinion the Engineer has failed or refused to prosecute the work efficiently, promptly or with diligence, the Engineer shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement or Proposal(s).

Client waives any and all claims it has against Engineer arising out of termination of this Agreement by Engineer. Client waives any and all claims, causes of action, or damages that it has or may have against Engineer for failure to perform further services under this or any other Agreement with Client.

7.2 **Compensation in Event of Termination**. Upon termination by either Client or Engineer, Client shall pay Engineer with respect to all contracted Services rendered and expenses incurred before termination an amount fixed by applying the Engineer's standard hourly rates, in force at the time of termination, to all Services performed to date, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.

ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 **Independent Contractor**. It is understood that the relationship of Engineer to Client shall be that of an independent contractor at all times during the performance of this agreement and no provision or obligation expressed or implied in this Agreement shall create an employment, agency, or fiduciary relationship. Neither Engineer nor employees of Engineer shall be deemed to be employees of Client.

ARTICLE 9: LIMITATION OF LIABILITY

9.1 **Limitation of Liability**. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF ENGINEER, ITS EMPLOYEES, OFFICERS, SUBCONSULTANTS AND SUBCONTRACTORS, TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS SHALL NOT EXCEED THE ENGINEER'S TOTAL RECEIVED FEE NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED DUE TO THE FAULT OF THE OTHER PARTY, REGARDLESS OF THE NATURE OF THIS FAULT OR WHETHER IT WAS COMMITTED BY THE CLIENT OR BY ENGINEER, THEIR EMPLOYEES, AGENTS, SUBCONSULTANTS, OR SUBCONTRACTORS. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF USE AND LOSS OF PROFIT.

9.2 **No Certification.** Engineer shall not be required to sign any documents that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with Engineer or payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

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9.3 **Asbestos or Hazardous Materials**. It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the Property, or should it become known in any way that such materials may be present at the Property or any adjacent areas that may affect the performance of Engineer's Services, Engineer may, at its option and without liability for consequential or other damages, suspend performance of Services on the Project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials and warrant that the Property is in full compliance with applicable laws and regulations.

9.4 **Delays**. Engineer is not responsible for delays caused by factors beyond Engineer's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Engineer's Services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Engineer's reasonable control occur, the Client agrees Engineer is not responsible for damages, nor shall Engineer be deemed to be in default of this Agreement. In the event such delay exceeds ninety (90) days, Engineer shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation. In the event Engineer is delayed by the Client and such delay exceeds thirty (30) days, Engineer shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

9.5 **Project Enhancement**. If, due to Engineer's error or omission, any required item or component of the Project is omitted from Engineer's documents, Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Engineer be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

ARTICLE 10: MISCELLANEOUS

10.1 **Entire Agreement**. The Agreement contains the entire agreement between Engineer and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by written document executed by both parties.

10.2 **Modifications**. No one has authority to make variations in, or additions to, the terms of this Agreement on behalf of Engineer other than one of its officers, and then only in writing.

10.3 **Governing Law**. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.4 **Venue**. Engineer and Client agree that the services will be performed or partially performed in **Dallas County**, Texas, and the venue of any action under the Agreement shall be exclusively in **Dallas County**, Texas.

10.5 **Severability**. If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.6 **Construction of Agreements**. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.7 **Successor and Assigns**. Client, for himself and partners, if any, and Engineer, for itself, each binds himself or itself and its successors, executors, administrators and assigns to the other party to this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither Client nor Engineer shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and Engineer. Client's representative signing below warrants that he or she has full authority to bind Client to this Agreement and further warrants that Client has an ownership interest in the real property that is part of the Project. Client's representative signing below agrees to indemnify, save, and hold Engineer harmless for any and all claims, causes of action, and damages that may arise against Engineer if the representations contained in this Paragraph are not correct.

Nothing in Agreement restricts Engineer's ability to hire subcontractor in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless the Engineer gives Client prior and specific written approval.

10.8 **Dispute Resolution**. Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve all disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

Attachment: 2023-164 ATTH 03 - JQ - Perot Theater Task 2 Proposal - Structural (4151 : 2023-164 RES Addendum for Komatsu Architecture for

10.9 **Mediation**. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include similar mediation provisions in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.10 **No Warranty**. Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations, drawings, specifications, or professional advice. Any warranties or guarantees contained in any purchase orders, certifications, requisitions, or notices to proceed issued by the Client are specifically objected to and excluded. Client recognizes that neither Engineer nor any of Engineer's subconsultants or subcontractors owes any fiduciary responsibility to Client.

10.11 **Survival of Provisions**. Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Engineer and of Client which would otherwise survive termination of the Services.

10.12 **Corporate Liability.** Client understands and agrees that Engineer is a business entity that has contracted to perform services and any services provided by Engineer's employees, agents, partners, members or officers are not provided in their individual capacity. Client will not make any claim or demand against any of Engineer's employees, officers, directors, members, partners or affiliated business entities.

10.13 **Confidentiality**. If Client or Engineer receives information specifically designated by the other party as confidential, the receiving party shall keep such information confidential and shall not disclose it to any person, except to those who need to know such information for the Project. This section shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Client or Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other authority with proper jurisdiction, or if it is reasonably necessary for the Client or Engineer to defend itself from any suit or claim.

END OF PROFESSIONAL SERVICES AGREEMENT

Attachment: 2023-164 ATTH 03 - JQ - Perot Theater Task 2 Proposal - Structural (4151 : 2023-164 RES Addendum for Komatsu Architecture for

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Perot Theatre 2024 Enhancements

AGREEMENT INFORMATION:
Date: December 05, 2023

AMENDMENT INFORMATION:
Amendment Number: 02.0
Date: December 11, 2023

OWNER: *(name and address)*
City of Texarkana
220 Texas Blvd
Texarkana, TX 75501

ARCHITECT: *(name and address)*
Komatsu Architecture
3880 Hulen Street Suite 300
Fort Worth, TX 76107-7274

The Owner and Architect amend the Agreement as follows:
Task 2 by this Amendment: Scope and Fee Letter dated December 5, 2023

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
NTE Sum
$300,000 plus expenses as pre-approved by City

Schedule Adjustment:
TBD by City

SIGNATURES:

Komatsu Architecture	City of Texarkana, TX
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
Karl A Komatsu	
SIGNATURE	**SIGNATURE**
Karl A Komatsu, President	David Orr, City Manager
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
12.05.2023	12.11.2023
DATE	**DATE**

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User Notes: (3B9ADA46)

Attachment: 2023-164 ATTH 04 - G802-2017 - 2023 Final - Task 2(1) (4151 : 2023-164 RES Addendum for Komatsu Architecture for Perot The)

RESOLUTION NO. 2023-164

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN AN ADDENDUM TO THE CONTRACT WITH KOMATSU ARCHITECTURE FOR PEROT THEATRE RENOVATIONIN IN AN AMOUNT NOT TO EXCEED THREE-HUNDRED SEVENTY THOUSAND DOLLARS ($370,000), TO BE PAID WITH FUNDS BUDGETED IN THE 2023 BOND (FUND 426); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the suggested renovations to the Perot Theatre by the city's consultant Komatsu Architecture is divided into two tasks; and

WHEREAS, Task 1 will consist of stage enhancements, which include the installation of a new grid and rigging costing $70,000; and

WHEREAS, Task 2 will consist of renovation of the box office, installation of a new restroom and elevator, plus renovations to the Police Annex for loading and storage costing $300,000; and

WHEREAS, the proposals from Komatsu Architecture are attached as **ATTH 01, ATTH 02, ATTH 03, and ATTH 04.**

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

SECTION 1: The City Manager is hereby authorized to sign an addendum to the contract with Komatsu Architecture in an amount not to exceed **Three-hundred Seventy Thousand Dollars ($370,000).**

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 **11th day of December, 2023**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-164 RES Approve an addendum to contract with Komatsu Architecturenot to exceed $370,000 (4151 : 2023-164 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: 2023-164 Goals & Perspectives (4151 : 2023-164 RES Addendum for Komatsu Architecture for Perot The)

RESOLUTION NO. 2023-164

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN AN ADDENDUM TO THE CONTRACT WITH KOMATSU ARCHITECTURE FOR PEROT THEATRE RENOVATIONIN IN AN AMOUNT NOT TO EXCEED THREE-HUNDRED SEVENTY THOUSAND DOLLARS ($370,000), TO BE PAID WITH FUNDS BUDGETED IN THE 2023 BOND (FUND 426); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the suggested renovations to the Perot Theatre by the city's consultant Komatsu Architecture is divided into two tasks; and

WHEREAS, Task 1 will consist of stage enhancements, which include the installation of a new grid and rigging costing $70,000; and

WHEREAS, Task 2 will consist of renovation of the box office, installation of a new restroom and elevator, plus renovations to the Police Annex for loading and storage costing $300,000; and

WHEREAS, the proposals from Komatsu Architecture are attached as **ATTH 01, ATTH 02, ATTH 03, and ATTH 04.**

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

SECTION 1: The City Manager is hereby authorized to sign an addendum to the contract with Komatsu Architecture in an amount not to exceed **Three-hundred Seventy Thousand Dollars ($370,000).**

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 **11th day of December, 2023**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:16 p.m.

Attachment: 2023-164 RES Komatsu Adden to Contract for Perot signed (4151 : 2023-164 RES Addendum for Komatsu Architecture for Perot

Attachment: 2023-164 RES Komatsu Adden to Contract for Perot signed (4151 : 2023-164 RES Addendum for Komatsu Architecture for Perot

KOMATSU
ARCHITECTURE

November 10, 2023

Mr. David Orr, City Manager
City of Texarkana
200 Texas Blvd
Texarkana, TX 75501

RE: Perot Theatre Enhancements
Re-engagement by AIA G802-2017 Amendment of Professional Services Agreement

Mr. Orr:

Thank you for continuing with our firm on your City's Enhancements Program for the historic Perot Theatre. We are proposing a two-step re-engagement effort that places your highest priority, the stage grid, rigging, along with the necessary electrical and mechanical modifications as may be required, as Task 1; (Sound and Lighting consultation can be added to this scope if desired). the renovation components identified in our prior study and revisions as now directed by the City is Task 2. As Task 2 requires updating our team to the City's revised renovation and repair components, it will take several more weeks to refresh the technical package understanding and corresponding consulting fees. This can also be a G802 Amendment.

Task 1: Stage Improvements Evaluation – anticipate 4+ months due to holidays

1. Review any new data, reports, or City information on the stage house; prior Komatsu team evaluations will be incorporated
2. One site visit by required consultant teams
    a. Session with Theatre Staff can be virtually before visit in preparation, or combined with on-site visit
    b. Supplemental discussions via virtual sessions can be arranged prior to site visit and during evaluation; helpful for staff to have previous venue contract requirements as illustrations of roadshow requirements anticipated by theater programming and booking range
3. Staff provided anticipated theatre schedule flexibility for Task 1 implementation
4. Options, if any that staff and City would anticipate for documentation and bidding scope (next phase); Note-no lighting or sound design included in Shuler Shook/team scope
5. Provide conceptual structural modification recommendations for new grid and rigging support; MEP focus on electrical upgrades and systems compatibility for roadshows
6. Existing systems demo/removal strategies and conceptual plan (means and methods by Contractor)
7. Report/documentation to support budget estimate

Respectfully,

Karl A. Komatsu

Karl A. Komatsu
President

3880 HULEN STREET SUITE 300 • FORT WORTH, TX 76107-7274 • 817 332 1914 VOICE • 817 877 4754 FAX

KOMATSU
ARCHITECTURE

Attachment: 2023-164 RES Komatsu Adden to Contract for Perot signed (4151 : 2023-164 RES Addendum for Komatsu Architecture for Perot

3880 HULEN STREET SUITE 300 • FORT WORTH, TX 76107-7274 • 817 332 1914 VOICE • 817 877 4754 FAX

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Perot Theater 2024 Enhancements

AGREEMENT INFORMATION:
Date: November 13, 2023

AMENDMENT INFORMATION:
Amendment Number: 01.0
Date: November 13, 2023

OWNER: *(name and address)*
City of Texarkana
200 Texas Blvd
Texarkana, TX 75501

ARCHITECT: *(name and address)*
Komatsu Architecture
3880 Hulen St Suite 300
Fort Worth, TX 76107-7274

The Owner and Architect amend the Agreement as follows:
Task 1 by this Amendment: Scope and Fee Letter dated November 10, 2023

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Stipulated Sum
$70,000 plus expenses if beyond one site visit is required; to be approved by Per Diem/Trip basis

Schedule Adjustment:
TBD by City

SIGNATURES:

Komatsu Architecture	City of Texarkana
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
Karl A Komatsu, President	David Orr, City Manager
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
11.10.2023	12/12/23
DATE	**DATE**

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100 GLASS STREET, DALLAS, TEXAS 75207
214 752.9098 PHONE
JQENG.COM

12.05.23

Mr. Karl Komatsu
Komatsu Architecture
3880 Hulen Street, Suite 300
Fort Worth, Texas 76107

Re: Proposal – Scope of Structural Engineering Services and Compensation (Part I)
Perot Theater Renovation - Task 2, Texarkana, Texas

Dear Mr. Komatsu,

We are pleased to express our interest in providing structural engineering services for the referenced project and offer the following proposal for your consideration.

SCOPE OF PROJECT

We understand the scope of the project to be the renovation and expansion of the historic Perot Theater, Texarkana, Texas. It is understood that original construction documents for the theater are not available, but that some renovation construction documents will be provided for our use. The structural engineering scope for Task 2 includes the following:

Main Theater Building

- Addition of new restrooms on Ground and Mezzanine floors.
- One (1) new elevator for the main house with shaft and pit.
- New vertical stage lift with two stops at the revised rear stage and prop area. The two stops will be the basement and ground level.
- Renovated box office area. This may be converted to a new vertical access lobby or may remain a box office.
- Supplemental mechanical capacity for Balcony. Anticipated the structural scope will consist of support for new mechanical units and penetrations for duct work.
- Main supply duct rework for noise baffling. Additional penetrations are not anticipated with this scope, but the existing structure will need to be reviewed for the additional ductwork.

Stage House Operations Area

- Renovation of existing Police Annex.
- Retrofit of rear alley to accommodate the following:
  - Covered and secured at grade loading dock for supplies, props, traveling venue loading.
  - Props transfer from renovated Annex. Either a canopy structure or an enclosed building is anticipated to cross the existing alley.

Attachment: 2023-164 RES Komatsu Adden to Contract for Perot signed (4151 : 2023-164 RES Addendum for Komatsu Architecture for Perot

This proposal does not include scope or fees for implementation of fly loft modifications which are being investigated under Task 1 services. Fees for this work will be provided at the completion of the Task 1 investigation.

BASIC SERVICES

Our services will include the following:

1. One (1) site visit to observe the structural framing at each building in order to assess the structural condition of these elements. The observation will be performed from ground level and from safely accessible elevated levels and to the extent that the framing is not covered by finishes.

2. Review of existing construction documents to be provided by others for our use.

3. Participate in establishment of structural design criteria and determination of the primary structural framing scheme.

4. Development of testing program. This testing will be procured and paid for by the Owner and could include:
   a. Cores of the concrete to determine concrete strength.
   b. Ferroscan or ground penetrating radar (GPR) to determine approximate size and location of embedded reinforcing steel.
   c. Excavation of test pits as necessary to verify construction and determine condition of foundations, grade beams, etc.

5. Engineering calculations for the design of the primary structural frame and structural modifications. Foundations will be designed and detailed in accordance with the recommendations in a Geotechnical Report prepared specifically for this site.

6. Preparation of construction drawings for the structural portions of the work.

7. Preparation of structural specifications.

8. Assist the Architect in designing and detailing of miscellaneous metal fabrications for the items noted below. Detailing and specification of these items will be the responsibility of the Architect:
   a. Metal stairs: Stringer dimensions will be provided, if requested
   b. Toilet partition supports
   c. Curtain wall or window wall bracing
   d. Cold formed metal framing (CFMF): Preliminary member sizes will be provided for detailing purposes only.

9. Provision of structural performance requirements for the following items to be included in the performance specifications being prepared by others:
   a. Pre-cast concrete building components, including architectural precast concrete
   b. Performance specified steel framing
   c. Cold-formed metal framing at exterior and interior conditions

Attachment: 2023-164 RES Komatsu Adden to Contract for Perot signed (4151 : 2023-164 RES Addendum for Komatsu Architecture for Perot

d. Metal stairs
e. Inserts, embeds, and hangers for mechanical, electrical, and plumbing hanging pipes, conduits, cable trays and equipment.

10. Preparation of addenda as required during bidding period and answering questions regarding structural plans and specifications.

11. Construction administration:
a. A maximum of four (4) site visits and/or construction administration and/or pre-construction meetings, including the preparation of observation reports.
b. Review of structural shop drawings and submittal data.
c. Review and respond to RFI's
d. Preparation of ASI's and change orders.
e. Review of change orders
f. Review of testing laboratory reports

Services excluded from basic services but not limited to:

1. Any scope of work not specifically stated above.

2. Design and detailing of sitework including paving, sidewalks, flag and high mast light foundations (poles over 30 feet in height), retaining walls, bollards, dumpster pads, sign foundations, site sculpture foundations, etc., unless specifically included above.

3. Design for support of roof top solar array.

4. Structural engineering design and detailing of specialty engineered building systems including but not limited to the following performance specified items:
a. Pre-cast concrete building components
b. Performance specified steel framing
c. Cold-formed metal framing at exterior and interior conditions
d. Metal stairs

5. Design, detailing, coordination, or layout of embeds or inserts for the support of mechanical, electrical, or plumbing hanging piping, conduits, cable trays, or other equipment.

6. Design and detailing of monumental, "grand," or architectural stairs.

7. Design of wall systems, including internal reinforcing of window and curtainwall systems.

8. BIM modeling of existing building elements.

9. Opinions of probable construction costs.

10. Geotechnical investigations and material testing.

Attachment: 2023-164 RES Komatsu Adden to Contract for Perot signed (4151 : 2023-164 RES Addendum for Komatsu Architecture for Perot

11. Fast track production of structural drawings ahead of the architectural and MEP drawings.

12. Design of structural slab system for ground floor modifications.

13. Design of tornado shelters or safe rooms.

14. Design of temporary or permanent earth retention systems.

15. Detailing or specification of waterproofing or dampproofing. JQ may graphically indicate these items as appropriate and designate these items as work specified elsewhere in the Construction Documents.

16. Construction administration:
    a. Additional site visits beyond the number listed above.
    b. Review of formwork and shoring drawings.
    c. Review of embeds, inserts and/or hangers and accessories for hanging fire suppression piping and equipment.
    d. Preparation of record documents.

17. Special inspections or responsibility for special inspections as the registered design professional in responsible charge (as defined by the International Building Code).

18. Assistance with the permitting process.

19. Testing of existing in place materials or framing systems to determine strengths, properties of materials or similar information. If testing is required, these services will be procured by and paid for by the Owner.

20. Field measurements of existing structures or framing except as specifically needed to complete the scope of work outlined above. Existing structures or framing will be depicted in accordance with existing documents provided by others.

ALTERNATE SERVICES

1. Preparation of construction documents and provision of construction administration services for Task 1 related to modifications and upgrades to the fly loft of the theater.

2. Below grade connector between the annex and the main building.

3. Additional site visits beyond the number listed in basic services.

FEES

We propose to provide engineering services for the following lump sum fees plus reimbursable expenses:

Attachment: 2023-164 RES Komatsu Adden to Contract for Perot signed (4151 : 2023-164 RES Addendum for Komatsu Architecture for Perot

Basic Scope	$95,000.00
Alternate Service (1) – Task 1 Implementation	TBD
Alternate Service (2) – Below Grade Connector	TBD
Alternate Service (3) – Additional Site Visits	$2,000.00 per visit

Authorized additional services will be billed at the following hourly rates plus reimbursable expenses:

Partner	$295.00 / hour
Principal	$255.00 / hour
Senior Project Manager	$225.00 / hour
Engineering Technical Lead	$215.00 / hour
Project Manager	$175.00 / hour
Senior Project Engineer	$160.00 / hour
Project Engineer	$145.00 / hour
BIM Manager	$165.00 / hour
Senior Technician	$145.00 / hour
Technician	$120.00 / hour
Intern	$80.00 / hour
Administrative	$95.00 / hour

REIMBURSABLE EXPENSES

Reimbursable expenses will be invoiced at 1.10 times net cost to JQ. Reimbursable expenses include:

- Travel expenses including mileage at IRS approved rates.
- Reprographic and photographic services.
- Delivery service charges.
- Authorized sub-consultant fees.

PAYMENT SCHEDULE

Invoices for progress payments of the basic fee will be billed each month for services performed during the prior month on a percentage of completion basis in accordance with the following schedule:

Schematic Design	15%
Design Development	25%
Construction Document	40%
Construction Administration	20%

If this proposal is acceptable, please sign Part I and return one copy to our office. Signature of Part I also acknowledges and accepts the terms and conditions set forth in Part II of this proposal. These documents will serve as our contract for this project unless superseded by a standard form agreement. We appreciate your consideration and look forward to working with you.

Attachment: 2023-164 RES Komatsu Adden to Contract for Perot signed (4151 : 2023-164 RES Addendum for Komatsu Architecture for Perot

Sincerely,
JQ Engineering, LLP

Stephen H. Lucy, PE
Partner
Accepted by:

Komatsu Architecture _____ Date _____

Attachment: 2023-164 RES Komatsu Adden to Contract for Perot signed (4151 : 2023-164 RES Addendum for Komatsu Architecture for Perot

JQ Engineering, LLP
PROFESSIONAL SERVICES AGREEMENT
PART II - TERMS AND CONDITIONS

WHEREAS: This Professional Services Agreement is made and entered into between **Komatsu Architecture** (Client) and **JQ Engineering, LLP** (Engineer) a Texas Limited Liability Partnership. This Agreement consists of two parts: Part I - Proposal - Scope of Services and Compensation. Part II - Terms and Conditions

ARTICLE 1: PROFESSIONAL SERVICES

1.1 **Services**. In connection with the property described in the Proposal ("Property"), Engineer shall render the professional services ("Services") for the project described in the Proposal ("Project") as outlined in the Proposal and any Amendments.

1.2 **Agreement**. The Professional Services Agreement includes the Proposal dated December 5, 2023, Amendments to the Proposal, and these Terms and Conditions (collectively, the "Agreement").

ARTICLE 2: PROPOSALS

2.1 **Scope**. The Proposal(s) shall identify the specific scope of Services to be performed and the amount and type of compensation for the specific services. Any services not specifically identified in the Proposal are excluded unless added as additional services with additional compensation to Engineer.

2.2 **Acceptance of Agreement**. Client shall authorize and Engineer shall commence work upon Engineer's receipt of the properly executed and signed Proposal(s), as may be amended from time to time. If the Agreement is not executed by Client within thirty (30) days of the date tendered, it shall become invalid unless: (1) Engineer extends the time in writing; or (2) at the sole option of Engineer, Engineer accepts Client's oral authorization to proceed with the services, in which event the terms of the oral authorization shall be presumed to include all the terms of this Agreement. Engineer's performance of the services under the oral authorization shall be in reliance on the inclusion of all the terms of this Agreement in the oral authorization and the effective date of the Agreement is the date of the Proposal.

ARTICLE 3: CHANGES

3.1 **Changes**. The Engineer and Client may at any time, by written amendment, make changes within the general scope of individual Proposal(s) or relating to services to be performed. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services under individual Proposals, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 **Regulatory Changes**. In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement and subsequent Proposals shall be reflected in an appropriate Proposal Amendment.

ARTICLE 4: THE TERM

4.1 **Term**. Engineer shall be retained by Client as of the date Client executes the attached Proposal until the Services have been fully performed or until the Engineer's Services are terminated under provisions of the Agreement. Engineer will pursue completion of Services in accordance with the timely completion specified in the Proposal and any amendments thereto. Engineer shall not be liable or responsible for any delays caused by circumstances beyond Engineer's control.

ARTICLE 5: DUTIES

5.1 **Access**. Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 **Client-furnished Data**. Client shall provide all criteria and full information as to Client's requirements for the Project, designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Engineer's submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work. Client shall also do the following and pay all costs incident thereto: Furnish to Engineer core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; architectural or other engineering design documents, and any other information previously made available to the Client, which may be required by Engineer, all of which Engineer may rely upon the accuracy of in performing its Services.

Client shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of contractor(s)' applications for payment, and any inspection services to determine if contractor(s) are performing the work.

5.3 **Other Information**. Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4. **Ownership of Documents**. All designs, drawings, specifications, documents, and other work products of the Engineer (collectively, the "Documents"), whether in hard copy or electronic form, are instruments of service for the services and are owned by the Engineer regardless of whether or not services are completed. Reuse, change or alteration of the Documents by the Client or by others acting through or on behalf of the Client is not permitted without the written consent of Engineer. ANY REUSE, CHANGE OR ALTERATION OF THE DOCUMENTS BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY THE ENGINEER, ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONTRACTORS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ENGINEER'S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH AUTHORIZED OR UNAUTHORIZED REUSE, CHANGE OR ALTERATION.

5.5. **Reporting Obligations**. Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that it may be required by law to give to governmental entities.

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5.6 **Laboratory Services**. In performing services, Engineer may make use of an independent testing laboratory. Certain testing or laboratory services are the responsibility of Client or third parties. Engineer will not, and Client shall not rely upon Engineer to, check the quality or accuracy of the testing laboratory's services and Engineer will rely on the accuracy of the testing or laboratory services.

5.7. **Changed Conditions**. The Client shall rely on the Engineer's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer. Should Engineer call for contract renegotiation, the Engineer shall identify the changed conditions necessitating renegotiation and the Engineer and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.8 **Site Visit**. All conclusions, opinions and recommendations will be based upon site conditions at the Property as they existed at the time of Engineer's site visit. Any report should not be relied upon to represent conditions at a later date. This paragraph does not obligate the Engineer to perform construction administration services.

5.9 **Opinions of Cost**. Should Engineer provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Engineer and are merely opinions. Engineer does not warrant that actual costs will not vary from those opinions because, among other things, Engineer has no control over market conditions.

5.10 **Construction Observation**. If construction phase services are included in the Services, the Engineer shall periodically visit the Project during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous Project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). Regardless of the inclusion of construction phase services as part of the Services, any use of the word "inspect" in any communication relating to services provided by the Engineer is understood to mean a general visual observation and not a detailed, scrutinized investigation of the site or the contractor's work.

5.11 **No Responsibility for Contractor's Work or Safety.** The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). Engineer shall not be responsible for any contractor's failure to comply with any laws, regulations, standards or ordinances relating to the contractor's performance of its work.

5.12 **Permits**. Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Services or the Property. Before Engineer performs the Services, Client will provide Engineer evidence satisfactory to Engineer that all required permits or other approvals have been obtained and that all required notices have been given. Client will provide to Engineer copies of any such permits or any such notices, together with any other relevant information that will alert Engineer to the requirements of such permits, approvals, or notifications.

5.13 **Standard of Care**. In providing services under this Agreement, the Engineer shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

5.14 **Third-Part Beneficiaries**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Engineer. The Engineer's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Engineer because of this Agreement or the performance or nonperformance of services hereunder. The Client and the Engineer agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

5.15 **Accessibility Compliance**. Various federal and state statutes such as the Americans with Disabilities Act, Fair Housing Act and Texas Architectural Barriers Act may be applicable to the design and construction of the Project. Notwithstanding anything to the contrary in this Agreement, Engineer does not represent, warrant or guaranty that the Engineer's design will comply with all interpretations of these statutory requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they may apply to the Project.

5.16 **Fast-Track Projects**. This clause 5.16 only applies if a fast track process is identified as part of the scope of Engineer's Services or is required due to changes in the Project after the effective date of the Agreement. In consideration of the benefits to the Client of employing the fast track process in which some of the Engineer's Services overlap the construction work and are out of sequence with the traditional project delivery method, and in recognition of the inherent risks of fast tracking, including but not limited to design conflicts and errors and omissions, Client agrees to waive all claims against the Engineer for damages or costs relating to design changes and modification of portions of the contractor's work due to the Client's decision to employ the fast track process. Client further agrees to compensate Engineer for all Additional Services that arise as a result of the fast track process.

ARTICLE 6: COMPENSATION FOR SERVICES

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6.1 **Compensation for Services**. Engineer's compensation for services shall be set forth in individual Proposal(s).

6.2 **Compensation**. Client agrees to pay Engineer for Services in accordance with the Agreement. Expenses directly related to these Services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a ten percent (10%) markup on cost, unless these costs have been included in individual proposals.

6.3 **Payments**. Engineer will invoice Client monthly in accordance with the terms and conditions of the Proposal, and amendment(s) for Services and reimbursables. Client agrees to promptly pay Engineer at its office at **100 Glass Street, Dallas, Texas** 75207, the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.4 **Sales and Use Tax**. Sales Tax must be collected on Surveying Fees for the establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to the Sales Tax. Sales Tax shall be per the current applicable governing authority tax rates. In the event subsequent taxes are levied by Federal, State, or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

6.5 **Right to Stop Performance**. If Client does not pay any amount due to Engineer within thirty (30) days after the invoice date, Engineer may, upon three (3) additional days verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.6 **Interest**. Payments due and unpaid to Engineer under the Agreement shall bear interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.

6.7 **Attorney's Fees**. In the event Engineers' invoices for Services are given to any attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Engineer all cost of collection, including the maximum attorney's fees allowed by law and court costs, in addition to other amounts due.

6.8 **Contractual Lien**. In the event the Client is the owner, or agent of the owner, of the Property (fee and/or leasehold estate), Client grants to Engineer a contractual lien, in addition to all statutory and other liens that may exist, on the Property and improvements thereon where the Project is located to secure payment for all debts owed, now or in the future, to Engineer by Client including those arising as a result of Engineer's services provided under this Agreement. Client grants Engineer the authority and right to file a copy of this Agreement in the public records of the county or counties where the Project is located to give notice of Engineer's lien rights.

ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination**. This Agreement may be terminated without cause at any time prior to completion of Engineer's services, either by Client or by Engineer, upon seven (7) days written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Engineer shall discontinue work under this Agreement. Such termination shall release Engineer from any further obligation to provide Services to Client on this Agreement, but all obligations of Client shall continue. In the event Client terminates the Agreement based on Client's reasonable opinion the Engineer has failed or refused to prosecute the work efficiently, promptly or with diligence, the Engineer shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement or Proposal(s).

Client waives any and all claims it has against Engineer arising out of termination of this Agreement by Engineer. Client waives any and all claims, causes of action, or damages that it has or may have against Engineer for failure to perform further services under this or any other Agreement with Client.

7.2 **Compensation in Event of Termination**. Upon termination by either Client or Engineer, Client shall pay Engineer with respect to all contracted Services rendered and expenses incurred before termination an amount fixed by applying the Engineer's standard hourly rates, in force at the time of termination, to all Services performed to date, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.

ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 **Independent Contractor**. It is understood that the relationship of Engineer to Client shall be that of an independent contractor at all times during the performance of this agreement and no provision or obligation expressed or implied in this Agreement shall create an employment, agency, or fiduciary relationship. Neither Engineer nor employees of Engineer shall be deemed to be employees of Client.

ARTICLE 9: LIMITATION OF LIABILITY

9.1 **Limitation of Liability**. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF ENGINEER, ITS EMPLOYEES, OFFICERS, SUBCONSULTANTS AND SUBCONTRACTORS, TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS SHALL NOT EXCEED THE ENGINEER'S TOTAL RECEIVED FEE NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED DUE TO THE FAULT OF THE OTHER PARTY, REGARDLESS OF THE NATURE OF THIS FAULT OR WHETHER IT WAS COMMITTED BY THE CLIENT OR BY ENGINEER, THEIR EMPLOYEES, AGENTS, SUBCONSULTANTS, OR SUBCONTRACTORS. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF USE AND LOSS OF PROFIT.

9.2 **No Certification.** Engineer shall not be required to sign any documents that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with Engineer or payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

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9.3 **Asbestos or Hazardous Materials**. It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the Property, or should it become known in any way that such materials may be present at the Property or any adjacent areas that may affect the performance of Engineer's Services, Engineer may, at its option and without liability for consequential or other damages, suspend performance of Services on the Project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials and warrant that the Property is in full compliance with applicable laws and regulations.

9.4 **Delays**. Engineer is not responsible for delays caused by factors beyond Engineer's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Engineer's Services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Engineer's reasonable control occur, the Client agrees Engineer is not responsible for damages, nor shall Engineer be deemed to be in default of this Agreement. In the event such delay exceeds ninety (90) days, Engineer shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation. In the event Engineer is delayed by the Client and such delay exceeds thirty (30) days, Engineer shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

9.5 **Project Enhancement**. If, due to Engineer's error or omission, any required item or component of the Project is omitted from Engineer's documents, Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Engineer be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

ARTICLE 10: MISCELLANEOUS

10.1 **Entire Agreement**. The Agreement contains the entire agreement between Engineer and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by written document executed by both parties.

10.2 **Modifications.** No one has authority to make variations in, or additions to, the terms of this Agreement on behalf of Engineer other than one of its officers, and then only in writing.

10.3 **Governing Law**. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.4 **Venue**. Engineer and Client agree that the services will be performed or partially performed in **Dallas County**, Texas, and the venue of any action under the Agreement shall be exclusively in **Dallas County**, Texas.

10.5 **Severability**. If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.6 **Construction of Agreements**. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.7 **Successor and Assigns**. Client, for himself and partners, if any, and Engineer, for itself, each binds himself or itself and its successors, executors, administrators and assigns to the other party to this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither Client nor Engineer shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and Engineer. Client's representative signing below warrants that he or she has full authority to bind Client to this Agreement and further warrants that Client has an ownership interest in the real property that is part of the Project. Client's representative signing below agrees to indemnify, save, and hold Engineer harmless for any and all claims, causes of action, and damages that may arise against Engineer if the representations contained in this Paragraph are not correct.

Nothing in Agreement restricts Engineer's ability to hire subcontractor in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless the Engineer gives Client prior and specific written approval.

10.8 **Dispute Resolution**. Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve all disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

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10.9 **Mediation**. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include similar mediation provisions in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.10 **No Warranty**. Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations, drawings, specifications, or professional advice. Any warranties or guarantees contained in any purchase orders, certifications, requisitions, or notices to proceed issued by the Client are specifically objected to and excluded. Client recognizes that neither Engineer nor any of Engineer's subconsultants or subcontractors owes any fiduciary responsibility to Client.

10.11 **Survival of Provisions**. Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Engineer and of Client which would otherwise survive termination of the Services.

10.12 **Corporate Liability.** Client understands and agrees that Engineer is a business entity that has contracted to perform services and any services provided by Engineer's employees, agents, partners, members or officers are not provided in their individual capacity. Client will not make any claim or demand against any of Engineer's employees, officers, directors, members, partners or affiliated business entities.

10.13 **Confidentiality**. If Client or Engineer receives information specifically designated by the other party as confidential, the receiving party shall keep such information confidential and shall not disclose it to any person, except to those who need to know such information for the Project. This section shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Client or Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other authority with proper jurisdiction, or if it is reasonably necessary for the Client or Engineer to defend itself from any suit or claim.

END OF PROFESSIONAL SERVICES AGREEMENT

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AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)* Perot Theatre 2024 Enhancements	**AGREEMENT INFORMATION:** Date: December 05, 2023	**AMENDMENT INFORMATION:** Amendment Number: 02.0 Date: December 11, 2023
OWNER: *(name and address)* City of Texarkana 220 Texas Blvd Texarkana, TX 75501	**ARCHITECT:** *(name and address)* Komatsu Architecture 3880 Hulen Street Suite 300 Fort Worth, TX 76107-7274	

The Owner and Architect amend the Agreement as follows:
Task 2 by this Amendment: Scope and Fee Letter dated December 5, 2023

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
NTE Sum
$300,000 plus expenses as pre-approved by City

Schedule Adjustment:
TBD by City

SIGNATURES:

Komatsu Architecture **ARCHITECT** *(Firm name)*	City of Texarkana, TX **OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
Karl A Komatsu, President **PRINTED NAME AND TITLE**	David Orr, City Manager **PRINTED NAME AND TITLE**
12.05.2023 **DATE**	12.11.2023 **DATE**

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City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 12/8/2023 10:46 AM

Lead Department: City Attorney **Action Officer:** Jeffery Lewis,

Subject: Resolution No. 2023-165 ratifying a contract change order with RBIS, LLC, for the sewer main replacement project at I-30 and Cowhorn Creek and authorizing change order payment of $103,461.05 to be paid from the TWU Texas Infrastructure Fund.

Briefing: 12/11/2023 **Public Hearing:** **Council Vote:** 12/11/2023

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

In Res. No. 2023-081 (June 20, 2023), the City Council authorized a competitively-bid contract with RBIS, LLC of Texarkana, Arkansas, in an amount not to exceed $654,977.40, for the replacement of the sewer main which crosses I-30 near Olive Garden at Cowhorn Creek and serves a large portion of North Texarkana.

Project No. 62-000-135157-T152307, funded through the TWU Texas Infrastructure Fund, replaces approximately 752 feet of 10" sewer main with a 15" sewer main, as the old sewer main was in very poor condition and was causing flow problems. Part of the project was to bore I-30 and place a 24" steel casing with 15" PVC sewer main inside. While boring and being 500 feet in, an unexpected obstruction was encountered. The contractor tried multiple times to cut through and eventually the auger became stuck; the end of the auger was under the main lanes of IH30, so excavating the bore to recover the auger was not an alternative. After consulting with engineers and other bore companies, the contractor decided to "hammer" the casing to break it free; and after several attempts, the contractor was successful. The obstruction appeared to be an old creosote timber, probably an old work bridge constructed when I-30 was built.

The change order amount is $103,461.05. The details of the work performed and amounts, and alternative strategies considered but determined to be either imprudent (stopping traffic on I-30 to excavate and recover the stuck auger) or not reasonable (utilize existing bid prices to abandon the existing bore, backfill the void, move over and re-bore, at an approximate cost of $424,200) are outlined in ATTH 01 and ATTH 02 to this briefing material.

Work on the project is complete. Payment of the change order will allow for close-out of the project.

Potential Options:

Approval (or declining approval) of the proposed resolution.

Fiscal Implications:

Payment of $103,461.05 from available funds in the TWU Texas Infrastructure Fund.

Staff Recommendation:

Staff recommends City Council approval of the resolution, which ratifies a contract change order with RBIS, LLC, for the sewer main replacement project and authorizes a change order payment in the amount of $103,461.05 to be paid from available funds in the TWU Texas Infrastructure Fund.

Advisory Board/Committee Review:

None.

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2023-165 RES RBIS I-30 sewer main change order (DOCX)
b. 2023-165 ATTH 01 - IH30 at Olive Garden CO1 (DOCX)
c. 2023-165 ATTH 02 - change order detail (PDF)
d. 2023-165 Goals and Perspectives (DOCX)
e. 2023-165 RES RBIS I-30 Sewer Main ChOr signed (PDF)

Staff Coordination

TWU Administration	Kenny Icenhower	Review	Completed	12/08/2023 1:47 PM
Water Utilities	Jennifer Evans	Review	Skipped	12/08/2023 12:05 PM
City Attorney	Jeffery C. Lewis	Department Head Review	Skipped	12/08/2023 10:06 AM
Finance Department	Jennifer Evans	Finance Review	Skipped	12/08/2023 12:29 PM
Public Works Department	Jennifer Evans	Review	Skipped	12/08/2023 1:04 PM
City Manager	Jennifer Evans	City Manager Review	Skipped	12/11/2023 6:15 PM
City Council	Jennifer Evans	Meeting	Completed	12/11/2023 6:00 PM

Meeting History

RESOLUTION NO. 2023-165

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, RATIFYING A CONTRACT CHANGE ORDER WITH RBIS, LLC, FOR THE SEWER MAIN REPLACEMENT PROJECT AT I-30 AND COWHORN CREEK AND AUTHORIZING CHANGE ORDER PAYMENT OF $103,461.05 FROM THE TWU TEXAS INFRASTRUCTURE FUND; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 2023-081 (June 20, 2023), the City Council authorized a competitively-bid contract with RBIS, LLC of Texarkana, Arkansas, in an amount not to exceed $654,977.40, for the replacement of the sewer main which crosses I-30 near Olive Garden at Cowhorn Creek and serves a large portion of North Texarkana; and

WHEREAS, the sewer main project — Project No. 62-000-135157-T152307 funded through the TWU Texas Infrastructure Fund — replaces approximately 752 feet of 10" sewer main with a 15" sewer main, as the old sewer main was in very poor condition and was causing flow problems; and

WHEREAS, the project included boring under I-30 for placement of a 24" steel casing with a 15" PVC sewer main inside; but while boring and approximately 500 feet in, workers encountered an unexpected obstruction; multiple attempts to cut through the obstruction resulted in the auger becoming stuck, with the end of the auger under the main lanes of I-30, and excavating the bore to recover the auger was considered to be imprudent as that would have necessitated stopping traffic lanes on I-30; and

WHEREAS, following consultation with engineers and other bore companies, the contractor decided to "hammer" the casing to break it free; this strategy, after several attempts, was successful in removing the obstruction; and the remnants of the obstruction appeared to be an old creosote timber, likely an old work bridge constructed during the construction of I-30; and

WHEREAS, the contractor's change order submitted in an amount of $103,461.05, for this unforeseen event includes payment for materials, equipment, and labor: the event added 18 days to the contract; and the work detail consisted of (i) cutting exploration holes in the Olive Garden Parking Lot and then repairing those holes, (ii) hammering casing and repair of casing, (iii) additional excavation on the north side of I-30, and (iv) all labor, equipment and materials needed for investigation into problem, resolution of problem and repairs of concrete parking lot; and

WHEREAS, Utility staff considered an alternative strategy (utilizing existing bid prices, to abandon the existing bore, backfill the void, move over and re-bore), but this alternative risked encountering the same obstruction (size and nature unknown at the time) and was projected to cost approximately $424,200.00 utilizing existing bid prices, and therefore Utility staff determined this was not a reasonable solution to address the unforeseen obstruction; and

WHEREAS, work on the project is complete; and

Attachment: 2023-165 RES RBIS I-30 sewer main change order (4153 : 2023-165 RES RBIS I-30 sewer main change order)

WHEREAS, for close-out of the project, Utility staff recommends City Council ratification of a contract change order with RBIS, LLC, for the sewer main replacement project and authorizing a change order payment in the amount of $103,461.05 to be paid from available funds in the TWU Texas Infrastructure Fund; the contractor's work on the project is complete, and City Council action approving Utility staff's recommendation will complete and close the project.

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

SECTION 1: The City Council ratifies a contract change order with RBIS, LLC, for Project No. 62-000-135157-T152307 and authorizes a change order payment in the amount of $103,461.05 to be paid from the TWU Texas Infrastructure Fund. The City Manager or designee is authorized to make such payment from said fund.

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

PASSED AND APPROVED in Regular Council Session on this the **11th day of December, 2023.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-165 RES RBIS I-30 sewer main change order (4153 : 2023-165 RES RBIS I-30 sewer main change order)

Texarkana Water Utilities

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

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

Attachment: 2023-165 ATTH 01 - IH30 at Olive Garden CO1 (4153 : 2023-165 RES RBIS I-30 sewer main change order)

December 07, 2023

Project: Replace Sewer Main At IH30 and Cowhorn Creek
Project No.: 62-000-135157-T152307
Project Funded through the TWU Texas Infrastructure Fund
Change Order request is $103,461.05

This project replaces approximately 752ft of 10" sewer main with 15" sewer main. It was discovered that the existing sewer main was in very poor condition causing flow problems. This sewer main crosses IH30 near Olive Garden and serves a large portion of North Texarkana. Part of the project was to bore IH30 and place a 24" steel casing with 15" PVC Sewer main inside. While boring and being 500ft in, an Unforeseen obstruction was encountered. The contractor tried multiple times to cut through and eventually the auger became stuck. The end of the auger was under the main lanes of IH30, so excavating the bore to recover the auger was not an alternative. After consulting with engineers and other bore companies, the contractor decided to "hammer" the casing to break it free. After several attempts he was successful. The obstruction appeared to be an old creosote timber, probably an old work bridge constructed when I IH30 was built.

The change order amount is $103,461.05.
The amount includes payment for materials, equipment and labor to cover the unforeseen event. The additional days added to the contract is 18days.
The work consisted of :

1. Cutting exploration holes in the Olive Garden Parking Lot and then repairing such holes
2. Hammering casing and repair of casing
3. Additional Excavation on North side of IH30
4. All labor, equipment and materials needed for investigation into problem, resolution of problem and repairs of concrete parking lot.

We feel this was a reasonable solution to the problem. The other alternative would have been to abandon the existing bore and backfill void and move over and re-bore. This alternative would have run the risk of encountering the same obstruction since we did not know how large the obstruction was. Using existing bid prices, the move and re-bore would have cost approximately $424,200.00.

Sincerely,

Kenneth L. Icenhower, P.E. (TX No.70750)
Design Engineer
Texarkana Water Utilities

12/4/202

Additional Expenses for Cowhorn Creek Bore
Revision 2

		w/ Markup 15%
2 Extra Nights & 1/2 Day - Exploration at Drive - ($3,000.00/day Crew x 2.5 Days)	$7,500.00	$8,625.00 ✓
Concrete in Drive - Extra - 2sy Over Bid Item (Item 10 - 2sy x $138.00 = $276.00)	$276.00	$317.40 ✓
6cy Flowable Fill - Extra In Drive (NBC - $876.83)	$880.00	$1,012.00 ✓
15cy Grizzley Rock - Drive & Parking Base (Antione Rock - $302.72)	$310.00	$356.50 ✓
Olive Garden - Excavate Parking & Install Boxes ($3,000.00/day Crew x 1 Day)	$3,000.00	$3,450.00 ✓
Olive Garden - Putting Parking Back ($3,000.00/day Crew x 1 Day)	$3,000.00	$3,450.00 ✓
Olive Garden Service Grade Bust - Cost 1 Week - Hit 24" RCP + Extra Services ($3,000.00/day Crew x 5 Days)	$15,000.00	$17,250.00 ✓
RBIS Employees Time - 10 Days (13Days) (2.5 Weeks Overage) ($3,000.00/day Crew x10 Days)	$30,000.00	$34,500.00 ✓
C3 Drilling - 10 Days (13 Days) (2.5 Weeks Overage) ($3,000.00/day Crew x10 Days)	$30,000.00	$34,500.00 ✓
~~60' Casing for Split - (Casing Only)~~ (Coburns - $6,499.80)	~~$6,600.00~~	~~$7,590.00~~
	~~$96,566.00~~	**~~$111,051.05~~**
		$103,461.05

Attachment: 2023-165 ATTH 02 - change order detail (4153 : 2023-165 RES RBIS I-30 sewer main change order)

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: 2023-165 Goals and Perspectives (4153 : 2023-165 RES RBIS I-30 sewer main change order)

RESOLUTION NO. 2023-165

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, RATIFYING A CONTRACT CHANGE ORDER WITH RBIS, LLC, FOR THE SEWER MAIN REPLACEMENT PROJECT AT I-30 AND COWHORN CREEK AND AUTHORIZING CHANGE ORDER PAYMENT OF $103,461.05 FROM THE TWU TEXAS INFRASTRUCTURE FUND; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 2023-081 (June 20, 2023), the City Council authorized a competitively-bid contract with RBIS, LLC of Texarkana, Arkansas, in an amount not to exceed $654,977.40, for the replacement of the sewer main which crosses I-30 near Olive Garden at Cowhorn Creek and serves a large portion of North Texarkana; and

WHEREAS, the sewer main project — Project No. 62-000-135157-T152307 funded through the TWU Texas Infrastructure Fund — replaces approximately 752 feet of 10" sewer main with a 15" sewer main, as the old sewer main was in very poor condition and was causing flow problems; and

WHEREAS, the project included boring under I-30 for placement of a 24" steel casing with a 15" PVC sewer main inside; but while boring and approximately 500 feet in, workers encountered an unexpected obstruction; multiple attempts to cut through the obstruction resulted in the auger becoming stuck, with the end of the auger under the main lanes of I-30, and excavating the bore to recover the auger was considered to be imprudent as that would have necessitated stopping traffic lanes on I-30; and

WHEREAS, following consultation with engineers and other bore companies, the contractor decided to "hammer" the casing to break it free; this strategy, after several attempts, was successful in removing the obstruction; and the remnants of the obstruction appeared to be an old creosote timber, likely an old work bridge constructed during the construction of I-30; and

WHEREAS, the contractor's change order submitted in an amount of $103,461.05, for this unforeseen event includes payment for materials, equipment, and labor: the event added 18 days to the contract; and the work detail consisted of (i) cutting exploration holes in the Olive Garden Parking Lot and then repairing those holes, (ii) hammering casing and repair of casing, (iii) additional excavation on the north side of I-30, and (iv) all labor, equipment and materials needed for investigation into problem, resolution of problem and repairs of concrete parking lot; and

WHEREAS, Utility staff considered an alternative strategy (utilizing existing bid prices, to abandon the existing bore, backfill the void, move over and re-bore), but this alternative risked encountering the same obstruction (size and nature unknown at the time) and was projected to cost approximately $424,200.00 utilizing existing bid prices, and therefore Utility staff determined this was not a reasonable solution to address the unforeseen obstruction; and

WHEREAS, work on the project is complete; and

Attachment: 2023-165 RES RBIS I-30 Sewer Main ChOr signed (4153 : 2023-165 RES RBIS I-30 sewer main change order)

WHEREAS, for close-out of the project, Utility staff recommends City Council ratification of a contract change order with RBIS, LLC, for the sewer main replacement project and authorizing a change order payment in the amount of $103,461.05 to be paid from available funds in the TWU Texas Infrastructure Fund; the contractor's work on the project is complete, and City Council action approving Utility staff's recommendation will complete and close the project.

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

SECTION 1: The City Council ratifies a contract change order with RBIS, LLC, for Project No. 62-000-135157-T152307 and authorizes a change order payment in the amount of $103,461.05 to be paid from the TWU Texas Infrastructure Fund. The City Manager or designee is authorized to make such payment from said fund.

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

PASSED AND APPROVED in Regular Council Session on this the **11th day of December, 2023.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:19 p.m.

Attachment: 2023-165 RES RBIS I-30 Sewer Main ChOr signed (4153 : 2023-165 RES RBIS I-30 sewer main change order)

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 12/4/2023 9:38 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2023-154 rezoning an approximate 1.50-acre tract of land (being Tracts 84A, 84C, and 85A), M. H. Janes HRS, A-305, located at 7770 Hampton Road from Single Family-2 to Commercial. Tyler Parsons for FMG North Texas, owner.		

Briefing: 1/8/2024 **Public Hearing:** 1/8/2024 **Council Vote:** 1/8/2024

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 Tyler Parsons, FMG North Texas, owner, to rezone an approximate 1.50-acre tract of land (being Tracts 84A, 84C, and 85A), M. H. Janes HRS, A-305, located at 7770 Hampton Road from Single Family-2 to Commercial. The intended use is outdoor advertising.

The adjacent zoning is Single Family-2 to the north, east and west, and Interstate-30 to the south. The adjacent land use is vacant land to the north and west, auto body shop to the east and Interstate-30 to the south.

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

Staff recommends 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:

Approve or deny

Fiscal Implications:
NOT APPLICABLE

Staff Recommendation:
Staff recommends for approval of this request.

Advisory Board/Committee Review:
Planning and Zoning Commission

Board/Committee Recommendation:
The Planning and Zoning Commission unanimously recommended for approval of this request.

Advisory Board/Committee Meeting Date and Minutes:
November 6, 2023

Attachments

a. 2023-154 ORD rezoning SF-2 to C at 7770 Hampton Rd (DOCX)
b. 2023-154 EXH 'A' (Legal Description) (PDF)
c. 2023-154 ATTH 01 (maps) (PDF)
d. 2023-154 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	11/28/2023 10:44 AM
Public Works Department	Dusty Henslee	Reviewer	Completed	11/28/2023 10:49 AM
City Manager	David Orr	Reviewer	Completed	11/28/2023 12:43 PM
City Council	Jennifer Evans	Meeting	Completed	12/11/2023 6:00 PM

Meeting History

Z-23-16

ORDINANCE NO. 2023-154

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING AN APPROXIMATE 1.50-ACRE TRACT OF LAND (BEING TRACTS 84A, 84C, AND 85A), M. H. JANES HRS, A-305, LOCATED AT 7770 HAMPTON ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-2 TO COMMERCIAL; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone an **approximate 1.50-acre tract of land (being Tracts 84A, 84C, and 85A), M. H. Janes HRS, A-305 (Exhibit 'A'), located at 7770 Hampton Road,** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Commercial**; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **unanimously voted five (5) to zero (0) to recommend for approval of the application for rezoning from Single Family-2 to Commercial on an approximate 1.50-acre tract of land (being Tracts 84A, 84C, and 85A), M. H. Janes HRS, A-305 (Exhibit 'A'), located at 7770 Hampton Road** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicant agreed to amend the application from **Single Family-2 to Commercial**; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-2 to Commercial** is in the best interest of the public health, safety, morals and general welfare of the City.

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

Attachment: 2023-154 ORD rezoning SF-2 to C at 7770 Hampton Rd [Revision 1] (4132 : 2023-154 ORD rezone from SF-2 to C at 7770 Hampton

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 an **approximate 1.50-acre tract of land (being Tracts 84A, 84C, and 85A), M. H. Janes HRS, A-305 (Exhibit 'A'), located at 7770 Hampton Road,** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Commercial.**

SECTION 2: It is further provided that in case a section, clause, sentence or part of this ordinance 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 **8th of January, 2024.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-154 ORD rezoning SF-2 to C at 7770 Hampton Rd [Revision 1] (4132 : 2023-154 ORD rezone from SF-2 to C at 7770 Hampton

EXHIBIT A
TO SPECIAL WARRANTY DEED

[Property Legal Description]

LAM1350:

All that certain tract or parcel of land being a part of the M. H. JANES HEADRIGHT SURVEY, Abstract No. 305, Bowie County, Texas, and being a part of that certain 1.638 acre tract of land conveyed to Danny Proctor by General Warranty Deed recorded in Volume 4895, Page 290 of the Real Property Records of Bowie County, Texas; also being a part of that certain 13.235 acre tract of land as conveyed to Danny L. Proctor by General Warranty Deed recorded in Volume 4956, Page 89 of the Real Property Records of Bowie County, Texas; and also being a part of that certain 10.000 acre tract of land as conveyed to Danny L. Proctor by General Warranty Deed recorded in Volume 5001, Page 326 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 1/2" iron pin found for corner on the North right-of-way line of Hampton Road, said Point of Commencing being the Southeast corner of said 13.235 acre Proctor tract of land;

THENCE N 87 deg. 27' 15" W., 43.01 feet with the North right-of-way line of Hampton Road, same being the South line of said 13.235 acre tract of land, to an angle point in said line;

THENCE N 84 deg. 30' 45" W., 333.78 feet with the South line of said 13.235 acre tract and on with the South line of said 1.638 acre tract, same being the North right-of-way line of Hampton Road, to a 1/2" iron pin set for corner on the South line of said 1.638 acre tract and being the Point of Beginning for the herein described tract of land;

THENCE N 84 deg. 30' 45" W., 160.32 feet with the South line of said 1.638 acre tract and on with the South line of said 10.000 acre tract, same being the North right-of-way line of Hampton Road, to a 1/2" iron pin set for corner;

THENCE N 09 deg. 07' 36" E., 413.46 feet across said 10.000 acre tract to a 1/2" iron pin set for corner;

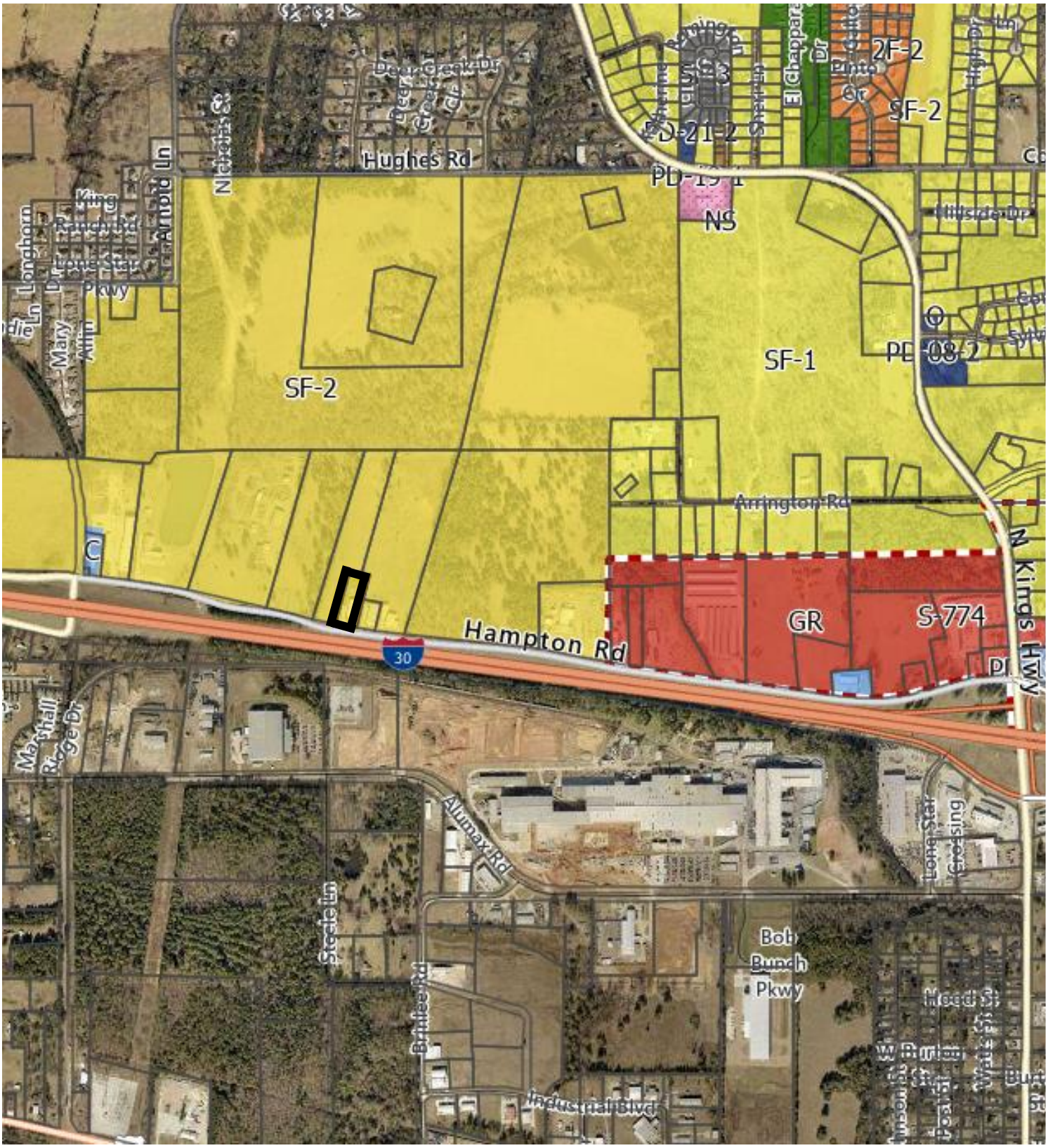
THENCE S 80 deg. 52' 24" E., 160.00 feet across said 10.000 acre tract and said 13.235 acre tract to a 1/2" iron pin set for corner;

THENCE S 09 deg. 07' 36" W., 403.29 feet across said 13.235 acre tract and said 1.638 acre tract to the Point of Beginning and containing 1.500 acre of land, more or less.

Unofficial Copy

Attachment: 2023-154 EXH 'A' (Legal Description) (4132 : 2023-154 ORD rezone from SF-2 to C at 7770 Hampton Road)

7770 Hampton Road



Attachment: 2023-154 ATTH 01 (maps) (4132 : 2023-154 ORD rezone from SF-2 to C at 7770 Hampton Road)

2023-154 ATTH 01
Z-23-16

7770 Hampton Road



Attachment: 2023-154 ATTH 01 (maps) (4132 : 2023-154 ORD rezone from SF-2 to C at 7770 Hampton Road)

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: 2023-154 Goals & Perspectives (4132 : 2023-154 ORD rezone from SF-2 to C at 7770 Hampton Road)

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 11/30/2023 1:53 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2023-155 approving a Specific Use Permit to allow one additional use of a beauty salon on an approximate 4.126-acre tract of land (being Tract 15), located at 6500 Summerhill Road. Jessica Davis, owner, and Michelle Lee, agent.		

Briefing: 1/8/2024 **Public Hearing:** 1/8/2024 **Council Vote:** 1/8/2024

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 Jessica Davis, owner, and Michelle Lee, agent, for a Specific Use Permit to allow one additional use of a Beauty Salon on an approximate 4.126-acre tract of land (being Tract 15), J. W. Lane HRS, A-345, located at 6500 Summerhill Road.

The adjacent zoning is Single Family-1 to the west and east, Multiple Family-2 to the north, and agriculture to the south. The adjacent land use is residential to west, north, vacant land to the east and cemetery to the south.

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

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

1. That the owner/or any employee performing the application of tattooing procedures (permanent cosmetics) be currently licensed by the State and meet all Federal, State and City licensing laws and health regulations. (A copy of the current license must be provided to the City prior to the opening of the business).
2. That if this use ever ceases at this location, the City may revoke the Specific Use Permit that allows a beauty salon.
3. That any remodeling of the current building must meet all city codes and requires licensed contractors.

The applicant should also be aware that if this zoning change is approved, all other applicable city code/ordinance requirements must be met including but not limited to

drainage ordinance and stormwater design manual, building codes, setbacks, subdivision, fire, parking, drainage, water and sewer prior to the issuance of building permits.

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

November 6, 2023

Attachments

a. 2023-155 ORD granting SUP for Beauty Salon at 6500 Summerhill Rd (DOCX)
b. 2023-155 EXH 'A' (Legal Description) (PDF)
c. 2023-155 ATTH 01 (Maps) (PDF)
d. 2023-155 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	11/28/2023 10:45 AM
Public Works Department	Dusty Henslee	Reviewer	Completed	11/28/2023 10:49 AM
City Manager	David Orr	Reviewer	Completed	11/28/2023 12:43 PM
City Council	Jennifer Evans	Meeting	Completed	12/11/2023 6:00 PM

Meeting History

S-785

ORDINANCE NO. 2023-155

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-785 TO ALLOW ONE ADDITIONAL USE OF A BEAUTY SALON ON AN APPROXIMATE 4.126-ACRE TRACT OF LAND (BEING TRACT 15), J. W. LANE HRS, A-345, LOCATED AT 6500 SUMMERHILL ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow a beauty salon on an **approximate 4.126-acre tract of land (being Tract 15), J. W. Lane HRS, A-345, located at 6500 Summerhill Road,** in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow one additional use of a beauty salon** 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-785 to allow one additional use of a beauty salon on an approximate 4.126-acre tract of land (being Tract 15), J. W. Lane HRS, A-345, located at 6500 Summerhill Road** in the City of Texarkana, Bowie County, Texas.

Attachment: 2023-155 ORD granting SUP for Beauty Salon at 6500 Summerhill Rd (4133 : 2023-155 ORD SUP for beauty salon at 6500

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

1. That if this use ever ceases at this location, the City may revoke the Specific Use Permit that allows a beauty salon.
2. That any remodeling of the current building must meet all city codes and requires licensed contractors.
3. That no painting of the windows or the building with advertisement or graphic art is allowed.

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 **8th day of January, 2024.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2023-155 ORD granting SUP for Beauty Salon at 6500 Summerhill Rd (4133 : 2023-155 ORD SUP for beauty salon at 6500

EXHIBIT "A"

TRACT ONE

All that certain tract or parcel of land situated in the JOHN W. LANE HEADRIGHT SURVEY, Abstract No. 345, Bowie County, Texas, and also being part of that certain 34.785 acre tract conveyed from Herbert Line and wife, Clara R. Line to Gerald C. Hahn and wife, Helen Hahn, by Correction Deed dated January 16, 1973 and recorded in Volume 566, Page 638 of the Deed Records of Bowie County, Texas and subject tract being more particularly described as follows:

COMMENCING at an iron pipe at the most Southerly Southwest corner of said 34.785 acre Hahn Tract;
THENCE N 00 deg. 53' 22" W, 212.70 feet along the West boundary line of said Hahn tract, same being along the East boundary line of the Red Springs Cemetery to an iron pipe for corner at the Northeast corner of the said Red Springs Cemetery, and being the POINT OF BEGINNING for the herein described tract of land;
THENCE S 88 deg. 28' 53" W, 841.84 feet along an existing fence line, being the South line of said Hahn tract and the North boundary line of the Red Springs
Cemetery, to a right-of-way marker found for corner in the East right-of-way line of F.M. Road No. 1397 (Summerhill Road);
THENCE N 14 deg. 17' 12" W, 512.53 feet along the East right-of-way line of
Summerhill Road, being a line 40.00 feet from and parallel to the centerline of said Road, to a 1/2 inch reinforcing steel rod found for corner;
THENCE N 75 deg. 32' 25" E, 20.00 feet to a 1/2 inch reinforcing steel rod found for corner at the Southwest corner of Lot No. 1 in Block No. 3 of Dogwood Lake Estates Second Addition according to the map or plat of said Addition recorded in Volume 632, Page 736 of the Plat Records of Bowie County, Texas;
THENCE N 79 deg. 16' 20" E, 410.97 feet along the South boundary line of said Block No. 3 to a 1/2 inch reinforcing steel rod found for corner at the Southeast corner of Lot No. 2 in Block No. 3 of Dogwood Lakes Estates Second Addition;
THENCE N 88 deg. 34' 45" E, 268.53 feet along the South boundary line of Block No. 3 of Dogwood Lakes Estates Second Addition to a 1/2 inch reinforcing steel rod set for corner;
THENCE S 00 deg. 48' 11" E, 129.27 feet, a new line, along an extension of an
existing fence line and with said fence line to a 1/2 inch reinforcing steel rod set for corner at an existing fence corner;
THENCE N 88 deg. 34' 45" E, 132.87 feet, a new line, along an existing fence line and with an extension of said fence line, to a 1/2 inch reinforcing steel rod set for corner in the West right-of-way line of a street designated as Oakridge Circle;
THENCE S 01 deg. 25' 15" E, 33.04 feet along the West right-of-way line of Oakridge Circle to an iron pipe found for corner, from which corner the radius point of a curve bears S 18 deg. 52' 09" E, 50.00 feet;
THENCE Southwesterly and to the left with said curve having a radius of 50.00 feet
to a distance of 77.05 feet, through a central angle of 80 deg. 12' 37" (chord being S 25 deg. 31' 03" W) 70.22 feet to a 1/2 inch reinforcing steel rod set for corner;
THENCE S 23 deg. 56' 49" W, 368.77 feet along a line being 0.5 feet at right angles from and parallel with an existing fence line and with the West boundary line of a certain tract recorded in Volume 2427, Pages 212-215 of the Real Property Records of Bowie County, Texas, to the POINT OF BEGINNING and containing 3.393 acres of land, more or less.

TRACT TWO:
All that certain tract or parcel of land lying in and being a part of the JOHN W. LANE HEADRIGHT SURVEY, A-345, Bowie County, Texas, and more particularly described as follows:

BEGINNING at a 3/8" reinf. steel found at the Southeast corner of a certain 4.482 acre tract being described on the plat of Dogwood Plaza, a subdivision of the John W. Lane Headright Survey, A-345, Bowie County, Texas, plat of said subdivision recorded in Volume 2274, Page 184 of the Real Property Records of Bowie County, Texas, said point also being on the West right-of-way line of a street designated as Oakridge Drive;

Attachment: 2023-155 EXH 'A' (Legal Description) (4133 : 2023-155 ORD SUP for beauty salon at 6500 Summerhill Rd)

THENCE: Generally W, 161.58 feet with the Southernmost boundary line of said Dogwood Place Subdivision for corner;
THENCE: Generally S, 129.60 feet in a line parallel with the Westernmost boundary line of that certain 0.392 acre tract conveyed by Equitiware Ltd., et al, to Dogwood Place Subdivision/Dogwood Place Townhomes Association, Inc., by deed dated January 20, 2017 and filed for record in Bowie County, Texas on February 3, 2017 for corner;
THENCE: Generally, E 58.8 feet in a line parallel with the Southernmost boundary line of said Dogwood Place Subdivision for corner;
THENCE: Generally, N 129.60 feet with the Westernmost boundary line of the .0392 tract described hereinabove in a point in the Southernmost boundary line of said Dogwood Place Subdivision to enclose the 0.178 acres of land, more or less.

TRACT THREE:

All that certain tract or parcel of land situated in the JOHN W. LANE HEADRIGHT SURVEY, Abstract Number 845, Bowie County, Texas and being a part of a certain 4.59 acre tract recorded in Volume 2414, Page 17 of the Real Property Records of Bowie County, Texas, and also being part of that certain 34.788 acre tract conveyed from Herbert Lee and wife, Carol R. Lee to Gerald G. Haire and wife, Helen Haire, by deed dated January 18, 1973 and recorded in Volume 554, Page 585 of the Deed Records of Bowie County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at an iron pipe at the most Southerly Southeast corner of said 34.788 acre Haire tract;
THENCE: N 00° 53' 22" W, 212.78 feet with a fence, along the West boundary line of said 34.788 acre Haire tract; same being along the East boundary line of the Red Springs Cemetery to an iron pipe for corner at the Northeast corner of said Red Springs Cemetery;
THENCE: N 89° 28' 58" E, 332.24 feet to a point for corner;
THENCE: N 01° 25' 16" W, 52.30 feet to an iron pipe for corner in the South line of a curve having a radius of 50.00 feet;
THENCE: In a Northerly direction with said curve, being an arc to the right, a distance of 126.61 feet, through a central angle of 145° 05' 04" and a chord bearing N 01° 25' 16" W, 95.40 feet to an iron pipe for corner;
THENCE: N 01° 25' 16" E, 33.04 feet along the West right-of-way line of a street designated as Oakridge Circle to a 1/2 inch reinforcing steel rod set for corner and being the POINT OF BEGINNING for the herein described tract of land;
THENCE: S 89° 34' 45" W, 132.67 feet with an extension of an existing fence line with said fence line to a 1/2 inch reinforcing steel rod set for corner at an existing fence corner;
THENCE: N 00° 46' 01" W, 129.27 feet along an existing fence line and an extension of said fence line, to a 1/2 inch reinforcing steel rod set for corner in an existing fence on the South boundary line of Block Numbered Three (3) of Dogwood Lake Estates Second Addition, according to the map or plat of said Addition, recorded in Volume 532, Page 736 of the Plat Records of Bowie County, Texas;
THENCE: N 89° 34' 45" E, 131.47 feet along an existing fence line, being the South line of said Block No. 3 of said Dogwood Lake Estates Second Addition, to a 1/2 inch reinforcing steel rod set for corner at the Southeast corner of said Block No. 3;
THENCE: S 01° 25' 16" E, 129.26 feet along the West right-of-way line of Oakridge Circle to the POINT OF BEGINNING and containing 0.382 acres of land, more or less.

AND

ALL OF LOT 1C, 1ST REPLAT OF LOT 1A, BLOCK 3, THE THIRD AMENDED REPLAT OF RICHMOND DEVELOPMENT FOURTH SUBDIVISION, A SUBDIVISION OF A PART OF THE GEORGE BRINLEE HEARIGHT SURVEY, ABSTRACT 18, BOWIE COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 6265, PAGE 76 OF THE REAL PROPERTY RECORDS OF BOWIE COUNTY, TEXAS.

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.

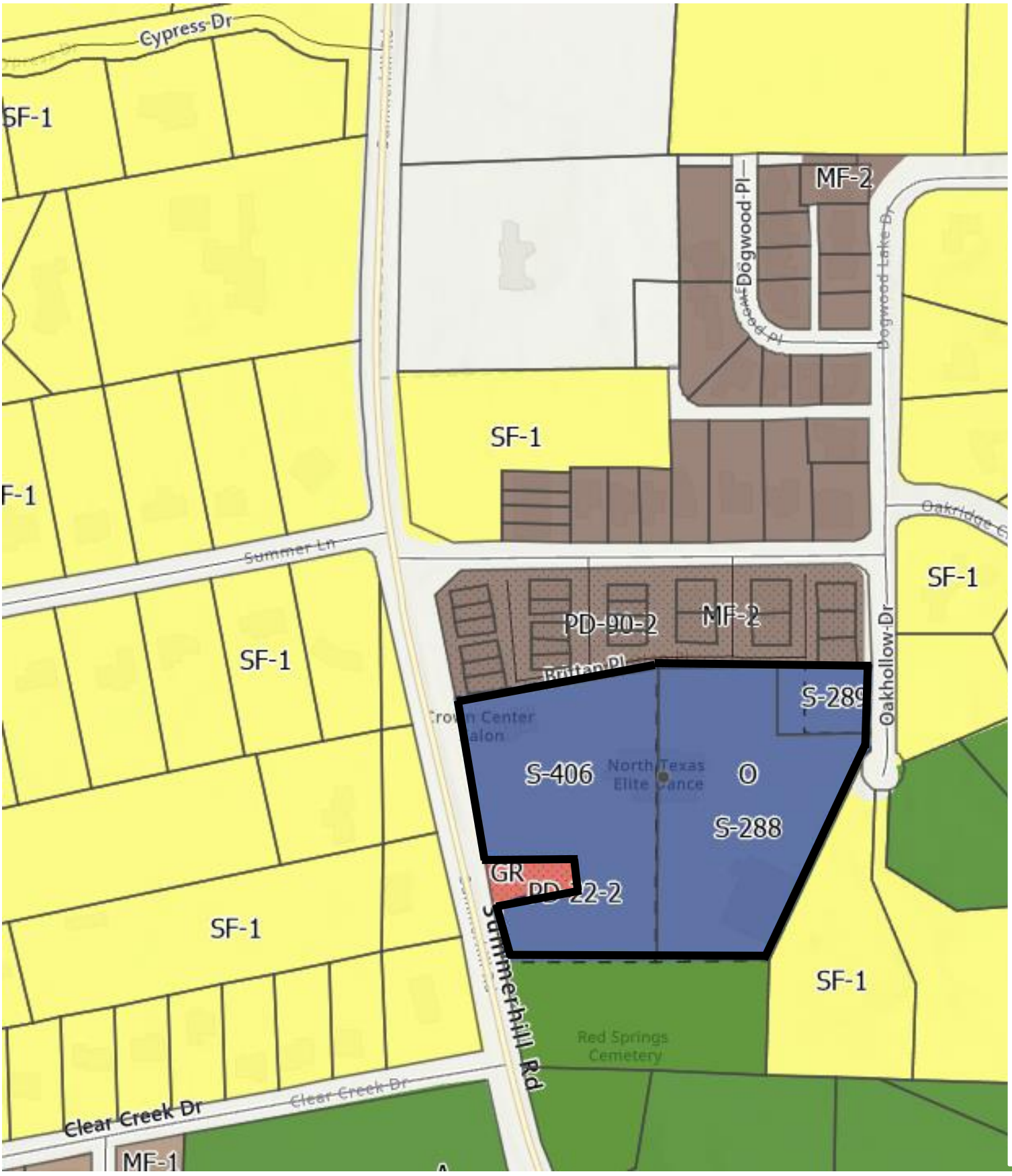
2022-00005171 DEED
04/26/2022 11:33:15 AM Total Fees: $38.00

Tina Petty, County Clerk
Bowie County, Texas

Attachment: 2023-155 EXH 'A' (Legal Description) (4133 : 2023-155 ORD SUP for beauty salon at 6500 Summerhill Rd)

2023-155 ATTH 01
S-785

6500 Summerhill Road



Attachment: 2023-155 ATTH 01 (Maps) (4133 : 2023-155 ORD SUP for beauty salon at 6500 Summerhill Rd)

2023-155 ATTH 01
S-785

6500 Summerhill Road



Attachment: 2023-155 ATTH 01 (Maps) (4133 : 2023-155 ORD SUP for beauty salon at 6500 Summerhill 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: 2023-155 Goals & Perspectives (4133 : 2023-155 ORD SUP for beauty salon at 6500 Summerhill Rd)

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 11/30/2023 1:58 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2023-156 granting a Specific Use Permit to allow one additional use of a beauty school on the W 1/2 of Lots 1-3, Block 18 and the E 1/2 of Lots 1-3, All of Lots 4-6 and All of Block 17, Rochelle Addition, located at 3123 Magnolia Street. Brenda Adams, owner.		

Briefing: 1/8/2024 **Public Hearing:** 1/8/2024 **Council Vote:** 1/8/2024

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 Brenda Adams, owner, for a Specific Use Permit to allow a Beauty School on the W ½ of Lots 1-3, Block 18, and the E ½ of Lots 1-3, All of Lots 4-6 and All of Block 17, Rochelle Addition, located at 3123 Magnolia Street.

The adjacent zoning is Two Family-2 to the west, Single Family-2 to the north, Commercial to the east, and parking to the south. The adjacent land use is residential to the west and north, garage/shop to the east, and parking space to the south.

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

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

1. That the owner/or any employee performing the application of tattooing procedures (permanent cosmetics) be currently licensed by the State and meet all Federal, State and City licensing laws and health regulations. (A copy of the current license must be provided to the City prior to the opening of the business).
2. That if this use ever ceases at this location, the City may revoke the Specific Use Permit that allows a beauty school.
3. That any remodeling of the current building must meet all city codes and requires licensed contractors.
4. That you maintain the natural barrier to adjoining residential parcels.

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

drainage ordinance and stormwater design manual, building codes, setbacks, subdivision, fire, parking, drainage, water and sewer prior to the issuance of building permits.

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

November 6, 2023

Attachments

a. 2023-156 ORD granting SUP for Beauty School 3123 Magnolia (DOCX)
b. 2023-156 ATTH 01 (Maps) (PDF)
c. 2023-156 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	11/28/2023 10:46 AM
Public Works Department	Dusty Henslee	Reviewer	Completed	11/28/2023 10:48 AM
City Manager	David Orr	Reviewer	Completed	11/28/2023 12:43 PM
City Council	Jennifer Evans	Meeting	Completed	12/11/2023 6:00 PM

Meeting History

S-784

ORDINANCE NO. 2023-156

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-784 TO ALLOW ONE ADDITIONAL USE OF A BEAUTY SCHOOL ON THE W ½ OF LOTS 1-3, BLOCK 18 AND THE E ½ OF LOTS 1-3, AND ALL OF LOTS 4-6, BLOCK 17, ROCHELLE ADDITION, LOCATED AT 3123 MAGNOLIA STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow a beauty school on the **W ½ of Lots 1-3, Block 18 and the E ½ of Lots 1-3, and All of Lots 4-6, Block 17, Rochelle Addition, located at 3123 Magnolia Street,** in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow one additional use of a beauty school** 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-784 to allow one additional use of a beauty school on the W ½ of Lots 1-3, Block 18 and the E ½ of Lots 1-3, and All of Lots 4-6, Block 17, Rochelle Addition, located at 3123 Magnolia Street,** in the City of Texarkana, Bowie County, Texas.

Attachment: 2023-156 ORD granting SUP for Beauty School 3123 Magnolia (4134 : 2023-156 ORD SUP for beauty school at 3123 Magnolia St.)

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

1. That if this use ever ceases at this location, the City may revoke the Specific Use Permit that allows a beauty school.
2. That any remodeling of the current building must meet all city codes and requires licensed contractors.
3. That no painting of the windows or the building with advertisement or graphic art is allowed.

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 **8th day of January, 2024.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2023-156 ORD granting SUP for Beauty School 3123 Magnolia (4134 : 2023-156 ORD SUP for beauty school at 3123 Magnolia St.)

2023-156 ATTH 01
S-784

3123 Magnolia Street



Attachment: 2023-156 ATTH 01 (Maps) (4134 : 2023-156 ORD SUP for beauty school at 3123 Magnolia St.)

2023-156 ATTH 01
S-784

3123 Magnolia Street



Attachment: 2023-156 ATTH 01 (Maps) (4134 : 2023-156 ORD SUP for beauty school at 3123 Magnolia St.)

City of Texarkana, Texas

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

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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

Attachment: 2023-156 Goals & Perspectives (4134 : 2023-156 ORD SUP for beauty school at 3123 Magnolia St.)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 12/8/2023 9:45 AM

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

Subject: Resolution No. 2023-162 approving a Memorandum of Understanding with Texas A&M University Texarkana.

Briefing: 1/8/2024 **Public Hearing:** 1/8/2024 **Council Vote:** 1/8/2024

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Texas A&M University-Texarkana is a comprehensive regional university committed to Academic Excellence, Student Success, and Community Leadership. As a member of The Texas A&M University System, one of the largest and most distinguished higher education systems in the nation, TAMUT provides students with a world-class degree in a family atmosphere known as a "community" of higher education.

The City of Texarkana, Texas, a local government of the state of Texas, has core mission and vision statements to be a thriving regional center for education, business and culture which attracts and serves our residents and visitors. The City of Texarkana, Texas, gifted 300 acres along with an additional 75 acres from the Anita and Truman Arnold Foundation to support the university's new campus near Bringle Lake in Texarkana, Texas.

The parties recognize the unique contributions that each entity makes to the cultural, educational and economic prosperity of the Northeast Texas Region. The parties acknowledge that the success in achieving respective goals, responsibilities and interests require an express commitment by both parties to establish a process that facilitates enhanced communication, continued education and advancement of mutually beneficial opportunities.

This MOU (ATTH 01) provides a framework for strengthening the relationship between the City of Texarkana, Texas and Texas A&M University-Texarkana. Furthermore, the parties recognize the implementation of this MOU will include educational efforts to promote the understanding of the university and local government relationship within their respective organizations.

As a part of this MOU, TAMUT intends to provide:

- **University Partner Scholarship:** A scholarship of 25% of the value of tuition for all undergraduate or graduate programs, certificates, or micro-credentials, delivered in-person, online, or hybrid, will be extended to all Collaborator's full-time employees. No application fee shall be charged.

- **First Flight Scholarship:** The First Flight Scholarship is available to any full-time employee of Collaborator who is a **NEW** student to TAMUT enrolled in at least six (6) hours in any undergraduate or graduate degree program. With it, the employee will receive their first course free in addition to the 25% discount of the value of tuition. No application fee shall be charged.

The City of Texarkana, Texas intends to provide active promotion of the collaboration to its employees including, but not limited to:

- Opportunities for TAMUT student internships, fellowships and future employment throughout city departments.

- Opportunities for TAMUT faculty and staff to participate in boards, commissions and committees to be actively involved in the future growth and development of the community.

- Economic development and entrepreneurship opportunities through funding the development of The Assembly Line, a regional business incubator located in downtown Texarkana.

- Promotion on the organization's website and email (electronic links, email templates, and/or logos to be provided by TAMUT)

- Allowing the promotion of on-site visits by a TAMUT representative to host information sessions and discuss the institutional collaboration and related opportunities with employees.

- Allowing the placement of brochures, flyers, posters, and/or other promotional material in gathering areas (materials to be provided by TAMUT)

- Employees of Collaborator are asked to provide verification of employment letter each year to continue the scholarship.

Potential Options:

- Approve
- Deny

Fiscal Implications:

None

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. 2023-162 RES Approving TAMUT MOU (DOCX)
b. 2023-162 ATTH 01 MOU Partner City Texarkana TX 11.13.23 do (PDF)
c. 2023-162 Goals & Perspectives (DOCX)

Staff Coordination

City Manager	Vicky Coopwood	Department Head Review	Skipped	12/08/2023 9:45 AM
City Manager	Jennifer Evans	City Manager Review	Skipped	12/11/2023 6:15 PM
City Council	Jennifer Evans	Meeting	Completed	12/11/2023 6:00 PM

Meeting History

RESOLUTION NO. 2023-162

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH TEXAS A&M UNIVERSITY - TEXARKANA; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Texas A&M University-Texarkana (TAMUT) is a comprehensive regional university committed to Academic Excellence, Student Success, and Community Leadership. As a member of The Texas A&M University System, one of the largest and most distinguished higher education systems in the nation, TAMUT provides students with a world-class degree in a family atmosphere known as a "community" of higher education, and

WHEREAS, the City of Texarkana, Texas, a local government of the state of Texas, has core mission and vision statements to be a thriving regional center for education, business and culture which attracts and serves our residents and visitors, and

WHEREAS, the City of Texarkana, Texas, gifted 300 acres along with an additional 75 acres from the Anita and Truman Arnold Foundation to support the university's new campus near Bringle Lake in Texarkana, Texas, and

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

WHEREAS, the parties acknowledge that the success in achieving respective goals, responsibilities and interests require an express commitment by both parties to establish a process that facilitates enhanced communication, continued education and advancement of mutually beneficial opportunities, and

WHEREAS, this MOU (**ATTH 01**) provides a framework for strengthening the relationship between the City of Texarkana, Texas and Texas A&M University-Texarkana. Furthermore, the parties recognize the implementation of this MOU will include educational efforts to promote the understanding of the university and local government relationship within their respective organizations.

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

SECTION 1: The Memorandum of Understanding with Texas A&M University – Texarkana is approved.

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

PASSED AND APPROVED in Regular Council Session on this the **8th day of January, 2024.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2023-162 RES Approving TAMUT MOU (4149 : 2023-162 RES Approving TAMUT MOU)

Memorandum of Understanding
by and between
TEXAS A&M UNIVERSITY-TEXARKANA
and
CITY OF TEXARKANA, TEXAS

This Memorandum of Understanding ("MOU") is entered into and effective Click or tap here to enter text. (the "Effective Date"), by and between **Texas A&M University-Texarkana**, an agency of the State of Texas and a member of The Texas A&M University System ("[TAMUT]"), and City of Texarkana, Texas ("Collaborator"). Member and Collaborator are sometimes hereafter referred to as "Party" individually and as "Parties" collectively.

WHEREAS, Texas A&M University-Texarkana is a comprehensive regional university committed to Academic Excellence, Student Success, and Community Leadership. As a member of The Texas A&M University System, one of the largest and most distinguished higher education systems in the nation, TAMUT provides students with a world-class degree in a family atmosphere known as a "community" of higher education, and

WHEREAS, the City of Texarkana, Texas, a local government of the state of Texas, has core mission and vision statements to be a thriving regional center for education, business and culture which attracts and serves our residents and visitors, and

WHEREAS, the City of Texarkana, Texas, gifted 300 acres along with an additional 75 acres from the Anita and Truman Arnold Foundation to support the university's new campus near Bringle Lake in Texarkana, Texas, and

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

WHEREAS, the parties acknowledge that the success in achieving respective goals, responsibilities and interests require an express commitment by both parties to establish a process that facilitates enhanced communication, continued education and advancement of mutually beneficial opportunities, and

WHEREAS, this MOU provides a framework for strengthening the relationship between the City of Texarkana, Texas and Texas A&M University-Texarkana. Furthermore, the parties recognize the implementation of this MOU will include educational efforts to promote the understanding of the university and local government relationship within their respective organizations.

NOW, THEREFORE, the City of Texarkana, Texas and Texas A&M University-Texarkana agree to the following:

Attachment: 2023-162 ATTH 01 MOU Partner City Texarkana TX 11.13.23 do (4149 : 2023-162 RES Approving TAMUT MOU)

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

Article 1

1.1 This Article 1 is not intended to be legally binding on either Party.

1.2 The Parties desire to develop a strong and effective Business/Education Institution collaboration that enhances workforce productivity and professional development (the "Purpose").

1.3 The Parties agree to enhanced communication and to plan strategic goals that will capitalize on educational and economic development opportunities, environmental and cultural stewardship, deepen community pride and offer hope for future collaborative opportunities.

1.4 Create partnership programs and joint projects including but not limited to economic development projects, educational internships and fellowships, cultural grant opportunities, parks, recreation and trail grant opportunities, historical exhibits, community speaker series and joint proclamations.

1.5 Formalize annual meetings including both virtual and in-person consultations to review mutual goals and implement new strategic opportunities.

1.6 TAMUT intends to provide:

1. **University Partner Scholarship:** A scholarship of 25% of the value of tuition for all undergraduate or graduate programs, certificates, or micro-credentials, delivered in-person, online, or hybrid, will be extended to all Collaborator's full-time employees. No application fee shall be charged.

AND

2. **First Flight Scholarship:** The First Flight Scholarship is available to any full-time employee of Collaborator who is a **NEW** student to TAMUT enrolled in at least six (6) hours in any undergraduate or graduate degree program. With it, the employee will receive their first course free in addition to the 25% discount of the value of tuition. No application fee shall be charged.

   Employees must meet the admission standards of the program to which they apply and remain in "good" academic standing. Restrictions may apply. Students who are eligible for financial assistance under the Hazlewood Act are not eligible for additional scholarships or tuition discounts.

OR

Attachment: 2023-162 ATTH 01 MOU Partner City Texarkana TX 11.13.23 do (4149 : 2023-162 RES Approving TAMUT MOU)

3. At Collaborator's request, TAMUT may permit faculty to participate as a resource for Collaborator's activities related to the MOU on a limited and discretionary basis, as determined by TAMUT. Such instances may include firm-specific training and executive education opportunities. TAMUT is responsible for the education and academic evaluation of the student and for monitoring the student's learning experiences.

4. TAMUT shall also require its students to follow all TAMUT policies and procedures, including but not limited to the Student Code of Conduct, as well as all local, state, and federal laws.

1.4 City of Texarkana, Texas intends to provide active promotion of the collaboration to its employees including, but not limited to:

1. Opportunities for TAMUT student internships, fellowships and future employment throughout city departments.

2. Opportunities for TAMUT faculty and staff to participate in boards, commissions and committees to be actively involved in the future growth and development of the community.

3. Economic development and entrepreneurship opportunities through funding the development of The Assembly Line, a regional business incubator located in downtown Texarkana.

4. Promotion on the organization's website and email (electronic links, email templates, and/or logos to be provided by TAMUT)

5. Allowing the promotion of on-site visits by a TAMUT representative to host information sessions and discuss the institutional collaboration and related opportunities with employees.

6. Allowing the placement of brochures, flyers, posters, and/or other promotional material in gathering areas (materials to be provided by TAMUT)

7. Employees of Collaborator are asked to provide verification of employment letter each year to continue the scholarship.

Article 2

2.1 This Article 2 is intended to be legally binding on the Parties.

2.2 Each Party acknowledges that neither Party will have any legal rights or obligations as to the understandings and intentions in Article 1, and neither Party should or may take any action or fail to take any action in detrimental reliance on Article 1.

2.3 The Parties anticipate that under this MOU it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document

Attachment: 2023-162 ATTH 01 MOU Partner City Texarkana TX 11.13.23 do (4149 : 2023-162 RES Approving TAMUT MOU)

exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other Party.

(a) "Confidential Information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this MOU by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.

(b) The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may use Confidential Information only for the Purpose under this MOU and may disclose Confidential Information only to its directors, regents, officers, employees, agents, consultants, advisors, or other representatives ("Representatives") having a need to know the Confidential Information for the Purpose, provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and that the Receiving Party remains responsible for its Representatives' compliance with such obligations.

(c) If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this MOU.

(d) The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this MOU for a period of three (3) years.

2.4 Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading or imply an endorsement by that Party or its employees. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this MOU to be provided pursuant to this MOU.

2.5 Each Party shall be responsible for its own costs, risks, and liabilities as a result of its

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activities under this MOU without expectation of reimbursement from the other Party. There will be no exchange of funds or other resources among the Parties.

2.6 This MOU commences on the Effective Date and continues for five years (the "Term"), unless sooner terminated as provided herein, not to exceed a total Term of five (5) years. Either Party may terminate this MOU effective upon thirty (30) days' written notice to the other Party. Either Party may terminate this MOU effective upon written notice to the other Party if the other Party materially breaches any term of this MOU and fails to cure such breach within ten (10) days after receiving written notice of the breach.

2.7 Each Party shall conduct all activities in connection with this MOU in compliance with all applicable federal, state, and local laws, rules, and regulations.

2.8 The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, breach, remedies, procedures, rights, duties, interpretation or construction, shall be governed and determined in accordance with the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against TAMUT is to be in the county in which the principal office of TAMUT's governing officer is located.

2.9 Any notice required or permitted under this MOU must be in writing and in English, and is deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. Parties can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

(a) Texas A&M University-Texarkana:
Attention: Dr. Jennifer Davis
7101 University Avenue
Texarkana, TX 75503
Phone: (903) 334-6752
Email: jdavis@tamut.edu

(b) With a copy to:
Texas A&M University-Texarkana
Attention: Contracts Office
7101 University Avenue
Texarkana, TX 7503
Phone: (903) 223-3053
Email: contracts@tamut.edu

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

2.10 This MOU is not intended to create a partnership or joint venture between the Parties.

Attachment: 2023-162 ATTH 01 MOU Partner City Texarkana TX 11.13.23 do (4149 : 2023-162 RES Approving TAMUT MOU)

Neither Party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization.

2.11 This MOU contains the entire understanding of the Parties as to its subject matter and supersedes all other written and oral agreements between the Parties as to that subject matter.

2.12 This MOU is assignable only with the written consent of both Parties.

2.13 Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.

2.14 Neither Party is liable or responsible to the other Party for any loss or damage or for any delays or failure to perform under this MOU due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character (force majeure occurrence).

2.15 Member is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. Collaborator expressly acknowledges that Member is an agency of the state of Texas and nothing in this MOU will be construed as a waiver or relinquishment by Member of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by the Constitution and the laws of the state of Texas.

2.16 Prior to performing any specific projects or work contemplated by this MOU, the Parties will enter into a separate agreement containing definitive statements of work and associated budgets. Notwithstanding the foregoing, this MOU does not bind the Parties to negotiate or consummate any such later agreement(s).

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

Texas A&M University-Texarkana

By:_____
Name: Ross C. Alexander, Ph.D.
Title: President
Date: Click or tap here to enter text.

City of Texarkana, Texas

By:_____
Name: Bob Bruggeman
Title: Mayor
Date: Click or tap here to enter text.

By:_____

Name: David Orr, Ph.D.

Title: City Manager

Attachment: 2023-162 ATTH 01 MOU Partner City Texarkana TX 11.13.23 do (4149 : 2023-162 RES Approving TAMUT MOU)

Date: Click or tap here to enter text.

Attachment: 2023-162 ATTH 01 MOU Partner City Texarkana TX 11.13.23 do (4149 : 2023-162 RES Approving TAMUT MOU)

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	Medium

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2023-162 Goals & Perspectives (4149 : 2023-162 RES Approving TAMUT MOU)

City of Texarkana, Texas

Briefing Sheet

Version: A
Update Date: 10/20/2023 10:16 AM

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

Subject: Ordinance No. 2023-139 approving rules and regulations of the Texarkana Airport Authority and amending Chapter 4, Article II "Airport Authority", Section 4-26 "Rules, regulations and bylaws", of the Code of Ordinances.

Briefing: 12/11/2023 **Public Hearing:** 12/11/2023 **Council Vote:** 12/11/2023

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The Texarkana Municipal Airport is jointly operated by the cities of Texarkana, Arkansas, and Texarkana, Texas, by means of reciprocal ordinances which provide, among other things, that any proposed rules, regulations, and bylaws for the airport must be approved by both cities' governing bodies, and that by joint action both cities' governing bodies may amend, alter, or repeal any bylaw, rule, or regulation.

Both cities have, in the past, approved airport rules and regulations. Texarkana, Texas, approved rules by resolution in 1957 and Texarkana, Arkansas, approved rules in the 1960s and 1970s which are currently found in that city's code of ordinances. These rules have not been updated in decades.

The Airport Authority secured a consultant, Aviation Management Consulting Group, a leading provider of aviation management consulting services, support, and resources, to assist in updating airport rules and regulations. The Joint Board of the Texarkana Airport Authority, in a public meeting held on September 28, 2023, adopted proposed "Rules and Regulations", attached to the proposed ordinance form as Exhibit "A", now submitted to both cities for approval. The Authority is also requesting that Texarkana, Arkansas, remove the outdated codified rules. In anticipation of the airport authority revising its rules and regulations, the City Council has already rescinded the old 1957 rules when approving updated provisions of the reciprocal airport ordinances two years ago (Ord. No. 2021-008, approved Feb. 8, 2021).

In addition, edits to the reciprocal provisions of the cities' airport ordinances specifically pertaining to the airport rules and regulations (Code Section 6-32 of the City of Texarkana, Arkansas, and Code Section 4-26 for the City of Texarkana, Texas) are proposed to provide for locations to maintain copies of approved rules and regulations and, specific to the City of Texarkana, Arkansas, to provide for enforcement authority for violation of such rules and regulations.

Potential Options:

Approve (or not) the proposed airport rules and regulations and the amendment to Code Sec. 4-26.

Fiscal Implications:

None

Staff Recommendation:

Staff recommends approving the Airport Authority's request.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2023-139 ORD Ch. 4 Airport Rules-Regs (jcl) (DOCX)
b. 2023-139 EXH 'A' (Rules & Regs)TR (PDF)
c. 2023-139 ATTH 01 2023.09.28 TRAA Board Meeting Minutes (DOCX)
d. 2023-139 Goals & Perspectives (DOCX)
e. 2023-139 ORD Airport Code Rev. Sec. 4-26 signed (PDF)

Staff Coordination

City Manager	Jennifer Evans	Department Head Review	Completed	10/20/2023 8:31 AM
Municipal Prosecutor	Deborah Jones	Asst. City Attorney Review	Completed	10/20/2023 9:16 AM
City Attorney	Jeffery C. Lewis	City Attorney Review	Completed	10/20/2023 10:18 AM
City Manager	David Orr	City Manager Review	Completed	10/20/2023 2:10 PM
City Council	Jennifer Evans	Meeting	Completed	11/13/2023 6:00 PM

Meeting History

11/13/23	City Council	MOVED FORWARD	Next: 12/11/23

ORDINANCE NO. 2023 - 139

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING RULES AND REGULATIONS OF THE TEXARKANA AIRPORT AUTHORITY AND AMENDING CHAPTER 4, "AIRPORTS', ARTICLE II, "AIRPORT AUTHORITY", SECTION 4-26, "RULES, REGULATIONS AND BYLAWS; CONTAINING REPEALER, SEVERABILITY, AND SUPERSEDING CLAUSES; CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Cities of Texarkana, Arkansas, and Texarkana, Texas, created the Texarkana Airport Authority by means of reciprocal ordinances codified in Chapter 6 – Aviation, Article II – Texarkana Airport Authority, of the Code of Ordinances of the City of Texarkana, Arkansas, and Chapter 4 – Airports, Article II – Airport Authority, of the Code of Ordinances of the City of Texarkana, Texas; and

WHEREAS, the Joint Board of the Texarkana Airport Authority, in a public meeting held on September 28, 2023, adopted proposed "Rules and Regulations" attached to this resolution as **Exhibit "A"**, incorporated herein by reference for all purposes; and

WHEREAS, the Rules and Regulations of the Texarkana Airport Authority must be approved by both governing bodies as required by each city's respective codes of ordinances (Code Section 6-32 of the City of Texarkana, Arkansas, and Code Section 4-26 for the City of Texarkana, Texas), and both cities deem it necessary to amend these respective code sections to provide for locations to maintain copies of approved rules and regulations and, specific to the City of Texarkana, Arkansas, to provide for enforcement authority.

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

SECTION 1: Chapter 4 "Airports", Article II "Airport Authority", Section 4-26, "Rules, regulations and bylaws", of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety as follows:

Sec. 4-26. - Rules, regulations, and bylaws.

The authority may propose such rules, regulations, and bylaws governing its functions in the operation of the airport as it deems best, provided however, that said rules, regulations, and bylaws shall not conflict with the constitution and statutes of the States of Arkansas and Texas, or the ordinances of the Cities of Texarkana, Arkansas, and Texarkana, Texas. The proposed rules, regulations, and bylaws must be approved by both the governing bodies of the Cities of Texarkana, Arkansas, and Texarkana, Texas, before the same shall be effective and said governing bodies by joint action may amend, alter, or repeal any bylaw, rule, or regulation. Copies of rules, regulations, and bylaws approved by both governing bodies shall be kept on file in the offices of the city secretary and the airport director.

Attachment: 2023-139 ORD Ch. 4 Airport Rules-Regs (jcl) (4110 : 2023-139 ORD Amending Code Chapter 4 - Airport rules)

SECTION 2: The City Council approves the proposed Rules and Regulations of the Texarkana Regional Airport Authority attached to this ordinance as **Exhibit "A"**.

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

SECTION 4: In case a section, clause, sentence, or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

SECTION 5: In the event of any conflict between this Ordinance and any other ordinances or parts of ordinances, this Ordinance shall supersede and control.

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

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

PASSED AND APPROVED in Regular Council Session on this the **11th day of December, 2023**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-139 ORD Ch. 4 Airport Rules-Regs (jcl) (4110 : 2023-139 ORD Amending Code Chapter 4 - Airport rules)

TEXARKANA
REGIONAL AIRPORT

201 Airport Drive
Texarkana, Arkansas 71854
(870) 774-2171

Rules and Regulations

Texarkana Regional Airport Authority

Texarkana Regional Airport (TXK)

October 4, 2023

Attachment: 2023-139 EXH 'A' (Rules & Regs)TR (4110 : 2023-139 ORD Amending Code Chapter 4 - Airport rules)

TEXARKANA REGIONAL AIRPORT

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Attachment: 2023-139 EXH 'A' (Rules & Regs)TR (4110 : 2023-139 ORD Amending Code Chapter 4 - Airport rules)

1. INTRODUCTION

1.1. Purpose

The purpose of these Rules and Regulations is to protect the health, safety, interest, and general welfare of the public and the Tenants and users of the Texarkana Regional Airport (Airport), and to prevent any activities or actions which would negatively interfere with the safe, orderly, and efficient use of the Airport.

1.2. PMCD General Provisions

General Provisions, which are those provisions common to all Primary Management Compliance Documents (PMCDs) are set forth in Appendix A of these Rules and Regulations and are incorporated into these Rules and Regulations and all PMCDs by reference.

1.3. PMCD Definitions and Acronyms

The definitions and acronyms utilized throughout the PMCDs are set forth in Appendix B of these Rules and Regulations, are capitalized whenever used in the PMCDs, and are incorporated into these Rules and Regulations and all PMCDs by reference. Words that are not defined shall be construed consistent with common meaning or as generally understood.

1.4. Airport Sponsor, Operator, and Governing Body

The Airport is owned and operated by Texarkana Regional Airport Authority (Authority) and governed by the Board of Directors (Authority Board).

1.5. Authority of the Director

The Authority Board has authorized the Executive Director (Director) to interpret, administer, and enforce these Rules and Regulations and the PMCDs. During emergency situations, the Director is empowered to issue such directives, variances, and/or exemptions and to take such action that, within Director's discretion and judgement, are necessary or desirable to safeguard the safety, security, and efficiency of the Airport and the public.

The Director shall be subject to the direction, authority, and control of the Authority Board and shall act as their official representative pertaining to aviation and Airport matters for the Authority. The Director's powers and duties include, but are not limited to, the following:

- designate aircraft operating, parking, and other such areas necessary for the safe, secure, and efficient operation of the Airport;
- assign aircraft parking, Hangar, and tiedown spaces;
- order unauthorized aircraft to leave the Airport; and
- promulgate rules and regulations for the use, operation, and administration of the Airport.

1.6. Enforcement

In addition to enforcement authority designated to the Director, the enforcement of all federal, state, and local statutes and ordinances pertaining to fire protection and Hazardous Materials (within its jurisdiction) shall be administered by the Texarkana Regional Airport Rescue and Fire Department (Fire Department). All other statutes and ordinances (within its jurisdiction) shall be enforced by the City of Texarkana, Arkansas Police Department (Police Department) and Law Enforcement Officers.

Attachment: 2023-139 EXH 'A' (Rules & Regs)TR (4110 : 2023-139 ORD Amending Code Chapter 4 - Airport rules)

Violation of these Rules and Regulations, the PMCDs, applicable federal, state, and local statutes and ordinances, or directives issued by the Authority, Fire Department, or Law Enforcement Officers or jeopardizing the safety or security of persons and entities utilizing the Airport, or harassment or obstruction of Airport employees in their enforcement of these Rules may result in suspension, revocation, and/or prohibition of access privileges, engaging in activities on Airport property, and use of the Airport. Violators shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the Authority. Violators of these Rules and Regulations, the PMCDs, and all applicable federal, state, and local statutes and ordinances may be prosecuted for trespass.

1.7. Penalty for Violation

Violations by Tenants and users of the Airport shall be considered as follows, which excludes the Authority, Fire Department, or Law Enforcement Officers:

- committing an act that is prohibited or declared unlawful by ordinance or by rule or regulations authorized by ordinance;
- failure to perform an act that is required to be performed by ordinance or by rule or regulation authorized by ordinance; or
- failure to perform an act if the failure is declared a violation by ordinance or by rule or regulation authorized by ordinance.

Except as otherwise provided, a person or entity convicted of a violation of these Rules and Regulations, the PMCDs, all applicable federal, state, and local statutes and ordinances, or directives issued may be issued a fine as provided in all applicable federal, state, and local statutes and ordinances, but not exceeding $1,000.00 for the first offense or violation.

If the violation is continuous in respect to time, the fine for allowing the continuance shall not exceed $500.00 for each day of unlawful continuance. If a violation is also a misdemeanor under State law, the penalty for the violation shall be as prescribed by State law for the State offense.

The imposition of a penalty does not prevent the Authority from revocation or suspension of a license, permit, or Agreement.

Violations of these Rules and Regulations, the PMCDs, all applicable federal, state, and local statutes and ordinances, or directives that are continuous with respect to time and a public nuisance may be abated by injunctive or other equitable relief. The imposition of a penalty does not prevent the simultaneous granting of equitable relief in appropriate cases.

Attachment: 2023-139 EXH 'A' (Rules & Regs)TR (4110 : 2023-139 ORD Amending Code Chapter 4 - Airport rules)

2. GENERAL

2.1. Access To, Entry Upon, or Use of the Airport

Access to or entry upon the Airport shall be made only at locations designated by the Director. Any person accessing or using the Airport shall be fully and completely responsible for their actions and all actions of any person who is provided access to or use of the Airport, whether directly or indirectly, expressed, or implied. All actions shall be in full and complete compliance with these Rules and Regulations and applicable PMCDs.

2.2. Restricted Areas, Sterile Areas, and Secured Identification Display Areas (SIDA)

Access to the Restricted Areas is limited to persons with a valid Airport Security Badge (Airport Badge), under appropriate supervision or escort, or as otherwise approved by the Director.

Unescorted access or entry to Sterile Areas or certain parts thereof, is limited to persons who have been screened by Transportation Security Administration (TSA) personnel and possess a valid boarding or gate pass, possess a valid Airport Badge with appropriate permissions, or be a person under appropriate supervision and escort by a person with escort privileges.

The Secured Areas are the areas where air carrier aircraft operate, enplane, and deplane passengers and sort and load baggage and any adjacent areas that are not separated by adequate security measures.

2.3. Airport Security Badge

Persons requiring unescorted access or entry to a Restricted Area or a Sterile Area (who do not have a valid boarding or gate pass) shall complete and submit an Airport Security Badge Application to the Authority. Prior to accessing or entering a Restricted Area, persons shall possess an approved Airport Badge which authorizes such access.

Prior to obtaining an Airport Badge for employees of Operators, Lessees, or Sublessees, an Authorization Signature Letter listing the person(s) authorized to receive Airport Badge(s) shall be submitted to the Authority. Prior to obtaining an approved Airport Badge, a person must successfully pass a Criminal History Records Check and Security Threat Assessment in accordance with 49 CFR Part 1540-1544 and applicable security directives.

Persons desiring or in possession of an approved Airport Badge shall complete all Authority training programs and meet all related requirements (including payment of applicable fees).

Any person who allows unauthorized use of an Airport Badge or fails to pay any fine or charge may lose access privileges.

No person shall make, possess, use, offer for sale, pass, or deliver any forged or falsely altered pass, permit, identification card, sign, and/or other authorization purporting to be issued by or on behalf of the Authority.

2.4. Security

The Police Department has the overall responsibility for security of the Airport. Operators, Lessees, or Sublessees are responsible for the security of entity's Leased Premises and shall comply with the Authority's security requirements and/or best practices. Security gates that provide access to the Air Operations Area (AOA) shall remain closed, locked, and secured except when actually in use. The Director may close or otherwise restrict access to any area of the Airport when safety or security considerations dictate.

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Tampering with, interfering with, or disabling the lock or closing mechanism, or breaching any other security device is prohibited unless authorized by the Director. Persons who have been provided an access code or device for access to a Restricted Area shall not, under any circumstances, divulge, duplicate, or otherwise distribute or convey the code or device to any other person unless authorized in writing by the Authority.

Unless under approved escort, no person shall follow another person into an Airport Restricted Area. Each individual must use an approved Airport Badge to access the Airport through any restricted entry point.

2.5. Commercial Activities

Any entity desiring to engage in or is actively engaging in a Commercial Aeronautical Activity at the Airport shall comply with the Airport's General Aviation Minimum Standards (Minimum Standards), as developed and amended from time to time.

Based Aircraft shall not be used for Commercial Aeronautical Activities at the Airport unless expressly authorized by an Agreement with the Authority. Based Aircraft may be used for the purpose of training or increasing the flying proficiency of the Aircraft Owner or members of the Aircraft Owner's Immediate Family.

Any entity desiring to engage in any non-aeronautical Commercial activity (including photography or filming) at the Airport shall obtain written permission from the Authority prior to engaging in such activity.

2.6. Accidents

Any person involved in or witnessing an Accident resulting in injury, death, or damage to Property shall immediately call "911" and notify the Authority. If reasonably able to do so, such person shall remain at the scene and respond to the inquiries of (and provide the information requested by) the Authority, Director, Police Department, Law Enforcement Officers, Fire Department, and/or investigative personnel. Unauthorized entry to the AOA to gain access to an Accident scene is prohibited.

No person shall tamper with an Accident scene or fail to comply with any directive issued by the Authority, Director, Police Department, Law Enforcement Officers, Fire Department, or any other Agency having jurisdiction over the Accident scene.

2.7. First Amendment Activities

Conduct of or participation in solicitation, picketing, demonstrating, parading, marching, patrolling, sit-ins, sit-downs, or other similar activities and/or assembling, carrying, distributing, or displaying pamphlets, signs, placards, or other materials is prohibited without prior written permission of the Director.

All authorized activities listed above shall be conducted (a) in those areas identified by the Authority without obstructing the use of the Airport by others; (b) in a peaceful and orderly manner; (c) without physical harm, molestation, threat, or harassment of any person; (d) without obscenities, violence, breach of the peace, or other unlawful conduct; (e) without hindrance to or interference with the proper, safe, orderly, and efficient access to, and operation of the Airport and activities conducted thereon; and (f) in strict conformance with any rules and regulations governing such activities on the Airport and the direction and conditions prescribed in writing by the Director.

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2.8. Advertisements

Advertisements, including notices, circulars, and/or handbills, may not be posted, displayed, or distributed without the prior written permission of the Director. The posting of advertisements on Authority physical property shall conform with established Authority policies and directives. The Authority has the right to remove or relocate any such advertisement.

2.9. General Conduct

No person shall use or otherwise conduct themselves in any area of the Airport in any manner contrary to the directions posted in or for that area. Destroying, damaging, injuring, defacing, disturbing, or tampering with Property is prohibited. Any and all Property damaged or destroyed shall be replaced (or replacement shall be paid for) by the person(s) responsible for such damage or destruction.

Smoking, vaping, or carrying lighted cigars, cigarettes, or pipes in any public use area of the Airport, except in areas specifically designated by the Authority and posted as public smoking areas, is prohibited.

Starting, moving, using, or interfering with the safe operation of any aircraft, vehicle, or equipment without the permission of the Owner or by specific direction of the Authority is prohibited. If requested by the Authority or a Law Enforcement Officer, satisfactory evidence of the right to do so shall be presented.

No person shall engage in behavior that is disruptive or creates a hazard or risk of injury, death, or damage to Property.

The Airport shall not be used to camp or stay overnight unless approved in writing by the Director. The Airport shall not be used for any improper, objectionable, or illegal purposes.

Leased Premises are expressly for the conduct of the Tenant's activities. Persons without an Airport Badge or under appropriate supervision or escort shall not make use of the Leased Premises without permission of the Tenant or as otherwise approved by the Director.

2.10. Abandoned or Lost Property

Property shall not be Abandoned at the Airport. Abandoned or Lost Property found in Public Areas shall be reported or submitted to the Authority.

Abandoned or Lost Property unclaimed by its proper owner within 30 calendar days shall become the property of the Authority to be disposed of at the discretion of the Authority.

Disposition of Abandoned or Lost Property to which the finder is not entitled to lawful possession shall be disposed of at the sole discretion of the Authority in accordance with federal, state, and local statutes and ordinances and its policies.

No provision in this Section shall be construed to deny the right of Lessees or Sublessees to maintain a lost and found service for Abandoned or lost Property found on Leased Premises so long as the lost and found service is consistent with federal, state, and local statutes and ordinances.

2.11. Use of Roadways and Walkways

No person shall travel at the Airport other than on the roadways, walkways, or other areas provided or designated for a specific type or class of traffic and no person shall occupy the roadways or walkways in such a manner as to hinder or obstruct proper use.

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2.12. Animals

No person shall bring animals, except for service animals or animals used for law enforcement purposes in Public Areas, unless destined for air transport and restrained by a leash, container, or crate. Domestic pets may be at the Airport only if kept on a leash or inside a Lessee's or Sublessee's facilities, aircraft, or vehicles.

No person, except authorized personnel by the Authority for the purposes of wildlife management shall intentionally hunt, pursue, trap, catch, injure, or kill any animal at the Airport. No person shall feed or perform any other act to encourage the congregation of animals on any portion of the Airport.

2.13. Weapons and Explosives

Weapons (including, but not limited to, firearms, tear gas, mace, pepper spray, or other similar devices, materials, or substances) or explosives may only be possessed in accordance with applicable federal, state, and local statutes and ordinances.

- No person shall carry a weapon inside the Passenger Terminal Building except in accordance with State of Arkansas Statute A.C.A. § 5-73-306(14) for the sole purpose of checking an unloaded, encased weapon for shipment purposes as baggage for lawful transport on an aircraft.
- Weapons stored in locked containers (and not immediately accessible) for the purposes of shipping for legal uses are permitted.

No person shall possess or ignite Class C explosives (e.g., fireworks, firecrackers, etc.) as defined in Part 1910 of the Occupational Safety and Health Administration with exception of explosives that may be used by authorized personnel for purposes of wildlife management or during approved special events.

2.14. Alcoholic Beverages

Alcoholic beverages may only be consumed in accordance with all applicable state and local statutes and ordinances. The Authority reserves the right to exclude or expel any person who, in the judgment of a Law Enforcement Officer, is intoxicated or under the influence of alcoholic beverages or drugs. The Authority reserves the right to restrict the consumption of alcoholic beverages at the Airport.

2.15. Use of Public Areas

Marking or defacing the floors, walls, windows, ceilings, or any other surface is prohibited. Use of the Public Area in any facility including the Passenger Terminal Building during Air Carrier service interruptions for purposes of sleeping in lieu of a hotel, motel, or other accommodations is prohibited unless authorized by the Authority.

2.16. Trash and Recycling

Trash of any kind shall not be placed, discharged, or deposited at the Airport except in properly designated trash receptacles.

Exterior trash receptacles and recycling containers shall be equipped with securely fastened lids. Trash and recyclable materials shall not be brought to or burned on Airport property. Trash receptacles and recycling containers shall be kept clean and emptied on a regular basis to prevent overflowing.

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2.17. Fire and Flammable Materials

Tenants and users shall comply with the Arkansas Fire Protection Code and all fire codes, regulations, or directives issued by the Fire Department and/or the Authority.

In no event shall smoking, vaping, or carrying lighted cigars, cigarettes, or pipes occur within 50 feet of any aircraft, Refueling Vehicle, or fuel storage facility. Open flames (i.e., candles, fixtures, or fires) are prohibited without the prior written permission of the Authority and the Fire Department.

- This excludes open flames utilized by a Tenant in the performance of Aircraft Maintenance.
- With the prior written permission of the Authority and the Fire Department, Aircraft Rescue and Fire Fighting (ARFF) personnel may engage in training exercises which require open flames.

Uncontrolled fires (regardless of size or whether the fire has been extinguished) shall be reported immediately to "911". No person shall tamper with any fire extinguisher or related equipment or use the same for any purpose other than fire prevention or firefighting.

- Such equipment may be inspected by the Fire Department and/or Authority at any time and shall be fully operational and inspected annually.
  - A tag showing the date of the last inspection by a certified vendor (and who performed the inspection) shall be attached to each unit and records, acceptable to fire underwriters, shall be kept documenting the status of each unit.

No person shall block or modify any self-closing fire door or do anything which would interfere or prevent closing in the event of a fire. Flammable materials shall only be used or stored in accordance with the Arkansas Fire Protection Code and in compliance with applicable federal, state, and local statutes and ordinances.

The use of flammable, volatile liquids having a flash point of less than 100 degrees Fahrenheit is prohibited unless such operations are conducted in open air or in a room specifically approved for the purpose for which the liquid is being used. The room must be properly fireproofed and equipped with appropriate and readily accessible fire-extinguishing apparatus.

2.18. Hazardous Materials

No person shall store, keep, handle, use, dispense, discharge, or transport any Hazardous Materials or Hazardous Materials container in contravention of any federal, state, and local statutes and ordinances. Proper permits must be obtained from the Agency having jurisdiction over such materials, copies must be maintained on file for review by the Authority, and prior notification must be given to the Authority.

If any person or entity stores, uses, or dispenses any Hazardous Materials in such a way as to be subject to any of the requirements under the Environmental Protection Agency (EPA) Emergency Planning and Community Right-to-Know Act (EPCRA) such entity shall be responsible for any reporting obligations under EPCRA. The Authority will not be responsible for compliance with any EPCRA requirements, except to the extent the Authority stores, uses, or transports Hazardous Materials.

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- If the storage of Hazardous Material is approved, such material must be placed in suitable containers designed specifically for storage of Hazardous Materials with self-closing, tight-fitting, leak-proof lids which are properly secured.
  - Safety Data Sheets (SDS) for all Hazardous Materials shall be maintained by the Tenant on-site so as to be readily available to emergency responders in the event of an emergency and for review, at any time, by the Authority and the Fire Department.
- Hazardous Materials shall not be stored in close proximity to operating aircraft, vehicles, equipment, or sources of heat nor be stored in excess of amounts needed as current inventory. All Hazardous Material shall be kept enclosed in a clearly marked and properly labeled container, the type and design of which must meet the approval of the Fire Department.
  - Secondary containment is required for Hazardous Materials being stored in tanks, drums, or other similar storage receptacles.
  - Fuels or deicing fluids in containers greater than 55 gallons shall not be stored without providing prior notification and a copy of a Spill Prevention, Control, and Countermeasure Plan (SPCC Plan) to the Authority and the Fire Department.

Hazardous Materials and Hazardous Materials containers shall be disposed of in a manner consistent with the Arkansas Fire Protection Code and in full compliance with these Rules and Regulations, the Authority's Storm Water Pollution Prevention Plan (SWPPP), the Authority's directives, and federal, state, and local statutes and ordinances.

- Used or spent engine oil shall be disposed of only at waste oil stations or approved disposal locations. No person shall bring used or spent engine oil onto the Airport.

No Hazardous Materials shall be disposed of on the ground or into the air during aircraft preflight inspections. Any release of Hazardous Materials shall comply with this Section of these Rules and Regulations and federal, state, and local statutes and ordinances.

2.19. Environmental (Hazardous Materials) Clean Up

The party responsible for an environmental incident (to include the overflowing or spilling of fuel, oil, lubricants, grease, dope, paint, varnish, lacquer, solvent, acid, or other Hazardous Materials) is responsible for: the immediate mitigation and cleanup of the overflow or spill, proper disposal of the substance(s) and used cleanup materials, immediate notification of the Fire Department and the Authority, and assumption of the risk and expense of cleanup and mitigation efforts.

In the event the Authority determines the responsible party is unavailable, unable, or unwilling to take the appropriate action to mitigate the adverse environmental incident in a timely manner (at the responsible party's risk, cost, and expense), the Authority may act as necessary to control and/or clean up the site at the risk, cost, and expense of the responsible party, without liability to the Authority.

Hazardous Materials Overflow or Spills – In the event a Hazardous Materials overflow or spill occurs, regardless of the amount of the overflow or spill, the responsible party shall take appropriate action to contain the overflow or spill, notify the Fire Department and other appropriate Agencies and clean up, mitigate, and remediate the site. The use of deicing fluids is exempt when such use complies with federal, state, and local statutes and ordinances pertaining to the deicing of aircraft and/or paved surfaces (e.g., Runways, Taxiways, Taxilanes, or Ramp).

The following procedures shall be followed in the event of a Hazardous Materials overflow or spill unless otherwise required under an approved SPCC Plan or instructed by the Authority or the Fire Department.

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Minor Hazardous Materials Overflow or Spills are defined as overflows or spills of less than five gallons which do not compromise public safety. The responsible party shall:

- Stop the source of the spill immediately.
- Contain the spill with appropriate absorbent material(s).
- Block all stormwater drains in the immediate area to prevent the spill from flowing into the drain(s).
- Contact the Authority.

Major Hazardous Materials Overflow or Spills are defined as overflows or spills in excess of five gallons (or which compromises public safety), but less than 25 gallons or any spill causing an immediate threat to public safety. In addition to following all the procedures in the Minor Hazardous Materials Overflow or Spill response, the responsible party shall:

- Determine the threat to the immediate public and make any arrangements to secure the safety of the immediate public (e.g., evacuation).
- Assess the damage to land and/or ground water in conjunction with the Authority.
- Provide a written summary of the spill to the Authority within 24 hours of the spill.

Serious Hazardous Materials Overflow or Spills are defined as overflows or spills in excess of 25 gallons or which may pose a serious threat to the public safety. In addition to following all the procedures in the Minor and Major Hazardous Materials Overflow or Spill response, the responsible party shall:

- Provide a detailed written summary of the spill to the Authority within five business days of the spill which shall also identify the measures which the responsible party will take to eliminate the potential for such a spill in the future.

Entities with fueling capability or responsibility for maintenance of fuel systems shall have on hand sufficient: (a) containment booms to form a barrier around the spill and (b) sufficient absorbent material(s), booms, blankets, pads, pillows, and other clean-up materials available to pick up the spilled product and store it in a sealed container(s) until proper disposal can be made. Salvage drum(s) shall be approved by the Department of Transportation (DOT) (DOT-E-10102).

2.20. Painting

Doping, painting, or paint stripping shall only be performed in those facilities specifically approved for such activities and in accordance with the Arkansas Fire Protection Code and in full compliance with the Authority's SWPPP, the SPCC Plan, the Authority's directives, and applicable federal, state, and local statutes and ordinances.

2.21. Emergency Conditions

Emergency conditions shall not mitigate or cancel these Rules and Regulations. Emergency directives or procedures may be issued at the discretion of the Director.

2.22. Special Events

Any person or entity desiring to conduct a Special Event at the Airport shall complete and submit the Special Event Permit Application to the Authority along with prior payment of all applicable fees paid to the Authority and any other Agency having jurisdiction. The entity shall receive a signed and approved Special Event Permit from the Authority prior to conducting the Special Event. Special event attendees shall remain clear of Airport operations, aircraft, active Taxiways, Runways, and other areas designated by the Director.

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2.23. Skydive/Parachute Jumping

Unless conducted by an approved Skydiving Operator at the Airport, no person shall skydive/parachute jump onto the Airport without the prior written permission of the Director. Skydive/parachute landings shall only occur at an Authority approved and designated Drop Zone. Skydive/Parachute operations shall be conducted in conformance with Advisory Circular (AC) 105-2E "Sport Parachuting" (as amended), and the most current version of the Skydiver's Information Manual published by the United States Parachute Association (USPA).

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3. AIRCRAFT

3.1. Statutes and Ordinances

Aeronautical Activities shall conform to 14 Code of Federal Regulations (CFR), these Rules and Regulations, the directives of the Director, or Air Traffic Control (ATC) personnel.

3.2. Based Aircraft Registration

Based Aircraft must be registered with the Authority or through an authorized Fixed Base Operator (FBO) or Specialized Aviation Service Operator (SASO) where the aircraft is based. Registration information shall include the following:

- Aircraft make, model, registration number, and maximum gross landing weight.
- Aircraft Owner's and Aircraft Operator's (if different) name, address, and phone number.
  - If more than one person or entity owns and/or operates the aircraft, the name, address, and phone number of all Aircraft Owners and Aircraft Operators shall be provided.
- A Certificate of Insurance identifying the applicable insurance coverages and amounts required by the Authority.
  - Aircraft Owner and/or Aircraft Operator shall procure, maintain, and pay all premiums and carry and keep policy in full force and effect throughout the registration period for the applicable insurance coverages.
  - Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancelation for non-payment of premium, by certified mail, return receipt requested, has been given to the Authority.
  - The insurance company or companies underwriting the required policy shall be authorized to write such insurance in the State of Arkansas (with a Best rating of A or above) or be approved in writing by the Authority.
  - The Authority reserves the right to require more or different types of insurance coverage based on entity's individual risks or exposures.

Entities responsible for Based Aircraft must have a lease or license agreement with either the Authority or an authorized FBO or SASO.

3.3. Non-Airworthy Aircraft

Only aircraft considered airworthy or with a special flight authorization by the FAA and military aircraft shall use the Airport for aircraft parking, staging, or storage. Consistent with 14 CFR Chapter I [Docket No. FAA 2014–0463] FAA *Policy on the Non-Aeronautical Use of Airport Hangars*, as amended, non-airworthy aircraft (including Non-Commercial construction of amateur-built or kit-built aircraft in compliance with construction progress benchmarks) may undergo long-term major renovation or restoration as long as the aircraft is stored in a Hangar approved for such Aircraft Maintenance or as otherwise previously authorized in writing by the Director.

- Aircraft Owner or Aircraft Operator shall remove non-airworthy aircraft from the Airport within 90 days of becoming non-airworthy unless otherwise previously authorized in writing by the Director.

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- If Aircraft Owner or Aircraft Operator is unknown or cannot be located, the Director shall conspicuously post and affix such written notice to the aircraft and after 30 calendar days, the aircraft will be deemed abandoned in accordance with Section 3.4 of these Rules and Regulations.

3.4. Disabled and Abandoned Aircraft

Aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt removal of disabled aircraft and any part thereof from a Movement Area, unless otherwise required or directed by the Authority, FAA, National Transportation Safety Board (NTSB), or Agency having jurisdiction.

Abandoning an aircraft on the Airport is prohibited.

- An aircraft shall be considered Abandoned if the Aircraft Owner or Aircraft Operator (1) has not paid in full applicable rents or fees to the Authority or an authorized Fixed Based Operator (FBO) or Specialized Aviation Service Operator (SASO) for a period greater than 90 calendar days, (2) has not responded to written notification from or on behalf of the Authority, by certified or registered mail, and/or (3) aircraft does not have a current and valid registration with the FAA (or similar agency of a foreign country).

In the event the Authority determines the Aircraft Owner or Aircraft Operator is unavailable, unable, or unwilling to remove a non-airworthy, disabled, or Abandoned aircraft in a timely manner (at Aircraft Operator's risk, cost, and expense), the aircraft may be impounded by the Authority at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator, without liability to the Authority.

- Once an aircraft is impounded by the Authority, the Authority shall charge reasonable impoundment fees and thereafter publish a notice of intent to remove the aircraft in the legal organ of Miller County, Arkansas.
- The Aircraft Owner or Aircraft Operator may claim the aircraft by responding to the Authority in writing, paying the impoundment fees in full, and promptly removing the aircraft from the Airport.
    - If the aircraft is not claimed within 90 calendar days by the Aircraft Owner or Aircraft Operator, the Authority shall dispose of aircraft in accordance with federal, state, and local statutes and ordinances.
- The Authority shall retain any surplus arising from the sale of the aircraft after expenses, incurred by the Authority in connection with the aircraft, have been paid.
- The Authority may assess and recover from the Aircraft Owner or Aircraft Operator all applicable rents and fees, impoundment charges, and other related expenses including reasonable attorney fees incurred by the Authority in connection the enforcement of these provisions.

3.5. Airport Hours of Operation

The public use aeronautical areas (Runways, Taxiways, and supporting infrastructure) of the Airport are available for use 24 hours per day, 7 days per week, unless closed by Notice to Air Missions (NOTAM).

3.6. Accidents and Incidents

Any person involved in an Aircraft Accident or Aircraft Incident shall make a full and complete report to the appropriate Agencies in a timely manner and provide a copy to the Authority, complete any additional required forms and/or reports, and comply with NTSB Regulations Part 830.

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- The report to the Authority shall include copies of any forms, reports, and/or documentation provided to the NTSB, FAA, or other Agencies having jurisdiction.

Aircraft involved in an Accident may not be removed from the scene of the Accident until authorized by the Authority who shall receive authorization from the FAA, NTSB, or Agencies having jurisdiction, as applicable. Once authorization to remove the aircraft has been issued, the Aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt removal of the aircraft (and any parts) to a designated area and the clean-up, repair, and restoration of any damage caused to Airport facilities and any associated costs.

3.7. Prohibiting Use of the Airport

The Director shall have the right at any time to close or restrict use of the Airport or any portion thereof to aircraft operations (except for an emergency operation) or deny the use of the Airport to any entity when the Director considers such actions to be necessary and desirable in the interest of safety or security.

- The Director, the FAA, or ATC may issue or cancel a NOTAM to close or open the Airport (or any portion thereof) or to restrict or terminate any activity at the Airport.
- Under no circumstance shall an authorized Airport closure or restriction constitute grounds for reimbursement of any expense, loss of revenue, or damage which may be incurred by any entity.

3.8. Maintenance

Aircraft Maintenance, including aircraft painting or paint stripping, may only be performed within Hangars, buildings or those areas specifically designated by the Authority and shall be limited solely to that specifically permitted by the type rating established by Building and Fire Codes, and then, only in compliance with the instructions of the Authority and the orders of the Fire Department.

Aircraft Line Maintenance may be performed on aircraft owned or operated by passenger or cargo Air Carriers on the Air Carrier Ramp if the aircraft is disabled and cannot be moved into a Hangar or if a Hangar of sufficient size to accommodate the aircraft does not exist at the Airport.

3.9. Cleaning

Aircraft cleaning shall only be performed in full and complete compliance with the Authority's SWPPP. Aircraft cleaning, which creates runoff, shall be approved by the Authority. Requests for permission shall be submitted in writing and include the name of the Aircraft Operator, location, time and duration, entity conducting aircraft cleaning, description of methods and materials to be used, and methods utilized to contain contaminated materials resulting from the activity.

When non-biodegradable soap, solvents, and/or degreasers are used for aircraft cleaning, all residual fluids (cleaning byproducts) must flow to an oil/water separator, be removed from the Airport, and/or be disposed of in accordance with federal, state, and local statutes and ordinances.

3.10. Deicing

Aircraft deicing (the removal of snow and/or ice with chemical substances) shall only be accomplished in full compliance with the Authority's SWPPP and at location(s) specified and permitted by the Authority.

3.11. Engine Operation

Aircraft engine Runups are not permitted between the hours of 10:00 p.m. and 6:00 a.m. except for Runups required in preparation for aircraft departure or conducted in approved maintenance Runup facilities. Engine Runups are prohibited in Non-Movement Areas or on the Air Carrier Ramp(s).

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- Aircraft engines shall not be started within any structure.
- Aircraft controls shall be attended while aircraft engine(s) are operating.
- Propeller, engine, and exhaust noises shall be kept to a minimum.

Any person operating an aircraft engine in an area which is accessible to the public shall be alert and take precautions to protect the public from potential hazards resulting from such operations. Starting an aircraft engine when flammable liquid is on the ground in the immediate vicinity of the aircraft is prohibited.

3.12. Parking and Storage

Aircraft shall be parked in such a manner as to be completely contained within the parking or Tiedown space and shall not be positioned in such a manner so as to block a Taxiway or Taxilane, or obstruct access to Hangars, parked or staged aircraft, parked or staged vehicles, equipment, gates, or fuel storage facilities.

Unless utilizing the Airport identified general parking areas on a Leased Premises or otherwise provided in an Agreement, no person shall use any area for the parking, staging, and storage of aircraft, without prior written permission of the Authority.

- In the event a person uses any area for aircraft parking, staging, or storage not in compliance with the preceding provision, the Authority may remove and store the aircraft at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator without liability to the Authority

Aircraft Operators shall ensure aircraft are properly secured, as set forth in AC 20-35 "Tiedown Sense" (as amended), when parked and/or stored.

- Moored lighter-than-air aircraft shall have at least one person monitoring the safety of the mooring for the duration of the mooring.

Upon request of the Authority for the purpose of safe, orderly, and efficient operation and use of the Airport, the Aircraft Owner or Aircraft Operator shall move the aircraft to a location and/or position identified by the Director. In the event the Aircraft Owner or Aircraft Operator is unavailable, unable, or unwilling, the Director may move the aircraft at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator without liability to the Authority.

3.13. Aircraft Security

In the event the type, use, or condition of an aircraft requires that security be obtained, provided, and/or maintained, the Aircraft Owner or Aircraft Operator shall be responsible for such security and may only provide (and/or arrange for) such security after notifying the Authority. Security measures shall not hinder, delay, or prevent relocation or removal of aircraft at the direction of the Authority.

- No person shall interfere or tamper with any aircraft in contradiction to these Rules and Regulations without the Aircraft Owner's or Aircraft Operator's permission.

3.14. Aircraft Operations

Operating an aircraft in a careless, negligent, or reckless manner which endangers or is likely to endanger persons or Property is prohibited. Aircraft Operators shall obey all pavement markings signage, and lighted signals unless instructed otherwise by ATC or by written notification of the Authority or NOTAM.

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- Aircraft radio transmissions, if not for maintenance purposes, are prohibited while an aircraft is inside a Hangar. Testing of an aircraft radar on the ground requires prior permission of the Authority.

The starting, positioning, or taxiing of aircraft shall be done in such a manner to avoid generating propeller or engine blast which may endanger persons or damage Property. It may be necessary to tow the aircraft to a location or position at the Airport where the propeller or engine blast will not endanger persons or damage Property when the engines are started or operated.

Aircraft shall not land, takeoff, taxi, park, or be staged in any area that has been restricted to a maximum weight bearing capacity of less than the maximum weight of the aircraft or on any closed Runway or Taxiway, unless authorized in writing by the Authority or due to an emergency.

- It shall be the Aircraft Operator's responsibility to repair any damage caused by excessive weight and/or other operations.

3.15. Taxiing and Towing Operations

Aircraft shall not be taxied until the Aircraft Operator has determined (by visually inspecting the area) there shall be no danger of collision with any person or Property.

- Aircraft shall not be taxied into, out of, or within any structure.

Aircraft being taxied shall have a person at the controls of the aircraft who shall monitor the radio transmitting frequency in use by ATC or CTAF when ATC is not in operation at the Airport if the aircraft is equipped with a radio and the radio is functional.

Taxiing aircraft shall yield the right-of-way to Emergency Vehicles, equipment, or aircraft unless otherwise directed by written notice of the Authority. Aircraft Operators shall not taxi at a speed greater than is reasonable and prudent under the conditions that exist with regard for actual and potential hazards and other aircraft so as not to endanger persons or Property.

Aircraft shall only be taxied or towed in areas normally used for operation of aircraft unless prior written approval has been provided by the Authority.

3.16. Rotorcraft Operations

Rotorcraft shall park or operate only in Movement Areas, aircraft parking areas, or areas designated by the Authority for rotorcraft operations. Rotorcraft shall not be operated within 50 feet of any structure or fuel storage facility. Rotorcraft shall not be operated within 200 feet of any area where Light Aircraft are parked or operating. Rotorcraft rotors must be stopped during fueling operations.

3.17. Balloon Operations

Prior to entering the AOA, all balloon operators shall register the intended flight with the Director and be familiar with the Airport.

Use of a handheld transceiver radio monitoring the radio transmitting frequency in use by ATC or CTAF when ATC is not in operation at the Airport.

During balloon inflation, care shall be taken to avoid blocking roadways, Taxiways or interfering with Airport operations. Landing balloons on Runway is prohibited except in the event of an emergency.

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3.18. Noise Abatement Procedures

Consistent with the Aircraft Operator's responsibility for complying with 14 CFR, the instructions of ATC personnel, and the operating parameters of the aircraft as set forth by the aircraft manufacturer, Aircraft Operators are requested to use procedures which minimize the noise impact on surrounding areas.

3.19. Restricted Activities

Aircraft Operators shall receive prior written approval from the Director before engaging in any of the following activities and shall conduct these activities in accordance with specific requirements stipulated by the Authority:

- Use of motorless aircraft – the landing upon or towing of gliders and other certificated motorless aircraft.
- Use of ultralight vehicles – the landing or taking off of ultralight vehicles unless approved in writing by the Director.
- First flight or test flights after major airframe and/or powerplant modifications.
- Use of lighter-than-air aircraft – the landing or taking off of airships, dirigibles, blimps, balloons, and other certificated lighter-than-air aircraft which utilize gasses or hot air to provide lift.
- Banner or glider towing – the landing or taking off of aircraft which tow banners, gliders, or other devices.
- Sky diving, parachuting, or powered parachute operations. Skydive/Parachute operations shall be conducted in conformance with AC 105-2E "Sport Parachuting" (as amended), and the most current version of the Skydiver's Information Manual published by the United States Parachute Association (USPA).
- Operation of model aircraft.
- Operators of unmanned aerial vehicle (UAV), unmanned aircraft system (UAS), or model aircraft shall comply with all applicable federal, state, and local statutes and ordinances (including 49 CFR Part 107). This may include, but is not necessarily limited to, notifying and obtaining written permission from the Director to fly UAV, UAS, or model aircraft within the Airport's protected airspace.
- Operation of aircraft with a maximum certificated takeoff weight in excess of the published weight bearing capacity for the Runway(s) and/or Taxiway(s).
- Agricultural spraying.
- Transportation of Hazardous Materials – landing or taking off with flammable, explosive, or corrosive materials, except those which are carried aboard (and necessary) for the operation of the aircraft or use by crewmembers or passengers. All shipments of Hazardous Materials shall comply with regulations established in 49 CFR Parts 100-199 and federal, state, and local statutes and ordinances governing such shipments. Hazmat and Aircraft Rescue and Fire Fighting equipment and trained personnel will be required for this type of operation as a precautionary measure. Costs associated with trained hazmat personnel and related equipment shall be borne solely and completely by the Aircraft Operator.

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3.20. Fees

Aircraft shall not land or takeoff unless the Aircraft Owner or Aircraft Operator has paid the fees which may be established and assessed by the Authority unless exempt by Agreement.

- Aircraft that may be exempt from Authority fees include aircraft owned and/or operated by the United States of America, military forces of the United States of America, and foreign military forces in support of allied military operations that do not utilize the Airport significantly (as defined by the FAA).

The Authority shall have the authority to detain any aircraft for non-payment of any fees.

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4. PASSENGER TERMINAL BUILDING

4.1. Public Address System

Only those types of public address systems that are commonly employed to announce the arrival and departure of scheduled aircraft or other information relevant to the operation of the Airport shall be permitted for use in the Passenger Terminal Building.

- No person shall use or cause to be used the public-address system for the solicitation of business.
- The public-address system shall only be used in accordance with individual Agreements.

4.2. Vending Machines (Concessions)

Vending machines for the sale of goods, unless approved by Agreement, shall not be permitted in the Public Areas of the Passenger Terminal Building.

4.3. Smoking and Vaping

Smoking and vaping are prohibited in the Passenger Terminal Building and within 20 feet of the main entrances, exits, operable windows, or ventilation system intakes. Cigarette/cigar butts, matches, and lighters must be disposed in fireproof waste receptacles.

4.4. Locks and Keys

The Authority will provide all initial door locks (and keys) and/or access media to authorized individuals for access to the Passenger Terminal Building and for each Leased Premises, at the expense of the Authority. All subsequent lock changes or lost key replacements requested by the Lessee, if approved by the Authority, shall be completed by the Authority at the Lessee's sole cost and expense.

- Duplicate keys shall not be made and additional locks shall not be placed in or on the Leased Premises without prior written authorization by the Authority.

4.5. Premises

Premises and adjacent areas shall be kept clean and free from rubbish. Corridor doors when not in use shall be closed. No debris, trash, dirt, dust, or other like material shall be swept or thrown into corridors, hallways, or stairwells.

- In the event infestation occurs of insects or animals, the Lessee shall take immediate action utilizing licensed eradication methods (if the responsibility of the Lessee through Agreement).
- In the event the Lessee is unable to take immediate action, the Authority may take appropriate action and shall have the right to collect the expense of such action for the Lessee (if the responsibility of the Lessee through Agreement).

No area of the Passenger Terminal Building shall be used for storage of equipment, fixtures, or cargo without prior authorization of the Authority. All decorations at ticket counters and gate areas are prohibited without prior written authorization from the Authority. Any damage to Airport facilities as a result of the application of decorations may be charged to the Lessee as additional rent or cost recovery. Lessees shall not erect, install, or otherwise maintain any aerials, transmitters, or antenna without prior written authorization from the Authority.

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4.6. Baggage Conveyor System and Unclaimed Baggage

No person shall ride, walk, sit, or stand on the baggage conveyor system (or any portion thereof) and no unauthorized items shall be placed on the baggage conveyor system. Entities responsible for operating and loading the baggage conveyor system shall be responsible for unloading all unclaimed baggage.

4.7. Airline Operations

Passengers shall not be permitted to enplane or deplane an aircraft except in the presence of and only after receiving express permission from authorized personnel. Aircraft must only be enplaned or deplaned in designated areas unless prior permission by the Authority has been obtained. Authorized personnel must escort and safely channel passengers through established routes to and from the aircraft.

Gate Usage and Assignments – Aircraft gates are pre-assigned or allocated for common use and reserved for scheduled commercial, commuter, and approved contract Air Carrier aircraft only.

- Gates may only be used by the entity with an Agreement. An entity authorizing use of a gate to another entity assumes full responsibility and must ensure usage is in accordance with the Agreement.

It is the responsibility of flight and ground employees to ensure aircraft are taxied to and from gate positions or parking locations without injuring or damaging any persons, equipment, building, other aircraft, or any Property. All ground handling entities shall submit a Charter Flight Advisory form to the Director at least 48 hours prior to the operation.

The assignment of Remain Overnight (RON) Air Carrier aircraft parking positions will be conducted by the Authority.

4.8. Engine Operation

Power back and power out procedures are prohibited without prior authorization from the Authority.

Use of auxiliary power units (APU) or ground power units (GPU) shall be kept at a minimum. Operators shall use bridge power whenever possible.

Engine cross bleed shall not be started until the aircraft is positioned on the Taxiway/Taxilane centerline and the ground crew confirms procedure can be initiated without adverse impact on other aircraft, vehicles, or personnel.

4.9. Ground Support Equipment

Ground support equipment (including, but not limited to, chocks, air stairs, etc.) shall not be stored outside the boundaries of the Leased Premises or designated area by the Authority. Lavatory service equipment shall be well maintained and compatible with the waste receptacles provided by the Authority. All Ramp scrubbing shall be accomplished through use of approved vacuum type scrubbers and the wastewater shall be disposed of in compliance with federal, state, and local statutes and ordinances. All spillage of lavatory waste shall be immediately cleaned by the responsible party.

4.10. Music in Passenger Terminal Building

No person may perform any live music without prior written authorization from the Director.

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5. VEHICLES

5.1. Statutes and Ordinances

All Vehicle Operators shall comply with the State of Arkansas code, these Rules and Regulations, directives issued by the Director, and the orders of the Police Department and Law Enforcement Officers.

5.2. Licensing and Permit

Except for vehicles which are exclusively used on the AOA, all vehicles shall meet licensing and registration requirements. Vehicle Operators must have a valid license and evidence of insurance as required by state and local statutes and ordinances, including those vehicles operated exclusively on the AOA.

Vehicle Operators who desire to operate on the AOA are required to successfully complete an Authority training program and shall possess an Airport Badge prior to operating a vehicle with an Authority approved hang tag on the AOA.

5.3. Equipment

Vehicles shall not be operated at the Airport unless the vehicle is in sound mechanical order, has adequate lights, horn, and brakes, and provides clear and unobstructed visibility from the driver's position. Trailers and semi-trailers are not permitted at the Airport unless equipped with lights (or reflectors) on all sides and a proper brakes/braking system. Trailers and semi-trailers shall not be disengaged from towing vehicles.

5.4. Operations

Vehicles shall not be operated in a careless, negligent, unsafe, or reckless manner; in disregard of the rights, safety, and security of others; and without due caution and circumspection; or at a speed or in a manner which endangers, or is likely to endanger, persons or Property. Vehicles constructed, equipped, loaded, or maintained (or having attached thereto any object or equipment which drags, swings, or projects) which endangers or is likely to endanger persons or Property is prohibited.

No tank vehicle, truck, or semi-trailer used for the transportation of flammable liquids or Fuel Handling, shall be operated on the AOA unless approved in writing by the Authority.

Vehicles shall not be operated in any Hangar or structure for a prolonged period unless the vehicle exhaust is protected by screens or baffles to prevent the escape of sparks, or the propagation of flame and a vent system exists to prevent exhaust fumes from building up in the Hangar.

Vehicle Operators shall not, after receiving a visual or audible signal from an Authority employee or a Law Enforcement Officer, fail to stop the vehicle being operated, operate the vehicle in disregard of the signal, or interfere with or endanger persons or Property. Vehicle Operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings unless directed otherwise by the Authority or a Law Enforcement Officer.

The operation of vehicles which are overloaded (as defined in the vehicle owner's operation manual) is prohibited.

Persons shall not ride on the running board, in the beds of pickup trucks, ride on the outside of a vehicle, or allow arms or legs to protrude from a vehicle except for Emergency Vehicles that are designed specifically for such operations. Vehicle Operators shall yield the right of way to aircraft, Emergency Vehicles, and pedestrians.

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Vehicles shall not be operated in such a manner as to create a hazard or interfere with the safe and secure operation of the aircraft.

- Vehicles, except Emergency Vehicles responding to an emergency, shall not overtake or pass in front of a moving aircraft.
- Vehicles shall come no closer than 50 feet to a taxiing aircraft and shall pass to the rear of taxiing aircraft.
- Vehicles shall not pass closer than 20 feet from any wing or tail section of a parked or staged aircraft where practical.

Vehicles used for hauling trash, dirt, or any loose material(s) shall be operated in such a fashion as to prevent the contents from dropping, leaking, or otherwise escaping including, at a minimum, covering the load.

Airside and Landside Speed Limits

Safe Speed – Vehicles shall not be operated at a speed greater than is reasonable and prudent under prevailing conditions and/or in a manner that endangers persons or Property.

Minimum Speed – Vehicles shall not be operated at such a slow speed as to impede or block traffic, except necessary for safety or in compliance with state and local statutes and ordinances.

Maximum Speed – Vehicles, except Emergency Vehicles or equipment responding to an emergency, shall not be operated in excess of the posted speed limits or in excess of any speed stipulated in these Rules and Regulations. In areas where signs, markers, or devices are not used or posted, the speed limit shall be:

Maximum Speed (miles per hour)	
Airside	10
Landside	15

Tugs (Towing Vehicles and Related Equipment)

Positive locking couplings are required for all towing vehicles and related equipment. Aircraft towing vehicles and related equipment shall be returned to designated parking or staging areas immediately following unloading.

5.5. Access Gate Security

Vehicle Operators shall stop and ensure the gate is fully closed before proceeding and shall also ensure that no unauthorized vehicles or persons gain access to the Airport while the gate is in operation. If the gate fails to close or the Vehicle Operator cannot prevent such access, the Vehicle Operator shall immediately contact the Authority at 870-724-2171 or "911".

5.6. Air Operations Area

Vehicles on the AOA may only be operated by persons with a proper and current Airport Badge and displaying an Authority hang tag.

Vehicle Operators using the AOA on an irregular basis must be escorted by an authorized Vehicle Operator or obtain permission from the Authority in writing and shall proceed directly to the Vehicle Operator's destination on the Airport without entering the Movement Area. The Authority may restrict

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vehicles to a certain area(s) of the AOA. Such restrictions may prohibit vehicle operations outside the designated area(s).

The recreational use of motorhomes, mini-bikes, dirt bikes, all-terrain vehicles, go-carts, roller blades, skateboards, bicycles, unicycles, or other similar devices is not permitted on the AOA without the prior written permission from the Authority.

5.7. Movement Area

No vehicle shall enter the Movement Area without prior approval of the Director. Unless otherwise provided herein, or approved in advance by the Director, coordination and two-way radio communications with ATC (when in operation) and an Airport escort is required prior to entering the Movement Area.

Vehicles routinely using the Movement Area shall be painted and/or properly marked in a manner approved by the Authority. No person shall take or drive any vehicle on the Movement Area unless permission has been granted in an Agreement or obtained in writing, in advance, from the Authority.

- Vehicle Operators having access to the Movement Area shall comply with the Letter of Agreement between the Authority and ATC regarding Airport Surface Traffic Procedures. Vehicle Operators shall obtain clearance from ATC and ensure that no aircraft is approaching prior to entering the Movement Area.

Vehicles operating on the Movement Area on a regular basis shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies (ranging from 108.00 MHz to 136.00 MHz). In the event a vehicle in the Movement Area experiences radio failure, the vehicle must vacate the area utilizing perimeter roadways or other non-controlled routes. If exit via non-controlled route is not possible, the Vehicle Operator shall indicate radio failure by facing the vehicle towards the control tower and flashing the vehicle's headlights or calling the control tower directly at (870) 773-7901.

Vehicles operating on the Movement Area on a regular basis shall be equipped with an approved and fully operational amber (or red for Emergency Vehicles only) rotating beacon on the roof or uppermost point of the vehicle providing a 360-degree view and in compliance with AC 150/5210-5D "Painting, Marking and Lighting of Vehicles Used on an Airport" (as amended). The beacon shall be activated and remain in operation by the Vehicle Operator prior to entering the Movement Area.

Vehicles other than those that routinely traverse any portion of the AOA under the control of ATC, which are not escorted by an Authority vehicle in constant two-way radio communication with ATC and properly equipped and authorized to operate in the AOA, must be provided with a flag on a staff attached to the vehicle so that the flag will be readily visible.

Vehicle Operators operating in the Movement Area must be conversant with standard colored light signals, regardless of whether or not the vehicle is radio equipped.

- Steady Green – Cleared to cross, proceed, or go
- Steady Red – Stop
- Flashing Red – Clear the Runway/Taxiway
- Flashing White – Return to starting point on the Airport
- Alternating Red and Green – Exercise extreme caution

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5.8. Accidents Involving Vehicles

A Vehicle Operator involved in an Accident resulting in any injury, death, or damage to Property shall stop at the scene (or as close as possible to the scene without creating a safety hazard) and immediately call "911". The Vehicle Operator (and the vehicle) must remain at the scene until the Police Department, Law Enforcement Officers, and/or the Fire Department take a full report.

5.9. Cleaning and Maintenance

Vehicles shall not be cleaned and/or maintained on the Airport, except for minor repairs which are necessary to remove such vehicles from the Airport or in designated areas approved in writing by the Authority.

5.10. Parking or Stopping

Vehicles shall be parked only in designated areas unless otherwise authorized in writing by the Authority. Vehicles shall not be parked or stopped in a manner that obstructs aircraft, vehicles, or pedestrians; within 15 feet of a fire hydrant or within a fire lane within 6 feet of either side of a security fence; and in violation with applicable signage and postings.

Vehicles, other than those loading and unloading aircraft, shall not stop for any purpose other than in the areas specifically designated for loading, unloading, parking, and/or staging and only in the manner prescribed by signs, painted markings, or other means. Displaying vehicles and/or equipment for sale, lease, or rent at the Airport is prohibited unless previously authorized in writing by the Authority.

- Parallel parking along the perimeter of the vehicle parking area shall be prohibited.
- Parking in designated public parking areas is open to any person using the Airport.

Employees of Operators, Lessees, or Sublessees may park Private Vehicles in the employee parking areas designated by the Authority. Vehicles parked in a designated employee parking area must have a valid parking permit or pass, if so required, attached to the front windshield or mirror of the registered vehicle.

All service vehicles or equipment (including utility companies, delivery companies, government owned/operated, etc.) shall park in specially reserved and marked areas or other areas designated by the Authority.

Aircraft Operators may park vehicles which are fully operational, completely functional and properly permitted by the Authority inside the Hangar or outside the Hangar (but only in designated parking areas) while the Based Aircraft in the Hangar is gone.

- Vehicles parked outside of a Hangar more than 30 calendar days without prior written notification to the Authority shall be considered Abandoned and the Authority may take whatever action is deemed appropriate to remove and/or dispose of the vehicle. Such action shall be at the Vehicle Operator's risk, cost, and expense and without any liability to the Authority.
- Vehicles may not be parked on Tiedown areas.
- Abandoning a vehicle anywhere on the Airport, including on Leased Premises, is prohibited. A vehicle shall be considered Abandoned if it is of unknown ownership or parked in an undesignated area.

Unless approved in writing by the Director, boats, rafts, jet skis, snow mobiles, dune buggies, dirt bikes, all-terrain vehicles, race cars, recreational vehicles, trailers, and other similar vehicles may not be parked or stored in a Hangar or anywhere else on the Airport.

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The Authority may boot, tow, or otherwise remove any vehicle which is disabled or parked in violation of these Rules and Regulations (or if the vehicle creates a safety or security hazard or interferes with Airport operations) at the vehicle owner or Vehicle Operator's risk, cost, and expense and without any liability to the Authority.

5.11. Fees and Permits

Vehicles shall not be parked in any public parking area unless the vehicle owner or Vehicle Operator pays the fees which may be established and assessed from time to time by the Authority unless the vehicle owner or Vehicle Operator is exempt from payment as may be stipulated in an Agreement with the Authority.

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6. COMMERCIAL VEHICLES

6.1. Statutes and Ordinances

Commercial Vehicle Operators shall comply with these Rules and Regulations and applicable federal, state, and local statutes and ordinances (including 49 U.S.C. § 14501).

6.2. Vehicle and Operator Licensing

The Authority may, at the Authority's sole option, require a Commercial Vehicle Operator (CVO) desiring to provide commercial ground transportation services at the Airport to obtain a CVO Permit with the Authority.

6.3. Parking or Stopping

After discharging passengers, each Commercial vehicle shall immediately leave the Airport (not Loiter) or proceed by the most direct route to the designated area for passenger pickup. Commercial vehicles shall not be parked, staged, or stopped in such a manner as to interfere with vehicular or pedestrian traffic, with moving aircraft, moving Refueling Vehicles, Emergency Vehicles, ramp service personnel, pilots and passengers, and pedestrians.

6.4. Operator Conduct and Appearance

CVO shall remain in its vehicle or immediately adjacent to its vehicle except when necessary to use the restroom facilities, vending machines, or obtain flight information in which case, the CVO may be absent from the vehicle (or the immediate vicinity of the vehicle) for no more than five minutes.

- CVO is prohibited from Loitering.

CVO is prohibited from standing inside the Passenger Terminal Building while the Commercial vehicle is in position in the designated area for passenger pickup.

CVO shall not:

- solicit, persuade, or urge any person (by words, gestures, or other form of communication) to use or hire any CVO.
- use offensive, abusive, or obscene language, gestures, or other forms of communication.

CVO shall maintain a professional look and appearance (i.e., clean shirt and pants, shoes, and socks). CVO shall conduct themselves in a courteous and professional manner and treat members of the traveling public with the utmost respect.

6.5. Passenger Loading or Unloading

CVO shall only receive passengers for hire in an area designated by the Authority following authorized procedures. CVO may not refuse a passenger for any reason unless stipulated herein.

- CVO may refuse service if the CVO has been dispatched on another call or if passenger(s) appear to be intoxicated or under the influence of drugs or alcohol or is disorderly.

Nothing in these Rules and Regulations shall be construed to prevent a passenger from boarding the Commercial vehicle of the passenger's choice. CVO shall be trained and provide transportation services for disabled or handicap passengers.

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6.6. *Commercial Vehicle Operations*

CVO shall use the most direct available route on all trips unless otherwise specifically requested by the passenger. CVO shall provide a receipt identifying the amount paid, persons' name, vehicle license number, and Authority CVO number to the passenger.

6.7. *Commercial Vehicle Equipment and Condition*

All Commercial vehicles shall be kept in good operating condition and appearance. Each Commercial vehicle shall be subject to inspection by the Authority at any time to determine compliance with these Rules and Regulations.

- Failure to pass any portion of the inspection may result in the Commercial vehicle being prohibited from picking up and/or dropping off passengers until the discrepancies have been corrected to the satisfaction of the Authority.

If Commercial vehicle is required to have a taximeter, CVO shall ensure the taximeter is in proper recording position and visible to all passengers as well as a meter light burning during the hours of darkness.

6.8. *Fees*

Nothing in these Rules and Regulations shall be construed as granting any CVO the right to operate at the Airport without first obtaining written authorization from the Authority.

6.9. *Complaints*

CVO shall respond fully in writing and/or as otherwise requested by the Authority within 14 calendar days to any written customer compliant to or from the Airport and shall assist the Authority to investigate and resolve customer complaints. CVO shall respond fully in writing and/or as otherwise requested by the Authority within 14 calendar days to any inquiry by the Authority.

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7. TENANT

7.1. Introduction

Tenant used herein refers to any person, Association, and/or entity that has entered into an agreement with either the Authority or an Operator to occupy land and/or improvements (Leased Premises) at the Airport.

7.2. Security

All gates, chains, doors, fences, lighting, locks, and all other safeguards which are part of the Leased Premises or have been installed by the Tenant must be continually and conscientiously maintained by the Tenant and kept in working conditions. Gates or doors which provide access to a Restricted Area through Leased Premises must remain closed, locked, and secured except when in use. Perimeter fencing and associated doors, gates, lighting, and locks will be maintained by the Authority.

Active logs of keys, Airport Badges, access cards, and other media issued (and to whom issued) which allow access to the Leased Premises must be maintained. The log shall be made available to the Authority upon request. Any lost or stolen keys, Airport Badges, access cards, or other media shall be reported to the Authority immediately. All applicable reporting requirements must be fully complied with as established by the Authority, FAA, Department of Homeland Security (DHS), TSA (if applicable), and any other Agency having jurisdiction. Objects which could facilitate unauthorized access to a Restricted Area shall not be located within six feet of the Airport perimeter fence or any other distance which may facilitate unauthorized access.

7.3. Construction or Alteration of Improvements

Any construction or alteration of an Improvement on the Leased Premises shall be performed in compliance with the Authority's Minimum Construction Standards, FAA Advisory Circulars, FAA Form 7460-1 *Notice of Proposed Construction or Alteration*, or local building codes.

7.4. Maintenance of Premises

Leased Premises (including all related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, oil/water separators, and security improvements) shall be:

- kept free from all fire, safety, and security hazards,
- kept free and clear of snow as much as practicable,
- maintained in a clean, neat, orderly, and fully operational condition consistent with best practices and equal or better in appearance and character to other similar Improvements at the Airport, normal wear and tear expected, and
- maintained in a condition of repair and maintenance in accordance with the Agreement.

Tenants shall be fully responsible for and replace, or in the Authority's sole discretion, reimburse the Authority for all damage to facilities, equipment, Property, related appurtenances, and all other Improvements at the Airport caused by Tenant or its employees, agents, customers, visitors, suppliers, or persons with whom Tenant does business.

Tenants shall provide all necessary cleaning services for the Leased Premises, including janitorial and custodial services, trash removal services, removal of foreign objects debris, removal of spent oils or other fluids, cleaning of oil/water separators, and any related services necessary to maintain the Improvements in a good, clean, neat, orderly, and fully operational condition consistent with best practices, normal wear and tear expected. Facilities (including Hangar floors) shall be kept clean and clear of the accumulation of fuel, oil, grease, flammable liquids, rags, trash, or other waste materials.

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- The use of volatile or flammable solvents for cleaning floors is prohibited.

Facades of all buildings and structures shall be kept in good repair, condition, and appearance at all times. Failure to properly maintain the Leased Premises (including failure to maintain the Leased Premises within the period stipulated in the Agreement or failure to maintain the Leased Premises within the timeframe stated in any written notice provided by the Authority) may result in the Authority conducting or contracting the maintenance at Tenant's sole cost and expense without liability to the Authority.

7.5. Fire Prevention

Tenants shall be responsible to ensure fire prevention practices and/or procedures are followed and comply with the Arkansas Fire Protection Code and all fire codes, regulations, or directives issued by the Fire Department and/or the Authority.

Employees conducting Fuel Handling must receive fire prevention training and instruction in accordance with an FAA Approved Part 139 Fuel Handling Training course immediately upon employment and receive such fire prevention training and instruction annually thereafter.

Proper, appropriate, inspected, certified, and readily accessible fire extinguishers (which are approved by fire underwriters) shall be provided by Tenants.

- Fire extinguishers shall be maintained in accordance with the Arkansas Fire Protection Code.
- A tag showing the date of last inspection (and inspection entity) shall be attached to each fire extinguisher and records, (acceptable by fire underwriters) shall be maintained identifying the status of each unit.

Tenant shall identify and provide contact information to the Fire Department for a responsible person and secondary contact. Contact information shall include the name of each individual and a daytime and after-hours telephone numbers.

7.6. Heating Equipment

All heating equipment and fuel burning appliances installed or used at the Airport shall comply with all federal, state, and local statutes and ordinances (as applicable) of the Authority, the State of Arkansas, and the Fire Department.

7.7. Aircraft Hangars

The use of Hangars shall conform with all federal, state, and local statutes and ordinances including applicable building codes as well as the Arkansas Fire Protection Code and all fire codes, regulations, or directives issued by the Fire Department and the Authority. Each Hangar shall be equipped with a proper, appropriate, inspected, certified, and readily accessible fire extinguisher that conforms with federal, state, and local statutes and ordinances.

Aircraft Hangars shall only be used for the parking and storage of aircraft and associated aircraft equipment and supplies as approved by the Authority and the Fire Department or as otherwise stipulated in an Agreement. Use of aircraft Hangars shall be subject to the following restrictions:

- Unless otherwise directed by the Authority, the use of Hangars shall conform with 14 CFR Chapter I [Docket No. FAA 2014–0463] FAA *Policy on the Non-Aeronautical Use of Airport Hangars*, as amended.

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- Aircraft Hangars shall only be used by the Tenant and its employees, agents, customers, visitors, suppliers, or persons for the parking and storage of Aircraft and associated Aircraft equipment and supplies as approved in writing by the Director and the Fire Department or as otherwise stipulated in an Agreement. All items stored must belong to the Tenant authorized to use the Hangar.
- The pre-flight sumping of fuel systems may only be performed while the aircraft is outside of the Hangar.
- Space heaters may be utilized in Hangars so long as not left unattended while operating and all applicable fire prevention/safety measures are continually observed.
- Oily rags, waste oil, or other materials soiled with petroleum-based products may only be stored in containers with self-closing, tight-fitting lids in accordance with applicable federal, state, and local statutes and ordinances.

Aircraft parked in Hangars shall be parked in a manner to be completely contained in the Hangar and shall not be positioned in such a manner to block a Taxiway or Taxilane, or obstruct access to Hangars, parked or staged aircraft, parked or staged vehicles, doors, gates, or fuel storage facilities except for temporary staging and/or Fuel Handling of such aircraft.

Aircraft Maintenance may be conducted on Tenant's owned Aircraft within Tenant's premises, provided such individuals are permitted to conduct such Aircraft Maintenance in compliance with FAA regulations. Aircraft Maintenance within Hangars shall not include the following, unless expressly approved in writing by the Director:

- Welding
- Cutting
- Open flames and torches
- Servicing any part of a fuel system or transferring fuel

The above list is not intended to represent all Aircraft Maintenance items prohibited within Hangars based on the Building and Fire Codes; but is intended to identify those items that may commonly be performed as part of Aircraft Maintenance. As outlined in the PMCDs, all Activities and uses within Tenant's premises must comply with all applicable federal, state, and local statutes and ordinances.

7.8. Aircraft Tiedowns

Aircraft parked in a Tiedown space shall be parked in a manner to be completely contained in the Tiedown space and shall not be positioned in such a manner to block a Taxiway or Taxilane, or obstruct access to Hangars or Tiedowns, parked or staged aircraft, parked or staged vehicles, doors, gates, or fuel storage facilities except for temporary staging and/or Fuel Handling of such aircraft.

- If performed in full compliance with federal, state, and local statutes and ordinances, preventative Aircraft Maintenance, as defined in 14 CFR Part 43, may be performed on the aircraft listed in the Agreement for the Tiedown space.

7.9. Storage of Materials and Equipment

Materials and equipment shall be stored in such manner as to preclude creating any hazard, obstructing any operation, or littering.

- Storage of materials or equipment, excluding Refueling Vehicles, shall not be permitted outdoors, unless approved in writing by the Authority.

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- Non-hazardous items can be stored in a fully enclosed and secured container on the Leased Premises as long as such storage fully complies with federal, state, and local statutes and ordinances.
- Unless expressly permitted in an existing Agreement or approved in writing by the Authority, the Leased Premises shall not be used to store non-aviation merchandise, supplies, or equipment excluding those items utilized to fulfill the obligations of an Agreement.

Railroad (box or tanker) cars, intermodal containers, or tanker, truck, or flatbed trailers, etc. shall not be stored or used to store any type of materials, vehicles, or equipment without the prior written permission of the Authority.

7.10. Compressed Gases

Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinder(s) or tank(s) being secured.

- Compressed gas cylinders or tanks must have approved, and fully operational pressure relief devices installed.
- Cylinders or tanks not in use shall have an approved transportation safety cap installed.
- Cylinders or tanks shall be stored and maintained in accordance with the Arkansas Fire Protection Code.

7.11. Lubricating Oils

Lubricating oils having a flash point at or above 150 degrees may be stored in Hangars provided the product is stored in the original container and the capacity of the container is less than 55 gallons and the original manufacturer's labeling or marking is on the container (or the product is stored in other suitable containers approved by the Authority and the Fire Department).

Storage of more than 55 gallons of lubricating oil or containers having a capacity of more than 55 gallons require a SPCC Plan be provided to the Authority. Such containers may only be stored in compliance with federal, state, and local statutes and ordinances and consistent with the Authority's SWPPP.

7.12. Right of Entry

The Authority shall have the right of entry at reasonable times for repairs, maintenance, modification, or inspection of all Improvements whether the right of entry is provided for in any Agreement.

- For Improvements owned by the Authority, the Tenant shall provide the Authority with a key capable of gaining access to the facilities, buildings, and Improvements.
- For Improvements owned by the Tenant, the Authority shall provide 48-hours advanced notification.

The Authority and the Fire Department shall have the right of entry to Improvements without advanced notification during emergencies. Emergencies may include, but shall not be limited to, fire, acts of nature, or Hazardous Materials spill or leak, or for the protection of persons or Property.

7.13. Non-Commercial Flying Club

A Non-Commercial Flying Club (Flying Club) is an entity that is legally formed as a non-profit entity with the State of Arkansas, operates on a non-profit basis, and does not hold the Flying Club out to the public as an FBO or SASO. A Flying Club shall conform with FAA Order 5190.6B *Airport Compliance Manual*, Section 10.6 (as amended).

This section does not apply to social flying clubs or groups who do not jointly own or operate aircraft.

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- Each Flying Club member (Member) must have an ownership interest in the Flying Club. The property rights of the Flying Club Owners shall be equal.
- Flying Club shall keep on file and available for review by the Authority, a complete membership list and ownership share held by each member including a record of all members (past and present) with full names, addresses, and the date the membership began and ended.

The Flying Club shall file and keep the following current with the Authority:

- articles of incorporation, copies of bylaws, operating membership agreements, and the location and address of the club's registered office,
- roster of all officers and directors including home and business addresses and telephone numbers, and
- designee responsible for compliance with applicable federal, state, and local statutes and ordinances.

Flying Clubs shall not conduct any Commercial Activity. If the Flying Club is operated for Commercial purposes, the Flying Club shall be required to meet the applicable Minimum Standards for a Commercial Activity.

Members may conduct flight instruction relating to aircraft checkout and/or currency (e.g., flight reviews, instrument proficiency checks, etc.) for other Members. The Non-Commercial Flying Club shall not permit its aircraft to be utilized for flight instruction to any person, including members (Owners), when such person pays or becomes obligated to pay for such flight instruction, except when flight instruction provided by an approved Flight Training Operator on the Airport. The Flying Club may permit its aircraft to be used for flight instruction as long as both the instructor and person receiving instruction are members of the Flying Club, or instruction is given by a Flight Training (as defined in the Minimum Standards) and the person receiving the training is a member of the Flying Club. A flight instructor may receive Compensation for instruction or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.

- Flying Club aircraft shall only be used by Members.

A qualified mechanic who is a Member of the Flying Club may perform maintenance work on aircraft owned by the Flying Club. The mechanic may receive Compensation for such maintenance work or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.

Insurance – Except as otherwise provided for herein, a Non-Commercial Flying Club shall procure, maintain, and pay all premiums throughout the term of Agreement for the insurance minimum coverages and limits required by federal, state, and local statutes and ordinances and set forth below:

- General Liability (Combined Single Limit):
  - Each occurrence – $1,000,000
  - Unlicensed vehicles – $1,000,000
- Vehicular Liability (Combined Single Limit):
  - Each occurrence – $1,000,000
- Aircraft and Passenger Liability (Each Occurrence):
  - Each occurrence – $1,000,000 Club and $100,000 sub limit per person

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The insurance company(ies) underwriting the required policies shall be authorized to write such insurance in the State of Arkansas (with a Best rating of A or above) or be approved in writing by the Authority.

When coverages or limits set forth in the Airport's Minimum Insurance Requirements are not commercially available, appropriate replacement coverages or limits must be approved in writing by the Authority at least 30 calendar days before Non-Commercial Flying Club is scheduled to commence operation at the Airport.

The Authority reserves the right to require more or different types of insurance coverage based on entity's individual risks or exposures associated with Non-Commercial Flying Club operation.

All insurance policies, which Non-Commercial Flying Club is required to carry and keep in full force and effect, shall contain, or be endorsed to contain, the following provisions.

- "Texarkana Regional Airport Authority, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of entity; premises owned, leased, occupied, or used by entity; or vehicles, equipment, or aircraft owned, leased, hired, borrowed, or operated by entity. Such insurance shall provide primary coverage and shall not seek any contribution from any insurance or self-insurance carried by agent or the Texarkana Regional Airport Authority."
- "Such insurance, as to the interest of the Texarkana Regional Airport Authority only, shall not be invalidated by any act or neglect or breach of contract of entity. Any failure to comply with reporting or other provisions of the policies, including any breach of warranty, shall not affect coverage provided to Texarkana Regional Airport Authority, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers. Entity's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."
- "Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancelation for non-payment of premium, by certified mail, return receipt requested, has been given to Texarkana Regional Airport Authority."

Companies issuing required insurance policies shall have no recourse against the Authority for payment of premiums or assessments for any deductibles that are the sole responsibility and risk of the Non-Commercial Flying Club. Certificates of insurance for the insurance coverages required by federal, state, and local statutes and ordinances and set forth herein shall be delivered to the Authority upon execution of any Agreement. Thereafter, Non-Commercial Flying Club shall provide certificates of insurance to the Authority every 12 months. In addition, Non-Commercial Flying Club shall furnish a certificate of insurance if any change (e.g., changing underwriters, coverages, or amounts) occurs.

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Indemnification – Non-Commercial Flying Club shall defend, indemnify, save, protect, and hold harmless the Authority, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers from and against (and reimburse the Authority for) any and all actual or alleged claims, demands, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, environmental costs, and/or penalties (collectively referred to as costs) which may imposed upon, claimed against or incurred or suffered by the Authority and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from the Authority's negligence or willful misconduct: (a) any act, omission, or negligence of Non-Commercial Flying Club or Non-Commercial Flying Club's partners, officers, directors, agents, employees, invitees, or contractors; (b) any use or occupation, management, or control of the Non-Commercial Flying Club's Leased Premises, whether or not due to Non-Commercial Flying Club's own act or omission; (c) any condition created in or about the Non-Commercial Flying Club's Leased Premises after the effective date; and (d) any breach, violation, or nonperformance of the Non-Commercial Flying Club's obligations under any Agreement and use of the Airport.

In the event a party indemnified hereunder is responsible, in part, for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with the State Arkansas's principles of comparative fault.

In the event of an environmental law violation or an environmental contaminating accident or incident caused by Non-Commercial Flying Club or Non-Commercial Flying Club's employees, vendors, suppliers, contractors, or any other entity associated with Non-Commercial Flying Club or in the event any of these entities violates any environmental law, the Non-Commercial Flying Club shall accept total responsibility and defend, indemnify, save, protect, and hold harmless the Authority, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers.

Nothing herein shall constitute a waiver of any protection available to the Authority, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers under the State of Arkansas' governmental immunity act or similar statutory provision.

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8. AVIATION FUELING

8.1. General

Statutes and Ordinances – Fuel Handling, Refueling Vehicles, and fuel storage facilities at the Airport shall conform to the federal, state, and local statutes and ordinances including without limitation, those prescribed by the State of Arkansas and Authority and appropriate provisions of 14 CFR; A4A 103; Applicable ACs including AC 150/5230-4B "Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports" (as amended), AC 00-34A "Aircraft Ground Handling and Servicing"(as amended), and AC 150/5210-5D "Painting, Marking and Lighting of Vehicles Used on an Airport" (as amended); the Authority's SWPPP; federal, state, and local statutes and ordinances established by the Environmental Protection Agency (EPA), Arkansas Department Of Energy and Environment, Arkansas Department Of Agriculture , and any other Agency having jurisdiction.

Fuel Quality Control – Fuel shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) D1655 (Jet Fuel), ASTM D910 (Avgas), or ASTM D4814 (Mogas). Ensuring the quality of the fuel is the sole responsibility of entity engaged in Fuel Handling.

Diesel Exhaust Fluid (DEF) Contamination – Personnel are to be trained on the proper storage and handling of DEF to prevent the contamination of Fuel System Icing Inhibitor (FSII) or Jet Fuel. If used in Refueling Vehicles or other ground service equipment, DEF must be stored in a separate cabinet or facility from FSII storage and handling areas should be clearly labeled. All DEF transfers between containers must be handled by trained personnel and logged appropriately.

Training – No person shall engage in Fuel Handling until that person is trained. Training records documenting the qualifications of (and the training provided to) each person shall be maintained and kept on file.

- Records shall indicate the initial and recurrent training provided (and the date such training was provided and by whom).
- Recurrent training shall be provided on a regularly scheduled basis, but not less than every year.
- Records shall be subject to review of and/or inspection by the Authority or other designated representative(s).
- Training shall be performed in accordance with 14 CFR Part 139.

Standard Operating Procedure (SOP) – SOP shall be developed and maintained for Fuel Handling to include compliance with standards set forth in AC 00-34A "Aircraft Ground Handling and Servicing" (as amended). The SOP shall include a training plan, fuel quality assurance procedures, record keeping, and emergency response procedures related to fuel spills and fires. The SOP shall also address regular safety and security inspections, bonding and fire protection, public protection, marking and labeling of (and controlling access to) Refueling Vehicles and fuel storage facilities. The SOP shall be made available to the Authority for review upon request no later than 30 calendar days before any Fuel Handling is scheduled to commence and it shall be made available for review upon request any time changes are planned.

Fuel Handling – Aircraft shall not be engaged in Fuel Handling in an area where aircraft engines are operating, aircraft or engines are being warmed by application of heat, or while the aircraft is in a congested area.

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All Fuel Handling shall be treated with due caution and circumspection with regard to the rights, safety, and security of others so as not to endanger, or be likely to endanger, persons or Property. If any malfunction or irregularity is detected on or within the aircraft, Fuel Handling shall cease immediately, and the malfunction or irregularity shall be brought to the attention of the Aircraft Owner or Aircraft Operator immediately. Persons engaged in Fuel Handling shall exercise care and extreme caution to prevent overflow or spills of fuel or oils.

- Should a fuel or oil spill occur at the Airport, the party responsible shall comply with Section 2.19. of these Rules and Regulations.

Fuel Handling shall be conducted in accordance with the procedures stipulated in the Aircraft Operator's Manual. Fuel Handling shall not occur if an electrical storm is in progress within 5 miles of the Airport and may resume 15 minutes following any reported or observed lightning flash within 5 miles of the Airport.

Unless engaging in Rapid Refueling, Fuel Handling shall not occur while passengers are on board the aircraft unless a passenger-loading ramp is in place at the aircraft's cabin door, the door is in the open position, and a qualified attendant is present at the door. No person shall operate any cellphone, radio transmitter, or receiver or switch the transmitter or receiver on or off during Fuel Handling unless said radio transmitter or receiver is designed specifically for such environment.

No person shall operate aircraft electrical systems or switch aircraft electrical appliances on or off during Fuel Handling.

- Smoking, vaping, matches, lighters, and open flames (e.g., candles, fixtures, or fires) are prohibited within 50 feet of any aircraft, Refueling Vehicle, fuel storage facility.

Fire extinguishers shall be immediately available during Fuel Handling to comply with the Arkansas Fire Protection Code and all fire codes, regulations, or directives issued by the Fire Department and/or the Authority.

- All extinguishers shall be inspected and certified, as required by law, and all personnel involved with fueling or defueling operations shall be qualified and trained to use all fire extinguishers.

The Authority assumes no liability or responsibility for any violation of any aircraft, Refueling Vehicle, or refueling requirement or procedure, any error, omission, negligence, or any violation of any Legal Requirement relating to Fuel Handling.

- Entities engaged in Fuel Handling shall be solely, fully, and completely responsible for any such violation, error, omission, or negligence incident to or in connection with the entities fuel storage facilities, Refueling Vehicles, Fuel Handling, and training.
- Entities engaged in Fuel Handling shall fully reimburse the Authority for any fines, legal or court costs, incurred by the Authority for any such violation, error, omission, or negligence.

Prior to engaging in Fuel Handling, entity shall provide the Authority with a written SPCC Plan that meets all applicable federal, state, and local statutes and ordinances. An updated copy of the SPCC Plan shall be filed with the Authority at least 30 calendar days prior to any planned change in operations. A trained person shall be present and responsive while fuel is being transferred into or out of any fuel storage facility or any Refueling Vehicle.

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- The person shall remain within the immediate vicinity, in close proximity to, and in direct view of all operating controls and Refueling Vehicles.
- The person shall not leave the discharge end of any hose(s) unattended at any time while the transfer of fuel is in progress.
- The person shall not block open, bypass, disengage, or deactivate the deadman or any related controls while Fuel Handling.

Refueling Vehicles shall be positioned so the vehicle can be safely driven away in the event of spill or fire. Fuel Handling shall be conducted outdoors and at least 25 feet from any Hangar or building and 50 feet from any combustion and ventilation air-intake to any boiler, heater, or incinerator room or as approved by the Authority and the Fire Department.

Vehicles shall be refueled only at refueling stations approved by the Authority and the Fire Department. In the absence of suitable ground support equipment, a turbine-powered APU mounted at the rear of the aircraft or on the wing on the side opposite from the fueling point may be operated during Fuel Handling. A turbine-powered APU may be operated during Fuel Handling provided its design, installation, location, and combustion air source do not constitute a fuel vapor ignition source.

The Refueling Vehicle shall be bonded to the aircraft or fuel storage facility to equalize the voltage potential. All hoses, nozzles, spouts, funnels, and appurtenances used in Fuel Handling shall be Factory Mutual (FM) or Underwriters Laboratories (UL) approved and shall be equipped with a bonding device to prevent ignition of volatile liquids.

Hold down or hold open devices on Refueling Vehicle nozzles are prohibited. For single point fueling, deadman controls or mechanisms shall be utilized and shall remain in safe operating condition and good working order. No person shall deactivate or bypass a deadman control or mechanism at any time. During Fuel Handling, no person shall use any material or equipment which is likely to cause a spark or ignition within 50 feet.

Refueling Vehicles (including fuel tankers) shall only use the entrance, exit, and route designated by the Authority during the transportation and delivery of fuel. Refueling Vehicles (including fuel tankers) shall be subject to inspection at any time to determine compliance with these Rules and Regulations.

Appropriate and proper absorbent material(s) and fuel spill containment capable of damming/diking a fuel spill shall be immediately available or as required in the entity's approved SPCC Plan.

Rotorcraft Rapid Refueling (Hot Fueling) – In the event Rotorcraft fueling occurs while an onboard engine is operating, an entity must comply with all federal, state, and local statutes and ordinances.

Only turbine engine Rotorcraft fueled with Jet Fuel shall be permitted to be fueled while an onboard engine is operating. All sources of ignition must be located above the fuel inlet port(s), vents, or tank openings. An FAA licensed Rotorcraft pilot shall be at the Rotorcraft controls during the entire Fuel Handling process. If applicable, medical crew members shall be ready to remove the patient from the Rotorcraft to a safe area if needed.

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Only designated personnel approved by the Authority, trained in rapid refueling operations, shall operate the Refueling Vehicle. All doors, windows, and access points allowing entry to the interior of the Rotorcraft which are adjacent to, or in the immediate vicinity of, the fuel inlet ports shall be closed and shall remain closed during Fuel Handling. Fuel shall be dispensed into an open port from approved type nozzles, with a flow rate not to exceed 60 gallons per minute or it shall be dispensed through close-coupled pressure fueling ports.

When fuel is dispensed from fixed piping systems the hose cabinet shall not extend into the rotor space. The Refueling Vehicle shall be pre-positioned in a designated area and the Rotorcraft will land after the Refueling Vehicle has been parked and the wheels chocked (maintaining no less than 20 feet between any Rotorcraft rotating component and the Refueling Vehicle). The Refueling Vehicle shall not be moved or relocated while the Rotorcraft is on the ground or hovering in the vicinity.

Refueling Vehicles

Refueling Vehicles shall be equipped and maintained to comply with all applicable federal, state, and local statutes and ordinances including, without limitation, those prescribed by:

- Arkansas Fire Protection Code;
- 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and
- Applicable ACs including AC 00-34A "Aircraft Ground Handling and Servicing" (as amended) and AC 150/5210-5D "Painting, Marking and Lighting of Vehicles Used on an Airport" (as amended).

Refueling Vehicles shall be equipped with metering devices that meet all applicable federal, state, and local statutes and ordinances and shall be bottom loaded.

Only those fuel storage facilities and Refueling Vehicles which are approved by the Authority and the Fire Department shall be used for Fuel Handling. Refueling Vehicles, pumps, meters, hoses, nozzles, funnels, fire extinguishers, and bonding devices used during Fuel Handling shall be maintained in a safe operating condition. All hoses, funnels, and appurtenances used in Fuel Handling shall be equipped with a bonding device to prevent ignition of volatile liquids.

- When Refueling Vehicles are found in a state of disrepair, malfunction, or their use constitutes an undue fire or safety hazard, or the operation of Refueling Vehicles would violate these Rules and Regulations, the entity shall immediately discontinue the use of such Refueling Vehicles until repairs, replacements, or changes are made to render the same safe for continued use.
- Hoses or piping connections shall be secured and capable of holding under the pump's rated pound per square inch PSI discharge.
- Hoses or nozzles shall be FM or UL approved with self-closing valve and no hold-down or hold-open devices. All pumps shall be FM or UL approved.
- All storage tanks shall be rated in accordance with Universal Fire Code (UFC) Article 24, Division II and Article 79, Division XII.

Refueling Vehicles shall not be operated in reverse unless another person is present to safely monitor and direct the movement of the Refueling Vehicle. Refueling Vehicles and fuel storage facilities shall be placarded, marked, or color coded in accordance with the Arkansas Fire Protection Code and applicable FAA ACs.

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- A copy of all applicable permits, registrations, and certificates shall be maintained in each Refueling Vehicle.

Storage of Refueling Vehicles

Refueling Vehicles shall be stored outdoors at a distance of at least 50 feet from a building or at the distance approved by the Fire Department unless the building is designed, constructed, and used exclusively, and approved by the Fire Department specifically for this purpose. Refueling Vehicles shall be parked in a manner that provides a minimum of 10 feet of separation between Refueling Vehicles and any other vehicle or aircraft and a minimum of 20 feet from a storm water inlet.

Maintenance of Refueling Vehicles

Maintenance of Refueling Vehicles shall be performed outdoors or in a building which is approved by the Fire Department specifically for this purpose. Entities engaged in Fuel Handling shall document and maintain and keep on file Refueling Vehicle maintenance records. These records shall be made available to the Authority upon request.

Fuel Storage Facilities

Entities shall be liable and shall defend, indemnify, save, protect, and hold harmless the Authority for all leaks, spills, or other damage that may result from Fuel Handling. fuel storage facilities shall be operated and maintained in accordance with the Arkansas Fire Protection Code and in full compliance with federal, state, and local statutes and ordinances and shall be approved by all Agencies having jurisdiction. fuel storage facilities shall be constructed and/or tanks shall be installed in accordance with the Arkansas Fire Protection Code and in full compliance with federal, state, and local statutes and ordinances. Plans for installation and operation of fuel storage facilities shall be submitted to the Authority and the Fire Department and approval shall be received from the Authority and the Fire Department prior to installation and operation.

- All vehicle and/or pedestrian gates leading into fuel storage facilities shall remain closed, locked, and secured except when actually in use.

8.2. Non-Commercial Self-Fueling (Jet and Avgas)

Introduction – Any entity engaged in Non-Commercial Self-fueling of jet and avgas shall comply with this Section and all applicable provisions of Section 8.1 of these Rules and Regulations. Non-Commercial Self-Fueling is defined as fueling of an aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's vehicles, Equipment, and resources.

Permit – No Aircraft Owner or Aircraft Operator shall engage in Self-Fueling unless a valid Non-Commercial Self-Fueling Permit (Self-Fueling Permit) authorizing such activity has been issued by the Authority (herein after referred to as Self-Fueling Permittee).

The Self-Fueling Permit shall not reduce or limit Self-Fueling Permittee's obligations with respect to these Non-Commercial Self-Fueling rules which shall be included in the Self-Fueling Permit by reference. Self-Fueling Permittee shall provide evidence of aircraft ownership, lease, or operation (full and exclusive control).

- If the aircraft is being leased or operated by (and under the full and exclusive control of) and fueled by Self-Fueling Permittee, Self-Fueling Permittee shall provide the Authority with a copy of the lease or operating agreement.

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- The Authority will determine if the lease or operating agreement demonstrates that the Self-Fueling Permittee has the full and exclusive control of the aircraft.

Self-Fueling Permittee shall maintain written records of compliance with all federal, state, and local statutes and ordinances (including tax or fee payments) for the use of fuel utilized in aircraft and provide records upon request by the Authority.

Reporting – On or before the 10th day of the subsequent month, Self-Fueling Permittee shall: (a) provide a summary report to the Authority identifying the number of gallons of aviation fuel by fuel type: (i) purchased by Self-Fueling Permittee, (ii) delivered to Self-Fueling Permittee's fuel storage facility, and (iii) dispensed to Self-Fueling Permittee's aircraft at the Airport and (b) pay the appropriate fees due to the Authority.

Records and meters shall be made available for review by the Authority or its designated representative. In the case of a discrepancy between the amount of fuel purchased, delivered, or dispensed, the greater amount shall prevail, and the Self-Fueling Permittee shall promptly pay all additional fees due and owing the Authority, plus interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

Operations – Self-Fueling shall be conducted only in those areas designated by the Authority as identified in the Self-Fueling Permit.

- Self-Fueling at any other location at the Airport is prohibited.
- Pouring or gravity transfer of fuel and fueling from containers having a capacity of more than 5 gallons is prohibited.

Equipment – Self-Fueling Permittee shall utilize a Refueling Vehicle for dispensing fuel into Self-Fueling Permittee's aircraft. Refueling Vehicle(s) shall be solely owned, leased, and/or operated by (and under the full and exclusive control of) the Self-Fueling Permittee. Truck-to-truck fuel transfer is prohibited.

Self-Fueling Permittee may utilize a single Refueling Vehicle for each type of fuel to be dispensed as follows:

Refueling Vehicles	
Jet Fuel	
Minimum capacity (gallons)	1,000
Avgas	
Minimum capacity (gallons)	500

- Self-Fueling Permittee's utilizing off Airport fuel storage must park the Refueling Vehicle off Airport when not in use.

Fuel Storage Facilities – Self-Fueling Permittee shall demonstrate that satisfactory arrangements have been made for the storage of fuel, as follows:

- off Airport or
- through Self-Fueling Permittee's fuel storage facility at the Airport in a location consistent with the Master Plan, Airport Layout Plan, and/or Land Use Plan and approved by the Authority.

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Self-Fueling Permittee's authorized by the Authority shall lease land and own or lease an above ground fuel storage facility in the designated fuel storage area as follows:

Fuel Storage Facility	
Jet Fuel	
Number of tanks	1
Minimum total capacity (gallons)	8,000
Avgas	
Number of tanks	1
Minimum total capacity (gallons)	8,000

Fuel storage facility shall denote the aircraft FAA N-Number(s) identified on the Self-Fueling Permittee's Self-Fueling Permit with 12-inch characters on each side of the fuel storage facility.

Limitations – Self-Fueling Permittee shall not sell and/or dispense fuel to aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Self-Fueling Permittee and identified to the Authority. Any such selling or dispensing shall be grounds for revocation of the Permit by the Authority as well as the collection of all applicable fines or other charges.

- Revocation upon first violation will be for a period of one year.
- Revocation upon a second violation shall be permanent.

Public Service Agency – Entities providing an Emergency Public Service are not required to meet the fueling equipment and storage facility requirements identified in this Section unless fuel is being delivered to aircraft by Refueling Vehicles or through a fixed fueling station.

Fuel storage facilities and delivery of fuel for aircraft operated by Public Service Agency must be approved in writing, in advance by the Authority.

Insurance – Except as otherwise provided for herein, Non-Commercial Self-Fueling Permittee shall maintain, at a minimum, the coverage and limits of insurance set forth below:

- General Liability (Combined Single Limit)
  - Each occurrence – $1,000,000
  - Unlicensed vehicles – $2,000,000
- Business Automobile Liability (Combined Single Limit)
  - Non-Movement Area – $1,000,000
  - Movement Area – $2,000,000
- Environmental Liability – $2,000,000

8.3. Non-Commercial Self-Fueling (Mogas)

Introduction – Any entity engaged in Non-Commercial Self-Fueling of Mogas (Mogas Self-Fueling) shall comply with this Section. Non-Commercial Self-Fueling is defined as Fuel Handling of an aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's vehicles, Equipment, and resources.

Statutes and Ordinances – Fuel Handling shall conform to all applicable federal, state, and local statutes and ordinances.

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Fuel Quality Control– Fuel shall comply with the quality specifications outlined in ASTM D4814 without ethanol (Mogas). Ensuring the quality of the fuel is the sole responsibility of entity engaged in Fuel Handling. Mogas may not be stored at the Airport.

Training – Persons engaging in Fuel Handling shall possess a valid and current pilot's license.

Fuel Handling – Aircraft shall not be engaged in Fuel Handling in an area where aircraft engines are operating, aircraft or engines are being warmed by application of heat, or while the aircraft is located in a congested area.

All Fuel Handling shall be treated with due caution and circumspection with regard to the rights, safety, and security of others so as not to endanger, or be likely to endanger, persons or Property. If any malfunction or irregularity is detected on or within the aircraft, Fuel Handling shall cease immediately, and the malfunction or irregularity shall be brought to the attention of the Aircraft Owner or Aircraft Operator immediately. Persons engaged in Fuel Handling shall exercise care and extreme caution to prevent overflow or spills of fuel or oils.

- Should a fuel or oil spill occur at the Airport, the party responsible shall comply with Section 2.19. of these Rules and Regulations.

Fuel Handling shall be conducted in accordance with the procedures stipulated in the Aircraft Operator's Manual. Fuel Handling shall not occur if an electrical storm is in progress within 5 miles of the Airport and may resume 15 minutes following any reported or observed lightning flash within 5 miles of the Airport.

Fuel Handling shall not occur while passengers are on board the aircraft. No person shall operate any cellphone, radio transmitter, or receiver or switch the transmitter or receiver on or off during Fuel Handling unless said radio transmitter or receiver is designed specifically for such environment.

No person shall operate aircraft electrical systems or switch aircraft electrical appliances on or off during Fuel Handling.

- Smoking, vaping, matches, lighters, and open flames (e.g., candles, fixtures, or fires) are prohibited within 50 feet of any aircraft, Refueling Vehicle, fuel storage facility.

Fire extinguishers shall be immediately available during Fuel Handling to comply with the Arkansas Fire Protection Code and all fire codes, regulations, or directives issued by the Fire Department and/or the Authority.

- All extinguishers shall be inspected and certified, as required by law.

The Authority assumes no liability or responsibility for any violation of any aircraft, Refueling Vehicle, or refueling requirement or procedure, any error, omission, negligence, or any violation of any Legal Requirement relating to Fuel Handling.

- Entities engaged in Fuel Handling shall be solely, fully, and completely responsible for any such violation, error, omission, or negligence incident to or in connection with the entities fuel storage facilities, Refueling Vehicles, Fuel Handling, and training.
- Entities engaged in Fuel Handling shall fully reimburse the Authority for any fines, legal or court costs, incurred by the Authority for any such violation, error, omission, or negligence.

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Permit – No Aircraft Owner shall engage in Mogas Self-Fueling unless a valid Non-Commercial Self-Fueling Permit (Self-Fueling Permit) authorizing such activity has been issued by the Authority (herein after referred to as Self-Fueling Permittee).

The Self-Fueling Permit shall not reduce or limit Self-Fueling Permittee's obligations with respect to these Non-Commercial Self-Fueling rules which shall be included in the Self-Fueling Permit by reference. Self-Fueling Permittee shall provide evidence of Aircraft Ownership, lease, or operation (full and exclusive control).

- If the aircraft is being leased or operated by (and under the full and exclusive control of) and fueled by Self-Fueling Permittee, Self-Fueling Permittee shall provide the Authority with a copy of the lease or operating agreement.
- The Authority will determine if the lease or operating agreement demonstrates that the Self-Fueling Permittee has the full and exclusive control of the aircraft.

Self-Fueling Permittee shall maintain written records of compliance with all federal, state, and local statutes and ordinances (including tax or fee payments) for the use of fuel utilized in aircraft and provide records upon request by the Authority.

Reporting – On or before the 10th day of the subsequent month, Self-Fueling Permittee shall: (a) provide a summary report to the Authority identifying the number of gallons dispensed to Self-Fueling Permittee's aircraft at the Airport and (b) pay the appropriate fees due to the Authority. Records shall be made available for review by the Authority or its designated representative.

Fueling Operations – Mogas Self-Fueling shall be conducted only in those areas designated by the Authority as identified in the Self-Fueling Permit.

- Mogas Self-Fueling at any other location at the Airport is prohibited.
- Pouring or gravity transfer of fuel and fueling from containers having a capacity of more than 5 gallons is prohibited.
- Hand or power operated pumps shall be used when using drums or other metal containers.
- Hoses shall be approved for flammable liquids and shall be maintained in compliance with federal, state, and local statutes and ordinances.

Limitations – Self-Fueling Permittee shall not sell and/or dispense Mogas to aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Self-Fueling Permittee and identified to the Authority. Any such selling or dispensing shall be grounds for revocation of the Permit by the Authority as well as the collection of all applicable fines or other charges.

- Revocation upon first violation will be for a period of one year.
- Revocation upon second violation shall be permanent.

8.4. Commercial Self-Serve Fueling

Introduction – Entities using a Commercial self-serve fuel pump shall comply with this Section and all applicable provisions of Section 8.1. of these Rules and Regulations

Training – No person shall engage in Fuel Handling until that person is trained or possesses a valid and current pilot's license.

Attachment: 2023-139 EXH 'A' (Rules & Regs)TR (4110 : 2023-139 ORD Amending Code Chapter 4 - Airport rules)

9. APPENDIX A – PMCD GENERAL PROVISIONS

A-1. Purpose

The PMCD General Provisions set forth in this section are common to all PMCDs and are incorporated into each PMCD by reference.

A-2. Authority of Airport Sponsor and Governing Body

The authority to implement, supplement, amend, or adopt any policy, standard, rule, regulation, or directive, including the PMCDs, is delegated to the Authority by the Arkansas Code Annotated Title 14 Local Government, Subtitle 22 Airport Facilities Generally, Chapter 22 County and Municipal Airports, Section 22.073 Additional Authorization.

The authority to: (a) lease Airport land and/or Improvements, (b) allow the occupancy and/or development of Airport land or Improvements, and (c) grant the right to engage in any activity at the Airport is expressly reserved to the Authority by and through the Authority Board.

A-3. Applicability

Provisions of the PMCDs apply within the defined boundaries of the Airport as illustrated in the Airport Layout Plan (ALP) and include all access roads on the Airport.

A-4. Statement of Policy

It is the desire of the Authority to: (a) plan, develop, operate, and manage the Airport in such a manner to ensure the Airport's long-term financial health, (b) protect and promote the health, safety, security, and general welfare of the public, and (c) encourage the provision of the type, level, and quality of General Aviation products, services, and facilities desired by the public.

For situations not specifically addressed in the PMCDs, the Authority reserves the right to make such policies, standards, rules, regulations, and directives as may be appropriate given the situation and/or circumstances pertaining to the use of the Airport.

The Airport is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on reasonable terms and without unjust discrimination.

A-5. Non-Discrimination

No person, in the use of the Airport's land and Improvements, shall discriminate against any person or class of persons because of race, color, national origin, religion, sex (including pregnancy and gender identity), genetic information, age, disability, sexual orientation in providing any products or services or in the use of any of the Airport's land and Improvements provided for the public, or in any manner prohibited by applicable federal, state, and local statutes and ordinances.

A-6. Airport Management

The Director is responsible for the planning, development, operation, administration, management, maintenance, and security of the Airport and all Authority owned and operated land, Improvements, facilities, vehicles, and equipment associated with the Airport. The Authority Board has authorized the Director to: (a) interpret, administer, and enforce Agreements and the PMCDs, (b) allow, where and when appropriate, temporary, short-term occupancy or use of Airport land or improvements, and (c) obtain and receive copies of all licenses, permits, certifications, ratings, certificates of insurance, and other documents required to be provided to the Authority. All inquiries regarding the PMCDs and/or compliance therewith shall be directed to the Director.

A-7. Effective Date

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The PMCDs shall be in effect and shall remain in effect from the date of adoption by the Authority, unless repealed by the Authority.

A-8. Compliance with Statutes, Ordinances, and Agreements

All entities leasing, occupying, and/or developing Airport land and/or Improvements and/or engaging in an Aeronautical Activity at the Airport shall comply, at the entity's sole cost and expense, with all applicable federal, state, and local statutes and ordinances.

No Agreement, nor any payment or performance required there under, shall excuse any entity from compliance with the PMCDs. Compliance with the PMCDs shall not excuse any responsibility or obligation an entity may have to the Authority under any existing Agreement.

A-9. Conflicting Statutes, Ordinances, and Agreements

If any provision of the PMCDs is found to conflict with any other Authority policy, standard, rule, regulation, or directive; any provision of any applicable Legal Requirement; or any provision of an Agreement (if provided for in the Agreement), the provision that establishes the higher or stricter standard shall prevail to the extent permitted by law.

A-10. Right to Self-Service

An Aircraft Owner or the Aircraft Owner's Employees may perform Self-Services (fueling, maintenance, or repair) on the Aircraft Owner's aircraft utilizing the Aircraft Owner's vehicles, equipment, and resources (Self-Service). An Aircraft Owner or the Aircraft Owner's Employees are permitted to perform such Self-Services on the Aircraft Owner's aircraft provided there is no attempt to perform such services for others and further provided that such right is conditioned upon compliance with the PMCDs and all applicable federal, state, and local statutes and ordinances.

If the right to Self-Service is not exercised, an Aircraft Owner is only permitted to have the Aircraft Owner's aircraft fueled, maintained, repaired, or otherwise serviced at the Airport by those Operators authorized to engage in such Commercial Activities at the Airport.

An Operator may restrict the use of its exclusive Leased Premises for Self-Service activities.

Section does not apply to persons utilizing a Commercial self-serve fueling facility as provided in Section 8.4 of these Rules and Regulations.

A-11. Prohibited Activities

Through-the-Fence activities are prohibited at the Airport.

A-12. Fines or Penalties

Entities shall have the responsibility to pay any fine or penalty levied against entity, the Authority, or the Authority Board individually or collectively, as a result of entity's failure to comply with any applicable Legal Requirement. If the fine or penalty is contested, entity shall pay the fine or penalty if upheld by the Agency having jurisdiction.

A-13. Severability

If any provision of the PMCDs shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the judgment shall not in any way affect the validity of any other provisions of the PMCDs.

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A-14. Subordination

The PMCDs are subject and subordinate to the provisions of any agreement between the Authority and the State of Arkansas or the United States Government pertaining to the planning, development, operation, and management of the Airport.

The Authority recognizes the jurisdiction of the federal government, delegated to the FAA, concerning the licensing and regulation of pilots, air carriers, and aircraft; and concerning the navigable airspace. The PMCDs are not intended to assert jurisdiction by the Authority over matters under the exclusive jurisdiction of the federal government, and the provisions of the PMCDs shall be interpreted consistent with this purpose.

A-15. Notices, Requests for Approval, Applications, and Other Filings

Any notice, request for approval, application, or other filing required or permitted to be given or filed with the Authority and any notice or communication required or permitted to be given or filed with any existing or prospective Operator, Lessee, or Sublessee pursuant to the PMCDs shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email (confirmed by return email), or in person (confirmed by dated and signed receipt). Such notice, request for approval, application, or other filing shall be deemed to have been given when delivered to the Authority or existing or prospective Operator, Lessee, or Sublessee at its principal place of business or such other address as may have been provided. Operator, Lessee, or Sublessee shall provide notice to the Authority of a change of address within 14 calendar days of change of address.

A-16. Amendments

The PMCDs may be supplemented, amended, or modified from time to time and in such a manner and to such extent as deemed appropriate or necessary by the Authority Board. The Authority Board may provide for public notification of pending supplements, amendments, or modifications to the PMCDs to provide the opportunity for public comment. The Authority Board may issue emergency policies, standards, rules, regulations, or directives from time to time.

A-17. Variance or Exemption

The Authority Board may, but is not obligated to, approve variances or exemptions to the PMCDs when special conditions or unique circumstances exist. Requests for variance or exemption shall be submitted in writing to the Director and must state:

- the specific PMCD provision(s) for which the variance or exemption is being sought,
- describe the proposed variance or exemption, state the reason for the proposed variance or exemption;
- identify the anticipated impact on the Airport (and other entities including Operators, Lessees, Sublessees, users of the Airport, and the public); and
- identify the duration of the proposed variance or exemption.

Prior to the Authority Board approving or denying a variance or exemption, the Authority shall conduct a review of all relevant information. Approval or denial by the Authority Board of a variance or exemption shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar conditions or circumstances at the Airport (if any) and shall be provided in writing within 90 calendar days from the receipt of the written request.

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- An approved variance or exemption shall not serve to amend, modify, or alter the PMCDs or any existing Agreement.
- Requests for variance or exemption can be denied in accordance with Appendix A-18 of these Rules and Regulations.

A-18. Possible Grounds for Rejecting Application, Variance, or Exemption

In this section, the term "activity" is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

The Authority may reject any application, request for variances or exemption, assignment, change in majority ownership, encumbrance, or application for any one or more of the following reasons (as determined in the sole discretion of the Authority).

- The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the Authority. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.
- The Authority or the FAA has determined that the proposed activity and/or Improvement would create a safety or security risk or constitute a Hazard, obstruction, or danger to air navigation.
- The Authority would be required to expend funds and/or supply labor and/or materials in connection with the proposed activity and/or Improvement that the Authority is unwilling and/or unable to expend or supply.
- The financial plan associated with the proposed activity and/or Improvement is not realistic and attainable and/or will result in a financial operating loss or hardship for the entity.
- No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity or Improvement at the time the proposal or application is submitted, nor is such availability contemplated within a reasonable period.
- The proposed activity and/or Improvement do not comply with the ALP currently in effect or anticipated to be in effect.
- The entity's occupancy, use, or development of Airport land and/or Improvements could be detrimental to the public, result in congestion of aircraft, and/or negatively impact the safety and/or efficiency of the Airport, Operators, Lessees, Sublessees, or users of the Airport.
- The entity intentionally or unintentionally misrepresented or failed to disclose material fact in a proposal, in an application, and/or in supporting documentation.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has a record of violating the federal, state, and local statutes and ordinances of the Authority, any other airport sponsor, the State of Arkansas, the FAA, or any other Legal Requirement applicable to the Airport and/or the entity's proposed activity or Improvement.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has defaulted in the performance of any Agreement or agreement or sublease at any other airport.
- The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake and sustain the proposed activity or Improvement.
- The entity cannot obtain a bond or insurance in the type and amounts required by the Authority for the proposed activity.
- The Entity or an officer, director, or shareholder has been convicted of a felony.

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- The entity seeks terms and conditions which are inconsistent with the PMCDs and/or any request for qualifications and/or proposals (or any other document) issued by the Authority.
- The entity's interests and/or the proposed activity or Improvement are inconsistent with the mission, vision, values, goals, or objectives of the Airport; the best interest of the Authority; or any Airport Sponsor Assurances.
- The entity has been party to vexatious or frivolous litigation, including, without limitation, administrative litigation, against the Authority.

A-19. Enforcement

The Director is empowered by the Authority to require compliance with and enforce the PMCDs. The Fire Department is authorized to enforce all fire and Hazardous Materials related federal, state, and local statutes and ordinances (within jurisdiction). Law Enforcement Officers are authorized to enforce all federal, state, and local statutes and ordinances (within jurisdiction).

Representatives of the Authority, as designated by the Director, shall enforce these Rules and Regulations. Any person or entity who violates these Rules and Regulations may be cited, removed from the Airport, denied use of the Airport, and/or prevented from engaging in Activities at the Airport and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the Authority.

A-20. Appeals

Any party aggrieved by a decision of airport management may appeal (in writing) such decision to the Director within 14 calendar days after such decision is issued. Any claim not timely submitted to the Director is waived.

- The Director shall respond to such written claim within 30 calendar days of the receipt of the claim by either (a) making a written determination with respect to the claim, or (b) making a written request for additional information. If requested, the party shall provide all requested additional information within 14 calendar days of the date of the Director's request, or the claim is waived. Thereafter, the Director shall make a written determination with respect to the claim within 30 calendar days after receipt of the additional information. In either case, the Director's written determination shall be final and conclusive unless within 30 calendar days from the date of the Director's written determination, the party requests, in writing, an appeal to the Authority Board stating specifically all grounds of appeal.

The Authority Board shall use its best efforts to hear any such appeal within 120 calendar days after the Authority Board's receipt of the written appeal. At such hearing, the party shall be afforded such opportunity to be heard and to offer relevant evidence in support of its appeal, as may be determined by the Authority Board in its sole discretion.

A-21. Rights and Privileges Reserved

In this section, the term "activity" is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

In addition to the following enumerated reserved rights and privileges, the Authority reserves all the rights and privileges outlined under federal and/or state Airport Sponsor Assurances as such rights and privileges may be amended from time to time.

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- Nothing contained within the PMCDs shall be construed to limit the use of any area of the Airport by the Authority (and its representatives, officers, officials, employees, agents, and volunteers) or to prevent any FAA, DHS, TSA, Law Enforcement Officer, or Fire Department personnel from acting in official capacities.
- The Authority reserves the right for the use of the Airport by others pursuant to applicable federal, state, and local statutes and ordinances pertaining to the Airport and such use.
- The Authority reserves the right to designate specific Airport areas for activities in accordance with the currently approved ALP. Such designation shall consider the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.
- It is the policy of the Authority that any occupancy, use, and/or development (construction or modification) of land and/or Improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, secure, orderly, or efficient use of the Airport. Nothing contained in the PMCDs shall require or obligate the Authority to apply to the FAA for approval of the revision of the ALP on behalf of a current or prospective Operator, Lessee, Sublessee, or user of the Airport.
- The Authority reserves the right to develop and make any Improvements and/or repairs at the Airport that it deems necessary. Except in cases determined by the Authority to constitute an emergency, the Authority will provide advance notice of the date and time to impacted parties that such development, improvements, and/or repairs will be made. The Authority shall not be obligated to reimburse or compensate any Operator, Lessee, Sublessee, or other entity for any cost and/or expense incurred, loss of revenue, or inconvenience that may result from such development, improvement, and/or repair
- The Authority reserves the right to prohibit any Entity from using the Airport, engaging in activities at the Airport, and/or revoke or suspend any privileges granted to any Lessee, Sublessee, Operator, Permittee, or User upon determination by the Authority that such Lessee, Sublessee, Operator, Permittee, or User has not complied with these Rules and Regulations, or has otherwise jeopardized the safety or security of Entities or the land and/or Improvements located at the Airports.
- The Authority (and its representatives, officers, officials, employees, agents, and volunteers) shall not be responsible for loss, injury, or damage to persons or Property at the Airport related in any way to any natural disaster or illegal activity.
- The Authority reserves the right to prohibit any entity from using the Airport, engaging in activities at the Airport, and/or revoke or suspend any privileges granted to any Lessee, Sublessee, Operator, Permittee, or user upon determination by the Authority that such Lessee, Sublessee, Operator, Permittee, or user has not complied with the PMCDs, or has otherwise jeopardized the safety or security of entities or the land and/or Improvements located at the Airport.

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- During time of war or national emergency, the Authority shall have the right to enter into an agreement with the United States Government for military use of part or all of the landing area, the publicly owned air navigation facilities, and/or other land and Improvements of the Airport. If any such agreement is executed, any agreement, insofar as it is inconsistent with the agreement between the Authority and the United States Government, shall be suspended, without any liability on the part of the Authority.
- The Authority will not relinquish the right to take any action the Authority considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent a person from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to aircraft.
- The Authority will not waive any sovereign, governmental, or other immunity to which the Authority may be entitled, nor shall any provision of any Agreement be so construed.
- The Authority will not submit to the laws of any state other than those of the State of Arkansas.
- The Authority is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development or consummate any proposed Agreement. In addition, the Authority is under no obligation to: (a) pursue federal, state, or other funds to contribute to such development or (b) provide matching funds to secure such funding.
- The Authority reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the Authority including preserving the assets of the Authority and the Airport, protecting the safety and security of the people who work at and/or use the Airport, and maintaining the integrity of the Authority's mission, vision, values, goals and objectives for the Authority and the Airport.

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10. APPENDIX B – PMCD DEFINITIONS AND ACRONYMS

B-1. Definitions

Abandoned – Property, other than aircraft or vehicles, that has been voluntarily given up by the owner and left at the Airport for 48 hours without the owner moving or claiming it.

Accident – A collision or other contact between any part of an aircraft, vehicle, equipment, person, stationary object and/or other thing which results in Property damage, personal injury, or death; or an entry into or emergence from a moving aircraft, vehicle, or equipment by a person which results in personal injury or death to such person or some other person or which results in Property damage.

Aeronautical Activity (Activity) – Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft. Any activity which contributes to, or is required for, the safety of such operations. Any activities which have a direct relationship to the operation of aircraft or the operation of the Airport.

Affiliate – Any entity that shall directly or indirectly control, be under the control of, or be under common control with Operator. Control for these purposes shall mean the direct and indirect ownership of 50% or more of the outstanding voting stock of a corporation or 50% or more equity or controlling interest if not a corporation.

Agency – Any federal, state, or local governmental entity, unit, organization, or authority.

Agreement – A written contract (e.g., lease agreement, license agreement, permit, etc.), enforceable by law, executed by both parties, between the Authority and entity transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain activities.

Air Carrier – An entity engaged in the operation of an aircraft for the purpose of transporting passengers, mail, express, freight, or cargo, on a scheduled or non-scheduled basis, whose operation is either intrastate or interstate.

Air Operations Area (AOA) – A portion of an airport which includes aircraft Movement Areas, Ramps, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.

Aircraft and Passenger Liability – Insurance coverage pertaining to bodily injury, Property damage, and passenger injury for all owned, leased, or operated aircraft.

Aircraft Accident – An occurrence associated with the operation of an aircraft that takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage (as described in 49 CFR 830).

Aircraft Design Group – A FAA designated grouping of aircraft based upon wingspan. The groups are as follows:

Group I: Up to but not including 49 feet
Group II: 49 feet up to but not including 79 feet
Group III: 79 feet up to but not including 118 feet
Group IV: 118 feet up to but not including 171 feet
Group V: 171 feet up to but not including 214 feet
Group VI: 214 feet up to but not including 262 feet

Aircraft Incident – An occurrence other than an Aircraft Accident that affects or could affect the safety of operations (as described in 49 CFR 830).

Aircraft Line Maintenance – Aircraft Maintenance typically required to return an aircraft to service within a short period of time. Examples include, but are not limited to: replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear, tires, and struts; lubricating aircraft components; and avionics/instrument removal and/or replacement.

Aircraft Maintenance – The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of aircraft airframe, powerplant, propeller, and accessories (including the replacement of parts) as described in 14 CFR Part 43.

Aircraft Operator – A person who uses, causes to be used, or authorizes to be used an aircraft, with or without the right of legal control (as Owner, lessee, or otherwise) for the purpose of air navigation including the piloting of aircraft or the operation of aircraft on any part of the surface of an airport.

Aircraft Owner – The registered legal Owner of an aircraft according to FAA records.

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Airframe and Powerplant Mechanic (A & P Mechanic) – A person who holds an aircraft mechanic certificate with both airframe and powerplant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

Airport – All land, Improvements, and appurtenances within the legal boundaries as it now exists on the ALP (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified at Texarkana Regional Airport (TXK).

Airport Layout Plan (ALP) – The FAA approved drawing, as may be amended from time to time, which reflects an agreement between the FAA and Authority depicting the physical layout of an airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, navaids, etc.

Airport Security Badge – A media allowing access to certain parts of the Airport.

Airport Security Program (ASP) – The current Airport Security Program, as may be amended from time to time, approved by the Transportation Security Administration (if necessary), that specifies the systems, measures, and procedures that are used to meet an airport's regulatory and statutory responsibilities relating to airport security.

Airport Sponsor Assurances – Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus Property.

Airside – The Runways for landing and taking off of aircraft, designated helipads, Taxiways and Taxilanes for ground movement of aircraft, and Ramp for parking, loading, unloading, fueling, and servicing of aircraft.

Applicant – An entity desiring to use land and/or Improvements at the Airport to engage in an Aeronautical Activity and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

Association – An entity legally formed and recognized under the laws of the State of Arkansas having an existence separate and apart from its members or shareholders (e.g., Limited Liability Company, Corporation, Partnership, Limited Partnership, etc.).

Based Aircraft – An aircraft identified in an Agreement with the Authority or in a Sublease with an FBO or SASO.

Business Automobile Liability – Insurance coverage pertaining to bodily injury and Property damage for all licensed vehicles arising out of (or relating to) the use, loading, and unloading of owned, non-owned, or hired vehicles.

Capital Investment – Any Authority approved expenditure made by a Lessee to: (a) the Lessee's Leased Premises which will, at the end of the term of the Agreement, revert to the Authority and/or (b) Airport Infrastructure which will immediately revert to the Authority.

Certified Flight Instructor (CFI) Professional Liability – Insurance coverage pertaining to bodily injury and property damage not only during dual flight instruction, but also after instruction has been given.

Certificates of Insurance – A certificate provided by and executed by an insurance company to the Authority providing evidence of the insurance coverages and policy limits.

City of Texarkana, Arkansas Police Department (Police Department) – The City of Texarkana, Arkansas Police Department provides law enforcement services as well as several other community services to the Authority.

Co-Op fueling – The fueling of an aircraft by the Owner of the aircraft or the Owner's Employee using vehicles, Equipment, and resources owned by an approved Association.

Commercial – For the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Commercial General Liability – Insurance coverage pertaining to bodily injury, personal injury, Property damage, contractual liability, products and completed operations and, if applicable, use of unlicensed vehicles that in any way arise from the use of the Leased Premises and operations or Activities of the

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entity. Unlicensed vehicles operated on the Movement Area will require coverage in an amount not less than that identified for combined single limit per occurrence for bodily injury, personal injury, and Property damage.

Compensation – Any form of reimbursement for goods or services such as monetary, exchange, barter, favors, gratuity, etc.

Competitive Proposal Process – A process that is used to seek competitive proposals from qualified entities when land and/or Improvements are or become available at the Airport for occupancy or use.

Condemnation – The taking of land and/or Improvements for any public or quasi-public use under any Legal Requirement or by the right of eminent domain.

Contiguous – Land and/or apron that shares an edge or boundary or is separated by no more than a Taxilane.

Courtesy Vehicle – A vehicle used to transport persons, baggage, or goods, or any combination thereof, on the Airport or between the Airport and off-airport locations such as hotels, motels, or other attractions for which no charge is levied (no Compensation is paid).

Current – All rents, fees, and other charges required to be paid under any and all Agreements are paid in full.

Drop Zone - intended parachute landing area.

Emergency Public Service – Services provided to the general public including law enforcement (police), fire, rescue, and emergency medical or ambulatory transportation.

Emergency Vehicle – Vehicle of any Agency providing law enforcement, fire protection, rescue, emergency medical or ambulatory transportation, or any vehicle conveying an Airport official or an Airport employee in response to an emergency call.

Employee – Any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee. The determination of status between an Employee and an independent contractor shall be made according to current IRS codes.

Environmental Liability – Insurance coverage pertaining to liability for bodily injury, Property damage, and environmental damage resulting from sudden and accidental releases of pollution and covering related or resultant cleanup and/or remediation costs arising out of the occupancy and use of the Leased Premises.

Equipment – All Property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Exclusive Right – A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an Exclosive Right. An Exclusive Right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an Exclusive Right to occupy real estate, which is permitted by federal regulation under certain conditions.

Executive Director (Director) – That person (or designated representative thereof), appointed by the Authority, responsible for the administration and day-to-day operation and management of the Airport, all Authority owned Property, vehicles, equipment, material, financial assets, and Employees at the Airport, and all employees assigned to the Airport.

Fixed Based Operator (FBO) – A Commercial Operator engaged in the sale of products and services and the renting or subleasing of facilities consistent with the Authority's Minimum Standards.

Fuel Handling – The transporting, delivering, fueling, dispensing, or draining of fuel or fuel waste products.

General Aviation – All aviation with exception of Air Carriers and the military.

Good Standing – Full compliance with all applicable federal, state, and local statutes and ordinances and not in default of any Agreement with the Authority.

Hangar – Any fully or partially enclosed storage facility for an aircraft.

Attachment: 2023-139 EXH 'A' (Rules & Regs)TR (4110 : 2023-139 ORD Amending Code Chapter 4 - Airport rules)

Hangar Keeper's Legal Liability – Insurance coverage pertaining to Property damage for all non-owned aircraft under the care, custody, and control of the Operator.

Hazardous Materials – A hazardous or toxic substance, material, or waste which is or becomes regulated by any Agency.

Immediate Family – Individual with any of the following relationships to tenant: (1) spouse and parents thereof, (2) sons and daughters, and spouses thereof, (3) parents, and spouses thereof, (4) brothers and sisters, and spouses thereof, (5) grandparents and grandchildren, and spouses thereof, and (6) domestic partner and parents thereof, including any domestic partners of any individuals in Items (2) through (5) of this definition.

Immediately – The ability to occupy Leased Premises and offer products, services, and/or facilities (to the public) on the effective date of the Agreement. When construction and/or alteration of facilities are involved, immediately shall mean the ability to obtain a certificate of occupancy from the authorizing Agency for the proposed facilities within 18 months following the possession of the Leased Premises.

Improvements – All buildings, structures, additions, and facilities including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

Independent Operator – An entity offering aeronautical service(s) but without an established place of business on the Airport.

Infrastructure – Runways, Taxiways, Taxilanes, Ramps, navaids, airport roadways, utilities, etc.

Landside – The portion of the Airport used for activities other than the movement of aircraft, such as vehicle access roads and parking.

Land Use Plan – A document approved by the FAA as part of the ALP used to guide land use surrounding the Airport.

Law Enforcement Officer – A public-sector employee or agent charged with upholding the peace who is empowered to effect an arrest with or without warrant and who is authorized to carry a firearm in the performance of that person's duties.

Leasing Policy – PMCD that sets forth the parameters for leasing Airport land and Improvements, as may be amended from time to time.

Leased Premises – The land and/or Improvements used exclusively under Agreement by a Lessee.

Lessee – An entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements.

Light Aircraft – Aircraft having a maximum takeoff weight of 12,500 pounds or less.

Light Sport Aircraft – An aircraft certificated by the FAA, which is restricted by maximum takeoff weight, maximum operating airspeeds, maximum seating capacity, engine and related controls type (if powered), and type of landing gear.

Limousine – A vehicle, for hire, that is not configured with a taximeter. Transportation services using limousines are provided for unmetered predetermined rates.

Loitering – Remaining in an area for no obvious reason or not being able to give a satisfactory explanation of one's presence in an area.

Lost Property – Property that has been involuntarily or unintentionally dropped or left without an intent to abandon it.

Master Plan – An assembly of documents and drawings (which have been approved by the FAA and adopted by the Authority) covering the development of the Airport from a physical, economic, social, and political jurisdictioonal perspective. The Airport Layout Plan is part of the Master Plan.

Minimum Standards – PMCD that sets forth those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport, as may be amended from time to time.

Mogas – Unleaded motor gasoline meeting the specifications of ASTM D4814 which is utilized to power piston-engine aircraft with an original airworthiness certificate or Supplemental Type Certificate (STC) authorizing use of unleaded motor gasoline.

Attachment: 2023-139 EXH 'A' (Rules & Regs)TR (4110 : 2023-139 ORD Amending Code Chapter 4 - Airport rules)

Movement Area – The Runways, Taxiways, and other areas of the Airport which are utilized for taxiing, hover taxiing, takeoff, and landing of aircraft (exclusive of aircraft parking, loading, unloading, fueling, and servicing areas) where aircraft are moved with radio contact with ATC or other aircraft. The Movement Area includes all areas under the direct and positive control of ATC. Specific approval for entry onto the movement area must be obtained from ATC.

Non-Commercial – Not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Non-Commercial Lessee – An entity that either owns or leases and operates aircraft for private purposes. In the case of a business, the operation of aircraft must be an ancillary activity to support the business's purposes by providing private transportation for the exclusive use of its Employees, agents, and/or customers. In all cases, the Non-Commercial Lessee neither offers nor engages in Commercial Aeronautical Activities.

Non-Commercial Flying Club – An entity that is legally formed as a non-profit entity with the State of Arkansas that collectively owns and operates aircraft and restricts membership from the public.

Non-Movement Area – Those portions of the Airport where aircraft taxi or are moved without radio contact with ATC or other aircraft.

Notice to Air Mission (NOTAM) – Guidelines regarding aeronautical operations issued by a representative of the FAA, Airport Operations, ATC, or other authorized Agency.

Object Free Area (OFA) – An area on the ground centered on a Runway, Taxiway, or Taxilane centerline provided to enhance the safety of aircraft operations by having the area free of object, except for objects that need to be in the Object Free Area for air navigation or aircraft ground maneuvering purposes.

Obstacle Free Zone (OFZ) – A defined volume of airspace centered above the Runway centerline extending 200 feet beyond each end of the Runway.

Operator – An entity that has entered into an Agreement to engage in Commercial Aeronautical Activities at the Airport.

Passenger Terminal Building – The building at an airport where the passenger processes of ticketing, baggage check-in, security screening, aircraft boarding, baggage claim, customs, and immigration are accomplished for Commercial Air Carrier activities.

Participant – Persons paying a fee to an Operator and subsequently participating in Commercial Skydiving.

Paved – Covered with asphalt or concrete that forms a firm level surface.

Permittee – An entity who has entered into an Agreement to conduct an Activity at the Airport.

Primary Management Compliance Documents (PMCDs) – A compendium of rules, regulations, standards, and policies that govern the development, operation, and management of the Airport, adopted by resolution of the Authority, as may be amended from time to time, including Rules and Regulations, Leasing Policy, Minimum Standards, and Development Standards.

Private Vehicle – Any vehicle operated for transportation of persons or baggage for which no revenue is being derived either directly or indirectly.

Property – Any tangible or intangible possession that is owned by an entity or a person.

Public Area – Those areas normally used by the public. Such areas include concessionaire shops, restrooms, Passenger Terminal Building lobbies, hallways, passageways, public transportation waiting areas, viewing areas, roadways, walkways, sidewalks, and vehicle parking lots. Public areas do not include the areas owned and/or leased by Commercial businesses unless such businesses so designate certain areas as public use areas. Public Areas do not include the AOA, Restricted Areas, and employee parking lots.

Ramp – Those paved areas of the Airport within the AOA designated by the Authority for parking, loading, unloading, fueling, or servicing of aircraft.

Readily Available – Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.

Refueling Vehicle – Any vehicle used for transporting, handling, or dispensing of fuels and lubricants.

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Repair Station – A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. Repair Stations are certificated under 14 CFR Part 145.

Restricted Area – Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel (pursuant to applicable federal, state, and local statutes and ordinances) including, but not limited to the AOA, Runways, Taxiways, Taxilanes, and fire lanes, fuel farm, Airport maintenance facilities/shop, mechanical rooms, electrical vaults, computer server room, fire breaks and any other areas marked/posted as restricted with signage, or placards.

Rules and Regulations – PMCD that sets forth the rules and regulations for the safe, secure, orderly, and efficient use of the Airport, as may be amended from time to time.

Runup – Aircraft engine operation above normal idle power for purposes other than initiating or sustaining taxiing or takeoff.

Runway – An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of aircraft.

Runway Safety Area (RSA) - A defined surface surrounding the Runway prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot or excursion from the Runway.

Secured Area – A portion of an airport, specified in the Airport Security Program, in which certain security measures specified in 49 CFR Part 1542 are carried out. This area is where Aircraft Operators and foreign air carriers that have a security program under 49 CFR Part 1544 or 1546 enplane and deplane passengers and sort and load baggage and any adjacent areas that are not separated by adequate security measures.

Security Identification Display Area (SIDA) – A portion of the AOA identified in the Airport Security Program where each person is required to continuously display, on their outermost garment, an airport approved identification medium unless under Authority approved escort.

Security Plan – A document developed by Operators to ensure the safety and security of people and property at the Airport.

Self-Fueling – The Non-Commercial fueling of an aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's vehicles, Equipment, and resources.

Self-Service – The servicing of an aircraft (i.e., maintaining, repairing, fueling, etc.) by the Aircraft Owner or the Aircraft Owner's Employees using the Aircraft Owner's vehicles, Equipment, and resources.

Skydive/Parachute Jumping – Jumping from an aircraft at a moderate or high altitude and deploying a parachute to create drag or lift for descent to the ground.

Special Event – Any event at the Airport whereby individuals have unescorted access to the AOA or any event that may or will require: the assistance of Authority staff (outside the realm of typical duties); the closure of any portion of any roadway, walkway, vehicle parking area, Ramp, Taxilane, Taxiway, or Runway; and/or the issuance of an airspace waiver or NOTAM.

Specialized Aviation Service Operator (SASO) – A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, aircraft rental or flight training, aircraft charter or aircraft management, aircraft sales, and other Commercial Aeronautical Activities.

Spill Prevention, Control, and Countermeasures Plan (SPCC) – A written contingency plan defined by the EPA that covers procedures, points of contact, the chain of command, and individual responsibilities for preventing and controlling spills.

Texarkana Regional Airport Rescue and Fire Department (Fire Department) – The Authority Fire Department providing aircraft rescue and fire services as well as several community services to the Authority.

Sterile Area – The area in the Passenger Terminal Building beyond the security screening checkpoint(s).

Attachment: 2023-139 EXH 'A' (Rules & Regs)TR (4110 : 2023-139 ORD Amending Code Chapter 4 - Airport rules)

Student and Renter Liability – Insurance coverage pertaining to bodily injury, personal injury, and Property damage (excluding aircraft hull) for students and renters of aircraft.

Sublease – An agreement entered into by an entity with a Lessee that transfers rights or interests in the Lessee's Leased Premises and for which, the Authority has given proper consent.

Sublessee – An entity that has entered into a Sublease with a Lessee that has been properly consented to by the Authority.

Taxilane – The portion of the Ramp used for access between Taxiways and Ramps. Taxilanes are always outside the Movement Area and differentiated from a Taxiway by the required Object Free Area requirements stipulated by the FAA.

Taxiway – A defined path, usually paved, over which aircraft can taxi from one part of an airport to another (excluding the Runway). ATC must have a clear line of sight to all Taxiway centerlines. Additionally, a Taxiway is further differentiated from a Taxilane by the required Object Free Area requirements stipulated by the FAA.

Tenant – A person, Association, or entity that has entered into an agreement with either the Authority or Operator to occupy land and/or Improvements at the Airport for commercial or non-commercial purposes.

Through-the-Fence – When an airport sponsor grants an entity ground access by an aircraft across the airport's property boundary to the airport's airside infrastructure (commonly through-the-fence) and permission to engage in associated activities from property adjacent to the airport.

Tiedown – An area paved or unpaved suitable for parking and mooring of aircraft wherein suitable anchoring points and related equipment are located.

Transient Aircraft – Any aircraft utilizing the Airport for occasional or temporary purposes which is not a Based Aircraft.

Vehicle Operator – Any person who is in actual physical control of a vehicle.

Weapons – Including, but not limited to, firearms, tear gas, mace, pepper spray, or other similar devices, materials, or substances) or explosives.

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B-2. Acronyms

A&P Mechanic	Airframe and Powerplant Mechanic
AC	Advisory Circular
ACM	Airport Certification Manual
ALP	Airport Layout Plan
AOA	Air Operations Area
APU	Auxiliary Power Unit
ARFF	Aircraft Rescue and Fire Fighting
ASP	Airport Security Program
ATC	Air Traffic Control
Avgas	Aviation Gasoline
CFR	Code of Federal Regulations
CVO	Commercial Vehicle Operator
DEF	Diesel Exhaust Fluid
DHS	Department of Homeland Security
DOT	Department of Transportation
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
FAA	Federal Aviation Administration
FM	Factory Mutual
FY	Fiscal Year
FBO	Fixed Base Operator
ME	Multi-Engine Aircraft
NPIAS	National Plan of Integrated Airport Systems
NOTAM	Notice To Air Mission
SASO	Specialized Aviation Service Operator
SE	Single-Engine Aircraft
SIDA	Security Identification Display Area
SMS	Safety Management System
SPCC Plan	Spill Prevention, Control, and Countermeasures Plan
SWPPP	Storm Water Pollution Prevention Plan
TSA	Transportation Security Administration
UAS	Unmanned Aircraft System
UAV	Unmanned Aerial Vehicle
UFC	Universal Fire Code
UL	Underwriters Laboratories
USPA	United States Parachute Association

Attachment: 2023-139 EXH 'A' (Rules & Regs)TR (4110 : 2023-139 ORD Amending Code Chapter 4 - Airport rules)

Attachment: 2023-139 ATTH 01 2023.09.28 TRAA Board Meeting Minutes (4110 : 2023-139 ORD Amending Code Chapter 4 - Airport rules)

THE TEXARKANA AIRPORT AUTHORITY
MEETING MINUTES
September 28, 2023

Board Members

TEXAS	ARKANSAS
Chair – Mr. Mike Mayo X	Vice - Mr. Adjer Smith [redacted]
Mr. David Potter [redacted]	Mr. Ronald Bruce [redacted]
Mr. Matt Robertson [redacted]	Dr. Robin Hickerson [redacted]
Mr. David Baumgardner [redacted]	Mr. Ray Abernathy [redacted]

Economic Dev. Representative
Mr. Rob Sitterley [redacted]

Paul Mehrlich – Executive Director

Guests:
Mitch Rose
Matt Vinyard
Josh Ruminer
Billy Mayfield
Kelly Birdwell
Ken Shuman

Call to Order: Mr. Adjer Smith called the meeting to order. Ms. Shannon Elliott called the roll.

Comments from the Public:

None

Action Item- Consent Agenda: Mrs. Rob Sitterley made a motion to approve the meeting minutes and financials for the August 2023 TRAA Board meeting and Mr. Ron Bruce seconded the motion. Approval was unanimous.

Audit Report: Kelly Birdwell with the firm Wilff and Anderson, gave the airport audit report.

Mr. Matt Roberston made a motion to approve the audit and Mr. David Baumgardner seconded the motion. Approval was unanimous.

Director's Report

1. **Terminal**
   - a) **Terminal Phase 1 (Site work and Slab)** – Completed
   - b) **Terminal Phase 2 (Building – Shell & Core)** – Elevators and escalators are being installed.
   - c) **Terminal Phase 3 (Interior Completion)** – Nabholz is continuing to install dry wall, paint, millwork, and flooring. Architectural Glulam is also being installed.
   - d) **Terminal Phase 4 (Jet Bridges/Apron Paving/Landscaping)** – Jet bridges manufacturing is nearly complete. Apron paving should begin near the end of September and will be the area within 60 feet from the back of the terminal.
     i. Terminal furniture quote was not included in Phase 4. We are working on providing FAA with a change order to see how much of the furniture they are willing to cover.
2. **Apron Phase I**
   - a) Concrete Paving is Scheduled to begin October 12th.
3. **Terminal Parking Lot**
   - a) Nabholz is grading the parking lot and installing drainage structures.
   - b) The design team is coordinating with Integrity to complete the Solar Canopy design for the Short-Term parking lot
4. **Terminal Access Road (Design Only)**
   - a) The FAA grant was awarded on May 23rd and MCE is working to complete the plan set (85% complete).
5. **Taxiways and Apron Crack Seal**
   - a) The ADA grant application was approved on August 16th. MCE has finalized plans and will be taking bids at 2 pm on September 28th.
6. **Apron and Taxilane Expansion**
   - a) No Update

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7. **Master Plan**
   - **a)** A note regarding the potential future runway closure. As outlined in Chapter 3 of the Master Plan, the FAA considers two things with a secondary runway. The first is wind data, over the last 10 years, the orientation of Runway 4-22 provided 95.89 percent coverage for a 10.5 knot crosswind, and greater than 97 percent coverage for 13 knots and greater. To qualify for a secondary runway, operations need to be over 60% of capacity, our operations numbers are currently at 33% capacity. However, this would only be for a parallel runway so runway 13/31 would not qualify. As a result the crosswind runway is no longer eligible for federal funding. This means that the FAA is not requiring us to close the runway, but all future maintenance will be solely at the cost of the airport.
   - **b)** The draft development plan has been submitted to the PAC for approval. Scott Norton made a motion to approve, Mayor Bob Bruggeman seconded with a unanimous vote to approve. Coffman will be moving forward with conducting an airspace obstruction analysis of the ultimate runway layout and engaging with DKMG to conduct the financial analysis. These items make up the final phase of the master plan. The last PAC meeting will be held later this fall followed by the development of the draft final master plan.

8. **Governing Documents Update**

AMCG (Governing Documents):

a. On August 11, the final revised documents were provided to airport staff. AMCG integrated changes from the attorneys as well as language to reference the new Minimum Construction Standards. After staff provide final approval of the changes, the final documents will be sent.
b. The Rules and Regulations will be sent to the two cities for approval. **- Motion**

   Mr. David Baumgardner made a motion to approve the Airport Rules and Regulations and Mr. Ronald Bruce seconded the motion. Approval was unanimous.

c. Governing Documents 2 -10 – **Motion**

   Mr. Matt Robertson made a motion to approve accepting Airport documents (2-10) and Mr. Ronald Bruce seconded the motion. Approval was unanimous.

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9. **Website**
   a) Aviatrix – Is working with Director to establish Flight Information Displays for both the website and the terminal. Three proposals have been sent to the Website Committee to consider. Director recommends moving forward with Flyte Systems. One time cost $16,802 and the annual cost is $10,560. The system will allow us to push advertising to the monitors in the terminal building. First year cost would go under budget of building website. Annual cost would be offset from additional advertising revenue, currently we split 50% of revenue with a third party and will be able to bring all this in house. Last year we only got to us $4,175 of $8,350. **- Motion**
   Mr. Rob Sitterley made a motion to approve the contract with Flyte System and Mrs. Robin Hickerson seconded the motion. Approval was unanimous.

      i. Display will have a 10-minute loop for advertising, with a 5 second ad we can have a maximum of 120 spots. 15 second video ads can also be done. We will charge $50 a month for one of these slots. To break even ($14,735) we would need to fill 25 slots (21%). Currently users are charged $150 a month, if we offer each of these individuals 3 slots then we start with 15 slots filled. We estimate with the ability to advertise companies in Hot Springs, Little Rock, and Shreveport we can easily fill at least 50% of the slots.
      ii. Potential Advertisers – Four States Furniture, Aldi, 7 Brew, Scooter's, Starbucks, Apricot Lane Boutique, Conn's Furniture, Texarkana Emergency Center, Farmer's Bank, Bodcaw Bank, UofA, Texas A&M, Texarkana College, RRCU, Local Habit, Freeman Landscape, Newks, Taco's 4 Life, Big Jakes BBQ, Milway Credit Union, TexAmerica's Center, Redbone Magic, TEXAR, Alexander's Jewelry, Christus St. Michael, Oaklawn, Main Street Texarkana, Perot Theater, Gregg Orr, Hampton, Holiday Inn, Hilton, Marriott, Best Western, Comfort Suites.
      iii. The other bid of OAG as a FIDS is $10,255 a year without an ability to recoup cost for advertising resulting in a net loss. Infax first year was $61,047 which is cost prohibitive for an airport of our size.

10. **Advertisement**
    a. Holiday Advertisement will run from October 15th – December 15th **https://vimeo.com/862201459/c0b7d62e89?share=copy**

11. **Real Estate**
    a. Harvest Ministries – The CatEX has been completed by the FAA. Before the airport can close on the property deal the FAA needs an approved

Exhibit A and ALP updated to reflect the property acquisitions and disposal. An updated draft Exhibit A was submitted to the FAA with the land deal details included. A pen and ink change to the current ALP will also be prepared and submitted to the FAA. This should satisfy FAA requirements to close on the deal.

b. We are in early talks with a site selector to consider utilizing the EOC property as a gas station.

c. Project Paint – I had a recent discussion with the paint company. Rob and I are going to look into the option of utilizing an Industrial Revenue Bond to have the airport build and own the hangars which would allow for a more reasonable lease rate for the company.

d. MRO – We are waiting for a response from another paint company, and have had good feedback from a large MRO in Texas, as well as a LOI from a MRO out of Miami. We will be working on funding sources should more of these projects get further traction.

e. We will be approaching the runway project in three distinct phases. The first phase will be the runway overlay and taxiway widening, the second phase will be the taxiway and runway lengthening, and the third phase will be the hangar and apron. This allows us to apply for environmental review of each of these separately and will allow us to break ground early next year. We need to start the environmental review process and request a CatEx from the FAA to begin work. MCE and Coffman will be working together through this process, we do not pay until funds are released from the Federal Government and the State. WO# 12 – Environmental Coordination for Runway Strengthening and Taxiway Delta Widening $15,000.00 **- Motion**

Mr. Ray Abernathy made a motion to approve WO# 12 – Environmental Coordination for Runway Strengthening and Taxiway Delta Widening $15,000.00 and Mrs. Rob Sitterley seconded the motion. Approval was unanimous.

12. Operations

a) American Airlines is looking into bringing in the ERJ – 175 starting in November. It is a larger aircraft with two restrooms, 12 first class seats, larger seats, and the ability to hold 70 passengers. This will increase the comfort for our passengers; however, we will see a decline in load factors. This will most likely only be for the early morning flight.

b) Many of you will have received a call from a gentleman regarding the parking lot. The current parking system has a few issues, from faded tickets to an inability to read debit cards. This can cause backups of people waiting

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to get out of the lot. To reduce these issues, I have instructed our fireman in the evening to be at the gate to assist individuals until all parties are out.

c) ADA awarded a 90/10 grant of $199,980 for crack sealing TWY A and GA ramp, Airport match is $22,220. We will be doing the bid opening at 2pm Sept 28th. MCE has given us Work Order #11 to cover their engineering costs associated with this grant request. Their portion is $33,600. **– Motion** Mrs. Robin Hickerson made a motion to approve Work Order #11 to cover the engineering costs associated with this grant request. Their portion is $33,600 and Ronald Bruce seconded the motion. Approval was unanimous.

Metrics: June 2023

Operations: -22%
Enplanements: 29%
Rental Cars: -7%
Parking: 4%
Load factors: 16%

Old Business: None

New Business: None

Sub-Committees: None

Executive Session: None

Action Item- Adjourn: Mr. Rob Sitterley made a motion to adjourn. Mr. Ray Abernathy seconded the motion. The meeting was adjourned.

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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: 2023-139 Goals & Perspectives (4110 : 2023-139 ORD Amending Code Chapter 4 - Airport rules)

ORDINANCE NO. 2023 - 139

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING RULES AND REGULATIONS OF THE TEXARKANA AIRPORT AUTHORITY AND AMENDING CHAPTER 4, "AIRPORTS', ARTICLE II, "AIRPORT AUTHORITY", SECTION 4-26, "RULES, REGULATIONS AND BYLAWS; CONTAINING REPEALER, SEVERABILITY, AND SUPERSEDING CLAUSES; CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Cities of Texarkana, Arkansas, and Texarkana, Texas, created the Texarkana Airport Authority by means of reciprocal ordinances codified in Chapter 6 – Aviation, Article II – Texarkana Airport Authority, of the Code of Ordinances of the City of Texarkana, Arkansas, and Chapter 4 – Airports, Article II – Airport Authority, of the Code of Ordinances of the City of Texarkana, Texas; and

WHEREAS, the Joint Board of the Texarkana Airport Authority, in a public meeting held on September 28, 2023, adopted proposed "Rules and Regulations" attached to this resolution as **Exhibit "A"**, incorporated herein by reference for all purposes; and

WHEREAS, the Rules and Regulations of the Texarkana Airport Authority must be approved by both governing bodies as required by each city's respective codes of ordinances (Code Section 6-32 of the City of Texarkana, Arkansas, and Code Section 4-26 for the City of Texarkana, Texas), and both cities deem it necessary to amend these respective code sections to provide for locations to maintain copies of approved rules and regulations and, specific to the City of Texarkana, Arkansas, to provide for enforcement authority.

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

SECTION 1: Chapter 4 "Airports", Article II "Airport Authority", Section 4-26, "Rules, regulations and bylaws", of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety as follows:

Sec. 4-26. - Rules, regulations, and bylaws.

The authority may propose such rules, regulations, and bylaws governing its functions in the operation of the airport as it deems best, provided however, that said rules, regulations, and bylaws shall not conflict with the constitution and statutes of the States of Arkansas and Texas, or the ordinances of the Cities of Texarkana, Arkansas, and Texarkana, Texas. The proposed rules, regulations, and bylaws must be approved by both the governing bodies of the Cities of Texarkana, Arkansas, and Texarkana, Texas, before the same shall be effective and said governing bodies by joint action may amend, alter, or repeal any bylaw, rule, or regulation. Copies of rules, regulations, and bylaws approved by both governing bodies shall be kept on file in the offices of the city secretary and the airport director.

Attachment: 2023-139 ORD Airport Code Rev. Sec. 4-26 signed (4110 : 2023-139 ORD Amending Code Chapter 4 - Airport rules)

SECTION 2: The City Council approves the proposed Rules and Regulations of the Texarkana Regional Airport Authority attached to this ordinance as **Exhibit "A"**.

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

SECTION 4: In case a section, clause, sentence, or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

SECTION 5: In the event of any conflict between this Ordinance and any other ordinances or parts of ordinances, this Ordinance shall supersede and control.

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

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

PASSED AND APPROVED in Regular Council Session on this the **11th day of December, 2023**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:26p.m.

Attachment: 2023-139 ORD Airport Code Rev. Sec. 4-26 signed (4110 : 2023-139 ORD Amending Code Chapter 4 - Airport rules)

TEXARKANA
—REGIONAL AIRPORT—

201 Airport Drive
Texarkana, Arkansas 71854
(870) 774-2171

Rules and Regulations

Texarkana Regional Airport Authority

Texarkana Regional Airport (TXK)

October 4, 2023

Attachment: 2023-139 ORD Airport Code Rev. Sec. 4-26 signed (4110 : 2023-139 ORD Amending Code Chapter 4 - Airport rules)

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1. INTRODUCTION

1.1. Purpose

The purpose of these Rules and Regulations is to protect the health, safety, interest, and general welfare of the public and the Tenants and users of the Texarkana Regional Airport (Airport), and to prevent any activities or actions which would negatively interfere with the safe, orderly, and efficient use of the Airport.

1.2. PMCD General Provisions

General Provisions, which are those provisions common to all Primary Management Compliance Documents (PMCDs) are set forth in Appendix A of these Rules and Regulations and are incorporated into these Rules and Regulations and all PMCDs by reference.

1.3. PMCD Definitions and Acronyms

The definitions and acronyms utilized throughout the PMCDs are set forth in Appendix B of these Rules and Regulations, are capitalized whenever used in the PMCDs, and are incorporated into these Rules and Regulations and all PMCDs by reference. Words that are not defined shall be construed consistent with common meaning or as generally understood.

1.4. Airport Sponsor, Operator, and Governing Body

The Airport is owned and operated by Texarkana Regional Airport Authority (Authority) and governed by the Board of Directors (Authority Board).

1.5. Authority of the Director

The Authority Board has authorized the Executive Director (Director) to interpret, administer, and enforce these Rules and Regulations and the PMCDs. During emergency situations, the Director is empowered to issue such directives, variances, and/or exemptions and to take such action that, within Director's discretion and judgement, are necessary or desirable to safeguard the safety, security, and efficiency of the Airport and the public.

The Director shall be subject to the direction, authority, and control of the Authority Board and shall act as their official representative pertaining to aviation and Airport matters for the Authority. The Director's powers and duties include, but are not limited to, the following:

- designate aircraft operating, parking, and other such areas necessary for the safe, secure, and efficient operation of the Airport;
- assign aircraft parking, Hangar, and tiedown spaces;
- order unauthorized aircraft to leave the Airport; and
- promulgate rules and regulations for the use, operation, and administration of the Airport.

1.6. Enforcement

In addition to enforcement authority designated to the Director, the enforcement of all federal, state, and local statutes and ordinances pertaining to fire protection and Hazardous Materials (within its jurisdiction) shall be administered by the Texarkana Regional Airport Rescue and Fire Department (Fire Department). All other statutes and ordinances (within its jurisdiction) shall be enforced by the City of Texarkana, Arkansas Police Department (Police Department) and Law Enforcement Officers.

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Violation of these Rules and Regulations, the PMCDs, applicable federal, state, and local statutes and ordinances, or directives issued by the Authority, Fire Department, or Law Enforcement Officers or jeopardizing the safety or security of persons and entities utilizing the Airport, or harassment or obstruction of Airport employees in their enforcement of these Rules may result in suspension, revocation, and/or prohibition of access privileges, engaging in activities on Airport property, and use of the Airport. Violators shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the Authority. Violators of these Rules and Regulations, the PMCDs, and all applicable federal, state, and local statutes and ordinances may be prosecuted for trespass.

1.7. Penalty for Violation

Violations by Tenants and users of the Airport shall be considered as follows, which excludes the Authority, Fire Department, or Law Enforcement Officers:

- committing an act that is prohibited or declared unlawful by ordinance or by rule or regulations authorized by ordinance;
- failure to perform an act that is required to be performed by ordinance or by rule or regulation authorized by ordinance; or
- failure to perform an act if the failure is declared a violation by ordinance or by rule or regulation authorized by ordinance.

Except as otherwise provided, a person or entity convicted of a violation of these Rules and Regulations, the PMCDs, all applicable federal, state, and local statutes and ordinances, or directives issued may be issued a fine as provided in all applicable federal, state, and local statutes and ordinances, but not exceeding $1,000.00 for the first offense or violation.

If the violation is continuous in respect to time, the fine for allowing the continuance shall not exceed $500.00 for each day of unlawful continuance. If a violation is also a misdemeanor under State law, the penalty for the violation shall be as prescribed by State law for the State offense.

The imposition of a penalty does not prevent the Authority from revocation or suspension of a license, permit, or Agreement.

Violations of these Rules and Regulations, the PMCDs, all applicable federal, state, and local statutes and ordinances, or directives that are continuous with respect to time and a public nuisance may be abated by injunctive or other equitable relief. The imposition of a penalty does not prevent the simultaneous granting of equitable relief in appropriate cases.

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2. GENERAL

2.1. Access To, Entry Upon, or Use of the Airport

Access to or entry upon the Airport shall be made only at locations designated by the Director. Any person accessing or using the Airport shall be fully and completely responsible for their actions and all actions of any person who is provided access to or use of the Airport, whether directly or indirectly, expressed, or implied. All actions shall be in full and complete compliance with these Rules and Regulations and applicable PMCDs.

2.2. Restricted Areas, Sterile Areas, and Secured Identification Display Areas (SIDA)

Access to the Restricted Areas is limited to persons with a valid Airport Security Badge (Airport Badge), under appropriate supervision or escort, or as otherwise approved by the Director.

Unescorted access or entry to Sterile Areas or certain parts thereof, is limited to persons who have been screened by Transportation Security Administration (TSA) personnel and possess a valid boarding or gate pass, possess a valid Airport Badge with appropriate permissions, or be a person under appropriate supervision and escort by a person with escort privileges.

The Secured Areas are the areas where air carrier aircraft operate, enplane, and deplane passengers and sort and load baggage and any adjacent areas that are not separated by adequate security measures.

2.3. Airport Security Badge

Persons requiring unescorted access or entry to a Restricted Area or a Sterile Area (who do not have a valid boarding or gate pass) shall complete and submit an Airport Security Badge Application to the Authority. Prior to accessing or entering a Restricted Area, persons shall possess an approved Airport Badge which authorizes such access.

Prior to obtaining an Airport Badge for employees of Operators, Lessees, or Sublessees, an Authorization Signature Letter listing the person(s) authorized to receive Airport Badge(s) shall be submitted to the Authority. Prior to obtaining an approved Airport Badge, a person must successfully pass a Criminal History Records Check and Security Threat Assessment in accordance with 49 CFR Part 1540-1544 and applicable security directives.

Persons desiring or in possession of an approved Airport Badge shall complete all Authority training programs and meet all related requirements (including payment of applicable fees).

Any person who allows unauthorized use of an Airport Badge or fails to pay any fine or charge may lose access privileges.

No person shall make, possess, use, offer for sale, pass, or deliver any forged or falsely altered pass, permit, identification card, sign, and/or other authorization purporting to be issued by or on behalf of the Authority.

2.4. Security

The Police Department has the overall responsibility for security of the Airport. Operators, Lessees, or Sublessees are responsible for the security of entity's Leased Premises and shall comply with the Authority's security requirements and/or best practices. Security gates that provide access to the Air Operations Area (AOA) shall remain closed, locked, and secured except when actually in use. The Director may close or otherwise restrict access to any area of the Airport when safety or security considerations dictate.

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Tampering with, interfering with, or disabling the lock or closing mechanism, or breaching any other security device is prohibited unless authorized by the Director. Persons who have been provided an access code or device for access to a Restricted Area shall not, under any circumstances, divulge, duplicate, or otherwise distribute or convey the code or device to any other person unless authorized in writing by the Authority.

Unless under approved escort, no person shall follow another person into an Airport Restricted Area. Each individual must use an approved Airport Badge to access the Airport through any restricted entry point.

2.5. Commercial Activities

Any entity desiring to engage in or is actively engaging in a Commercial Aeronautical Activity at the Airport shall comply with the Airport's General Aviation Minimum Standards (Minimum Standards), as developed and amended from time to time.

Based Aircraft shall not be used for Commercial Aeronautical Activities at the Airport unless expressly authorized by an Agreement with the Authority. Based Aircraft may be used for the purpose of training or increasing the flying proficiency of the Aircraft Owner or members of the Aircraft Owner's Immediate Family.

Any entity desiring to engage in any non-aeronautical Commercial activity (including photography or filming) at the Airport shall obtain written permission from the Authority prior to engaging in such activity.

2.6. Accidents

Any person involved in or witnessing an Accident resulting in injury, death, or damage to Property shall immediately call "911" and notify the Authority. If reasonably able to do so, such person shall remain at the scene and respond to the inquiries of (and provide the information requested by) the Authority, Director, Police Department, Law Enforcement Officers, Fire Department, and/or investigative personnel. Unauthorized entry to the AOA to gain access to an Accident scene is prohibited.

No person shall tamper with an Accident scene or fail to comply with any directive issued by the Authority, Director, Police Department, Law Enforcement Officers, Fire Department, or any other Agency having jurisdiction over the Accident scene.

2.7. First Amendment Activities

Conduct of or participation in solicitation, picketing, demonstrating, parading, marching, patrolling, sit-ins, sit-downs, or other similar activities and/or assembling, carrying, distributing, or displaying pamphlets, signs, placards, or other materials is prohibited without prior written permission of the Director.

All authorized activities listed above shall be conducted (a) in those areas identified by the Authority without obstructing the use of the Airport by others; (b) in a peaceful and orderly manner; (c) without physical harm, molestation, threat, or harassment of any person; (d) without obscenities, violence, breach of the peace, or other unlawful conduct; (e) without hindrance to or interference with the proper, safe, orderly, and efficient access to, and operation of the Airport and activities conducted thereon; and (f) in strict conformance with any rules and regulations governing such activities on the Airport and the direction and conditions prescribed in writing by the Director.

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2.8. Advertisements

Advertisements, including notices, circulars, and/or handbills, may not be posted, displayed, or distributed without the prior written permission of the Director. The posting of advertisements on Authority physical property shall conform with established Authority policies and directives. The Authority has the right to remove or relocate any such advertisement.

2.9. General Conduct

No person shall use or otherwise conduct themselves in any area of the Airport in any manner contrary to the directions posted in or for that area. Destroying, damaging, injuring, defacing, disturbing, or tampering with Property is prohibited. Any and all Property damaged or destroyed shall be replaced (or replacement shall be paid for) by the person(s) responsible for such damage or destruction.

Smoking, vaping, or carrying lighted cigars, cigarettes, or pipes in any public use area of the Airport, except in areas specifically designated by the Authority and posted as public smoking areas, is prohibited.

Starting, moving, using, or interfering with the safe operation of any aircraft, vehicle, or equipment without the permission of the Owner or by specific direction of the Authority is prohibited. If requested by the Authority or a Law Enforcement Officer, satisfactory evidence of the right to do so shall be presented.

No person shall engage in behavior that is disruptive or creates a hazard or risk of injury, death, or damage to Property.

The Airport shall not be used to camp or stay overnight unless approved in writing by the Director. The Airport shall not be used for any improper, objectionable, or illegal purposes.

Leased Premises are expressly for the conduct of the Tenant's activities. Persons without an Airport Badge or under appropriate supervision or escort shall not make use of the Leased Premises without permission of the Tenant or as otherwise approved by the Director.

2.10. Abandoned or Lost Property

Property shall not be Abandoned at the Airport. Abandoned or Lost Property found in Public Areas shall be reported or submitted to the Authority.

Abandoned or Lost Property unclaimed by its proper owner within 30 calendar days shall become the property of the Authority to be disposed of at the discretion of the Authority.

Disposition of Abandoned or Lost Property to which the finder is not entitled to lawful possession shall be disposed of at the sole discretion of the Authority in accordance with federal, state, and local statutes and ordinances and its policies.

No provision in this Section shall be construed to deny the right of Lessees or Sublessees to maintain a lost and found service for Abandoned or lost Property found on Leased Premises so long as the lost and found service is consistent with federal, state, and local statutes and ordinances.

2.11. Use of Roadways and Walkways

No person shall travel at the Airport other than on the roadways, walkways, or other areas provided or designated for a specific type or class of traffic and no person shall occupy the roadways or walkways in such a manner as to hinder or obstruct proper use.

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2.12. Animals

No person shall bring animals, except for service animals or animals used for law enforcement purposes in Public Areas, unless destined for air transport and restrained by a leash, container, or crate. Domestic pets may be at the Airport only if kept on a leash or inside a Lessee's or Sublessee's facilities, aircraft, or vehicles.

No person, except authorized personnel by the Authority for the purposes of wildlife management shall intentionally hunt, pursue, trap, catch, injure, or kill any animal at the Airport. No person shall feed or perform any other act to encourage the congregation of animals on any portion of the Airport.

2.13. Weapons and Explosives

Weapons (including, but not limited to, firearms, tear gas, mace, pepper spray, or other similar devices, materials, or substances) or explosives may only be possessed in accordance with applicable federal, state, and local statutes and ordinances.

- No person shall carry a weapon inside the Passenger Terminal Building except in accordance with State of Arkansas Statute A.C.A. § 5-73-306(14) for the sole purpose of checking an unloaded, encased weapon for shipment purposes as baggage for lawful transport on an aircraft.
- Weapons stored in locked containers (and not immediately accessible) for the purposes of shipping for legal uses are permitted.

No person shall possess or ignite Class C explosives (e.g., fireworks, firecrackers, etc.) as defined in Part 1910 of the Occupational Safety and Health Administration with exception of explosives that may be used by authorized personnel for purposes of wildlife management or during approved special events.

2.14. Alcoholic Beverages

Alcoholic beverages may only be consumed in accordance with all applicable state and local statutes and ordinances. The Authority reserves the right to exclude or expel any person who, in the judgment of a Law Enforcement Officer, is intoxicated or under the influence of alcoholic beverages or drugs. The Authority reserves the right to restrict the consumption of alcoholic beverages at the Airport.

2.15. Use of Public Areas

Marking or defacing the floors, walls, windows, ceilings, or any other surface is prohibited. Use of the Public Area in any facility including the Passenger Terminal Building during Air Carrier service interruptions for purposes of sleeping in lieu of a hotel, motel, or other accommodations is prohibited unless authorized by the Authority.

2.16. Trash and Recycling

Trash of any kind shall not be placed, discharged, or deposited at the Airport except in properly designated trash receptacles.

Exterior trash receptacles and recycling containers shall be equipped with securely fastened lids. Trash and recyclable materials shall not be brought to or burned on Airport property. Trash receptacles and recycling containers shall be kept clean and emptied on a regular basis to prevent overflowing.

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2.17. Fire and Flammable Materials

Tenants and users shall comply with the Arkansas Fire Protection Code and all fire codes, regulations, or directives issued by the Fire Department and/or the Authority.

In no event shall smoking, vaping, or carrying lighted cigars, cigarettes, or pipes occur within 50 feet of any aircraft, Refueling Vehicle, or fuel storage facility. Open flames (i.e., candles, fixtures, or fires) are prohibited without the prior written permission of the Authority and the Fire Department.

- This excludes open flames utilized by a Tenant in the performance of Aircraft Maintenance.
- With the prior written permission of the Authority and the Fire Department, Aircraft Rescue and Fire Fighting (ARFF) personnel may engage in training exercises which require open flames.

Uncontrolled fires (regardless of size or whether the fire has been extinguished) shall be reported immediately to "911". No person shall tamper with any fire extinguisher or related equipment or use the same for any purpose other than fire prevention or firefighting.

- Such equipment may be inspected by the Fire Department and/or Authority at any time and shall be fully operational and inspected annually.
  - A tag showing the date of the last inspection by a certified vendor (and who performed the inspection) shall be attached to each unit and records, acceptable to fire underwriters, shall be kept documenting the status of each unit.

No person shall block or modify any self-closing fire door or do anything which would interfere or prevent closing in the event of a fire. Flammable materials shall only be used or stored in accordance with the Arkansas Fire Protection Code and in compliance with applicable federal, state, and local statutes and ordinances.

The use of flammable, volatile liquids having a flash point of less than 100 degrees Fahrenheit is prohibited unless such operations are conducted in open air or in a room specifically approved for the purpose for which the liquid is being used. The room must be properly fireproofed and equipped with appropriate and readily accessible fire-extinguishing apparatus.

2.18. Hazardous Materials

No person shall store, keep, handle, use, dispense, discharge, or transport any Hazardous Materials or Hazardous Materials container in contravention of any federal, state, and local statutes and ordinances. Proper permits must be obtained from the Agency having jurisdiction over such materials, copies must be maintained on file for review by the Authority, and prior notification must be given to the Authority.

If any person or entity stores, uses, or dispenses any Hazardous Materials in such a way as to be subject to any of the requirements under the Environmental Protection Agency (EPA) Emergency Planning and Community Right-to-Know Act (EPCRA) such entity shall be responsible for any reporting obligations under EPCRA. The Authority will not be responsible for compliance with any EPCRA requirements, except to the extent the Authority stores, uses, or transports Hazardous Materials.

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- If the storage of Hazardous Material is approved, such material must be placed in suitable containers designed specifically for storage of Hazardous Materials with self-closing, tight-fitting, leak-proof lids which are properly secured.
  - Safety Data Sheets (SDS) for all Hazardous Materials shall be maintained by the Tenant on-site so as to be readily available to emergency responders in the event of an emergency and for review, at any time, by the Authority and the Fire Department.
- Hazardous Materials shall not be stored in close proximity to operating aircraft, vehicles, equipment, or sources of heat nor be stored in excess of amounts needed as current inventory. All Hazardous Material shall be kept enclosed in a clearly marked and properly labeled container, the type and design of which must meet the approval of the Fire Department.
  - Secondary containment is required for Hazardous Materials being stored in tanks, drums, or other similar storage receptacles.
  - Fuels or deicing fluids in containers greater than 55 gallons shall not be stored without providing prior notification and a copy of a Spill Prevention, Control, and Countermeasure Plan (SPCC Plan) to the Authority and the Fire Department.

Hazardous Materials and Hazardous Materials containers shall be disposed of in a manner consistent with the Arkansas Fire Protection Code and in full compliance with these Rules and Regulations, the Authority's Storm Water Pollution Prevention Plan (SWPPP), the Authority's directives, and federal, state, and local statutes and ordinances.

- Used or spent engine oil shall be disposed of only at waste oil stations or approved disposal locations. No person shall bring used or spent engine oil onto the Airport.

No Hazardous Materials shall be disposed of on the ground or into the air during aircraft preflight inspections. Any release of Hazardous Materials shall comply with this Section of these Rules and Regulations and federal, state, and local statutes and ordinances.

2.19. Environmental (Hazardous Materials) Clean Up

The party responsible for an environmental incident (to include the overflowing or spilling of fuel, oil, lubricants, grease, dope, paint, varnish, lacquer, solvent, acid, or other Hazardous Materials) is responsible for: the immediate mitigation and cleanup of the overflow or spill, proper disposal of the substance(s) and used cleanup materials, immediate notification of the Fire Department and the Authority, and assumption of the risk and expense of cleanup and mitigation efforts.

In the event the Authority determines the responsible party is unavailable, unable, or unwilling to take the appropriate action to mitigate the adverse environmental incident in a timely manner (at the responsible party's risk, cost, and expense), the Authority may act as necessary to control and/or clean up the site at the risk, cost, and expense of the responsible party, without liability to the Authority.

Hazardous Materials Overflow or Spills – In the event a Hazardous Materials overflow or spill occurs, regardless of the amount of the overflow or spill, the responsible party shall take appropriate action to contain the overflow or spill, notify the Fire Department and other appropriate Agencies and clean up, mitigate, and remediate the site. The use of deicing fluids is exempt when such use complies with federal, state, and local statutes and ordinances pertaining to the deicing of aircraft and/or paved surfaces (e.g., Runways, Taxiways, Taxilanes, or Ramp).

The following procedures shall be followed in the event of a Hazardous Materials overflow or spill unless otherwise required under an approved SPCC Plan or instructed by the Authority or the Fire Department.

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Minor Hazardous Materials Overflow or Spills are defined as overflows or spills of less than five gallons which do not compromise public safety. The responsible party shall:

- Stop the source of the spill immediately.
- Contain the spill with appropriate absorbent material(s).
- Block all stormwater drains in the immediate area to prevent the spill from flowing into the drain(s).
- Contact the Authority.

Major Hazardous Materials Overflow or Spills are defined as overflows or spills in excess of five gallons (or which compromises public safety), but less than 25 gallons or any spill causing an immediate threat to public safety. In addition to following all the procedures in the Minor Hazardous Materials Overflow or Spill response, the responsible party shall:

- Determine the threat to the immediate public and make any arrangements to secure the safety of the immediate public (e.g., evacuation).
- Assess the damage to land and/or ground water in conjunction with the Authority.
- Provide a written summary of the spill to the Authority within 24 hours of the spill.

Serious Hazardous Materials Overflow or Spills are defined as overflows or spills in excess of 25 gallons or which may pose a serious threat to the public safety. In addition to following all the procedures in the Minor and Major Hazardous Materials Overflow or Spill response, the responsible party shall:

- Provide a detailed written summary of the spill to the Authority within five business days of the spill which shall also identify the measures which the responsible party will take to eliminate the potential for such a spill in the future.

Entities with fueling capability or responsibility for maintenance of fuel systems shall have on hand sufficient: (a) containment booms to form a barrier around the spill and (b) sufficient absorbent material(s), booms, blankets, pads, pillows, and other clean-up materials available to pick up the spilled product and store it in a sealed container(s) until proper disposal can be made. Salvage drum(s) shall be approved by the Department of Transportation (DOT) (DOT-E-10102).

2.20. Painting

Doping, painting, or paint stripping shall only be performed in those facilities specifically approved for such activities and in accordance with the Arkansas Fire Protection Code and in full compliance with the Authority's SWPPP, the SPCC Plan, the Authority's directives, and applicable federal, state, and local statutes and ordinances.

2.21. Emergency Conditions

Emergency conditions shall not mitigate or cancel these Rules and Regulations. Emergency directives or procedures may be issued at the discretion of the Director.

2.22. Special Events

Any person or entity desiring to conduct a Special Event at the Airport shall complete and submit the Special Event Permit Application to the Authority along with prior payment of all applicable fees paid to the Authority and any other Agency having jurisdiction. The entity shall receive a signed and approved Special Event Permit from the Authority prior to conducting the Special Event. Special event attendees shall remain clear of Airport operations, aircraft, active Taxiways, Runways, and other areas designated by the Director.

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2.23. Skydive/Parachute Jumping

Unless conducted by an approved Skydiving Operator at the Airport, no person shall skydive/parachute jump onto the Airport without the prior written permission of the Director. Skydive/parachute landings shall only occur at an Authority approved and designated Drop Zone. Skydive/Parachute operations shall be conducted in conformance with Advisory Circular (AC) 105-2E "Sport Parachuting" (as amended), and the most current version of the Skydiver's Information Manual published by the United States Parachute Association (USPA).

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3. AIRCRAFT

3.1. Statutes and Ordinances

Aeronautical Activities shall conform to 14 Code of Federal Regulations (CFR), these Rules and Regulations, the directives of the Director, or Air Traffic Control (ATC) personnel.

3.2. Based Aircraft Registration

Based Aircraft must be registered with the Authority or through an authorized Fixed Base Operator (FBO) or Specialized Aviation Service Operator (SASO) where the aircraft is based. Registration information shall include the following:

- Aircraft make, model, registration number, and maximum gross landing weight.
- Aircraft Owner's and Aircraft Operator's (if different) name, address, and phone number.
  - If more than one person or entity owns and/or operates the aircraft, the name, address, and phone number of all Aircraft Owners and Aircraft Operators shall be provided.
- A Certificate of Insurance identifying the applicable insurance coverages and amounts required by the Authority.
  - Aircraft Owner and/or Aircraft Operator shall procure, maintain, and pay all premiums and carry and keep policy in full force and effect throughout the registration period for the applicable insurance coverages.
  - Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancelation for non-payment of premium, by certified mail, return receipt requested, has been given to the Authority.
  - The insurance company or companies underwriting the required policy shall be authorized to write such insurance in the State of Arkansas (with a Best rating of A or above) or be approved in writing by the Authority.
  - The Authority reserves the right to require more or different types of insurance coverage based on entity's individual risks or exposures.

Entities responsible for Based Aircraft must have a lease or license agreement with either the Authority or an authorized FBO or SASO.

3.3. Non-Airworthy Aircraft

Only aircraft considered airworthy or with a special flight authorization by the FAA and military aircraft shall use the Airport for aircraft parking, staging, or storage. Consistent with 14 CFR Chapter I [Docket No. FAA 2014–0463] FAA *Policy on the Non-Aeronautical Use of Airport Hangars*, as amended, non-airworthy aircraft (including Non-Commercial construction of amateur-built or kit-built aircraft in compliance with construction progress benchmarks) may undergo long-term major renovation or restoration as long as the aircraft is stored in a Hangar approved for such Aircraft Maintenance or as otherwise previously authorized in writing by the Director.

- Aircraft Owner or Aircraft Operator shall remove non-airworthy aircraft from the Airport within 90 days of becoming non-airworthy unless otherwise previously authorized in writing by the Director.

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- If Aircraft Owner or Aircraft Operator is unknown or cannot be located, the Director shall conspicuously post and affix such written notice to the aircraft and after 30 calendar days, the aircraft will be deemed abandoned in accordance with Section 3.4 of these Rules and Regulations.

3.4. Disabled and Abandoned Aircraft

Aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt removal of disabled aircraft and any part thereof from a Movement Area, unless otherwise required or directed by the Authority, FAA, National Transportation Safety Board (NTSB), or Agency having jurisdiction.

Abandoning an aircraft on the Airport is prohibited.

- An aircraft shall be considered Abandoned if the Aircraft Owner or Aircraft Operator (1) has not paid in full applicable rents or fees to the Authority or an authorized Fixed Based Operator (FBO) or Specialized Aviation Service Operator (SASO) for a period greater than 90 calendar days, (2) has not responded to written notification from or on behalf of the Authority, by certified or registered mail, and/or (3) aircraft does not have a current and valid registration with the FAA (or similar agency of a foreign country).

In the event the Authority determines the Aircraft Owner or Aircraft Operator is unavailable, unable, or unwilling to remove a non-airworthy, disabled, or Abandoned aircraft in a timely manner (at Aircraft Operator's risk, cost, and expense), the aircraft may be impounded by the Authority at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator, without liability to the Authority.

- Once an aircraft is impounded by the Authority, the Authority shall charge reasonable impoundment fees and thereafter publish a notice of intent to remove the aircraft in the legal organ of Miller County, Arkansas.
- The Aircraft Owner or Aircraft Operator may claim the aircraft by responding to the Authority in writing, paying the impoundment fees in full, and promptly removing the aircraft from the Airport.
    - If the aircraft is not claimed within 90 calendar days by the Aircraft Owner or Aircraft Operator, the Authority shall dispose of aircraft in accordance with federal, state, and local statutes and ordinances.
- The Authority shall retain any surplus arising from the sale of the aircraft after expenses, incurred by the Authority in connection with the aircraft, have been paid.
- The Authority may assess and recover from the Aircraft Owner or Aircraft Operator all applicable rents and fees, impoundment charges, and other related expenses including reasonable attorney fees incurred by the Authority in connection the enforcement of these provisions.

3.5. Airport Hours of Operation

The public use aeronautical areas (Runways, Taxiways, and supporting infrastructure) of the Airport are available for use 24 hours per day, 7 days per week, unless closed by Notice to Air Missions (NOTAM).

3.6. Accidents and Incidents

Any person involved in an Aircraft Accident or Aircraft Incident shall make a full and complete report to the appropriate Agencies in a timely manner and provide a copy to the Authority, complete any additional required forms and/or reports, and comply with NTSB Regulations Part 830.

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- The report to the Authority shall include copies of any forms, reports, and/or documentation provided to the NTSB, FAA, or other Agencies having jurisdiction.

Aircraft involved in an Accident may not be removed from the scene of the Accident until authorized by the Authority who shall receive authorization from the FAA, NTSB, or Agencies having jurisdiction, as applicable. Once authorization to remove the aircraft has been issued, the Aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt removal of the aircraft (and any parts) to a designated area and the clean-up, repair, and restoration of any damage caused to Airport facilities and any associated costs.

3.7. Prohibiting Use of the Airport

The Director shall have the right at any time to close or restrict use of the Airport or any portion thereof to aircraft operations (except for an emergency operation) or deny the use of the Airport to any entity when the Director considers such actions to be necessary and desirable in the interest of safety or security.

- The Director, the FAA, or ATC may issue or cancel a NOTAM to close or open the Airport (or any portion thereof) or to restrict or terminate any activity at the Airport.
- Under no circumstance shall an authorized Airport closure or restriction constitute grounds for reimbursement of any expense, loss of revenue, or damage which may be incurred by any entity.

3.8. Maintenance

Aircraft Maintenance, including aircraft painting or paint stripping, may only be performed within Hangars, buildings or those areas specifically designated by the Authority and shall be limited solely to that specifically permitted by the type rating established by Building and Fire Codes, and then, only in compliance with the instructions of the Authority and the orders of the Fire Department.

Aircraft Line Maintenance may be performed on aircraft owned or operated by passenger or cargo Air Carriers on the Air Carrier Ramp if the aircraft is disabled and cannot be moved into a Hangar or if a Hangar of sufficient size to accommodate the aircraft does not exist at the Airport.

3.9. Cleaning

Aircraft cleaning shall only be performed in full and complete compliance with the Authority's SWPPP. Aircraft cleaning, which creates runoff, shall be approved by the Authority. Requests for permission shall be submitted in writing and include the name of the Aircraft Operator, location, time and duration, entity conducting aircraft cleaning, description of methods and materials to be used, and methods utilized to contain contaminated materials resulting from the activity.

When non-biodegradable soap, solvents, and/or degreasers are used for aircraft cleaning, all residual fluids (cleaning byproducts) must flow to an oil/water separator, be removed from the Airport, and/or be disposed of in accordance with federal, state, and local statutes and ordinances.

3.10. Deicing

Aircraft deicing (the removal of snow and/or ice with chemical substances) shall only be accomplished in full compliance with the Authority's SWPPP and at location(s) specified and permitted by the Authority.

3.11. Engine Operation

Aircraft engine Runups are not permitted between the hours of 10:00 p.m. and 6:00 a.m. except for Runups required in preparation for aircraft departure or conducted in approved maintenance Runup facilities. Engine Runups are prohibited in Non-Movement Areas or on the Air Carrier Ramp(s).

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- Aircraft engines shall not be started within any structure.
- Aircraft controls shall be attended while aircraft engine(s) are operating.
- Propeller, engine, and exhaust noises shall be kept to a minimum.

Any person operating an aircraft engine in an area which is accessible to the public shall be alert and take precautions to protect the public from potential hazards resulting from such operations. Starting an aircraft engine when flammable liquid is on the ground in the immediate vicinity of the aircraft is prohibited.

3.12. Parking and Storage

Aircraft shall be parked in such a manner as to be completely contained within the parking or Tiedown space and shall not be positioned in such a manner so as to block a Taxiway or Taxilane, or obstruct access to Hangars, parked or staged aircraft, parked or staged vehicles, equipment, gates, or fuel storage facilities.

Unless utilizing the Airport identified general parking areas on a Leased Premises or otherwise provided in an Agreement, no person shall use any area for the parking, staging, and storage of aircraft, without prior written permission of the Authority.

- In the event a person uses any area for aircraft parking, staging, or storage not in compliance with the preceding provision, the Authority may remove and store the aircraft at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator without liability to the Authority

Aircraft Operators shall ensure aircraft are properly secured, as set forth in AC 20-35 "Tiedown Sense" (as amended), when parked and/or stored.

- Moored lighter-than-air aircraft shall have at least one person monitoring the safety of the mooring for the duration of the mooring.

Upon request of the Authority for the purpose of safe, orderly, and efficient operation and use of the Airport, the Aircraft Owner or Aircraft Operator shall move the aircraft to a location and/or position identified by the Director. In the event the Aircraft Owner or Aircraft Operator is unavailable, unable, or unwilling, the Director may move the aircraft at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator without liability to the Authority.

3.13. Aircraft Security

In the event the type, use, or condition of an aircraft requires that security be obtained, provided, and/or maintained, the Aircraft Owner or Aircraft Operator shall be responsible for such security and may only provide (and/or arrange for) such security after notifying the Authority. Security measures shall not hinder, delay, or prevent relocation or removal of aircraft at the direction of the Authority.

- No person shall interfere or tamper with any aircraft in contradiction to these Rules and Regulations without the Aircraft Owner's or Aircraft Operator's permission.

3.14. Aircraft Operations

Operating an aircraft in a careless, negligent, or reckless manner which endangers or is likely to endanger persons or Property is prohibited. Aircraft Operators shall obey all pavement markings signage, and lighted signals unless instructed otherwise by ATC or by written notification of the Authority or NOTAM.

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- Aircraft radio transmissions, if not for maintenance purposes, are prohibited while an aircraft is inside a Hangar. Testing of an aircraft radar on the ground requires prior permission of the Authority.

The starting, positioning, or taxiing of aircraft shall be done in such a manner to avoid generating propeller or engine blast which may endanger persons or damage Property. It may be necessary to tow the aircraft to a location or position at the Airport where the propeller or engine blast will not endanger persons or damage Property when the engines are started or operated.

Aircraft shall not land, takeoff, taxi, park, or be staged in any area that has been restricted to a maximum weight bearing capacity of less than the maximum weight of the aircraft or on any closed Runway or Taxiway, unless authorized in writing by the Authority or due to an emergency.

- It shall be the Aircraft Operator's responsibility to repair any damage caused by excessive weight and/or other operations.

3.15. Taxiing and Towing Operations

Aircraft shall not be taxied until the Aircraft Operator has determined (by visually inspecting the area) there shall be no danger of collision with any person or Property.

- Aircraft shall not be taxied into, out of, or within any structure.

Aircraft being taxied shall have a person at the controls of the aircraft who shall monitor the radio transmitting frequency in use by ATC or CTAF when ATC is not in operation at the Airport if the aircraft is equipped with a radio and the radio is functional.

Taxiing aircraft shall yield the right-of-way to Emergency Vehicles, equipment, or aircraft unless otherwise directed by written notice of the Authority. Aircraft Operators shall not taxi at a speed greater than is reasonable and prudent under the conditions that exist with regard for actual and potential hazards and other aircraft so as not to endanger persons or Property.

Aircraft shall only be taxied or towed in areas normally used for operation of aircraft unless prior written approval has been provided by the Authority.

3.16. Rotorcraft Operations

Rotorcraft shall park or operate only in Movement Areas, aircraft parking areas, or areas designated by the Authority for rotorcraft operations. Rotorcraft shall not be operated within 50 feet of any structure or fuel storage facility. Rotorcraft shall not be operated within 200 feet of any area where Light Aircraft are parked or operating. Rotorcraft rotors must be stopped during fueling operations.

3.17. Balloon Operations

Prior to entering the AOA, all balloon operators shall register the intended flight with the Director and be familiar with the Airport.

Use of a handheld transceiver radio monitoring the radio transmitting frequency in use by ATC or CTAF when ATC is not in operation at the Airport.

During balloon inflation, care shall be taken to avoid blocking roadways, Taxiways or interfering with Airport operations. Landing balloons on Runway is prohibited except in the event of an emergency.

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3.18. Noise Abatement Procedures

Consistent with the Aircraft Operator's responsibility for complying with 14 CFR, the instructions of ATC personnel, and the operating parameters of the aircraft as set forth by the aircraft manufacturer, Aircraft Operators are requested to use procedures which minimize the noise impact on surrounding areas.

3.19. Restricted Activities

Aircraft Operators shall receive prior written approval from the Director before engaging in any of the following activities and shall conduct these activities in accordance with specific requirements stipulated by the Authority:

- Use of motorless aircraft – the landing upon or towing of gliders and other certificated motorless aircraft.
- Use of ultralight vehicles – the landing or taking off of ultralight vehicles unless approved in writing by the Director.
- First flight or test flights after major airframe and/or powerplant modifications.
- Use of lighter-than-air aircraft – the landing or taking off of airships, dirigibles, blimps, balloons, and other certificated lighter-than-air aircraft which utilize gasses or hot air to provide lift.
- Banner or glider towing – the landing or taking off of aircraft which tow banners, gliders, or other devices.
- Sky diving, parachuting, or powered parachute operations. Skydive/Parachute operations shall be conducted in conformance with AC 105-2E "Sport Parachuting" (as amended), and the most current version of the Skydiver's Information Manual published by the United States Parachute Association (USPA).
- Operation of model aircraft.
- Operators of unmanned aerial vehicle (UAV), unmanned aircraft system (UAS), or model aircraft shall comply with all applicable federal, state, and local statutes and ordinances (including 49 CFR Part 107). This may include, but is not necessarily limited to, notifying and obtaining written permission from the Director to fly UAV, UAS, or model aircraft within the Airport's protected airspace.
- Operation of aircraft with a maximum certificated takeoff weight in excess of the published weight bearing capacity for the Runway(s) and/or Taxiway(s).
- Agricultural spraying.
- Transportation of Hazardous Materials – landing or taking off with flammable, explosive, or corrosive materials, except those which are carried aboard (and necessary) for the operation of the aircraft or use by crewmembers or passengers. All shipments of Hazardous Materials shall comply with regulations established in 49 CFR Parts 100-199 and federal, state, and local statutes and ordinances governing such shipments. Hazmat and Aircraft Rescue and Fire Fighting equipment and trained personnel will be required for this type of operation as a precautionary measure. Costs associated with trained hazmat personnel and related equipment shall be borne solely and completely by the Aircraft Operator.

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3.20. Fees

Aircraft shall not land or takeoff unless the Aircraft Owner or Aircraft Operator has paid the fees which may be established and assessed by the Authority unless exempt by Agreement.

- Aircraft that may be exempt from Authority fees include aircraft owned and/or operated by the United States of America, military forces of the United States of America, and foreign military forces in support of allied military operations that do not utilize the Airport significantly (as defined by the FAA).

The Authority shall have the authority to detain any aircraft for non-payment of any fees.

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4. PASSENGER TERMINAL BUILDING

4.1. Public Address System

Only those types of public address systems that are commonly employed to announce the arrival and departure of scheduled aircraft or other information relevant to the operation of the Airport shall be permitted for use in the Passenger Terminal Building.

- No person shall use or cause to be used the public-address system for the solicitation of business.
- The public-address system shall only be used in accordance with individual Agreements.

4.2. Vending Machines (Concessions)

Vending machines for the sale of goods, unless approved by Agreement, shall not be permitted in the Public Areas of the Passenger Terminal Building.

4.3. Smoking and Vaping

Smoking and vaping are prohibited in the Passenger Terminal Building and within 20 feet of the main entrances, exits, operable windows, or ventilation system intakes. Cigarette/cigar butts, matches, and lighters must be disposed in fireproof waste receptacles.

4.4. Locks and Keys

The Authority will provide all initial door locks (and keys) and/or access media to authorized individuals for access to the Passenger Terminal Building and for each Leased Premises, at the expense of the Authority. All subsequent lock changes or lost key replacements requested by the Lessee, if approved by the Authority, shall be completed by the Authority at the Lessee's sole cost and expense.

- Duplicate keys shall not be made and additional locks shall not be placed in or on the Leased Premises without prior written authorization by the Authority.

4.5. Premises

Premises and adjacent areas shall be kept clean and free from rubbish. Corridor doors when not in use shall be closed. No debris, trash, dirt, dust, or other like material shall be swept or thrown into corridors, hallways, or stairwells.

- In the event infestation occurs of insects or animals, the Lessee shall take immediate action utilizing licensed eradication methods (if the responsibility of the Lessee through Agreement).
- In the event the Lessee is unable to take immediate action, the Authority may take appropriate action and shall have the right to collect the expense of such action for the Lessee (if the responsibility of the Lessee through Agreement).

No area of the Passenger Terminal Building shall be used for storage of equipment, fixtures, or cargo without prior authorization of the Authority. All decorations at ticket counters and gate areas are prohibited without prior written authorization from the Authority. Any damage to Airport facilities as a result of the application of decorations may be charged to the Lessee as additional rent or cost recovery. Lessees shall not erect, install, or otherwise maintain any aerials, transmitters, or antenna without prior written authorization from the Authority.

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4.6. Baggage Conveyor System and Unclaimed Baggage

No person shall ride, walk, sit, or stand on the baggage conveyor system (or any portion thereof) and no unauthorized items shall be placed on the baggage conveyor system. Entities responsible for operating and loading the baggage conveyor system shall be responsible for unloading all unclaimed baggage.

4.7. Airline Operations

Passengers shall not be permitted to enplane or deplane an aircraft except in the presence of and only after receiving express permission from authorized personnel. Aircraft must only be enplaned or deplaned in designated areas unless prior permission by the Authority has been obtained. Authorized personnel must escort and safely channel passengers through established routes to and from the aircraft.

Gate Usage and Assignments – Aircraft gates are pre-assigned or allocated for common use and reserved for scheduled commercial, commuter, and approved contract Air Carrier aircraft only.

- Gates may only be used by the entity with an Agreement. An entity authorizing use of a gate to another entity assumes full responsibility and must ensure usage is in accordance with the Agreement.

It is the responsibility of flight and ground employees to ensure aircraft are taxied to and from gate positions or parking locations without injuring or damaging any persons, equipment, building, other aircraft, or any Property. All ground handling entities shall submit a Charter Flight Advisory form to the Director at least 48 hours prior to the operation.

The assignment of Remain Overnight (RON) Air Carrier aircraft parking positions will be conducted by the Authority.

4.8. Engine Operation

Power back and power out procedures are prohibited without prior authorization from the Authority.

Use of auxiliary power units (APU) or ground power units (GPU) shall be kept at a minimum. Operators shall use bridge power whenever possible.

Engine cross bleed shall not be started until the aircraft is positioned on the Taxiway/Taxilane centerline and the ground crew confirms procedure can be initiated without adverse impact on other aircraft, vehicles, or personnel.

4.9. Ground Support Equipment

Ground support equipment (including, but not limited to, chocks, air stairs, etc.) shall not be stored outside the boundaries of the Leased Premises or designated area by the Authority. Lavatory service equipment shall be well maintained and compatible with the waste receptacles provided by the Authority. All Ramp scrubbing shall be accomplished through use of approved vacuum type scrubbers and the wastewater shall be disposed of in compliance with federal, state, and local statutes and ordinances. All spillage of lavatory waste shall be immediately cleaned by the responsible party.

4.10. Music in Passenger Terminal Building

No person may perform any live music without prior written authorization from the Director.

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5. VEHICLES

5.1. Statutes and Ordinances

All Vehicle Operators shall comply with the State of Arkansas code, these Rules and Regulations, directives issued by the Director, and the orders of the Police Department and Law Enforcement Officers.

5.2. Licensing and Permit

Except for vehicles which are exclusively used on the AOA, all vehicles shall meet licensing and registration requirements. Vehicle Operators must have a valid license and evidence of insurance as required by state and local statutes and ordinances, including those vehicles operated exclusively on the AOA.

Vehicle Operators who desire to operate on the AOA are required to successfully complete an Authority training program and shall possess an Airport Badge prior to operating a vehicle with an Authority approved hang tag on the AOA.

5.3. Equipment

Vehicles shall not be operated at the Airport unless the vehicle is in sound mechanical order, has adequate lights, horn, and brakes, and provides clear and unobstructed visibility from the driver's position. Trailers and semi-trailers are not permitted at the Airport unless equipped with lights (or reflectors) on all sides and a proper brakes/braking system. Trailers and semi-trailers shall not be disengaged from towing vehicles.

5.4. Operations

Vehicles shall not be operated in a careless, negligent, unsafe, or reckless manner; in disregard of the rights, safety, and security of others; and without due caution and circumspection; or at a speed or in a manner which endangers, or is likely to endanger, persons or Property. Vehicles constructed, equipped, loaded, or maintained (or having attached thereto any object or equipment which drags, swings, or projects) which endangers or is likely to endanger persons or Property is prohibited.

No tank vehicle, truck, or semi-trailer used for the transportation of flammable liquids or Fuel Handling, shall be operated on the AOA unless approved in writing by the Authority.

Vehicles shall not be operated in any Hangar or structure for a prolonged period unless the vehicle exhaust is protected by screens or baffles to prevent the escape of sparks, or the propagation of flame and a vent system exists to prevent exhaust fumes from building up in the Hangar.

Vehicle Operators shall not, after receiving a visual or audible signal from an Authority employee or a Law Enforcement Officer, fail to stop the vehicle being operated, operate the vehicle in disregard of the signal, or interfere with or endanger persons or Property. Vehicle Operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings unless directed otherwise by the Authority or a Law Enforcement Officer.

The operation of vehicles which are overloaded (as defined in the vehicle owner's operation manual) is prohibited.

Persons shall not ride on the running board, in the beds of pickup trucks, ride on the outside of a vehicle, or allow arms or legs to protrude from a vehicle except for Emergency Vehicles that are designed specifically for such operations. Vehicle Operators shall yield the right of way to aircraft, Emergency Vehicles, and pedestrians.

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Vehicles shall not be operated in such a manner as to create a hazard or interfere with the safe and secure operation of the aircraft.

- Vehicles, except Emergency Vehicles responding to an emergency, shall not overtake or pass in front of a moving aircraft.
- Vehicles shall come no closer than 50 feet to a taxiing aircraft and shall pass to the rear of taxiing aircraft.
- Vehicles shall not pass closer than 20 feet from any wing or tail section of a parked or staged aircraft where practical.

Vehicles used for hauling trash, dirt, or any loose material(s) shall be operated in such a fashion as to prevent the contents from dropping, leaking, or otherwise escaping including, at a minimum, covering the load.

Airside and Landside Speed Limits

Safe Speed – Vehicles shall not be operated at a speed greater than is reasonable and prudent under prevailing conditions and/or in a manner that endangers persons or Property.

Minimum Speed – Vehicles shall not be operated at such a slow speed as to impede or block traffic, except necessary for safety or in compliance with state and local statutes and ordinances.

Maximum Speed – Vehicles, except Emergency Vehicles or equipment responding to an emergency, shall not be operated in excess of the posted speed limits or in excess of any speed stipulated in these Rules and Regulations. In areas where signs, markers, or devices are not used or posted, the speed limit shall be:

Maximum Speed (miles per hour)	
Airside	10
Landside	15

Tugs (Towing Vehicles and Related Equipment)

Positive locking couplings are required for all towing vehicles and related equipment. Aircraft towing vehicles and related equipment shall be returned to designated parking or staging areas immediately following unloading.

5.5. Access Gate Security

Vehicle Operators shall stop and ensure the gate is fully closed before proceeding and shall also ensure that no unauthorized vehicles or persons gain access to the Airport while the gate is in operation. If the gate fails to close or the Vehicle Operator cannot prevent such access, the Vehicle Operator shall immediately contact the Authority at 870-724-2171 or "911".

5.6. Air Operations Area

Vehicles on the AOA may only be operated by persons with a proper and current Airport Badge and displaying an Authority hang tag.

Vehicle Operators using the AOA on an irregular basis must be escorted by an authorized Vehicle Operator or obtain permission from the Authority in writing and shall proceed directly to the Vehicle Operator's destination on the Airport without entering the Movement Area. The Authority may restrict

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vehicles to a certain area(s) of the AOA. Such restrictions may prohibit vehicle operations outside the designated area(s).

The recreational use of motorhomes, mini-bikes, dirt bikes, all-terrain vehicles, go-carts, roller blades, skateboards, bicycles, unicycles, or other similar devices is not permitted on the AOA without the prior written permission from the Authority.

5.7. Movement Area

No vehicle shall enter the Movement Area without prior approval of the Director. Unless otherwise provided herein, or approved in advance by the Director, coordination and two-way radio communications with ATC (when in operation) and an Airport escort is required prior to entering the Movement Area.

Vehicles routinely using the Movement Area shall be painted and/or properly marked in a manner approved by the Authority. No person shall take or drive any vehicle on the Movement Area unless permission has been granted in an Agreement or obtained in writing, in advance, from the Authority.

- Vehicle Operators having access to the Movement Area shall comply with the Letter of Agreement between the Authority and ATC regarding Airport Surface Traffic Procedures. Vehicle Operators shall obtain clearance from ATC and ensure that no aircraft is approaching prior to entering the Movement Area.

Vehicles operating on the Movement Area on a regular basis shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies (ranging from 108.00 MHz to 136.00 MHz). In the event a vehicle in the Movement Area experiences radio failure, the vehicle must vacate the area utilizing perimeter roadways or other non-controlled routes. If exit via non-controlled route is not possible, the Vehicle Operator shall indicate radio failure by facing the vehicle towards the control tower and flashing the vehicle's headlights or calling the control tower directly at (870) 773-7901.

Vehicles operating on the Movement Area on a regular basis shall be equipped with an approved and fully operational amber (or red for Emergency Vehicles only) rotating beacon on the roof or uppermost point of the vehicle providing a 360-degree view and in compliance with AC 150/5210-5D "Painting, Marking and Lighting of Vehicles Used on an Airport" (as amended). The beacon shall be activated and remain in operation by the Vehicle Operator prior to entering the Movement Area.

Vehicles other than those that routinely traverse any portion of the AOA under the control of ATC, which are not escorted by an Authority vehicle in constant two-way radio communication with ATC and properly equipped and authorized to operate in the AOA, must be provided with a flag on a staff attached to the vehicle so that the flag will be readily visible.

Vehicle Operators operating in the Movement Area must be conversant with standard colored light signals, regardless of whether or not the vehicle is radio equipped.

- Steady Green – Cleared to cross, proceed, or go
- Steady Red – Stop
- Flashing Red – Clear the Runway/Taxiway
- Flashing White – Return to starting point on the Airport
- Alternating Red and Green – Exercise extreme caution

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5.8. Accidents Involving Vehicles

A Vehicle Operator involved in an Accident resulting in any injury, death, or damage to Property shall stop at the scene (or as close as possible to the scene without creating a safety hazard) and immediately call "911". The Vehicle Operator (and the vehicle) must remain at the scene until the Police Department, Law Enforcement Officers, and/or the Fire Department take a full report.

5.9. Cleaning and Maintenance

Vehicles shall not be cleaned and/or maintained on the Airport, except for minor repairs which are necessary to remove such vehicles from the Airport or in designated areas approved in writing by the Authority.

5.10. Parking or Stopping

Vehicles shall be parked only in designated areas unless otherwise authorized in writing by the Authority. Vehicles shall not be parked or stopped in a manner that obstructs aircraft, vehicles, or pedestrians; within 15 feet of a fire hydrant or within a fire lane within 6 feet of either side of a security fence; and in violation with applicable signage and postings.

Vehicles, other than those loading and unloading aircraft, shall not stop for any purpose other than in the areas specifically designated for loading, unloading, parking, and/or staging and only in the manner prescribed by signs, painted markings, or other means. Displaying vehicles and/or equipment for sale, lease, or rent at the Airport is prohibited unless previously authorized in writing by the Authority.

- Parallel parking along the perimeter of the vehicle parking area shall be prohibited.
- Parking in designated public parking areas is open to any person using the Airport.

Employees of Operators, Lessees, or Sublessees may park Private Vehicles in the employee parking areas designated by the Authority. Vehicles parked in a designated employee parking area must have a valid parking permit or pass, if so required, attached to the front windshield or mirror of the registered vehicle.

All service vehicles or equipment (including utility companies, delivery companies, government owned/operated, etc.) shall park in specially reserved and marked areas or other areas designated by the Authority.

Aircraft Operators may park vehicles which are fully operational, completely functional and properly permitted by the Authority inside the Hangar or outside the Hangar (but only in designated parking areas) while the Based Aircraft in the Hangar is gone.

- Vehicles parked outside of a Hangar more than 30 calendar days without prior written notification to the Authority shall be considered Abandoned and the Authority may take whatever action is deemed appropriate to remove and/or dispose of the vehicle. Such action shall be at the Vehicle Operator's risk, cost, and expense and without any liability to the Authority.
- Vehicles may not be parked on Tiedown areas.
- Abandoning a vehicle anywhere on the Airport, including on Leased Premises, is prohibited. A vehicle shall be considered Abandoned if it is of unknown ownership or parked in an undesignated area.

Unless approved in writing by the Director, boats, rafts, jet skis, snow mobiles, dune buggies, dirt bikes, all-terrain vehicles, race cars, recreational vehicles, trailers, and other similar vehicles may not be parked or stored in a Hangar or anywhere else on the Airport.

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The Authority may boot, tow, or otherwise remove any vehicle which is disabled or parked in violation of these Rules and Regulations (or if the vehicle creates a safety or security hazard or interferes with Airport operations) at the vehicle owner or Vehicle Operator's risk, cost, and expense and without any liability to the Authority.

5.11. Fees and Permits

Vehicles shall not be parked in any public parking area unless the vehicle owner or Vehicle Operator pays the fees which may be established and assessed from time to time by the Authority unless the vehicle owner or Vehicle Operator is exempt from payment as may be stipulated in an Agreement with the Authority.

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6. COMMERCIAL VEHICLES

6.1. Statutes and Ordinances

Commercial Vehicle Operators shall comply with these Rules and Regulations and applicable federal, state, and local statutes and ordinances (including 49 U.S.C. § 14501).

6.2. Vehicle and Operator Licensing

The Authority may, at the Authority's sole option, require a Commercial Vehicle Operator (CVO) desiring to provide commercial ground transportation services at the Airport to obtain a CVO Permit with the Authority.

6.3. Parking or Stopping

After discharging passengers, each Commercial vehicle shall immediately leave the Airport (not Loiter) or proceed by the most direct route to the designated area for passenger pickup. Commercial vehicles shall not be parked, staged, or stopped in such a manner as to interfere with vehicular or pedestrian traffic, with moving aircraft, moving Refueling Vehicles, Emergency Vehicles, ramp service personnel, pilots and passengers, and pedestrians.

6.4. Operator Conduct and Appearance

CVO shall remain in its vehicle or immediately adjacent to its vehicle except when necessary to use the restroom facilities, vending machines, or obtain flight information in which case, the CVO may be absent from the vehicle (or the immediate vicinity of the vehicle) for no more than five minutes.

- CVO is prohibited from Loitering.

CVO is prohibited from standing inside the Passenger Terminal Building while the Commercial vehicle is in position in the designated area for passenger pickup.

CVO shall not:

- solicit, persuade, or urge any person (by words, gestures, or other form of communication) to use or hire any CVO.
- use offensive, abusive, or obscene language, gestures, or other forms of communication.

CVO shall maintain a professional look and appearance (i.e., clean shirt and pants, shoes, and socks). CVO shall conduct themselves in a courteous and professional manner and treat members of the traveling public with the utmost respect.

6.5. Passenger Loading or Unloading

CVO shall only receive passengers for hire in an area designated by the Authority following authorized procedures. CVO may not refuse a passenger for any reason unless stipulated herein.

- CVO may refuse service if the CVO has been dispatched on another call or if passenger(s) appear to be intoxicated or under the influence of drugs or alcohol or is disorderly.

Nothing in these Rules and Regulations shall be construed to prevent a passenger from boarding the Commercial vehicle of the passenger's choice. CVO shall be trained and provide transportation services for disabled or handicap passengers.

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6.6. Commercial Vehicle Operations

CVO shall use the most direct available route on all trips unless otherwise specifically requested by the passenger. CVO shall provide a receipt identifying the amount paid, persons' name, vehicle license number, and Authority CVO number to the passenger.

6.7. Commercial Vehicle Equipment and Condition

All Commercial vehicles shall be kept in good operating condition and appearance. Each Commercial vehicle shall be subject to inspection by the Authority at any time to determine compliance with these Rules and Regulations.

- Failure to pass any portion of the inspection may result in the Commercial vehicle being prohibited from picking up and/or dropping off passengers until the discrepancies have been corrected to the satisfaction of the Authority.

If Commercial vehicle is required to have a taximeter, CVO shall ensure the taximeter is in proper recording position and visible to all passengers as well as a meter light burning during the hours of darkness.

6.8. Fees

Nothing in these Rules and Regulations shall be construed as granting any CVO the right to operate at the Airport without first obtaining written authorization from the Authority.

6.9. Complaints

CVO shall respond fully in writing and/or as otherwise requested by the Authority within 14 calendar days to any written customer compliant to or from the Airport and shall assist the Authority to investigate and resolve customer complaints. CVO shall respond fully in writing and/or as otherwise requested by the Authority within 14 calendar days to any inquiry by the Authority.

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7. TENANT

7.1. Introduction

Tenant used herein refers to any person, Association, and/or entity that has entered into an agreement with either the Authority or an Operator to occupy land and/or improvements (Leased Premises) at the Airport.

7.2. Security

All gates, chains, doors, fences, lighting, locks, and all other safeguards which are part of the Leased Premises or have been installed by the Tenant must be continually and conscientiously maintained by the Tenant and kept in working conditions. Gates or doors which provide access to a Restricted Area through Leased Premises must remain closed, locked, and secured except when in use. Perimeter fencing and associated doors, gates, lighting, and locks will be maintained by the Authority.

Active logs of keys, Airport Badges, access cards, and other media issued (and to whom issued) which allow access to the Leased Premises must be maintained. The log shall be made available to the Authority upon request. Any lost or stolen keys, Airport Badges, access cards, or other media shall be reported to the Authority immediately. All applicable reporting requirements must be fully complied with as established by the Authority, FAA, Department of Homeland Security (DHS), TSA (if applicable), and any other Agency having jurisdiction. Objects which could facilitate unauthorized access to a Restricted Area shall not be located within six feet of the Airport perimeter fence or any other distance which may facilitate unauthorized access.

7.3. Construction or Alteration of Improvements

Any construction or alteration of an Improvement on the Leased Premises shall be performed in compliance with the Authority's Minimum Construction Standards, FAA Advisory Circulars, FAA Form 7460-1 *Notice of Proposed Construction or Alteration*, or local building codes.

7.4. Maintenance of Premises

Leased Premises (including all related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, oil/water separators, and security improvements) shall be:

- kept free from all fire, safety, and security hazards,
- kept free and clear of snow as much as practicable,
- maintained in a clean, neat, orderly, and fully operational condition consistent with best practices and equal or better in appearance and character to other similar Improvements at the Airport, normal wear and tear expected, and
- maintained in a condition of repair and maintenance in accordance with the Agreement.

Tenants shall be fully responsible for and replace, or in the Authority's sole discretion, reimburse the Authority for all damage to facilities, equipment, Property, related appurtenances, and all other Improvements at the Airport caused by Tenant or its employees, agents, customers, visitors, suppliers, or persons with whom Tenant does business.

Tenants shall provide all necessary cleaning services for the Leased Premises, including janitorial and custodial services, trash removal services, removal of foreign objects debris, removal of spent oils or other fluids, cleaning of oil/water separators, and any related services necessary to maintain the Improvements in a good, clean, neat, orderly, and fully operational condition consistent with best practices, normal wear and tear expected. Facilities (including Hangar floors) shall be kept clean and clear of the accumulation of fuel, oil, grease, flammable liquids, rags, trash, or other waste materials.

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- The use of volatile or flammable solvents for cleaning floors is prohibited.

Facades of all buildings and structures shall be kept in good repair, condition, and appearance at all times. Failure to properly maintain the Leased Premises (including failure to maintain the Leased Premises within the period stipulated in the Agreement or failure to maintain the Leased Premises within the timeframe stated in any written notice provided by the Authority) may result in the Authority conducting or contracting the maintenance at Tenant's sole cost and expense without liability to the Authority.

7.5. Fire Prevention

Tenants shall be responsible to ensure fire prevention practices and/or procedures are followed and comply with the Arkansas Fire Protection Code and all fire codes, regulations, or directives issued by the Fire Department and/or the Authority.

Employees conducting Fuel Handling must receive fire prevention training and instruction in accordance with an FAA Approved Part 139 Fuel Handling Training course immediately upon employment and receive such fire prevention training and instruction annually thereafter.

Proper, appropriate, inspected, certified, and readily accessible fire extinguishers (which are approved by fire underwriters) shall be provided by Tenants.

- Fire extinguishers shall be maintained in accordance with the Arkansas Fire Protection Code.
- A tag showing the date of last inspection (and inspection entity) shall be attached to each fire extinguisher and records. (acceptable by fire underwriters) shall be maintained identifying the status of each unit.

Tenant shall identify and provide contact information to the Fire Department for a responsible person and secondary contact. Contact information shall include the name of each individual and a daytime and after-hours telephone numbers.

7.6. Heating Equipment

All heating equipment and fuel burning appliances installed or used at the Airport shall comply with all federal, state, and local statutes and ordinances (as applicable) of the Authority, the State of Arkansas, and the Fire Department.

7.7. Aircraft Hangars

The use of Hangars shall conform with all federal, state, and local statutes and ordinances including applicable building codes as well as the Arkansas Fire Protection Code and all fire codes, regulations, or directives issued by the Fire Department and the Authority. Each Hangar shall be equipped with a proper, appropriate, inspected, certified, and readily accessible fire extinguisher that conforms with federal, state, and local statutes and ordinances.

Aircraft Hangars shall only be used for the parking and storage of aircraft and associated aircraft equipment and supplies as approved by the Authority and the Fire Department or as otherwise stipulated in an Agreement. Use of aircraft Hangars shall be subject to the following restrictions:

- Unless otherwise directed by the Authority, the use of Hangars shall conform with 14 CFR Chapter I [Docket No. FAA 2014–0463] FAA *Policy on the Non-Aeronautical Use of Airport Hangars*, as amended.

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- Aircraft Hangars shall only be used by the Tenant and its employees, agents, customers, visitors, suppliers, or persons for the parking and storage of Aircraft and associated Aircraft equipment and supplies as approved in writing by the Director and the Fire Department or as otherwise stipulated in an Agreement. All items stored must belong to the Tenant authorized to use the Hangar.
- The pre-flight sumping of fuel systems may only be performed while the aircraft is outside of the Hangar.
- Space heaters may be utilized in Hangars so long as not left unattended while operating and all applicable fire prevention/safety measures are continually observed.
- Oily rags, waste oil, or other materials soiled with petroleum-based products may only be stored in containers with self-closing, tight-fitting lids in accordance with applicable federal, state, and local statutes and ordinances.

Aircraft parked in Hangars shall be parked in a manner to be completely contained in the Hangar and shall not be positioned in such a manner to block a Taxiway or Taxilane, or obstruct access to Hangars, parked or staged aircraft, parked or staged vehicles, doors, gates, or fuel storage facilities except for temporary staging and/or Fuel Handling of such aircraft.

Aircraft Maintenance may be conducted on Tenant's owned Aircraft within Tenant's premises, provided such individuals are permitted to conduct such Aircraft Maintenance in compliance with FAA regulations. Aircraft Maintenance within Hangars shall not include the following, unless expressly approved in writing by the Director:

- Welding
- Cutting
- Open flames and torches
- Servicing any part of a fuel system or transferring fuel

The above list is not intended to represent all Aircraft Maintenance items prohibited within Hangars based on the Building and Fire Codes; but is intended to identify those items that may commonly be performed as part of Aircraft Maintenance. As outlined in the PMCDs, all Activities and uses within Tenant's premises must comply with all applicable federal, state, and local statutes and ordinances.

7.8. Aircraft Tiedowns

Aircraft parked in a Tiedown space shall be parked in a manner to be completely contained in the Tiedown space and shall not be positioned in such a manner to block a Taxiway or Taxilane, or obstruct access to Hangars or Tiedowns, parked or staged aircraft, parked or staged vehicles, doors, gates, or fuel storage facilities except for temporary staging and/or Fuel Handling of such aircraft.

- If performed in full compliance with federal, state, and local statutes and ordinances, preventative Aircraft Maintenance, as defined in 14 CFR Part 43, may be performed on the aircraft listed in the Agreement for the Tiedown space.

7.9. Storage of Materials and Equipment

Materials and equipment shall be stored in such manner as to preclude creating any hazard, obstructing any operation, or littering.

- Storage of materials or equipment, excluding Refueling Vehicles, shall not be permitted outdoors, unless approved in writing by the Authority.

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- Non-hazardous items can be stored in a fully enclosed and secured container on the Leased Premises as long as such storage fully complies with federal, state, and local statutes and ordinances.
- Unless expressly permitted in an existing Agreement or approved in writing by the Authority, the Leased Premises shall not be used to store non-aviation merchandise, supplies, or equipment excluding those items utilized to fulfill the obligations of an Agreement.

Railroad (box or tanker) cars, intermodal containers, or tanker, truck, or flatbed trailers, etc. shall not be stored or used to store any type of materials, vehicles, or equipment without the prior written permission of the Authority.

7.10. Compressed Gases

Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinder(s) or tank(s) being secured.

- Compressed gas cylinders or tanks must have approved, and fully operational pressure relief devices installed.
- Cylinders or tanks not in use shall have an approved transportation safety cap installed.
- Cylinders or tanks shall be stored and maintained in accordance with the Arkansas Fire Protection Code.

7.11. Lubricating Oils

Lubricating oils having a flash point at or above 150 degrees may be stored in Hangars provided the product is stored in the original container and the capacity of the container is less than 55 gallons and the original manufacturer's labeling or marking is on the container (or the product is stored in other suitable containers approved by the Authority and the Fire Department).

Storage of more than 55 gallons of lubricating oil or containers having a capacity of more than 55 gallons require a SPCC Plan be provided to the Authority. Such containers may only be stored in compliance with federal, state, and local statutes and ordinances and consistent with the Authority's SWPPP.

7.12. Right of Entry

The Authority shall have the right of entry at reasonable times for repairs, maintenance, modification, or inspection of all Improvements whether the right of entry is provided for in any Agreement.

- For Improvements owned by the Authority, the Tenant shall provide the Authority with a key capable of gaining access to the facilities, buildings, and Improvements.
- For Improvements owned by the Tenant, the Authority shall provide 48-hours advanced notification.

The Authority and the Fire Department shall have the right of entry to Improvements without advanced notification during emergencies. Emergencies may include, but shall not be limited to, fire, acts of nature, or Hazardous Materials spill or leak, or for the protection of persons or Property.

7.13. Non-Commercial Flying Club

A Non-Commercial Flying Club (Flying Club) is an entity that is legally formed as a non-profit entity with the State of Arkansas, operates on a non-profit basis, and does not hold the Flying Club out to the public as an FBO or SASO. A Flying Club shall conform with FAA Order 5190.6B *Airport Compliance Manual*, Section 10.6 (as amended).

This section does not apply to social flying clubs or groups who do not jointly own or operate aircraft.

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- Each Flying Club member (Member) must have an ownership interest in the Flying Club. The property rights of the Flying Club Owners shall be equal.
- Flying Club shall keep on file and available for review by the Authority, a complete membership list and ownership share held by each member including a record of all members (past and present) with full names, addresses, and the date the membership began and ended.

The Flying Club shall file and keep the following current with the Authority:

- articles of incorporation, copies of bylaws, operating membership agreements, and the location and address of the club's registered office,
- roster of all officers and directors including home and business addresses and telephone numbers, and
- designee responsible for compliance with applicable federal, state, and local statutes and ordinances.

Flying Clubs shall not conduct any Commercial Activity. If the Flying Club is operated for Commercial purposes, the Flying Club shall be required to meet the applicable Minimum Standards for a Commercial Activity.

Members may conduct flight instruction relating to aircraft checkout and/or currency (e.g., flight reviews, instrument proficiency checks, etc.) for other Members. The Non-Commercial Flying Club shall not permit its aircraft to be utilized for flight instruction to any person, including members (Owners), when such person pays or becomes obligated to pay for such flight instruction, except when flight instruction provided by an approved Flight Training Operator on the Airport. The Flying Club may permit its aircraft to be used for flight instruction as long as both the instructor and person receiving instruction are members of the Flying Club, or instruction is given by a Flight Training (as defined in the Minimum Standards) and the person receiving the training is a member of the Flying Club. A flight instructor may receive Compensation for instruction or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.

- Flying Club aircraft shall only be used by Members.

A qualified mechanic who is a Member of the Flying Club may perform maintenance work on aircraft owned by the Flying Club. The mechanic may receive Compensation for such maintenance work or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.

Insurance – Except as otherwise provided for herein, a Non-Commercial Flying Club shall procure, maintain, and pay all premiums throughout the term of Agreement for the insurance minimum coverages and limits required by federal, state, and local statutes and ordinances and set forth below:

- General Liability (Combined Single Limit):
  - Each occurrence – $1,000,000
  - Unlicensed vehicles - $1,000,000
- Vehicular Liability (Combined Single Limit):
  - Each occurrence – $1,000,000
- Aircraft and Passenger Liability (Each Occurrence):
  - Each occurrence – $1,000,000 Club and $100,000 sub limit per person

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The insurance company(ies) underwriting the required policies shall be authorized to write such insurance in the State of Arkansas (with a Best rating of A or above) or be approved in writing by the Authority.

When coverages or limits set forth in the Airport's Minimum Insurance Requirements are not commercially available, appropriate replacement coverages or limits must be approved in writing by the Authority at least 30 calendar days before Non-Commercial Flying Club is scheduled to commence operation at the Airport.

The Authority reserves the right to require more or different types of insurance coverage based on entity's individual risks or exposures associated with Non-Commercial Flying Club operation.

All insurance policies, which Non-Commercial Flying Club is required to carry and keep in full force and effect, shall contain, or be endorsed to contain, the following provisions.

- "Texarkana Regional Airport Authority, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of entity; premises owned, leased, occupied, or used by entity; or vehicles, equipment, or aircraft owned, leased, hired, borrowed, or operated by entity. Such insurance shall provide primary coverage and shall not seek any contribution from any insurance or self-insurance carried by agent or the Texarkana Regional Airport Authority."
- "Such insurance, as to the interest of the Texarkana Regional Airport Authority only, shall not be invalidated by any act or neglect or breach of contract of entity. Any failure to comply with reporting or other provisions of the policies, including any breach of warranty, shall not affect coverage provided to Texarkana Regional Airport Authority, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers. Entity's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."
- "Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancelation for non-payment of premium, by certified mail, return receipt requested, has been given to Texarkana Regional Airport Authority."

Companies issuing required insurance policies shall have no recourse against the Authority for payment of premiums or assessments for any deductibles that are the sole responsibility and risk of the Non-Commercial Flying Club. Certificates of insurance for the insurance coverages required by federal, state, and local statutes and ordinances and set forth herein shall be delivered to the Authority upon execution of any Agreement. Thereafter, Non-Commercial Flying Club shall provide certificates of insurance to the Authority every 12 months. In addition, Non-Commercial Flying Club shall furnish a certificate of insurance if any change (e.g., changing underwriters, coverages, or amounts) occurs.

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Indemnification – Non-Commercial Flying Club shall defend, indemnify, save, protect, and hold harmless the Authority, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers from and against (and reimburse the Authority for) any and all actual or alleged claims, demands, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, environmental costs, and/or penalties (collectively referred to as costs) which may imposed upon, claimed against or incurred or suffered by the Authority and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from the Authority's negligence or willful misconduct: (a) any act, omission, or negligence of Non-Commercial Flying Club or Non-Commercial Flying Club's partners, officers, directors, agents, employees, invitees, or contractors; (b) any use or occupation, management, or control of the Non-Commercial Flying Club's Leased Premises, whether or not due to Non-Commercial Flying Club's own act or omission; (c) any condition created in or about the Non-Commercial Flying Club's Leased Premises after the effective date; and (d) any breach, violation, or nonperformance of the Non-Commercial Flying Club's obligations under any Agreement and use of the Airport.

In the event a party indemnified hereunder is responsible, in part, for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with the State Arkansas's principles of comparative fault.

In the event of an environmental law violation or an environmental contaminating accident or incident caused by Non-Commercial Flying Club or Non-Commercial Flying Club's employees, vendors, suppliers, contractors, or any other entity associated with Non-Commercial Flying Club or in the event any of these entities violates any environmental law, the Non-Commercial Flying Club shall accept total responsibility and defend, indemnify, save, protect, and hold harmless the Authority, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers.

Nothing herein shall constitute a waiver of any protection available to the Authority, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers under the State of Arkansas' governmental immunity act or similar statutory provision.

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8. AVIATION FUELING

8.1. General

Statutes and Ordinances – Fuel Handling, Refueling Vehicles, and fuel storage facilities at the Airport shall conform to the federal, state, and local statutes and ordinances including without limitation, those prescribed by the State of Arkansas and Authority and appropriate provisions of 14 CFR; A4A 103; Applicable ACs including AC 150/5230-4B "Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports" (as amended), AC 00-34A "Aircraft Ground Handling and Servicing"(as amended), and AC 150/5210-5D "Painting, Marking and Lighting of Vehicles Used on an Airport" (as amended); the Authority's SWPPP; federal, state, and local statutes and ordinances established by the Environmental Protection Agency (EPA), Arkansas Department Of Energy and Environment, Arkansas Department Of Agriculture , and any other Agency having jurisdiction.

Fuel Quality Control – Fuel shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) D1655 (Jet Fuel), ASTM D910 (Avgas), or ASTM D4814 (Mogas). Ensuring the quality of the fuel is the sole responsibility of entity engaged in Fuel Handling.

Diesel Exhaust Fluid (DEF) Contamination – Personnel are to be trained on the proper storage and handling of DEF to prevent the contamination of Fuel System Icing Inhibitor (FSII) or Jet Fuel. If used in Refueling Vehicles or other ground service equipment, DEF must be stored in a separate cabinet or facility from FSII storage and handling areas should be clearly labeled. All DEF transfers between containers must be handled by trained personnel and logged appropriately.

Training – No person shall engage in Fuel Handling until that person is trained. Training records documenting the qualifications of (and the training provided to) each person shall be maintained and kept on file.

- Records shall indicate the initial and recurrent training provided (and the date such training was provided and by whom).
- Recurrent training shall be provided on a regularly scheduled basis, but not less than every year.
- Records shall be subject to review of and/or inspection by the Authority or other designated representative(s).
- Training shall be performed in accordance with 14 CFR Part 139.

Standard Operating Procedure (SOP) – SOP shall be developed and maintained for Fuel Handling to include compliance with standards set forth in AC 00-34A "Aircraft Ground Handling and Servicing" (as amended). The SOP shall include a training plan, fuel quality assurance procedures, record keeping, and emergency response procedures related to fuel spills and fires. The SOP shall also address regular safety and security inspections, bonding and fire protection, public protection, marking and labeling of (and controlling access to) Refueling Vehicles and fuel storage facilities. The SOP shall be made available to the Authority for review upon request no later than 30 calendar days before any Fuel Handling is scheduled to commence and it shall be made available for review upon request any time changes are planned.

Fuel Handling – Aircraft shall not be engaged in Fuel Handling in an area where aircraft engines are operating, aircraft or engines are being warmed by application of heat, or while the aircraft is in a congested area.

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All Fuel Handling shall be treated with due caution and circumspection with regard to the rights, safety, and security of others so as not to endanger, or be likely to endanger, persons or Property. If any malfunction or irregularity is detected on or within the aircraft, Fuel Handling shall cease immediately, and the malfunction or irregularity shall be brought to the attention of the Aircraft Owner or Aircraft Operator immediately. Persons engaged in Fuel Handling shall exercise care and extreme caution to prevent overflow or spills of fuel or oils.

- Should a fuel or oil spill occur at the Airport, the party responsible shall comply with Section 2.19, of these Rules and Regulations.

Fuel Handling shall be conducted in accordance with the procedures stipulated in the Aircraft Operator's Manual. Fuel Handling shall not occur if an electrical storm is in progress within 5 miles of the Airport and may resume 15 minutes following any reported or observed lightning flash within 5 miles of the Airport.

Unless engaging in Rapid Refueling, Fuel Handling shall not occur while passengers are on board the aircraft unless a passenger-loading ramp is in place at the aircraft's cabin door, the door is in the open position, and a qualified attendant is present at the door. No person shall operate any cellphone, radio transmitter, or receiver or switch the transmitter or receiver on or off during Fuel Handling unless said radio transmitter or receiver is designed specifically for such environment.

No person shall operate aircraft electrical systems or switch aircraft electrical appliances on or off during Fuel Handling.

- Smoking, vaping, matches, lighters, and open flames (e.g., candles, fixtures, or fires) are prohibited within 50 feet of any aircraft, Refueling Vehicle, fuel storage facility.

Fire extinguishers shall be immediately available during Fuel Handling to comply with the Arkansas Fire Protection Code and all fire codes, regulations, or directives issued by the Fire Department and/or the Authority.

- All extinguishers shall be inspected and certified, as required by law, and all personnel involved with fueling or defueling operations shall be qualified and trained to use all fire extinguishers.

The Authority assumes no liability or responsibility for any violation of any aircraft, Refueling Vehicle, or refueling requirement or procedure, any error, omission, negligence, or any violation of any Legal Requirement relating to Fuel Handling.

- Entities engaged in Fuel Handling shall be solely, fully, and completely responsible for any such violation, error, omission, or negligence incident to or in connection with the entities fuel storage facilities, Refueling Vehicles, Fuel Handling, and training.
- Entities engaged in Fuel Handling shall fully reimburse the Authority for any fines, legal or court costs, incurred by the Authority for any such violation, error, omission, or negligence.

Prior to engaging in Fuel Handling, entity shall provide the Authority with a written SPCC Plan that meets all applicable federal, state, and local statutes and ordinances. An updated copy of the SPCC Plan shall be filed with the Authority at least 30 calendar days prior to any planned change in operations. A trained person shall be present and responsive while fuel is being transferred into or out of any fuel storage facility or any Refueling Vehicle.

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- The person shall remain within the immediate vicinity, in close proximity to, and in direct view of all operating controls and Refueling Vehicles.
- The person shall not leave the discharge end of any hose(s) unattended at any time while the transfer of fuel is in progress.
- The person shall not block open, bypass, disengage, or deactivate the deadman or any related controls while Fuel Handling.

Refueling Vehicles shall be positioned so the vehicle can be safely driven away in the event of spill or fire. Fuel Handling shall be conducted outdoors and at least 25 feet from any Hangar or building and 50 feet from any combustion and ventilation air-intake to any boiler, heater, or incinerator room or as approved by the Authority and the Fire Department.

Vehicles shall be refueled only at refueling stations approved by the Authority and the Fire Department. In the absence of suitable ground support equipment, a turbine-powered APU mounted at the rear of the aircraft or on the wing on the side opposite from the fueling point may be operated during Fuel Handling. A turbine-powered APU may be operated during Fuel Handling provided its design, installation, location, and combustion air source do not constitute a fuel vapor ignition source.

The Refueling Vehicle shall be bonded to the aircraft or fuel storage facility to equalize the voltage potential. All hoses, nozzles, spouts, funnels, and appurtenances used in Fuel Handling shall be Factory Mutual (FM) or Underwriters Laboratories (UL) approved and shall be equipped with a bonding device to prevent ignition of volatile liquids.

Hold down or hold open devices on Refueling Vehicle nozzles are prohibited. For single point fueling, deadman controls or mechanisms shall be utilized and shall remain in safe operating condition and good working order. No person shall deactivate or bypass a deadman control or mechanism at any time. During Fuel Handling, no person shall use any material or equipment which is likely to cause a spark or ignition within 50 feet.

Refueling Vehicles (including fuel tankers) shall only use the entrance, exit, and route designated by the Authority during the transportation and delivery of fuel. Refueling Vehicles (including fuel tankers) shall be subject to inspection at any time to determine compliance with these Rules and Regulations.

Appropriate and proper absorbent material(s) and fuel spill containment capable of damming/diking a fuel spill shall be immediately available or as required in the entity's approved SPCC Plan.

Rotorcraft Rapid Refueling (Hot Fueling) – In the event Rotorcraft fueling occurs while an onboard engine is operating, an entity must comply with all federal, state, and local statutes and ordinances.

Only turbine engine Rotorcraft fueled with Jet Fuel shall be permitted to be fueled while an onboard engine is operating. All sources of ignition must be located above the fuel inlet port(s), vents, or tank openings. An FAA licensed Rotorcraft pilot shall be at the Rotorcraft controls during the entire Fuel Handling process. If applicable, medical crew members shall be ready to remove the patient from the Rotorcraft to a safe area if needed.

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Only designated personnel approved by the Authority, trained in rapid refueling operations, shall operate the Refueling Vehicle. All doors, windows, and access points allowing entry to the interior of the Rotorcraft which are adjacent to, or in the immediate vicinity of, the fuel inlet ports shall be closed and shall remain closed during Fuel Handling. Fuel shall be dispensed into an open port from approved type nozzles, with a flow rate not to exceed 60 gallons per minute or it shall be dispensed through close-coupled pressure fueling ports.

When fuel is dispensed from fixed piping systems the hose cabinet shall not extend into the rotor space. The Refueling Vehicle shall be pre-positioned in a designated area and the Rotorcraft will land after the Refueling Vehicle has been parked and the wheels chocked (maintaining no less than 20 feet between any Rotorcraft rotating component and the Refueling Vehicle). The Refueling Vehicle shall not be moved or relocated while the Rotorcraft is on the ground or hovering in the vicinity.

Refueling Vehicles

Refueling Vehicles shall be equipped and maintained to comply with all applicable federal, state, and local statutes and ordinances including, without limitation, those prescribed by:

- Arkansas Fire Protection Code;
- 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and
- Applicable ACs including AC 00-34A "Aircraft Ground Handling and Servicing" (as amended) and AC 150/5210-5D "Painting, Marking and Lighting of Vehicles Used on an Airport" (as amended).

Refueling Vehicles shall be equipped with metering devices that meet all applicable federal, state, and local statutes and ordinances and shall be bottom loaded.

Only those fuel storage facilities and Refueling Vehicles which are approved by the Authority and the Fire Department shall be used for Fuel Handling. Refueling Vehicles, pumps, meters, hoses, nozzles, funnels, fire extinguishers, and bonding devices used during Fuel Handling shall be maintained in a safe operating condition. All hoses, funnels, and appurtenances used in Fuel Handling shall be equipped with a bonding device to prevent ignition of volatile liquids.

- When Refueling Vehicles are found in a state of disrepair, malfunction, or their use constitutes an undue fire or safety hazard, or the operation of Refueling Vehicles would violate these Rules and Regulations, the entity shall immediately discontinue the use of such Refueling Vehicles until repairs, replacements, or changes are made to render the same safe for continued use.
- Hoses or piping connections shall be secured and capable of holding under the pump's rated pound per square inch PSI discharge.
- Hoses or nozzles shall be FM or UL approved with self-closing valve and no hold-down or hold-open devices. All pumps shall be FM or UL approved.
- All storage tanks shall be rated in accordance with Universal Fire Code (UFC) Article 24, Division II and Article 79, Division XII.

Refueling Vehicles shall not be operated in reverse unless another person is present to safely monitor and direct the movement of the Refueling Vehicle. Refueling Vehicles and fuel storage facilities shall be placarded, marked, or color coded in accordance with the Arkansas Fire Protection Code and applicable FAA ACs.

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- A copy of all applicable permits, registrations, and certificates shall be maintained in each Refueling Vehicle.

Storage of Refueling Vehicles

Refueling Vehicles shall be stored outdoors at a distance of at least 50 feet from a building or at the distance approved by the Fire Department unless the building is designed, constructed, and used exclusively, and approved by the Fire Department specifically for this purpose. Refueling Vehicles shall be parked in a manner that provides a minimum of 10 feet of separation between Refueling Vehicles and any other vehicle or aircraft and a minimum of 20 feet from a storm water inlet.

Maintenance of Refueling Vehicles

Maintenance of Refueling Vehicles shall be performed outdoors or in a building which is approved by the Fire Department specifically for this purpose. Entities engaged in Fuel Handling shall document and maintain and keep on file Refueling Vehicle maintenance records. These records shall be made available to the Authority upon request.

Fuel Storage Facilities

Entities shall be liable and shall defend, indemnify, save, protect, and hold harmless the Authority for all leaks, spills, or other damage that may result from Fuel Handling. fuel storage facilities shall be operated and maintained in accordance with the Arkansas Fire Protection Code and in full compliance with federal, state, and local statutes and ordinances and shall be approved by all Agencies having jurisdiction. fuel storage facilities shall be constructed and/or tanks shall be installed in accordance with the Arkansas Fire Protection Code and in full compliance with federal, state, and local statutes and ordinances. Plans for installation and operation of fuel storage facilities shall be submitted to the Authority and the Fire Department and approval shall be received from the Authority and the Fire Department prior to installation and operation.

- All vehicle and/or pedestrian gates leading into fuel storage facilities shall remain closed, locked, and secured except when actually in use.

8.2. Non-Commercial Self-Fueling (Jet and Avgas)

Introduction – Any entity engaged in Non-Commercial Self-fueling of jet and avgas shall comply with this Section and all applicable provisions of Section 8.1 of these Rules and Regulations. Non-Commercial Self-Fueling is defined as fueling of an aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's vehicles, Equipment, and resources.

Permit – No Aircraft Owner or Aircraft Operator shall engage in Self-Fueling unless a valid Non-Commercial Self-Fueling Permit (Self-Fueling Permit) authorizing such activity has been issued by the Authority (herein after referred to as Self-Fueling Permittee).

The Self-Fueling Permit shall not reduce or limit Self-Fueling Permittee's obligations with respect to these Non-Commercial Self-Fueling rules which shall be included in the Self-Fueling Permit by reference. Self-Fueling Permittee shall provide evidence of aircraft ownership, lease, or operation (full and exclusive control).

- If the aircraft is being leased or operated by (and under the full and exclusive control of) and fueled by Self-Fueling Permittee, Self-Fueling Permittee shall provide the Authority with a copy of the lease or operating agreement.

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- The Authority will determine if the lease or operating agreement demonstrates that the Self-Fueling Permittee has the full and exclusive control of the aircraft.

Self-Fueling Permittee shall maintain written records of compliance with all federal, state, and local statutes and ordinances (including tax or fee payments) for the use of fuel utilized in aircraft and provide records upon request by the Authority.

Reporting – On or before the 10th day of the subsequent month, Self-Fueling Permittee shall: (a) provide a summary report to the Authority identifying the number of gallons of aviation fuel by fuel type: (i) purchased by Self-Fueling Permittee, (ii) delivered to Self-Fueling Permittee's fuel storage facility, and (iii) dispensed to Self-Fueling Permittee's aircraft at the Airport and (b) pay the appropriate fees due to the Authority.

Records and meters shall be made available for review by the Authority or its designated representative. In the case of a discrepancy between the amount of fuel purchased, delivered, or dispensed, the greater amount shall prevail, and the Self-Fueling Permittee shall promptly pay all additional fees due and owing the Authority, plus interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

Operations – Self-Fueling shall be conducted only in those areas designated by the Authority as identified in the Self-Fueling Permit.

- Self-Fueling at any other location at the Airport is prohibited.
- Pouring or gravity transfer of fuel and fueling from containers having a capacity of more than 5 gallons is prohibited.

Equipment – Self-Fueling Permittee shall utilize a Refueling Vehicle for dispensing fuel into Self-Fueling Permittee's aircraft. Refueling Vehicle(s) shall be solely owned, leased, and/or operated by (and under the full and exclusive control of) the Self-Fueling Permittee. Truck-to-truck fuel transfer is prohibited.

Self-Fueling Permittee may utilize a single Refueling Vehicle for each type of fuel to be dispensed as follows:

Refueling Vehicles	
Jet Fuel	
Minimum capacity (gallons)	1,000
Avgas	
Minimum capacity (gallons)	500

- Self-Fueling Permittee's utilizing off Airport fuel storage must park the Refueling Vehicle off Airport when not in use.

Fuel Storage Facilities – Self-Fueling Permittee shall demonstrate that satisfactory arrangements have been made for the storage of fuel, as follows:

- off Airport or
- through Self-Fueling Permittee's fuel storage facility at the Airport in a location consistent with the Master Plan, Airport Layout Plan, and/or Land Use Plan and approved by the Authority.

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Self-Fueling Permittee's authorized by the Authority shall lease land and own or lease an above ground fuel storage facility in the designated fuel storage area as follows:

Fuel Storage Facility	
Jet Fuel	
Number of tanks	1
Minimum total capacity (gallons)	8,000
Avgas	
Number of tanks	1
Minimum total capacity (gallons)	8,000

Fuel storage facility shall denote the aircraft FAA N-Number(s) identified on the Self-Fueling Permittee's Self-Fueling Permit with 12-inch characters on each side of the fuel storage facility.

Limitations – Self-Fueling Permittee shall not sell and/or dispense fuel to aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Self-Fueling Permittee and identified to the Authority. Any such selling or dispensing shall be grounds for revocation of the Permit by the Authority as well as the collection of all applicable fines or other charges.

- Revocation upon first violation will be for a period of one year.
- Revocation upon a second violation shall be permanent.

Public Service Agency – Entities providing an Emergency Public Service are not required to meet the fueling equipment and storage facility requirements identified in this Section unless fuel is being delivered to aircraft by Refueling Vehicles or through a fixed fueling station.

Fuel storage facilities and delivery of fuel for aircraft operated by Public Service Agency must be approved in writing, in advance by the Authority.

Insurance – Except as otherwise provided for herein, Non-Commercial Self-Fueling Permittee shall maintain, at a minimum, the coverage and limits of insurance set forth below:

- General Liability (Combined Single Limit)
  - Each occurrence – $1,000,000
  - Unlicensed vehicles – $2,000,000
- Business Automobile Liability (Combined Single Limit)
  - Non-Movement Area – $1,000,000
  - Movement Area – $2,000,000
- Environmental Liability – $2,000,000

8.3. Non-Commercial Self-Fueling (Mogas)

Introduction – Any entity engaged in Non-Commercial Self-Fueling of Mogas (Mogas Self-Fueling) shall comply with this Section. Non-Commercial Self-Fueling is defined as Fuel Handling of an aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's vehicles, Equipment, and resources.

Statutes and Ordinances – Fuel Handling shall conform to all applicable federal, state, and local statutes and ordinances.

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Fuel Quality Control– Fuel shall comply with the quality specifications outlined in ASTM D4814 without ethanol (Mogas). Ensuring the quality of the fuel is the sole responsibility of entity engaged in Fuel Handling. Mogas may not be stored at the Airport.

Training – Persons engaging in Fuel Handling shall possess a valid and current pilot's license.

Fuel Handling – Aircraft shall not be engaged in Fuel Handling in an area where aircraft engines are operating, aircraft or engines are being warmed by application of heat, or while the aircraft is located in a congested area.

All Fuel Handling shall be treated with due caution and circumspection with regard to the rights, safety, and security of others so as not to endanger, or be likely to endanger, persons or Property. If any malfunction or irregularity is detected on or within the aircraft, Fuel Handling shall cease immediately, and the malfunction or irregularity shall be brought to the attention of the Aircraft Owner or Aircraft Operator immediately. Persons engaged in Fuel Handling shall exercise care and extreme caution to prevent overflow or spills of fuel or oils.

- Should a fuel or oil spill occur at the Airport, the party responsible shall comply with Section 2.19. of these Rules and Regulations.

Fuel Handling shall be conducted in accordance with the procedures stipulated in the Aircraft Operator's Manual. Fuel Handling shall not occur if an electrical storm is in progress within 5 miles of the Airport and may resume 15 minutes following any reported or observed lightning flash within 5 miles of the Airport.

Fuel Handling shall not occur while passengers are on board the aircraft. No person shall operate any cellphone, radio transmitter, or receiver or switch the transmitter or receiver on or off during Fuel Handling unless said radio transmitter or receiver is designed specifically for such environment.

No person shall operate aircraft electrical systems or switch aircraft electrical appliances on or off during Fuel Handling.

- Smoking, vaping, matches, lighters, and open flames (e.g., candles, fixtures, or fires) are prohibited within 50 feet of any aircraft, Refueling Vehicle, fuel storage facility.

Fire extinguishers shall be immediately available during Fuel Handling to comply with the Arkansas Fire Protection Code and all fire codes, regulations, or directives issued by the Fire Department and/or the Authority.

- All extinguishers shall be inspected and certified, as required by law.

The Authority assumes no liability or responsibility for any violation of any aircraft, Refueling Vehicle, or refueling requirement or procedure, any error, omission, negligence, or any violation of any Legal Requirement relating to Fuel Handling.

- Entities engaged in Fuel Handling shall be solely, fully, and completely responsible for any such violation, error, omission, or negligence incident to or in connection with the entities fuel storage facilities, Refueling Vehicles, Fuel Handling, and training.
- Entities engaged in Fuel Handling shall fully reimburse the Authority for any fines, legal or court costs, incurred by the Authority for any such violation, error, omission, or negligence.

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Permit – No Aircraft Owner shall engage in Mogas Self-Fueling unless a valid Non-Commercial Self-Fueling Permit (Self-Fueling Permit) authorizing such activity has been issued by the Authority (herein after referred to as Self-Fueling Permittee).

The Self-Fueling Permit shall not reduce or limit Self-Fueling Permittee's obligations with respect to these Non-Commercial Self-Fueling rules which shall be included in the Self-Fueling Permit by reference. Self-Fueling Permittee shall provide evidence of Aircraft Ownership, lease, or operation (full and exclusive control).

- If the aircraft is being leased or operated by (and under the full and exclusive control of) and fueled by Self-Fueling Permittee, Self-Fueling Permittee shall provide the Authority with a copy of the lease or operating agreement.
- The Authority will determine if the lease or operating agreement demonstrates that the Self-Fueling Permittee has the full and exclusive control of the aircraft.

Self-Fueling Permittee shall maintain written records of compliance with all federal, state, and local statutes and ordinances (including tax or fee payments) for the use of fuel utilized in aircraft and provide records upon request by the Authority.

Reporting – On or before the 10th day of the subsequent month, Self-Fueling Permittee shall: (a) provide a summary report to the Authority identifying the number of gallons dispensed to Self-Fueling Permittee's aircraft at the Airport and (b) pay the appropriate fees due to the Authority. Records shall be made available for review by the Authority or its designated representative.

Fueling Operations – Mogas Self-Fueling shall be conducted only in those areas designated by the Authority as identified in the Self-Fueling Permit.

- Mogas Self-Fueling at any other location at the Airport is prohibited.
- Pouring or gravity transfer of fuel and fueling from containers having a capacity of more than 5 gallons is prohibited.
- Hand or power operated pumps shall be used when using drums or other metal containers.
- Hoses shall be approved for flammable liquids and shall be maintained in compliance with federal, state, and local statutes and ordinances.

Limitations – Self-Fueling Permittee shall not sell and/or dispense Mogas to aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Self-Fueling Permittee and identified to the Authority. Any such selling or dispensing shall be grounds for revocation of the Permit by the Authority as well as the collection of all applicable fines or other charges.

- Revocation upon first violation will be for a period of one year.
- Revocation upon second violation shall be permanent.

8.4. Commercial Self-Serve Fueling

Introduction – Entities using a Commercial self-serve fuel pump shall comply with this Section and all applicable provisions of Section 8.1. of these Rules and Regulations

Training – No person shall engage in Fuel Handling until that person is trained or possesses a valid and current pilot's license.

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9. APPENDIX A – PMCD GENERAL PROVISIONS

A-1. Purpose

The PMCD General Provisions set forth in this section are common to all PMCDs and are incorporated into each PMCD by reference.

A-2. Authority of Airport Sponsor and Governing Body

The authority to implement, supplement, amend, or adopt any policy, standard, rule, regulation, or directive, including the PMCDs, is delegated to the Authority by the Arkansas Code Annotated Title 14 Local Government, Subtitle 22 Airport Facilities Generally, Chapter 22 County and Municipal Airports, Section 22.073 Additional Authorization.

The authority to: (a) lease Airport land and/or Improvements, (b) allow the occupancy and/or development of Airport land or Improvements, and (c) grant the right to engage in any activity at the Airport is expressly reserved to the Authority by and through the Authority Board.

A-3. Applicability

Provisions of the PMCDs apply within the defined boundaries of the Airport as illustrated in the Airport Layout Plan (ALP) and include all access roads on the Airport.

A-4. Statement of Policy

It is the desire of the Authority to: (a) plan, develop, operate, and manage the Airport in such a manner to ensure the Airport's long-term financial health, (b) protect and promote the health, safety, security, and general welfare of the public, and (c) encourage the provision of the type, level, and quality of General Aviation products, services, and facilities desired by the public.

For situations not specifically addressed in the PMCDs, the Authority reserves the right to make such policies, standards, rules, regulations, and directives as may be appropriate given the situation and/or circumstances pertaining to the use of the Airport.

The Airport is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on reasonable terms and without unjust discrimination.

A-5. Non-Discrimination

No person, in the use of the Airport's land and Improvements, shall discriminate against any person or class of persons because of race, color, national origin, religion, sex (including pregnancy and gender identity), genetic information, age, disability, sexual orientation in providing any products or services or in the use of any of the Airport's land and Improvements provided for the public, or in any manner prohibited by applicable federal, state, and local statutes and ordinances.

A-6. Airport Management

The Director is responsible for the planning, development, operation, administration, management, maintenance, and security of the Airport and all Authority owned and operated land, Improvements, facilities, vehicles, and equipment associated with the Airport. The Authority Board has authorized the Director to: (a) interpret, administer, and enforce Agreements and the PMCDs, (b) allow, where and when appropriate, temporary, short-term occupancy or use of Airport land or improvements, and (c) obtain and receive copies of all licenses, permits, certifications, ratings, certificates of insurance, and other documents required to be provided to the Authority. All inquiries regarding the PMCDs and/or compliance therewith shall be directed to the Director.

A-7. Effective Date

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The PMCDs shall be in effect and shall remain in effect from the date of adoption by the Authority, unless repealed by the Authority.

A-8. Compliance with Statutes, Ordinances, and Agreements

All entities leasing, occupying, and/or developing Airport land and/or Improvements and/or engaging in an Aeronautical Activity at the Airport shall comply, at the entity's sole cost and expense, with all applicable federal, state, and local statutes and ordinances.

No Agreement, nor any payment or performance required there under, shall excuse any entity from compliance with the PMCDs. Compliance with the PMCDs shall not excuse any responsibility or obligation an entity may have to the Authority under any existing Agreement.

A-9. Conflicting Statutes, Ordinances, and Agreements

If any provision of the PMCDs is found to conflict with any other Authority policy, standard, rule, regulation, or directive; any provision of any applicable Legal Requirement; or any provision of an Agreement (if provided for in the Agreement), the provision that establishes the higher or stricter standard shall prevail to the extent permitted by law.

A-10. Right to Self-Service

An Aircraft Owner or the Aircraft Owner's Employees may perform Self-Services (fueling, maintenance, or repair) on the Aircraft Owner's aircraft utilizing the Aircraft Owner's vehicles, equipment, and resources (Self-Service). An Aircraft Owner or the Aircraft Owner's Employees are permitted to perform such Self-Services on the Aircraft Owner's aircraft provided there is no attempt to perform such services for others and further provided that such right is conditioned upon compliance with the PMCDs and all applicable federal, state, and local statutes and ordinances.

If the right to Self-Service is not exercised, an Aircraft Owner is only permitted to have the Aircraft Owner's aircraft fueled, maintained, repaired, or otherwise serviced at the Airport by those Operators authorized to engage in such Commercial Activities at the Airport.

An Operator may restrict the use of its exclusive Leased Premises for Self-Service activities.

Section does not apply to persons utilizing a Commercial self-serve fueling facility as provided in Section 8.4 of these Rules and Regulations.

A-11. Prohibited Activities

Through-the-Fence activities are prohibited at the Airport.

A-12. Fines or Penalties

Entities shall have the responsibility to pay any fine or penalty levied against entity, the Authority, or the Authority Board individually or collectively, as a result of entity's failure to comply with any applicable Legal Requirement. If the fine or penalty is contested, entity shall pay the fine or penalty if upheld by the Agency having jurisdiction.

A-13. Severability

If any provision of the PMCDs shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the judgment shall not in any way affect the validity of any other provisions of the PMCDs.

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A-14. Subordination

The PMCDs are subject and subordinate to the provisions of any agreement between the Authority and the State of Arkansas or the United States Government pertaining to the planning, development, operation, and management of the Airport.

The Authority recognizes the jurisdiction of the federal government, delegated to the FAA, concerning the licensing and regulation of pilots, air carriers, and aircraft; and concerning the navigable airspace. The PMCDs are not intended to assert jurisdiction by the Authority over matters under the exclusive jurisdiction of the federal government, and the provisions of the PMCDs shall be interpreted consistent with this purpose.

A-15. Notices, Requests for Approval, Applications, and Other Filings

Any notice, request for approval, application, or other filing required or permitted to be given or filed with the Authority and any notice or communication required or permitted to be given or filed with any existing or prospective Operator, Lessee, or Sublessee pursuant to the PMCDs shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email (confirmed by return email), or in person (confirmed by dated and signed receipt). Such notice, request for approval, application, or other filing shall be deemed to have been given when delivered to the Authority or existing or prospective Operator, Lessee, or Sublessee at its principal place of business or such other address as may have been provided. Operator, Lessee, or Sublessee shall provide notice to the Authority of a change of address within 14 calendar days of change of address.

A-16. Amendments

The PMCDs may be supplemented, amended, or modified from time to time and in such a manner and to such extent as deemed appropriate or necessary by the Authority Board. The Authority Board may provide for public notification of pending supplements, amendments, or modifications to the PMCDs to provide the opportunity for public comment. The Authority Board may issue emergency policies, standards, rules, regulations, or directives from time to time.

A-17. Variance or Exemption

The Authority Board may, but is not obligated to, approve variances or exemptions to the PMCDs when special conditions or unique circumstances exist. Requests for variance or exemption shall be submitted in writing to the Director and must state:

- the specific PMCD provision(s) for which the variance or exemption is being sought,
- describe the proposed variance or exemption, state the reason for the proposed variance or exemption;
- identify the anticipated impact on the Airport (and other entities including Operators, Lessees, Sublessees, users of the Airport, and the public); and
- identify the duration of the proposed variance or exemption.

Prior to the Authority Board approving or denying a variance or exemption, the Authority shall conduct a review of all relevant information. Approval or denial by the Authority Board of a variance or exemption shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar conditions or circumstances at the Airport (if any) and shall be provided in writing within 90 calendar days from the receipt of the written request.

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- An approved variance or exemption shall not serve to amend, modify, or alter the PMCDs or any existing Agreement.
- Requests for variance or exemption can be denied in accordance with Appendix A-18 of these Rules and Regulations.

A-18. Possible Grounds for Rejecting Application, Variance, or Exemption

In this section, the term "activity" is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

The Authority may reject any application, request for variances or exemption, assignment, change in majority ownership, encumbrance, or application for any one or more of the following reasons (as determined in the sole discretion of the Authority).

- The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the Authority. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.
- The Authority or the FAA has determined that the proposed activity and/or Improvement would create a safety or security risk or constitute a Hazard, obstruction, or danger to air navigation.
- The Authority would be required to expend funds and/or supply labor and/or materials in connection with the proposed activity and/or Improvement that the Authority is unwilling and/or unable to expend or supply.
- The financial plan associated with the proposed activity and/or Improvement is not realistic and attainable and/or will result in a financial operating loss or hardship for the entity.
- No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity or Improvement at the time the proposal or application is submitted, nor is such availability contemplated within a reasonable period.
- The proposed activity and/or Improvement do not comply with the ALP currently in effect or anticipated to be in effect.
- The entity's occupancy, use, or development of Airport land and/or Improvements could be detrimental to the public, result in congestion of aircraft, and/or negatively impact the safety and/or efficiency of the Airport, Operators, Lessees, Sublessees, or users of the Airport.
- The entity intentionally or unintentionally misrepresented or failed to disclose material fact in a proposal, in an application, and/or in supporting documentation.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has a record of violating the federal, state, and local statutes and ordinances of the Authority, any other airport sponsor, the State of Arkansas, the FAA, or any other Legal Requirement applicable to the Airport and/or the entity's proposed activity or Improvement.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has defaulted in the performance of any Agreement or agreement or sublease at any other airport.
- The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake and sustain the proposed activity or Improvement.
- The entity cannot obtain a bond or insurance in the type and amounts required by the Authority for the proposed activity.
- The Entity or an officer, director, or shareholder has been convicted of a felony.

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- The entity seeks terms and conditions which are inconsistent with the PMCDs and/or any request for qualifications and/or proposals (or any other document) issued by the Authority.
- The entity's interests and/or the proposed activity or Improvement are inconsistent with the mission, vision, values, goals, or objectives of the Airport; the best interest of the Authority; or any Airport Sponsor Assurances.
- The entity has been party to vexatious or frivolous litigation, including, without limitation, administrative litigation, against the Authority.

A-19. Enforcement

The Director is empowered by the Authority to require compliance with and enforce the PMCDs. The Fire Department is authorized to enforce all fire and Hazardous Materials related federal, state, and local statutes and ordinances (within jurisdiction). Law Enforcement Officers are authorized to enforce all federal, state, and local statutes and ordinances (within jurisdiction).

Representatives of the Authority, as designated by the Director, shall enforce these Rules and Regulations. Any person or entity who violates these Rules and Regulations may be cited, removed from the Airport, denied use of the Airport, and/or prevented from engaging in Activities at the Airport and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the Authority.

A-20. Appeals

Any party aggrieved by a decision of airport management may appeal (in writing) such decision to the Director within 14 calendar days after such decision is issued. Any claim not timely submitted to the Director is waived.

- The Director shall respond to such written claim within 30 calendar days of the receipt of the claim by either (a) making a written determination with respect to the claim, or (b) making a written request for additional information. If requested, the party shall provide all requested additional information within 14 calendar days of the date of the Director's request, or the claim is waived. Thereafter, the Director shall make a written determination with respect to the claim within 30 calendar days after receipt of the additional information. In either case, the Director's written determination shall be final and conclusive unless within 30 calendar days from the date of the Director's written determination, the party requests, in writing, an appeal to the Authority Board stating specifically all grounds of appeal.

The Authority Board shall use its best efforts to hear any such appeal within 120 calendar days after the Authority Board's receipt of the written appeal. At such hearing, the party shall be afforded such opportunity to be heard and to offer relevant evidence in support of its appeal, as may be determined by the Authority Board in its sole discretion.

A-21. Rights and Privileges Reserved

In this section, the term "activity" is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

In addition to the following enumerated reserved rights and privileges, the Authority reserves all the rights and privileges outlined under federal and/or state Airport Sponsor Assurances as such rights and privileges may be amended from time to time.

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- Nothing contained within the PMCDs shall be construed to limit the use of any area of the Airport by the Authority (and its representatives, officers, officials, employees, agents, and volunteers) or to prevent any FAA, DHS, TSA, Law Enforcement Officer, or Fire Department personnel from acting in official capacities.
- The Authority reserves the right for the use of the Airport by others pursuant to applicable federal, state, and local statutes and ordinances pertaining to the Airport and such use.
- The Authority reserves the right to designate specific Airport areas for activities in accordance with the currently approved ALP. Such designation shall consider the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.
- It is the policy of the Authority that any occupancy, use, and/or development (construction or modification) of land and/or Improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, secure, orderly, or efficient use of the Airport. Nothing contained in the PMCDs shall require or obligate the Authority to apply to the FAA for approval of the revision of the ALP on behalf of a current or prospective Operator, Lessee, Sublessee, or user of the Airport.
- The Authority reserves the right to develop and make any Improvements and/or repairs at the Airport that it deems necessary. Except in cases determined by the Authority to constitute an emergency, the Authority will provide advance notice of the date and time to impacted parties that such development, improvements, and/or repairs will be made. The Authority shall not be obligated to reimburse or compensate any Operator, Lessee, Sublessee, or other entity for any cost and/or expense incurred, loss of revenue, or inconvenience that may result from such development, improvement, and/or repair
- The Authority reserves the right to prohibit any Entity from using the Airport, engaging in activities at the Airport, and/or revoke or suspend any privileges granted to any Lessee, Sublessee, Operator, Permittee, or User upon determination by the Authority that such Lessee, Sublessee, Operator, Permittee, or User has not complied with these Rules and Regulations, or has otherwise jeopardized the safety or security of Entities or the land and/or Improvements located at the Airports.
- The Authority (and its representatives, officers, officials, employees, agents, and volunteers) shall not be responsible for loss, injury, or damage to persons or Property at the Airport related in any way to any natural disaster or illegal activity.
- The Authority reserves the right to prohibit any entity from using the Airport, engaging in activities at the Airport, and/or revoke or suspend any privileges granted to any Lessee, Sublessee, Operator, Permittee, or user upon determination by the Authority that such Lessee, Sublessee, Operator, Permittee, or user has not complied with the PMCDs, or has otherwise jeopardized the safety or security of entities or the land and/or Improvements located at the Airport.

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- During time of war or national emergency, the Authority shall have the right to enter into an agreement with the United States Government for military use of part or all of the landing area, the publicly owned air navigation facilities, and/or other land and Improvements of the Airport. If any such agreement is executed, any agreement, insofar as it is inconsistent with the agreement between the Authority and the United States Government, shall be suspended, without any liability on the part of the Authority.
- The Authority will not relinquish the right to take any action the Authority considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent a person from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to aircraft.
- The Authority will not waive any sovereign, governmental, or other immunity to which the Authority may be entitled, nor shall any provision of any Agreement be so construed.
- The Authority will not submit to the laws of any state other than those of the State of Arkansas.
- The Authority is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development or consummate any proposed Agreement. In addition, the Authority is under no obligation to: (a) pursue federal, state, or other funds to contribute to such development or (b) provide matching funds to secure such funding.
- The Authority reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the Authority including preserving the assets of the Authority and the Airport, protecting the safety and security of the people who work at and/or use the Airport, and maintaining the integrity of the Authority's mission, vision, values, goals and objectives for the Authority and the Airport.

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10. APPENDIX B – PMCD DEFINITIONS AND ACRONYMS

B-1. Definitions

Abandoned – Property, other than aircraft or vehicles, that has been voluntarily given up by the owner and left at the Airport for 48 hours without the owner moving or claiming it.

Accident – A collision or other contact between any part of an aircraft, vehicle, equipment, person, stationary object and/or other thing which results in Property damage, personal injury, or death; or an entry into or emergence from a moving aircraft, vehicle, or equipment by a person which results in personal injury or death to such person or some other person or which results in Property damage.

Aeronautical Activity (Activity) – Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft. Any activity which contributes to, or is required for, the safety of such operations. Any activities which have a direct relationship to the operation of aircraft or the operation of the Airport.

Affiliate – Any entity that shall directly or indirectly control, be under the control of, or be under common control with Operator. Control for these purposes shall mean the direct and indirect ownership of 50% or more of the outstanding voting stock of a corporation or 50% or more equity or controlling interest if not a corporation.

Agency – Any federal, state, or local governmental entity, unit, organization, or authority.

Agreement – A written contract (e.g., lease agreement, license agreement, permit, etc.), enforceable by law, executed by both parties, between the Authority and entity transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain activities.

Air Carrier – An entity engaged in the operation of an aircraft for the purpose of transporting passengers, mail, express, freight, or cargo, on a scheduled or non-scheduled basis, whose operation is either intrastate or interstate.

Air Operations Area (AOA) – A portion of an airport which includes aircraft Movement Areas, Ramps, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.

Aircraft and Passenger Liability – Insurance coverage pertaining to bodily injury, Property damage, and passenger injury for all owned, leased, or operated aircraft.

Aircraft Accident – An occurrence associated with the operation of an aircraft that takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage (as described in 49 CFR 830).

Aircraft Design Group – A FAA designated grouping of aircraft based upon wingspan. The groups are as follows:

Group I: Up to but not including 49 feet
Group II: 49 feet up to but not including 79 feet
Group III: 79 feet up to but not including 118 feet
Group IV: 118 feet up to but not including 171 feet
Group V: 171 feet up to but not including 214 feet
Group VI: 214 feet up to but not including 262 feet

Aircraft Incident – An occurrence other than an Aircraft Accident that affects or could affect the safety of operations (as described in 49 CFR 830).

Aircraft Line Maintenance – Aircraft Maintenance typically required to return an aircraft to service within a short period of time. Examples include, but are not limited to: replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear, tires, and struts; lubricating aircraft components; and avionics/instrument removal and/or replacement.

Aircraft Maintenance – The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of aircraft airframe, powerplant, propeller, and accessories (including the replacement of parts) as described in 14 CFR Part 43.

Aircraft Operator – A person who uses, causes to be used, or authorizes to be used an aircraft, with or without the right of legal control (as Owner, lessee, or otherwise) for the purpose of air navigation including the piloting of aircraft or the operation of aircraft on any part of the surface of an airport.

Aircraft Owner – The registered legal Owner of an aircraft according to FAA records.

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Airframe and Powerplant Mechanic (A & P Mechanic) – A person who holds an aircraft mechanic certificate with both airframe and powerplant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

Airport – All land, Improvements, and appurtenances within the legal boundaries as it now exists on the ALP (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified at Texarkana Regional Airport (TXK).

Airport Layout Plan (ALP) – The FAA approved drawing, as may be amended from time to time, which reflects an agreement between the FAA and Authority depicting the physical layout of an airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, navaids, etc.

Airport Security Badge – A media allowing access to certain parts of the Airport.

Airport Security Program (ASP) – The current Airport Security Program, as may be amended from time to time, approved by the Transportation Security Administration (if necessary), that specifies the systems, measures, and procedures that are used to meet an airport's regulatory and statutory responsibilities relating to airport security.

Airport Sponsor Assurances – Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus Property.

Airside – The Runways for landing and taking off of aircraft, designated helipads, Taxiways and Taxilanes for ground movement of aircraft, and Ramp for parking, loading, unloading, fueling, and servicing of aircraft.

Applicant – An entity desiring to use land and/or Improvements at the Airport to engage in an Aeronautical Activity and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

Association – An entity legally formed and recognized under the laws of the State of Arkansas having an existence separate and apart from its members or shareholders (e.g., Limited Liability Company, Corporation, Partnership, Limited Partnership, etc.).

Based Aircraft – An aircraft identified in an Agreement with the Authority or in a Sublease with an FBO or SASO.

Business Automobile Liability – Insurance coverage pertaining to bodily injury and Property damage for all licensed vehicles arising out of (or relating to) the use, loading, and unloading of owned, non-owned, or hired vehicles.

Capital Investment – Any Authority approved expenditure made by a Lessee to: (a) the Lessee's Leased Premises which will, at the end of the term of the Agreement, revert to the Authority and/or (b) Airport Infrastructure which will immediately revert to the Authority.

Certified Flight Instructor (CFI) Professional Liability – Insurance coverage pertaining to bodily injury and property damage not only during dual flight instruction, but also after instruction has been given.

Certificates of Insurance – A certificate provided by and executed by an insurance company to the Authority providing evidence of the insurance coverages and policy limits.

City of Texarkana, Arkansas Police Department (Police Department) – The City of Texarkana, Arkansas Police Department provides law enforcement services as well as several other community services to the Authority.

Co-Op fueling – The fueling of an aircraft by the Owner of the aircraft or the Owner's Employee using vehicles, Equipment, and resources owned by an approved Association.

Commercial – For the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Commercial General Liability – Insurance coverage pertaining to bodily injury, personal injury, Property damage, contractual liability, products and completed operations and, if applicable, use of unlicensed vehicles that in any way arise from the use of the Leased Premises and operations or Activities of the

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entity. Unlicensed vehicles operated on the Movement Area will require coverage in an amount not less than that identified for combined single limit per occurrence for bodily injury, personal injury, and Property damage.

Compensation – Any form of reimbursement for goods or services such as monetary, exchange, barter, favors, gratuity, etc.

Competitive Proposal Process - A process that is used to seek competitive proposals from qualified entities when land and/or Improvements are or become available at the Airport for occupancy or use.

Condemnation – The taking of land and/or Improvements for any public or quasi-public use under any Legal Requirement or by the right of eminent domain.

Contiguous - Land and/or apron that shares an edge or boundary or is separated by no more than a Taxilane.

Courtesy Vehicle – A vehicle used to transport persons, baggage, or goods, or any combination thereof, on the Airport or between the Airport and off-airport locations such as hotels, motels, or other attractions for which no charge is levied (no Compensation is paid).

Current - All rents, fees, and other charges required to be paid under any and all Agreements are paid in full.

Drop Zone - intended parachute landing area.

Emergency Public Service – Services provided to the general public including law enforcement (police), fire, rescue, and emergency medical or ambulatory transportation.

Emergency Vehicle – Vehicle of any Agency providing law enforcement, fire protection, rescue, emergency medical or ambulatory transportation, or any vehicle conveying an Airport official or an Airport employee in response to an emergency call.

Employee – Any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee. The determination of status between an Employee and an independent contractor shall be made according to current IRS codes.

Environmental Liability – Insurance coverage pertaining to liability for bodily injury, Property damage, and environmental damage resulting from sudden and accidental releases of pollution and covering related or resultant cleanup and/or remediation costs arising out of the occupancy and use of the Leased Premises.

Equipment – All Property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Exclusive Right – A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right. An Exclusive Right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an Exclusive Right to occupy real estate, which is permitted by federal regulation under certain conditions.

Executive Director (Director) – That person (or designated representative thereof), appointed by the Authority, responsible for the administration and day-to-day operation and management of the Airport, all Authority owned Property, vehicles, equipment, material, financial assets, and Employees at the Airport, and all employees assigned to the Airport.

Fixed Based Operator (FBO) – A Commercial Operator engaged in the sale of products and services and the renting or subleasing of facilities consistent with the Authority's Minimum Standards.

Fuel Handling – The transporting, delivering, fueling, dispensing, or draining of fuel or fuel waste products.

General Aviation – All aviation with exception of Air Carriers and the military.

Good Standing – Full compliance with all applicable federal, state, and local statutes and ordinances and not in default of any Agreement with the Authority.

Hangar – Any fully or partially enclosed storage facility for an aircraft.

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Hangar Keeper's Legal Liability – Insurance coverage pertaining to Property damage for all non-owned aircraft under the care, custody, and control of the Operator.

Hazardous Materials – A hazardous or toxic substance, material, or waste which is or becomes regulated by any Agency.

Immediate Family – Individual with any of the following relationships to tenant: (1) spouse and parents thereof, (2) sons and daughters, and spouses thereof, (3) parents, and spouses thereof, (4) brothers and sisters, and spouses thereof, (5) grandparents and grandchildren, and spouses thereof, and (6) domestic partner and parents thereof, including any domestic partners of any individuals in Items (2) through (5) of this definition.

Immediately – The ability to occupy Leased Premises and offer products, services, and/or facilities (to the public) on the effective date of the Agreement. When construction and/or alteration of facilities are involved, immediately shall mean the ability to obtain a certificate of occupancy from the authorizing Agency for the proposed facilities within 18 months following the possession of the Leased Premises.

Improvements – All buildings, structures, additions, and facilities including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

Independent Operator – An entity offering aeronautical service(s) but without an established place of business on the Airport.

Infrastructure – Runways, Taxiways, Taxilanes, Ramps, navaids, airport roadways, utilities, etc.

Landside – The portion of the Airport used for activities other than the movement of aircraft, such as vehicle access roads and parking.

Land Use Plan – A document approved by the FAA as part of the ALP used to guide land use surrounding the Airport.

Law Enforcement Officer – A public-sector employee or agent charged with upholding the peace who is empowered to effect an arrest with or without warrant and who is authorized to carry a firearm in the performance of that person's duties.

Leasing Policy – PMCD that sets forth the parameters for leasing Airport land and Improvements, as may be amended from time to time.

Leased Premises – The land and/or Improvements used exclusively under Agreement by a Lessee.

Lessee – An entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements.

Light Aircraft – Aircraft having a maximum takeoff weight of 12,500 pounds or less.

Light Sport Aircraft – An aircraft certificated by the FAA, which is restricted by maximum takeoff weight, maximum operating airspeeds, maximum seating capacity, engine and related controls type (if powered), and type of landing gear.

Limousine – A vehicle, for hire, that is not configured with a taximeter. Transportation services using limousines are provided for unmetered predetermined rates.

Loitering – Remaining in an area for no obvious reason or not being able to give a satisfactory explanation of one's presence in an area.

Lost Property – Property that has been involuntarily or unintentionally dropped or left without an intent to abandon it.

Master Plan – An assembly of documents and drawings (which have been approved by the FAA and adopted by the Authority) covering the development of the Airport from a physical, economic, social, and political jurisdictiooal perspective. The Airport Layout Plan is part of the Master Plan.

Minimum Standards – PMCD that sets forth those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport, as may be amended from time to time.

Mogas – Unleaded motor gasoline meeting the specifications of ASTM D4814 which is utilized to power piston-engine aircraft with an original airworthiness certificate or Supplemental Type Certificate (STC) authorizing use of unleaded motor gasoline.

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Movement Area – The Runways, Taxiways, and other areas of the Airport which are utilized for taxiing, hover taxiing, takeoff, and landing of aircraft (exclusive of aircraft parking, loading, unloading, fueling, and servicing areas) where aircraft are moved with radio contact with ATC or other aircraft. The Movement Area includes all areas under the direct and positive control of ATC. Specific approval for entry onto the movement area must be obtained from ATC.

Non-Commercial – Not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Non-Commercial Lessee – An entity that either owns or leases and operates aircraft for private purposes. In the case of a business, the operation of aircraft must be an ancillary activity to support the business's purposes by providing private transportation for the exclusive use of its Employees, agents, and/or customers. In all cases, the Non-Commercial Lessee neither offers nor engages in Commercial Aeronautical Activities.

Non-Commercial Flying Club – An entity that is legally formed as a non-profit entity with the State of Arkansas that collectively owns and operates aircraft and restricts membership from the public.

Non-Movement Area – Those portions of the Airport where aircraft taxi or are moved without radio contact with ATC or other aircraft.

Notice to Air Mission (NOTAM) – Guidelines regarding aeronautical operations issued by a representative of the FAA, Airport Operations, ATC, or other authorized Agency.

Object Free Area (OFA) – An area on the ground centered on a Runway, Taxiway, or Taxilane centerline provided to enhance the safety of aircraft operations by having the area free of object, except for objects that need to be in the Object Free Area for air navigation or aircraft ground maneuvering purposes.

Obstacle Free Zone (OFZ) – A defined volume of airspace centered above the Runway centerline extending 200 feet beyond each end of the Runway.

Operator – An entity that has entered into an Agreement to engage in Commercial Aeronautical Activities at the Airport.

Passenger Terminal Building – The building at an airport where the passenger processes of ticketing, baggage check-in, security screening, aircraft boarding, baggage claim, customs, and immigration are accomplished for Commercial Air Carrier activities.

Participant – Persons paying a fee to an Operator and subsequently participating in Commercial Skydiving.

Paved – Covered with asphalt or concrete that forms a firm level surface.

Permittee – An entity who has entered into an Agreement to conduct an Activity at the Airport.

Primary Management Compliance Documents (PMCDs) – A compendium of rules, regulations, standards, and policies that govern the development, operation, and management of the Airport, adopted by resolution of the Authority, as may be amended from time to time, including Rules and Regulations, Leasing Policy, Minimum Standards, and Development Standards.

Private Vehicle – Any vehicle operated for transportation of persons or baggage for which no revenue is being derived either directly or indirectly.

Property – Any tangible or intangible possession that is owned by an entity or a person.

Public Area – Those areas normally used by the public. Such areas include concessionaire shops, restrooms, Passenger Terminal Building lobbies, hallways, passageways, public transportation waiting areas, viewing areas, roadways, walkways, sidewalks, and vehicle parking lots. Public areas do not include the areas owned and/or leased by Commercial businesses unless such businesses so designate certain areas as public use areas. Public Areas do not include the AOA, Restricted Areas, and employee parking lots.

Ramp – Those paved areas of the Airport within the AOA designated by the Authority for parking, loading, unloading, fueling, or servicing of aircraft.

Readily Available – Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.

Refueling Vehicle – Any vehicle used for transporting, handling, or dispensing of fuels and lubricants.

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Repair Station – A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. Repair Stations are certificated under 14 CFR Part 145.

Restricted Area - Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel (pursuant to applicable federal, state, and local statutes and ordinances) including, but not limited to the AOA, Runways, Taxiways, Taxilanes, and fire lanes, fuel farm, Airport maintenance facilities/shop, mechanical rooms, electrical vaults, computer server room, fire breaks and any other areas marked/posted as restricted with signage, or placards.

Rules and Regulations – PMCD that sets forth the rules and regulations for the safe, secure, orderly, and efficient use of the Airport, as may be amended from time to time.

Runup – Aircraft engine operation above normal idle power for purposes other than initiating or sustaining taxiing or takeoff.

Runway – An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of aircraft.

Runway Safety Area (RSA) - A defined surface surrounding the Runway prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot or excursion from the Runway.

Secured Area – A portion of an airport, specified in the Airport Security Program, in which certain security measures specified in 49 CFR Part 1542 are carried out. This area is where Aircraft Operators and foreign air carriers that have a security program under 49 CFR Part 1544 or 1546 enplane and deplane passengers and sort and load baggage and any adjacent areas that are not separated by adequate security measures.

Security Identification Display Area (SIDA) – A portion of the AOA identified in the Airport Security Program where each person is required to continuously display, on their outermost garment, an airport approved identification medium unless under Authority approved escort.

Security Plan – A document developed by Operators to ensure the safety and security of people and property at the Airport.

Self-Fueling The Non-Commercial fueling of an aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's vehicles, Equipment, and resources.

Self-Service – The servicing of an aircraft (i.e., maintaining, repairing, fueling, etc.) by the Aircraft Owner or the Aircraft Owner's Employees using the Aircraft Owner's vehicles, Equipment, and resources.

Skydive/Parachute Jumping – Jumping from an aircraft at a moderate or high altitude and deploying a parachute to create drag or lift for descent to the ground.

Special Event – Any event at the Airport whereby individuals have unescorted access to the AOA or any event that may or will require: the assistance of Authority staff (outside the realm of typical duties); the closure of any portion of any roadway, walkway, vehicle parking area, Ramp, Taxilane, Taxiway, or Runway; and/or the issuance of an airspace waiver or NOTAM.

Specialized Aviation Service Operator (SASO) – A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, aircraft rental or flight training, aircraft charter or aircraft management, aircraft sales, and other Commercial Aeronautical Activities.

Spill Prevention, Control, and Countermeasures Plan (SPCC) – A written contingency plan defined by the EPA that covers procedures, points of contact, the chain of command, and individual responsibilities for preventing and controlling spills.

Texarkana Regional Airport Rescue and Fire Department (Fire Department) – The Authority Fire Department providing aircraft rescue and fire services as well as several community services to the Authority.

Sterile Area – The area in the Passenger Terminal Building beyond the security screening checkpoint(s).

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Student and Renter Liability – Insurance coverage pertaining to bodily injury, personal injury, and Property damage (excluding aircraft hull) for students and renters of aircraft.

Sublease – An agreement entered into by an entity with a Lessee that transfers rights or interests in the Lessee's Leased Premises and for which, the Authority has given proper consent.

Sublessee – An entity that has entered into a Sublease with a Lessee that has been properly consented to by the Authority.

Taxilane – The portion of the Ramp used for access between Taxiways and Ramps. Taxilanes are always outside the Movement Area and differentiated from a Taxiway by the required Object Free Area requirements stipulated by the FAA.

Taxiway – A defined path, usually paved, over which aircraft can taxi from one part of an airport to another (excluding the Runway). ATC must have a clear line of sight to all Taxiway centerlines. Additionally, a Taxiway is further differentiated from a Taxilane by the required Object Free Area requirements stipulated by the FAA.

Tenant – A person, Association, or entity that has entered into an agreement with either the Authority or Operator to occupy land and/or Improvements at the Airport for commercial or non-commercial purposes.

Through-the-Fence – When an airport sponsor grants an entity ground access by an aircraft across the airport's property boundary to the airport's airside infrastructure (commonly through-the-fence) and permission to engage in associated activities from property adjacent to the airport.

Tiedown – An area paved or unpaved suitable for parking and mooring of aircraft wherein suitable anchoring points and related equipment are located.

Transient Aircraft – Any aircraft utilizing the Airport for occasional or temporary purposes which is not a Based Aircraft.

Vehicle Operator – Any person who is in actual physical control of a vehicle.

Weapons – Including, but not limited to, firearms, tear gas, mace, pepper spray, or other similar devices, materials, or substances) or explosives.

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B-2. Acronyms

A&P Mechanic	Airframe and Powerplant Mechanic
AC	Advisory Circular
ACM	Airport Certification Manual
ALP	Airport Layout Plan
AOA	Air Operations Area
APU	Auxiliary Power Unit
ARFF	Aircraft Rescue and Fire Fighting
ASP	Airport Security Program
ATC	Air Traffic Control
Avgas	Aviation Gasoline
CFR	Code of Federal Regulations
CVO	Commercial Vehicle Operator
DEF	Diesel Exhaust Fluid
DHS	Department of Homeland Security
DOT	Department of Transportation
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
FAA	Federal Aviation Administration
FM	Factory Mutual
FY	Fiscal Year
FBO	Fixed Base Operator
ME	Multi-Engine Aircraft
NPIAS	National Plan of Integrated Airport Systems
NOTAM	Notice To Air Mission
SASO	Specialized Aviation Service Operator
SE	Single-Engine Aircraft
SIDA	Security Identification Display Area
SMS	Safety Management System
SPCC Plan	Spill Prevention, Control, and Countermeasures Plan
SWPPP	Storm Water Pollution Prevention Plan
TSA	Transportation Security Administration
UAS	Unmanned Aircraft System
UAV	Unmanned Aerial Vehicle
UFC	Universal Fire Code
UL	Underwriters Laboratories
USPA	United States Parachute Association

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City of Texarkana, Texas

Version: B

Briefing Sheet

Update Date: 12/5/2023 12:11 PM

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

Subject: Resolution No. 2023-148 adopting and approving Highly Qualified Professional Services Providers for future architectural, engineering, and surveying projects.

Briefing: 12/11/2023 **Public Hearing:** 12/11/2023 **Council Vote:** 12/11/2023

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The Public Works Department issued a Request for Qualifications (RFQ 23-1901-12 – ATTH 01) for evaluation of the qualifications and competence of architectural, engineering, and surveying professional services providers for future projects. The RFQ categorized anticipated architectural, engineering, and land surveying projects and invited responses from providers to one or more categories of projects in an effort, as advertised, to submit to the Council for approval a list of those providers who ranked highest in the evaluative process.

Timeline of RFQ publication and review:

Posting on city website:	September 8, 2023
Newspaper publication:	September 10, 2023 and September 17, 2023
Opened responses to RFQ:	October 10, 2023 at 10 am

The Public Works Department evaluated the submissions received to the RFQ and ranked the responding professionals set out in Section 1 of the proposed resolution as highly competent – the highest ranking – in the respective project category or categories. (ATTH 02.) The Public Works Department submits and recommends to the City Council that these professional services providers are the most "highly qualified" providers for use by City administration on future architectural, engineering, or surveying projects, as applicable, subject to the contract negotiation process as required by law and City purchasing policies.

In the event a professional services provider for architectural, engineering, and land surveying projects not on this list desires to have its qualifications reviewed, the Resolution provides for Council discretion to amend this list if the provider is evaluated by the Public Works Department as highly competent, meeting all RFQ submittal requirements, and is recommended for inclusion.

Potential Options:

Adopt and approve (or not) the list of highly qualified professional services providers for use by city

administration on future architectural, engineering, or surveying projects.

Fiscal Implications:

Funds will be available to cover these expenses.

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. 2023-148 RES list arch eng surv (DOCX)
b. 2023-148 ATTH 01 RFQ 23-1901-12 (PDF)
c. 2023-148 ATTH 02 Ranking (PDF)
d. 2023-148 Goals & Perspectives (DOCX)
e. 2023-148 RES Prof. Svc. Arch. Eng. Survey. signed(PDF)

Staff Coordination

Public Works Department	Completed	Dusty Henslee	Department Head Review	10/26/2023 8:44 AM
City Attorney	Jeffery C. Lewis	Review	Completed	10/26/2023 4:11 PM
Finance Department	Kristin Peeples	Review	Completed	10/30/2023 9:37 AM
City Manager	David Orr	City Manager Review	Completed	11/08/2023 7:52 AM
City Council	Jennifer Evans	Meeting	Completed	11/13/2023 6:00 PM

Meeting History

11/13/23 City Council MOVED FORWARD Next: 12/11/23

RESOLUTION NO. 2023-148

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ADOPTING AND APPROVING HIGHLY QUALIFIED PROFESSIONAL SERVICES PROVIDERS FOR USE BY CITY ADMINISTRATION ON FUTURE ARCHITECTURAL, ENGINEERING, OR SURVEYING PROJECTS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 2254, Subchapter A, of the Texas Government Code provides for procuring architectural, engineering, or land surveying services, directing a governmental entity to first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications, and thereafter negotiate with that provider a contract at a fair and reasonable price; and

WHEREAS, the Public Works Department issued a request for qualifications, RFQ 23-1901-12 ("the RFQ"), inviting responders to submit information on competence and qualifications to perform professional architectural, engineering, and surveying services as needed by the City; and

WHEREAS, the RFQ identified the following project categories and invited responders to submit responses to one or more categories of projects listed:

Architectural Projects

- New or remodels of existing facilities related to architectural design

Engineering Projects

- Street Construction Design Projects - new and reconstruction type projects
- Hydrology Projects - drainage studies, FEMA and floodplain related projects, and new and rehabilitation drainage infrastructure improvement projects
- Utility Infrastructure Projects – new and rehabilitation of water and sanitary sewer systems
- Geotechnical – soil testing and classifications and pavement, foundation, and subgrade designs

Land Surveying Projects

- Boundary surveying
- Topographic surveying
- ROW and Easement Document preparation and acquisition
- Legal descriptions preparation

WHEREAS, the RFQ established the following ranking divisions and evaluative criteria:

Ranking divisions:

- Highly competent
- Competent
- Not ranked

Attachment: 2023-148 RES list arch eng surv [Revision 1] (4116 : 2023-148 RES Professional Service Providers for Architectural, Engineering,

Attachment: 2023-148 RES list arch eng surv [Revision 1] (4116 : 2023-148 RES Professional Service Providers for Architectural, Engineering,

Evaluative criteria for each of the project categories:

- Organization & qualifications
- Category-specific project experience
- Capacity to deliver services timely
- Professional licensure, credentials, and references
- Demonstrated competence on specific City projects
- Capacity to secure insurance per City requirements

WHEREAS, the RFQ gave notice to responders that all qualifications determined to be highly competent and meeting submittal requirements will be recommended and ranked, as may be applicable, to the City Council for consideration of adopting and approving a list of professional architects, engineers, and surveyors generally familiar with the needs of the City of Texarkana, Texas, for use by City administration on future architectural, engineering, or surveying projects, as applicable; and

WHEREAS, the Public Works Department evaluated the submissions received to the RFQ and ranked the following professionals as highly competent – the highest ranking – in the respective category or categories (professionals listed in alphabetical order per project categories):

Architectural:	KSA McCarty/Westwood
Engineering – Geotechnical Projects:	Braun Terracon McCarty/Westwood MTG
Engineering – Hydrology Projects:	EST HALFF McCarty/Westwood MTG
Engineering – Street Projects:	EST HALFF McCarty/Westwood MTG
Engineering – Utility Projects:	EST HALFF McCarty/Westwood MTG
Surveying:	Arrendondo, Zepeda, and Brunz EST HALFF JQ McCarty/Westwood MTG

WHEREAS, the Public Works Department submits and recommends to the City Council that the professional services providers listed in Section 1 of this Resolution, each receiving the highest ranking in their respective category or categories on the basis of demonstrated competence and qualifications, are the most "highly qualified" providers for use by City administration on future architectural, engineering, or surveying projects, as applicable, subject to the contract negotiation process as required by law and City purchasing policies.

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

SECTION 1: The City Council adopts and approves the following professional services providers as the most highly qualified providers of the respective projects and services categorized below on the basis of demonstrated competence and qualifications, each provider receiving the highest ranking in their respective category or categories of professional services following an evaluation of responses to a request for qualifications; and subject to Section 2 of this Resolution, these providers may be utilized by City administration on future architectural, engineering, or surveying projects, as applicable:

Architectural:	KSA McCarty/Westwood
Engineering – Geotechnical Projects:	Braun Terracon McCarty/Westwood MTG
Engineering – Hydrology Projects:	EST HALFF McCarty/Westwood MTG
Engineering – Street Projects:	EST HALFF McCarty/Westwood MTG
Engineering – Utility Projects:	EST HALFF McCarty/Westwood MTG
Surveying:	Arrendondo, Zepeda, and Brunz EST HALFF JQ McCarty/Westwood MTG

Attachment: 2023-148 RES list arch eng surv [Revision 1] (4116 : 2023-148 RES Professional Service Providers for Architectural, Engineering,

SECTION 2: City administration shall follow the requirements of negotiating contracts for professional services from a particular provider pursuant to Chapter 2254, Subchapter A, of the Texas Government Code, and proposed contracts shall be submitted for approval to the City Council or, if applicable pursuant to City purchasing policies, to the City Manager.

SECTION 3: The City Council may consider amending the list of providers set out in Section 1 of this Resolution in the event a professional services provider for one or more of the project categories identified in the RFQ desires to submit a response to the RFQ, and that provider is evaluated by the Public Works Department as highly competent, meeting all submittal requirements, and is recommended for inclusion.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **11th day of December, 2023**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2023-148 RES list arch eng surv [Revision 1] (4116 : 2023-148 RES Professional Service Providers for Architectural, Engineering,

SUBMIT RESPONSE TO: CITY OF TEXARKANA, TEXAS PUBLIC WORKS/CONTRACTS DEPARTMENT MAILING ADDRESS: 220 TEXAS BLVD TEXARKANA, TEXAS 75501 CONTACT PERSON: **Angela Humphrey** TEL: 903–798-3942 humphrey@txkusa.org	CITY OF TEXARKANA **REQUEST FOR QUALIFICATIONS**	
TITLE: **PROFESSIONAL ARCHITECTURAL, ENGINEERING, AND SURVEYING SERVICES [AS NEEDED]**	NUMBER: **23-1901-12**	**Bid Opening Date:** Tuesday, October 10, 2023 @ 10:00 AM
Enter Name of Responder:		
Enter Responder's Mailing Address:		
For direct City contact, enter Responder's primary contact person, telephone number, and e-mail address: ***Contact person:*** _____ ***Telephone Number: ( )*** _____ - _____ ***Email Address:*** _____		

THE UNDERSIGNED RESPONDER, HAVING EXAMINED THE REQUEST FOR QUALIFICATIONS AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE ATTACHED RESPONSE. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN REJECTION OF THE RESPONSE.

Authorized Signature	**Title**
Print/Type Name	**Date**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.
ELECTRONIC RESPONSES SHALL NOT BE ACCEPTED.

Attachment: 2023-148 ATTH 01 RFQ 23-1901-12 [Revision 1] (4116 : 2023-148 RES Professional Service Providers for Architectural,

CITY OF TEXARKANA, TEXAS, TEXAS
RFQ #23-1901-12
PROFESSIONAL ARCHITECTURAL, ENGINEERING, AND SURVEYING SERVICES [AS NEEDED]

ALL RESPONDERS MUST FAMILIARIZE THEMSELVES WITH THE FOLLOWING INSTRUCTIONS AND GENERAL REQUIREMENTS.

I. INSTRUCTIONS

1 RESPONSE DELIVERY, TIME & DATE

1.1 The City of Texarkana, Texas will receive written responses until **10:00 a.m. CST, Tuesday, October 10, 2023,** at the office of the Contract Administrator listed below. Any response received after the date and hour specified will be rejected and returned unopened to the responder. Responses must be addressed to:

Physical/ Mailing Address:
City of Texarkana, Texas
Public Works and Contracts Department
Attn: Angela Humphrey
220 Texas Blvd, 4th Floor
Texarkana, Texas 75501

1.2 Each responders is responsible to ensure delivery of its response to City of Texarkana, Texas – City Hall, 220 Texas Blvd, Texarkana, Texas, Attn: Angela Humphrey [deliver either to the City Hall 1st floor Kiosk or 4th Floor Public Works and Contract Department Office]. Mailing a response does not ensure that the response will be delivered on time or delivered at all.

1.3 The City of Texarkana, Texas reserves the right to postpone the date and time for accepting responses through an addendum.

2 EXAMINATIONS OF DOCUMENTS AND REQUIREMENTS

2.1 Each responder shall carefully examine all RFQ documents and thoroughly familiarize itself with all requirements prior to submitting a response to ensure that the response meets the intent of this RFQ.

2.2 Before submitting a response, each responder shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFQ. Failure to make such investigations and examinations shall not relieve the responder from the obligation to comply, in every detail, with all provisions and requirements of the Request for Qualifications.

Attachment: 2023-148 ATTH 01 RFQ 23-1901-12 [Revision 1] (4116 : 2023-148 RES Professional Service Providers for Architectural,

2.3 To facilitate the clarification of requirements, please direct all questions concerning this RFQ to Angela Humphrey, Contract Administrator, by way of email to humphrey@txkusa.org. Responses to questions, if any, will be posted on the City's website. The deadline for any questions will be **Friday, September 29, 2023, at 4:00 p.m.**

3 ABOUT THIS DOCUMENT

This document is a Request for Qualifications. It differs from an Invitation for Bid in that the City of Texarkana, Texas is **requesting information on the competence and qualifications to perform professional architectural, engineering, and surveying services as needed by the City.** Responses will be evaluated based upon criteria formulated. The City will thoroughly review all responses received. For the professional services sought, Texas law directs identifying most highly qualified providers of services on the basis of demonstrated competence and qualifications.

4 SUBMISSIONS

Submissions should be limited to 25 pages, using 8.5" x 11" single sided paper. Responses must be submitted to the City of Texarkana, Texas – City Hall, 220 Texas Blvd, Texarkana, Texas, Attn: Angela Humphrey [deliver either to the City Hall 1st floor Kiosk or 4th Floor Public Works and Contract Department Office] no later than **10:00 a.m. on, Tuesday, October 10, 2023**. A total of six (6) hard copies of the Request for Qualifications (RFQ) package must be submitted to the City in a sealed envelope marked **"RFQ 23-1901-12 PROFESSIONAL ARCHITECTURAL, ENGINEERING AND SURVEYING SERVICES [AS NEEDED]."** A responder may submit responses to one or more categories of projects listed in the terms and conditions below. Each responder will clearly state the respective category of project listed in the terms and conditions below for which it is qualified to render professional services to the City.

5 EVALUATIVE CRITERIA AND RANKING DIVISIONS PER PROJECT CATEGORIES

Evaluative criteria for each of the project categories listed in Section VII, below:

- Organization & qualifications
- Category-specific project experience
- Capacity to deliver services timely
- Professional licensure, credentials, and references
- Demonstrated competence on specific City projects
- Capacity to secure insurance per City requirements

Ranking divisions:

- Highly competent
- Competent
- Not ranked
-

Attachment: 2023-148 ATTH 01 RFQ 23-1901-12 [Revision 1] (4116 : 2023-148 RES Professional Service Providers for Architectural,

6 SCHEDULE OF EVENTS (subject to change)

6.1	RFQ Release and Advertisement	September 10 and 17, 2023
6.2	Question and Answer Ends	September 29, 2023
6.3	RFQ Due	October 10, 2023
6.4	City Council Meeting	October 23, 2023

The City reserves the right to modify this schedule as required.

II. GENERAL REQUIREMENTS

This RFQ is intended to provide responders with sufficient information to prepare a response that will enable the City administration to submit to its governing City Council a proposed list of professional architects, engineers, and surveyors generally familiar with the needs of the City of Texarkana, Texas, meeting the selection criteria in this RFQ, for the consideration of and ranking, as may be applicable, an adopted and approved list of professional services providers for use by City administration on future architectural, engineering, or surveying projects, as applicable.

The City notifies all responders that in regard to any contract entered into as may follow this RFQ, Historically Underutilized Businesses (HUB's) will be afforded equal opportunities to submit responses and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award. A HUB is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

III. INDEPENDENT CONTRACTOR RELATIONSHIP

In the performance of Services hereunder, the RESPONDER shall be an independent contractor with the authority to control and direct the performance of the details of Services and its own means and methods. The RESPONDER shall not be considered a partner, affiliate, agent, or employee of the City and shall in no way have any authority to bind the City to any obligation.

IV. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, THE RESPONDER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF TEXARKANA, TEXAS AND ITS GOVERNING CITY COUNCIL, ELECTED OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST ANY CLAIMS, LOSSES, DAMAGES, DEMANDS, SUITS, CAUSES OF ACTION, SETTLEMENTS, LIABILITIES, COSTS, FINES, JUDGMENTS, AND EXPENSES INCLUDING WITHOUT LIMITATION REASONABLE AND NECESSARY COURT COSTS, EXPERTS' FEES, AND ATTORNEY'S FEES (COLLECTIVELY, "LOSSES"), ARISING IN FAVOR OF OR BROUGHT BY ANY THIRD PARTY, TO THE EXTENT CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY RESPONDER, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE RESPONDER

Attachment: 2023-148 ATTH 01 RFQ 23-1901-12 [Revision 1] (4116 : 2023-148 RES Professional Service Providers for Architectural,

EXERCISES CONTROL, UNDER OR IN CONNECTION WITH ANY AGREEMENT OR WORK ORDER, EVEN IF SUCH LOSSES ARE CAUSED IN PART BY THE NEGLIGENCE OR FAULT, BREACH OR VIOLATION OF STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE, OR BREACH OF CONTRACT OF AN INDEMNITEE, OR ANY THIRD PARTY UNDER AGENCY OR EMPLOYMENT, OR SUBCONTRACTORS OF ANY TIER.

V: LIMITATION OF LIABILITY

In any professional services contract that may be negotiated with any responder, neither the City of Texarkana, Texas, nor the responder shall be liable to the other or its affiliates for any loss of profit, loss of revenue, loss of use or any other indirect, consequential, or special damages excluding fines and penalties levied by a regulatory agency, even if caused by the sole or concurrent negligence of a party, whether active or passive, and even if advised of the possibility thereof.

Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City of Texarkana, Texas.

VII. PROJECT CATEGORIES

Each responder shall submit a statement of qualifications as outlined in **Section VIII for each designated category or categories of projects for which the responder intends to provide professional services — general architectural, engineering, and / or surveying services — on an as-needed basis**. All qualifications that are determined to be highly competent and meet submittal requirements will be recommended and ranked, as may be applicable, to the City Council for consideration of adopting and approving a list of professional services providers for use by City administration on future architectural, engineering, or surveying projects, as applicable, described below:

A. Engineering Projects
    a. Street Construction Design Projects - new and reconstruction type projects
    b. Hydrology Projects - drainage studies, FEMA and floodplain related projects, and new and rehabilitation drainage infrastructure improvement projects
    c. Utility Infrastructure Projects – new and rehabilitation of water and sanitary sewer systems
    d. Geotechnical – soil testing and classifications and pavement, foundation, and subgrade designs
B. Land Surveying Projects
    a. Boundary surveying
    b. Topographic surveying
    c. ROW and Easement Document preparation and acquisition
    d. Legal descriptions preparation
C. Architectural Projects
    a. New or remodels of existing facilities related to architectural design

Attachment: 2023-148 ATTH 01 RFQ 23-1901-12 [Revision 1] (4116 : 2023-148 RES Professional Service Providers for Architectural,

VIII. TERMS AND CONDITIONS FOR RESPONSE

The City reserves the right to reject any or all responses to the RFQ, to advertise for new responses, or to accept any response deemed to be in the best interest of the City. A response to this RFQ should not be construed as a contract or an indication of a commitment of any kind on the part of the City, nor does it commit the City to pay for costs incurred in the submission of a response to this RFQ or for any cost incurred prior to the execution of a final contract.

Upon selection and successful negotiation of a contract, the City reserves the right to dismiss any part or all of the responder's team, as applicable, when, in the City's opinion, the project is not progressing as scheduled or is hindered in any way by the actions or personalities of team members.

Qualifications packages should include, but not be limited to, information responsive to the project categories in Section VII. At a minimum, each submission must be arranged according to the following outline, segregated per project category as applicable:

1. Title Sheet: The title sheet must provide the project category (that is, engineering, land surveying, or architectural), name(s) of the primary team members, and the name of the primary contact clearly identified.
2. Cover Letter
3. Table of Contents
4. Summary of firm's background and focus.
5. List of responder's entire team/firm (Principals, Project Managers, Support Staff, etc.)
    a. If teaming with one or more subconsultants, disclose the same information for the subconsultant(s).
6. Provide a minimum of ten (10) representative completed projects (including subconsultants if any). Please include a variety of the project types you have performed. Each past performance project description should also contain:
    a. Location;
    b. Client;
    c. Date of project involvement;
    d. Project description including illustrative materials and a written description of why this project is pertinent to this RFQ;
    e. Known or probable cost and scope of the project;
    f. Specific services performed by the responder.
7. Professional References: List a minimum of three (3) references for the responder itself. List references for the example projects. For each reference, list the contact's name, address, phone number and relationship to the firm.
8. Statement of Philosophy and Project Understanding: Provide a concise statement (one page) outlining the philosophy of the responder in approaching projects of this nature, grasp of issues, and goals to address when delivering the specific professional services to a Texas municipality.
9. Evidence of professional licensing in Texas.
10. Evidence and insurance agent certification of insurability per City requirements. Set out below is an excerpt of insurance requirements typically utilized in City contracts. Following the insurance requirements, an insurance agent certification specific to this RFQ is included that must be completed by the responder's insurance agent or broker:

Attachment: 2023-148 ATTH 01 RFQ 23-1901-12 [Revision 1] (4116 : 2023-148 RES Professional Service Providers for Architectural,

INSURANCE REQUIREMENTS

(a) Commercial General Liability (CGL) insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage. Coverage must be written on an occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit. CGL shall include coverage for:

1. *Premises/Operations*
2. *Products Completed Operations*
3. *Independent Contractors*
4. *Personal Injury*
5. *Contractual Liability*

(b) Workers Compensation insurance at statutory limits.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $500,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The successful bidder may maintain reasonable and customary deductibles, subject to approval by the City.

A comprehensive general liability insurance form may be used in lieu of a commercial general liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $500,000 per occurrence, combined single limit; and coverage must include a broad form comprehensive general liability endorsement, coverage for products/completed operations, and broad form contractual liability covering the obligations included in the contract.

With reference to the foregoing insurance requirement, the successful bidder shall specifically endorse applicable insurance policies as follows:

(1) The City shall be named as an additional insured with respect to general liability.

(2) A waiver of subrogation in favor of the City of Texarkana, Texas shall be contained in the workers compensation coverage.

(3) All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.

(4) All insurance policies shall be endorsed to the effect that the City will receive at least 10 days' notice prior to cancellation, non-renewal, or termination of the insurance.

(5) All copies of Certificates of Insurance shall reference the project/contract number for which the insurance is being supplied.

The City prefers that all insurance be purchased from an insurance company that meets the following requirements:

1) A financial rating of A: VII or better as assigned by the BEST rating Company or A or better by Standard and Poor's.
2) Written by companies approved by the State of Texas and acceptable to the City of Texarkana, Texas.

All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

1) The insurance set forth by the insurance company are underwritten on forms, which have been approved by the Texas State Board of Insurance.

2) Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.

3) Shall specifically set forth the notice of cancellation or termination provisions to the City of Texarkana, Texas.

Attachment: 2023-148 ATTH 01 RFQ 23-1901-12 [Revision 1] (4116 : 2023-148 RES Professional Service Providers for Architectural,

CITY OF TEXARKANA
INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed by Appropriate Insurance Agent/Broker

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this RFQ have been reviewed by me with the below identified responder. If the below identified responder is awarded a professional services contract by the City of Texarkana, I or my agency will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements described in this RFQ.

_____ _____
Agent (Signature) Agent (Print)

Name of Agency/Broker: _____

Address of Agent/Broker: _____

City/State/Zip: _____

Agent/Broker Telephone Number: _____

RESPONDER'S NAME: _____
(Print or Type)

NOTE TO AGENT/BROKER
If this requirement is not met, the City has the right to reject this response. If you have any questions, please contact the City of Texarkana at (903) 798-3942.

Attachment: 2023-148 ATTH 01 RFQ 23-1901-12 [Revision 1] (4116 : 2023-148 RES Professional Service Providers for Architectural,

Scoring Criteria RFQ -23-1901-12 - Architectural Services

	KSA			McCartney/Westwood		
	Highly Competent	*Competent*	*Not Ranked*	*Highly Competent*	*Competent*	*Not Ranked*
Scorer 1	X			X		
Scorer 2	X			X		
Scorer 3	X			X		

Scoring Criteria RFQ -23-1901-12 - Surveying

	MTG			EST			HALFF			JQ			Arrendondo, Zepeda, and Brunz			McCarty/Westwood		
	Highly Competent	*Competent*	*Not Ranked*	*Highly Competent*	*Competent*	*Not Ranked*	*Highly Competent*	*Competent*	*Not Ranked*	*Highly Competent*	*Competent*	*Not Ranked*	*Highly Competent*	*Competent*	*Not Ranked*	*Highly Competent*	*Competent*	*Not Ranked*
Scorer 1	X			X			X			X			X			X		
Scorer 2	X			X			X			X			X			X		
Scorer 3	X			X			X			X			X			X		

Scoring Criteria RFQ -23-1901-12 - Engineering Services - Street Projects

	MTG			EST			HALFF			McCarty/Westwood		
	Highly Competent	*Competent*	*Not Ranked*	*Highly Competent*	*Competent*	*Not Ranked*	*Highly Competent*	*Competent*	*Not Ranked*	*Highly Competent*	*Competent*	*Not Ranked*
Scorer 1	X			X			X			X		
Scorer 2	X			X			X			X		
Scorer 3	X			X			X			X		

Scoring Criteria RFQ -23-1901-12 - Engineering Services - Hydrology Projects

	MTG			EST			HALFF			McCarty/Westwood		
	Highly Competent	*Competent*	*Not Ranked*	*Highly Competent*	*Competent*	*Not Ranked*	*Highly Competent*	*Competent*	*Not Ranked*	*Highly Competent*	*Competent*	*Not Ranked*
Scorer 1	X			X			X			X		
Scorer 2	X			X			X			X		
Scorer 3	X			X			X			X		

Scoring Criteria RFQ -23-1901-12 - Engineering Services - Utility Projects

	MTG			EST			HALFF			McCarty/Westwood		
	Highly Competent	*Competent*	*Not Ranked*	*Highly Competent*	*Competent*	*Not Ranked*	*Highly Competent*	*Competent*	*Not Ranked*	*Highly Competent*	*Competent*	*Not Ranked*
Scorer 1	X			X			X			X		
Scorer 2	X			X			X			X		
Scorer 3	X			X			X			X		

Scoring Criteria RFQ -23-1901-12 - Engineering Services - Geotech Projects

	Braun			Terracon			EST			McCarty/Westwood		
	Highly Competent	*Competent*	*Not Ranked*	*Highly Competent*	*Competent*	*Not Ranked*	*Highly Competent*	*Competent*	*Not Ranked*	*Highly Competent*	*Competent*	*Not Ranked*
Scorer 1	X			X			X			X		
Scorer 2	X			X			X			X		
Scorer 3	X			X			X			X		

Attachment: 2023-148 ATTH 02 Ranking [Revision 1] (4116 : 2023-148 RES Professional Service Providers

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	Low

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2023-148 Goals & Perspectives (4116 : 2023-148 RES Professional Service Providers for Architectural, Engineering, and Surveying

RESOLUTION NO. 2023-148

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ADOPTING AND APPROVING HIGHLY QUALIFIED PROFESSIONAL SERVICES PROVIDERS FOR USE BY CITY ADMINISTRATION ON FUTURE ARCHITECTURAL, ENGINEERING, OR SURVEYING PROJECTS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 2254, Subchapter A, of the Texas Government Code provides for procuring architectural, engineering, or land surveying services, directing a governmental entity to first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications, and thereafter negotiate with that provider a contract at a fair and reasonable price; and

WHEREAS, the Public Works Department issued a request for qualifications, RFQ 23-1901-12 ("the RFQ"), inviting responders to submit information on competence and qualifications to perform professional architectural, engineering, and surveying services as needed by the City; and

WHEREAS, the RFQ identified the following project categories and invited responders to submit responses to one or more categories of projects listed:

Architectural Projects
- New or remodels of existing facilities related to architectural design

Engineering Projects
- Street Construction Design Projects - new and reconstruction type projects
- Hydrology Projects - drainage studies, FEMA and floodplain related projects, and new and rehabilitation drainage infrastructure improvement projects
- Utility Infrastructure Projects – new and rehabilitation of water and sanitary sewer systems
- Geotechnical – soil testing and classifications and pavement, foundation, and subgrade designs

Land Surveying Projects
- Boundary surveying
- Topographic surveying
- ROW and Easement Document preparation and acquisition
- Legal descriptions preparation

WHEREAS, the RFQ established the following ranking divisions and evaluative criteria:

Ranking divisions:
- Highly competent
- Competent
- Not ranked

Attachment: 2023-148 RES Prof. Svc. Arch. Eng. Survey. signed (4116 : 2023-148 RES Professional Service Providers for Architectural,

Evaluative criteria for each of the project categories:

- Organization & qualifications
- Category-specific project experience
- Capacity to deliver services timely
- Professional licensure, credentials, and references
- Demonstrated competence on specific City projects
- Capacity to secure insurance per City requirements

WHEREAS, the RFQ gave notice to responders that all qualifications determined to be highly competent and meeting submittal requirements will be recommended and ranked, as may be applicable, to the City Council for consideration of adopting and approving a list of professional architects, engineers, and surveyors generally familiar with the needs of the City of Texarkana, Texas, for use by City administration on future architectural, engineering, or surveying projects, as applicable; and

WHEREAS, the Public Works Department evaluated the submissions received to the RFQ and ranked the following professionals as highly competent – the highest ranking – in the respective category or categories (professionals listed in alphabetical order per project categories):

Architectural:	KSA McCarty/Westwood
Engineering – Geotechnical Projects:	Braun Terracon McCarty/Westwood MTG
Engineering – Hydrology Projects:	EST HALFF McCarty/Westwood MTG
Engineering – Street Projects:	EST HALFF McCarty/Westwood MTG
Engineering – Utility Projects:	EST HALFF McCarty/Westwood MTG
Surveying:	Arrendondo, Zepeda, and Brunz EST HALFF JQ McCarty/Westwood MTG

Attachment: 2023-148 RES Prof. Svc. Arch. Eng. Survey. signed (4116 : 2023-148 RES Professional Service Providers for Architectural,

WHEREAS, the Public Works Department submits and recommends to the City Council that the professional services providers listed in Section 1 of this Resolution, each receiving the highest ranking in their respective category or categories on the basis of demonstrated competence and qualifications, are the most "highly qualified" providers for use by City administration on future architectural, engineering, or surveying projects, as applicable, subject to the contract negotiation process as required by law and City purchasing policies.

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

SECTION 1: The City Council adopts and approves the following professional services providers as the most highly qualified providers of the respective projects and services categorized below on the basis of demonstrated competence and qualifications, each provider receiving the highest ranking in their respective category or categories of professional services following an evaluation of responses to a request for qualifications; and subject to Section 2 of this Resolution, these providers may be utilized by City administration on future architectural, engineering, or surveying projects, as applicable:

Architectural:	KSA McCarty/Westwood
Engineering – Geotechnical Projects:	Braun Terracon McCarty/Westwood MTG
Engineering – Hydrology Projects:	EST HALFF McCarty/Westwood MTG
Engineering – Street Projects:	EST HALFF McCarty/Westwood MTG
Engineering – Utility Projects:	EST HALFF McCarty/Westwood MTG
Surveying:	Arrendondo, Zepeda, and Brunz EST HALFF JQ McCarty/Westwood MTG

Attachment: 2023-148 RES Prof. Svc. Arch. Eng. Survey. signed (4116 : 2023-148 RES Professional Service Providers for Architectural,

SECTION 2: City administration shall follow the requirements of negotiating contracts for professional services from a particular provider pursuant to Chapter 2254, Subchapter A, of the Texas Government Code, and proposed contracts shall be submitted for approval to the City Council or, if applicable pursuant to City purchasing policies, to the City Manager.

SECTION 3: The City Council may consider amending the list of providers set out in Section 1 of this Resolution in the event a professional services provider for one or more of the project categories identified in the RFQ desires to submit a response to the RFQ, and that provider is evaluated by the Public Works Department as highly competent, meeting all submittal requirements, and is recommended for inclusion.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **11th day of December, 2023**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:27 p.m.

Attachment: 2023-148 RES Prof. Svc. Arch. Eng. Survey. signed (4116 : 2023-148 RES Professional Service Providers for Architectural,

City of Texarkana, Texas

Version: I

Briefing Sheet

Update Date: 12/6/2023 11:40 AM

Lead Department: Water Utilities **Action Officer:** Pam White,

Subject: Ordinance No. 2023-149 establishing rural water and sewer infrastructure fees for residential and commercial customers outside the city limits; dedicating collected revenues from such fees to infrastructure replacement and depositing into the Texas Infrastructure Fund maintained by Texarkana Water Utilities; and amending the Master Fee List to reflect outside-city-limits water and sewer rates and fees.

Briefing: 12/11/2023 **Public Hearing:** 12/11/2023 **Council Vote:** 12/11/2023

Item Schedule

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

Updates/History of Briefing:

A revised rate sheet, restating the ten-year rate structure established by the City Council in Ordinance No. 2022-100, and now revising wording applicable to outside-city-limits rates, has been added to this proposed ordinance as Exhibit "A". This exhibit is incorporated by reference in Section 2 of the body of the ordinance; and the ordinance caption has been revised to reflect the operative effect of Section 2 amending the Master Fee List with this revised rate sheet.

Executive Summary and Background Information:

Texarkana Water Utilities proposes establishing rural water and sewer infrastructure fees for residential and commercial customers outside the city limits. Infrastructure fixed are fixed fees added to the minimum monthly charge for water and/or sewer services, with the collected revenues from such fees dedicated to infrastructure repair and replacement, segregated from water and sewer rate payments, and deposited into the Texas Infrastructure Fund maintained by TWU. Infrastructure fees for water and sewer customers inside the city limits are currently being charged and were included in the ten-year water and sewer rate structure approved by the City Council in Ordinance No. 2022-100.

The total square footage encompassing the City's OCL water or sewer service is approximately 58,510,282 square feet or 1,343 acres. The approximate number of outside city limits ("OCL") customers for water or sewer service total 812 for water (769 residential, 43 commercial) and 316 for sewer (302 residential, 14 commercial). The proposed fees for the customer classes are as follows:

Residential Customers Outside City Limits	
Water Infrastructure Fee	$2.25/month
Sewer Infrastructure Fee	$2.25/month
Commercial Customers Outside City Limits	
Water Infrastructure Fee	$5.63/month
Sewer Infrastructure Fee	$5.63/month

The proposed ordinance directs TWU staff to provide individual written notice of these changes to each of the OCL customers; the notice must include, at a minimum, the effective date of the new rates, the new rates, and the location where additional information on rates can be obtained; and the notice may be provided electronically if TWU has access to the ratepayer's e-mail address.

Potential Options:

Approve (or not) the proposed OCL water and sewer infrastructure fees for residential and commercial customers.

Fiscal Implications:

Projected annual revenue to the Infrastructure Fund of approximately $32,700.

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. 2023-149 ORD OCL water sewer infra fees (DOCX)
b. 2023-149 EXH 'A' Water Sewer Rates with OCL revision (DOCX)
c. 2023-149 Goals & Perspectives (DOCX)
d. 2023-149 ORD Infrastructure fee OCL signed (PDF)

Staff Coordination

Water Utilities	Gary Smith	Department Head Review	Completed	11/02/2023 2:21 PM
TWU Administration	Kenny Icenhower	Review	Completed	11/02/2023 4:05 PM
City Attorney	Jeffery C. Lewis	Review	Completed	11/08/2023 1:42 PM
City Manager	David Orr	City Manager Review	Completed	11/09/2023 8:02 AM
City Council	Jennifer Evans	Meeting	Completed	11/13/2023 6:00 PM

Meeting History

11/13/23 City Council MOVED FORWARD Next: 12/11/23

ORDINANCE NO. 2023-149

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ESTABLISHING RURAL WATER AND SEWER INFRASTRUCTURE FEES FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS OUTSIDE THE CITY LIMITS; DEDICATING COLLECTED REVENUES FROM SUCH FEES TO INFRASTRUCTURE REPLACEMENT AND DEPOSITING INTO THE TEXAS INFRASTRUCTURE FUND MAINTAINED BY TEXARKANA WATER UTILITIES; AMENDING THE MASTER FEE LIST TO REFLECT THE OUTSIDE CITY LIMITS WATER AND SEWER RATES AND FEES AS AMENDED BY THIS ORDINANCE; CONTAINING A SEVERABILITY CLAUSE; CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE OF JANUARY 1, 2024.

Recitals

WHEREAS, Sections 42-42(a)(2) and 42-44(a)(2) of the Code of Ordinances of the City of Texarkana, Texas, pertaining to water and sewer service, provide that infrastructure fees shall be in amounts as established by the City Council from time to time; and

WHEREAS, infrastructure fees, originally established by the City Council in Ordinance No. 294-99, effective August 23, 1999, are fixed fees added to the minimum monthly charge for water and/or sewer services, with the collected revenues from such fees dedicated to infrastructure replacement, segregated from water and sewer rate payments, and deposited into the Texas Infrastructure Fund maintained by Texarkana Water Utilities; and

WHEREAS, the City Council, by Ordinance No. 2022-100, effective October 1, 2022, adopted and approved a ten-year water and sewer rate structure, which included in-city residential and commercial water and sewer infrastructure fees (residential water $1.50/month, residential sewer $1.50/month, commercial water $3.75/month, commercial sewer $3.75/month); and

WHEREAS, the approximate number of outside city limits ("OCL") customers for water or sewer service total 812 for water (769 residential, 43 commercial) and 316 for sewer (302 residential, 14 commercial), and the total square footage encompassing the City's OCL water or sewer service is approximately 58,510,282 square feet or 1,343 acres; and.

WHEREAS, the water and sewer rate study performed by a third-party vendor which resulted in the ten-year water and sewer rate structure approved in Ordinance No. 2022-100 included projections of revenue generated by charging rural infrastructure water and sewer fees to OCL customers; and

WHEREAS, policy considerations generally applicable to establishing infrastructure fees for OCL water or service services include infrastructure costs per connection being higher for the delivery of water and sewer services to OCL customers as OCL development is typically less dense than inside development, less dense development correlating with greater infrastructure needs per connection and thus higher costs, and higher energy costs incurred with pumps and lift stations needed to serve OCL development; and

Attachment: 2023-149 ORD OCL water sewer infra fees [Revision 2] (4125 : 2023-149 ORD Infrastructure Fee for Outside City Limits)

WHEREAS, for residential and commercial customers outside the city limits, Texarkana Water Utility staff recommends adding to the monthly minimum charge for OCL water and/or sewer services the rural water and sewer infrastructure fees set out in Section 1 of this Ordinance, with the revenues collected from such fees dedicated to infrastructure replacement, segregated from water and sewer rate payments, and deposited into the Texas Infrastructure Fund maintained by Texarkana Water Utilities; and

WHEREAS, when considering the OCL service area total customers, the approximate service area acreage, and policy considerations, the City Council finds and determines that the proposed rural water and sewer infrastructure fees for residential and commercial customers outside the city limits, with collected revenues from such fees dedicated to infrastructure replacement, are just and reasonable, necessary, and in the best interest of the City, the water and sewer utility, and all consumers benefiting from the provision and delivery of municipal water and sewer services.

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

SECTION 1: The City Council adopts and approves the following rural water and sewer infrastructure fees for residential and commercial customers outside the city limits to be added to the minimum monthly charge for OCL water and/or sewer services:

Residential Customers Outside City Limits	
Water Infrastructure Fee	$2.25/month
Sewer Infrastructure Fee	$2.25/month
Commercial Customers Outside City Limits	
Water Infrastructure Fee	$5.63/month
Sewer Infrastructure Fee	$5.63/month

Revenues collected from such fees shall be dedicated to infrastructure replacement, segregated from water and sewer rate payments, and deposited into the Texas Infrastructure Fund maintained by Texarkana Water Utilities. As of the Effective Date of this Ordinance, the ten-year water and sewer rate structure adopted and approved in Ordinance No. 2022-100 is hereby amended to include these rural water and sewer infrastructure fees for residential and commercial customers outside the city limits.

SECTION 2: This Ordinance amends the Master Fee List for the City of Texarkana, Texas. The Master Fee List shall be revised as of the Effective Date of this Ordinance to reflect, during each applicable fiscal year, the corresponding rural water and sewer infrastructure fees for residential and commercial customers outside the city limits set out in **Exhibit "A"** to this Ordinance, incorporated herein by reference for all purposes.

SECTION 3: Texarkana Water Utility staff shall provide individual written notice of the rate change to each of the OCL customers; the notice must include, at a minimum, the effective date of the new rates, the new rates, and the location where additional information on rates can be obtained; and the notice may be provided electronically if the Utility has access to the ratepayer's e-mail address.

Attachment: 2023-149 ORD OCL water sewer infra fees [Revision 2] (4125 : 2023-149 ORD Infrastructure Fee for Outside City Limits)

SECTION 4: In the event a section, clause, sentence, or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

SECTION 5: 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 6: This Ordinance shall be in full force and effect, after its passage and approval, on January 1, 2024.

PASSED AND APPROVED in Regular Council Session on this the **11th day of December, 2023.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-149 ORD OCL water sewer infra fees [Revision 2] (4125 : 2023-149 ORD Infrastructure Fee for Outside City Limits)

EXHIBIT A

INSIDE CITY LIMITS RESIDENTIAL DOMESTIC FIXED CHARGE-WATER SERVICE FEE											
METER SIZE	**Oct-21**	**Oct-22**	**Oct-23**	**Oct-24**	**Oct-25**	**Oct-26**	**Oct-27**	**Oct-28**	**Oct-29**	**Oct-30**	**Oct-31**
5/8"	$8.38	$9.50	$10.00	$10.50	$11.00	$11.50	$12.00	$12.50	$13.00	$13.50	$14.00
3/4"	8.38	9.50	10.00	10.50	11.00	11.50	12.00	12.50	13.00	13.50	14.00
1"	8.38	10.14	11.34	12.61	13.95	15.35	16.82	18.36	19.97	21.64	23.38
1.5"	8.38	11.71	14.66	17.84	21.25	24.90	28.78	32.89	37.23	41.81	46.62
2'	8.38	13.61	18.66	24.14	30.05	36.40	43.18	50.39	58.03	66.11	74.62
3"	8.38	18.05	28.00	38.85	50.60	63.25	76.80	91.25	106.60	122.85	140.00
4"	8.38	24.39	41.34	59.86	79.95	101.60	124.82	149.61	175.97	203.89	233.38
6"	8.38	40.21	74.66	112.34	153.25	197.40	244.78	295.39	349.23	406.31	466.62
8'	8.38	59.21	114.66	175.34	241.25	312.40	388.78	470.39	557.23	649.31	746.62
INFRASTRUCTURE FEE	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
NOTE: OUTSIDE CITY LIMITS RATES= TO 1.5 TIMES THE ABOVE RATES											

INSIDE CITY LIMITS RESIDENTIAL DOMESTIC VOLUMETRIC RATES -WATER RATE PER 1,000 GALLONS											
	Oct-21	**Oct-22**	**Oct-23**	**Oct-24**	**Oct-25**	**Oct-26**	**Oct-27**	**Oct-28**	**Oct-29**	**Oct-30**	**Oct-31**
0 - 2,000	$1.80	$1.80	$2.15	$2.45	$2.75	$3.00	$3.20	$3.40	$3.60	$3.80	$4.00
2,001 - 5,000	2.06	2.10	2.55	2.96	3.38	3.75	4.00	4.25	4.50	4.75	5.00
5,001 - 7,000	3.34	3.34	3.76	4.14	4.48	4.69	5.00	5.31	5.63	5.94	6.25
7,001 - 10,000	3.86	3.92	4.48	5.02	5.51	5.86	6.25	6.64	7.03	7.42	7.81
10,000+	4.11	4.32	5.11	5.90	6.69	7.32	7.81	8.30	8.79	9.28	9.77
RIVERBEND FEE	3.00	3.00	3.50	4.15	4.15	4.15	4.15	4.15	4.15	4.15	4.15
NOTE: OUTSIDE CITY LIMITS RATES= TO 1.5 TIMES THE ABOVE RATES EXCLUDING THE RIVERBEND FEE											

Attachment: 2023-149 EXH 'A' Water Sewer Rates with OCL revision [Revision 1] (4125 : 2023-149 ORD

EXHIBIT A

INSIDE CITY LIMITS RESIDENTIAL SEWER RATES ALL METER SIZES											
	Oct-21	Oct-22	Oct-23	Oct-24	Oct-25	Oct-26	Oct-27	Oct-28	**Oct-29**	Oct-30	Oct-31
SEWER FIXED FEE											
SERVICE FEE	$10.81	$12.00	$12.50	$13.00	$13.50	$14.00	$14.50	$15.00	$15.50	$16.00	$16.50
INFRASTRUCTURE FEE	1.50	1 .50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
RATE PER 1,000 GALLONS											
0- 2,000	-	-	-	-	-	-	-	-	-	-	-
2,001 - 15,000	$3.88	$4.35	$4.50	$4.80	$5.10	$5.35	$5.55	$5.75	$5.95	$6.15	$6.35
15,001+	-	-	-	-	-	-	-	-	-	-	-
NOTE: OUTSIDE CITY LIMITS RATES= TO 1.5 TIMES THE ABOVE RATES											

INSIDE CITY LIMITS RESIDENTIAL IRRIGATION FIXED CHARGE -WATER SERVICE FEE											
METER SIZE	**Oct-21**	**Oct-22**	**Oct-23**	**Oct-24**	**Oct-25**	**Oct-26**	**Oct-27**	**Oct-28**	**Oct-29**	**Oct-30**	**Oct-31**
5/8"	$8.38	$9.50	$10.00	$10.50	$11.00	$11.50	$12.00	$12.50	$13.00	$13.50	$14.00
3/4"	8.38	9.50	10.00	10.50	11.00	11.50	12.00	12.50	13.00	13.50	14.00
1"	8.38	10.14	11.34	12.61	13.95	15.35	16.82	18.36	19.97	**21.64**	23.38
1.5"	8.38	11 .71	14 .66	17 .84	21 .25	24.90	28.78	32.89	37.23	41.81	46.62
2'	8.38	13.61	18.66	**24.14**	30.05	36.40	43.18	50.39	58.03	66.11	74.62
3"	8.38	18.05	28.00	38.85	50.60	63.25	76.80	91.25	106.60	122.85	140.00
4"	8.38	24.39	41.34	59.86	79.95	101.60	124.82	149.61	175.97	203.89	233.38
6"	8.38	40.21	74.66	112.34	153.25	197.40	244.78	295.39	349.23	406.31	466.62
8'	8.38	59.21	114.66	175.34	241.25	312.40	388.78	470.39	557.23	649.31	746.62
NOTE: OUTSIDE CITY LIMITS RATES= TO 1.5 TIMES THE ABOVE RATES											

Attachment: 2023-149 EXH 'A' Water Sewer Rates with OCL revision [Revision 1] (4125 : 2023-149 ORD

EXHIBIT A

INSIDE CITY LIMITS RESIDENTIAL IRRIGATION VOLUMETRIC RATES -WATER RATE PER 1,000 GALLONS											
	Oct-21	Oct-22	Oct-23	Oct-24	Oct-25	Oct-26	Oct-27	Oct-28	Oct-29	Oct-30	Oct-31
0 - 2,000	$1.80	$2.11	$2.42	$2.73	$3.04	$3.34	$3.57	$3.79	$4.01	$4.24	$4.46
2,001 - 5,000	2.06	2.43	2.81	3.20	3.60	4.00	4.31	4.62	4.93	5.25	5.57
5,001 - 7,000	3.34	3.86	4.36	4.84	5.31	5.75	6.03	6.29	6.53	6.76	6.97
7,001 - 10,000	3.86	4.49	5.12	5.73	6.33	6.91	7.30	7.68	8.04	8.38	8.71
10,000+	4.11	4.87	5.65	6.43	7.21	8.01	8.59	9.18	9.75	10.33	10.89
RIVERBEND FEE	3.00	3.00	3.50	4.15	4.15	4.15	4.15	4.15	4.15	4.15	4.15
NOTE: OUTSIDE CITY LIMITS RATES= TO 1.5 TIMES THE ABOVE RATES EXCLUDING THE RIVERBEND FEE											

INSIDE CITY LIMITS COMMERCIAL DOMESTIC FIXED CHARGE -WATER SERVICE FEE											
METER SIZE	**Oct-21**	**Oct-22**	**Oct-23**	**Oct-24**	**Oct-25**	**Oct-26**	**Oct-27**	**Oct-28**	**Oct-29**	**Oct-30**	**Oct-31**
5/8"	$9.54	$11.00	$11.50	$12.00	$12.50	$13.00	$13.50	$14.00	$14.50	$15.00	$15.50
3/4"	9.54	11.00	11.50	12.00	12.50	13.00	13.50	14.00	14.50	15.00	15.50
1"	10.91	13.16	14.36	15.62	16.92	18.29	19.70	21.17	22.69	24.26	25.89
1.5"	12.26	16.39	19.49	22.79	26.29	30.00	33.92	38.03	42.36	46.88	51.62
2'	13.61	19.99	25.38	31.17	37.35	43.92	50.88	58.23	65.97	74.10	82.62
3"	27.24	39.27	49.27	59.99	71.42	83.56	96.42	109.99	**124.28**	139.28	155.00
4"	40 .86	60 .74	77.75	95.99	115.48	136.20	158.16	181.36	205.79	231.47	258.39
6"	68.11	107.34	142.34	179.96	220.19	263.05	308.52	356.62	407.33	460.66	516.62
8'	68.11	129.34	188.34	251.96	320.19	393.05	470.52	552.62	639.33	730.66	826.62
INFRASTRUCTURE FEE	3.75	3.75	3.75	3.75	3.75	3.75	3.75	3.75	3.75	3.75	3.75
NOTE: OUTSIDE CITY LIMITS RATES= TO 1.5 TIMES THE ABOVE RATES											

Attachment: 2023-149 EXH 'A' Water Sewer Rates with OCL revision [Revision 1] (4125 : 2023-149 ORD

EXHIBIT A

INSIDE CITY LIMITS COMMERCIAL DOMESTIC VOLUMETRIC RATES -WATER RATE PER 1,000 GALLONS											
	Oct-21	**Oct-22**	**Oct-23**	**Oct-24**	**Oct-25**	**Oct-26**	**Oct-27**	**Oct-28**	**Oct-29**	**Oct-30**	**Oct-31**
0 - 2,000	$3.34	$3.34	$3.99	$4.55	$5.11	$5.57	$5.94	$6.32	$6.69	$7.06	$7.43
2,001 - 5,000	3.34	3.68	4.47	5.21	5.98	6.66	7.43	7.90	8.36	8.82	9.29
5,001 - 7,000	3.34	4.05	5.01	5.97	6.99	7.96	9.29	9.87	10.45	11.03	11.61
7,001 - 10,000	3.34	4.45	5.61	6.83	8.18	9.51	11.61	12.34	13.06	13.79	14.51
10,000+	3.34	4.90	6.28	7.82	9.57	11.37	14.51	15.42	16.33	17.24	18.14
RIVERBEND FEE	3.00	3.00	3.50	4.15	4.15	4.15	4.15	4.15	4.15	4.15	4.15
NOTE: OUTSIDE CITY LIMITS RATES= TO 1.5 TIMES THE ABOVE RATES EXCLUDING THE RIVERBEND FEE											

INSIDE CITY LIMITS COMMERCIAL SEWER RATES ALL METER SIZES											
	Oct-21	**Oct-22**	**Oct-23**	**Oct-24**	**Oct-25**	**Oct-26**	**Oct-27**	**Oct-28**	**Oct-29**	**Oct-30**	**Oct-31**
SEWER FIXED FEE											
SERVICE FEE	$10.81	$12.00	$12.50	$13.00	$13.50	$14.00	$14.50	$15.00	$15.50	$16.00	$16.50
INFRASTRUCTURE FEE	3.75	3.75	3.75	3.75	3.75	3.75	3.75	3.75	3.75	3.75	3.75
RATE PER 1,000 GALLONS											
0 - 2,000	-	-	-	-	-	-	-	-	-	-	-
2,001+	4.53	5.09	5.26	5.61	5.97	6.26	6.49	6.73	6.96	7.19	7.43
NOTE: OUTSIDE CITY LIMITS RATES= TO 1.5 TIMES THE ABOVE RATES											

Attachment: 2023-149 EXH 'A' Water Sewer Rates with OCL revision [Revision 1] (4125 : 2023-149 ORD

EXHIBIT A

INSIDE CITY LIMITS COMMERCIAL IRRIGATION FIXED CHARGE -WATER SERVICE FEE											
METER SIZE	**Oct-21**	**Oct-22**	**Oct-23**	**Oct-24**	**Oct-25**	**Oct-26**	**Oct-27**	**Oct-28**	**Oct-29**	**Oct-30**	**Oct-31**
5/8"	$9.54	$11.00	$11.50	$12.00	$12.50	$13.00	$13.50	$14.00	$14.50	$15.00	$15.50
3/4"	9.54	11.00	11.50	12.00	12.50	13.00	13.50	**14.00**	14 .50	15.00	15.50
1"	10.91	13.16	14.36	15.62	16.92	18.29	19.70	21.17	22.69	24.26	25.89
1.5"	12.26	16.39	19.49	22.79	26.29	30.00	33.92	38.03	42.36	46.88	51.62
2'	13.61	19.99	25.38	31.17	37.35	43.92	50.88	58.23	65.97	74.10	82.62
3"	27.24	39.27	49.27	59.99	71.42	83.56	96.42	109.99	124.28	139.28	155.00
4"	40.86	60.74	77.75	95.99	115.48	136.20	158.16	181.36	205.79	231.47	258.39
6"	68.11	107.34	142.34	179.96	220.19	263.05	308.52	356.62	407.33	460.66	516.62
8'	68.11	129.34	188.34	251.96	320.19	393.05	470.52	552.62	639.33	730.66	826.62
NOTE: OUTSIDE CITY LIMITS RATES= TO 1.5 TIMES THE ABOVE RATES											

INSIDE CITY LIMITS COMMERCIAL IRRIGATION VOLUMETRIC RATES-WATER RATE PER 1,000 GALLONS											
	Oct-21	Oct-22	Oct-23	Oct-24	Oct-25	Oct-26	Oct-27	Oct-28	Oct-29	Oct-30	Oct-31
0 - 2,000	$3.34	$3.34	$3.34	$3.34	$3.34	$3.34	$3.57	$3.79	$4.01	$4.24	$4.46
2,001 - 5,000	3.34	3.47	3.60	3.74	3.87	4.00	4.31	4.62	4.93	5.25	5.57
5,001 - 7,000	3.34	3.86	4.36	4.84	5.31	5.75	6.03	6.29	6.53	6.76	6.97
7,001 - 10,000	3.34	4.49	5.12	5.73	6.33	6.91	7.30	7.68	8.04	8.38	8.71
10,000+	3.34	4.87	5.65	6.43	7.21	8.01	8.59	9.18	9.75	10.33	10.89
RIVERBEND FEE	3.00	3.00	3.50	4.15	4.15	4.15	4.15	4.15	4.15	4.15	4.15
NOTE: OUTSIDE CITY LIMITS RATES= TO 1.5 TIMES THE ABOVE RATES EXCLUDING THE RIVERBEND FEE											

Attachment: 2023-149 EXH 'A' Water Sewer Rates with OCL revision [Revision 1] (4125 : 2023-149 ORD

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: 2023-149 Goals & Perspectives (4125 : 2023-149 ORD Infrastructure Fee for Outside City Limits)

ORDINANCE NO. 2023-149

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ESTABLISHING RURAL WATER AND SEWER INFRASTRUCTURE FEES FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS OUTSIDE THE CITY LIMITS; DEDICATING COLLECTED REVENUES FROM SUCH FEES TO INFRASTRUCTURE REPLACEMENT AND DEPOSITING INTO THE TEXAS INFRASTRUCTURE FUND MAINTAINED BY TEXARKANA WATER UTILITIES; AMENDING THE MASTER FEE LIST TO REFLECT THE OUTSIDE CITY LIMITS WATER AND SEWER RATES AND FEES AS AMENDED BY THIS ORDINANCE; CONTAINING A SEVERABILITY CLAUSE; CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE OF JANUARY 1, 2024.

Recitals

WHEREAS, Sections 42-42(a)(2) and 42-44(a)(2) of the Code of Ordinances of the City of Texarkana, Texas, pertaining to water and sewer service, provide that infrastructure fees shall be in amounts as established by the City Council from time to time; and

WHEREAS, infrastructure fees, originally established by the City Council in Ordinance No. 294-99, effective August 23, 1999, are fixed fees added to the minimum monthly charge for water and/or sewer services, with the collected revenues from such fees dedicated to infrastructure replacement, segregated from water and sewer rate payments, and deposited into the Texas Infrastructure Fund maintained by Texarkana Water Utilities; and

WHEREAS, the City Council, by Ordinance No. 2022-100, effective October 1, 2022, adopted and approved a ten-year water and sewer rate structure, which included in-city residential and commercial water and sewer infrastructure fees (residential water $1.50/month, residential sewer $1.50/month, commercial water $3.75/month, commercial sewer $3.75/month); and

WHEREAS, the approximate number of outside city limits ("OCL") customers for water or sewer service total 812 for water (769 residential, 43 commercial) and 316 for sewer (302 residential, 14 commercial), and the total square footage encompassing the City's OCL water or sewer service is approximately 58,510,282 square feet or 1,343 acres; and.

WHEREAS, the water and sewer rate study performed by a third-party vendor which resulted in the ten-year water and sewer rate structure approved in Ordinance No. 2022-100 included projections of revenue generated by charging rural infrastructure water and sewer fees to OCL customers; and

WHEREAS, policy considerations generally applicable to establishing infrastructure fees for OCL water or service services include infrastructure costs per connection being higher for the delivery of water and sewer services to OCL customers as OCL development is typically less dense than inside development, less dense development correlating with greater infrastructure needs per connection and thus higher costs, and higher energy costs incurred with pumps and lift stations needed to serve OCL development; and

Attachment: 2023-149 ORD Infrastructure fee OCL signed (4125 : 2023-149 ORD Infrastructure Fee for Outside City Limits)

WHEREAS, for residential and commercial customers outside the city limits, Texarkana Water Utility staff recommends adding to the monthly minimum charge for OCL water and/or sewer services the rural water and sewer infrastructure fees set out in Section 1 of this Ordinance, with the revenues collected from such fees dedicated to infrastructure replacement, segregated from water and sewer rate payments, and deposited into the Texas Infrastructure Fund maintained by Texarkana Water Utilities; and

WHEREAS, when considering the OCL service area total customers, the approximate service area acreage, and policy considerations, the City Council finds and determines that the proposed rural water and sewer infrastructure fees for residential and commercial customers outside the city limits, with collected revenues from such fees dedicated to infrastructure replacement, are just and reasonable, necessary, and in the best interest of the City, the water and sewer utility, and all consumers benefiting from the provision and delivery of municipal water and sewer services.

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

SECTION 1: The City Council adopts and approves the following rural water and sewer infrastructure fees for residential and commercial customers outside the city limits to be added to the minimum monthly charge for OCL water and/or sewer services:

Residential Customers Outside City Limits	
Water Infrastructure Fee	$2.25/month
Sewer Infrastructure Fee	$2.25/month
Commercial Customers Outside City Limits	
Water Infrastructure Fee	$5.63/month
Sewer Infrastructure Fee	$5.63/month

Revenues collected from such fees shall be dedicated to infrastructure replacement, segregated from water and sewer rate payments, and deposited into the Texas Infrastructure Fund maintained by Texarkana Water Utilities. As of the Effective Date of this Ordinance, the ten-year water and sewer rate structure adopted and approved in Ordinance No. 2022-100 is hereby amended to include these rural water and sewer infrastructure fees for residential and commercial customers outside the city limits.

SECTION 2: This Ordinance amends the Master Fee List for the City of Texarkana, Texas. The Master Fee List shall be revised as of the Effective Date of this Ordinance to reflect, during each applicable fiscal year, the corresponding rural water and sewer infrastructure fees for residential and commercial customers outside the city limits set out in **Exhibit "A"** to this Ordinance, incorporated herein by reference for all purposes.

SECTION 3: Texarkana Water Utility staff shall provide individual written notice of the rate change to each of the OCL customers; the notice must include, at a minimum, the effective date of the new rates, the new rates, and the location where additional information on rates can be obtained; and the notice may be provided electronically if the Utility has access to the ratepayer's e-mail address.

Attachment: 2023-149 ORD Infrastructure fee OCL signed (4125 : 2023-149 ORD Infrastructure Fee for Outside City Limits)

SECTION 4: In the event a section, clause, sentence, or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

SECTION 5: 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 6: This Ordinance shall be in full force and effect, after its passage and approval, on January 1, 2024.

PASSED AND APPROVED in Regular Council Session on this the **11th day of December, 2023.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:28p.m.

Attachment: 2023-149 ORD Infrastructure fee OCL signed (4125 : 2023-149 ORD Infrastructure Fee for Outside City Limits)

2023-149 EXH 'A'

INSIDE CITY LIMITS RESIDENTIAL DOMESTIC FIXED CHARGE-WATER SERVICE FEE											
METER SIZE	Oct-21	Oct-22	Oct-23	Oct-24	Oct-25	Oct-26	Oct-27	Oct-28	Oct-29	Oct-30	Oct-31
5/8"	$8.38	$9.50	$10.00	$10.50	$11.00	$11.50	$12.00	$12.50	$13.00	$13.50	$14.00
3/4"	8.38	9.50	10.00	10.50	11.00	11.50	12.00	12.50	13.00	13.50	14.00
1"	8.38	10.14	11.34	12.61	13.95	15.35	16.82	18.36	19.97	21.64	23.38
1.5"	8.38	11.71	14.66	17.84	21.25	24.90	28.78	32.89	37.23	41.81	46.62
2'	8.38	13.61	18.66	24.14	30.05	36.40	43.18	50.39	58.03	66.11	74.62
3"	8.38	18.05	28.00	38.85	50.60	63.25	76.80	91.25	106.60	122.85	140.00
4"	8.38	24.39	41.34	59.86	79.95	101.60	124.82	149.61	175.97	203.89	233.38
6"	8.38	40.21	74.66	112.34	153.25	197.40	244.78	295.39	349.23	406.31	466.62
8'	8.38	59.21	114.66	175.34	241.25	312.40	388.78	470.39	557.23	649.31	746.62
INFRASTRUCTURE FEE	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
NOTE: OUTSIDE CITY LIMITS RATES= TO 1.5 TIMES THE ABOVE RATES											

INSIDE CITY LIMITS RESIDENTIAL DOMESTIC VOLUMETRIC RATES -WATER RATE PER 1,000 GALLONS											
	Oct-21	Oct-22	Oct-23	Oct-24	Oct-25	Oct-26	Oct-27	Oct-28	Oct-29	Oct-30	Oct-31
0 - 2,000	$1.80	$1.80	$2.15	$2.45	$2.75	$3.00	$3.20	$3.40	$3.60	$3.80	$4.00
2,001 - 5,000	2.06	2.10	2.55	2.96	3.38	3.75	4.00	4.25	4.50	4.75	5.00
5,001 - 7,000	3.34	3.34	3.76	4.14	4.48	4.69	5.00	5.31	5.63	5.94	6.25
7,001 - 10,000	3.86	3.92	4.48	5.02	5.51	5.86	6.25	6.64	7.03	7.42	7.81
10,000+	4.11	4.32	5.11	5.90	6.69	7.32	7.81	8.30	8.79	9.28	9.77
RIVERBEND FEE	3.00	3.00	3.50	4.15	4.15	4.15	4.15	4.15	4.15	4.15	4.15
NOTE: OUTSIDE CITY LIMITS RATES= TO 1.5 TIMES THE ABOVE RATES EXCLUDING THE RIVERBEND FEE											

Attachment: 2023-149 ORD Infrastructure fee OCL signed (4125 : 2023-149 ORD Infrastructure Fee for

2023-149 EXH 'A'

INSIDE CITY LIMITS RESIDENTIAL SEWER RATES ALL METER SIZES											
	Oct-21	Oct-22	Oct-23	Oct-24	Oct-25	Oct-26	Oct-27	Oct-28	**Oct-29**	Oct-30	Oct-31
SEWER FIXED FEE											
SERVICE FEE	$10.81	$12.00	$12.50	$13.00	$13.50	$14.00	$14.50	$15.00	$15.50	$16.00	$16.50
INFRASTRUCTURE FEE	1.50	1 .50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
RATE PER 1,000 GALLONS											
0- 2,000	-	-	-	-	-	-	-	-	-	-	-
2,001 - 15,000	$3.88	$4.35	$4.50	$4.80	$5.10	$5.35	$5.55	$5.75	$5.95	$6.15	$6.35
15,001+	-	-	-	-	-	-	-	-	-	-	-
NOTE: OUTSIDE CITY LIMITS RATES= TO 1.5 TIMES THE ABOVE RATES											

INSIDE CITY LIMITS RESIDENTIAL IRRIGATION FIXED CHARGE -WATER SERVICE FEE											
METER SIZE	**Oct-21**	**Oct-22**	**Oct-23**	**Oct-24**	**Oct-25**	**Oct-26**	**Oct-27**	**Oct-28**	**Oct-29**	**Oct-30**	**Oct-31**
5/8"	$8.38	$9.50	$10.00	$10.50	$11.00	$11.50	$12.00	$12.50	$13.00	$13.50	$14.00
3/4"	8.38	9.50	10.00	10.50	11.00	11.50	12.00	12.50	13.00	13.50	14.00
1"	8.38	10.14	11.34	12.61	13.95	15.35	16.82	18.36	19.97	**21.64**	23.38
1.5"	8.38	11 .71	14 .66	17 .84	21 .25	24.90	28.78	32.89	37.23	41.81	46.62
2'	8.38	13.61	18.66	**24.14**	30.05	36.40	43.18	50.39	58.03	66.11	74.62
3"	8.38	18.05	28.00	38.85	50.60	63.25	76.80	91.25	106.60	122.85	140.00
4"	8.38	24.39	41.34	59.86	79.95	101.60	124.82	149.61	175.97	203.89	233.38
6"	8.38	40.21	74.66	112.34	153.25	197.40	244.78	295.39	349.23	406.31	466.62
8'	8.38	59.21	114.66	175.34	241.25	312.40	388.78	470.39	557.23	649.31	746.62
NOTE: OUTSIDE CITY LIMITS RATES= TO 1.5 TIMES THE ABOVE RATES											

Attachment: 2023-149 ORD Infrastructure fee OCL signed (4125 : 2023-149 ORD Infrastructure Fee for

2023-149 EXH 'A'

INSIDE CITY LIMITS RESIDENTIAL IRRIGATION VOLUMETRIC RATES -WATER RATE PER 1,000 GALLONS											
	Oct-21	Oct-22	Oct-23	Oct-24	Oct-25	Oct-26	Oct-27	Oct-28	Oct-29	Oct-30	Oct-31
0 - 2,000	$1.80	$2.11	$2.42	$2.73	$3.04	$3.34	$3.57	$3.79	$4.01	$4.24	$4.46
2,001 - 5,000	2.06	2.43	2.81	3.20	3.60	4.00	4.31	4.62	4.93	5.25	5.57
5,001 - 7,000	3.34	3.86	4.36	4.84	5.31	5.75	6.03	6.29	6.53	6.76	6.97
7,001 - 10,000	3.86	4.49	5.12	5.73	6.33	6.91	7.30	7.68	8.04	8.38	8.71
10,000+	4.11	4.87	5.65	6.43	7.21	8.01	8.59	9.18	9.75	10.33	10.89
RIVERBEND FEE	3.00	3.00	3.50	4.15	4.15	4.15	4.15	4.15	4.15	4.15	4.15
NOTE: OUTSIDE CITY LIMITS RATES= TO 1.5 TIMES THE ABOVE RATES EXCLUDING THE RIVERBEND FEE											

INSIDE CITY LIMITS COMMERCIAL DOMESTIC FIXED CHARGE -WATER SERVICE FEE											
METER SIZE	Oct-21	Oct-22	Oct-23	Oct-24	Oct-25	Oct-26	Oct-27	Oct-28	Oct-29	Oct-30	Oct-31
5/8"	$9.54	$11.00	$11.50	$12.00	$12.50	$13.00	$13.50	$14.00	$14.50	$15.00	$15.50
3/4"	9.54	11.00	11.50	12.00	12.50	13.00	13.50	14.00	14.50	15.00	15.50
1"	10.91	13.16	14.36	15.62	16.92	18.29	19.70	21.17	22.69	24.26	25.89
1.5"	12.26	16.39	19.49	22.79	26.29	30.00	33.92	38.03	42.36	46.88	51.62
2'	13.61	19.99	25.38	31.17	37.35	43.92	50.88	58.23	65.97	74.10	82.62
3"	27.24	39.27	49.27	59.99	71.42	83.56	96.42	109.99	**124.28**	139.28	155.00
4"	40 .86	60 .74	77.75	95.99	115.48	136.20	158.16	181.36	205.79	231.47	258.39
6"	68.11	107.34	142.34	179.96	220.19	263.05	308.52	356.62	407.33	460.66	516.62
8'	68.11	129.34	188.34	251.96	320.19	393.05	470.52	552.62	639.33	730.66	826.62
INFRASTRUCTURE FEE	3.75	3.75	3.75	3.75	3.75	3.75	3.75	3.75	3.75	3.75	3.75
NOTE: OUTSIDE CITY LIMITS RATES= TO 1.5 TIMES THE ABOVE RATES											

Attachment: 2023-149 ORD Infrastructure fee OCL signed (4125 : 2023-149 ORD Infrastructure Fee for

2023-149 EXH 'A'

INSIDE CITY LIMITS COMMERCIAL DOMESTIC VOLUMETRIC RATES -WATER RATE PER 1,000 GALLONS											
	Oct-21	Oct-22	Oct-23	Oct-24	Oct-25	Oct-26	Oct-27	Oct-28	Oct-29	Oct-30	Oct-31
0 - 2,000	$3.34	$3.34	$3.99	$4.55	$5.11	$5.57	$5.94	$6.32	$6.69	$7.06	$7.43
2,001 - 5,000	3.34	3.68	4.47	5.21	5.98	6.66	7.43	7.90	8.36	8.82	9.29
5,001 - 7,000	3.34	4.05	5.01	5.97	6.99	7.96	9.29	9.87	10.45	11.03	11.61
7,001 - 10,000	3.34	4.45	5.61	6.83	8.18	9.51	11.61	12.34	13.06	13.79	14.51
10,000+	3.34	4.90	6.28	7.82	9.57	11.37	14.51	15.42	16.33	17.24	18.14
RIVERBEND FEE	3.00	3.00	3.50	4.15	4.15	4.15	4.15	4.15	4.15	4.15	4.15
NOTE: OUTSIDE CITY LIMITS RATES= TO 1.5 TIMES THE ABOVE RATES EXCLUDING THE RIVERBEND FEE											

INSIDE CITY LIMITS COMMERCIAL SEWER RATES ALL METER SIZES											
	Oct-21	Oct-22	Oct-23	Oct-24	Oct-25	Oct-26	Oct-27	Oct-28	Oct-29	Oct-30	Oct-31
SEWER FIXED FEE											
SERVICE FEE	$10.81	$12.00	$12.50	$13.00	$13.50	$14.00	$14.50	$15.00	$15.50	$16.00	$16.50
INFRASTRUCTURE FEE	3.75	3.75	3.75	3.75	3.75	3.75	3.75	3.75	3.75	3.75	3.75
RATE PER 1,000 GALLONS											
0 - 2,000	-	-	-	-	-	-	-	-	-	-	-
2,001+	4.53	5.09	5.26	5.61	5.97	6.26	6.49	6.73	6.96	7.19	7.43
NOTE: OUTSIDE CITY LIMITS RATES= TO 1.5 TIMES THE ABOVE RATES											

Attachment: 2023-149 ORD Infrastructure fee OCL signed (4125 : 2023-149 ORD Infrastructure Fee for

2023-149 EXH 'A'

INSIDE CITY LIMITS COMMERCIAL IRRIGATION FIXED CHARGE -WATER SERVICE FEE											
METER SIZE	**Oct-21**	**Oct-22**	**Oct-23**	**Oct-24**	**Oct-25**	**Oct-26**	**Oct-27**	**Oct-28**	**Oct-29**	**Oct-30**	**Oct-31**
5/8"	$9.54	$11.00	$11.50	$12.00	$12.50	$13.00	$13.50	$14.00	$14.50	$15.00	$15.50
3/4"	9.54	11.00	11.50	12.00	12.50	13.00	13.50	**14.00**	14 .50	15.00	15.50
1"	10.91	13.16	14.36	15.62	16.92	18.29	19.70	21.17	22.69	24.26	25.89
1.5"	12.26	16.39	19.49	22.79	26.29	30.00	33.92	38.03	42.36	46.88	51.62
2'	13.61	19.99	25.38	31.17	37.35	43.92	50.88	58.23	65.97	74.10	82.62
3"	27.24	39.27	49.27	59.99	71.42	83.56	96.42	109.99	124.28	139.28	155.00
4"	40.86	60.74	77.75	95.99	115.48	136.20	158.16	181.36	205.79	231.47	258.39
6"	68.11	107.34	142.34	179.96	220.19	263.05	308.52	356.62	407.33	460.66	516.62
8'	68.11	129.34	188.34	251.96	320.19	393.05	470.52	552.62	639.33	730.66	826.62
NOTE: OUTSIDE CITY LIMITS RATES= TO 1.5 TIMES THE ABOVE RATES											

INSIDE CITY LIMITS COMMERCIAL IRRIGATION VOLUMETRIC RATES-WATER RATE PER 1,000 GALLONS											
	Oct-21	Oct-22	Oct-23	Oct-24	Oct-25	Oct-26	Oct-27	Oct-28	Oct-29	Oct-30	Oct-31
0 - 2,000	$3.34	$3.34	$3.34	$3.34	$3.34	$3.34	$3.57	$3.79	$4.01	$4.24	$4.46
2,001 - 5,000	3.34	3.47	3.60	3.74	3.87	4.00	4.31	4.62	4.93	5.25	5.57
5,001 - 7,000	3.34	3.86	4.36	4.84	5.31	5.75	6.03	6.29	6.53	6.76	6.97
7,001 - 10,000	3.34	4.49	5.12	5.73	6.33	6.91	7.30	7.68	8.04	8.38	8.71
10,000+	3.34	4.87	5.65	6.43	7.21	8.01	8.59	9.18	9.75	10.33	10.89
RIVERBEND FEE	3.00	3.00	3.50	4.15	4.15	4.15	4.15	4.15	4.15	4.15	4.15
NOTE: OUTSIDE CITY LIMITS RATES= TO 1.5 TIMES THE ABOVE RATES EXCLUDING THE RIVERBEND FEE											

Attachment: 2023-149 ORD Infrastructure fee OCL signed (4125 : 2023-149 ORD Infrastructure Fee for

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 11/8/2023 1:51 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2023-152 amending PD-85-1 for site plan approval on an approximate 1.57-acre tract of land (being Tract 2), Mary E. Wills Subdivision, located at 1802 Richmond Road. James Brower, owner.		

Briefing: 12/11/2023 **Public Hearing:** 12/11/2023 **Council Vote:** 12/11/2023

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 James Brower, owner, for site plan approval on an approximate 1.57-acre tract of land (being Tract 2), Mary E. Wills Subdivision, located at 1802 Richmond Road. This location is currently vacant land.

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

The adjacent zoning is Multiple Family-1 to the west, General retail to the north, Planned Development-General Retail to the east and Single Family-2 to the South. The adjacent land use is a church to the west, retail to the north, and residential to the east and south.

The restrictions are as follows:

1. New 4,800 sq. ft. building.
2. The façade is brick and metal mansard.
3. Twenty-two (22) parking places including 2 handicapped spaces. Each parking space must be a minimum of 180 sq. ft. (9’x20’ or 10’x18’).
4. One 6’X8’ monument style sign is allowed.
5. One screened dumpster site.
6. Any driveway changes or addition will be subject to approval by TXDOT.
7. The most remote part of the building must not be more than 150 feet away from the public street or a fire lane is required.
8. Site design must meet Stormwater Drainage Manual requirements.

Staff recommends for approval of this request with stipulations.

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:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

November 6, 2023

Attachments

a. 2023-152 ORD site plan approval 1802 Richmond Rd (DOCX)
b. 2023-152 EXH 'A' (Site Plan)(PDF)
c. 2023-152 EXH 'B' (Legal Description) (PDF)
d. 2023-152 ATTH 01 (Maps) (PDF)
e. 2023-152 Goals & Perspectives (DOCX)
f. 2023-152 ORD SPA at 1802 Richmond Rd signed (PDF)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	11/09/2023 9:18 AM
Public Works Department	Dusty Henslee	Reviewer	Completed	11/09/2023 9:38 AM
City Manager	David Orr	Reviewer	Completed	11/09/2023 3:51 PM
City Council	Jennifer Evans	Meeting	Completed	11/13/2023 6:00 PM

Meeting History

11/13/23	City Council	MOVED FORWARD	Next: 12/11/23

ORDINANCE NO. 2023-152

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-85-1(GR) FOR SITE PLAN APPROVAL ON AN APPROXIMATE 1.57-ACRE TRACT OF LAND (BEING TRACT 2), MARY E. WILLS SUBDIVISION, LOCATED AT 1802 RICHMOND 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 1.57-acre tract of land (being Tract 2), Mary E. Wills Subdivision, located at 1802 Richmond Road (Exhibit 'B')** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-General Retail [PD-85-1(GR)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-85-1(GR); and

WHEREAS, the proposed use is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-General Retail; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously by a vote of five (5) to zero (0) to recommend for approval of the petition for a site plan (Exhibit 'A')** to the City Council of the City of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that the approval of the site plan for the above described property is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the site plan **(Exhibit 'A') on an approximate 1.57-acre tract of land (being Tract 2), Mary E. Wills Subdivision, located at 1802 Richmond Road (Exhibit 'B')** in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-85-1(GR).

Attachment: 2023-152 ORD site plan approval 1802 Richmond Rd (4129 : 2023-152 ORD Amendment to PD-85-1 site plan approval 1802

SECTION 2: PD-85-1(GR) is hereby amended by approval of the site plan (**Exhibit 'A'**), incorporated herein by reference for all purposes and includes the following:

1. New 4,800 sq. ft. building.
2. The façade is brick and metal mansard.
3. Twenty-two (22) parking places including two (2) handicapped spaces. Each parking space must be a minimum of 180 sq. ft. (9'x20' or 10'x18').
4. One 6'X8' monument style sign is allowed.
5. One screened dumpster site.
6. Any driveway changes or addition will be subject to approval by TxDOT.
7. The most remote part of the building must not be more than 150 feet away from the public street or a fire lane is required.
8. Site design must meet Stormwater Drainage Manual requirements.

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 December, 2023.**

ATTEST:

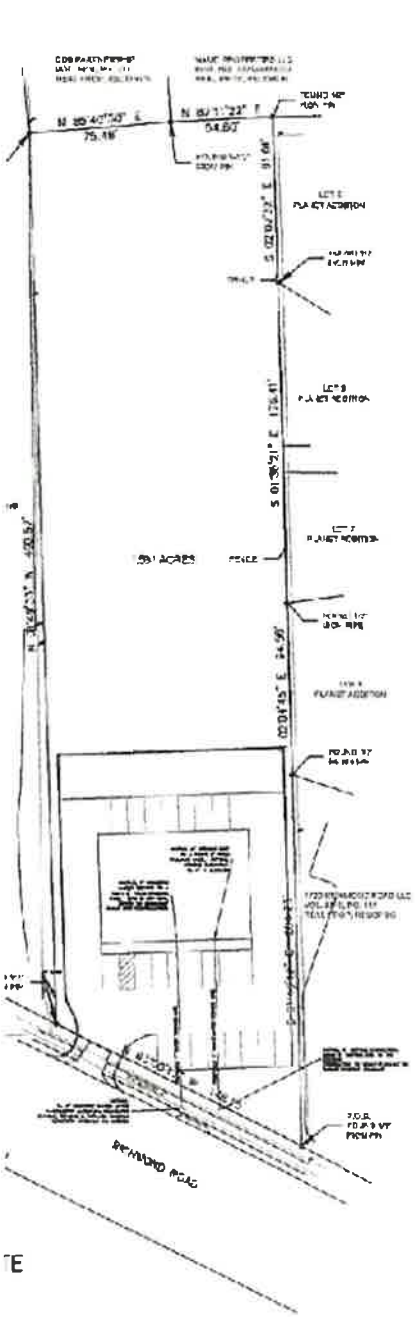
_____ _____

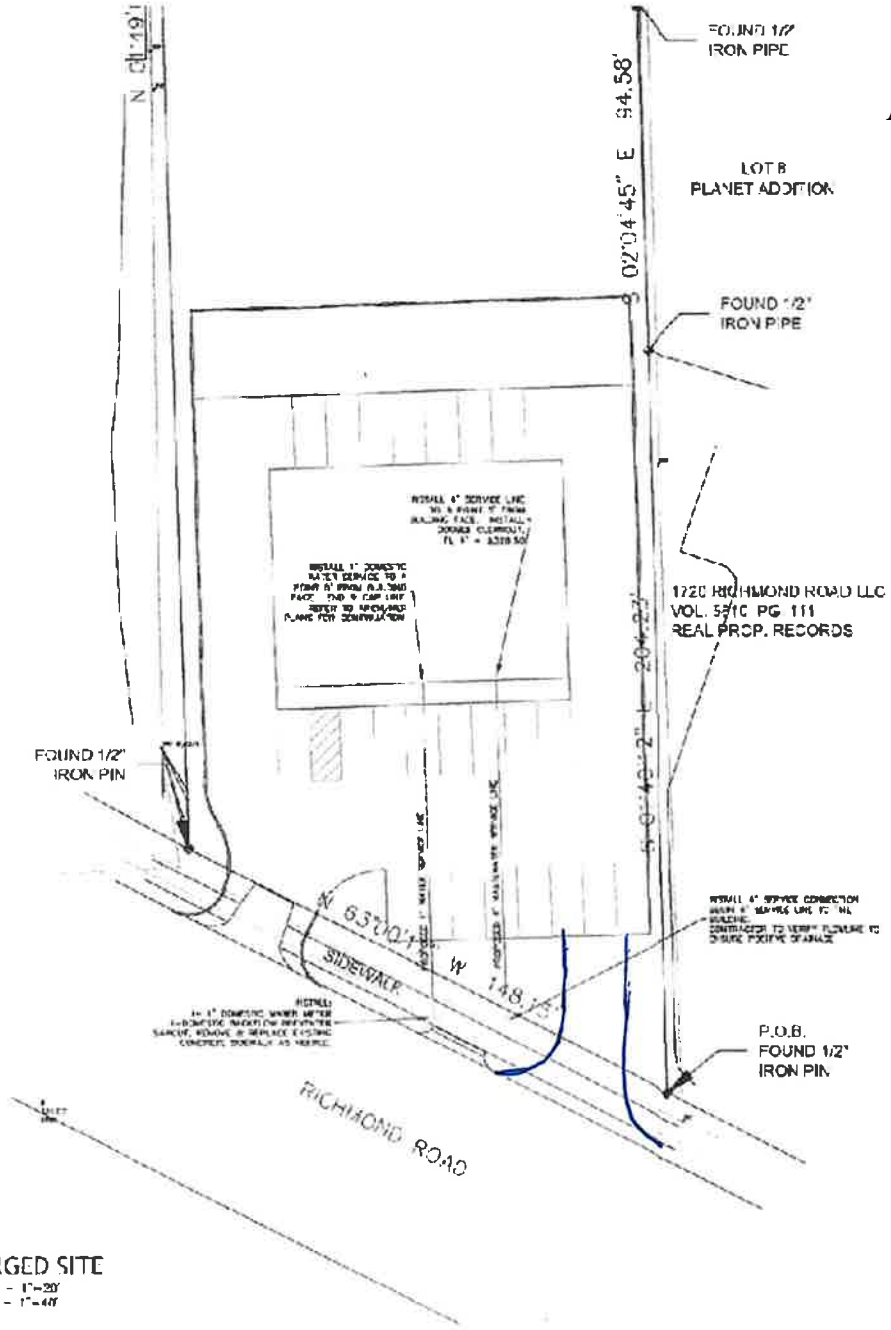
JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-152 ORD site plan approval 1802 Richmond Rd (4129 : 2023-152 ORD Amendment to PD-85-1 site plan approval 1802

2023-152 EXH 'A'

Amendment to PD-85-1 (GR)





ENLARGED SITE

22"X34" - 1"=20'
11"X17" - 1"=40'



WATER AND SANITARY SEWER GENERAL NO

1. UNLESS OTHERWISE NOTED, ALL CONCRETE SHALL HAVE A COMPRESSIVE STRE
2. CONTRACTOR TO VERIFY ALL EXISTING SEWER FLOW LINES BEFORE BEGINNING
3. ALL SANITARY SEWER LINES SHALL BE PRESSURE TESTED AND PASSING PRIOR INSPECTION.
4. ALL WATER AND WASTEWATER MAINS LOCATED UNDER CITY STREETS SHALL BE
5. THE SEWER TAPS, WATER TAPS AND METER BOX INSTALLATIONS MUST BE INS LINES AND MATERIALS MUST BE INSPECTED BY THE CITY PLUMBING INSPECTOR. LOCATED ADJACENT TO THE MAIN DEPENDING ON THE WATER MAIN AND THE RULES SHALL BE LOCATED SUCH THAT THE SERVICE LINES DO NOT CROSS OVER THE UNLESS THEY ARE LOCATED ADJACENT TO THE METERS. THE WATER TAP MAY EXISTING WATER MAIN TO THE WATER METER AND BE LOCATED SO THAT NO A ANY PAVEMENT.
6. THE BACKFLOW PREVENTERS (BFPAS) FOR THE WATER METERS MUST BE LOCA METERS.
7. WHEN PLACING ANY NEW STREET, DRIVEWAY OR PARKING LOTS OVER EXISTIN MINIMUM OF THREE FEET (3') OF COVER MAINTAINED. CONSTRUCTION SHALL BE CLEARANCE WITH THIS.
8. WATER AND SEWER MAINS PLACED UNDER HIGHWAYS, STREETS AND DRIVEWAY PERMISSION BY OPEN CUT MUST BE OBTAINED BY THE PUBLIC WORKS DEPART IF OPEN CUT IS ALLOWED, IT MUST BE BACKFILLED PER CITY/TxDOT REQUIREM
9. CARE SHALL BE TAKEN WHEN MAKING TAP TO EXISTING WATER AND WASTEWA INTERFERE AND ARRANGED BY THEM. IF EXISTING MAINS ARE DAMAGED DURING REQUIRED TO REPAIR OR REPLACE THE DAMAGED MAIN AT OWN EXPENSE.
10. WATER LINES AND FITTINGS (TAPPING SLEEVES) SHALL BE HYDROSTATICALLY TE
11. THE OWNER AND RESPONSIBILITY FOR ANY PAVEMENT OR LANDSCAPING REPAIR AND DAMAGED BY MAINTENANCE OR LEAKS. THE EXCAVATION WILL BE BACKFILLED THE SURROUNDING MATERIAL. THE OWNER WILL BE RESPONSIBLE TO REPLACE
12. THE ENGINEERING DEPARTMENT MUST BE NOTIFIED AT LEAST TWENTY-FOUR CONSTRUCTION BEING STARTED SO THAT AN INSPECTOR CAN BE ASSIGNED TO NOTE THAT PUBLIC'S REPRESENTATIVE ARE IN ON-SITE PART TIME ONLY TO INSPECTION OF THE MAINS AND THEIR APPURTENANCES DOES NOT STAND BACKFILLING.
13. PRIOR TO ANY WORK COMMENCING THE OWNER OR CONTRACTOR MUST OBTA CONTRACTOR MUST OBTAIN A PERMIT FROM THE PRIOR TO TAPPING EXISTING CONTRACTORS APPROVED BY THE MAY BE INSTAL
14. ANY EXISTING WATER OR WASTEWATER DETAILS PROVIDED BY THIS IS FOR INFO CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL UTILITIES PRIOR

N PREVENTER

ESTIC BACKFLOW PREVENTER SHALL BE A ERIES 909 REDUCED PRESSURE PRINCIPAL Y. THE ASSEMBLY SHALL BE PROTECTED EEZING. THE BOTTOM OF THE RELIEF VALVE AT LEAST 12-INCHES ABOVE THE GROUND. CE SHOULD BE INSTALLED WITHIN 5-FEET OF ESTIC METER.

THE EXISTING WATER AND SEWER MAINS SHOWN ON THIS SITE ARE BASED ON INFORMATION AVAILABLE FROM TEXARKANA WATER UTILITIES WEBPAGE. CONTRACTOR TO VERIFY SIZE AND LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEFFREY D. WHITTEN ON 08/04/2022. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION IS ILLEGAL.

WCE WHITTEN CIVIL ENGINEERING, INC.
142 Weatherby Drive 903.278.1321
Hooks, Texas 75501 jwhitten@whittencivil.com
Texas Board of Professional Engineers Certificate # REG. F 10917

WATER & WASTEWA
PROPOSED RESTAURANT
1802 RICHMOND ROAD
BOWIE COUNTY
CITY

Attachment: 2023-152 EXH 'A' (Site Plan) (4129 : 2023-152 ORD Amendment to PD-85-1 site plan approval

THIS IS TO CERTIFY: that this plat correctly reflects the results of a survey made on the ground covering all that certain tract or parcel of land being a part of the CHANCELLOR BEACH HEADRIGHT SURVEY, Abstract No. 731, Bowie County Texas, the subject tract of land being all of the called 1.66 acre tract described in a Release to W. H. Walraven as recorde Volume 165, Page 383 of the Deed Records of Bowie County, Texas, the 1.66 acre tract also being referred to as Lot No. of the Mary E. Wills Subdivision according to the map or plat recorded in Volume 40, Page 260 of the Plat Records of Bow County, Texas, Save and Except that part of said called 1.66 acre tract that lies South of the North right-of-way line of a street known as Richmond Road as conveyed to the State of Texas by Deed recorded in Volume 1344, Page 237 of the R Property Records of Bowie County, Texas, and the subject tract of land being more particularly described by metes and bounds as follows:

Beginning at a ½" iron pin found for corner on the North right-of-way line of Richmond Road, the Point of Beginning also being located on the East line of said Walraven tract and at the Southwest corner of a 0.784 acre tract of land as conveyed 1720 Richmond Road, LLC, by Warranty Deed recorded in Volume 5810, Page 111 of the Real Property Records of Bowie County, Texas;
THENCE: N 63°00'17" W, 148.15 feet with the North right-of-way line of Richmond Road to a ½" iron pin found for corner the West line of said Walraven tract, said corner being the Southeast corner of a 2.574 acre tract of land as conveyed to James Boulton, Robert Hudson and Allen Wroten, Trustees of Free Life Church, by Warranty Deed with Vendor's Lien recorded as Instrument No. 2019-00012640 of the Real Property Records of Bowie County, Texas;
THENCE: N 01°49'03" W, 490.57 feet with the West line of said Walraven tract and the East line of said 2.574 acre tract to 5/8" iron pin found for corner at the Northwest corner of said Walraven tract, said corner being located on the East line of s 2.574 acre tract and at the Southerly Southwest corner of a 0.749 acre tract of land as conveyed to CDB Partnership by Warranty Deed recorded in Volume 3016, Page 213 of the Real Property Records of Bowie County, Texas;
THENCE: N 85°40'30" E, 75.48 feet with the North line of said Walraven tract, same being the Southerly South line of saic 0.749 acre tract, to a 1-1/2" iron pipe found for corner at the Southeast corner of said 0.749 acre tract, said corner also beir the Southwest corner of a 1.338 acre tract of land as conveyed to Maud Properties, LLC, by Special Warranty Deed with Vendor's Lien recorded as Instrument No. 2021-00000330 of the Real Property Records of Bowie County, Texas;
THENCE: N 87°11'22" E, 54.80 feet with the North line of said Walraven tract and the South line of said 1.338 acre tract to ½" iron pin found for corner at the Northeast corner of said Walraven tract and the Northwest corner of Lot No. 5 of Planet Addition according to the map or plat recorded in Volume 329, Page 198 of the Plat Records of Bowie County, Texas;
THENCE: Southerly with the West line of Planet Addition and the East line of said Walraven tract the following courses:
S 02°02'32" E, 91.01 feet to a ½" iron pin found at the Southwest corner of said Lot No. 5, same being the Northwest corne of said Lot No. 6;
S 01°36'21" E, 176.41 feet with the West line of said Lot No. 6 and on with the West line of Lot No. 7 to a ½" iron pipe found for corner at the Southwest corner of said Lot No. 7, same being the Northwest corner of Lot No. 8:
And S 02°04'45" E, 94.58 feet with the West line of said Lot No. 8 to a ½" iron pipe found for corner at the Southwest corne of same, said corner also being the Northwest corner of said 0.784 acre tract;
THENCE: S 01°40'12" E, 204.23 feet with the East line of said Walraven tract and the West line of said 0.784 acre tract to the Point of Beginning and containing 1.581 acres of land, more or less.

TO THE LIENHOLDERS AND/OR THE OWNERS OF THE PREMISES SURVEYED AND TO THE TITLE COMPANY: The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that any discrepancies, conflict, shortages in area, boundary line conflicts, encroachments of improvements, apparent or visible easements or rights-of-way are as shown hereon and/or described herein as best can be determined by the documents provided and as per on the ground survey, and that said property appears to have access to and from a dedicated roadway.

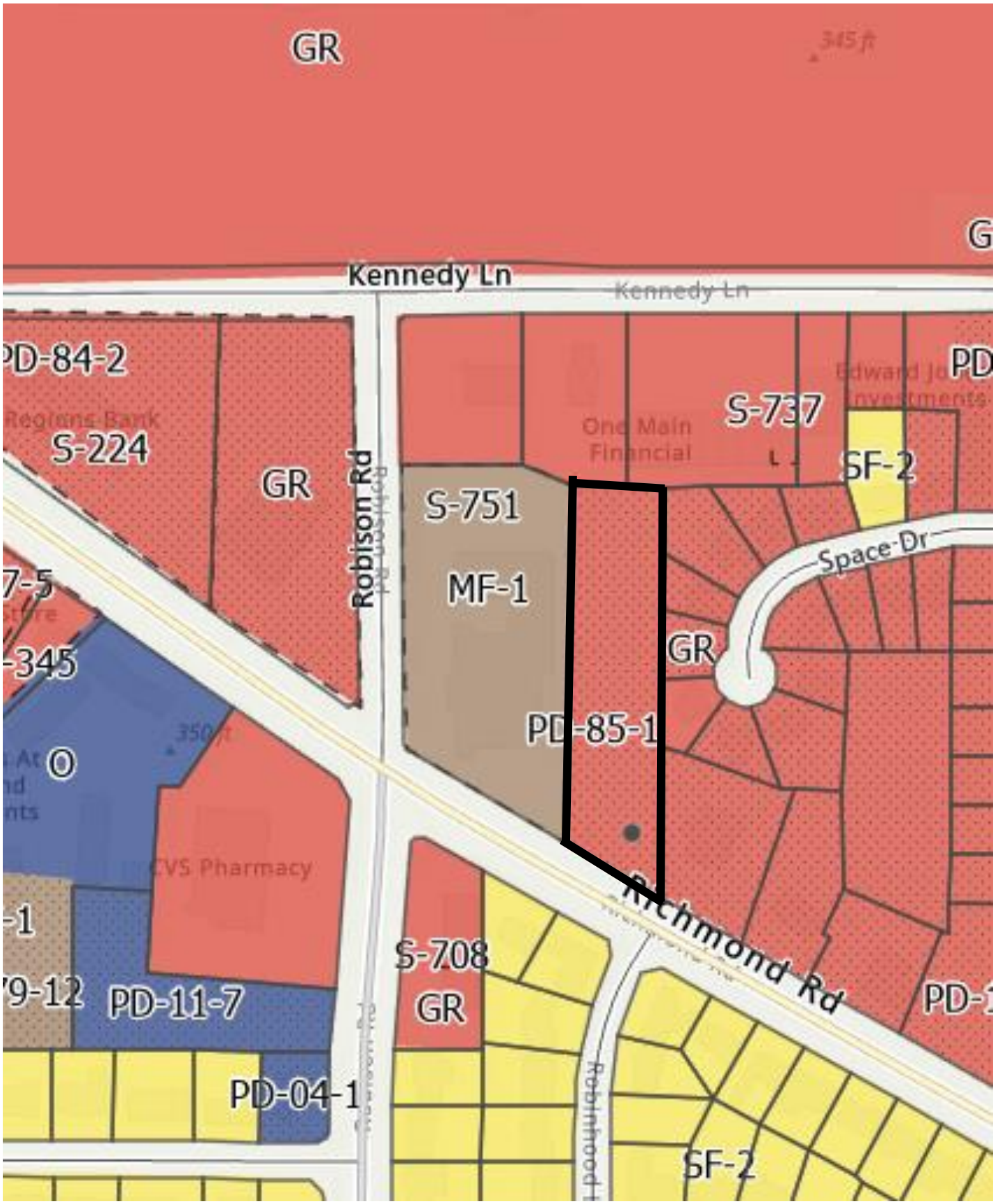
JOHNNY E. PLUNK, JR.
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS NO. 5080



Attachment: 2023-152 EXH 'B' (Legal Description) (4129 : 2023-152 ORD Amendment to PD-85-1 site plan approval 1802 Richmond Rd)

2023-152 ATTH 01
Z-23-16

1802 Richmond Road



Attachment: 2023-152 ATTH 01 (Maps) (4129 : 2023-152 ORD Amendment to PD-85-1 site plan approval 1802 Richmond Rd)

2023-152 ATTH 01
Z-23-16

1802 Richmond Road



Attachment: 2023-152 ATTH 01 (Maps) (4129 : 2023-152 ORD Amendment to PD-85-1 site plan approval 1802 Richmond 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: 2023-152 Goals & Perspectives (4129 : 2023-152 ORD Amendment to PD-85-1 site plan approval 1802 Richmond Rd)

ORDINANCE NO. 2023-152

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-85-1(GR) FOR SITE PLAN APPROVAL ON AN APPROXIMATE 1.57-ACRE TRACT OF LAND (BEING TRACT 2), MARY E. WILLS SUBDIVISION, LOCATED AT 1802 RICHMOND 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 1.57-acre tract of land (being Tract 2), Mary E. Wills Subdivision, located at 1802 Richmond Road (Exhibit 'B')** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-General Retail [PD-85-1(GR)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-85-1(GR); and

WHEREAS, the proposed use is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-General Retail; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously by a vote of five (5) to zero (0) to recommend for approval of the petition for a site plan (Exhibit 'A')** to the City Council of the City of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that the approval of the site plan for the above described property is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the site plan **(Exhibit 'A') on an approximate 1.57-acre tract of land (being Tract 2), Mary E. Wills Subdivision, located at 1802 Richmond Road (Exhibit 'B')** in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-85-1(GR).

Attachment: 2023-152 ORD SPA at 1802 Richmond Rd signed (4129 : 2023-152 ORD Amendment to PD-85-1 site plan approval 1802 Richmond

SECTION 2: PD-85-1(GR) is hereby amended by approval of the site plan (**Exhibit 'A'**), incorporated herein by reference for all purposes and includes the following:

1. New 4,800 sq. ft. building.
2. The façade is brick and metal mansard.
3. Twenty-two (22) parking places including two (2) handicapped spaces. Each parking space must be a minimum of 180 sq. ft. (9'x20' or 10'x18').
4. One 6'X8' monument style sign is allowed.
5. One screened dumpster site.
6. Any driveway changes or addition will be subject to approval by TxDOT.
7. The most remote part of the building must not be more than 150 feet away from the public street or a fire lane is required.
8. Site design must meet Stormwater Drainage Manual requirements.

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 December, 2023.**

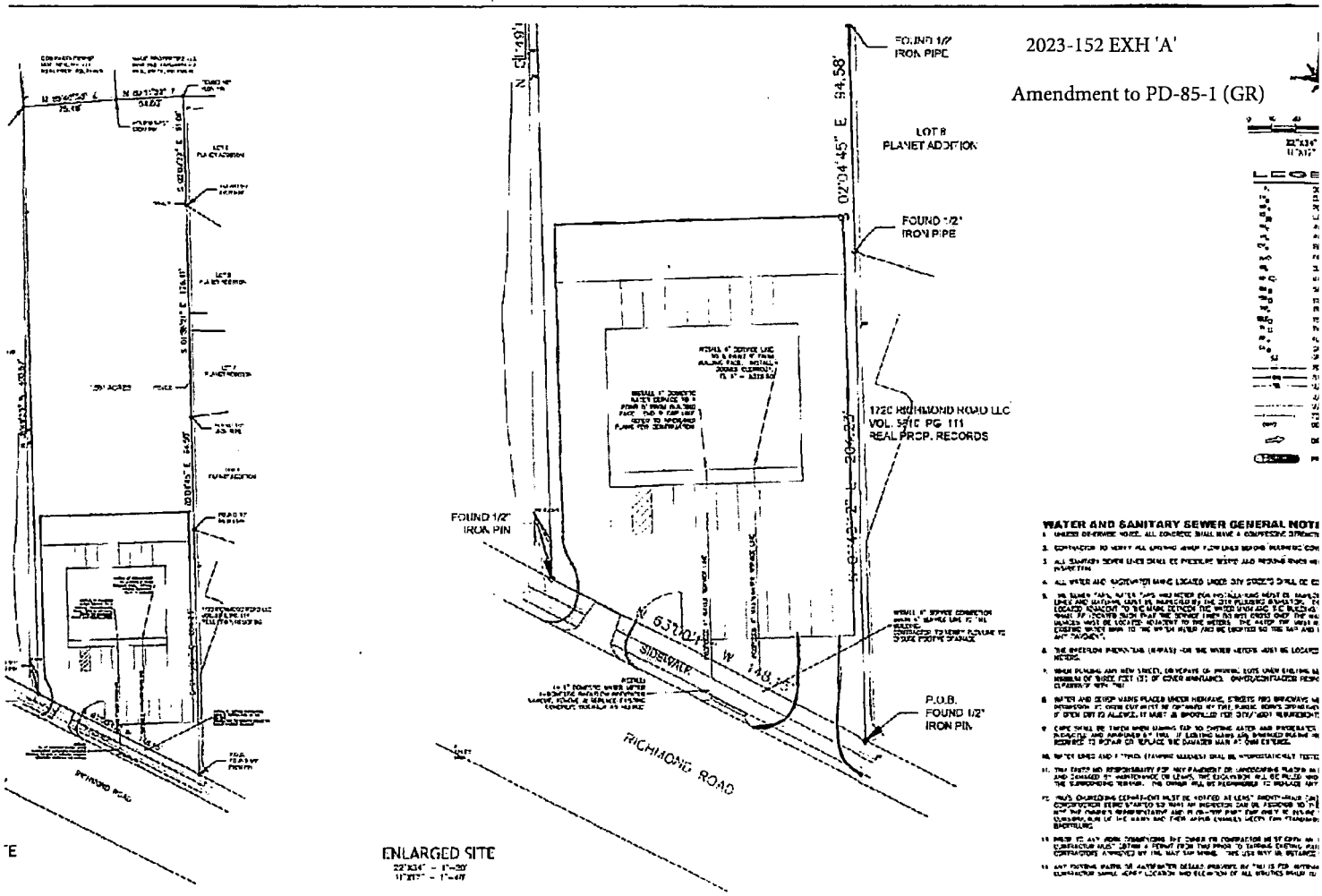
ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:31p.m

Attachment: 2023-152 ORD SPA at 1802 Richmond Rd signed (4129 : 2023-152 ORD Amendment to PD-85-1 site plan approval 1802 Richmond



Attachment: 2023-152 ORD SPA at 1802 Richmond Rd signed (4129 : 2023-152 ORD Amendment to PD-85-1 site plan approval 1802 Richmond

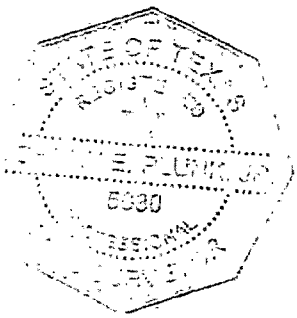
2023-152 EXH 'B'
Amendment to PD-85-1(GR)

THIS IS TO CERTIFY: that this plat correctly reflects the results of a survey made on the ground covering all that certain tract or parcel of land being a part of the CHANCELLOR BEACH HEADRIGHT SURVEY, Abstract No. 731, Bowie County, Texas, the subject tract of land being all of the called 1.66 acre tract described in a Release to W. H. Walraven as recorded ir Volume 165, Page 383 of the Deed Records of Bowie County, Texas, the 1.66 acre tract also being referred to as Lot No. 2 of the Mary E. Wills Subdivision according to the map or plat recorded in Volume 40, Page 260 of the Plat Records of Bowie County, Texas, Save and Except that part of said called 1.66 acre tract that lies South of the North right-of-way line of a street known as Richmond Road as conveyed to the State of Texas by Deed recorded in Volume 1344, Page 237 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:

Beginning at a ½" iron pin found for corner on the North right-of-way line of Richmond Road, the Point of Beginning also being located on the East line of said Walraven tract and at the Southwest corner of a 0.784 acre tract of land as conveyed to 1720 Richmond Road, LLC, by Warranty Deed recorded in Volume 5810, Page 111 of the Real Property Records of Bowie County, Texas;
THENCE: N 63°00'17" W, 148.15 feet with the North right-of-way line of Richmond Road to a ½" iron pin found for corner on the West line of said Walraven tract, said corner being the Southeast corner of a 2.574 acre tract of land as conveyed to James Boulton, Robert Hudson and Allen Wroten, Trustees of Free Life Church, by Warranty Deed with Vendor's Lien recorded as Instrument No. 2019-00012640 of the Real Property Records of Bowie County, Texas;
THENCE: N 01°49'03" W, 490.57 feet with the West line of said Walraven tract and the East line of said 2.574 acre tract to a 5/8" iron pin found for corner at the Northwest corner of said Walraven tract, said corner being located on the East line of said 2.574 acre tract and at the Southerly Southwest corner of a 0.749 acre tract of land as conveyed to CDB Partnership by Warranty Deed recorded in Volume 3016, Page 213 of the Real Property Records of Bowie County, Texas;
THENCE: N 85°40'30" E, 75.48 feet with the North line of said Walraven tract, same being the Southerly South line of said 0.749 acre tract, to a 1-1/2" iron pipe found for corner at the Southeast corner of said 0.749 acre tract, said corner also being the Southwest corner of a 1.338 acre tract of land as conveyed to Maud Properties, LLC, by Special Warranty Deed with Vendor's Lien recorded as Instrument No. 2021-00000330 of the Real Property Records of Bowie County, Texas;
THENCE: N 87°11'22" E, 54.80 feet with the North line of said Walraven tract and the South line of said 1.338 acre tract to a ½" iron pin found for corner at the Northeast corner of said Walraven tract and the Northwest corner of Lot No. 5 of Planet Addition according to the map or plat recorded in Volume 329, Page 198 of the Plat Records of Bowie County, Texas;
THENCE: Southerly with the West line of Planet Addition and the East line of said Walraven tract the following courses:
S 02°02'32" E, 91.01 feet to a ½" iron pin found at the Southwest corner of said Lot No. 5, same being the Northwest corner of said Lot No. 6;
S 01°36'21" E, 176.41 feet with the West line of said Lot No. 6 and on with the West line of Lot No. 7 to a ½" iron pipe found for corner at the Southwest corner of said Lot No. 7, same being the Northwest corner of Lot No. 8;
And S 02°04'45" E, 94.58 feet with the West line of said Lot No. 8 to a ½" iron pipe found for corner at the Southwest corner of same, said corner also being the Northwest corner of said 0.784 acre tract;
THENCE: S 01°40'12" E, 204.23 feet with the East line of said Walraven tract and the West line of said 0.784 acre tract to the Point of Beginning and containing 1.581 acres of land, more or less.

TO THE LIENHOLDERS AND/OR THE OWNERS OF THE PREMISES SURVEYED AND TO THE TITLE COMPANY: The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that any discrepancies, conflict, shortages in area, boundary line conflicts, encroachments of improvements, apparent or visible easements or rights-of-way are as shown hereon and/or described herein as best can be determined by the documents provided and as per on the ground survey, and that said property appears to have access to and from a dedicated roadway.

JOHNNY E. PLUNK, JR.
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS NO. 5080



Attachment: 2023-152 ORD SPA at 1802 Richmond Rd signed (4129 : 2023-152 ORD Amendment to PD-85-1 site plan approval 1802 Richmond