CITY OF TEXARKANA

CITY COUNCIL

AGENDA ● JULY 13, 2026

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

220 TEXAS BLVD., TEXARKANA, TX 75501

Mayor
Bob Bruggeman

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



Vision

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

Mission

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

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

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

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER COLE MEADOR

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings
Monday, August 10, 2026, at 6:00 p.m.
Monday, September 14, 2026, at 6:00 p.m.

Parks & Recreation Events

July 18th, & 25th (Saturday)	Texarkana Farmers Market - 8:00 a.m. to 12:00 p.m.	500 N. State Line Avenue, Texarkana, Texas
July 16th, 23rd, & 30th (Thursday)	Popsicles in the Park - 2:00 p.m.	Spring Lake Park Splash Pad
July 17th	Fun in the Sun Kids Day - hosted by the Children and Family Institute - 12:30 p.m. to 5:00 p.m.	Southwest Center
July 25th	BASE Softball Tournament	Grady T.Wallace Sofball Complex
August 1st	Texarkana Farmers Market - Best Salsa in the Ark-La-Tex Competition - 8:00 a.m. to 12:00 p.m.	500 N. State Line Avenue, Texarkana, Texas

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

State of Lithium
The Texarkana Chamber of Commerce will host at 11:00 a.m. the **State of Lithium** on July 15, 2026, at the Texarkana Texas Convention Center.

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.

V. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

VI. ITEMS FOR CONSIDERATION

Consent Items

1. Consider approval of the minutes of the Joint Budget Advisory Committee Workshop of the City Council held on May 27, 2026.

2. Consider approval of the minutes of the Regular Meeting of the City Council held on June 8, 2026.

3. Resolution No. 2026-106 approving the Texarkana Regional Airport Interim Executive Director to execute an FAA grant application for the ARFF vehicle procurement and additional equipment in an amount not to exceed $1,102,673 to be paid from an FAA grant and the Arkansas Division of Aeronautics.

4. Resolution No. 2026-105 approving the Texarkana Regional Airport Interim Executive Director to accept and approve the bid from Rosenbauer Minnesota, LLC for the ARFF vehicle procurement and additional equipment in an amount not to exceed $1,102,673 to be paid from an FAA grant and the Arkansas Division of Aeronautics.

5. Resolution No. 2026-108 approving the Texarkana Regional Airport Interim Executive Director to execute an FAA grant application for the construction of the vehicle service road in an amount not to exceed $1,625,958 to be paid from an FAA grant and the Arkansas Division of Aeronautics.

6. Resolution No. 2026-107 approving the Texarkana Regional Airport Interim Executive Director to accept and approve the bid from Tatum Excavating Company, Inc. of Texarkana, Texas, for the construction of a vehicle service road in an amount not to exceed $1,601,163 to be paid from an FAA grant and the Arkansas Division of Aeronautics.

7. Resolution No. 2026-109 approving Texarkana Regional Airport Interim Executive Director to execute Work Order No. 2500666-2 with Garver LLC for the construction of the vehicle service road in an amount not to exceed $254,500 to be paid from an FAA grant and the Arkansas Division of Aeronautics.

8. Order No. 2026-111 calling the city's November 3, 2026, General Election for the purpose of electing a Council Member for Ward Three (3) and a Council Member for Ward Five (5).

9. Resolution No. 2026-113 accepting bids and authorizing the City Manager to execute contracts for the purchase of chemicals for water and wastewater treatment. Budgeted funds are available in the Utility's 2026-2027 Operating Fund.

10. Resolution No. 2026-133 authorizing the City Manager to execute a one-year contract,

totaling $32,910, with four additional one-year renewal options with Striping Technology LP for the City's street striping contract, budgeted from the Sign & Signal General Fund and the Major Road Maintenance Fund.

11. Resolution No. 2026-134 approving the Texarkana Regional Airport's selection of Altech, Inc. as the Construction Manager at Risk (CMAR) for the MRO Project and approving the Interim Director to execute an agreement with Altech, Inc. for CMAR services.

Action Items

1. Resolution No. 2026-052 authorizing the approval of the Water Conservation and Drought Contingency Plan.

2. Resolution No. 2026-104 approving a sponsorship agreement with Ritter Communications for naming rights associated with the concessions building and courtyard area at Swanger Complex as the “Right Fiber Fan Zone.”

3. Resolution No. 2026-112 approving two memoranda of agreement with Red River Army Depot for fire protection and emergency management services.

4. Ordinance No. 2026-122 extending the Fiscal and Personnel Management Agreement with the Texarkana Urban Transportation Study (TUTS) Policy Advisory Board through June 30, 2027.

5. Resolution No. 2026-124 authorizing the City Manager to file an application with the Texas Water Development Board Water Supply Infrastructure Grant Program, in an amount not to exceed $21,000,000 for the replacement of aging two-inch galvanized water mains with new six-inch and eight-inch water mains, and reimbursement of costs incurred since June 22, 2025, for the installation of the Advanced Metering Infrastructure system.

6. Resolution No. 2026-123 authorizing the City Manager to execute a contract with Holistic Utility Solutions of Grapevine, Texas, for the Texas Water Development Board Water Supply Infrastructure Grant Program Application, in an amount not to exceed $30,000 for Phase I and II and 2.5% of the awarded grant funds for Phase III, with budgeted funds for Phase I and II in the FY 2025-2026 TWU Texas Capital Improvement Fund. If Grant is not awarded, only the $30,000 cost portion will be paid. If Grant is awarded, all costs will be covered by the grant funds.

VII. FIRST BRIEFINGS

1. Ordinance No. 2026-096 granting a Specific Use Permit to allow the additional use of a skating rink on an approximate 25.334-acre tract of land (being Tracts 10A5, 10A6, 10B), Block 10A3, Eli Moore HRS, A-401, located at 2729 New Boston Road # 90 (Ward 2). John O'Shoughnessy, owner, and Quinn Jefferson, agent.

   Public Hearing: 8/10/2026
   Council Vote: 8/10/2026

2. Ordinance No. 2026-125 rezoning on an approximate 2.83-acre tract of land (being Tract 97B), H.S. Janes HRS, A-306, located in the 4200 block of Findley Street (Ward 2) from Single Family-2 to Single Family-3. Stefanie Tardy, owner.

   Public Hearing: 8/10/2026
   Council Vote: 8/10/2026

3. Ordinance No. 2026-126 granting a Specific Use Permit for the location of a HUD code manufactured home on an approximate 2.83-acre tract of land (being Tract 97B), H.S. Janes HRS, A-306, located in the 4200 block of Findley Street (Ward 2). Stefanie Tardy, owner.

   Public Hearing: 8/10/2026
   Council Vote: 8/10/2026

4. Ordinance No. 2026-127 rezoning on Lots 8-10, Block 8, Red Cut Heights, located at 2506 Liggett Street (Ward 1) from Single Family-2 to Single Family-3. Shakia Williams, owner.

   Public Hearing: 8/10/2026
   Council Vote: 8/10/2026

5. Ordinance No. 2026-128 granting a Specific Use Permit for the location of a HUD code manufactured home on Lots 8-10, Block 8, Red Cut Heights, located at 2506 Liggett Street (Ward 1). Shakia Williams, owner.

   Public Hearing: 8/10/2026
   Council Vote: 8/10/2026

6. Ordinance No. 2026-129 granting a Specific User Permit to allow the one additional use of an electrical substation on an approximate 3-acre tract of land (being Tracts 63A & 63B), J.A. Talbot HRS, A-564, located in the 5700 block of Gin Road (Ward 5). Molly Crowe, AEP/Southwestern Electric Power Company, owner, and William Sellard, TTL USA, agent.

   Public Hearing: 8/10/2026
   Council Vote: 8/10/2026

7. Ordinance No. 2026-130 amending PD-23-4 for site plan approval on an approximate 22.73-acre tract of land (being Tracts 11, 11A, 12, 12A) H.S. Janes HRS, A-306, located at 1047 Terry Street (Ward 2). Zachary Mowery, Resortments Representative, owner.

   Public Hearing: 8/10/2026
   Council Vote: 8/10/2026

8. Resolution No. 2026-135 adopting the Program Year 2026 Community Development Block Grant Annual Action Plan and authorizing the City Manager to submit said action plan to the U.S. Department of Housing and Urban Development.

Public Hearing: 8/10/2026
Council Vote: 8/10/2026

VIII. PUBLIC HEARINGS

1. Ordinance No. 2026-093 approving a real estate exchange agreement with the Texas A&M University System for property near Bringle Lake (City property commonly referred to as the Golf Ranch, approximately 249.866 acres located in the Jarrett Janes HRS, agreed fair market value of $2.5 Million, in exchange for University-owned non-flood plain vacant real property suitable for residential development between Clear Creek and the west edge of the Oakwood Subdivision, approximately 138.788 acres in the J.W. Fort HRS, agreed fair market value of $2.5 Million); and approving liquidation of leasehold interest and termination of lease agreement with Texarkana Golf Ranch, LLC, for the Golf Ranch leasehold (appraised value of $1.23 Million).

   Public Hearing: 7/13/2026
   Council Vote: 7/13/2026

2. Ordinance No. 2026-097 rezoning on an approximate 7.497-acre tract of land (being Tract 98B), M.H. Janes HRS, A-305, located at 8000 Hampton Road (Ward 5) from Single Family-2 to Industrial-2. Gary Henderson, MetalMax, LLC, owner.

   Public Hearing: 7/13/2026
   Council Vote: 7/13/2026

3. Ordinance No. 2026-098 rezoning an approximate 1.18-acre tract of land (being Tract 7A), City Improvement Co Annex, GPM Store #LB22, located at 4102 W 7th Street (Ward 2) from Single Family-2 to Industrial-1. Mark Wilson, SVP, owner, and Michael Scarbrough, agent.

   Public Hearing: 7/13/2026
   Council Vote: 7/13/2026

4. Ordinance No. 2026-099 rezoning on Lots 9-10, Block 19, West Texarkana, located at 2308 W 11th Street (Ward 2) from Single Family-2 to Single Family-3. Tiffany Holt, owner.

   Public Hearing: 7/13/2026
   Council Vote: 7/13/2026

5. Ordinance No. 2026-100 granting a Specific Use Permit to allow the location of a HUD code manufactured home on Lots 9-10, Bock 19, West Texarkana, located at 2308 W 11th Street (Ward 2). Tiffany Holt, owner.

   Public Hearing: 7/13/2026
   Council Vote: 7/13/2026

6. Ordinance No. 2026-101 rezoning on Part of Lots 1-7, All of 8-14, Part of 5 & 6

Cowtown Materials Inc., an approximate 1.87-acre tract of land (being Tract 3 4), Krouse 1st (TXKA), located at 1521 Beaumont Street (Ward 1) from Single Family-2 to Industrial-2. Robert Torrans, owner, and Vance Liles, MTG Engineers and Surveyors, agent.

Public Hearing: 7/13/2026
Council Vote: 7/13/2026

7. Ordinance No. 2026-102 rezoning on a 1.18-acre tract of land, Jacob Carsner HRS, A-116, located at 1015 S Lelia Street (Ward 1) from Agriculture to Industrial-2. Robert Torrans, owner, and Vance Liles, MTG Engineers and Surveyors, agent.

   Public Hearing: 7/13/2026
   Council Vote: 7/13/2026

IX. CITY MANAGER'S REPORT

X. ADMINISTRATIVE COMMENTS

1. City Council
2. City Staff

XI. ADJOURNMENT



Jennifer Evans
City Secretary

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

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

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

City of Texarkana, Texas

VI.1

Briefing Sheet

Department: Admin **Action Officer:**

Subject: Consider approval of the minutes of the Joint Budget Advisory Committee Workshop of the City Council held on May 27, 2026.

Briefing: **Public Hearing:** **Council Vote:**

Item Schedule:

Updates/History of Briefing:

Executive Summary and Background Information:

Potential Options:

Fiscal Implications:

Staff Recommendation:

Advisory Board/Committee Review:

Board/Committee Recommendation:

Advisory Board/Committee Meeting Date and Minutes:

CITY OF TEXARKANA

CITY COUNCIL

MINUTES ● MAY 27, 2026

Council Chambers | **Joint Budget Advisory Committee Workshop** | **11:30 AM**

220 TEXAS BLVD., TEXARKANA, TX 75501

I. CALL TO ORDER

Council Members present: Mayor Bruggeman, Jean Matlock, Steve Thompson, Cole Meador, and Jay Davis. Absent: Mary Hart and Christie Page.

Budget Advisory Members present: William Perry (Ward 1), Melva Flowers (Ward 2), Brandon Murray (Ward 4), Kelly Mitchell (Ward 5), and Steve Mayo (Ward 6). Absent: Van Alexander (Chairperson/Mayor) and Eric Cain (Ward 3).

City Staff present: City Manager David Orr, Jennifer Evans, LaVera Webster, Derek Murphy, Kristin Peeples, J.W. Bramlett, Mashell Daniel, Ryan Galvan, Reed Russell, Anna Bias, Gary Smith, Keith Beason, and Ryan Bean.

II. WELCOME & OPENING REMARKS

Mayor Bruggeman welcomed everyone to the FY 2027 joint Budget Advisory Committee meeting and thanked the Budget Advisory Committee members for their time, effort, and input on such important matters for the City and Texarkana Water Utilities.

With the absence of Van Alexander, the Mayor turned the meeting over to Kelly Mitchell to chair. Mr. Mitchell thanked the committee members for their hard work, time, and participation in discussing the budget because there was a lot to learn and cover during the process.

III. ITEM FOR DISCUSSION - PROPOSED FY 2027 CITY BUDGET

General Overview

Kristin Peeples shared a brief recap of FY 2025, saying the year ended well with just over $16 million in unassigned fund balance and 138 days of general fund expenditures. As a reminder, the policy is to keep at least 60 days of fund balance available, which the city exceeded. Texarkana Water Utilities finished FY 2025 with 36 days of operating expenditures and staff is working to build up that balance.

She continued with the FY26 revised numbers for the General Fund - Fund Balance and TWU - Texas Revenue Fund, estimated sales tax revenue – projected collections, and one-time use of fund balance for projects. If those projects are not completed in FY26, they will roll into FY27.

In April, the city received estimated property vaulations from the Bowie Central Appraisal District for Tax Year 2026 (Fiscal Year 2027). The city normally receives certified property valuations at the end of July.

Staff plan to maintain an overall tax rate of $0.65 and fund annual capital expenditures with tax notes or certificates of obligation rather than cash expenditures if needed to maintain an overall property tax rate of $0.65. As part of the current financial review and long-range budget planning process, the city will be implementing reductions to both internal and external funding allocations, making funding adjustments in phases over multiple years.

Sales tax revenue for FY27 is budgeted to remain flat in comparison to FY26 revised estimates. The proposed budget includes TWU revenue increases effective October 1st for water and sewer rates based on the adopted rate study (approximately 5% on water and 4% on sewer. Also, the Riverbend fee of $5.50/1,000 gallons which is an increase of $0.34/1,000 gallons. January 1st will be the effective date for wholesale water contracts based on CPI increases.

Employee Health Insurance
The city's health insurance contract is currently out for bid. Due to the loss ratio information available at the time of the bid, staff anticipate a cost increase in FY27. The cost increase is currently budgeted at 35% or $1,365,000 for the city and $750,000 for TWU, for a total of $2,115,000.

Personnel
There are no proposed compensation increases for non-civil service personnel. Fourteen (14) general fund and ten (10) TWU positions are either frozen or will be frozen in future years through attrition. There are step increases for civil service police in the budget. There are step increases for civil service firefighters, and the city is currently engaged in the collective bargaining process.

Other expenditures were discussed and several new items were included in the proposed budget.

The Budget Advisory Committee made the following recommendations for FY27:

- Implement budget reductions over three years:
    - 3% beginning in October 2026 (FY 2027)
    - Additional 2% in October 2027 (FY 2028) for a total of 5%
    - Additional 2% in October 2028 (FY 2029) for a total of 7%
    - Consider additional expenditure reductions or revenue strategies needed for FY 2030
- Continue to work toward aligning operations of associated entities and shared departments including TWU, Airport, and Library
- Finalize health insurance contract and work with consultants to develop cost saving strategies
- Research and implement strategies to optimize property tax collections

- Use additional property tax revenue to pay debt service by issuing tax notes or bonds for capital projects
- Consider reduction of percentage allocation to the TIRZ 1 Fund

- Continuation of the following TWU projects:
  - Waggoner Creek Wastewater Treatment Plant Upgrade
  - Non-Revenue Water Reduction Phase II – Dashboard and Analytics (meter auto flushers, add chlorine sensors, control valves, pressure monitors, twin dashboards, and SCADA integration)
  - Texas Viaduct Water Looping
  - Automatic Metering and Energy Audit
  - Finalize contract extension with Graphic Packaging
  - Increase water and sewer rates based on the adopted rate study effective October 1st
  - Implement wholesale water contract CPI increases effective January 1st
  - Update Riverbend fee effective October 1st
  - Continue contract discussion with Macedonia Eylau

Budget Advisory Committee members requested the City Manager to set up a small group workshop to further discuss future impacts of rising health insurance costs.

IV. CLOSING COMMENTS

Mayor Bruggeman thanked everyone who participated and joined the meeting He said it was good to know what's ahead for the city's FY27 budget.

V. ADJOURNMENT

The meeting was adjourned at 1:37 p.m.

CITY OF TEXARKANA

CITY COUNCIL

MINUTES ● JUNE 8, 2026

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

220 TEXAS BLVD., TEXARKANA, TX 75501

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

Attendee Name	Title	Status	Arrived
Bob Bruggeman	Mayor	Present	
Jean H. Matlock	Ward 1	Present	
Mary Hart	Ward 2	Present	
Steve Thompson	Ward 3	Present	6:18 p.m.
Christie Page	Ward 4	Present	
Cole Meador	Ward 5	Absent	
Jay Davis	Ward 6	Present	

Staff Present: City Manager David Orr, Jennifer Evans, Kristin Peeples, Chiquita Burks, LaVera Webster, Reed Russell, J.W. Bramlett, Gary Smith, Chris Black, Mashell Daniel, Keith Beason, Ryan Galvan, Jeffery Beggs, Garrett Baker, Dusty Henslee, Matt Solomon, and Kris Smith.

Municipal Court: Judge Sherry Jackson Hawkins.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER JEAN MATLOCK

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings
Monday, July 13, 2026, at 6:00 p.m.
Monday, August 10, 2026, at 6:00 p.m.

Summer Highlights
Texarkana Farmers Market - Every Saturday beginning May through August 1st from 8:00 a.m. to 12:00 p.m. at 500 N. State Line Avenue, Texarkana, Texas.

Movies in the Park at Spring Lake Park will be held on June 11th.

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

Texarkana Airshow
The Texarkana Airshow will be held on June 26th and 27th at the Texarkana Regional Airport,

presented by the Texarkana College Aviation Program, in partnership with both cities and community sponsors. For more information, go to www.texarkanaairshow.com.

Mayor Bruggeman wished finance employee, **Reed Russell,** a happy 24th birthday.

The **Pleasant Grove Hawks baseball team** are now the 4A District 1 State Champions! They had an overall season record with 39 wins and only four losses under the leadership of Coach Riley Fincher. Congratulations HAWKS for your outstanding season!

On June 3rd, the **Tunnel to Towers Foundation** tour stopped in Texarkana at the downtown Federal Post Office. It was a tour to reflect and honor those who sacrificed their lives that were sadly lost on September 11, 2001.

The trailer towing the "South Tower" steel beams, was made locally by Ledwell Manufacturing. Steve Ledwell was thanked for his contribution to this special and memorable event.

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 it 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.

Brandon, who refused to provide his last name, expressed comments about a Flock safety surveillance camera mounted on Richmond Road.

V. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

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

VI. ITEMS FOR CONSIDERATION

Consent Items

1. Consider approval of the minutes of the Waste Management Workshop Meeting of the City Council held on May 4, 2026.

2. Consider approval of the minutes of the Regular Meeting of the City Council held on May 11, 2026.

3. Resolution No. 2026-091 authorizing the City Manager to enter into a contract for the Millwood Water Treatment Plant Cleaning of the Sludge Ponds Project for an amount not to exceed $412,300, with the Texas portion not to exceed $250,802.09, with funds available in the Utility's 2025-2026 budget in the Millwood WTP Depreciation Fund.

4. Resolution No. 2026-092 approving the Texarkana Regional Airport Interim Executive Director to execute an agreement with KSA, A Pape-Dawson Company, to conduct a comprehensive market rent study and appraisal services for aeronautical land and Fixed

Base Operator (FBO) leasehold properties at the Texarkana Regional Airport in a proposed amount of $29,495.

5. Resolution No. 2026-094 approving the application for the FY2025 Edward Byrne Justice Assistance Grant providing a total grant in the amount of $15,827, where the City of Texarkana, Texas, will receive $9,496 and Bowie County, Texas will receive $6,331.

6. Resolution No. 2026-095 authorizing the City Manager to execute a five-year contract with UKG for Human Resources software services in an amount not to exceed $210,682.

7. Resolution No. 2026-110 amending the City's interlocal cooperation agreement with Riverbend Water Resources District, adding Schedule B (water production manager services for both the Millwood and New Boston Road water treatment plants).

(6:19 p.m.)

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

Action Item

7. Resolution 2026-103 approving an interlocal agreement and statement of responsibility with Texas Municipal League Intergovernmental Risk Pool to acquire and access group critical illness coverage for retired peace officers and firefighters, as required by Texas House Bill 4144 during the 89th Texas Legislative Session.

J.W. Bramlett briefed this agenda item.

(6:22 p.m.)

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

VII. FIRST BRIEFINGS

1. Ordinance No. 2026-093 approving a real estate exchange agreement with the Texas A&M University System for property near Bringle Lake (City property commonly referred to as the Golf Ranch, approximately 249.866 acres located in the Jarrett Janes HRS, agreed fair market value of $2.5 Million, in exchange for University-owned non-flood plain vacant real property suitable for residential development between Clear Creek and the west edge of the Oakwood Subdivision, approximately 138.788 acres in the J.W. Fort HRS, agreed fair market value of $2.5 Million); and approving liquidation of leasehold interest and termination of lease agreement with Texarkana Golf Ranch, LLC, for the Golf Ranch

leasehold (appraised value of $1.2 Million).

Public Hearing: 7/13/2026
Council Vote: 7/13/2026

Jeff Lewis briefed this agenda item.

2. Ordinance No. 2026-097 rezoning on an approximate 7.497-acre tract of land (being Tract 98B), M.H. Janes HRS, A-305, located at 8000 Hampton Road (Ward 5) from Single Family-2 to Industrial-2. Gary Henderson, MetalMax, LLC, owner.

   Public Hearing: 7/13/2026
   Council Vote: 7/13/2026

   Mashell Daniel briefed this agenda item.

3. Ordinance No. 2026-098 rezoning an approximate 1.18-acre tract of land (being Tract 7A), City Improvement Co Annex, GPM Store #LB22, located at 4102 W 7th Street (Ward 2) from Single Family-2 to Industrial-1. Mark Wilson, SVP, owner, and Michael Scarbrough, agent.

   Public Hearing: 7/13/2026
   Council Vote: 7/13/2026

   Mashell Daniel briefed this agenda item.

4. Ordinance No. 2026-099 rezoning on Lots 9-10, Block 19, West Texarkana, located at 2308 W 11th Street (Ward 2) from Single Family-2 to Single Family-3. Tiffany Holt, owner.

   Public Hearing: 7/13/2026
   Council Vote: 7/13/2026

   Mashell Daniel briefed this agenda item.

5. Ordinance No. 2026-100 granting a Specific Use Permit to allow the location of a HUD code manufactured home on Lots 9-10, Bock 19, West Texarkana, located at 2308 W 11th Street (Ward 2). Tiffany Holt, owner.

   Public Hearing: 7/13/2026
   Council Vote: 7/13/2026

   Mashell Daniel briefed this agenda item.

6. Ordinance No. 2026-101 rezoning on Part of Lots 1-7, All of 8-14, Part of 5 & 6 Cowtown Materials Inc., an approximate 1.87-acre tract of land (being Tract 3 4), Krouse 1st (TXKA),

located at 1521 Beaumont Street (Ward 1) from Single Family-2 to Industrial-2. Robert Torrans, owner, and Vance Liles, MTG Engineers and Surveyors, agent.

Public Hearing: 7/13/2026
Council Vote: 7/13/2026

Mashell Daniel briefed this agenda item.

7. Ordinance No. 2026-102 rezoning on a 1.18-acre tract of land, Jacob Carsner HRS, A-116, located at 1015 S Lelia Street (Ward 1) from Agriculture to Industrial-2. Robert Torrans, owner, and Vance Liles, MTG Engineers and Surveyors, agent.

   Public Hearing: 7/13/2026
   Council Vote: 7/13/2026

   Mashell Daniel briefed this agenda item.

8. Resolution No. 2026-104 approving a sponsorship agreement with Ritter Communications for naming rights associated with the concessions building and courtyard area at Swanger Complex as the "Right Fiber Fan Zone."

   Public Hearing:
   Council Vote: 7/13/2026

   Keith Beason briefed this agenda item.

RESULT:	**ALL ITEMS MOVED FORWARD**	**Next: 7/13/2026 6:00 PM**

VIII. PUBLIC HEARINGS

1. Ordinance No. 2026-045 amending Sections 18-4 and 18-5 of the Code of Ordinances with the adoption of the International Fire Code, 2024 Edition, with certain amendments, modifications, deletions, and appendices.

   Public Hearing: June 8, 2026
   Council Vote: June 8, 2026

   There were no public comments made at this hearing.
   (6:34 p.m.)

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

2. Ordinance No. 2026-056 rezoning on Lot 2, (H&T Minor Plat), Block 111, George Brinlee HRS, A-18, located in the 4900 block of McKnight Road (Ward 4) from Single

Family-1 to Planned Development-Office. Jasper Howard Estate, owner, and Richard Reynolds, agent **[A 3/4 vote of the council is required to approve this request**.]

Public Hearing: June 8, 2026
Council Vote: June 8, 2026

This agenda item was WITHDRAWN by the owner.

3. Ordinance No. 2026-058 rezoning on Lot 6, Block 21, Avondale Addition, located at 515 Robbins Street (Ward 1) from Single Family-2 to Single Family-3. Inez Dixon, owner, and Samuel Augustus, agent.

Public Hearing: June 8, 2026
Council Vote: June 8, 2026

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

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

4. Ordinance No. 2026-059 granting a Specific Use Permit to allow the location of a HUD code manufactured home on Lot 6, Block 21, Avondale Addition, located at 515 Robbins Street (Ward 1). Inez Dixon, owner, and Samuel Augustus, agent.

Public Hearing: June 8, 2026
Council Vote: June 8, 2026

There were no public comments made at this hearing.
(6:37 p.m.)

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

5. Ordinance No. 2026-064 granting a Specific Use Permit to allow the location of a HUD code manufactured home on an approximate 0.69-acre tract of land (being Tract 19-19A) MEP&P RWY HRS, A-434, located at 1106 Hatton Street (Ward 2). QuanTerica Moss, owner.

Public Hearing: June 8, 2026
Council Vote: June 8, 2026

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

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

6. Ordinance No. 2026-066 rezoning on Lot 22, and ½ of Lot 20, Block 6, H.S. Janes HRS, A-306, located at 4307 Gazola Street (Ward 2) from Planned Development-Agriculture to Planned Development-Commercial. Inex Dixon, owner and Joe Thomas, agent.

   Public Hearing: 6/8/2026
   Council Vote: 6/8/2026

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

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

7. Ordinance No. 2026-067 granting a Specific Use Permit to allow the one additional use of an outdoor off-premises advertising sign/billboard on Lot 22, and ½ of Lot 20, Block 6, H.S. Janes, located at 4307 Gazola Street (Ward 2). Inez Dixon, owner, and Joe Thomas, agent.

   Public Hearing: 6/8/2026
   Council Vote: 6/8/2026

   There were no public comments made at this hearing.
   (6:42 p.m.)

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

8. Ordinance No. 2026-068 amending PD-23-3 for site plan approval on Lot 22, and ½ of Lot 20, Block 6, H.S. Janes, located at 4307 Gazola Street (Ward 2). Inez Dixon, owner, and Joe Thomas, agent.

   Public Hearing: 6/8/2026
   Council Vote: 6/8/2026

   There were no public comments made at this hearing.

(6:44 p.m.)

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

9. Ordinance No. 2026-069 rezoning on the west 164.6' of Lots 3-4, Block 4, Urban Heights, located in the 3900 block of Collom Street (Ward 2) from Single Family-2 to Single Family-3. Randy Pitts, owner.

   Public Hearing: 6/8/2026
   Council Vote: 6/8/2026

   There were no public comments made at this hearing.

(6:45 p.m.)

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

10. Ordinance No. 2026-070 granting a Specific Use Permit to allow the location of a HUD code manufactured home on the west 164.6' of Lots 3-4, Block 4, Urban Heights, located in the 3900 block of Collom Street (Ward 2). Randy Pitts, owner.

    Public Hearing: 6/8/2026
    Council Vote: 6/8/2026

    There were no public comments made at this hearing.

(6:47 p.m.)

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

11. Ordinance No. 2026-071 rezoning on Lots 6-7, Block 5, New Town Addition, located at 2117 Stevenson Street (Ward 1) from Single Family-2 to Single Family-3. Jorge Laguna, owner.

    Public Hearing: 6/8/2026
    Council Vote: 6/8/2026

    There were no public comments made at this hearing.

(6:48 p.m.)

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

12. Ordinance No. 2026-072 granting a Specific Use Permit to allow the location of a HUD code manufactured home on Lots 6-7, Block 5, New Town Addition, located at 2117 Stevenson Street (Ward 1). Jorge Laguna, owner.

    Public Hearing: 6/8/2026
    Council Vote: 6/8/2026

    There were no public comments made at this hearing.
    (6:49 p.m.)

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

13. Resolution No. 2026-075 supporting the nomination and designation of eligible census tracts within the City of Texarkana, Texas, as Opportunity Zones to encourage private investment, economic development, job creation, and community revitalization.

    Public Hearing: 6/8/2026
    Council Vote: 6/8/2026

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

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

14. Resolution No. 2026-076 supporting the redevelopment of Sunset Apartments and providing a Resolution of No Objection for LIH Texarkana Preservation, L.P.'s application to TDHCA for 4% Low Income Housing Tax Credits.

    Public Hearing: 6/8/2026
    Council Vote: 6/8/2026

    Mary Bruce asked if the redeveloped apartments would have window units or central air conditioning and what apartment modifications would be made for people with

disabilities. She also asked where the redesigned apartments, for people with accessibility needs, would be located on the property.

Deborah Reyes, consultant representing LEDG Capital, joined via the Zoom Videoconferencing platform, to answer questions.

(6:56 p.m.)

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

15. Resolution No. 2026-085 establishing Chapter 312 Tax Abatement guidelines and criteria.

Public Hearing: 6/8/2026
Council Vote: 6/8/2026

There were no public comments made at this hearing.

(6:57 p.m.)

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

16. Ordinance No. 2026-086 adopting Chapter 312 Reinvestment Zone No. 1 Project Prime Corner.

Public Hearing: 6/8/2026
Council Vote: 6/8/2026

There were no public comments made at this hearing.

(6:58 p.m.)

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

17. Resolution No. 2026-087 approving a Chapter 312 Tax Abatement Agreement with Texarkana Summerhill-Moores, LLC, for a commercial development project located in the “Chapter 312 Reinvestment Zone No. 1 – Project Prime Corner” at Summerhill Road and Moores Lane, and amending Resolution No. 2026-048 to designate

"Texarkana – Summerhill Investment 1, LLC" as the contracting party for the Chapter 380 economic development incentive agreement authorized by said resolution.

Public Hearing: 6/8/2026
Council Vote: 6/8/2026

There were no public comments made at this hearing.
(6:59 p.m.)

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

18. Resolution No. 2026-088 approving and adopting the Parks and Trails Master Plan prepared by city staff and consultants from Norris Design.

Public Hearing: 6/8/2026
Council Vote: 6/8/2026

Mary Bruce asked if the aesthetics, sparse equipment, limited or inaccessible parking, no bathrooms, and other needed improvements would be addressed for the parks on the south side of town, naming Grandview Park and Findley Park.

Keith Beason responded that Grandview Park is the property of Liberty Eylau School District. The city's Findley Park is in a floodway which hinders opportunity for grant funding. Staff is looking at other resources to help make improvements at Findley Park.

Rick Lisenor, with Norris Design, shared more details about the Parks Master Plan.

(7:08 p.m.)

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

IX. CITY MANAGER'S REPORT

Leopard Drive Shared Use Path and Pedestrian Improvements Project
Construction is expected to start July 1st, 2026, on the Leopard Drive Shared Use Path and Pedestrian Improvements Project. This is a TxDOT grant-funded project awarded to the City several years ago that consists of a 10' shared-use path along the easternmost edge of Leopard Drive from Lake Drive to Grady T Wallace Park, as well as a 6' sidewalk leading into Grady T Wallace Park that would tie into the park's existing sidewalk system. More information will be released soon on the project.

Updated Website Redesign Launched
Over the past six months, City staff have worked with CivicPlus on a redesign and refresh of the city's website. The updated website officially launched a few weeks ago. This update was primarily focused on improving the overall appearance, layout, and user experience of the site. Thank you to Brooke Stone for all the work and coordination that went on this project.

City Website: www.Texarkanatexas.gov

SAVE THE DATES: 2026 Citywide **Juneteenth Celebration** events are scheduled throughout the month of June. The Juneteenth Festival & Parade will take place on Saturday, June 20th at 6:00 p.m. at the Four States Fair Grounds.

For a full list of events, please visit The Scholars Facebook page or call 903-276-8813.

The **Texarkana Airshow** will take place on Saturday, June 27th at the Texarkana Regional Airport, presented by the Texarkana College Aviation Program in partnership with both cities and community sponsors. Gates open at 10:00 a.m.

For more information, please visit www.texarkanaairshow.com

X. ADMINISTRATIVE COMMENTS

1. City Council

   Mayor Bruggeman said the Juneteenth main events celebration will be held on June 20th at 6:00 p.m. at the Four States Fair Grounds amphitheater.

2. City Staff

   Staff had no administrative comments for council.

XI. CLOSED SESSION

The City Council convened into closed session pursuant to the following sections of the Texas Government Code: Section 551.071 (Consultation with Attorney) and Section 551.074 (Personnel Matters).

XII. RECONVENED INTO OPEN SESSION

XIII. ADJOURNMENT

A motion was made to adjourn the meeting.
(7:39 p.m.)

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

City of Texarkana, Texas

VI.3

Briefing Sheet

Department: Texarkana Regional Airport **Action Officer:**

Subject: Resolution No. 2026-106 approving the Texarkana Regional Airport Interim Executive Director to execute an FAA grant application for the ARFF vehicle procurement and additional equipment in an amount not to exceed $1,102,673 to be paid from an FAA grant and the Arkansas Division of Aeronautics.

Briefing: **Public Hearing:** **Council Vote:** 7/13/2026

Item Schedule:

Updates/History of Briefing:

Executive Summary and Background Information:

The Texarkana Regional Airport is seeking approval of an FAA grant application to be executed by the Interim Director for the ARFF vehicle procurement and additional equipment in an amount not to exceed $1,102,673.00 that is to be paid from an FAA grant and the Arkansas Division of Aeronautics.

Potential Options:

- APPROVE
- DENY

Fiscal Implications:

$0

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

RESOLUTION NO. 2026-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE TEXARKANA AIRPORT INTERIM EXECUTIVE DIRECTION TO EXECUTE AN FAA GRANT APPLICATION FOR THE ARFF VEHICLE PROCUREMENT AND ADDITIONAL EQUIPMENT IN AN AMOUNT NOT TO EXCEED $1,102,673, TO BE PAID FROM AN FAA GRANT AND THE ARKANSAS DIVISION OF AERONAUTICS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texarkana Regional Airport Authority was formed under Arkansas Code § 14-361-101 to be jointly owned by the cities of Texarkana AR and Texarkana TX; and

WHEREAS, the Airport Authority is entrusted with the power to operate, and regulate the airport; and

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

WHEREAS, the funds from the grants will replace an aging ARFF truck over 20 years old that continues to need costly repairs on a regular basis; and

WHEREAS, in addition to the ARFF vehicle, SBCAs, extractor tools and saws are needed to replace current outdated equipment over 20 years old; and

WHEREAS, the lowest responsive bid was submitted in the amount of $1,036,790 by Rosenbauer Minnesota LLC; and

WHEREAS, the project costs are anticipated to be funded as follows:

Anticipated Funding Source	Percent	Approximate Amount
FAA Grant	95%	$1,047,539.00
ADA Grant	5%	$55,134.00
Passenger Facility Charge (PFC) #	0%	$.00
Texarkana TX	0%	$.00
Texarkana AR	0%	$.00
	Total	**$1,102,673.00**

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

SECTION 1: The City Council approves the Texarkana Regional Airport Interim Executive Director to execute an FAA grant application for the ARFF vehicle procurement and additional

equipment in an amount not to exceed $1,102,673 to be paid from an FAA grant and the Arkansas Division of Aeronautics.

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

PASSED AND APPROVED in Regular Council Session on this the **13th day of July, 2026.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 052826B
RESOLUTION APPROVING AN FAA GRANT APPLICATION FOR ARFF VEHICLE PROCURMENT AND ADDITIONAL EQUIPMENT. FOR AN AMOUNT NOT TO EXCEED $1,102,673 TO BE PAID FROM AN FAA GRANT AND THE ARKANSAS DIVISION OF AERONAUTICS

WHEREAS, the Texarkana Regional Airport Authority was formed under Arkansas Code § 14-361-101 to be jointly owned by the cities of Texarkana AR and Texarkana TX; and

WHEREAS, the Airport Authority is entrusted with the power to operate, and regulate the airport; and

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

WHEREAS, the project will replace an aging ARFF truck over 20 years old that continues to need costly repairs on a regular basis; and,

WHEREAS, in addition to the ARFF vehicle, SBCAs, extractor tools and saws are needed to replace current outdated equipment over 20 years old; and,

WHEREAS, the lowest responsive bid was submitted in the amount of $1,036,790 by Rosenbauer; and,

WHEREAS, the project costs are anticipated to be funded as follows:

Anticipated Funding Source	Percent	Approximate Amount
FAA Grant	95%	$1,047,539.00
ADA Grant	5%	$55,134.00
Passenger Facility Charge (PFC) #	0%	$.00
Texarkana TX	0%	$.00
Texarkana AR	0%	$.00
	Total	**$1,102,673.00**

TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 052826B
RESOLUTION APPROVING AN FAA GRANT APPLICATION FOR ARFF VEHICLE PROCURMENT AND ADDITIONAL EQUIPMENT. FOR AN AMOUNT NOT TO EXCEED $1,102,673 TO BE PAID FROM AN FAA GRANT AND THE ARKANSAS DIVISION OF AERONAUTICS

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

SECTION 1. The Texarkana Regional Airport Authority (TRAA) may award up to the amount of $1,102,673 to procure a new ARFF vehicle and additional equipment

SECTION 2. That TRAA's Interim Executive Director, Russell Henderson, is hereby authorized to execute a contract with Rosenbauer, with the recommendation of TRAA's consultant, Garver. Contract execution is contingent upon FAA award concurrence, cities board approvals, and legal counsel review and approval.

Adopted this 28th day of May 2026

ATTEST

Russell Henderson Interim Director

SIGNED

Airport Authority Chair

City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☒	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☒	Foster Proactive Communication to the Community
	☒	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☒	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture
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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			

City of Texarkana, Texas

VI.4

Briefing Sheet

Department: Texarkana Regional Airport **Action Officer:**

Subject: Resolution No. 2026-105 approving the Texarkana Regional Airport Interim Executive Director to accept and approve the bid from Rosenbauer Minnesota, LLC for the ARFF vehicle procurement and additional equipment in an amount not to exceed $1,102,673 to be paid from an FAA grant and the Arkansas Division of Aeronautics.

Briefing: **Public Hearing:** **Council Vote:** 7/13/2026

Item Schedule:

Updates/History of Briefing:

Executive Summary and Background Information:

The Texarkana Regional Airport is seeking approval to accept and approve the bid from Rosenbauer Minnesota LLC for the ARFF vehicle procurement and additional equipment in an amount not to exceed $1,102,673.00 that is to be paid from an FAA grant and the Arkansas Division of Aeronautics.

Potential Options:

- APPROVE
- DENY

Fiscal Implications:

$0

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

RESOLUTION NO. 2026-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE TEXARKANA REGIONAL AIRPORT INTERIM EXECUTIVE DIRECTOR TO ACCEPT AND APPROVE THE BID FROM ROSENBAUER MINNESOTA, LLC FOR THE ARFF VEHICLE PROCUREMENT AND ADDITIONAL EQUIPMENT IN AN AMOUNT NOT TO EXCEED $1,102,673 TO BE PAID FROM AN FAA GRANT AND THE ARKANSAS DIVISION OF AERONAUTICS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texarkana Regional Airport Authority was formed under Arkansas Code § 14-361-101 to be jointly owned by the cities of Texarkana AR and Texarkana TX; and

WHEREAS, the Airport Authority is entrusted with the power to operate, and regulate the airport; and

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

WHEREAS, the project was publicly advertised for bids to prospective vendors and suppliers; and

WHEREAS, Garver LLC distributed plans and specifications to interested contractors; and

WHEREAS, two bids were received and publicly opened and evaluated and the lowest responsive bid was submitted in the amount of $1,036,790 by Rosenbauer Minnesota, LLC; and

WHEREAS, the project costs are anticipated to be funded as follows:

Anticipated Funding Source	Percent	Approximate Amount
FAA Grant	95%	$1,047,539.00
ADA Grant	5%	$55,134.00
Passenger Facility Charge (PFC) #	0%	$.00
Texarkana TX	0%	$.00
Texarkana AR	0%	$.00
	Total	**$1,102,673.00**

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

SECTION 1: The City Council approves the Texarkana Regional Airport Interim Executive Director to accept and approve the bid from Rosenbauer Minnesota LLC for the ARFF vehicle procurement and additional equipment in an amount not to exceed $1,102,673.00 that is to be paid from an FAA grant and the Arkansas Division of Aeronautics.

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

PASSED AND APPROVED in Regular Council Session on this the **13th day of July, 2026.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 052826A
RESOLUTION APPROVING BIDS FOR ARFF VEHICLE PROCURMENT AND ADDITIONAL EQUIPMENT. FOR AN AMOUNT OF $1,102,673 TO BE PAID FROM AN FAA GRANT AND THE ARKANSAS DIVISION OF AERONAUTICS

WHEREAS, the Texarkana Regional Airport Authority was formed under Arkansas Code § 14-361-101 to be jointly owned by the cities of Texarkana AR and Texarkana TX; and

WHEREAS, the Airport Authority is entrusted with the power to operate, and regulate the airport; and

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

WHEREAS, the project was publicly advertised for bids to prospective vendors and suppliers; and,

WHEREAS, Garver Engineers distributed plans and specifications to interested contractors; and,

WHEREAS, two bids were received and publicly opened and evaluated; and,

WHEREAS, the lowest responsive bid was submitted in the amount of $1,036,790 by Rosenbauer; and,

WHEREAS, the project costs are anticipated to be funded as follows:

Anticipated Funding Source	Percent	Approximate Amount
FAA Grant	95%	$1,047,539.00
ADA Grant	5%	$55,134.00
Passenger Facility Charge (PFC) #	0%	$.00
Texarkana TX	0%	$.00
Texarkana AR	0%	$.00
	Total	**$1,102,673.00**

TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 052826A
RESOLUTION APPROVING BIDS FOR ARFF VEHICLE PROCURMENT AND ADDITIONAL EQUIPMENT. FOR AN AMOUNT OF $1,102,673 TO BE PAID FROM AN FAA GRANT AND THE ARKANSAS DIVISION OF AERONAUTICS

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

SECTION 1. The Texarkana Regional Airport Authority (TRAA) may award up to the amount of $1,102,673 to procure a new ARFF vehicle and additional equipment

SECTION 2. That TRAA's Interim Executive Director, Russell Henderson, is hereby authorized to execute a contract with Rosenbauer, with the recommendation of TRAA's consultant, Garver. Contract execution is contingent upon FAA award concurrence, cities board approvals, and legal counsel review and approval.

Adopted this 28th day of May 2026

ATTEST

Russell Henderson

Russell Henderson Interim Director

SIGNED

Airport Authority Chair

4701 Northshore Drive
North Little Rock, AR 72118

TEL 501.376.3633
FAX 501.372.8042

www.GarverUSA.com

April 20, 2026

Russell Henderson
Interim Airport Director, Operations Manager
Texarkana Airport Authority
2600 TXK Boulevard
Texarkana, Arkansas 71854

Re: Texarkana Airport Authority
TXK Aircraft Rescue and Fire Fighting (ARFF) Vehicle
Recommendation of Award

Dear Mr. Henderson:

Bids were received for the TXK Aircraft Rescue and Fire Fighting (ARFF) Vehicle project at 2:00 PM on Thursday April 2, 2026. The bids have been checked for accuracy and for compliance with the contract documents.

A total of two (2) bids were received on the project. Rosenbauer Minnesota LLC submitted the recommended bid for the project in the amount of $1,075,670.00. OshKosh Airport Products was the second bidder in the amount of $1,149,104.00. The Engineer's Opinion of Probable Cost was $1,450,000.00.

After the bid opening, we negotiated with the low bidder to remove all sales tax from the low bidder's bid. Per Addendum No. 3, the sales tax was estimated at 3.75%. This resulted in a negotiated bid amount of $1,036,790.

We believe that the bid submitted by Rosenbauer Minnesota LLC represents a good value for the Texarkana Airport Authority. Contingent upon airport authority and approval of the FAA grant, we recommend that the equipment procure contract for the Aircraft Rescue and Fire Fighting (ARFF) vehicle be awarded to Rosenbauer Minnesota LLC in the amount of $1,036,790.

Please call me if you have any questions.

Sincerely,

GARVER

Jordan Culver, PE
Project Manager

00 22 13 BIDDER'S CHECKLIST OF REQUIRED ITEMS

This Bidder's Checklist is provided to ensure all required forms are completed and returned as part of the Bid submission. All forms must be included as indicated for a Bid to be considered a complete, responsive Bid. Appropriate signatures and date are required on each document. If an item is missing, the Bid may be declared unresponsive and therefore rejected as further set forth in the Instructions to Bidders. **This sheet will serve as the cover sheet for the Bid submission.**

	Completed*	Spec. Section
Acknowledgement of All Addenda	☒	00 41 00
Bid contains the following forms:		
1. Bid Form/Proposal (*with attachments as specified*)	☒	00 41 00
2. Bid Bond	☒	00 43 13
3. Bidder Certifications	☒	00 45 46
*Check when filled out, signed, and included with submission of bid packet.		

Within fifteen (15) days after Notice of Award:
Bidder acknowledges that within fifteen (15) days after Notice of Award, Successful Contractor is required to complete the following before execution and award of the Contract:

1. Section 00 52 00, Agreement (all pages and supporting documents)
2. Section 00 61 13, Performance Bond
3. Section 00 61 16, Payment Bond
4. Completed Certificates of Insurance
5. Buy American Waiver Questionnaire *(If Applicable)*
6. Buy American Waiver Worksheet *(If Applicable)*

Prior to Notice to Proceed (Awarded Seller):

1. Delivery Schedule - before preliminary conference

Texarkana Regional Airport–Webb Field
Aircraft Rescue and Fire Fighting (ARFF) Vehicle

Seal (if incorporated)

Bidder Name: **Rosenbauer Minnesota, LLC**

Address: **5181 260th Street**

City, State, Zip Code: **Wyoming, Minnesota 55092**

Contractor Number: **Not Applicable**

Contact Name: **Ron Krusleski**

Title: **ARFF Western Regional Sales Manager**

Contact Number: **651-462-1000 (office) 651-416-8481 (cell)**

Contact Email: **rkrusleski@rosenbaueramerica.com**

Signature of Authorized Agent for Bidder: Dawn Osborn **Dawn Osborn, CPO**

Date: **March 31, 2026**

00 41 00 - BID FORM FOR PROCUREMENT CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—BUYER AND BIDDER

1.01 This Bid is submitted to:

Texarkana Airport Authority

2600 TXK Blvd

Texarkana, Arkansas 71854

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Contract with Buyer in the form included in the Procurement Bidding Documents, and to furnish the Goods and Special Services as specified or indicated in the Procurement Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Procurement Bidding Documents.

ARTICLE 2—BASIS OF BID

2.01 *Lump Sum Bids*

A. Bidder will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the following Procurement Contract Price(s):

1. Lump Sum Bid Price (single Lump Sum)

1,500 GALLON AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) VEHICLE	$ **1,075,670.00**

(Lump Sum Bid Price listed above inclusive of estimated 3.75% Sales Tax, per addendum 3)

ARTICLE 3—TIME OF COMPLETION

3.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule of Procurement Contract Times set forth in Article 2 of the Procurement Agreement.

3.02 Bidder accepts the provisions of the Procurement Agreement as to liquidated damages.

ARTICLE 4—ATTACHMENTS TO THIS BID

4.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form prescribed in the Instructions to Bidders.

B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.

C. Equipment Data Sheets.

ARTICLE 5—BIDDER'S ACKNOWLEDGMENTS

5.01 Bidder accepts all terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Buyer.

5.02 Bidder has examined and carefully studied the Procurement Bidding Documents, the related data identified in the Procurement Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
1	March 20, 2026
2	March 27, 2026
3	March 30, 2026

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents that:

1. Bidder has examined and carefully studied the Procurement Contract Documents.

2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Bidder's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.

3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.

4. Bidder has carefully studied, considered, and correlated the information known to Bidder with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.

5. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.

6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.

7. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bidding Requirements, that without exception the Bid (including all Bid prices) is premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

6.02 *Bidder's Certifications*

A. Bidder certifies that:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Procurement Contract. For the purposes of this Paragraph 6.02.A.4:

a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

Texarkana Regional Airport–Webb Field
Aircraft Rescue and Fire Fighting (ARFF) Vehicle

This Bid is offered by:

Bidder:

Rosenbauer Minnesota, LLC
(typed or printed name of organization)

By: Dawn Osborn
(individual's signature)

Date: **March 31, 2026**
(date signed)

Name: **Dawn Osborn**
(typed or printed)

Title: **Chief Process Officer, CPO**
(typed or printed)

(If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Sven Lindenfelser
(individual's signature)

Title: **Sven Lindenfelser, Chief Operating Officer (COO)**
(typed or printed)

Address for giving notices:

5181 260th Street
Wyoming, Minnesota 55092

Designated Representative:

Name: **Ron Krusleski**
(typed or printed)

Title: **ARFF Western Regional Sales Manager**
(typed or printed)

Address:

5181 260th Street
Wyoming, Minnesota 55092

Phone: **651-462-1000**

Email: **rkrusleski@rosenbaueramerica.com**

License No.: **DLR22430**

Classification: **Small Business**

Limitation: **N/A**

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TEXARKANA AIRPORT AUTHORITY
AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) VEHICLE
FAA PROJECT NO: 3-05-0062-066-2026

PROPOSAL SUPPORT DOCUMENTS
BIDDER QUALIFICATION & SUPPLEMENTAL DOCUMENTATION

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AUTHORIZATION TO SIGN

ROSENBAUER MINNESOTA, LLC

OFFICER OF COMPANY

TEXARKANA AIRPORT AUTHORITY
2600 TXK BLVD
TEXARKANA, ARKANSAS 71854

RE: AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) VEHICLE
FAA PROJECT NO: 3-05-0062-066-2026

A written action of the Supervisory Board of Rosenbauer America, LLC was issued effective November 1, 2025, appointing the following Officers of Rosenbauer America, LLC and its subsidiaries:

NAME	OFFICE
Sven Lindenfelser	Interim President / Chief Operating Officer/COO
Jay Johnson	Chief Sales Officer / CSO
Robert Diem	Chief Financial Officer /CFO
Dawn Osborn	Chief Process Officer / CPO

Specific information regarding the appointment of Officers for Rosenbauer Minnesota, LLC is detailed on page 3 of the attached document.

Should you have any questions regarding the above information, feel free to contact our office.

Bidder: Rosenbauer Minnesota, LLC

Attachments Enclosed

Contact

ROSENBAUER SOUTH DAKOTA, LLC
100 THIRD STREET
LYONS, SOUTH DAKOTA 57041
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.
5181 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER MOTORS, LLC.
5181 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER AERIALS, LLC.
870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622

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WRITTEN ACTION OF THE SUPERVISORY BOARD

ROSENBAUER AMERICA, LLC
IN LIEU OF A SPECIAL MEETING AND
WAIVER OF NOTICE OF A SPECIAL MEETING

Effective November 1, 2025

The undersigned, being all of the members of the Supervisory Board (the "Supervisory Board") of Rosenbauer America, LLC, a Delaware limited liability company ("RBA" or the "Company"), which is the sole member of each of (a) Rosenbauer South Dakota, LLC, a Delaware limited liability company ("RSD"), (b) Rosenbauer Minnesota, LLC, a Delaware limited liability company ("RMN"), and (c) Rosenbauer Motors, LLC, a Delaware limited liability company ("RBM"), and a 50% owner of Rosenbauer Aerials, LLC, a Delaware limited liability company ("RNE"), in accordance with the laws of the State of Delaware and pursuant to the Second Amended and Restated Operating Agreement of the Company dated as of December 4, 2023 (the "Operating Agreement"), do hereby consent to, approve and adopt the following resolutions:

Appointment of Executive Board Members of RBA

WHEREAS, the Supervisory Board acknowledges the resignation of Thomas Ruschitzka effective as of October 31, 2025 from all positions with the Company, RSD, RMN, RBM and RNE, including on the Executive Board of the Company.

WHEREAS, the Supervisory Board wishes to appoint Dawn Osborn as the replacement for Thomas Ruschitzka on the Executive Board, effective from and after November 1, 2025.

NOW, THEREFORE, BE IT RESOLVED, the Supervisory Board acknowledges the resignation of Thomas Ruschitzka effective as of October 31, 2025 from all positions with the Company, RSD, RMN, RBM and RNE, including on the Executive Board of the Company;

BE IT FURTHER RESOLVED, that the Supervisory Board does hereby confirm the appointment of Dawn Osborn as a replacement for Thomas Ruschitzka on the Executive Board of the Company and hereby reconfirms that the members of the Executive Board consists of the following persons, to serve until their successor(s) have been duly elected and qualified, or until their earlier death, resignation or removal:

Name	Office
Sven Lindenfelser	Interim President / Chief Operating Officer / COO
Jay Johnson	Chief Sales Officer / CSO

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Robert Diem	Chief Financial Officer / CFO
Dawn Osborn	Chief Process Officer / CPO

Appointment of Officers – RBA

WHEREAS, RBA requires officers to manage the daily affairs of RBA.

WHEREAS, the Supervisory Board, wishes to confirm that the following individuals shall hold the offices of RBA set forth opposite their names, to serve until their respective successors have been duly elected and qualified, or until their earlier death, resignation or removal.

NOW, THEREFORE, BE IT RESOLVED, that the following persons are elected and appointed to the offices of RBA set forth below opposite their names, to serve until their successor(s) have been duly elected and qualified, or until their earlier death, resignation or removal:

Name	Office
Sven Lindenfelser	Interim President / Chief Operating Officer / COO
Jay Johnson	Chief Sales Officer / CSO
Robert Diem	Chief Financial Officer / CFO
Dawn Osborn	Chief Process Officer / CPO

Appointment of Officers – RSD

WHEREAS, RSD requires officers to manage the daily affairs of RSD.

WHEREAS, RBA, as the sole member of RSD, wishes to confirm that the following individuals shall hold the offices of RSD set forth opposite their names, to serve until their respective successors have been duly elected and qualified, or until their earlier death, resignation or removal.

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NOW, THEREFORE, BE IT RESOLVED, that the following persons are elected and appointed to the offices of RSD set forth below opposite their names, to serve until their successor(s) have been duly elected and qualified, or until their earlier death, resignation or removal:

Name	Office
Sven Lindenfelser	Interim President / Chief Operating Officer / COO
Jay Johnson	Chief Sales Officer / CSO
Robert Diem	Chief Financial Officer / CFO
Dawn Osborn	Chief Process Officer / CPO

Appointment of Officers – RMN

WHEREAS, RMN requires officers to manage the daily affairs of RMN.

WHEREAS, RBA, as the sole member of RMN, wishes to confirm that the following individuals shall hold the offices of RMN set forth opposite their names, to serve until their respective successors have been duly elected and qualified, or until their earlier death, resignation or removal.

NOW, THEREFORE, BE IT RESOLVED, that the following persons are elected and appointed to the offices of RMN set forth below opposite their names, to serve until their successor(s) have been duly elected and qualified, or until their earlier death, resignation or removal:

Name	Office
Sven Lindenfelser	Interim President / Chief Operating Officer / COO
Jay Johnson	Chief Sales Officer / CSO
Robert Diem	Chief Financial Officer / CFO
Dawn Osborn	Chief Process Officer / CPO

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Appointment of Officers – RBM

WHEREAS, RBM requires officers to manage the daily affairs of RBM.

WHEREAS, RBA, as the sole member of RBM, wishes to confirm that the following individuals shall hold the offices of RBM set forth opposite their names, to serve until their respective successors have been duly elected and qualified, or until their earlier death, resignation or removal.

NOW, THEREFORE, BE IT RESOLVED, that the following persons are elected and appointed to the offices of RBM set forth below opposite their names, to serve until their successor(s) have been duly elected and qualified, or until their earlier death, resignation or removal:

Name	Office
Sven Lindenfelser	Interim President / Chief Operating Officer / COO
Jay Johnson	Chief Sales Officer / CSO
Robert Diem	Chief Financial Officer / CFO
Dawn Osborn	Chief Process Officer / CPO

Appointment of Members of Management Board – RNE

WHEREAS, pursuant to Section 7.02 of the Third Amended and Restated Operating Agreement of Rosenbauer Aerials, LLC dated January 7, 2021, the Company has the right to designate two of the four members of the Management Board of RNE.

WHEREAS, the Supervisory Board wishes to appoint a replacement manager to take the place of Thomas Ruschitzka, from and after the effectiveness of his resignation on October 31, 2025, to serve until his successor has been duly elected and qualified, or until his earlier death, resignation or removal.

NOW, THEREFORE, BE IT RESOLVED, that Sven Lindenfelser is hereby elected and appointed to as a member of the Management Board of RNE, to serve until his successor has been duly elected and qualified, or until his earlier death, resignation or removal.

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General Resolutions

FURTHER RESOLVED, that any and all actions previously taken by any officers and managers of the Company (the "Authorized Persons", and each individually, an "Authorized Person") on behalf of the Company in furtherance of the purpose and intent of any or all of the foregoing resolutions be, and each hereby is, ratified, confirmed, adopted and approved in all respects as the duly authorized act of the Company;

FURTHER RESOLVED, that any Authorized Person be, and each hereby is, authorized and directed, in the name and on behalf of the Company to take any and all such further actions, to execute, deliver and perform any and all such further agreements, documents, certificates, instruments, affidavits, approvals and consents, if any, or undertakings of any kind and nature whatsoever to evidence the foregoing resolutions or any other necessary corporate action, and any Authorized Person is authorized from time to time to execute modifications, renewals, extensions and/or amendments, respectively, of the foregoing resolutions, if and as applicable, and to make any and all such filings, to see any and all such approvals and to pay any and all such costs and expenses as in his or her judgment may be necessary, appropriate or advisable in order to carry out the purpose and intent of any or all of the foregoing resolutions and to effectuate the transactions authorized thereby;

FURTHER RESOLVED, that this Written Action may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument; and

FURTHER RESOLVED, that the signatures pages to this Written Action may be delivered via electronic mail (including .PDF or any other electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any signature so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

* * * * *

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IN WITNESS WHEREOF, the undersigned, being all of the members of the Supervisory Board of Rosenbauer America, LLC have executed this Written Action as of the date first written above.

ROSENBAUER AMERICA, LLC

By: Signed by: Robert Ottel CA46E2C2428A49D...
Its: Supervisory Board Member
Robert Ottel

By: DocuSigned by: BCF4873FCEDB413...
Its: Supervisory Board Member
Andreas Zeller

By: Signed by: Thomas Biringer 2E66DB8B867F46D...
Its: Supervisory Board Member
Thomas Biringer

EVIDENCE OF COMPETENCY

STATEMENT OF CAPABILITIES

Rosenbauer International

Founded by Johann Rosenbauer in 1866 as a trading company for fire department loose equipment, Rosenbauer has developed into a worldwide group and global player in the firefighting industry.

The Rosenbauer Group is one of the world's largest manufacturers of fire fighting vehicles. Rosenbauer offers a complete line of products for the firefighting industry, including a wide range of municipal fire fighting vehicles and aerials built to both European and US standards (NFPA), as well as an extensive series of Aircraft Rescue Fire Fighting vehicles (ARFF) industrial fire fighting vehicles and advanced firefighting components and safety equipment.

The Rosenbauer group is one of the strongest sales and distribution organizations for fire protection and civil defense solutions. With its worldwide sales and customer service network, Rosenbauer has a permanent presence in more than 100 countries. Rosenbauer supplies its products to all target groups including professional and volunteer fire departments along with military, industrial and airport fire departments.

The group's technological leadership is defined by a tradition of innovational strength and by a system of institutionalized design management. Its central know-how lies in complex, custom-built firefighting systems and vehicles. All the processes needed in this connection are united under one roof including design and production of all firefighting systems, fire engineering superstructures well as electronic and pneumatic control of the overall system.

At the group's ten production facilities and seven sales companies, its workforce of around 2,000 generates revenues of over $733 million dollars annually.

Rosenbauer America, LLC

Rosenbauer Minnesota, LLC (a division of Rosenbauer America, LLC) was established in 1929. Since that time the Company has continued a proud tradition of quality and innovation at its modern facilities in Wyoming, Minnesota. This tradition was firmly established in 1950 when General Safety's production work for military bases received the U.S. Army-Navy's E Award, the highest recognition given to civilian companies at that time.

Over the course of the next four decades, the company's reputation continued to grow. Rosenbauer Minnesota is now producing pumpers, aerials, airport fire fighting vehicles and industrial units. Rosenbauer Minnesota is regarded as one of America's leading providers of finely crafted, customized fire apparatus.

Rosenbauer Minnesota has been producing the Panther ARFF vehicle in its Wyoming production facility since 2001 with units produced, delivered and in service in the US and the western hemisphere. Worldwide there are over 2000 Panther units in service produced by the US division in conjunction with our Austrian production facility located in Leonding, Austria.

Of all of our accomplishments, the one we are most proud of is the close relationship maintained with our customers. We have many customers who have been using our apparatus exclusively for over 50 years. In fact, over 80% of our orders come from "repeat" customers.

Contact

ROSENBAUER SOUTH DAKOTA, LLC
100 THIRD STREET
LYONS, SOUTH DAKOTA 57041
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.
5181 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER MOTORS, LLC.
5181 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER AERIALS, LLC.
870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622

EVIDENCE OF COMPETENCY

STATEMENT OF CAPABILITIES

Rosenbauer South Dakota, LLC (a division of Rosenbauer America, LLC) was established in 1977. In 1982, Central States Fire Apparatus, located in Lyons, South Dakota, was incorporated and delivered its first “Class A” U.L. rated pumper in 1983. The first units were designed to be built easily and economically using standard size materials whenever possible. This design criterion was essential in the early times due to lack of sophisticated fabrication equipment. Even with the computerized design capability and computerized fabrication equipment at Rosenbauer South Dakota today, this design theory of simple, durable, easy to produce units hold true. Rosenbauer South Dakota offers a full line of products including pumpers, tankers, aerials, and rescue units that are economical to purchase and yet give years of reliable service.

In the 1990’s executives at the South Dakota Division and the Minnesota Division saw a changing business environment, one where technological improvement has the potential to significantly increase the efficiency, safety and performance of fire-fighting vehicles. At the same time, Rosenbauer International was looking to the U.S. for partners to further its global growth. Together, the three companies formed Rosenbauer America, an enterprise with a combined history of more than 200 years in the fire apparatus field. Their complementary technology, design manufacturing and financial resources give them strength, with a basis in the U.S. for exporting U.S. designed apparatus. Together, Rosenbauer America can offer worldwide, firefighting technology.

Rosenbauer has production and design capacities that can meet the demanding schedules anticipated in a project such as this. Because of our in-house design, production capabilities and access to a worldwide support network, Rosenbauer is uniquely positioned to not only produce but provide worldwide service and support capabilities to meet the requirements of this bid.

Worldwide After Sales Service and Support

Because of the global reach of Rosenbauer, we are able to support our vehicles even in the most remote places around the globe. Our Austrian and American factories stock and maintain parts with a 15-year timeline on availability that will meet the life cycle requirements of the vehicle. We have available factory trained EVT certified technicians able to respond within 24 hours to even the most remote locations. Our extensive dealer network also employs factory trained technicians able to respond and keep vehicles online and in service.

After sales support and service are key ingredients required by ARFF vehicles in the field and Rosenbauer’s size and global positioning are designed to provide maximum support and service. We offer training to customers’ mechanical staff, extensive parts manuals and diagrams, and access to trained technicians 24 hours a day.



WORLDWIDE SERVICE

of ROSENBAUER

Contact

ROSENBAUER SOUTH DAKOTA, LLC
100 THIRD STREET
LYONS, SOUTH DAKOTA 57041
P: 605.543.5591

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5181 260TH STREET
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870 SOUTH BROAD STREET
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EVIDENCE OF COMPETENCY

STATEMENT OF CAPABILITIES

Manufacturing Capabilities

Current Capacity of Existing Facilities in Minnesota:

- Square footage of existing owned and leased production facilities in Minnesota: 234,000 square feet
- Interior storage facilities available for inventory: 15,000 square feet
- Designated fenced in outside storage area: 188,825 feet
- Number of ARFF units produced in 2024: 24 units
- Number of ARFF units produced in 2025: 26 units

List of Equipment for use in manufacturing at Rosenbauer Minnesota:

- Approximate Number of similar units capable of being produced in existing facilities: 300 units
- TIG & MIG Welding Machines
- 5000 Watt Laser Cutting machine w/6’ x 12’ sheet capacity
- 130 kilowatt High Definition Plasma cutting machine w/6’ x 20’ sheet capacity
- 400 ton Brake Press & 225 ton Brake Press
- 80 ton Brake Press
- 8’ and 12’ hydraulic shears
- (6) over head cranes ranging from 1 ton to 4 ton capacity
- Multiple laptop computers with engine, transmission, brake system, software programming and diagnostic tools.
- 40,000 gallon, 4 tank, indoor fire pump testing facility
- 25,000 gallon, single tank, outdoor pump testing station.
- 2 – overhead cranes, 2 ton and a 5 ton
- A/C charging equipment
- Axle alignment equipment

Key Personnel

- RJ Jones, Director of Federal Government & ARFF Sales N.A.
- Ron Krusleski, ARFF Western Regional Sales Manager
- Tony Klanderud, ARFF Sales Manager
- Aksel Fjerstad, ARFF Engineering

Contact

ROSENBAUER SOUTH DAKOTA, LLC
100 THIRD STREET
LYONS, SOUTH DAKOTA 57041
P: 605.543.5591

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P: 402.721.7622

ROSENBAUER MINNESOTA

AUTHORITY TO DO BUSINESS IN LOCALITY

BUSINESS LICENSE

TEXARKANA AIRPORT AUTHORITY
2600 TXK BLVD
TEXARKANA, ARKANSAS 71854

RE: AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) VEHICLE
FAA PROJECT NO: 3-05-0062-066-2026

In the event a license to do business in the State of Arkansas is contractually required by the Texarkana Airport Authority relevant to the supply of Aircraft Rescue and Fire Fighting (ARFF) Vehicles, Rosenbauer Minnesota, LLC will obtain such a license.

Rosenbauer Minnesota, LLC manufacturers our ARFF Vehicles in the State of Minnesota, and is licensed by the State of Minnesota. A copy of our Minnesota License #DLR22430 will be provided upon request.

Bidder: Rosenbauer Minnesota, LLC

Contact

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100 THIRD STREET
LYONS, SOUTH DAKOTA 57041
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870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622

PANTHER 4X4

ROSENBAUER AIRCRAFT RESCUE AND FIRE FIGHTING VEHICLE "CLASS 4"

SPECIFICATION PREPARED FOR

TEXARKANA
REGIONAL AIRPORT

TEXARKANA REGIONAL AIRPORT

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DEFINITIONS

The intent of these specifications is to describe the requirements necessary to supply a well-designed, self-contained, properly engineered diesel-powered Aircraft Rescue and Fire Fighting (ARFF) vehicle. The unit shall be new and unused.

The ARFF vehicle shall consist of a crew cab on a 4x4, custom chassis with single tires. It is to be all-wheel drive, single engine-diesel powered, with an automatic transmission.

The fire-fighting package shall include a water tank with a minimum capacity of 1598 gallons (6050 liters) and a liquid foam agent concentrate tank with a working capacity sufficient for two tank loads of water at the maximum tolerance specified in NFPA 414.

The unit shall contain all component parts necessary for a water/foam proportioning system capable of expelling agent through a cab-controlled roof turret, a bumper turret, gated discharge(s), twin agent hand line and pre-connected handline(s) as detailed hereafter in these specifications.

The vehicle shall also be equipped with an auxiliary agent system. The system shall be operable from the cab and exterior of the vehicle.

Discharges shall meet all current applicable discharge rate requirements of FAA Advisory Circular #150-5220-10E and NFPA 414 standards in effect at time of bid.

This apparatus shall be equipped with various other components as called for in these specifications.

During the construction of the vehicle, Rosenbauer reserves the right to make running production changes if the changes enhance the safety, operation and maintenance of the vehicle.

USB STORAGE

For ease of service the chassis shall come with an on-board USB flash drive. The flash drive shall have a minimum of 8 GB of storage capacity; and shall be located in the dash panel.

The following items shall be stored on the Flash Drive.

- As built wiring diagrams
- Chassis, body and HRET manuals when applicable.

The USB shall be accessible through a USB-A to USB-B cable.

FAMILIARIZATION GUIDE

Rosenbauer shall provide a customized printed hard copy familiarization guide for each fire personnel specific to the purchaser's vehicle which will include the following:

- Safety Information
- Vehicle Information
- Familiarization Vehicle External Components
- Driver Cab Controls – Overview
- Transmission
- Center Console Controls
- Pump system
- Auxiliary agent System
- Electrical System
- Preparations for use
- Starting Procedures
- Pre-Start Checks, Jacking, Trailering, & Roll Up Door Maintenance

WATER FOAM AGENT APPLICATORS

Per the FAA circular and NFPA 414

Each water/foam agent handline shall be capable of delivering a finished foam solution that meets the applicable rate, range, and pattern standards of Table 4, Performance Parameters 3 or 4.

Each water/foam agent handline shall deliver finished foam of a quality that meets the applicable standards of Table 4.

Each water/foam agent turret shall be capable of delivering a finished foam solution that meets the applicable rate, range, and pattern standards of Table 4, Performance Parameters 5 or 6, as applicable.

Each water/foam agent turret shall deliver a finished foam of a quality that meets the applicable standards of Table 4.

All water/foam applicator performance requirements are based on the assumption that foam used to perform the tests is an approved foam concentrate; e.g., will pass the military AFFF foam specification 50 ft^2 fire test and the burn back resistance test.

QUALITY ASSURANCE

Rosenbauer will fully comply with all items regarding quality assurance, test and technical service and training as defined in NFPA 414.

DELIVERY

The completed vehicle shall be delivered by flatbed truck to a location designated by the customer. After delivery, Rosenbauer shall supply a qualified technician to inspect the

vehicle, perform any final adjustments to the vehicle and make the vehicle ready for service.

VEHICLE FAMILIARIZATION

Rosenbauer shall provide a qualified technician after delivery and acceptance by the purchaser acquaint fire department personnel in the proper use and application of the ARFF unit as necessary to accommodate staffing

Familiarization for fire fighters shall consist of the following:

- Classroom instruction on proper operation and maintenance of this ARFF vehicle to include visual inspection of vehicle, indicating various controls and instruction in proper operation of the unit.
- Actual operation/driving of the ARFF vehicle to include instructions in proper driving of the vehicle, foam and water discharge, pump operation, and familiarity with all necessary firefighting functions.
- Familiarization will include the use of computer aided programs, manuals and hands-on familiarization.
- Rosenbauer will provide familiarization for department maintenance personnel on the vehicles major systems and lubrication points.

BASE VEHICLE WARRANTY

Rosenbauer shall provide a one (1) year bumper to bumper warranty on the vehicle.

A warranty statement shall be provided that will include the following as a minimum:

- Manufacturer's obligations
- Duration of warranty period for vehicle, engine, transmission, and water/foam tanks
- Warranty procedure
- Disclaimers

Rosenbauer shall support the vehicle with factory trained technicians to perform warranty repairs during the warranty period.

ENGINE WARRANTY

The engine shall be covered by a two (2) year. Warranty details shall be provided with the bid submission.

TRANSMISSION WARRANTY

The transmission shall be covered by a two (2) year warranty. Warranty details shall be provided with the bid submission.

WATER PUMP WARRANTY

The water pump shall be covered by a five (5) year warranty. Warranty details shall be provided with the bid submission.

WATER TANK WARRANTY

The water tank shall be covered by a lifetime warranty. Warranty details shall be provided with the bid submission.

PAINT WARRANTY

A five (5) year paint warranty shall be provided for all portions of the apparatus that have been painted. Warranty details shall be provided with the bid submission.

VEHICLE TESTING

The vehicle shall be tested in accordance with NFPA 1900 and FAA 5220-10F.
A final report of the vehicle testing, and certification shall be provided to the end user for their records.

Unit shall comply with all requirements of FAA Advisory Circular #150-5220-10F and NFPA 1900 standards in effect at time of bid.

PAINTING

The vehicle will be painted/striped in accordance with the FAA AC and shall include the following:

A coating of epoxy sealer shall be applied with a minimum of 1.0 mil dry film build. The epoxy sealer allows for maximum adhesion to the body material. A color coating of Urethane Paint Direct Gloss with Catalyst shall be applied with a minimum of 2.0 mil dry film build. The catalyst provides a base level UV barrier to prevent fading and chalking.

PAINTING

The vehicle will be painted/striped in accordance with the FAA AC and shall include the following:

Cab:	per the FAA specification (lime yellow)
Frame:	black
Superstructure:	FAA specification (lime yellow)
Front angle of approach:	Combination black and FAA (lime yellow)

A coating of epoxy sealer shall be applied with a minimum of 1.0 mil dry film build. The epoxy sealer allows for maximum adhesion to the body material. A color coating of

Urethane Paint Direct Gloss with Catalyst shall be applied with a minimum of 2.0 mil dry film build. The catalyst provides a base level UV barrier to prevent fading and chalking.

Cab - PPG 9300 Black "A" pillars
Rear engine mod face job color
Black gloss front under ride parts textured
Interior cab - gray texture
Angle of departure to be job color
Black frame

UNDERCOATING

The wheel well areas of the cab and body shall be sprayed with an automotive undercoating.

WHEEL PAINT

The chassis wheels shall be painted black in color.

LETTERING

Single color reflective lettering and numerals shall be applied per customer direction and sized appropriately to the vehicle design as space allows. Lettering details shall be discussed and designed during pre-construction.

The customer shall provide to the manufacturer the approved airport/ARFF department emblem for installation by the manufacturer's graphic specialists. The manufacturer shall advise the customer when the graphics should be delivered to them for installation so there is no delay in prepping the apparatus for final inspection/delivery.

ROOF NUMBER

An unpainted aluminum plate shall be provided on the roof of the cab for placement of the vehicle identification number and shall also serve as the mount for radio antenna's if required.
The identification number shall be reflective, and color shall be determined by the Customer.

STRIPING

An 8" reflective stripe shall be applied to the perimeter of the vehicle to meet the requirements as outlined in the FAA Advisory Circular #150-5220-10E. Striping information shall be discussed and designed during pre-construction.

Install Panther logo on vehicle per rendering.

PERFORMANCE

The design objective for the vehicle and the fire extinguishing system shall be performance in accordance with FAA Advisory Circular.

Rosenbauer shall provide a data plate.
This data plate shall be installed in the cab of the vehicle and visible to the operator.

Acceleration from 0-50 mph (0-80 kph):	Less than 25 seconds
Top speed:	Approximately 70 mph (112 kph)
Braking from 60-0 mph (96-0 kph):	Less than 235 feet (71.5 meters)
Side Slope Stability:	30° (58% grade)
Pump & Roll Discharge On Slope:	21.8° (40%)
Steering Max Cramp Stability:	12° (20%)
Dynamic Balance:	22 mph (min)
Pump performance:	Up to 2100 GPM (8000 LPM)

ENVIRONMENTAL

The vehicle shall be capable of withstanding the following conditions without detrimental effect to subsequent operation of the vehicle or any of the fire extinguishing systems:

- Dust particles, as encountered in desert areas.
- The corrosive effects of salt fog.
- Material decay from fungus and mildew.
- Relative humidity up to 100 percent, as well as wind driven snow, sleet, rain, and vehicle self-splashing of water.

GRADABILITY

The vehicle shall be able to ascend a 50-percent grade in its fully loaded condition.

OPERATIONAL RANGE

The fully loaded vehicle shall be able to:

Operate continuously for 30 miles (48 km) at speeds up to 55 mph (88 kph). The test route shall include agricultural lands, paved and unpaved roads, and grades typical of those encountered at the airport.

Negotiate pooled water to a depth of 2 inches (50 mm) for a distance of at least 150 feet (45 meters) at a speed of at least 40 mph (65 kph) without engine flooding/stalling, loss of directional control, loss of braking, or electrical system(s) shorting.

Operate for 10 minutes on dry, paved roadway at not more than 2 mph (3.2 kph) at an engine speed that does not result in rough, irregular operation.

Ascend a dry, paved incline having an 8- percent grade for a distance of 0.25 mile (0.4 km) at a speed of not less than 20 mph (32 kph).

Negotiate (J Turn) a 90°, 150-foot (45 meter) radius turn at 30 mph (48 kph) on smooth, dry, level pavement without loss of directional control or stability.

TOP SPEED

The vehicle shall be able to consistently reach a top speed of 70 mph (112 kph) and maintain a constant speed of at least 60 mph (96 kph) on typical paved, level (grades of less than 1 percent) highway surfaces for a minimum distance of 20 miles (32 km) without showing overheat symptoms in any portion of the cooling system or power train.

FLEXIBILITY

The design objective for the vehicle frame, suspension, and mounting of major components shall be to provide the capability for diagonally opposite wheel motion up to 14 inches (355 mm) above the ground without raising the remaining wheels from the ground or causing interference or parts failure. The vehicle is designed in such a way as to exceed this requirement. The upper motion of the vehicle suspension is such that it will travel a minimum of 7 inches (177 millimeters) in an upward fashion and exceed the lower travel limit of seven inches in such a way to maintain tractability and prevent “hanging” of the suspension when conditions exceed this parameter.

MAINTAINABILITY

The vehicle design shall be such that it:

Uses the fewest number of different parts consistent with the specified performance.

Permits maintenance with commercially available, general purpose mechanic tools and equipment. Rosenbauer shall provide and document in the maintenance manual introduction any special or nonstandard tools required, and any unique test equipment required to perform operator/owner maintenance and service.

Limits the number of tools and the variety of spare parts required for maintenance by such design practices as reducing the variety of bolt sizes, light bulb sizes, wire gauges, tubing, and pipe sizes as consistent with safety and performance requirements.

The vehicle shall utilize disconnect plugs, receptacles, junction boxes, bus bars, multiple-line connectors in the electrical systems, and readily detachable fittings in hydraulic and pneumatic systems, as applicable. All disconnect points shall be clearly

labeled. All hydraulic and pneumatic lines and electrical wires shall be color, function, or number coded.

As applicable pilots, guides, slides, carriages, or other features shall be utilized if it adds to the ease of removal and installation or attachment of components.

The vehicle shall use a fastener system that is easily disassembled and reassembled for all cabinets and bodywork that must be removed for access for maintenance and removal of components for repair or replacement. Uses fasteners not limited to brackets, nuts, bolts, washers, screws, and rivets of stainless steel or other materials resistant to corrosion.

Locates drains, filler plugs, grease fittings, hydraulic line-bleeders, and checkpoints so that they are readily accessible and do not require special tools for proper servicing.

The vehicle shall be designed and constructed so that the installation of each major subsystem or critical part can only be in its proper operating position.

Provides accessible connections, where needed, to attach troubleshooting, analytical, and diagnostic equipment to appropriate vehicle subsystems.

Operates with standard commercial lubricants. Grease and oil seals shall be of a design and located to provide accessibility for inspection, servicing, and replacement. Access to lubrication points shall be provided by means of an easy opening door or hinged panel. Lubrication fittings shall be located in accessible, protected positions. Parts or assemblies that are not readily accessible for direct lubrication or are likely to be overlooked because of inaccessibility shall have extended fittings. A safety chain shall attach filler caps to lubrication fill points where practical.

LUBRICATION

The engine and transmission shall operate efficiently and without detrimental effect to any drive train components when lubricated with standard, commercially available lubricants in accordance with the recommendations of the engine and transmission manufacturers.

The engine oil and transmission fluid filters shall be of the full-flow type with a replaceable spin-on element.

All moving parts requiring lubrication shall have a means of providing for such lubrication. There shall be no pressure lubrication fittings where their normal use would damage grease seals or other parts.

The vehicle shall be serviced prior to delivery with lubricants, brake and hydraulic fluids, and a cooling system fluid suitable for use in the temperature range expected at the airport.

COMPONENT PROTECTION

All oil, hydraulic, air, water, foam concentrate, and electrical system conduits, tubing, and hoses shall be located in protected positions. They shall be secured to the frame or body structure and, except where a through-frame connector is necessary, shall be fitted with protective looms or grommets at each point where these items pass through panels or structural members.

All radiator grills, louvers, lamps, tie rods, drive shafts, piping, and other vulnerable components shall be protected by component location or by guards adequate to prevent damage from brush, stones, logs, or any other debris likely to be encountered by the vehicle during off road performance.

BALANCE AND CLEARANCES

The weight shall be distributed as equally as practical over the axles and tires of the fully laden vehicle. The difference in tire load between tires on any axle shall not exceed 5 percent of the average tire load for that axle. The difference in load between axles shall not exceed 10 percent of the load on the heaviest axle. The front axle shall not be the most heavily loaded axle.

The fully loaded vehicle shall be able to meet the side slope stability performance requirements specified in FAA Advisory Circular.

Approach angle:	30°
Departure angle:	30°
Inter axle clearance angle:	12°
Side slope stability:	30°
Under body clearance:	25" (635 mm)
Under axle clearance:	Axles: 14.75” (374 mm)

DIMENSIONS

The overall height, length, and width of the vehicle shall be the smallest dimensions consistent with the rated payload for its class and the operational performance requirements of the vehicle.

Overall length:	approx. 33’ 7” (10,236 mm)
Overall width:	approx. 11’ (3,352 mm) including mirrors

Overall height: approx. 12’ 1”] (3,683 mm) to top of guard rails

Wheel base: 15’ 8” (4,800 mm)

LOAD RATING

The functional load rating of the frame shall equal or exceed the actual gross vehicle weight (GVW). The GVW includes complete chassis; cab with attachments, accessories, and equipment; the body with rated agent payload, including a full complement of crew, fuel, lubricant, coolant, firefighter protective clothing, equipment, and breathing apparatus in appropriate numbers; and firefighting hand tools and appliances.

Weight ratings:

Front axle:	28,500 lbs. / 12,927 kg
1st Rear axle:	28,500 lbs. / 12,927 kg
Total:	57,000 lbs. / 25,854 kg

EMISSIONS RATING

The engine shall be Tier IV final emission ratio certified.

ENGINE

The Volvo Penta TWD1683VE is a 16.12-liter, 6-cylinder, in-line diesel engine designed for off-road applications, producing **585 kW (796 hp) of power and 3,650 Nm (2,692 lb.-ft.) of peak torque at 1,900 rpm**. This engine features a dual-stage turbo system, common rail fuel injection, and a water-cooled charge air system, delivering high torque across a wide speed range. It complies with EU Stage V and US EPA Tier 4F emission standards and uses a Selective Catalytic Reduction (SCR) system for its Exhaust Aftertreatment System (EATS), requiring no diesel particulate filter (DPF) or exhaust gas recirculation (EGR).

KEY SPECIFICATIONS:

Power: 585 kW (796 hp)

Peak Torque: 3,650 Nm (2,692 lb.-ft.)

Rated Speed: 1,900 rpm

Displacement: 16.12 liters

Cylinders: 6-cylinder, in-line

Fuel System: Common rail

Turbocharging: Dual stage turbo system

Cooling:	Water-cooled charge air system
Emissions:	EU Stage V / EPA Tier 4F
Weight:	1,658 kg (3,655 lb.)

KEY FEATURES & BENEFITS:

High Performance:

Offers strong torque response, even at lower RPMs, and maintains high performance at high altitudes.

Fuel Efficiency**:**

Designed to reduce fuel consumption by up to 10% compared to previous models.

Durability and Uptime:

Built on a robust in-line six-cylinder design with a compact and simple installation.

Reduced Downtime:

The SCR-only EATS design enhances uptime by eliminating the need for a DPF and EGR.

Smooth Operation:

The common rail system and in-line configuration contribute to smooth operation with low noise levels.

ENGINE BRAKE

A Volvo engine brake shall be provided for assisted braking. The engine braking system shall be activated by releasing the throttle pedal.

The brake system can be deactivated by pressing an ON/OFF switch located on the dashboard.

COOLING SYSTEM

Type:	Water-ethylene/glycol cooling
Performance:	System shall have the capability to stabilize the vehicles engine temperature within the limits specified by the engine manufacturer under all operational conditions encountered by the vehicle.

Construction: Heavy duty type, bolted construction modular design that includes the transmission oil cooler, remote mounted, semitransparent reservoir tank for easy fill access, reservoir is visible from an access door at rear side of vehicle. Drain cocks shall be provided on the low points of the system to aid in draining the system completely if needed.

Air flow: Thermostatically clutch controlled pusher fan shall provide fresh air to the radiator by means of an air duct. Air is ingested through the top of the vehicle and exhausted out the rear. Hot air from the engine compartment is never directed across the radiator cooling fins and provides excellent engine temperature control.

Hoses and Connectors: All hoses associated with the coolant system (radiator and heater) shall be made of a silicone material and shall be secured with constant torque clamps.

COOLING SYSTEM

The cooling system shall be rated for -40 to 110F (-40 to 43C)

FUEL SYSTEM

Primary Fuel Filter/ Water separator:

One (1) thermostatically controlled heated fuel/water separator

Secondary Fuel Filter:

One (1) filter element

FUEL TANK

Capacity: One (1) nominal 80-gallon fuel tank shall be supplied. The fuel tank supplied meets the performance requirements as outlined in NFPA 414 which states that the vehicle fuel tank shall have sufficient capacity to provide for a minimum of 30 miles of highway travel at 55 mph average plus 2 hours of pumping at the full-rated discharge. Additional fuel capacity shall be provided for a minimum of four (4) hours of operation of each accessory item (such as a generator or fuel-fired heater(s) that uses the common fuel tank as a source.

Location: Mid-ship on right side.

EXHAUST SYSTEM

The vehicle will be supplied with a stainless-steel pipe and muffler. The muffler shall be mounted on top of engine compartment. The exhaust is terminated in such a way as to minimize noise on the interior and exterior of the vehicle.

EXHAUST TERMINATION

The exhaust shall terminate vertically that directs all exhaust away from the vehicle.

TRANSMISSION

A single source transmission system, consisting of power divider, torque converter, and six-speed automatic power shift transmission with integrated transfer case shall be provided to ensure perfect matching of these components. A single supplier allows easy service support for these major drive train components.

The main transmission is remotely mounted in the center of the chassis, low in the frame rails. The low mounting position while still providing excellent ground clearance allows for a lower center of gravity, thus increasing the dynamic stability of the vehicle.

The input section of the transmission consists of two gear-driven clutch shafts. Each shaft contains two (2) 7” (177 mm) clutch packs of the orifice type. When the clutch is engaged, output is from gear and drive rings on the clutch shafts and through gears on the compound shaft. This shaft contains two 9” (228 mm) clutch packs equipped with individual feedback dump valves. The front 9” (228 mm) clutch is an LD type clutch and the rear is an S type clutch. A spline-connected output gear on the 9” (228 mm) clutch shaft is meshed with the input gear on the inter-axle differential. The differential includes two independent output shafts connected through the inter-axle differential. The differential has a clutch that when applied, locks up the differential providing a solid drive through the differential to the outputs.

Manufacturer: Twin Disc 6-speed fully automatic powershift transmission.

SUSPENSION

The axles and suspension system shall be such that the total un-sprung weight of the vehicle will not be greater than 20 percent of the in-service GVW.

Double-acting hydraulic shock absorbers shall be provided for all axles or bogies, as applicable.

Energy absorbing stops shall be installed so as to prevent damage to axles, drive shafts, the engine oil pan, or any other portions of the chassis from bottoming.

The vehicle utilizes a high-performance coil spring system (HPCSS). A variable rate coil spring in combination with a 4 link V-rod / trailing rod system w/ anti-roll bar over live rigid axle provides superior off/on road capabilities that comply with all current regulations including FAA, NFPA and ICAO. The system incorporates a high-performance variable rate coil spring and dual acting shock absorber mounted on each wheel. The live rigid axle provides strength and is tied to a torsion bar and V-link rod allowing the rigid axle to move in an independent manner. Each wheel will be supplied with an energy absorbing bump stops to prevent the suspension from contacting the chassis. The system allows for a minimum of 16 inches of wheel travel with lower wheel travel exceeding all applicable standards to prevent the wheel from “carrying” in asymmetrical travel conditions. Wheel travel and tractability exceed all applicable standards. The HPCSS system shall provide ride capabilities that reduce road shock, protect the body and mounted components from damage and provide the operator positive feedback to during extreme vehicle maneuvering.

The progressive coil spring over live rigid axle system has by design a lower roll moment than a half shaft driven independent suspension system and provides positive control in on road / high speed cornering situations and provides a safe controllable ride in off road conditions. The suspension system combines the best features of independent coil spring suspensions and rigid axle systems, allows for independent movement of the wheels, and has a minimum of moving parts, extreme strength and weight carrying capacity.

The suspension system is fully tested and is NFPA/FAA/ICAO compliant and meets all current requirements for an Off-Road High Mobility Suspension System.

FRONT SUSPENSION

Manufacturer: Rosenbauer Motors

Type: High Mobility On/Off Road Coil Spring Live Rigid Axle Suspension

Design: Variable rate coil spring suspension with heavy duty double acting shock absorbers, v-link rods, torsion bars and anti-roll stabilizer bar.

REAR SUSPENSION

Manufacturer: Rosenbauer Motors

Type: High Mobility On/Off Road Coil Spring Live Rigid Axle Suspension

Design: Variable rate coil spring suspension with heavy duty double acting shock absorbers, live rigid axle, v-link rods, torsion bars and anti-roll stabilizer bar.

WHEELS AND TIRE ASSEMBLY

Single tires for optimal off-road performance are provided on all axles. The tires have high mobility non-directional tread. All tires are interchangeable without restrictions.

FRONT WHEELS

Wheel type:	Bolted steel wheel
Wheel size:	18.00 x 21
Tire type:	High mobility tires
Tire size:	24R x 21

Wheels and tires are interchangeable with rear axle.

REAR WHEELS

Wheel type:	Bolted steel wheel
Wheel size:	18.00 x 21
Tire type:	High mobility tires
Tire size:	24R x 21

Wheels and tires are interchangeable with front axle

TIRES

The tires provided shall be Bridgestone brand for optimal off-road performance on all axles.

SPARE WHEEL AND TIRE ASSEMBLY

One (1) spare wheel and tire assembly interchangeable with front or rear axle shall be provided.

BEAD LOCKS

Each wheel will be supplied with a bead lock to allow for operation of the tire at low pressure without separation from the wheel assembly.

MUD FLAPS

Mud Flaps shall be installed behind each wheel well to reduce damage from stones, brush etc. being thrown off the tires.

BEAD LOCKS

Each wheel will be supplied with a bead lock to allow for operation of the tire at low pressure without separation from the wheel assembly.

TOW EYES & SHACKLES

Two tow eyes shall be provided at the front and at the rear of the frame with a shackle for each tow eye.

BRAKE SYSTEM

A pneumatically actuated brake system shall be provided that has been tested and certified. The system shall include an all-wheel, split-circuit, power-assisted service brake, a modulation capable emergency brake and parking brake.

The braking system meets or exceeds FAA, NFPA, ICAO and the Federal Motor Vehicle Standard (FMVSS) 121 requirements. An ABS braking system is provided as standard for improved safety. Brake drums are directly mounted to hub and wheel. In case of a major drive shaft failure, the vehicle can still be stopped safely.

SERVICE BRAKES

Type:	Dual circuit brake system w/ABS meeting FMVSS 121, NFPA 414 and FAA Advisory Circular #150-5220-10E. ABS system shall include a self-diagnostic system and warning indicator on the cab dash instrument cluster to advise the driver of operation or malfunction.
Actuation:	Floor mounted treadle foot valve for service brake. Dash mounted push-pull valve for parking brake.
Compressor:	Capacity 37 cfm direct drive engine mounted
Miscellaneous:	Push-lock color coded nylon tube throughout routed along chassis frame rail; air tanks equipped with heated automatic drain valves; air compressor discharge line stainless / Teflon; reservoir capacity approx. 4,950 in^3 (80 l); air dryer w/heated element (Bendix ADIP).
Rapid Buildup:	A fast buildup system is provided to permit release of spring brakes within 15 seconds of engine start up based on empty air tanks.
External Air Tank drains:	Provisions for draining the air tanks from a centralized remote point on the vehicle shall be provided eliminating the need for a person to go under the vehicle. The drain points shall be labeled.

Performance: Exceeds FAA, NFPA, ICAO and FMVSS requirements

20 - 0 mph (32-0 kph) in less than 35 ft (10.6 m)
- Requirement is 35 ft (10.6 m)

40 - 0 mph (64-0 kph) in less than 131 ft (40 m)
- Requirement is 131 ft (40 m)

Holding Capacity: Min. 60% slope

Notes: The pneumatically operated firefighting functions are supplied from a separate dedicated, pressure protected accessory reservoir.

FRONT AND REAR BRAKES

Front Brakes

Type: Wedge-Type Drum Brakes

Rear Brakes

Type: Wedge-Type Drum Brakes

AXLES

The axles shall be rated and certified as being suited for the intended use. The axle manufacturer's approved rating shall not be raised to conform to the requirements of this specification.

Front and rear axles shall have adequate capacity to carry the fully loaded vehicle under all intended operating conditions. The maximum variation in axle tread shall not exceed 20 percent of the tire(s) sectional width at rated load.

Tractive power at each wheel shall be achieved by use of torque proportioning differentials or other suitable automatic devices that will ensure that each wheel of the vehicle is driven independently of the other wheels.

Front axles shall be equipped with steering drive ends designed to eliminate fluctuations in angular velocity of the wheels when cramped either left or right at all normal operating speeds.

An all-wheel drive axle system is provided. The well proven design is widely used in commercial and military applications. An extensive testing cycle applied to pre series vehicles ensures reliability and longevity in this specific ARFF application.

The usage of torque increasing planetary hub ends reduces the size of the differential housings and improves the ground clearance for extensive off-road operation.

Front Axle

Make: Kessler

Type: The front axle is of the front driving/steer type with suitable reduction gearing via planetary gears at the hubs. A driver operated differential lock is provided.

Front Brakes

Type: duplex wedge type drum brakes

REAR AXLE:

Make: Kessler

Type: Double reduction with suitable reduction gearing via planetary gears at the hubs. Driver operated differential locks and an inter-axle lock on the first rear axle are provided.

REAR BRAKES

Type: simplex wedge type drum brakes

PARKING BRAKE

Type: Spring apply, pneumatically activated release

Location: At rear axles, two (2) chambers per axle. Parking brake warning light indicator on cab dashboard.

Holding Capacity: Min. 30 % slope

STEERING

The power assisted steering shall have sufficient capacity so no more than 15 pounds (6.8 kg) pull is necessary on the steering wheel rim to turn the vehicle wheels from lock to lock of the fully loaded vehicle when stationary.

The design of the steering mechanism shall permit manual steering to bring the fully loaded vehicle to a safe stop after power-assist failure.

The vehicle shall perform as follows when driven on a steering pad around a 100-foot (30 m) radius circle:

(1) With increasing speed, the steering angle shall increase; over steer shall not be acceptable.

(2) The vehicle shall remain on the prescribed path until achieving a speed at least equal to the standard specified in Table 2, Performance Parameter

The wall-to-wall turning diameter shall be no greater than three times the length of the vehicle.

A tilt/telescoping steering wheel/column shall be provided.

Ram assisted power steering system is provided.

Steering Column: Tilt-telescoping

Steering Wheel: 18” (457 mm) Four Spoke w/ integrated horn button.
24-0010

STEERING POSITION

The steering column and wheel shall be mounted left center of the cab.

COACH WORK

The Rosenbauer Panorama Safety Cab certified per the latest regulations including NFPA 414, FAA Advisory circular 150-5229-10E as well as ICAO and using ECE R29-3 and was tested with a real crash test to ensure cab safety.

Parts shall be fabricated from materials that will provide the lightest weight consistent with the needs for strength, as well as heat and corrosion resistance. Safety of the crew shall be a primary consideration in coach work, especially the protection of occupants during a roll over.

A fully trimmed ROSENBAUER Panther ARFF two door cab providing forward left center driving position shall be provided. The cab is constructed of welded aluminum box sections with formed aluminum sheets. Large windows provide excellent all around and upward visibility through tinted safety glass and tempered side windows. Heavy duty light alloy extrusions provide front impact protection as well as a roll cage to protect the occupants.

A panorama-view windshield, in combination with full glass side walls as well as the compact dashboard, provide an excellent range of vision, including from the rear crew seats. The roof window offers a perfect view to the roof turret.

The windshield is made of laminated safety glass, side and roof windows are made of tempered safety glass.

The cab entrance is built with a low positioned outside step, integrated steps and wide opening doors that allow for safe access and offers more space for equipment in the cab with an additional compartment integrated in the step.

Access to the roof turret through a roof hatch is possible by using the rear wall mounted steps. Gas springs support the opening of the hatch and keep it in safe position even in windy conditions.

CAB DOORS

Large safety doors are provided on both sides. The doors open 90° to provide maximum safety for crew members entering and exiting with SCBA. In addition, a true staircase, not a ladder type entry shall be provided.

CAB DOOR ELECTRIC WINDOWS

The cab door sliding windows shall be electrically actuated. Window controls shall be mounted on the center dash and accessible for operation by both front crew members (driver and turret operator).

BUMPER

A heavy-duty bumper is provided to protect the lower cab section and provide an integrated mounting provision for the bumper turret.

ROOF ACCESS / EMERGENCY EXIT PROVISION

A marine quality roof hatch shall be provided for roof access and as an emergency exit provision should such an exit be required.
A stair/ladder shall be provided for access to the cab roof.

WINDSHIELD WIPERS

Three (3) wipers with jet washers are provided including a reservoir. The reservoir fill cap is easily visible and accessible.

AUTOMOTIVE WINDOW TINT

The front windshield and side windows of the cab shall be provided with standard automotive window tint.

WINDSHIELD DELUGE SYSTEM

A Windshield Deluge system shall be furnished and installed on the chassis cab. The windshield deluge system shall have four (4) nozzles mounted above the windshield and have a separate pump assembly with activation switch in the cab. Minimum pump output shall be three (3) gallons per minute (11 liters per minute). The windshield deluge system shall be plumbed to direct clear water onto the windshield. The system shall be provided with a screen to prevent debris from rendering any nozzles or the pump inoperable.

INSULATION AND WATERPROOFING

Insulation shall be fire and water resistant and of a type that will not pack or settle. Provision shall be made to allow the drainage of water from between the walls by gravity flow. The average heat loss shall not exceed 0.24 BTU/ft2 (0.76 W/m²) per degree Fahrenheit per hour. All insulation that could be exposed to abrasion or damage from equipment storage or operator activities shall be provided with a protective covering. All insulation that will be located on the exterior of the vehicle shall be protected from damage or exposure by a permanent cover to be constructed to match the vehicle exterior.

All components shall be designed, installed and/or protected so that their normal function will not be impaired by heavy rains, road splash, formation of condensation, or the spillage of extinguishing agents from nozzles and fittings, recharging operations, or leaks in the piping system.

The vehicle shall incorporate the use of air conditioning and the system shall meet current automotive/truck and environmental protection standards for vehicle air conditioning. The air conditioning system shall not change the acceptable pass/fail criteria for any of the performance tests of the vehicle or the firefighting system.

INTERIOR CAB EQUIPMENT

A low floor and a wide door on each side of the cab to allow rapid entry and exit shall be provided. The ergonomically laid out instrument panel is equipped with a full set of instruments, weatherproof illuminated switches and a complete warning system with indicator lights and audible alarms. All substantial firefighting functions including the turret controls are within reach of driver and co-driver on a center console.

- Heavy duty non-slip flooring shall be provided in the forward portion of the cab.
- Instrument panel, with integral dash mounted controls.
- Heater/defroster; fresh air and re-circulating type, outlets spread evenly across the dash.
- One (1) grab handle at each cab door for entry assistance.
- Windshield shall be one-piece, high visibility and shatter-proof laminated safety glass.
- Roof viewing window.

SUN VISORS

Interior sunshades shall be installed on the upper portion of the cab windshield and roof window.

POWER POINT

Two (2) 12-volt power point shall be provided and incorporated in the dash console.

Two (2) 12-volt power point shall be provided and incorporated in the dash console.

MAP LIGHTS

Two (2) Goose neck style map lights shall be provided and mounted one (1) each side of the cab dash.

MIRRORS

Large, heated, four-way power adjustable and remotely operated mirrors shall be mounted on the front of the cab, providing excellent visibility. Mirrors shall provide a minimum of 60 square inches (38,709 square mm) viewing and incorporate a wide-angle convex mirror. The mirror controls shall be located on the right side for ease of use by the driver.

CREW SPACE

All crew space shall be restricted to the interior of a fully enclosed cab with approved, 3-point restraints.

Where practicable, instruments shall be used in preference to warning lights. If warning lights are used, a means to readily test the condition of all warning light bulbs shall be provided.

Instruments and warning lights shall be displayed so that they will be useful, convenient, and visible to the driver.

The instrument panel(s) shall either be easily removable as units or hinged for back access. Quick disconnect fittings shall be used for all electrical connections to the instrument panel. All instruments, except liquid filled gauges, shall be illuminated. Labels for control and instruments shall be backlit or illuminated.

All rotating or reciprocating parts, all parts with operating temperatures above 120° F (49° C), or that are electrically energized or are of such a nature or so located as to be a hazard to the safety of operating and maintenance personnel during their normal duties, shall be insulated, enclosed, or guarded as appropriate for the specific hazard and its location.

All space that is occupied or from which work is performed during operations, servicing, and maintenance of the vehicles shall be free from hazardous protrusions, sharp edges, cracks, or other elements that might reasonably be expected to cause injury to personnel.

RIDE QUALITY

The vehicle shall be designed so that the ride quality permits the safe operation of the vehicle in on/off road conditions and in adverse terrain that may be encountered on the

airfield. If the vehicle is used in an off-road environment the vehicle shall be capable of traveling at speeds up to 35 mph (56 kph) without causing injury to the operating personnel who are properly seat belted in the vehicle and without causing damage to the vehicle itself.

CONTROLS

All the controls necessary for the full operation of the vehicle and for activating the firefighting system shall be within reach of the driver.

Controls for the fire extinguishing system(s) shall also be within easy reach of a second crew station. All cab-mounted controls shall be identified by function and/or limitation with permanent backlit labels.

Firefighting equipment and controls located on the vehicle exterior shall be placed between 24 inches (609 mm) and 72 inches (1,828 mm) above the ground, catwalks, or deck plates, as applicable.

All controls located on the exterior of the vehicle shall be labeled with an illuminated permanent label identifying function and/or limitation.

SIREN/PUBLIC ADDRESS SYSTEM

A multi-tone, multi-volume emergency vehicle warning siren/public address device with speaker and microphone shall be installed. The device shall produce a minimum sound level of 95 dB(A) at 100 feet (30m) directly in front of the vehicle and 90 dB(A) at 100 feet (30m) and 45 degrees left and right of front center.

One (1) siren speaker shall be mounted on the front bumper or the turret mounting platform and shall be protected from firefighting agent dripping from the bumper turret and water splashed up by the tires.

SIREN SWITCHES

Siren activating foot switches shall be provided for the driver and turret operator.

Mount inboard of air horn foot switch.

BACK-UP ALARM

A “vehicle backing” warning device, audible up to 25 feet (7.6 m) behind the vehicle, shall be provided. Shifting the transmission into reverse shall activate the back-up alarm.

AIR HORN SYSTEM

Two (2) Air horns shall be provided and mounted to achieve optimum sound projection to the front of the vehicle.

AIR HORN SWITCHES

One (1) floor mounted foot switch shall be provided on each side floor of the cab for the driver and front passenger crew seat.

Mount outboard of siren foot switch.

RADIO EQUIPMENT

Fire Radio - Mobile: Motorola APX 6500
Portable (Handheld): Motorola APX 6000XE with external microphone
Airfield Radio - Mobile: Icom-A120
Portable: Icom-A16 with external microphone

Handheld radio chargers shall be provided and installed in the vehicle for all portable radios.

NOTE: The radios quoted above have been provided to meet the Customers bid specifications/addendums. Any radios requiring additional options or options not listed in the Customer bid specification/addendums such as software, trunking or encryption packages shall be an additional cost.

Fire Radio - Mobile: Motorola APX 6500
Portable (Handheld): Motorola APX 6000XE with external microphone
Airfield Radio - Mobile: Icom-A120
Portable: Icom-A16 with external microphone

Handheld radio chargers shall be provided and installed in the vehicle for all portable radios.

Installation quote saved in truck file.

ANTENNA TAPS

The vehicle will be provided with three (3) separate 30 amp circuits with breakers and connections provided in a space adjacent to the driver and turret operator for the installation of Customer provided and installed radios and other communication equipment after the vehicle is delivered to the end user. To facilitate the installation of the communication equipment, three (3) antenna taps shall be provided and installed on top of the cab with cabling run to the center console for the Customer installed radios.

The vehicle shall be provided with radio interference protection in accordance with SAE J551/4, Test Limits and Methods of Measurement of Radio Disturbance Characteristics of Vehicles and Devices, Broadband and Narrowband, 150kHz to 1000MHz, or an equivalent radio interference suppression standard.

INSTRUMENTATION DISPLAY

The vehicle dash cluster instrumentation shall be standard psi.

INFORMATION

- Speedometer (electronic)
- Tachometer (electronic)
- Transmission mode (N / active gear / R)
- Odometer
- Transmission oil temperature
- Coolant temperature
- Dual air pressure (indication and warning)
- Differential locks activated
- Fuel level
- Ad-blue level
- Voltmeter
- Indicator left/right
- Lights (low beam / high beam, fog lights, rear fog lights)
- Engine brake
- Indicator speed
    - Indicator pressure
    - Indicator temperature

WARNINGS

- Engine oil pressure low
- Coolant temperature high
- Coolant level low
- Transmission oil temperature high
- Park brake engaged
- Fuel level low
- Exhaust system
- Engine check/stop
- ABS deactivated

Warning Sign that states “Occupants must be seated and wearing a seat belt when apparatus is in motion” will be provided in locations that are visible from each seated position in accordance with NFPA 414.

CONTROL PANEL FOR FIRE FIGHTING OPERATION

Control of the firefighting system is done via LCS 2.0 control display within a well-designed menu navigation. All necessary control elements appear as a button in the relevant submenu. A status-LED in combination with the information in the display shows active buttons.

The following buttons are always provided at the display:

- Optical alarm devices
- Acoustic alarm devices
- Pump operation
- Pump operation / manual operation
- Foam operation
- Scene lighting
- Warnings
- System information

Additional service screens in the display contain detailed information regarding engine, gearbox and superstructure.

Activation and deactivation of the fire pump (automatic mode) as well as engine speed adjustment is done via LCS-Digipot (display screen). Pressing the "Start"-button activates an automatic mode (Pump and Roll) with following functions:

- Activation of PTO of torque converter
- Increase engine speed
- Open water tank suction valve
- Engage priming pump (if specified)
- Engine speed is infinitely variable via turn switch.

INSTRUMENTATION DISPLAY

The pump panel digital instrumentation shall be standard psi.

DRY CHEMICAL AGENT CONTROL PANEL

Activation of propellant for dry chemical powder unit via safety switch in cab accessible by both the driver and passenger. One (1) pressure gauge will be mounted in the cab, displaying the vessel pressure of the dry chemical system.

INTERIOR CABINETS

There shall be two (2) interior storage cabinets located one (1) on the floor of the back center portion of the cab and one (1) located under the interior access ladder, both compartments shall be provided with lift up doors with thumb latches.

AIR CONDITIONING

An air conditioning system shall be installed in the cab. The evaporator shall be integrally installed with the heater/defroster unit.

DRIVER'S SEAT

One (1) high back with recline air ride driver's seat, covered in grey Dura-Wear material and integrated seat belt system shall be installed. The integrated seat belt shall be red in color to provide contrast.

TURRET OPERATOR'S SEAT

One (1) high back adjustable (fore, aft, up & down) turret operator's seat with integrated Load and Lock SCBA bracket, covered in grey Dura-Wear material and integrated seat belt system shall be installed. The integrated seat belt shall be red in color to provide contrast.

A removable insert to cover the SCBA unit when mounted in seat back shall be supplied.

LEFT SIDE CREW SEAT

One (1) high back adjustable fixed position fire-fighter flip up crew seat with integrated Load and Lock SCBA bracket, covered in grey Dura-Wear material and integrated seat belt system shall be installed to the left and slightly aft of the driver's position and shall egress directly out the left cab door. The integrated seat belt shall be red in color to provide contrast.

A removable insert to cover the SCBA unit when mounted in seat back shall be supplied.

RIGHT SIDE CREW SEAT

One (1) high back adjustable fixed position fire-fighter flip up crew seat with integrated Load and Lock SCBA bracket, covered in grey Dura-Wear material and integrated seat belt system shall be installed to the left and slightly aft of the driver's position and shall egress directly out the left cab door. The integrated seat belt shall be red in color to provide contrast.

A removable insert to cover the SCBA unit when mounted in seat back shall be supplied.

SCBA BRACKET ON REAR CAB WALL

One (1) NFPA 1901 compliant SCBA bracket mounted on the rear wall of the cab for driver's SCBA.

INFRARED CAMERA SYSTEM (FLIR) – PAN AND TILT

A FLIR (forward looking infrared) Vehicle Vision System shall be installed to provide enhanced visibility for low light or smoky conditions. The camera shall be capable to operate in open ambient air temperatures from -40°C to 80°C.

The FLIR camera shall have pan and tilt capabilities. The FLIR system shall be capable of operation as a driver's aid during low visibility driving conditions.

The FLIR system shall provide a choice of color palate and temperature measurment on the video display.

One (1) FLIR camera shall be mounted on the cab roof.

A 10.4" (264 mm) flip up LCD 1042x768 resolution flat screen monitor shall be provided for the FLIR camera. This monitor shall be used to display the FLIR camera images and/or color camera images as specified elsewhere in these specifications.

FLIP UP VIDEO MONITOR

A flip up monitor shall be provided on the driver's side of the cab dash for viewing of the FLIR image.

BACKUP CAMERA

A backup camera system shall be installed on the vehicle. System shall automatically turn on whenever the vehicle is placed in reverse and shall be able to be switched on manually if desired. The system shall have a dedicated monitor mounted on the cab dash in such a way as to be readily visible to the driver. The system shall be viewable through the LCS mounted in a position on the dash to be readily visible to the driver.

CONNECTED COMMAND

A Rosenbauer vehicle data system shall be provided on the vehicle that consists of data that is collected and transmitted over the air to a secure Rosenbauer cloud-based information collection system. The information is then processed into actionable items sent to the appropriate Airport Fleet Maintenance personnel.

The following information collected and transmitted is:

Engine, ABS diagnostic codes

Preventive maintenance notifications

Potential common failure tracking

Global Positioning Services (GPS)

MONITORING AND DATA ACQUISITION SYSTEM (MADAS)

A Rosenbauer MADAS system shall be installed on the vehicle that will allow the monitoring of the following items as specified in the NFPA 414. Installed components from the DWD system must be integrated:

- vehicle speed
- vehicle heading
- lateral acceleration
- vertical acceleration
- longitudinal acceleration and deceleration
- engine RPM
- throttle Position
- steering Input
- vehicle braking input (pedal position and brake pressure)
- date, time, and location for all data collected

The GPS position of the truck shall be stored by the system in addition.

The data acquisition system shall be capable of storing the measurements and the time intervals, starting at least 120 seconds before and ending at least 15 seconds after any serious incident. The system shall be designed so that the data being recorded will not be lost or overwritten immediately after the incident due to the use of an emergency shut-off or a master electrical disconnect switch. System shall be “hot-wired” to the battery system and shall by-pass the normal electrical system. Appropriate software cables and instruments necessary to download and interpret the data shall be provided.

LATERAL ACCELERATION INDICATOR

A Rosenbauer Driver Warning Device (DWD) shall be installed providing an in-cab vehicle operator training device inclusive of a lateral acceleration sensor and driver awareness/alarm system. The system shall provide both visual and audio warning signals to the driver as specified in the NFPA 414 and FAA Advisory Circular 150/5220-10.

The system shall provide the ability to set an alarm threshold for the vehicle. The alarm includes an advisory light at each 10% of the threshold with a color change and audio alert up from 70% of the level.

The DWD system shall have at least the following technical ratings:

- wide range DC input from 9 to 30V
- IP65 rating or higher
- Operating temperature from -4°F to +158°F
- TFT visualization display of 3”

PUMP COMPARTMENT

The pump compartment shall be well ventilated and weatherproof.

Vents with a total of at least 10 squares inches (64.5 cm²) of ventilation shall be supplied where required.

Drains to allow collected water to run out under the vehicle shall be provided.

The floor of the compartment shall be lined with PVC matting (turtle tile) where applicable.

DRIVERS SIDE UNDERTANK COMPARTMENT

The undertank compartment shall be well ventilated and weatherproof.

Vents with a total of at least 10 squares inches (64.5 cm²) of ventilation shall be supplied where required.

Drains to allow collected water to run out under the vehicle shall be provided.

The floor of the compartment shall be lined with PVC matting (turtle tile) where applicable.

ADJUSTABLE SHELF

The driver's side undertank compartment shall be supplied with a height adjustable shelf. The shelf shall be lined with PVC matting (turtle tile).

Actual arrangement shall be determined by Rosenbauer to best suit the vehicles weight and balance performance requirements.

PASSENGER SIDE UNDERTANK COMPARTMENT

The undertank compartment shall be well ventilated and weatherproof.

Vents with a total of at least 10 squares inches (64.5 cm²) of ventilation shall be supplied where required.

Drains to allow collected water to run out under the vehicle shall be provided.

The floor of the compartment shall be lined with PVC matting (turtle tile) where applicable.

ADJUSTABLE SHELF

The passenger side undertank compartment shall be supplied with a height adjustable shelf. The shelf shall be lined with PVC matting (turtle tile).

Actual arrangement shall be determined by Rosenbauer to best suit the vehicles weight and balance performance requirements.

ROLL-UP COMPARTMENT DOORS

Primary access to vehicle compartments on the vehicle shall be via doors of a rollup design. Doors shall be aluminum rollup non-locking type with a bar latch mechanism to open/close the door. Secondary access to some vehicle storage areas will utilize a hinged panel door design.

ROLL UP COMPARTMENT DOORS

The roll up doors shall be provided with an anodized aluminum finish.

SCBA COMPARTMENTS

Four (4) SCBA storage compartments shall be provided and vertically mounted two (2) each side of the upper pump compartment.

SCBA bottle compartments shall be constructed of aluminum and shall be provided with SCBA bottle scuff protection.

REAR ACCESS LADDER

The rear face engine mod shall be provided with a ladder to access the top of the vehicle.
The ladder shall be painted grey in color with the lower portion foldable for increased vehicle angle of departure.

FIXED SHELVING

One (1) fixed shelf shall be provided and mounted on each side of the engine mod compartment.

OPEN COMPARTMENT DOOR WARNING SYSTEM

There shall be an indicator light mounted on the cab dash which will be highly visible during the day or night. This indicator light shall be wired to an audible signal to advise the operator when a compartment door is open. This warning indicator light shall be interlocked with the vehicle’s parking brake and shall operate whenever the parking brake is released.

HANDRAILS/GUARDRAILS

Handrails and guardrails shall be provided for personnel safety at all steps and walkways including along the top of the vehicle. The rail material shall be heat and corrosion-resistant and shall be provided with a low-maintenance, durable, and sunlight, weather, heat, and corrosion resistant finish.

STEPS, AND WALKWAYS

All step surfaces, ladder rungs, walkways, and catwalks shall be anti-skid. Anti-skid deck plating shall be provided on the top of the vehicle.

The height between steps shall be less than 20 inches (508 mm). The lower steps shall be 22 inches (558 mm) or less from the ground in the loaded condition. The tread of the bottom steps shall be at least 8 inches (203 mm) in width and succeeding steps at least 16 inches (406 mm) in width. The full width of all steps shall have at least 6 inches (152 mm) of unobstructed toe room or depth when measured from and perpendicular to the front edge of the weight-bearing surface of the step.

FIRE PUMP

The ROSENBAUER N80 fire pump meets and exceeds the stringent requirements of NFPA and is listed by Underwriters Laboratories (UL).

Make: ROSENBAUER

Model: N80

Material: High strength corrosion resistant light alloy impeller and housing. Pump shaft to be stainless steel. Pump is mechanically sealed.

Drive: By power divider

Rated capacity: 2100 gpm @ 220 psi (15 bar) tank suction operation

Number of stages: 1

Location: In pump compartment. Pump is mounted lower than the water tank to assure gravity priming. A priming pump is supplied as standard to assist pump priming if needed

Suction line to tank: Pneumatic actuated butterfly valve

Automatic Overheat Protection:
The pump shall be equipped with an automatic overheat protection device to prevent the pump from overheating when running the pump without discharging water (dead heading). The automatic overheat system shall monitor the water temperature inside the

pump and automatically open a valve to discharge water and cool the pump. The overheat protection system will automatically reset after the water temperature has reached normal operating temperature. A visual water pump overheat indicator shall be provided in the cab.

PRIMING DEVICE

The fire pump is equipped with a ROSENBAUER KAP priming device as a standard. This allows to air evacuate the piping system quickly and also provides excellent drafting capabilities. The priming device is capable of automatic operation if the water pump requires it or can be manually operated if needed. Controls are provided in the cab and on the structural panel for manual operation.

Make: ROSENBAUER

Model: KAP

Type: High speed, double piston priming pump,

Actuation: Automatic and Manual

Drive: Via tooth belt from main pump shaft

Suction performance: Up to 24 ft. (7.3 m), attainable vacuum up to 96%

HEAVY GAUGE CORROSION RESISTANT STEEL PIPING

All pipe work is manufactured from heavy-gauge, corrosion resistant, hot dip galvanized steel pipe and tubing to minimize corrosion. Each pipe is pressure tested prior to assembly and the complete system is pressure tested during pumping tests.

MAIN SUCTION INLET

One (1) 5” (125 mm) gated suction inlet on the left side with 5” (125 mm) shall be installed.

A drain for bleeding air and water from the lines shall be installed.

30° or 45° turn-down fitting shall be installed.

AUXILIARY SUCTION INLET

One (1) 2 ½” (65 mm) gated suction inlet adjacent to the main suction on the left side with 2 ½” (65 mm) NST female swivel connection and plug shall be installed.

A drain for bleeding air and water from the lines shall be installed.

30° or 45° turn-down fitting shall be installed.

LEFT SIDE DIRECT TANK FILL

One (1) 4" gated tank fill shall be provided located within the left side of the pump module next to the main pump intake with 4” (100 mm).

Provide drain

CAP

A 4" NST cap with cable shall be provided for the direct tank fill.

LEFT SIDE PRE-CONNECTED SOFT JACKET HANDLINE

One (1) quick attack, pre-connected soft jacketed handline shall be provided.

The handline shall be installed on the left side of the vehicle in an enclosed compartment for easy access.

The handline will be equipped with an “auto-charge” device that will allow a single firefighter to safely deploy the handline without needing to return to the vehicle to charge the handline.

Pre-connected handline shall be capable of flowing a minimum of 95 gpm (359 lpm) per NFPA 414 utilizing 200’ (60 m) of 1 ¾” hose.

NOZZLE

The handline shall be equipped with an adjustable gallonage pistol grip nozzle with NST thread.

HOSE

200 ft (60 m) of 1 3/4" rubber-lined, soft, double-jacketed hose with NST thread shall be supplied with the vehicle in 50-foot (15 m) lengths.

PRE-CONNECT MOUNTING

The pre-connect handline shall be mounted on the floor of the compartment with turtle tile to allow drainage.

RIGHT SIDE PRE-CONNECTED SOFT JACKET HANDLINE

One (1) quick attack, pre-connected soft jacketed handline shall be provided.

The handline shall be installed on the right side of the vehicle in an enclosed compartment for easy access.

The handline will be equipped with an “auto-charge” device that will allow a single firefighter to safely deploy the handline without needing to return to the vehicle to charge the handline.

Pre-connected handline shall be capable of flowing a minimum of 95 gpm (359 lpm) per NFPA 414 utilizing 200’ (60 m) of 1 ¾” hose.

NOZZLE

The handline shall be equipped with an adjustable gallonage pistol grip nozzle with NST thread.

HOSE

200 ft (60 m) of 1 3/4" rubber-lined, soft, double-jacketed hose with NST thread shall be supplied with the vehicle in 50-foot (15 m) lengths.

PRE-CONNECT MOUNTING

The pre-connect handline shall be mounted on the floor of the compartment with turtle tile to allow drainage.

STRUCTURAL CONTROL PANEL

A structural package is standard on all Rosenbauer vehicles. The fully operational structural panel is located on the left-hand side of the vehicle and shall be mounted in the vehicle pump compartment and shall be provided with:

- Switch for water tank suction valve
- Switch for foam tank suction valve
- Switch for foam proportioning rate
- Electronic discharge pressure gauge (Pressure Governor System)
- Electronic intake pressure / vacuum gauge (Pressure Governor System)
- Indicator lamp for water tank suction valve open
- Indicator lamp for foam tank suction valve open
- Indicator lamp for priming pump operating
- High water temperature warning light
- Low oil pressure warning light
- Control lamp for PTO
- Switch for flushing
- Switch for priming pump
- Electronic Pressure Governor Control System with the following:

- OK to Pump indicator
- Electronic tachometer
- Electronic Intake Pressure Gauge
- Electronic Discharge Pressure Gauge
- Idle button
- Preset pressure
- Engine Coolant Temperature Gauge
- Engine Oil Pressure gauge

PSI PUMP PANEL GAUGES

The discharge gauges and pressure governor control system (PSG) shall read in PSI.

BUMPER TURRET

A Rosenbauer RM35 multi-position, high volume, low attack (HVLA) bumper turret with an automatic water/foam nozzle shall be provided. The turret will include the following features:

NOZZLE SWEEP ASSEMBLY

The nozzle sweep assembly shall consist of a double swivel joint allowing the nozzle to sweep in both horizontal and vertical planes. Internal turning vanes shall be cast into the assembly for more efficient flow. The elevation axis shall allow the nozzle to be elevated 90° or depressed 45° either side of center for a 135° vertical sweep (plus 180° rotation to park position).

The horizontal axis rotation shall allow the nozzle to be directed either side of center for up to 180° sweep.

Both horizontal and vertical drive motors shall be electric with current limiting motor protection.

NOZZLE

The nozzle shall have an automatic flow mechanism that maintains consistent pressure and includes a self-draining baffle mechanism with a water/foam dual flow range calibrated to primary turret flow requirements specified by NFPA 414 – latest edition. The nozzle must maintain a constant flow throughout the flow range in straight stream through wide fog patterns.

The nozzle shall be a non-air aspirating type with electric pattern actuation to select straight stream or dispersed pattern discharge. The nozzle shall meet or exceed the straight stream distance and pattern spray as specified by NFPA 414 – latest edition.

The nozzle shall be equipped with an automatic leveling device that will keep the nozzle parallel to the ground regardless of boom position.

MULTI-FUNCTION CONTROLS

A multi-function remote nozzle control with auto-oscillation shall be provided, joystick type. The controller shall have dual axis motion plus soft touch switches for discharge functions. Left and right motion shall control horizontal sweep. Forward and back motion shall control vertical sweep.

Joystick switch functions shall include the following operations:

Switches
Water/Foam Discharge “ON” and “OFF”
“FOG/STRAIGHT STREAM” selection
Auxiliary Agent Discharge “ON” and “OFF”
Boom “UP and DOWN” function
“HIGH/LOW” Flow selection

Highly visible indicators shall be provided for High/Low flow position and nozzle Auto-Level “ON”. These indicators shall be positioned so that they can be seen by the operator while keeping his eyes focused on the nozzle discharge.

BOOM DESIGN

The nozzle assembly shall be attached to a boom mechanism made of heavy wall stainless steel for long life and corrosion resistance. The nozzle and mounting assembly shall be adequately reinforced to sustain all anticipated loads and reaction force of the volume nozzle.

The boom mechanism shall be capable of lowering the nozzle to near ground level or elevating the nozzle to 30° above horizontal. Boom “UP” and “DOWN” positioning shall be by momentary switches on the joystick control handle.

The boom and nozzle shall be capable of folding up and into a PARK position to provide minimum protrusion from the front of the vehicle and maximum driver visibility. This position shall also maintain the 30° angle of approach.

The boom shall move by means of an electric-hydraulic pump and hydraulic cylinder. The lift system shall be self-contained and connect directly to the chassis electrical system. Holding valves shall be installed to prevent boom drift when the hydraulic system is turned off.

Mount joystick closest to driver on center console.
500/1000 flow rates

DRY CHEMICAL NOZZLE

The bumper turret shall be provided with a Rosenbauer Chem Core dry chemical nozzle meeting the requirements set forth in NFPA 414.

TURRET LIGHT

One (1) High Intensity (LED) light shall be attached to the nozzle assembly. Lights shall rotate and elevate with nozzle movement to provide illumination of the water/foam stream.

ROOF TURRET

A Rosenbauer RM35 Dual Flow roof turret shall be provided. A single joystick control and all necessary switches are grouped within comfortable reach of driver and co-driver and mounted on the center console.

NOZZLE SWEEP ASSEMBLY

The nozzle sweep assembly shall consist of a double swivel joint allowing the nozzle to sweep in both horizontal and vertical planes. Internal turning vanes shall be cast into the assembly for more efficient flow. The elevation axis shall allow the nozzle to be elevated 90° or depressed 45° either side of center for a 135° vertical sweep (plus 180° rotation to park position).

The horizontal axis rotation shall allow the nozzle to be directed either side of center for up to 180° sweep.

Both horizontal and vertical drive motors shall be electric with current limiting motor protection.

The nozzle attachment shall place the nozzle forward off the windshield for improved visibility and to lessen the effects of foam overspray.

NOZZLE

The nozzle shall have an automatic flow mechanism that maintains consistent pressure and includes a self-draining baffle mechanism with a water/foam flow range specified by NFPA 414. The nozzle must maintain a constant flow throughout the flow range in straight stream through wide fog patterns.

The nozzle shall be a non-air aspirating type with electric pattern actuation to select straight stream or dispersed pattern discharge. The nozzle shall meet or exceed the straight stream distance and pattern spray as specified by NFPA 414 – latest edition.

The position of the nozzle shall be visible to the operator at all times. Indicators or point-arm controls shall not be required.

MULTI-FUNCTION CONTROLS

A multi-function remote nozzle control with auto-oscillation shall be provided, joystick type. The controller shall have dual axis motion plus soft touch switches for discharge functions. Left and right motion shall control horizontal sweep. Forward and back motion shall control vertical sweep.

Joystick switch functions shall include the following operations:

Switches
Water/Foam Discharge “ON” and “OFF”
“FOG/STRAIGHT STREAM” selection
Auxiliary Agent Discharge “ON” and “OFF”
“HIGH/LOW” Flow selection

500/1000 flow rates

TURRET LIGHT

Two (2) High Intensity (LED) light shall be attached to the nozzle assembly. Lights shall rotate and elevate with nozzle movement to provide illumination of the water/foam stream.

Both lights will be controlled from switches in the cab.

RBI #CC436-TA55

Two (2) High Intensity (LED) light shall be attached to the nozzle assembly. Lights shall rotate and elevate with nozzle movement to provide illumination of the water/foam stream.

Both lights will be controlled from switches in the cab.

UNDER-TRUCK NOZZLES

For ground fire control system, four (4) under-truck nozzles are fitted on the vehicle. The water/foam under-truck nozzles shall be provided so that the combined spray pattern will cover the total under-truck as well as the inner sides of the wheels and tires.

Discharge:	Approximately 19 gpm (72 lpm) each
Pattern:	Conical dispersed
Control:	Switch on dashboard inside the cab.

WATER TANK

Construction:	Heavy-Duty polypropylene
Baffle plates:	Longitudinal, horizontal plus transversal. Baffling is provided to compartmentalize the tank minimizing “sloshing” of the tank in less than full conditions allowing for increased vehicle stability.
Fill Tower:	Quick Opening Lid
Overflow Vent:	Provided
Tank drain:	2" (50.8 mm) actuation from the side of the vehicle terminating 1 1/2" storz.
Tank sump:	Of sufficient size to minimize swirl.
Design features:	Structural integrity to withstand internal and external loads.

Best utilization of space for keeping vehicle's dimensions compact, and center of gravity as low as possible.

Excellent strength to weight ratio.

The water tank assembly shall be directly attached to the chassis with flexible rubber-steel elements. Bending and torsion loads transmitted from the vehicle frame are absorbed in those rubber steel elements.

The tank is mounted with stress isolating rubber cone bearings on the chassis frame rails. It provides optimum weight distribution on the axles assuring the required soft soil mobility and maximum traction for cross-country travel.

Non-slip walkway is fitted on top of the vehicle on all walkways.

Provide 1 1/2" storz fitting for the tank drain.
No cap required.

TANK CAPACITIES

The water tank capacity shall 1600 gallons and the foam tank capacity shall be 210 gallons.

The foam concentrate tank shall have a working capacity sufficient for two tank loads of water at the maximum tolerance specified in NFPA 412.

FIRE EXTINGUISHING SYSTEM - FOAM CONCENTRATE SYSTEM

A fully automatic ROSENBAUER foam admixing system is provided. The system is completely pre-calibrated at the factory during the initial test procedure. A test report shall be provided. The metering rate can be changed during operation of the foam system without interruption or recalibration by operating a switch in the cab or on the exterior pump panel.

Depending on the rate of discharge (GPM) from the water pump, the check valve in the control unit is activated and transfer rods adjust the metering valve to deliver foam concentrate to the eductor on the intake side of the water pump.

The metering valve regulates the exact quantity of foam concentrate to be added. During all stages of operation, a non-return valve in the foam concentrate suction line prevents water from entering the foam concentrate tank.

The system is designed for use of protein and synthetic foam concentrates as well as AFFF.

In addition to the foam main line from the foam tank there is an outside source connection, which can be used to draft foam concentrate from a container, directly into the proportioning system bypassing and preserving the onboard foam tank if needed.

Foam concentrate metering is fully automatic. The system induces a pre-selected percentage of concentrate constantly depending on the GPM flowed through the discharge side of the water pump. Change in agent discharge and agent pressures will not affect the pre-selected percentage on proportioning.

If the vehicle is re-circulating water back to the tank and the foam system is activated, the recirculation valve automatically closes to prevent foam concentrate from entering the water tank.

A system flushing mode is provided in order to clean foam concentrate from the firefighting piping system by means of inducing clean water downstream of the foam tank suction valve and discharging through the monitor or other discharge lines. An interlock system is incorporated to ensure that the flushing valve is in the closed position when the main foam valve is open.

The ROSENBAUER FIX MIX works fully mechanically, is maintenance-free, requires no adjustment to the system and does not make use of any electronic or electric components for unmatched reliability.

FIRE EXTINGUISHING SYSTEM - FOAM CONCENTRATE SYSTEM

An electronically regulated, fully automatic ROSENBAUER foam admixing system shall be provided. The system is completely pre-calibrated at the factory during the initial test procedure. A test report shall be provided upon delivery of the completed vehicle. The foam metering rate shall be able to be changed during operation of the foam system

without interruption or recalibration by operating a switch in the cab or on the exterior pump panel.

Manufacturer: ROSENBAUER
Model: FIXMIX 2.0 E

Type: Around-the-Pump Automatic Foam Proportioner (electronically regulated, mechanically pre-controlled) with selectable variable rate proportioning (1%, 3%, 6%)

Foam delivery: 1.3 – 132 gpm (5-500 lpm)

Usability: For all types of Class B - foam concentrate including AFFF

Admixing rate: Between 0% and 6% adjustable

Standard setup: 1%, 3% and 6% Usability: for all foam compounds with a viscosity up to 60 cSt (foam compounds with higher viscosity available on request)

The water cone in the pump discharge opens according to the rate of discharge (GPM) from the water pump. A potentiometer measures the movement of the cone and calculates the water flow. The cone is connected with a rod to the foam dosing disc, that meters the foam according to the water flow. In addition, a bushing with an opening will be turned by an electric motor according to the chosen proportioning rate. The foam concentrate is then delivered to the eductor on the intake side of the water pump. The foam flow is constantly controlled by a magnetic inductive flow meter in the foam suction line. If there is an offset, the electric motor will be adjusted accordingly.
The system is pre-adjusted by the water cone and will be fine-tuned with the electronic controls.

During all stages of operation, a non-return valve in the foam concentrate suction line prevents water from entering the foam concentrate tank.

The system is designed for use of protein and synthetic foam concentrates as well as AFFF.

In addition to the foam main line from the foam tank there is an outside source connection, which can be used to draft foam concentrate from a container, directly into the proportioning system bypassing and preserving the onboard foam tank if needed.

Foam concentrate metering is fully automatic. The system induces a pre-selected percentage of concentrate constantly, depending on the GPM flowed through the discharge side of the water pump. Change in agent discharge and agent pressures will not affect the pre-selected percentage on proportioning.

If the vehicle is re-circulating water back to the tank and the foam system is activated, the recirculation valve automatically closes to prevent foam concentrate from entering the water tank.

A system flushing mode shall be provided in order to clean foam concentrate from the firefighting piping system by means of inducing clean water downstream of the foam tank suction valve and discharging through the monitor or other discharge lines. An interlock system is incorporated to ensure that the flushing valve is in the closed position when the main foam valve is open.

The ROSENBAUER FIXMIX 2.0E works mechanically with electronic control and is maintenance-free and requires no adjustment to the system.

During foam operation the water and foam flow will be shown in the main display.

ON BOARD FOAM TESTING SYSTEM

Manufacturer: ROSENBAUER

Model: Foam Test System

Requirement: FIXMIX 2.0 E

In lieu of using foam concentrate, the FIXMIX 2.0 E will be operated with water. The pump/foam system shall be plumbed to allow foam testing via a switch located in the cab L operation panel.

The system measures the water flow and the simulated foam flow (with water) when discharging through an outlet.

The two flows and the proportioning rate will be displayed on the LCS monitor located in the cab.

With this option it is possible to check the system without using foam.

FOAM DRAFT CONNECTION

A foam draft connection terminating in 1 1/2" NST shall be provided on the left side of the vehicle for the drafting of foam to the Fix Mix foam system from an external source.

FOAM FILL/DRAIN

One (1) 1½” (38 mm) fill connection with manually operated ball valve and internal strainer shall be located on the left side of the vehicle.

110 VAC FOAM TRANSFER PUMP

A 110-VAC electrically operated foam transfer pump shall be supplied for the loading and off-loading of AFFF foam concentrate. The pump shall be supplied with 1 ½” [38mm] NST connections.

The pump assembly shall be portable and be supplied with a vehicle type mounting bracket in a compartment.

The pump shall have a 3' three prong household type electrical plug and have an on/off switch located on the pump.

There shall be two and clear spiral wire reinforced hoses supplied to allow transfer from bulk barrel containers to the vehicle foam tank.

The suction hose shall have a 1 1/2" [38mm] connection on one end and be open on the opposite end for insertion into a foam container. The suction hose shall be 84" long.

The discharge hose shall have two 1 1/2" [38mm] connections and be 48" long.

FOAM CONCENTRATE

The foam provided shall be 3% AFFF Mil-spec.

FOAM CONTAINER

Four (4) 55-gallon (208 liter) drums of Solberg SFFF flourine free foam shall be provided with the vehicle.

Will confirm foam manufacture during pre-construction meeting.

DRY CHEMICAL SYSTEM

A Fire Combat 500 lb. (225 kg) Dry Chemical system shall be furnished and installed on the vehicle complete with nitrogen cylinder(s), dry chemical reservoir, and all necessary plumbing components. Controls for the charging of the dry chemical system shall be located in the cab and shall incorporate gauges to indicate nitrogen vessel storage pressure and system charged pressure. Blow-down and re-servicing valves shall be supplied and incorporated in the system plumbing. A fill opening shall be supplied on the top of the vehicle allowing the dry chemical reservoir to be filled without the need to remove any piping or accessory.

A nameplate, clearly indicating Blow-down and Re-servicing instructions shall be mounted in the compartment adjacent to the system.

NITROGEN BOTTLE

One (1) nitrogen cylinder with internal pressure gauge shall be mounted on the vehicle.

DRY CHEMICAL AGENT

((9)) 50-pound (22 kilograms) containers of Chem-Guard Purple K potassium based dry chemical shall be provided with the vehicle.

SPARE CHARGING CYLINDER

One (1) spare nitrogen cylinder shall be supplied and shipped loose with the vehicle.

SWING OUT HOSE REEL

The reel shall be mounted on a swing-out bracket system in a compartment on the right side of the vehicle to allow deployment of hose to the front of the vehicle.

HOSE REEL

A single agent hose reel shall be provided and mounted in a compartment on the right side of the vehicle.
The reel shall be supplied with a DC electric rewind and controls for the charging of the dry chemical system shall be located at the reel.

DRY CHEMICAL DISCHARGE

The reel shall be plumbed with dry chemical.

BOOSTER HOSE

The reel shall have a capacity of 150’ of “single agent” 1” rubber “booster” type hose for dry chemical use.

DRY CHEMICAL NOZZLE

The dry chemical hose reel discharge shall be supplied with a dry chemical nozzle.

PROPELLANT CYLINDER LIFTING SYSTEM

An AC 120 volt electric winch system shall be provided to assist in installation and change of the agent propellant cylinder. The lift system shall meet the intent of FAA and NFPA guidelines whereas to allow for servicing by one (1) person standing from ground level.

CHASSIS ELECTRICAL SYSTEM

Starter:	24 Volt DC starting
Chassis lighting	24 Volt DC lighting

Maintenance Switch:	A battery disconnect-isolator switch is provided and shall be mounted near the batteries. The switch will prevent starting of the vehicle during maintenance and will be wired so as to not interrupt the major power supply to the vehicle's starter.
Remote voltmeter:	A remote voltmeter energized by a switch shall be provided adjacent to the auto eject shoreline.

ALTERNATOR

A high capacity 24-volt 150-amp alternator shall be provided meeting FAA 5220-10E and NFPA 414. The alternator shall include warning light in the cab to indicate alternator failure.

BATTERY SYSTEM

Two (2) 12-volt maintenance-free batteries with frame rail mounted carrier on left rear side of vehicle wired in series 24 volt. The system shall have sufficient cold cranking battery capacity that meets the engine manufacturer’s recommendation for the lowest ambient starting temperature.

JUMP/CHARGING STUDS

Battery jump studs shall be installed on the exterior rear area of the vehicle near battery box.

COOLANT HEATER

A 110 volt coolant heater shall be provided and plumbed in the coolant system to aid in cold weather starts.

The heater shall be wired to the shoreline.

110V BATTERY CONDITIONER/AUX AIR COMPRESSOR

A 110-VAC battery conditioner shall be furnished and installed on the vehicle. The battery conditioner shall be wired to maintain the chassis battery system when the vehicle is parked.

An auxiliary air compressor shall be provided. The air compressor shall maintain the air brake system at operating pressure to allow immediate start-up and operational readiness.

110V AUTO-EJECT QUICK DISCONNECT

One (1) 20-amp Kussmaul Super 20 Auto-Eject quick disconnect plug/socket for the required on-board electrical components shall be installed at the left side rear face exterior of the vehicle.

Left side rear face

WIRING

All wiring shall be numbered or color or function-coded for proper identification. Wiring shall be of stranded conductors and of a wire gauge commensurate with the anticipated maximum electrical load of the circuit.

Wires shall be insulated in accordance with the applicable standards of the Society of Automotive Engineers (SAE).

All connections shall be made with lugs or terminals mechanically secured to the conductors.

Wiring shall be secured in place and protected from heat, oil, lubricants, fire- fighting agents, and physical damage. Appropriate circuit breakers shall be provided. Circuit breaker panels shall be easily accessible for service. A copy of this diagram shall also be included in the maintenance manual.

Where wiring passes through sheet metal or structural components, rubber grommets shall be used to protect wiring and wiring looms. Precaution must be taken in all areas to guard against chafing or excessive strain.

AIR AUTO-EJECT

A Kussmaul Auto-Eject air connection shall be supplied on the left side rear exterior of the vehicle to permit charging of the air tanks from an external air source.

Left side rear face

EMERGENCY WARNING LIGHT SYSTEM

The vehicle shall have a custom integrated warning light system that conforms to the parameters of NFPA 414 and FAA Advisory Circular #150-5220-10E and shall consist of the following:

Rosenbauer will provide an upper and lower emergency lighting system custom designed for the vehicle that is integrated into the body structure to provide illumination in a 360 pattern around the vehicle. The lighting system shall consist of high intensity LED flashers set in a varying flashing pattern.

Integrating the lighting system into the body structure eliminates the need to position varying styles of light bars on the vehicle and the utilization of LED flashing units assures high visibility, minimal maintenance and long bulb life.

WARNING LIGHT COLOR

The lights shall be red in color.

LOWER WARNING DISSABLE SWITCH

A switch shall be provided in the cab to disable the lower warning lights

AIR TRAFFIC WARNING LIGHTS

Two (2) amber LED lights shall be mounted on top of the vehicle, one (1) at the left front and one (1) at the right rear.

VEHICLE RUNNING LIGHT SYSTEM

Lower vehicle clearance marker lights, with reflectors shall be furnished and installed.

HEADLIGHTS

Four (4) Front high intensity head lamps w/ high/low beam (two pairs).

WIG-WAG HEADLIGHT FLASHER

A wig-wag flasher shall be installed in the headlights. The wig-wag headlight flasher shall activate when the vehicle parking brake is released, and the Master Warning Light Switch is “ON”.

CAB INTERIOR LIGHTS

Three (3) interior cab dome lights selectable between red and white lens illumination and capable of manual or automatic operation shall be installed.

BRAKE/TAILLIGHTS

Red LED rear face upper lights with reflector shall be installed. These lights shall function as stop lights and taillights.

REVERSE LIGHTS

Two (2) LED white, reversing lights shall be installed. These lights shall illuminate when the vehicle transmission is placed in reverse.

DIRECTION INDICATING LIGHTS

LED directional (signal) indicators front and rear shall be installed. These lights shall also function as road hazard warning lights.

LICENSE PLATE

A lighted license plate bracket shall be installed at the front and rear.

No Fog Lights (Provide Cover)

COMPARTMENT LIGHTS

Each compartment will be supplied with weatherproof LED strip lights that are switched to automatically light when compartment doors are opened, and the vehicle master switch is in the “on” position. This includes pump, undertank, and engine compartments.

UNDER TRUCK LIGHTING

Under truck lights shall be provided under the engine module allowing proper area work lighting around the rear of the vehicle. The system shall be wired to the vehicle’s parking brake to activate whenever the parking brake is set.

Under cab lighting shall be provided wired to activate with the cab doors opening when the interior cab dome light is in the door/center position.

DECK AND WORK LIGHTS

Upper deck of the truck and work surface lighting around the vehicle shall be provided. The system shall be wired to the vehicle’s parking brake to activate whenever the parking brake is set.

FORWARD SCENE LIGHTS

Two (2) 24V-DC powered LED scene lights shall be mounted on the forward cab roof to provide illumination of the work areas forward of the vehicle. These lights shall be operated by a single cab mounted switch.

LED SCENE LIGHTS

A total of four (4) high mounted 24-volt LED floodlights shall be provided and mounted two (2) each side of the vehicle controlled from a switch in the cab.

WARNING SIGNS

Signs that state "Occupants must be seated and wearing a seat belt when apparatus in in motion" will be provided in locations that are visible from each seated postion.

30° ELBOW W/ SWIVEL RL FEMALE X MALE

Side A: 5"

Side A Thread Options:
- NH-NST
-

Side B:
- 5"

Side B Thread Options:
- NH-NST

Finish Type Elbow:
- POWDER COAT

Powder Coat Color:
- -P15: Powder Coat Black Wrinkle (Standard)

Finish Type Adapter:
- POWDER COAT

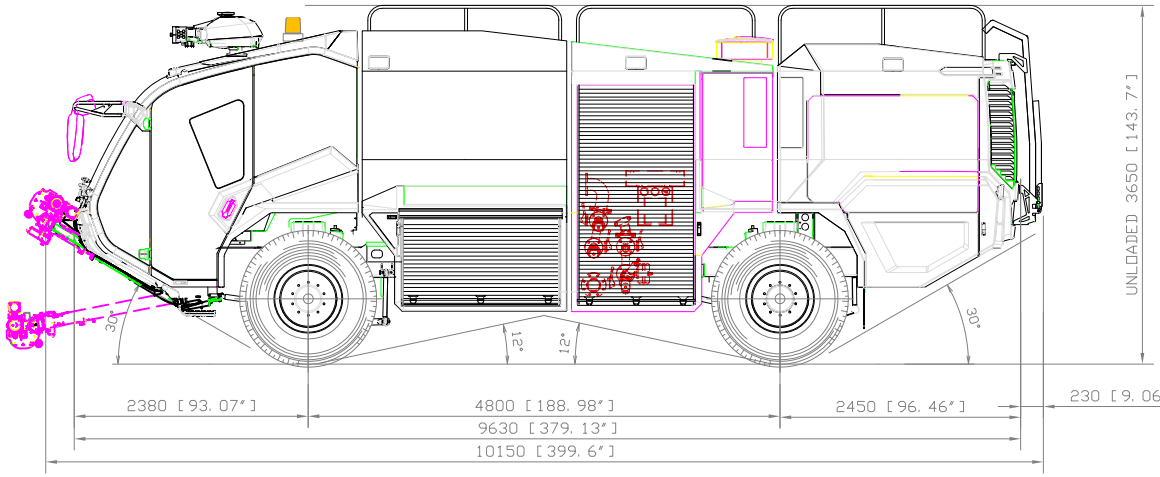
Powder Coat Color - Copy:
- -P15: Powder Coat Black Wrinkle (Standard)

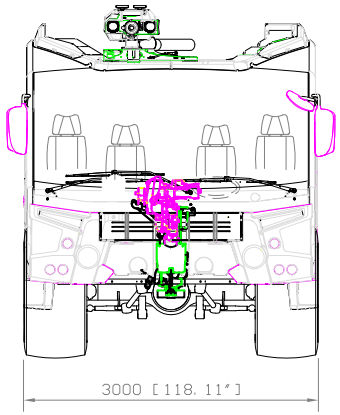
Laser Engraving:
- None

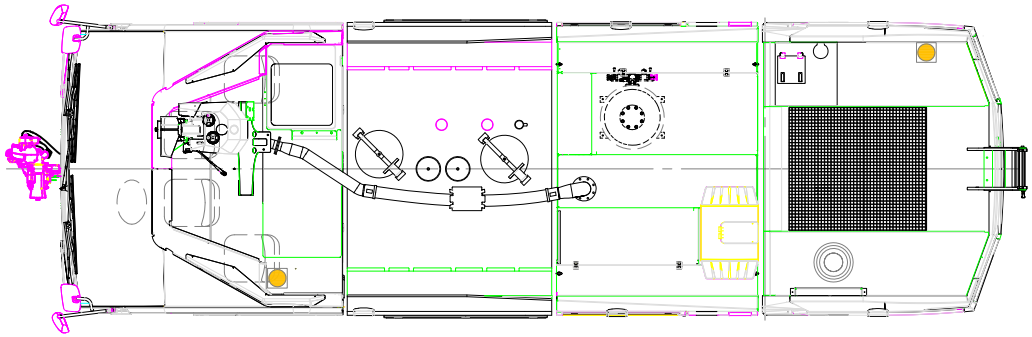
30° ELBOW W/ SWIVEL RL FEMALE X MALE ** WITH CAP

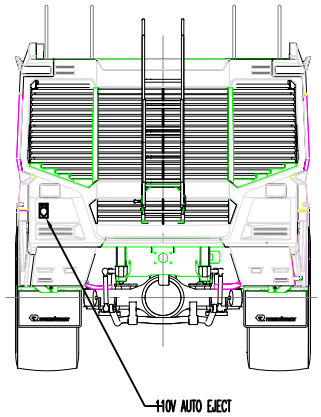
2.5 NST (F) 30 Degree Elbow, Swivel with Plug, Aux Intake

30° Elbow w/ Swivel ** With Plug









CHASSIS	58863 GVWR 4x4	MONITOR	RM 35 +RM 35HVLA
CREW	up to 1 + 5	DRY CHEMICAL UNIT	500 LB.
TANK CAPACITY WATER	up to 1600 GAL.	TIRES	24.00 R 21
TANK CAPACITY FOAM	up to 210 GAL.		
PUMP UNIT	N80 + FIXMIX 2.0		

ROSENBAUER MN
5181 260TH ST.
WYOMING, MN 55092

rosenbauer

DIESE ZEICHNUNG KANN ZUSATZAUSRÜSTUNGEN ENTHALTEN, DIE NICHT IM PREIS INBEGRIFFEN SIND.

THIS DRAWING MAY SHOW OPTIONAL ACCESSORIES WICH ARE NOT INCLUDED IN THE PRICE.

FAHRZEUG BELASTET GEZEICHNET. ALLE BELADUNGSABHÄNGIGEN MASSE KÖNNEN AUFGRUND DER TOLERANZEN DER FAHRGESTELLHERSTELLER UM ±40 mm ABWEICHEN.

VEHICLE IS SHOWN LOADED. OWING TO THE CHASSIS MANUFACTURER'S TOLERANCES, ALL LOAD-DEPENDENT MEASUREMENTS MAY VARY BY ±40

DIE MIT DIESEM DOKUMENT WEITERGEGEBENEN INFORMATIONEN, DATEN UND KENNTNISSE DÜRFEN VOM EMPFÄNGER NUR IM ZUSAMMENHANG MIT DEM FÜR DIE ZEICHNUNGSERSTELLUNG AUSLÖSENDEN GEMEINSAMEN PROJEKT MIT ROSENBAUER VERWENDET WERDEN. NACH BESSEN BEENDIGUNG VERPFLICHTET SICH DER EMPFÄNGER DIESE WEDER FÜR EIGENE NOCH FÜR FREMDE ZWECKE ZU BENUTZEN. EINE WEITERGABE OHNE SCHRIFTLICHE ZUSTIMMUNG DURCH ROSENBAUER IST AUSDRÜCKLICH UNTERSAGT. AUS DER KENNTNIS DER HIERMIT ÜBERGEBENEN INFORMATIONEN UND DES KNOW-HOWS DÜRFEN VOM EMPFÄNGER IM HINBLICK AUF SCHUTZRECHTSANMELDUNGEN KEINE RECHTE, INSBESONDERE KEINE RECHTE AUF VORBENUTZUNG GELTEND GEMACHT WERDEN. WIR WAHREN UNSERE RECHTE!

THE RECIPIENT MAY ONLY USE THE INFORMATION, DATA AND KNOW-HOW PROVIDED IN THIS DOCUMENT IN CONNECTION WITH THE „JOINT PROJECT WITH ROSENBAUER FOR WHICH THIS DRAWING WAS CREATED. THE RECIPIENT UNDERTAKES NOT TO USE THE PROVIDED INFORMATION FOR ITS OWN PURPOSES OR FOR THIRD PARTIES. THE DISCLOSURE OF INFORMATION WITHOUT ROSENBAUERS PRIOR WRITTEN CONSENT IS PROHIBITED. IN VIEW OF INTELLECTUAL PROPERTY THE RECIPIENTMAY NOT DERIVE ANY RIGHTS, IN PARTICULAR NO PRIOR USE RIGHTS. ALL RIGHTS RESERVED!

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f			ÄNDERUNGEN VORBEHALTEN		DRAWING NOT BINDING
e			MASSSTAB/SCALE	0 1000 mm 2000 mm	
d					
c					
b			BEZ. 1/TITLE 1	PROPOSED -	
a			BEZ. 2/TITLE 2	PANTHER 4x4 NEW	
	DATUM/DATE	NAME	ERSATZ FÜR/EXCHANGE FOR	ZEICHNUNG NR./DRAWING NO.	BLATT/SHEET
△	ÄNDERUNG/REVISION	△			
GEZ DRAWN	12/05/16	JPD	ERSETZT DURCH/REPLACED BY	P6693-01	1/1
GEPR CHECKED	12/05/16	JPD			

FIRE APPARATUS WARRANTY

ROSENBAUER MINNESOTA, LLC, warrants each new ARFF fire apparatus manufactured by ROSENBAUER MINNESOTA, LLC for a period of ONE YEAR from the date of delivery.

Under this warranty we agree to furnish any parts to replace those that have failed due to defective material or workmanship where there is no indication of abuse, neglect, unusual or other than normal service providing that such parts are, at the option of ROSENBAUER MINNESOTA, LLC made available for our inspection at our request, returned to our factory or other location designated by us with transportation prepaid within thirty days after the date of failure or within one year from the date of delivery of the apparatus to the original purchaser, whichever occurs first, and inspection indicates the failure was attributed to defective material or workmanship.

All warranty work performed must be completed at the ROSENBAUER MINNESOTA, LLC or a ROSENBAUER MINNESOTA, LLC approved service center. The expense of any transportation to or from the factory or approved service center shall be borne by the purchaser and is not an item covered under this warranty.

The warranty on the engine and other chassis supplied components, water tank, generator, electrical components and other devices not manufactured by ROSENBAUER MINNESOTA, LLC is limited to the warranty and warranty terms of the manufacturer thereof.

This warranty shall not apply to any fire apparatus which has been repaired or altered outside our factory in any way, which in our opinion might affect its stability or reliability.

This warranty shall not apply to those items which are usually considered normal maintenance and upkeep services, including, but not limited to, electrical lamps, valve seals, normal lubrication and/or proper adjustment of minor items.

This warranty is in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part. We neither assume nor authorize any person to assume for us any liability in connection with the sales of our apparatus unless made in writing by ROSENBAUER MINNESOTA, LLC.

NOTE: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

Publication No. 7747249
January 1, 2016

Warranty Information
US EPA/CARB Type-approved Engines

Industrial and Power Generation Power Systems Parts and Accessories

Includes:
- *Power Systems Warranty Statement*
- *Parts and Accessories Warranty Statement*
- *Registration Update Form*

VOLVO PENTA®

Quality. Safety. Environmental Care. These are Volvo Penta's core values and our commitment to you, the Volvo Penta owner. From engineering design and manufacturing to support activities in Parts, Service, and Sales, we have set ourselves high standards to ensure your satisfaction with your Volvo Penta product.
The coverage detailed in this Warranty Booklet demonstrates the confidence and quality commitment we have in our product. Take the time to review your responsibilities as an owner, as well as Volvo Penta's obligations and responsibilities under the terms of your limited warranty. Your Operator's Manual fully explains the operation and required maintenance of your Volvo Penta power package; it should be reviewed by you and others who operate this equipment.

Volvo Penta on the Web

Volvo Penta is located on the world-wide web at www.volvopenta.com

Dealer Locator Number

For the name of your nearest authorized Volvo Penta Dealer consult your yellow pages, call toll free 1-800-522-1959 (USA only), or visit www.volvopenta.com.

Warranty Coverage

Your Volvo Penta warranty coverage starts on the day you take possession of your new Power System regardless of how or when you use your Power System. On the day your new Power System is delivered, the Volvo Penta dealer should register the product using Volvo Penta's online Product Center. To enable you to assert your rights in connection with this warranty, our dealers will check warranty validity in the Product Center. For your convenience, the dealer can supply a printed copy of the warranty registration for safekeeping in the CD folder which contains additional warranty information. If your Power System is not warranty registered at the time of delivery by your selling dealer, you will be asked to present written proof of ownership and/or delivery date to obtain warranty coverage. For warranty coverage of repair parts or accessories, a copy of the relevant invoice or receipt is valid as proof of the in-service date. Contact your Volvo Penta dealer if you have not received an Operator's Manual or if you are uncertain whether product registration has been carried out.

Transfer of Ownership

The Volvo Penta Limited Warranty is transferable to subsequent engine owners at no charge. If there is a change of ownership or address, complete the Product Registration Update Form located in the back of this booklet and mail to Volvo Penta.

If You Have a Problem

Your satisfaction with our products and dealer services is important. Volvo Penta takes pride in producing durable, reliable products, and our efforts are supported by a strong dealer network. If you have questions about service or your Product's performance, your Volvo Penta dealer will be happy to answer them. There may be times though, that in spite of the best intentions, differences develop between a Product's owner and a dealer. If this happens to you, Volvo Penta and your dealer will work together to pursue a reasonable resolution.

Extended Protection

Extended protection coverage may be available for your Industrial product. Contact your Volvo Penta dealer for more information and ask about *IXC*.

If you experience a problem with your Volvo Penta product:

Maintain a written record of events (the problem, related conversations/with whom, important dates, etc.), as well as any supporting documents (invoices, work orders, etc.). Then, take the following steps:

1. Discuss the matter with the appropriate department manager at the dealership (e.g., Service Manager, Parts Manager, etc.). Explain exactly what caused the problem and ask what action will be taken.

If the matter remains unresolved after a reasonable amount of time:

2. Discuss the matter with the Dealer Principal (usually the owner or co-owner of the dealership). Explain what occurred in step 1.

If the matter is not resolved within a reasonable amount of time:

3. Contact Volvo Penta Consumer Relations at:

Volvo Penta of the Americas, LLC
1300 Volvo Penta Drive
Chesapeake, VA 23320
(866) 273-2539
(757) 436-5150 FAX

Volvo Penta Canada
7972 Enterprise Street
Burnaby, BC V5A 1V7
(604) 872-7511
(604) 872-4606 FAX

Please be prepared to provide the following information:

- Your name, address, and daytime telephone number.
- The Volvo Penta product model and serial number for each Volvo Penta component in the power package. Check your operator's manual for the serial number plate location.
- Date of purchase.
- Current engine operating hours.
- Selling and/or Servicing Dealer's name.
- Description of the problem.
- Your service and maintenance records

Volvo Penta of the Americas, LLC

1300 Volvo Penta Drive
Chesapeake, VA 23320

POWER SYSTEMS ENGINE *LIMITED* WARRANTY (Includes Industrial and Power Generation)

What is Warranted

Variable Speed (VE) Off-Road and Stationary Use - Volvo Penta of the Americas, Inc., warrants that new Power Systems packages will be free from defects in material or workmanship for a period of twenty-four (24) months or 3,000 hours, whichever occurs first (with the first twelve (12) months at unlimited running hours). In addition to the base engine warranty, the following base engine components are warranted for an additional twelve (12) months or a total of 12,000 operating hours, whichever occurs first: cylinder block, crankshaft, intake manifold, exhaust manifold, fresh water pump housing, flywheel, flywheel housing, front transmission cover, oil pan, and connection rod forging. During the second year of the warranty period, warrantable parts that are progressively damaged by non-covered parts are not covered by this warranty.

Prime Power Use (GE Gen Set Prime Power) - Volvo Penta of the Americas, Inc., warrants that new Power Systems packages will be free from defects in material or workmanship for a period of twelve (12) months with no hour limitation. In addition to the base engine warranty, the following base engine components are warranted for an additional twelve (12) months or a total of 12,000 operating hours, whichever occurs first: cylinder block, crankshaft, intake manifold, exhaust manifold, fresh water pump housing, flywheel, flywheel housing, front transmission cover, oil pan, and connection rod forging. During the second year of the warranty period, warrantable parts that are progressively damaged by non covered parts are not covered by this warranty.

Stand-by Use - Volvo Penta of the Americas, Inc., warrants that new Power Systems packages will be free from defects in material or workmanship for a period of twenty-four (24) months or a total of 1,000 operating hours, whichever occurs first. In addition to the base engine warranty, the following base engine components are warranted for an additional twenty-four (24) months or a total of 3,000 hours, whichever occurs first: cylinder block, crankshaft, intake manifold, exhaust manifold, fresh water pump housing, flywheel, flywheel housing, front transmission cover, oil pan, and connection rod forging. During the third and fourth years of the warranty period, warrantable parts that are progressively damaged by non covered parts are not covered by this warranty.

Fire Pump Use - Volvo Penta of the Americas, Inc., warrants that new Power Systems packages will be free from defects in material or workmanship for a period of twenty-four (24) months or a total of 1,000 operating hours, whichever occurs first.

Warranty travel time coverage is limited to 500 miles and 10 hours per repair from the nearest servicing Volvo Penta Power Systems Distributor or Dealer.

The warranty commences on the date of delivery to the first retail purchaser, from the date put into service as a dealer demonstrator, the date first placed in rental service, or on the first day of the 25th month from the date of shipment from Volvo Penta, whichever occurs first, and applies only to warranted defects first arising and reported to Volvo Penta or one of its authorized service dealers during the applicable warranty period. During the warranty period, the warranty is transferable to subsequent owners. Volvo Penta products are eligible for this warranty coverage only if registered with Volvo Penta. Submission of the warranty registration in Volvo Penta's Product Center or other suitable, dated, proof of purchase is required for registration and to obtain warranty coverage. A copy of the registration from the Product Center can be printed out by a Volvo Penta dealer.

Any part of the Volvo Penta engine that is covered by this warranty and that is found in the reasonable judgment of Volvo Penta to be defective in materials or workmanship will be repaired or replaced at Volvo Penta's option. If a problem occurs, the owner must contact an authorized Volvo Penta Power Systems Distributor or Dealer as soon as possible. All repairs (except for those listed under *What is Not Covered by the Warranty)* will be made by the authorized Volvo Penta Power Systems Distributor or Dealer at no charge during the warranty period. Repairs will be made within a reasonable period of time during the dealer's normal business hours. Parts replacement will be made using genuine new or remanufactured Volvo Penta parts. Volvo Penta's responsibility in respect to warranty claims is limited to making the required repairs or replacements. Parts used in repairs under this warranty will assume the identity of the warranted part being replaced and are entitled to the remaining coverage hereunder.

LIMITATION AND DISCLAIMER OF IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS

TO THE EXTENT PERMITTED BY APPLICABLE LAWS:

1. **VOLVO PENTA DOES NOT MAKE ANY IMPLIED WARRANTY OF MERCHANTABILITY AS TO ANY PRODUCT OR PART, WHETHER OR NOT THAT PRODUCT OR PART IS COVERED BY ANY EXPRESS WARRANTY CONTAINED HEREIN;**
2. **VOLVO PENTA DOES NOT MAKE ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF;**
3. **IN THOSE JURISDICTIONS WHERE IMPLIED WARRANTIES MAY NOT BE DISCLAIMED, ANY IMPLIED WARRANTY IS LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTIES DESCRIBED IN THIS WARRANTY STATEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**
4. **THE REPAIR OR REPLACEMENT OF PARTS OR THE PERFORMANCE OF SERVICE UNDER THIS WARRANTY DOES NOT EXTEND THE LIFE OF THIS WARRANTY BEYOND ITS ORIGINAL EXPIRATION DATE.**

What is Not Covered by the Warranty

- This warranty does not cover Bosch fuel injection equipment or Bosch electrical components. These items are warranted separately by the Robert Bosch Corp.
- This warranty does not cover any Volvo Penta product that has been subject to misuse, neglect, accident or that has been improperly installed, operated, or maintained.
- This warranty does not cover Volvo Penta product sold or transferred as part of an AS IS transaction without warranties.
- This warranty does not apply to any damage that is the result of rust, corrosion, or prolonged or improper storage.
- This warranty does not cover any Volvo Penta product that has been altered or modified so as to adversely affect its operation, performance or durability or that has been altered or modified to change its intended use.
- This warranty does not extend to repairs made necessary by normal wear and tear, or by the use of parts, accessories, lubricants, or fuels which, in the reasonable judgment of Volvo Penta, are either incompatible with the Volvo Penta product or adversely affect its operation, performance, or durability.
- This warranty does not cover travel or transportation exceeding 500 miles and 10 hours travel time per repair from the nearest servicing Volvo Penta Power Systems Distributor or Dealer.
- This warranty does not cover charges for fuel or lubricant usage, rental costs of any type, removal from or reinstallation of the product, or excessive time necessary to gain service access.
- This warranty does not cover other incidental or consequential expenses including loss of use of the engine, loss of income, or inconvenience.
- Covered parts that are damaged from non-covered parts are not covered by this warranty.
- This warranty does not cover pre-delivery inspection labor and any parts expense.
- This warranty does not cover first service inspection labor and any parts expense.

Owner's Responsibility

As the Volvo Penta Power System owner, you are responsible for the performance of the required maintenance listed in your operator's manual. Volvo Penta recommends that you retain all receipts covering maintenance on your engine. This record of proper maintenance may be required to determine warranty coverage on certain repairs and should be transferred to each subsequent owner. While Volvo Penta cannot deny warranty coverage solely for the lack of receipts or your failure to ensure the performance of all scheduled maintenance, Volvo Penta may deny coverage if your Volvo Penta engine or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

You are responsible for presenting your Volvo Penta product to a Volvo Penta authorized distributor or dealer as soon as a problem exists and use all reasonable means to protect the product from further damage. The warranty repairs will be completed in a reasonable amount of time.

If you have any questions regarding your warranty rights and responsibilities, you should contact Volvo Penta Consumer Relations, Volvo Penta of the America's, 1300 Volvo Penta Drive, Chesapeake, VA 23320. Our telephone number is 1-866-273-2539.

Other Information

This warranty is only valid for products type-approved for conformity with US EPA or California ARB regulations. The warranty (if any) for Products without US EPA or California ARB type-approvals operated outside these areas is described in the AB Volvo International Warranty statement. Copies of the International Warranty Statement are available from Volvo Penta Consumer Relations.

Note: Outside the U.S. and Canada, there may be additional charges based on local practices and conditions. These charges may include, but are not limited to; freight, insurance, taxes, import duties, and/or other financial charges, including those levied by local governments and their respective agencies. These charges are not covered by the Volvo Penta Limited Warranty and are the responsibility of the retail purchaser.

Volvo Penta reserves the right to change or improve the design of any Volvo Penta product without assuming any obligation to modify any Volvo Penta product previously manufactured.

In certain areas, this product may also be covered by an emissions system warranty. Please refer to the emissions system warranty statement supplement. Copies may be obtained from Volvo Penta Consumer Relations at the address on page two of this document.

REMEDIES AND EXCLUSION OF CERTAIN DAMAGES

Any part of the Volvo Penta engine or power system that is covered by this warranty and that is found in the reasonable judgment of Volvo Penta to be defective in materials or workmanship will be repaired or replaced at Volvo Penta's option. If a problem occurs, the owner must bring the product to an authorized Volvo Penta Service Dealer in a timely manner. All repairs (except for those listed under *What is Not Covered by the Warranty)* will be made by an authorized Volvo Penta Service Dealer at no charge during the warranty period. Repairs will be made within a reasonable period of time during the dealer's normal business hours. Parts replacement will be made using genuine new or remanufactured Volvo Penta parts. Volvo Penta's responsibility with respect to warranty claims is limited to making the required repairs or replacements. All parts will be shipped via standard ground methods. Engines or parts provided under this warranty assume the identity of the engine or part being replaced, and are entitled to the remaining warranty coverage only.

THE REPAIR AND REPLACEMENT REMEDIES DESCRIBED IN THIS WARRANTY STATEMENT ARE THE OWNER'S SOLE AND EXCLUSIVE REMEDY. IN NO EVENT SHALL VOLVO PENTA BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY. THE TERMS, LIMITATIONS AND DISCLAIMERS CONTAINED IN THIS LIMITED WARRANTY, AS WELL AS THOSE DOCUMENTS PREPARED IN CONJUNCTION WITH THE SALE OF VOLVO PENTA PRODUCTS, MAY NOT BE MODIFIED, ALTERED, OR WAIVED BY ANY ACTION, INACTION OR REPRESENTATIONS, WHETHER ORAL OR IN WRITING, EXCEPT UPON THE EXPRESSED, WRITTEN AUTHORITY OF A MANAGEMENT LEVEL EMPLOYEE OF VOLVO PENTA.

Volvo Penta of the Americas, LLC

1300 Volvo Penta Drive
Chesapeake, VA 23320
757.436.5100

REPLACEMENT PARTS AND ACCESSORIES LIMITED WARRANTY

What is Warranted

Volvo Penta of the Americas, LLC warrants that all new or factory remanufactured parts and accessories sold and installed by an authorized Volvo Penta Dealer or Distributor will be free from defects in material or workmanship for a period of two (2) years from the date of sale with the following hour limitations: Industrial products, prime power and VE 3,000 hours, Industrial Products “Stand-by” and fire pump 1,000 hours.

Volvo Penta of the Americas, LLC warrants that all new or factory remanufactured parts and accessories sold by, but not installed by, a Volvo Penta Dealer or Distributor will be free from defects in material or workmanship for a period of one (1) year from the date of sale.

Volvo Penta of the Americas, LLC warrants that all new parts and accessories sold and installed by an authorized Volvo Penta Dealer, Distributor, or Original Equipment Manufacturer (OEM) as part of an engine package, and installed prior to hand-over to the end-customer, will be free from defects in material or workmanship for a period of two (2) years from the date of commissioning (delivery) of the Product and will carry the same hour limitations as the applicable new-product warranty.

The warranty commences on the date the part or accessory is first sold or installed by an authorized Volvo Penta Dealer or Distributor, or if installed in new equipment by an Original Equipment Manufacturer, the date of first retail purchase or from the date put into service as a demonstrator and applies only to warranted defects first arising and reported to Volvo Penta or one of its authorized service centers during the applicable warranty period. During the warranty period, the warranty is transferable to subsequent owners. Suitable dated proof of purchase such as a retail receipt or work order is required to obtain warranty coverage.

Parts used in repairs under this warranty will assume the identity of the warranted part being replaced and are entitled to the remaining coverage hereunder.

LIMITATION AND DISCLAIMER OF IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS

TO THE EXTENT PERMITTED BY APPLICABLE LAWS:

1. **VOLVO PENTA DOES NOT MAKE ANY IMPLIED WARRANTY OF MERCHANTABILITY AS TO ANY PRODUCT OR PART, WHETHER OR NOT THAT PRODUCT OR PART IS COVERED BY ANY EXPRESS WARRANTY CONTAINED HEREIN;**
2. **VOLVO PENTA DOES NOT MAKE ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF;**
3. **IN THOSE JURISDICTIONS WHERE IMPLIED WARRANTIES MAY NOT BE DISCLAIMED, ANY IMPLIED WARRANTY IS LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTIES DESCRIBED IN THIS WARRANTY STATEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**
4. **THE REPAIR OR REPLACEMENT OF PARTS OR THE PERFORMANCE OF SERVICE UNDER THIS WARRANTY DOES NOT EXTEND THE LIFE OF THIS WARRANTY BEYOND ITS ORIGINAL EXPIRATION DATE.**

What is Not Covered by the Warranty

- Volvo Penta parts that were sold as part of an engine or power systems package.
- any Volvo Penta product that has been subject to misuse, neglect, accident, or that has been improperly installed, operated, or maintained. This warranty does not apply to any damage that is the result of rust or corrosion.
- any Volvo Penta product that has been used for racing or in the preparation for racing; has been altered or modified so as to adversely affect its operation, performance or durability; or that has been altered or modified to change its intended use.
- any Volvo Penta product sold or transferred in an AS IS transaction without warranties.
- costs to modify fuel systems or other components needed to meet local altitude requirements.
- repairs made necessary by normal wear and tear, or by the use of parts, accessories, lubricants, or fuels which, in the reasonable judgment of Volvo Penta, are either incompatible with the Volvo Penta product or adversely affect its operation, performance, or durability.
- travel to or from the product or transportation of the product to and from the servicing dealer or distributor; charges for towing, storage, fuel or lubricant usage, premium (air or overnight) freight charges; rental costs of any type; and excessive time necessary to gain service access, or any other incidental or consequential expenses including loss of use of the engine or drive train, loss of income, or inconvenience.

- labor charges for removal or reinstallation of the failed part or accessory unless the part or accessory was originally installed by an authorized Volvo Penta Dealer, Distributor or Original Equipment Manufacturer.
- Covered parts that are damaged by non-covered parts.

Owner's Responsibility

The operation, maintenance, and care of the Volvo Penta part or accessory must follow the same guidelines established for the engine and power systems package as outlined in the Operator's Manual and are the owner's responsibility. You shall use all reasonable means to protect the Product from further damage. The owner must keep records of all maintenance services performed. This record of proper maintenance and service may be required to determine warranty coverage on certain repairs and should be transferred to each subsequent owner. If you are not sure of the proper maintenance procedures, contact the Volvo Penta Service Department.

If you have any questions regarding your warranty rights and responsibilities, you should contact Volvo Penta at Volvo Penta of the America's, 1300 Volvo Penta Drive, Chesapeake, VA 23320. Our telephone number is 1-866-273-2539.

Other Information

This warranty is only valid for products type-approved for conformity with US EPA or California ARB regulations The warranty (if any) for parts and accessories without US EPA or California ARB type-approvals is described in the AB Volvo International Warranty statement. Copies of the International Warranty Statement are available from Volvo Penta.

Note: Outside the U.S. and Canada, there may be additional charges based on local practices and conditions. These charges may include, but are not limited to, freight, insurance, taxes, import duties, and or other financial charges including those levied by local governments and their respective agencies. These charges are not covered by the Volvo Penta Warranty and are the responsibility of the retail purchaser.

Volvo Penta reserves the right to change or improve the design of any Volvo Penta product without assuming any obligation to modify any Volvo Penta product previously manufactured.

To obtain copies of this warranty, please contact Volvo Penta of the Americas, Inc. at the address listed above.

REMEDIES AND EXCLUSION OF CERTAIN DAMAGES

Any Volvo Penta part or accessory that is covered by this warranty and that is found in the reasonable judgment of Volvo Penta to be defective in materials or workmanship will be repaired or replaced at Volvo Penta's option. If a problem occurs, the owner must bring the part or accessory to an authorized Volvo Penta Dealer or Distributor as soon as possible. All repairs (except for those listed under *What is Not Covered by the Warranty*) will be made by an authorized Volvo Penta Dealer or Distributor at no charge during the warranty period. Repairs will be made within a reasonable period of time during the dealer or distributor's normal business hours. Parts replacement will be made using genuine new or remanufactured Volvo Penta parts. Volvo Penta's responsibility with respect to warranty claims is limited to making the required repairs or replacements. All parts will be shipped via standard ground methods. Labor to remove and replace the part or accessory will only be covered if the part or accessory was originally installed by an Authorized Volvo Penta Dealer, Distributor or Original Equipment Manufacturer.

THE REPAIR AND REPLACEMENT REMEDIES DESCRIBED IN THIS WARRANTY STATEMENT ARE THE OWNER'S SOLE AND EXCLUSIVE REMEDY. IN NO EVENT SHALL VOLVO PENTA BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY. THE TERMS, LIMITATIONS AND DISCLAIMERS CONTAINED IN THIS LIMITED WARRANTY, AS WELL AS THOSE DOCUMENTS PREPARED IN CONJUNCTION WITH THE SALE OF VOLVO PENTA PRODUCTS, MAY NOT BE MODIFIED, ALTERED, OR WAIVED BY ANY ACTION, INACTION OR REPRESENTATIONS, WHETHER ORAL OR IN WRITING, EXCEPT UPON THE EXPRESSED, WRITTEN AUTHORITY OF A MANAGEMENT LEVEL EMPLOYEE OF VOLVO PENTA.

Volvo Penta of the Americas, LLC
1300 Volvo Penta Drive
Chesapeake, VA 23320
Ph: 757-436-2800
Fax: 757-436-5152
Email: vpa.warrantyadministration@volvo.com

2026-105 ATTH.03

PRODUCT REGISTRATION UPDATE FORM

This form is to be used to update owner information with Volvo Penta of the Americas in the event of a change of address or transfer of ownership. Mail, fax, or e-mail to the above address.

Product Information:

Engine serial number(s) _____

Other components serial number(s) _____

Request type:

☐ Change of address ☐ Change of ownership

New owner and / or new address information (proof of ownership required):

Name _____

Address _____

City _____ State _____ ZIP _____

For transfer of ownership only:

Original owner (if known) _____

Reselling dealer (if any) _____ Transfer date _____

Contact in the event additional information is needed (proof of ownership required):

Contact Name _____

Telephone _____ Fax _____ E-Mail _____

Volvo Penta of the Americas, LLC
1300 Volvo Penta Drive
Chesapeake, VA 23320

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TWIN DISC, INCORPORATED
Limited Warranty
LIMITATIONS OF REMEDIES AND LIMITATION OF OTHER WARRANTIES

Index No. :	Title
TDWP-4007 **January 1, 2023**	**Supplementary Warranty Terms for AIRPORT RESCUE FIRE FIGHTING VEHICLES**

A. Twin Disc, Incorporated warrants all assembled products and parts, (except component products or parts on which written warranties issued by the respective manufacturers thereof are furnished to the original customer, as to which Twin Disc, Incorporated makes no warranty and assumes no liability) against defective materials or workmanship *for a period of thirty (30) months from the date of shipment by Twin Disc, Incorporated to original customer, but not to exceed twenty-four (24) months of service, whichever occurs first.*

This is the only warranty made by Twin Disc, Incorporated and is in lieu of any and all other warranties, express or implied, including the warranties of merchantability or fitness for a particular purpose and no other warranties are implied or intended to be given by Twin Disc, Incorporated.

The original customer does not rely upon any tests or inspections by Twin Disc, Incorporated or on Twin Disc, Incorporated's application engineering. Twin Disc, Incorporated is not responsible for any specific application, installation or performance standard. Any analysis program by Twin Disc, Incorporated based upon customer supplied information is done solely as an accommodation to the customer and is not to be interpreted or construed as an approval for specific application or installation or a guarantee of performance.

B. **The exclusive remedy provided by Twin Disc, Incorporated whether arising out of warranty within the applicable warranty period as specified, or otherwise (including tort liability), shall at the sole option of Twin Disc, Incorporated be either the repair or replacement of any Twin Disc, Incorporated part or product found by Twin Disc, Incorporated to be defective and the labor to perform that work and to remove and reinstall (or equivalent credit). In this context, labor is defined as the flat rate labor hours established by Twin Disc, Incorporated in the published Twin Disc Flat Rate Schedule, required to remove, disassemble, inspect, repair, reassemble, reinstall and test the Twin Disc, Incorporated product only. Authorized reasonable travel and living expenses will be considered for payment. Under no circumstances, including a failure of the exclusive remedy, shall Twin Disc, Incorporated be liable for economic loss, consequential, incidental or punitive damages**.

The above warranty and remedy are subject to the following terms and conditions:

1. Complete parts or products upon request must be returned transportation prepaid and also the claims submitted to Twin Disc, Incorporated within sixty (60) days after completion of the in warranty repair.
2. The warranty is void if, in the opinion of Twin Disc, Incorporated, the failure of the part or product resulted from abuse, neglect, improper maintenance or accident.
3. The warranty is void if any modifications are made to any product or part without the prior written consent of Twin Disc, Incorporated.
4. The warranty is void unless the product or part is properly transported, stored and cared for from the date of shipment to the date placed in service.
5. The warranty is void unless the product or part is properly installed and maintained within the rated capacity of the product or part with installations properly engineered and in accordance with the practices, methods and instructions approved or provided by Twin Disc, Incorporated.
6. The warranty is void unless all required replacement parts or products are of Twin Disc origin or equal, and otherwise identical with components of the original equipment. Replacement parts or products not of Twin Disc origin are not warranted by Twin Disc, Incorporated.

C. As consideration for this warranty, the original customer and subsequent purchaser agree to indemnify and hold Twin Disc, Incorporated harmless from and against all and any loss, liability, damages or expenses for injury to persons or property, including without limitation, the original customer's and subsequent purchaser's employees and property, due to their acts or omissions or the acts or omissions of their agents, and employees in the installation, transportation, maintenance, use and operation of said equipment.

D. Only a Twin Disc, Incorporated authorized factory representative shall have authority to assume any cost or expense in the service, repair or replacement of any part or product within the warranty period, except when such cost or expense is authorized in advance in writing by Twin Disc, Incorporated.

E. Twin Disc, Incorporated reserves the right to improve the product through changes in design or materials without being obligated to incorporate such changes in products of prior manufacture. The original customer and subsequent purchasers will not use any such changes as evidence of insufficiency or inadequacy of prior designs or materials.

F. If failure occurs within the warranty period, and constitutes a breach of warranty, repair or replacement parts will be furnished on a no charge basis and these parts will be covered by the remainder of the unexpired warranty which remains in effect on the complete unit.

Note: This document contains proprietary information and is not to be used in any manner detrimental to the interests of Twin Disc, Incorporated.

ROSENBAUER PUMP WARRANTY

ROSENBAUER MINNESOTA, LLC warrants, to the original buyer only, that products and parts manufactured by ROSENBAUER MINNESOTA, LLC will be free from defects in material and workmanship under normal use and service for a period of Five (5) years from the date the product is first placed in service, or five and one half years from the date of shipment by ROSENBAUER MINNESOTA, LLC, whichever period will be the first to expire; provided the buyer notifies ROSENBAUER MINNESOTA, LLC in writing, of the defect in said product within the warranty period, and said product is found by ROSENBAUER MINNESOTA, LLC to be conforming with the aforesaid warranty.

When required in writing by ROSENBAUER MINNESOTA, LLC, defective products must be promptly returned by the buyer to the ROSENBAUER MINNESOTA plant or at such other place as may be specified by ROSENBAUER MINNESOTA with transportation and other charges prepaid. An RGA is required for all products and parts and may be requested by phone, fax or mail. The aforesaid warranty excludes any responsibility or liability of ROSENBAUER MINNESOTA for:

(a) damages or defects due to accident, abuse, misuse, abnormal operating conditions, negligence, accidental causes or improper maintenance, or attributable to written specifications or instructions furnished by buyer;

(b) defects in products manufactured by others and furnished by ROSENBAUER MINNESOTA hereunder, it being understood and agreed by the parties that the only warranty provided for such products shall be the warranty provided by the manufacturer thereof which, if assignable, ROSENBAUER MINNESOTA will assign to the buyer, if requested by Buyer;

(c) any product or part, altered, modified, serviced or repaired other than by ROSENBAUER MINNESOTA, without its prior written consent;

(d) the cost of dismantling, removing, transporting, storing, or insuring the defective product or part and the cost of reinstallation;

(e) normal wear items (packing, strainers, filters, light bulbs, anodes, intake screens, etc)

All other warranties are excluded, whether expressed or implied by operation of law or otherwise, including all implied warranties of merchantability or fitness for purpose. ROSENBAUER MINNESOTA shall not be liable for consequential or incidental damages directly or indirectly arising or resulting from breach of any of the terms of this limited warranty or from the sale, handling, or use of any other product or part. ROSENBAUER MINNESOTA liability hereunder, either for breach of warranty or for negligence, is expressly limited at ROSENBAUER MINNESOTA option:

(A) to the replacement at the agreed point of delivery of any product or part, which upon inspection by ROSENBAUER MINNESOTA or its duly authorized representative, is found not to conform to the limited warranty set forth above, or

(B) to the repair of such product or part, or

(C) to the refund or crediting to buyer of the net sales price of the defective product or part.

Buyer's remedies contained herein are exclusive of any other remedy otherwise available to the buyer.

NOTE: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

Lifetime

Rosenbauer Water / Foam Tank

Service Warranty

Rosenbauer warrants that these goods manufactured and sold by Rosenbauer will be free from defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in an emergency re-sponse for fire suppression).

Every Rosenbauer Tank is inspected and tested before leaving our facility. Should your Rosenbauer Tank require service, please notify Rosenbauer via email, fax, in writing or by calling Rosenbauer at 1-877-543-5591. Please provide the serial number, a description of the service request, the location along with the phone number and name of the contact person. Our goal is to have scheduled work completed within a reasonable time period.

Under a valid warranty claim, Rosenbauer will cover the cost to repair the Tank including the customary and reasonable costs to make the tank accessible such as the removal and reinstallation of the tank if authorized in advance (pre-approved) by Rosenbauer. The warranty will not cover tanks that have been im-properly operated, misused, abused, or modified from its intended or designed use. Serial number must not have been altered, defaced or re-moved.

Should Rosenbauer determine that the service claim is valid under this warranty for a tank located outside of the United States and Canada, Rosenbauer will assume the costs for travel, labor and material for the warranty repair as described above.

In the event the tank shall become stationed in an area of the world that is considered to be a war zone or where unsafe conditions exist for the safe passage of United States Nationals, as reported by the United States Department of State, (http://www.state.gov), and a request to perform service or warranty repairs, Rosenbauer reserves the right to refuse to honor such requests. It is the purchaser's responsibility to relocate the tank to an area where such repairs can be performed with-out undue risk to Rosenbauer employees or their des-ignee. Rosenbauer will make every reasonable effort to support our products through alternative means.

In no event will Rosenbauer be liable for an amount in excess of the purchase price of the water/foam tank at the time of manufacture or for any loss or damage, whether direct, indirect, incidental, consequential, or otherwise arising out of failure of its product. Loss of contents (water, foam, etc.) shall not be the responsibility of Rosenbauer.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation or incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

NOTE: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

Five (5) Year

Paint Warranty

Material and Workmanship

TERMS AND CONDITIONS

Rosenbauer hereby warrants each new fire apparatus to be free from defects in material and workmanship for a warranty period of five (5) year starting on the date the vehicle is delivered to original purchaser. Under this warranty, Rosenbauer agrees to furnish any item or items to replace those that have been found to be defective in material or workmanship where there is no indication of abuse, neglect or other than normal service. Such an item or items, at the option of Rosenbauer must be made available for our inspection at our request and returned to our factory or another location designated by Rosenbauer. Transportation of such an item or items will be arranged and covered by buyer within thirty (30) days after the date of failure and within five (5) year from the date of delivery of the apparatus to the original purchaser, whichever occurs first. The inspection must indicate that the failure was attributed to defective material or workmanship. Authorization for repair or item replacement must be sought from Rosenbauer customer service department prior to repair or item replacement occurring.

THIS WARRANTY SHALL NOT APPLY TO OR COVER THE FOLLOWING:

- Normal maintenance services or adjustments, including but not limited to glass, filters, batteries, screens, lubricants, light bulbs, belts, hoses, wiper blades and other incidentals.
- Any item that has been repaired, replaced or altered by a facility not approved in advance by Rosenbauer, or in a manner which, at Rosenbauer's discretion, may adversely affect the safe operation or durability of the vehicle or item.
- Special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, lost profits or transportation fees or charges to or from any facility.
- Any malfunction resulting from misuse, negligence, alteration, accident or lack of operational knowledge, lack of normal or required maintenance or adjustments, exposure to corrosive agents, fire, severe environmental conditions or acts of God.
- Items which are manufactured by a party other than Rosenbauer and which are separately warranted by that party, including but not limited to engine, transmission, driveline and axles.

EXCLUSIONS OF DAMAGES BOTH INCIDENTAL AND CONSEQUENTIAL.

At no time shall Rosenbauer be held liable for any incidental, consequential, indirect, special and/or punitive damages whatsoever, whether coming from breach of contract, warranty, tort or equity. Such items shall include the chassis or other items sold by Rosenbauer, or their operation or their failure to operate, or defects herein, or any undertakings, acts or omissions related to, regardless whether Rosenbauer's knowledge of the possibility of any such damage.

Without limitation of the generality of the preceding statements, Rosenbauer categorically disclaims any and all liability for property and personal injury, damages, penalties for lost revenue and/or profit, loss of chassis or products and associated pieces of equipment, the expense of substituting chassis and/or products, or the out of service expenses, resulting from damages and/or delays, that creates down time expenses and/or create economic losses, or any third party claims for damages.

This warranty is in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part. We neither assume nor authorize any person to assume for us any liability or make any alteration to this warranty in connection with the sale of our apparatus unless expressly given in writing by Rosenbauer.

NOTE: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

Rev. Date 11/1/13 QW #

rosenbauer

PANTHER 4X4

ARFF APPARATUS

WWW.ROSENBAUERAMERICA.COM

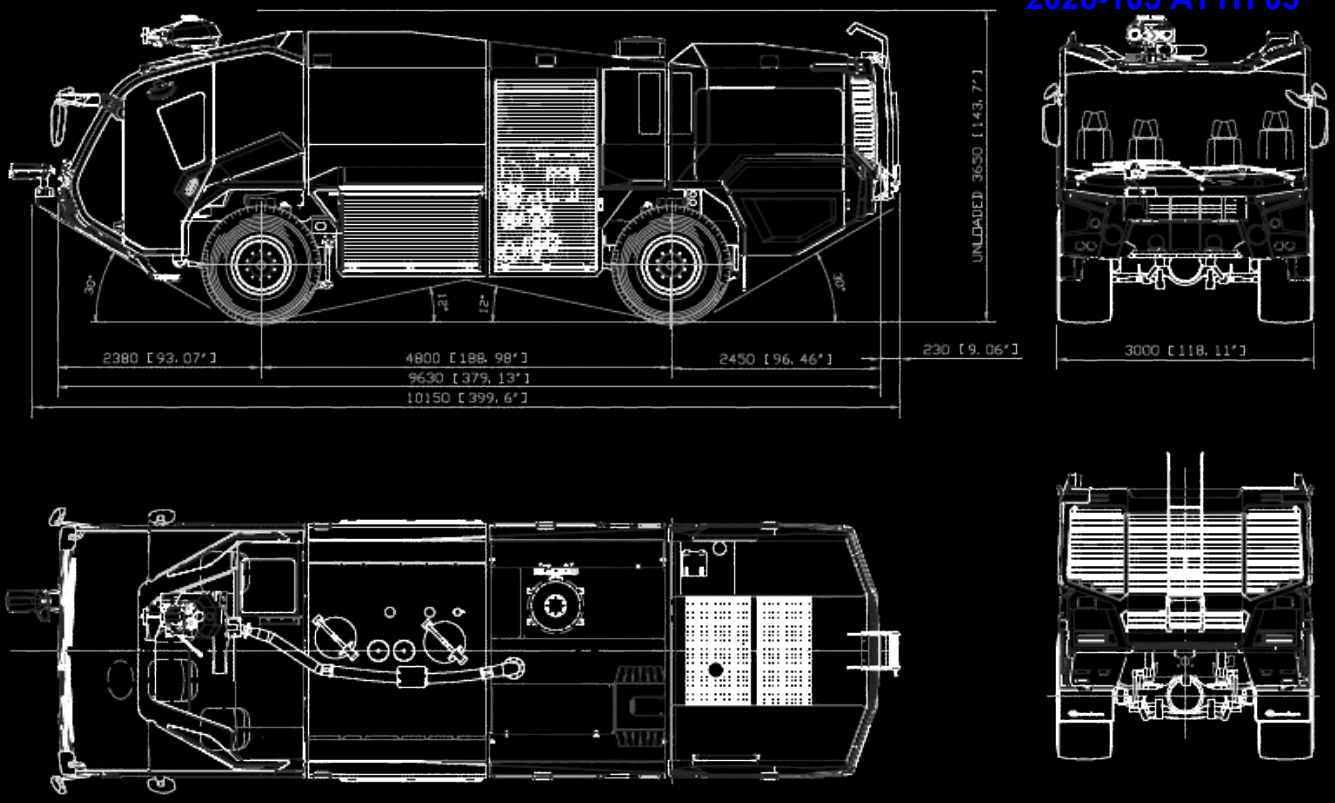
CHASSIS & CAB:

- Tubular Chassis Frame Rails
- Volvo 700 HP D16 Industrial Engine
- Twin Disc 6 Speed Electronic Transmission
- High Performance Coil Spring Suspension (HPCS)
- Differential Locks for Front and Rear Axles
- Top Speed Approx. 70 MPH (Fully Loaded)
- Acceleration 0-50 MPH/25 Sec (Fully Loaded)
- On Board Battery Charger
- Monitoring and Data Acquisition System (MADAS)
- 105 Cubic Ft of Windshield Visibility
- Seating for Up to 6 Personnel
- Flip Up Center Console
- Flip Up Dashboard Camera Monitors

BODY & FIREFIGHTING SYSTEM:

- 1585 Gallon Water Tank
- 200 Gallon Foam Tank
- Rosenbauer N80 2100 GPM Pump
- Rosenbauer RM35 Turrets Including Hydrochem
- Single or Twin Agent Booster Reel
- Two (2) 1 ¾" Pre-Connect Handlines
- Windshield Deluge System
- 500 lb. Dry Chemical or Halotron Systems
- LED Integrated Warning Lights
- Full Firefighting Structural Panel
- Automatic Foam Selection of 1% thru 9%
- Weight of 57,000 lbs (Full Agent and Equipment)
- Onboard Generator Systems





SOME AVAILABLE OPTIONS:

- High Volume Low Attack (HVLA) Bumper Turret
- High Pressure Water Pump
- Bronze Pump
- Internal Foam Testing System
- Under Truck Nozzles
- Swing Out Agent Hose Reels
- Driver Enhanced Vision Systems (EMEREC)
- Forward Looking Infra Red (FLIR) Camera
- Multiple Winterization Systems
- Remote Engine Start
- Central Lubrication System
- Disc Brakes
- Door Arrester System
- Electric and Tinted Windows
- Cupholders and Dash Mounted Fans
- Various Slide Out Shelves and Trays
- Hydraulic Generator 6KW to 15KW
- Command Light Tower
- Safe to Approach Lights
- Airfield Driving Lights
- Exterior Water and Foam Lights
- Multiple Scene Lighting Configurations
- 360 Degree Camera System
- Color Camera and Recording System
- Electric 200’ Cord Reel
- Auxiliary Air Compressor
- Pneumatic 200’ Hose Reel
- Tire Pressure Monitoring System
- Tire Bead Locks
- Cab Storage Cabinets
- Roof Top Ladder Gantry
- Rear Ladder Mounting System
- Simulator Systems

Rosenbauer South Dakota, LLC
100 Third Street; Lyons, SD 57041
605.543.5591

Rosenbauer Motors, LLC
5190 260th Street; Wyoming, MN 55092
651.462.1000

Rosenbauer Minnesota, LLC
5181 260th Street; Wyoming, MN 55092
651.462.1000

Rosenbauer Aerials, LLC
870 S Broad Street; Fremont, NE 68025
402.721.7622

ROSENBAUERAMERICA.COM | INFO@ROSENBAUERAMERICA.COM

ARFF Vehicle Customer List

Provided below is a list of Rosenbauer Airport Rescue Fire Fighting (ARFF) Vehicle Customers who've purchased Rosenbauer America Panther 4x4 vehicles in the past 5 years.

CUSTOMER NAME	Country	QTY	MODEL	JOB NUMBER	ORDER YEAR
Greater Moncton Int'l Airport, NB Canada	CANADA	1	Panther 4x4	105063	2020
United States Air Force (SPE8EC20F0518)	USA & ABROAD	7	Panther 4x4	105097-105103	2020
Stillwater Regional Airport, OK	USA	1	Panther 4x4	105129	2020
Cleveland Hopkins International Airport	USA	1	Panther 4x4	105151	2020
Burbank-Glendale-Pasadena	USA	1	Panther 4x4	105160	2020
Thief River Falls	USA	1	Panther 4x4	105163	2020
Northwest Florida Beaches	USA	1	Panther 4x4	105164	2020
Government of Israel / Israeli Air Force	ISRAEL	10	Panther 4x4	105179-105188	2020
S & K Aerospace, LLC	UKRAINE	2	Panther 4x4	105259-105260	2020
Fredericton International Airport	CANADA	2	Panther 4x4	105298-105299	2021
Kalamazoo County	USA	1	Panther 4x4	105301	2021
Evansville-Vanderburgh AA District	USA	1	Panther 4x4	105317	2021
St. Louis Lambert Airport	USA	1	Panther 4x4	105330	2021
Tulsa Airport Improvement Trust	USA	1	Panther 4x4	105332	2021
Northwest Florida Beaches	USA	1	Panther 4x4	105352	2021
London International Airport	CANADA	1	Panther 4x4	105368	2021
International Falls, MN	USA	1	Panther 4x4	105380	2021
Mason City Municipal Airport	USA	1	Panther 4x4	105381	2021
Bozeman-Yellowstone International Airport	USA	1	Panther 4x4	105382	2021
Louisville Airport Authority	USA	1	Panther 4x4	105388	2021
Charlottesville-Albemarle Airport Authority	USA	1	Panther 4x4	105395	2021
Charlottetown Airport Authority	CANADA	1	Panther 4x4	105432	2021
Charlottetown Airport Authority	CANADA	1	Panther 4x4	105500	2021
Reno-Tahoe Airport Authority	USA	1	Panther 4x4	105536	2022
John C Munro Hamilton Int'l Airport	CANADA	1	Panther 4x4	105559	2022
Wisconsin DOT	USA	1	Panther 4x4	105644	2022
Pellston Regional Airport	USA	1	Panther 4x4	105666	2022
S & K Aerospace, LLC	USA	2	Panther 4x4	105675-105676	2022
Minot International Airport	USA	1	Panther 4x4	105720	2022
Baton Rouge Metropolitan Airport	USA	1	Panther 4x4	105737	2022
St.John's International Airport Authority	CANADA	1	Panther 4x4	105759	2023
Brownsville, TX	USA	1	Panther 4x4	105776	2023
Macon Bibb County	USA	1	Panther 4x4	105823	2023
Dickinson Theodore Roosevelt Regional Airport	USA	1	Panther 4x4	105878	2023
Cedar City Regional Airport	USA	1	Panther 4x4	105879	2023
State of Arizona, Grand Canyon Airport	USA	1	Panther 4x4	105886	2023
City of Durango, CO	USA	1	Panther 4x4	105892	2023
Monroe Airport, LA	USA	1	Panther 4x4	105897	2023
Fort Lauderdale Executive Airport, FL	USA	1	Panther 4x4	105919	2023
Provo, UT	USA	1	Panther 4x4	106043	2024
Reno-Tahoe Airport, NV	USA	1	Panther 4x4	106062	2024
Garden City, KS	USA	1	Panther 4x4	106066	2024
Punta Gorda Airport, FL	USA	1	Panther 4x4	106079	2024
Atlantic City Airport, NJ	USA	1	Panther 4x4	106082	2024
Grand Forks International Airport, ND	USA	1	Panther 4x4	106083	2024
Town of Barnstable, Cape Cod Airport, MA	USA	1	Panther 4x4	106084	2024
Central Wisconsin Airport, WI DOT	USA	1	Panther 4x4	106109	2024
United States Air Force (SPE9EC-25-F-0038)	USA & ABROAD	13	Panther 4x4	106110-106122	2024
Tri-Cities Airport Authority	USA	1	Panther 4x4	106131	2024

CUSTOMER NAME	Country	QTY	MODEL	JOB NUMBER	ORDER YEAR
NAVIAR	USA	1	Panther 4x4	106171	2024
Los Alamos National Laboratory	USA	1	Panther 4x4	106196	2025
Columbus Regional Airport, OH	USA	1	Panther 4x4	106206	2025
US Department of Defense	USA	1	Panther 4x4	106285	2025
Cleveland Burke Lakefront, OH	USA	1	Panther 4x4	106290	2025
Gulf Shores Airport, AL	USA	1	Panther 4x4	106324	2025
United States Army (SPE8EC-25-F-1060)	USA	12	Panther 4x4	106332 - 106343	2025
DOD Raven Rock Mountain Complex, MD	USA	1	Panther 4x4	103650	2025
Billings-Logan International Airport, MT	USA	1	Panther 4x4	106358	2025
Warren County Regional Airport, Ky	USA	1	Panther 4x4	106359	2025
Sioux Falls Regional Airport, SD	USA	1	Panther 4x4	106420	2026
Milwaukee County, WI	USA	1	Panther 4x4	106423	2026

00 43 13 BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:
Rosenbauer Minnesota, LLC
5240 257th Street, P.O. Box 549
Wyoming, MN 55092

SURETY *(Name, and Address of Principal Place of Business)*:
Endurance Assurance Corporation
4 Manhattanville Road, Purchase, NY 10577

OWNER *(Name and Address)*:
Texarkana Airport Authority
2600 TXK Blvd
Texarkana, Arkansas 71854

BID
Bid Due Date: **April 2, 2026**
Description: **Texarkana Regional Airport–Webb Field, Aircraft Rescue and Fire Fighting (ARFF) Vehicle, Texarkana, Arkansas**

BOND
Bond Number: **Bid Bond**
Date: **March 31, 2026**
Penal sum **Five Percent of the Total Amount Bid** (Words) $ **5%** (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
Rosenbauer Minnesota, LLC (Seal)	**Endurance Assurance Corporation**
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Dawn Osborn	By:
Signature	Signature (Attach Power of Attorney)
Dawn Osborn	**Grace Rasmussen**
Print Name	Print Name
CPO	**Attorney-in-Fact**
Title	Title
Attest: Angie Seiberlich	Attest:
Signature **Angie Seiberlich**	Signature **Jessie Allen**
Title **Witness to Bidder**	Title **Witness to Surety**

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint ventures, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance bond and Payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC® C-430, Bid Bond (Penal Sum Form). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota)

COUNTY OF Chisago)

On this 31st day of March, in the year 2026, before me personally appeared Dawn Osborn, Chief Process Officer (CPO) of Rosenbauer Minnesota, LLC, known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

GLENDA R HOLCOMB
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/2031

Glenda Holcomb, Notary Public

My Commission Expires: January 31, 2031

ACKNOWLEDGEMENT OF SURETY

STATE OF South Dakota)

COUNTY OF Lincoln)

On this 31st day of March, in the year 2026, before me personally come(s) Grace Rasmussen, Attorney-in-Fact of Endurance Assurance Corporation, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Endurance Assurance Corporation, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

JESSIE ALLEN
NOTARY PUBLIC
SOUTH DAKOTA
SEAL
Notary ID: 955463
SEAL
My commission expires 9-13-2031

Jessie Allen, Notary Public

My Commission Expires: 09/13/2031

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each,** a "Company" and collectively, **"Sompo International**," do hereby constitute and appoint: **Grace Rasmussen, Greg Krier, Jessie Allen**
as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million ($100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By:
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By:
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By:
Amy Taylor, Notary Public – My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,
   and be it further
   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds,
   undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this **31st** day of **March**, 20 **26**

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**
The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.
In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

00 45 46 BIDDER CERTIFICATIONS

BUY AMERICAN CERTIFICATION

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

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CERTIFICATE OF FAA BUY AMERICAN COMPLIANCE
(Equipment/Building projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;
b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☒ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "item." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

March 31, 2026	Dawn Osborn
Date	Signature **Dawn Osborn**
Rosenbauer Minnesota, LLC	**Chief Process Officer (CPO)**
Company Name	Title

CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

Bidder must complete the following two certification statements. The Bidder must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. Bidder agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note:
If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification - The information above is true and complete to the best of my knowledge and belief.

Dawn Osborn, Chief Process Officer (CPO)
Name and Title of Signer (Please Type)

Dawn Osborn
Signature

March 31, 2026
Date

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

By submitting a Bid under this solicitation, the Bidder certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification - The information above is true and complete to the best of my knowledge and belief.

Dawn Osborn, Chief Process Officer (CPO)
Name and Title of Signer (Please Type)

Dawn Osborn
Signature

March 31, 2026
Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATE OF LIABILITY INSURANCE

2026-105 ATTH 03

DATE (MM/DD/YYYY) 3/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 500 W. Monroe, Ste. 3400 Chicago IL 60661 (312) 669-6900 midwestcertificates@lockton.com
INSURED 1536937	ROSENBAUER MINNESOTA, LLC 5181 260TH STREET WYOMING MN 55092

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Fireman's Fund Insurance Company	21873
INSURER B : Federal Insurance Company	20281
INSURER C : Chubb Indemnity Insurance Company	12777
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23251936 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X DEDUCTIBLE: $25,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	USC013471260	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	7364-9025	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	USC00887526U	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	7184-3949	3/1/2026	3/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	GARAGEKEEPERS	N	N	7364-9025	3/1/2026	3/1/2027	LIMIT: $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Texarkana Airport Authority, respective officers, directors, partners, employees, agents, and other consultants and subcontractors; Buyer, Engineer, and their consultants, are included as additional insureds if required by written contract with respect to General Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER

23251936
Texarkana Airport Authority
2600 TXK Blvd
Texarkana, AR 71854

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☒	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☒	Foster Proactive Communication to the Community
	☒	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☒	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture
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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			

City of Texarkana, Texas

VI.5

Briefing Sheet

Department: Texarkana Regional Airport **Action Officer:**

Subject: Resolution No. 2026-108 approving the Texarkana Regional Airport Interim Executive Director to execute an FAA grant application for the construction of the vehicle service road in an amount not to exceed $1,625,958 to be paid from an FAA grant and the Arkansas Division of Aeronautics.

Briefing: **Public Hearing:** **Council Vote:** 7/13/2026

Item Schedule:

Updates/History of Briefing:

Executive Summary and Background Information:

The Texarkana Regional Airport is seeking approval to accept and approve an FAA grant application to be executed by the Interim Director for the construction of the Vehicle Service Road in an amount not to exceed $1,625,958.00 that is to be paid from an FAA grant and the Arkansas Division of Aeronautics.

Potential Options:

- APPROVE
- DENY

Fiscal Implications:

$0

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

RESOLUTION NO. 2026-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE TEXARKANA REGIONAL AIRPORT INTERIM EXECUTIVE DIRECTOR TO EXECUTE AN FAA GRANT APPLICATION FOR THE CONSTRUCTION OF THE VEHICLE SERVICE ROAD IN AN AMOUNT NOT TO EXCEED $1,625,958 TO BE PAID FROM AN FAA GRANT AND THE ARKANSAS DIVISION OF AERONAUTICS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texarkana Regional Airport Authority was formed under Arkansas Code § 14-361-101 to be jointly owned by the cities of Texarkana AR and Texarkana TX; and

WHEREAS, the Airport Authority is entrusted with the power to operate, and regulate the airport; and

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

WHEREAS, the funds from the grants will construct a vehicle service road; and

WHEREAS, the lowest responsive bid was submitted in the amount of $1,167,750 (Schedule 1, Asphalt) and $1,339,295 (Schedule 2, Concrete) by Tatum Excavating Company; and

WHEREAS, Garver recommends Schedule 2 because of the durability and minimal repair costs in the future; and

WHEREAS, the project costs are anticipated to be funded as follows:

Anticipated Funding Source	Percent	Approximate Amount
FAA Grant	95%	$1,544,660.00
ADA Grant	5%	$81,298.00
Passenger Facility Charge (PFC) #	0%	$.00
Texarkana TX	0%	$.00
Texarkana AR	0%	$.00
	Total	**$1,625,958.00**

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

SECTION 1: The City Council approves the Texarkana Regional Airport Interim Executive Director to execute an FAA grant application for the construction of the vehicle service road in an amount not to exceed $1,625,958 that is to be paid from an FAA grant and the Arkansas Division of Aeronautics.

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

PASSED AND APPROVED in Regular Council Session on this the **13th day of July, 2026.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 052826D
RESOLUTION APPROVING AN FAA GRANT APPLICATION FOR VEHICLE SERVICE ROAD. FOR AN AMOUNT NOT TO EXCEED $1,625,958 TO BE PAID FROM AN FAA GRANT AND THE ARKANSAS DIVISION OF AERONAUTICS

WHEREAS, the Texarkana Regional Airport Authority was formed under Arkansas Code § 14-361-101 to be jointly owned by the cities of Texarkana AR and Texarkana TX; and,

WHEREAS, the Airport Authority is entrusted with the power to operate, and regulate the airport; and,

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

WHEREAS, the project was publicly advertised for bids to prospective vendors and suppliers; and,

WHEREAS, Garver distributed plans and specifications to interested contractors; and,

WHEREAS, four bids were received and publicly opened and evaluated; and,

WHEREAS, the lowest responsive bid was submitted in the amount of $1,167,750 (Schedule 1, Asphalt) and $1,339,295 (Schedule 2, Concrete) by Tatum Excavating Company; and,

WHEREAS, Garver recommends Schedule 2 because of the durability and minimal repair costs in the future; and,

WHEREAS, the project costs are anticipated to be funded as follows:

Anticipated Funding Source	Percent	Approximate Amount
FAA Grant	95%	$1,544,660.00
ADA Grant	5%	$81,298.00
Passenger Facility Charge (PFC) #	0%	$.00
Texarkana TX	0%	$.00
Texarkana AR	0%	$.00
	Total	**$1,625,958.00**

TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 052826D
RESOLUTION APPROVING AN FAA GRANT APPLICATION FOR VEHICLE SERVICE ROAD. FOR AN AMOUNT NOT TO EXCEED $1,625,958 TO BE PAID FROM AN FAA GRANT AND THE ARKANSAS DIVISION OF AERONAUTICS

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

SECTION 1. The Texarkana Regional Airport Authority (TRAA) may award up to the amount of $1,625,958 to construct a new Vehicle Service Road to the lowest responsive and responsible bidder, Tatum Excavating Company.

SECTION 2. That TRAA's Interim Executive Director, Russell Henderson, is hereby authorized to execute a contract with Tatum Excavating Company, with the recommendation of TRAA's consultant, Garver. Contract execution is contingent upon FAA award concurrence, cities board approvals, and legal counsel review and approval.

Adopted this 28th day of May 2026

ATTEST **SIGNED**

Russell Henderson Interim Director **Airport Authority Chair**

City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☒	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☒	Foster Proactive Communication to the Community
	☒	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☒	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture
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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			

City of Texarkana, Texas

VI.6

Briefing Sheet

Department: Texarkana Regional Airport **Action Officer:**

Subject: Resolution No. 2026-107 approving the Texarkana Regional Airport Interim Executive Director to accept and approve the bid from Tatum Excavating Company, Inc. of Texarkana, Texas, for the construction of a vehicle service road in an amount not to exceed $1,601,163 to be paid from an FAA grant and the Arkansas Division of Aeronautics.

Briefing: **Public Hearing:** **Council Vote:** 7/13/2026

Item Schedule:

Updates/History of Briefing:

Executive Summary and Background Information:

The Texarkana Regional Airport is seeking approval to accept and approve the bid from Tatum Excavating Company for the construction of a Vehicle Service Road in an amount not to exceed $1,601,163.00 that is to be paid from an FAA grant and the Arkansas Division of Aeronautics.

Potential Options:

- APPROVE
- DENY

Fiscal Implications:

$0

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

RESOLUTION NO. 2026-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE TEXARKANA REGIONAL AIRPORT INTERIM EXECUTIVE DIRECTOR TO ACCEPT AND APPROVE THE BID FROM TATUM EXCAVATING COMPANY, INC. OF TEXARKANA, TEXAS, FOR THE CONSTRUCTION OF A VEHICLE SERVICE ROAD IN AN AMOUNT NOT TO EXCEED $1,601,163 TO BE PAID FROM AN FAA GRANT AND THE ARKANSAS DIVISION OF AERONAUTICS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texarkana Regional Airport Authority was formed under Arkansas Code § 14-361-101 to be jointly owned by the cities of Texarkana AR and Texarkana TX; and

WHEREAS, the Airport Authority is entrusted with the power to operate, and regulate the airport; and

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

WHEREAS, the project was publicly advertised for bids to prospective vendors and suppliers; and

WHEREAS, Garver LLC distributed plans and specifications to interested contractors; and

WHEREAS, four bids were received and publicly opened and evaluated, and the lowest responsive bid was submitted in the amount of $1,167,750 (Schedule 1, Asphalt) and $1,339,295 (Schedule 2, Concrete) by Tatum Excavating Company, Inc. of Texarkana, Texas; and

WHEREAS, Garver recommends Schedule 2 because of the durability and minimal repair costs in the future; and

WHEREAS, the project costs are anticipated to be funded as follows:

Anticipated Funding Source	Percent	Approximate Amount
FAA Grant	95%	$1,521,104.00
ADA Grant	5%	$80,059.00
Passenger Facility Charge (PFC) #	0%	$.00
Texarkana TX	0%	$.00
Texarkana AR	0%	$.00
	Total	**$1,601,163.00**

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

SECTION 1: The City Council approves the Texarkana Regional Airport Interim Executive Director to accept and approve the bid from Tatum Excavating Company, Inc, of Texarkana, Texas, for the construction of a vehicle service road in an amount not to exceed $1,601,163 that is to be paid from an FAA grant and the Arkansas Division of Aeronautics.

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

PASSED AND APPROVED in Regular Council Session on this the **13th day of July, 2026.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 052826C
RESOLUTION APPROVING BIDS FOR VEHICLE SERVICE ROAD CONSTRUCTION. FOR AN AMOUNT OF $1,601,163 TO BE PAID FROM AN FAA GRANT AND THE ARKANSAS DIVISION OF AERONAUTICS

WHEREAS, the Texarkana Regional Airport Authority was formed under Arkansas Code § 14-361-101 to be jointly owned by the cities of Texarkana AR and Texarkana TX; and

WHEREAS, the Airport Authority is entrusted with the power to operate, and regulate the airport; and

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

WHEREAS, the project was publicly advertised for bids to prospective vendors and suppliers; and,

WHEREAS, Garver Engineering distributed plans and specifications to interested contractors; and,

WHEREAS, four bids were received and publicly opened and evaluated; and,

WHEREAS, the lowest responsive bid was submitted in the amount of $1,167,750 (Schedule 1, Asphalt) and $1,339,295 (Schedule 2, Concrete) by Tatum Excavating Company; and,

WHEREAS, Garver recommends Schedule 2 because of the durability and minimal repair costs in the future; and,

WHEREAS, the project costs are anticipated to be funded as follows:

Anticipated Funding Source	Percent	Approximate Amount
FAA Grant	95%	$1,521,104.00
ADA Grant	5%	$80,059.00
Passenger Facility Charge (PFC) #	0%	$.00
Texarkana TX	0%	$.00
Texarkana AR	0%	$.00
	Total	**$1,601,163.00**

TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 052826C
RESOLUTION APPROVING BIDS FOR VEHICLE SERVICE ROAD CONSTRUCTION. FOR AN AMOUNT OF $1,601,163 TO BE PAID FROM AN FAA GRANT AND THE ARKANSAS DIVISION OF AERONAUTICS

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

SECTION 1. The Texarkana Regional Airport Authority (TRAA) may award up to the amount of $1,601,163 to construct a new Vehicle Service Road to the lowest responsive and responsible bidder, Tatum Excavating Company.

SECTION 2. That TRAA's Interim Executive Director, Russell Henderson, is hereby authorized to execute a contract with Tatum Excavating Company, with the recommendation of TRAA's consultant, Garver Engineering. Contract execution is contingent upon FAA award concurrence, cities board approvals, and legal counsel review and approval.

Adopted this 28th day of May 2026

ATTEST

Russell Henderson Interim Director

SIGNED

Airport Authority Chair

00 22 13 BIDDER'S CHECKLIST OF REQUIRED ITEMS

This Bidder's Checklist is provided to ensure all required forms are completed and returned as part of the Bid submission. All forms must be included as indicated for a Bid to be considered a complete, responsive Bid. Appropriate signatures and date are required on each document. If an item is missing, the Bid may be declared unresponsive and therefore rejected as further set forth in the Instructions to Bidders. **This sheet will serve as the cover sheet for the Bid submission.**

	Completed*	Spec. Section
Acknowledgement of All Addenda	☒	00 41 00
Bid contains the following forms:		
1. Bid Form	☒	00 41 00
2. Bid Bond	☒	00 43 13
3. List of Proposed Subcontractors	☒	00 43 36
4. Qualifications Statement	☒	00 45 13
5. Bidder Certifications	☒	00 45 46
*Check when filled out, signed, and included with submission of bid packet.		

Within three (3) days after Bid Opening:
Bidder acknowledges to provide within three (3) days after Bid Opening (Low Bidder Only):
1. Bidder's Qualifications of Subcontractor (if requested)
2. Bidder's Safety Records (if requested)

Within fifteen (15) days after Notice of Award:
Bidder acknowledges that within fifteen (15) days after Notice of Award, Successful Contractor is required to complete the following before execution and award of the Contract:
1. Section 00 52 00, Agreement (all pages and supporting documents)
2. Section 00 61 13, Performance Bond
3. Section 00 61 16, Payment Bond
4. Completed Certificates of Insurance

Prior to Construction (Awarded Contractor):
1. Construction Schedule - before preconstruction conference
2. Contractor Safety Plan Compliance Documents (SPCD)

Texarkana Regional Airport (TXK)
Vehicle Service Road Construction

00 43 13 BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:
Tatum Excavating Company, Inc.
2416 South Lake Drive
Texarkana, Texas 75501

SURETY *(Name, and Address of Principal Place of Business)*:
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER *(Name and Address)*:
Texarkana Airport Authority
2600 TXK Boulevard
Texarkana, Arkansas 71854

BID
Bid Due Date: 5/19/2026
Description: Vehicle Service Road Construction

BOND
Bond Number: Bid Bond
Date: 5/19/2026
Penal sum Five Percent of Amount Bid $ (5%)
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
Tatum Excavating Company, Inc. (Seal)	Travelers Casualty and Surety Company of America (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: S. Ross Sarwe	By: Kimberly N. Wilson-Murphy
Signature	Signature (Attach Power of Attorney)
S. Ross Sarwe	Kimberly N. Wilson-Murphy
Print Name	Print Name
VICE PRESIDENT	Attorney-In-Fact
Title	Title
Attest:	Attest: Ali Crownhart
Signature	Signature Ali Crownhart
Title Senior Manager	Title Witness As To Surety

TATUM EXCAVATING COMPANY, INC. CORPORATE SEAL TEXARKANA, TEXAS

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint ventures, if necessary.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kimberly N Wilson-Murphy** of **TEXARKANA** **Texas**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **19th** day of **May**, **2026**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

Seal (if incorporated)

Bidder Name: Tatum Excavating Company, Inc.

Address: 2416 S Lake Dr,

City, State, Zip Code: Texarkana, TX 75501

Contractor Number: 0034960562

Contact Name: S. Ross Sarine

Title: Vice President

Contact Number: 903-792-3971

Contact Email: ross@tatumexcavating.com

Signature of Authorized Agent for Bidder:

Date: 5-19-2026

4701 Northshore Drive
North Little Rock, AR 72118

TEL 501.376.3633
FAX 501.372.8042

www.GarverUSA.com

ADDENDUM NO. 1

Date:	May 13, 2026
Project Name:	Vehicle Service Road Construction
Owner:	Texarkana Airport Authority
Garver Project No:	2500666



This addendum shall be a part of the Plans, Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans, Contract Documents, and Specifications with which it might conflict. This addendum, including all attachments, shall become part of the Contract and all provisions of the Contract shall apply thereto. Acknowledgement of receipt of this addendum must be noted in the appropriate section of the Bid Form and included with the Contract Documents.

A. SPECIFICATIONS

1. Revise Section 00 41 00 BID FORM, UNIT PRICES, attached hereto:
   a. Revised "SCHEDULE 1 ASPHALT PAVEMENT" item.
   b. Revised "SCHEDULE 2 CONCRETE PAVEMENT" item.
2. Revise Section 00 52 00 CONTRACT, ARTICLE 4.02 – Contract Times, attached hereto:
   a. Revised "Schedule 1" Substantial Completion calendar days.
   b. Revised "Schedule 2" Substantial Completion calendar days.
3. Revise Section P-152 EXCAVATION, SUBGRADE, AND EMBANKMENT, attached hereto:
   a. Revised "152-2.8", update for embankment in place.
   b. Revised "METHOD OF MEASUREMENT", change to "Embankment In Place".
   c. Revised "METHOD OF MEASUREMENT", add "152-3.2".
   d. Revised "BASIS OF PAYMENT", update to "152-4.1".
   e. Revised "Payment will be made under:", change to "152-4.1 Embankment In Place"

B. DRAWINGS

DRAWING GC100

1. Revise Drawing GC100 as follows: "LEGEND" changed color hatch to reflect the correct work area designation.

2. Revise Drawing GC100 as follows: "Contract Time Calendar Days - Schedule 1" update calendar days for each work area.
3. Revise Drawing GC100 as follows: "Contract Time Calendar Days - Schedule 2" update calendar days for each work area.

DRAWING GC101

4. Revise Drawing GC101 to relocate the "PROPERTY LINE" label for improved clarity.
5. Revise Drawing GC101 to modify the "TEMPORARY BARREL BARRICADES" outside "WORK AREA 1" to include an opening for the construction access road, allowing through-passage and material hauling across the area.
6. Revise Drawing GC101 as follows: "Contract Time Calendar Days - Schedule 1" update calendar days for each work area.
7. Revise Drawing GC101 as follows: "Contract Time Calendar Days - Schedule 2" update calendar days for each work area.

DRAWING GC102

8. Revise Drawing GC102 as follows: "Contract Time Calendar Days - Schedule 1" update calendar days for each work area.
9. Revise Drawing GC102 as follows: "Contract Time Calendar Days - Schedule 2" update calendar days for each work area.
10. Revise Drawing GC102 as follows: under "ITEMS OF WORK" add additional runway operational details.
11. Revised Drawing GC102 as follows: under "NOTES" add "8." note.

DRAWING GC103

12. Revise Drawing GC103 to modify the "TEMPORARY BARREL BARRICADES" to include an opening for the construction access road, allowing through-passage and material hauling across the area.
13. Revise Drawing GC103 as follows: "Contract Time Calendar Days - Schedule 1" update calendar days for each work area.
14. Revise Drawing GC103 as follows: "Contract Time Calendar Days - Schedule 2" update calendar days for each work area.

DRAWING GC104

15. Revise Drawing GC104 as follows: added "TEMPORARY BARREL BARRICADES" to restrict construction activities outside the Runway 4 approach and departure areas for safety.
16. Revise Drawing GC104 as follows: added "TEMPORARY BARREL BARRICADES" to "LEGEND"
17. Revise Drawing GC104 as follows: "Contract Time Calendar Days - Schedule 1" update calendar days for each work area.

18. Revise Drawing GC104 as follows: "Contract Time Calendar Days - Schedule 2" update calendar days for each work area.

By: Jordan Culver

Jordan Culver, PE
Project Manager

Jordan Culver, P.E.



Digitally Signed: 05/13/2026

Attachments:

Specifications
00 41 00 BID FORM
00 52 00 – CONTRACT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT
page 00 52 00-1
P-152 EXCAVATION, SUBGRADE, AND EMBANKMENT

Drawings
GC100 – CONSTRUCTION SAFETY AND PHASING PLAN – OVERVIEW
GC101 – CONSTRUCTION SAFETY AND PHASING PLAN – WORK AREA 1
GC102 – CONSTRUCTION SAFETY AND PHASING PLAN – WORK AREA 2
GC103 – CONSTRUCTION SAFETY AND PHASING PLAN – WORK AREA 3
GC104 – CONSTRUCTION SAFETY AND PHASING PLAN – WORK AREA 4

END OF ADDENDUM NO. 1

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TXK Vehicle Service Road Construction

Quest Number: 10168386

Closing Date: Tue, 05/19/2026 02:00 PM CDT
Posting Type: Construction Project
Owner: Texarkana Airport Authority
Solicitor: Garver, LLC

Ask a Question

Type your question...

Submit Your Question Once you click Submit, your Question will be sent to the Solicitor for review and response. You cannot edit or delete your Question once submitted.

My Unanswered Questions (0 Questions)

No Unanswered Questions Available

My Directly Answered Questions (0 Questions)

No Directly Answered Questions Available

All Available Information (7 Questions)

Can you please verify the insurance requirements listed in spec section 00 73 00-23 are correct? Seems a lot higher than normally required plus the umbrella does not match the requirement listed under the GL

Date - 04/29/2026 02:31 PM
The limits included in 00 73 00 Special Provision C-01 are the required limits for the project. The contractor shall provide a minimum combined limit of $5,000,000 each occurrence for commercial general liability and umbrella liability, if their commercial general liability does not cover the full $5,000,000.

Please clarify your work area / phasing plan specifically as listed for work area 1 and work area 2. Will we be able to perform the work are 2 without the need of a closure and can it be done concurrently with work area 1? The phasing makes it look like they need to be performed separately and if that the case, how would we access the opposite side of the work area 2 as well as creating the need to drive over previous placed concrete to not only haul material but to finish the concrete, witch could not be done until the concrete was cured and accepted

Date - 04/29/2026 02:55 PM
Work Area 2 shall be completed within the time allotted for Work Area 1 and within the time allotted for Work Area 2. Runway 4-22 will be limited to take-offs and landings from Runway 22 only during the time allotted for Work Area 2. The contractor will be allowed to haul across Work Area 2 outside of the allotted time for Work Area 2 on the prepared roadbed of contractor constructed haul road. Haul route shall be clear of the runway safety area, runway object free area, and localizer critical area.

Where is the embankment line item at?

Date - 05/11/2026 10:28 AM

Please see Addendum No. 1. The unclassified excavation line item was replaced with embankment in place. Unclassified excavation shall be incidental to embankment in place.

Is all the required borrow available on-site?

Date - 05/11/2026 10:28 AM

The Contractor should anticipate importing off-site borrow material. We estimate approximately 1,700 CY of material is available from the on-site borrow area and up to 600 CY of material is available from excavation operations. Contractor's should make their own judgments on the suitability of on-site material for use as embankment material prior to submitting their bid.

Is the 5 Mil General Liability insurance requirement for jus the GC or does every sub need to carry that limit as well?

Date - 05/11/2026 11:03 AM

Subcontractors will not be required to submit their certificates of insurance. The prime contractor is responsible for liabilities and damages arising from operations by prime contractor and subcontractors.

On the aircraft rated inlet, is there a specific model grate you want?

Date - 05/14/2026 08:59 AM

Neenah 3475 series was used as a basis of design for stormwater modeling; however, the double grate does not have to be aircraft rated. It only needs to have a wheel loading of 40,000 pounds per detail 3 of Drawing Number CC501.

What are the stone specs on the 24" Unsuitable Excavation with Stone Backfill?

Date - 05/14/2026 09:00 AM

Please see 152-1.3 of the specifications for additional information. The stone backfill shall meet the requirements of ARDOT Standard Specifications Section 207 Stone Backfill.

00 41 00 BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

TEXARKANA AIRPORT AUTHORITY
2600 TXK Boulevard
Texarkana, AR 71854

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **90** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 In submitting this Bid, Bidder acknowledges and accepts Contractor's representations as more fully set forth in the Contract.

2.03 In submitting this Bid, Bidder certifies Bidder is qualified to do business in the State of Arkansas as required by laws, rules and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following addenda:

Addendum No.	Addendum, Date
1	5-13-2026

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all laws and regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site

that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

K. The submission of the Bid constitutes that applicable sales taxes are included in the stated Bid prices for the work, unless provision is made herein for the bidder to separately itemize the estimated amount of sales tax.

L. By submitting a bid/proposal, the Bidder understands that the bid/proposal is subjected to the **Federal Aviation Administration requirements referenced in the Special Provisions.**

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder acknowledges that (1) each Bid unit price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 Bidder will complete the Work in accordance with the Contract Documents for the enclosed prices.

5.03 BID ALTERNATES

A. Not used.

5.04 BID SCHEDULES

A. There are **two** unit price schedules.

B. It is understood that:

1. All bid prices for each schedule shall be filled in. Failure to comply with this requirement of submitting a price for each and all of the bid schedules may render the Bid non-responsive and may cause its rejection.

2. The acceptance or rejection of any or all of these bid schedules is at the option of the Owner.

3. Acceptance or rejection of bid schedules will not necessarily be made on the basis of price alone.

4. Reference Document 00 21 00, Article 19 for Method of Award.

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TEXARKANA AIRPORT AUTHORITY
VEHICLE SERVICE ROAD CONSTRUCTION
UNIT PRICES - SCHEDULE 1
ASPHALT PAVEMENT

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	SS-120-3.1	Construction Safety and Security	LS	1	$34,000.00	$34,000.00
2	SS-130-4.1	Trench and Excavation Safety Systems	LS	1	$500.00	$500.00
3	SS-212-5.1	Woven Geotextile Fabric	SY	3,700	$4.00	$14,800.00
4	SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures	LS	1	$1,500.00	$1,500.00
5	SS-301-5.1	Existing Base Mounted Edge Light, Removed, Based Demolished	EA	1	$1,000.00	$1,000.00
6	SS-303-5.1a	12" Aggregate Base Course	SY	4,600	$32.00	$147,200.00
7	SS-303-5.1b	6" Aggregate Base Course	SY	3,700	$17.00	$62,900.00
8	SS-303-5.1c	4" Aggregate Shoulder	SY	1,740	$14.00	$24,360.00
9	SS-310-5.1	Temporary Airfield Lighting (Work Area 3 & 4)	LS	1	$6,000.00	$6,000.00
10	SS-407-9.1	4" ACHM Surface Course (PG 70-22; 1/2" Mix)	SY	5,880	$34.00	$199,920.00
11	C-100-14.1	Contractor Quality Control Program (CQCP)	LS	1	$20,000.00	$20,000.00
12	C-102-5.1	Temporary Erosion Control	LS	1	$30,000.00	$30,000.00
13	C-105-6.1	Mobilization (Maximum 10% of Total bid)	LS	1	$108,430.00	$108,430.00
14	P-101-5.1	Pavement Removal	SY	680	$7.00	$4,760.00
15	P-151-4.1	Clearing and Grubbing	AC	2	$9,500.00	$19,000.00
16	P-152-4.1	Embankment In Place	CY	3,500	$14.00	$49,000.00
17	P-152-4.2	Unsuitable Excavation	CY	2,400	$20.00	$48,000.00
18	P-152-4.3	24" Unsuitable Excavation with Stone Backfill	SY	3,700	$50.00	$185,000.00
19	D-701-5.1a	42" Reinforced Concrete Pipe (Class IV)	LF	100	$258.00	$25,800.00
20	D-701-5.1b	19" x 30" Elliptical Reinforced Concrete Pipe (Class IV)	LF	220	$156.00	$34,320.00
21	D-751-5.1	5.5' X 5.5' Aircraft Double Grate Inlet	EA	1	$19,500.00	$19,500.00
22	D-752-5.1a	42" Headwall Winged	EA	1	$11,650.00	$11,650.00
23	D-752-5.1b	19"x30" RCP Flared End Section	EA	6	$2,200.00	$13,200.00
24	D-754-5.1	Concrete Ditch Paving (6-inch)	SY	370	$121.00	$44,770.00
25	T-901-5.1	Seeding	AC	5	$2,400.00	$12,000.00
26	T-904-5.1	Sodding	SY	1,390	$5.50	$7,645.00
27	T-905-5.1	Topsoiling (4" Thick, Obtained On-Site)	SY	20,530	$1.50	$30,795.00
28	L-108-5.1	No. 8 AWG, 5 KV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	150	$5.00	$750.00
29	L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed Above the Duct Bank or Conduit, Including Connections/Terminations	LF	150	$5.00	$750.00
30	L-110-5.1	Concrete Encased Electrical Conduit, 1-Way 2"C	LF	70	$60.00	$4,200.00
31	L-110-5.2	Non Encased Electrical Conduit, 1-Way 2"C	LF	80	$25.00	$2,000.00

TEXARKANA AIRPORT AUTHORITY
VEHICLE SERVICE ROAD CONSTRUCTION
UNIT PRICES - SCHEDULE 1
ASPHALT PAVEMENT

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
32	L-125-5.1	L-852T Low Profile Base Mounted In-Pavement Taxiway Edge Light, Installed	EA	1	$4,000.00	$4,000.00

TOTAL BID - SCHEDULE 1 **$1,167,750.00**

TEXARKANA AIRPORT AUTHORITY
VEHICLE SERVICE ROAD CONSTRUCTION
UNIT PRICES - SCHEDULE 2
CONCRETE PAVEMENT

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	SS-120-3.1	Construction Safety and Security	LS	1	$34,000.00	$34,000.00
2	SS-130-4.1	Trench and Excavation Safety Systems	LS	1	$500.00	$500.00
3	SS-212-5.1	Woven Geotextile Fabric	SY	3,700	$4.00	$14,800.00
4	SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures	LS	1	$1,500.00	$1,500.00
5	SS-301-5.1	Existing Base Mounted Edge Light, Removed, Based Demolished	EA	1	$1,000.00	$1,000.00
6	SS-303-5.1b	6" Aggregate Base Course	SY	8,600	$17.00	$146,200.00
7	SS-303-5.1d	7" Aggregate Shoulder	SY	1,740	$21.00	$36,540.00
8	SS-310-5.1	Temporary Airfield Lighting (Work Area 3 & 4)	LS	1	$6,000.00	$6,000.00
9	SS-501-5.1	7" Portland Cement Concrete Pavement	SY	5,880	$72.00	$423,360.00
10	C-100-14.1	Contractor Quality Control Program (CQCP)	LS	1	$20,000.00	$20,000.00
11	C-102-5.1	Temporary Erosion Control	LS	1	$30,000.00	$30,000.00
12	C-105-6.1	Mobilization (Maximum 10% of Total bid)	LS	1	$113,155.00	$113,155.00
13	P-101-5.1	Pavement Removal	SY	680	$7.00	$4,760.00
14	P-151-4.1	Clearing and Grubbing	AC	2	$9,500.00	$19,000.00
15	P-152-4.1	Embankment In Place	CY	3,150	$14.00	$44,100.00
16	P-152-4.2	Unsuitable Excavation	CY	2,400	$20.00	$48,000.00
17	P-152-4.3	24" Unsuitable Excavation with Stone Backfill	SY	3,700	$50.00	$185,000.00
18	D-701-5.1a	42" Reinforced Concrete Pipe (Class IV)	LF	100	$258.00	$25,800.00
19	D-701-5.1b	19" x 30" Elliptical Reinforced Concrete Pipe (Class IV)	LF	220	$156.00	$34,320.00
20	D-751-5.1	5.5' X 5.5' Aircraft Double Grate Inlet	EA	1	$19,500.00	$19,500.00
21	D-752-5.1a	42" Headwall Winged	EA	1	$11,650.00	$11,650.00
22	D-752-5.1b	19"x30" RCP Flared End Section	EA	6	$2,200.00	$13,200.00
23	D-754-5.1	Concrete Ditch Paving	SY	370	$121.00	$44,770.00
24	T-901-5.1	Seeding	AC	5	$2,400.00	$12,000.00
25	T-904-5.1	Sodding	SY	1,390	$5.50	$7,645.00
26	T-905-5.1	Topsoiling (4" Thick, Obtained On-Site)	SY	20,530	$1.50	$30,795.00
27	L-108-5.1	No. 8 AWG, 5 KV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	150	$5.00	$750.00
28	L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed Above the Duct Bank or Conduit, Including Connections/Terminations	LF	150	$5.00	$750.00
29	L-110-5.1	Concrete Encased Electrical Conduit, 1-Way 2"C	LF	70	$60.00	$4,200.00
30	L-110-5.2	Non Encased Electrical Conduit, 1-Way 2"C	LF	80	$25.00	$2,000.00
31	L-125-5.1	L-825T Low Profile Base Mounted In-Pavement Taxiway Edge Light, Installed	EA	1	$4,000.00	$4,000.00
					TOTAL BID - SCHEDULE 2	**$1,339,295.00**

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ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Section 90-09 of the General Provisions on or before the dates or within the number of calendar days indicated in the Contract.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security (00 43 13);

B. List of Proposed Subcontractors (00 43 36)

C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

D. Contractor's License No.: 0034960562 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

E. Required Bidder Qualifications Statement (00 45 13) with supporting data; and

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Provisions, and the Special Provisions.

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ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Tatum Excavating Company, Inc.

By:
[Signature]

[Printed name] S. Ross Sarine

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]

[Printed name] Caleb Young

Title: Senior Manager - Estimating & Construction

Submittal Date: 5-19-2026

Address for giving notices:

2416 S Lake Dr, Texarkana, TX 75501

Telephone Number: 903-792-3971

Fax Number: 903-792-4593

Contact Name and e-mail address: S. Ross Sarine

ross@tatumexcavating.com

Bidder's License No.: 0034960562
(where applicable)

00 43 36 LIST OF PROPOSED SUBCONTRACTORS

I, the undersigned Bidder, hereby certify that proposals from the following subcontractors were used in the preparation of my Bid. I agree that if I am the successful Bidder and if the following subcontracts are approved, I will not enter into contracts with others for these divisions of the work without prior written approval from the Engineer and the Owner.

For Annual Gross Receipts:

- Enter 1 for Less than $1 Million
- Enter 2 for More than $1 Million, Less than $5 Million
- Enter 3 for More than $5 Million, Less than $10 Million
- Enter 4 for More than $10 Million, Less than $15 Million
- Enter 5 for More than $15 Million

Firm Name and Address:	Razorback Asphalt Paving	1710 E 9th St, Texarkana, AR 71854
Arkansas License No. (if applicable):	0414780526	
Scope of Work:	Asphalt Paving	
Applicable NAICS Code(s):	N/A	
Subcontract Amount:	$195,098.40	
Age of Firm:	14 Years	
Annual Gross Receipts:	2	

Firm Name and Address:	H&H Electric, Inc.	158 Technic Circle, Hot Springs, AR 71902
Arkansas License No. (if applicable):	0012550127	
Scope of Work:	Electrical	
Applicable NAICS Code(s):	N/A	
Subcontract Amount:	$22,700.00	
Age of Firm:	50 Years	
Annual Gross Receipts:	3	

Firm Name and Address:	TCC, Inc. 2621 Spruce St, Texarkana, TX 75503
Arkansas License No. (if applicable):	0340780526
Scope of Work:	Concrete/Flatwork
Applicable NAICS Code(s):	N/A
Subcontract Amount:	$456,983.00
Age of Firm:	12 Years
Annual Gross Receipts:	5

Firm Name and Address:	Custom Pavement Maintenance & Safety PO Box 435, Van Buren, AR 72957
Arkansas License No. (if applicable):	03540905210
Scope of Work:	Pavement Marking & Safety
Applicable NAICS Code(s):	217310
Subcontract Amount:	$8,600.00
Age of Firm:	10 Years
Annual Gross Receipts:	3

Firm Name and Address:	
Arkansas License No. (if applicable):	
Scope of Work:	
Applicable NAICS Code(s):	
Subcontract Amount:	
Age of Firm:	
Annual Gross Receipts:	

Texarkana Regional Airport (TXK)
Vehicle Service Road Construction

Bidder (General Contractor):	Tatum Excavating Company, Inc.
Address:	2416 S Lake Dr, Texarkana, TX 75501
Arkansas License No.:	0034960562
Age of Firm:	41 Years
Annual Gross Receipts:	5
By*:	
Title:	Vice President
Percent of Contract to be Completed by DBE:	N/A

TATUM EXCAVATING COMPANY, INC. CORPORATE SEAL TEXARKANA, TEXAS

*Signature must be the same as on the Bid form.

Notes:

(1) Bidder and subcontractors shall have evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.

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00 45 13 QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: Tatum Excavating Company, Inc.

Address: 2416 S Lake Dr, Texarkana, TX 75501

2. SUBMITTED FOR:

Owner: **TEXARKANA AIRPORT AUTHORITY**

Project Name: **VEHICLE SERVICE ROAD CONSTRUCTION**

TYPE OF WORK: The project includes the construction of a 12-foot-wide paved vehicle service road with stone shoulders, storm drainage, and associated site work.

3. CONTRACTOR'S CONTACT INFORMATION

Contact Person: S. Ross Sarine

Title: Vice President

Phone: 903-792-3971

Email: ross@tatumexcavating.com

4. AFFILIATED COMPANIES:

Name: TCC, Inc.

Address: 2621 Spruce St, Texarkana, TX 75503

5. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☒ CORPORATION

State of Organization: Texas

Date of Organization: 1-7-1986

Executive Officers:

- President: Troy R. Nipper
- Vice President(s): S. Ross Sarine

_____

_____

- Treasurer: S. Ross Sarine
- Secretary: S. Ross Sarine

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____
- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____
- Address: _____

_____

Joint Venture Managing Partner

- Name: _____
- Address: _____

_____

6. LICENSING

Jurisdiction: State of Arkansas

Type of License: Commercial Contractors License

License Number: 0034960562

Jurisdiction: _____

Type of License: _____

License Number: _____

Has firm listed in Section 1 ever been fined or suspended by a Contractor's licensing board?

☐YES ☒ NO

If YES, attach as an Attachment details including where and why.

7. CERTIFICATIONS

	CERTIFIED BY:
Disadvantage Business Enterprise:	N/A
Minority Business Enterprise:	N/A
Woman Owned Enterprise:	N/A
Small Business Enterprise:	N/A
Other (N/A):	N/A

8. BONDING INFORMATION

Bonding Company: Travelers Casualty & Surety Company

Address: 1 Town Square, Hartford, CT 06183

Bonding Agent: Offenhauser & Company

Address: 2301 Moores Ln, Texarkana, TX 75503

Contact Name: Scott Bruner

Phone: 903-793-5511

Aggregate Bonding Capacity: $80,000,000.00

Available Bonding Capacity as of date of this submittal: +/- $70,000,000.00

9. FINANCIAL INFORMATION

Financial Institution: Cadence Bank

Address: 5702 Richmond Rd, Texarkana, TX 75503

Account Manager: George Merrill

Phone: 903-223-2205

Credit available: $ 1,000,000.00

10. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

11. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Doyle Potts

Include the following as attachments:

[If requested after the bid,]Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

[If requested after the bid,]Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

[If requested after the bid,]Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section 1 (and for each proposed subcontractor and supplier furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	2025	EMR	0.66
YEAR	2024	EMR	0.71
YEAR	2023	EMR	0.91
YEAR	2022	EMR	0.72
YEAR	2021	EMR	0.70

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	2025	TRFR	0
YEAR	2024	TRFR	0
YEAR	2023	TRFR	0
YEAR	2022	TRFR	0
YEAR	2021	TRFR	0

Total number of man-hours worked for the last 5 Years:

YEAR	2025	TOTAL NUMBER OF MAN-HOURS	161,629
YEAR	2024	TOTAL NUMBER OF MAN-HOURS	149,683
YEAR	2023	TOTAL NUMBER OF MAN-HOURS	101,905
YEAR	2022	TOTAL NUMBER OF MAN-HOURS	109,580
YEAR	2021	TOTAL NUMBER OF MAN-HOURS	104,690

Provide Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed subcontractors and suppliers) for the last 5 years:

YEAR	2025	DART	0
YEAR	2024	DART	0
YEAR	2023	DART	0
YEAR	2022	DART	0
YEAR	2021	DART	0

12. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on project.

Attached at Back

13. ELECTRICAL EXPERIENCE:

Provide background and experience of the Master Electrician(s) licensed in state of Arkansas (issued by the Arkansas Board of Electrical Examiners) who have proper skills in supervising, performing, and maintaining the electrical work. Attached at Back

Provide Master Electrician(s) licenses for the qualified electrical supervisor(s) for supervising the 5 kV airfield lighting work and provide Journeyman(s) licenses for those that will assist in the work. Provide certifications and qualifications of each proposed 5 kV cable splicer, with minimum (3) years continuous experience in terminating/splicing medium voltage cables.

Attached at Back

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Tatum Excavating Company, Inc.

BY: _____

TITLE: Vice President

DATED: 5-19-2026

TATUM EXCAVATING COMPANY, INC. CORPORATE SEAL TEXARKANA, TEXAS

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 19th DAY OF May, 2026

NOTARY PUBLIC - STATE OF Texas

MY COMMISSION EXPIRES: 9.6.2028

BRANDI RENEE YOUNG
NOTARY PUBLIC
STATE OF TEXAS
ID # 135078957
My Comm. Expires 09-06-2028

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience)*.
2. Schedule B (Previous Experience)*.
3. Schedule C (Major Equipment)*.
4. Evidence of authority for individuals listed in Section 5 to bind organization to an agreement.
5. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
6. Required safety program submittals listed in Section 11.
7. Resumes and licenses of key electrical individuals requested in Section 13.

*Information may be provided on form attached or bidder provided form containing similar information.

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CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
TXK Reg Airport - AVGAS System	Name: TXK Reg Airport Authority Address: 2600 TXK Blvd, Texarkana, AR 71854 Telephone: (870) 774-2171	Name: Jordan C. Culver Company: Garver USA Telephone: (479) 287-4690	2-5-2026	Demolition, Mass Excavation, Aggregate Base, Electrical Utilities, Concrete Paving	Open	$329,630.00
TXK Reg Airport - Apron Phase 3	Name: TXK Reg Airport Authority Address: 2600 TXK Blvd, Texarkana, AR 71854 Telephone: (870) 774-2171	Name: Mitch Rose Company: McLelland Consulting & Engineering Telephone: (501) 371-0272	9-19-2025	Demolition, Mass Excavation, Aggregate Base, Storm Drainage, Utilities, Concrete & Asphalt Paving	Open	$3,793,953.00
City of Texarkana, TX West Park Blvd Reconstruction	Name: Angela Humphrey Address: 220 Texas Blvd, Texarkana, TX 75501 Telephone: (903) 798-3942	Name: Kayla Woods Company: MTG Engineers & Surveyors Telephone: (903) 838-8533	3-18-2025	Demolition, Roadway Construction, Storm Drainage	Open	$1,694,970.00
Maud ISD - Drive Loop Additions	Name: Maud ISD Address: 389 Houston St, Maud, TX 75567 Telephone: 903-585-2219	Name: Jason Byerly Company: WRA Architects, Inc. Telephone: 214-750-0077	12-31-2025	Demolition, Roadway Construction, Storm Drainage	Open	$371,850.00
Hallsville ISD - Stadium Parking Lot	Name: John Martin - Hallsville ISD Address: 303 Willow St, Hallsville, TX 75650 Telephone: (903) 668-5990	Name: Joe W. Hart III Company: Johnson & Pace Engineering Telephone: 903-753-0663	10-7-2025	Demolition, Mass Excavation, Aggregate Base, Storm Drainage, Utilities, Concrete & Asphalt Paving	Open	$484,436.36
Mena Airport Taxiway C Reconstruction	Name: Fred Ogden - Mena Ubermountain Municipal Airport Address: 210 Arkansas St, Mena, AR 71953 Telephone: (469) 267-3839	Name: Chris Maestri Company: Garver USA Telephone: (479) 287-4690	1-20-2025	Demolition, Grading, Storm Drainage	Open	$3,251,667.00
U of A Rich Mountain	Name: Jason Wood Address: 1100 College Dr, Mena, AR 71953 Telephone: (479) 394-7622	Name: Blake A. Peacock Company: Hawkins-Weir Engineers Telephone: (501) 374-4846	7-11-2025	Mass Excavation, Aggregate Base, Storm Drainage, Utilities	Open	$608,900.00

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PREVIOUS EXPERIENCE (I

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
PGISD Middle School	Name: Chad Pirtle Address: 8500 N Kings Hwy, Texarkana, TX 75503 Telephone: (903) 832-8005	Name: Kayla Woods Company: MTG Engineers & Surveyors Telephone: (903) 838-8533	5-19-2023	Demolition, Excavation, Storm Drainage	Completed	$542,630.00
Golden Chick - Stateline Avenue Texarkana, TX	Name: Golden Southern Services Address: 1131 Rockingham Dr Suite 250, Richardson, TX Telephone:	Name: Daniel Parish Company: Visual Architectural Telephone: (214) 675-9175	1-22-2024	Demolition, Excavation, Storm Drainage, Aggregate Base Course	Completed	$243,250.00
Clayton Homes	Name: Steve Brandt Address: 5000 Clayton Rd, Maryville, TN Telephone: (865) 380-3000	Name: Kayla Woods Company: MTG Engineers & Surveyors Telephone: (903) 838-8533	3-27-2023	Residential Subdivision	Completed	$1,094,105.00
Quick Trip Store #7900 Nash, TX	Name: Cissell Meuller Construction Address: 5530 Salt River Rd, St Peters, MO 63376 Telephone: (636) 970-0330	Name: Jonathan E. Schindler Company: Kirkman Engineering LLC Telephone: (817) 488-4960	9-8-2022	New Store Location	Completed	$1,120,000.00
Quick Trip Store#7906 Marshall, TX	Name: Cissell Meuller Construction Address: 5530 Salt River Rd, St Peters, MO 63376 Telephone: (636) 970-0330	Name: Jonathan E. Schindler Company: Kirkman Engineering LLC Telephone: (817) 488-4960	10-16-2022	New Store Location	Completed	$1,679,985.00
Texarkana Regional Airport Apron & Connecting Taxiway	Name: Paul Mehrlick III, Address: 201 Airport Dr, Texarkana, AR 71854 Telephone: (870) 774-2171	Name: Mitch Rose Company: McLelland Consulting Telephone: (501) 371-0272	9-1-2022	New Concrete Terminal Apron & Connecting Taxiway	Completed	$7,475,007.00
McCurtain County Regional Airport Runway & Lighting	Name: Craig Young Address: 201 E Main St, Idabel, OK Telephone: (580) 286-7608	Name: Adam P. Robertson Company: Garver Telephone: (501) 376-3633	5-6-2022	Runway Lighting Rehabilitation	Completed	$3,275,962.00

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PREVIOUS EXPERIENCE (

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Wadley Regional Medical Center	Name: Medical Properties Trust, Inc. Address: 1000 Urban Center Dr, Suite 501 Telephone: (205) 969-3755	Name: Adam W. Crunk Company: Crunk Engineering LLC Telephone: (615) 873-1795	12-13-2022	Mass Excavation, Storm Drainage, Utilities, Aggregate Base, Concrete Flatwork, Asphalt Paving, Clearing & Grubbing	Completed	$10,131,107.00
Pleasant Grove High School-Baseball, Softball, & Track	Name: Chad Pirtle Pleasant Grove ISD Address: 8500 N Kings Hwy, Texarkana, TX 75503 Telephone: (903) 832-8005	Name: Kayla Woods Company: MTG Engineers & Surveyors Telephone: (903) 838-8533	1-9-2025	Mass Excavation, Storm Drainage, Utilities, Aggregate Base, Asphalt Paving, Cement Stabilization	Completed	$1,707,974.00
Texarkana ISD Dunbar Early Education Center	Name: Doug Brubaker Texarkana ISD Address: 4241 Summerhill Rd, Texarkana, TX 75503 Telephone: (903) 794-3891	Name: Kayla Woods Company: MTG Engineers & Surveyors Telephone: (903) 838-8533	2-7-2024	Demolition, Mass Excavation, Aggregate Base, Geogrid, Storm Drainage, Utilities, Clearing & Grubbing	Completed	$1,306,695.00
Red River Army Depot-Street Reconstruction	Name: Zachary Burks Red River Army Depot Address: 100 James Carlow Dr, New Boston, TX 75570 Telephone: (903) 417-2919	Name: Zachary Burks Company: Red River Army Depot Telephone: (903) 417-2919	9-20-2024	Demolition, Subgrade Prep, Soil Stabilization, Concrete Road Paving	Completed	$1,599,600.00
Texarkana AR Streets	Name: City of Texarkana, AR Address: 216 Walnut St, Texarkana, AR Telephone: (870) 779-4991	Name: Jason Haley Company: A.L. Franks Telephone: (870) 216-1906	7-25-2024	Milling, Grading, Storm Drainage, Cement Stabilization, Asphalt Paving	Completed	$1,324,091.00
NDISD - CTE Early Civil Package	Name: New Boston ISD Address: 1 W Lion Dr, New Boston, TX 75570 Telephone: (903) 628-2521	Name: Derrik Godwin Company: Godwin Design Architects Telephone: (903) 650-6312	5-31-2024	Demolition, Grading, Storm Drainage	Completed	$211,683.00
Broken Bow Airport Runway Rehabilitation	Name: Vicki Patterson City of Broken Bow, OK Address: 210 N Broadway St, Mena, AR Telephone: (580) 584-2282	Name: Toby Baker Company: Parkhill Telephone: (405) 832-9903	2-4-2025	Demolition, Mass Excavation, Aggregate Base, Storm Drainage, Utilities, Concrete & Asphalt Paving	Completed	$1,055,300.00

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ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
Caterpillar RM-400 Reclaimer	4-1-2024	Excellent	$708,000
Caterpillar 340 Excavator	9-17-2024	Excellent	$437,000
Caterpillar CS54B 84" Vibratory Compactor	9-7-2021	Very Good	$125,000
Caterpillar D6XE LGP VP Track Type Tractor	11-16-2020	Very Good	$443,500
Caterpillar 303.5CR Mini-EX	11-23-2021	Very Good	$56,000
Caterpillar 289D XPS	12-22-2022	Very Good	$150,000
Caterpillar 140M3	5-10-2023	Excellent	$275,000
Caterpillar D6XE LGP VP Track Type Tractor	8-25-2023	Excellent	$567,000
Caterpillar D6XE LGP VP Track Type Tractor	8-25-2023	Excellent	$567,000
Caterpillar 326	8-17-2023	Excellent	$340,000
Caterpillar 420XE Backhoe/Loader	3-25-2024	Excellent	$180,000
Caterpillar CP54B Padfoot Roller	3-31-2024	Excellent	$150,000
Caterpillar 265 Compact Track Loader CTL	6-27-2025	Excellent	$102,000
Caterpillar 303.5 Mini-EX	6-27-2025	Excellent	$70,000
Caterpillar 303.5 Mini-EX	6-27-2025	Excellent	$70,000
Caterpillar CS54B 84" Vibratory Compactor	6-17-2025	Excellent	$125,000
Caterpillar CS54B 84" Vibratory Compactor	6-17-2025	Excellent	$125,000
Caterpillar 326	9-22-2025	Excellent	$300,000
Caterpillar D4 LGP Track Type Tractor	9-11-2025	Excellent	$260,000

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00 45 46 BIDDER CERTIFICATIONS

BUY AMERICAN CERTIFICATION

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws[1], U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

TATUM EXCAVATING COMPANY INC. CORPORATE SEAL TEXARKANA, TEXAS

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

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CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS
(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;
b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

5-19-2026	
Date	Signature
Tatum Excavating Company, Inc	Vice President
Company Name	Title

TATUM EXCAVATING COMPANY INC. CORPORATE SEAL TEXARKANA, TEXAS

CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

Bidder must complete the following two certification statements. The Bidder must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. Bidder agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not (X) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note:
If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification - The information above is true and complete to the best of my knowledge and belief.

S. Ross Sarine - Vice President
Name and Title of Signer (Please Type)

TATUM EXCAVATING COMPANY INC. CORPORATE SEAL TEXARKANA, TEXAS

Signature

5-19-2026
Date

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NONSEGREGATED FACILITIES

1. This Certification of Non-segregated Facilities shall be submitted prior to the award of the construction contract.

2. The awarded Contractor will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

S. Ross Sarine - Vice President

Name and Title of Signer (Please Type)



Signature

5-19-2026

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

By submitting a Bid under this solicitation, the Bidder certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification - The information above is true and complete to the best of my knowledge and belief.

S. Ross Sarine - Vice President

Name and Title of Signer (Please Type)



5-19-2026

Signature Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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License No. 0034960526

2026-107 ADTH#4852

State of Arkansas

Commercial Contractors Licensing Board

TATUM EXCAVATING COMPANY, INC.
2416 S LAKE DR
TEXARKANA, TX 75501-7648

This is to Certify That TATUM EXCAVATING COMPANY, INC.

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

BUILDING
- (COMMERCIAL & RESIDENTIAL)
HIGHWAY, RAILROAD, AIRPORT CONSTRUCTION
MUNICIPAL & UTILITY CONSTRUCTION
SPECIALTY
Cofferdams, Dikes, Levees, Canals

This contractor has an unlimited suggested bid limit.

from June 13, 2025 **until** May 31, 2026 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:

GREAT SEAL OF THE STATE OF ARKANSAS

CHAIRMAN

SECRETARY

June 13, 2025 - dsa

ARDOT.gov | Jared D. Wiley, P.E., Director

PROGRAM MANAGEMENT DIVISION
10324 Interstate 30 | P.O. Box 2261, Little Rock, AR 72203-2261
Phone: (501) 569-2262 | Fax: (501) 569-2623

April 7, 2026

Tatum Excavating Co., Inc.
2416 South Lake Dr.
Texarkana, TX 75501

Reference is made to the Prequalification Questionnaire submitted by your organization showing conditions as of December 31, 2025.

The rating extended to your organization is Unlimited.

As stated in Section 102.01 of the 2014 Edition of the Standard Specifications for Highway Construction, this rating will extend your prequalification period for one year from the financial statement date, December 31, 2025, plus a grace period of four months. The Highway Commission policy does not allow an extension of the grace period. Therefore, to maintain a continuous prequalification status, it will be necessary that you submit a new statement prior to the expiration of the grace period. A reminder notification will be mailed to you during the anniversary month of your current prequalification statement.

If you have any questions, please contact Bonnie Taylor at (501)569-2538.

Sincerely,

Daniel Sisbowski

Division Engineer
Program Management

c: Natasha Halbert, DBE Specialist

2026-107 ATTH 02

Search Incorporations, Cooperatives, Banks and Insurance Companies

This is only a preliminary search and no guarantee that a name is available for initial filing until a confirmation has been received from the Secretary of State after filing has been processed Please review our NAME AVAILABILITY GUIDELINES HERE prior to searching for a new entity name.

Printer Friendly Version

LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

Begin New Search

For service of process contact the Secretary of State's office.

Corporation Name	TATUM EXCAVATING COMPANY, INC.
Fictitious Names	TEC, INC.
Filing #	100066663
Filing Type	Foreign For Profit Corporation
Filed under Act	For Bus Corp; 958 of 1987
Status	Good Standing
Principal Address	
Reg. Agent	CHRISTA ROUSE
Agent Address	7006 SUGAR CREST DRIVE TEXARKANA, AR 71854
Date Filed	01/29/1986
Officers	SEE FILE, Incorporator/Organizer DAVID R. MOORE , Tax Preparer TROY NIPPER , President SCOTT ROSS SARINE , Vice-President
Foreign Name	N/A
Foreign Address	2416 S. LAKE DR TEXARKANA, TX 75501
State of Origin	TX

Purchase a Certificate of Good Standing for this Entity

Pay Franchise Tax for this corporation

TEC, Inc. Key Personnel

Name, Title, Years of Experience

Troy R. Nipper, *President,* **43 Years**

- Self-made construction industry professional since 1983
- Successful construction business owner and operator since 1985
- Lifetime construction professional with extensive experience in all facets of the construction process from project inception to closeout.
- Heavy experience in federal, municipal, and private sectors in many disciplines including commercial construction, interior finish-out, concrete construction, excavation & grading and water & sewer utilities.
- *Possesses a knack for corporate structure as well as project structure & procedure to optimize successes of teams both at the project and corporate level.*

S. Ross Sarine, *CPC*, *Vice President,* **23 Years**

- **Texas A&M University / Class of 2003**
- *Construction Science Degree with Minor in Business Administration*
- **Certified Professional Constructor *(CPC)***
- *Certified construction professional with a passion and dedication for professionalism, ethics and teamwork in the construction industry.*
- Complete dedication to influencing client outcomes through attention to detail and quality service.
- Heavy experience in federal, municipal and private sectors in many disciplines with a primary focus on concrete construction, excavation & grading and water & sewer utilities.

R. Scott Sarine, *Senior Estimator / Project Executive,* **49 Years**

- **Texas A&M University – Class of 1977**
- *Civil Engineering*
- Lifetime construction professional having worked in many geographic regions, markets and disciplines.
- *Skilled in equipment & resource management, attention to detail, following protocol and ensuring compliances with federal processes and work requirements.*
- Heavy experience in DOT, municipal and private sectors with historical focus on commercial building construction, asphalt paving, highway & aviation pavements, roadway subgrades and excavation & grading.

Caleb Young, P.E. *Senior Manager – Estimating & Construction,* **8 Years**

- **University of Texas at Tyler – Class of 2018**
- 4 Summer interns with TxDot. 2014 -2017
- Full time with TxDot May, 2018 – September 2022
- TEC September 2022 – Present
- B.S. in Civil Engineering from UT Tyler – May 2018
- Minor in Construction Management UT Tyler – May 2018
- Professional Engineer License – January 2022 – Present

Jacob Bobbitt, *Estimator & Project Manager,* **4 Years**

- **Texas A&M University – Class of 2022**
- *Emerging construction professional with experience in 2D & 3D construction quantity takeoffs, budget processing, estimating and workflow management.*
- Well-rounded background in project management, logistics, banking, and construction management.

Kolt Beckham, *Project Engineer,* **3 Years**

- **UACCH – Hope, AR – Class of 2016**
- *Emerging construction professional with experience in 2D construction quantity takeoffs, budget processing, estimating and workflow management.*
- Well-rounded background in logistics, welding, electrical, plumbing, non-destructive testing, banking, and construction management.

Lacretia Sorenson, *Office & Accounting Manager,* **14 Years**

- Construction accounting professional since 2012
- Experienced in all facets of construction administration and with management responsibilities over all office and accounting functions.
- Key skills include accounts payable and accounts receivable with marked experience in certified payrolls and associated federal reporting requirements.
- A task master with attention to prompt responses and compliance with established protocols.
- *Member, Institute of Certified Construction Industry Financial Professionals*

Jimmy Garnett, *Construction Operations Manager,* **18 Years**

- Construction industry professional and TEC, Inc. employee since 2008
- Heavy experience in federal, municipal and commercial markets.
- Key experience includes multiple *Corps of Engineers*, multiple *FAA* aviation and countless municipal and private projects in multiple states.
- Experienced in federal processes, specifications and *EM-385 compliance*.
- *Skilled performer and manager* of a combination of self-performed disciplines and subcontracted specialty trades.
- *Professional team builder skilled at collectively managing with shared goals*

Pete Lee, *Superintendent,* **43 Years**

- Construction industry professional since 1983
- TEC, Inc. employee since 1994
- Heavy experience in federal, municipal, and commercial markets.
- *Key experiences include 10+ years managing Corps of Engineers IDIQ task orders at Wright Patman Lake for TEC, Inc.*
- Experienced in federal processes, specifications and *EM-385 compliance*.
- Other experience includes an array of commercial and municipal projects, generally civil in nature.
- Skilled performer with a knack for *lean construction processes* and performance efficiency.

Mike Bowman, *Survey & Quality Control Manager,* **10 Years**

- Drone Pilot, Retired Marine and Survey Professional
- *Skilled in the development of 3D models and construction layouts of all kind to include levels, robotic total stations and GPS.*
- GPS and robotic machine control specialist
- Extensive experience in federal, commercial and industrial works.

Doyle Potts, EMS, *Safety & Fleet Manager,* **12 Years**

- **Equipment Manager Specialist (EMS)**
- **OSHA 510 & 500 Trainer**
- Former Navy Seal
- Safety & logistics professional with experience developing and managing teams both in the military and professionally.
- Manages TEC, Inc. certifications and documentation across multiple platforms for pre-qualification with multiple industry clients and their associated pre-qualification and risk management systems.
- *Experienced in managing safety & health programs for federal, commercial and industrial work sites and clients.*
- *Certified OSHA trainer* and capable of managing the deployment of training resources and certifications through TEC, Inc. digital platform.

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2025

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Tatum Excavating Company, Inc.

Street 2416 S. Lake Drive

City Texarkana State Texas Zip 75501

Industry description (e.g., Manufacture of motor truck trailers)
Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 7 9 4

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 8 9 1 0

Employment information

Annual average number of employees 63

Total hours worked by all employees last year 154,562

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Ross Sarine
Company executive

Vice President
Title

(903) 792-3971
Phone

1/6/2026
Date

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2024

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Talum Excavating Company, Inc.

Street: 2416 S. Lake Drive

City: Texarkana State: Texas Zip: 75501

Industry description (e.g., Manufacture of motor truck trailers)
Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1794

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
238991

Employment information

Annual average number of employees: 67

Total hours worked by all employees last year: 161,825

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Ross Sarina
Company executive

Vice President
Title

(903) 792-3971
Phone

1/6/2025
Date

OSHA's Form 300 (Rev. 01/2004)
Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2024

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name: Tatum Excavating Company, Inc.

City: Texarkana State: TX

Identify the person			Describe the case			Classify the case				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:						(M)					
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1																	
2																	
3																	
					Page totals	0	0	0	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Page 1 of 1

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2023

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Tatum Excavating Company, Inc.

Street: 2416 S. Lake Drive

City: Texarkana State: Texas Zip: 75501

Industry description (e.g., Manufacture of motor truck trailers): Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715): 1794

OR North American Industrial Classification (NAICS), if known (e.g., 336212): 238991

Employment information

Annual average number of employees: 52

Total hours worked by all employees last year: 149,683

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Ross Sarline
Company executive

Vice President
Title

(903) 792-3971
Phone

1/9/2024
Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2023

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Tatum Excavating Company, Inc.

City: Texarkana State: TX

Identify the person				Describe the case		Classify the case											
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1																	
2																	
3																	
					Page totals	0	0	0	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Page 1 of 1

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Tatum Excavating Company, Inc.

Street: 2416 S. Lake Drive

City: Texarkana State: Texas Zip: 75501

Industry description (e.g., Manufacture of motor truck trailers)
Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 7 9 4

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 3 8 9 1

Employment information

Annual average number of employees: 43

Total hours worked by all employees last year: 101,905

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Ross Sarino
Company executive

Vice President
Title

(903) 792-3971
Phone

1/6/2023
Date

OSHA's Form 300 (Rev. 01/2004)
Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Texarkana Concrete Construction

City: Texarkana State: TX

Identify the person			Describe the case			Classify the case											
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
						Death	Days away from work	Remained at work: Job transfer or restriction	Remained at work: Other recordable cases	Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1																	
2																	
3																	
					Page totals	0	0	0	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
	(1)	(2)	(3)	(4)	(5)	(6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Summary of Work-Related Injuries and Illnesses

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Tatum Excavating Company, Inc.

Street: 2416 S. Lake Drive

City: Texarkana State: Texas Zip: 75501

Industry description (e.g., Manufacture of motor truck trailers)
Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1794

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
233891

Employment information

Annual average number of employees: 44

Total hours worked by all employees last year: 109,580

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Ross Sarine
Company executive

Vice President
Title

(903) 792-3971
Phone

1/4/2022
Date

EVIDENCE OF AUTHORITY TO SIGN:

MINUTES OF SPECIAL MEETING OF SHAREHOLDERS OF TATUM EXCAVATING COMPANY, INC. (TEC, INC.)

A special meeting of the shareholders of TATUM EXCAVATING COMPANY, INC. (TEC, INC.) (the "Corporation"), was held at 2416 South Lake Drive, Texarkana, Texas 75501, on May 9, 2011.

The meeting was called to order by TROY R. NIPPER, President of the Corporation. As authorized by the Bylaws, the President presided as Chairman of the meeting, and SCOTT R. SARINE, Secretary of the Corporation, acted as Secretary of the meeting and recorded the minutes.

The roll of holders of all of the outstanding shares of the Corporation was called, and the Secretary declared that a quorum was present.

The Chairman then announced that the meeting was called to consider the following:

To elect officers of the corporation. The Chairman called for nominations for Directors to serve for one year and until their successors are elected and qualified. The following persons were nominated:

TROY R. NIPPER
SCOTT R. SARINE

After discussion and motion duly made, seconded, and carried by vote, it was:

RESOLVED, that Troy R. Nipper and Scott R. Sarine are the elected officers of the corporation.

There being no further business to come before the shareholders, on motion duly made, seconded and carried, the meeting was adjourned.

TEC INC.
2416 S. LAKE DRIVE
TEXARKANA, TX 75501

SCOTT R. SARINE
Secretary

TROY R. NIPPER
President

ID #2825

License No. 0012550127

State of Arkansas

Commercial Contractors Licensing Board

H & H ELECTRIC, INC.
PO BOX 6425
HOT SPRINGS, AR 71902-6425

This is to Certify That H & H ELECTRIC, INC.

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

ELECTRICAL
SPECIALTY
Special Coatings or Applications, Caulking, Waterproofing

This contractor has an unlimited suggested bid limit.

from February 13, 2026 **until** January 31, 2027 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:

GREAT SEAL OF THE STATE OF ARKANSAS

CHAIRMAN

SECRETARY

February 13, 2026 - dsa

Resume

Ivan Holloway

CURRENT COMPANY: H & H Electric Inc. **TITLE:** President/Owner

ADDRESS: 158 Technic Circle, Hot Springs, AR 71901

EDUCATION:

High School: Bryant High School **Graduate:** (YES) / NO

College or Tech School: Lockheed Martin **Graduate:** (YES) / NO

Certificates: 6 Month Electronic School Lockheed Martin

CONSTRUCTION EXPERIENCE:

Company Name: Holloway Service Company **From** 1969 **to** 1973

Responsibilities: Instrumentation Calibration

Company Name: H & H Electric Inc. **From** 1973 **to** 2025

Responsibilities: Estimating, Job Coordination, Finance for the Company

I have been the President for current company for 48 years.

I am responsible for estimating, job coordination and finance for the company.

During the time I have been with the current company, we have successfully completed projects ranging in size from $5000.00 to $5,000,000.00.

Print Name: Ivan Holloway **Date:** 6/12/2025

Signature: Ivan Holloway

Resume:

Marcus Holloway

Current Company: H&H Electric Inc.

Company Address: 158 Technic Circle Hot Springs, AR 71901

Title: Vice President

Education:
High School: Magnet Cove High School
College: University of Arkansas

Work Experience:

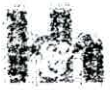
- **H&H Electric, Inc. From 1998 to Current**
- **12 years as an apprentice and journeyman electrician working in all divisions of the company.**
- **3 years H&H Electric, Inc. as Job Superintendent**
- **11 years as Vice President, Estimator, Project Manager.**
- **26 years doing 35kv, 15kv, 5kv and 600v terminations of cables, equipment and maintenance.**

During the time I have been with the company, we have successfully completed projects ranging in size from $5,000 to $6,000,000.00

Print Name: Marcus Holloway

Signature: Marcus Holloway

Date: June 12, 2025


Electric, Inc.
PO Box 6425 / 158 Technic Circle Hot Springs, AR 71902

Dylan Smith
Hot Springs, AR
dylan@hhinc.net

501-802-3062

Professional Summary

Experienced and results-driven electrical project manager with nearly two decades at H&H Electric. Proven ability to estimate, coordinate office personnel, manage field operations, and oversee materials and equipment. Adept at handling projects across a wide cost range, ensuring efficiency and quality at every level.

Professional Experience

H&H Electric – Hot Springs, AR
Electric Superintendent | 2007-2020

General Manager-2020-2025

- Managed electrical projects ranging from $500 to $3,800,000, ensuring timely completion and budget adherence.
- Conducted accurate job estimations, balancing cost efficiency with high-quality outcomes.
- Coordinated office personnel, optimizing workflow and communication between teams.
- Supervised all field activities, ensuring compliance with industry standards and safety regulations.
- Oversaw procurement and management of materials and equipment, streamlining operations to meet project deadlines.

Education

Malvern High School – Malvern, AR
High School Diploma | 2002

Skills & Qualifications

- Electrical Project Estimation & Budgeting
- Team Leadership & Coordination
- Field Operations Management
- Material & Equipment Procurement

- Strong Communication & Problem-Solving
- Industry Compliance & Safety Standards

References

Available upon request

Electric, Inc.
PO Box 6425 / 158 Technic Circle Hot Springs, AR 71902
Phone: 501-262-3320

L-108 Cable Splicer Qualification

The following personnel will be the designated splicer for this project:

Dylan Smith- Journeyman Electrician

3M Certified

Has 15 years experience making 5KV splices.

Projects

Helena	Fayetteville	Monticello
Texarkana	Springdale	Warren
Boone County	Newport	
Clinton National	Mena	
N. Little Rock	Hot Springs	
Rogers	Bentonville	
Arkadelphia	Melbourne	
Stuttgart	Walnut Ridge	
Fort Smith	Carlisle	

Randy Wellman-Journeyman Electrician

3M Certified

Has 15 years of experience making 5KV splices

Projects

Helena	Fayetteville
Texarkana	Springdale
Boone County	Newport
Mena	Warren
Hot Springs	Monticello
Bentonville	
Arkadelphia	
Stuttgart	
Fort Smith	

Christian Knapp - Journeyman Electrician

Has 4 years experience Making 5KV splices

3M Certified

Projects

Helena
Texarkana
Boone County
Rogers
Fayetteville
Fort Smith
Springdale
Bentonville



H&H Electric Inc.
Resume

Established in 1964, H&H Electric Inc. has built a legacy of excellence in the industrial electrical sector for over five decades. From its humble beginnings, the company has grown into a trusted name known for delivering reliable, innovative, and high-quality electrical solutions. With a foundation rooted in integrity, technical expertise, and customer satisfaction, H&H Electric has consistently adapted to the evolving demands of the industry while maintaining its commitment to superior service.

Throughout its history, H&H Electric has served a wide range of clients across industrial, commercial, and municipal sectors, earning a reputation for precision, safety, and professionalism. Our team of highly skilled electricians and project managers bring decades of experience to every job, ensuring that each project no matter the size or complexity is completed to the highest standards.

As technology advances and the electrical landscape continues to evolve, H&H Electric remains at the forefront by embracing innovation, investing in training, and maintaining strong relationships with suppliers and partners. Our dedication to continuous improvement and excellence has positioned us as one of the top electrical companies in the region.

At H&H Electric Inc., we don't just power facilities—we power progress. Our mission is to deliver dependable electrical solutions that support the growth and success of our clients, while upholding the values that have guided us since 1964.

Below is a comprehensive overview of past projects successfully completed by H&H Electric Inc., showcasing our commitment to quality, safety, and customer satisfaction. Each project reflects our expertise in electrical contracting and our dedication to delivering reliable solutions across commercial, and industrial sectors.

1. North Garland County water $ 145,000.00

   Hot Springs, AR

2. Hormel Foods Substations 1,2, and 4 upgrade $ 2,820,110.00

   Little Rock, AR

3. Community Water controls/Scada upgrade $ 3,200,493.00

   Heber Springs, AR

4. Benton Water Telemetry/Scada upgrade $ 2,185,490.00

   Benton, AR

5. Water Users Association $ 400,000.00

   Benton, AR

6. Halliburton Water Reclamation Project $ 3,980,163.00

   Magnet cove, AR

7. Benton Water Plant Expansion $ 1,300,844.00

   Benton, AR

8. Hot Springs Gulpha Pump Station $ 2,153,412.00

   Hot springs, AR

9. Safe Foods $ 1,694,920.00

   Little Rock, AR

10. North Plant & Lee Creek WWTP $ 1,991,839.00

    Van Buren, AR

11. US Vanadium $ 825,000.00

    Hot Springs, AR

12. Remington Arms $ 3,187,000

    Lonoke, AR

13. General Cable $ 1,850,723.00

    Hot Springs, AR

14. Bill and Hillary Airport $ 1,412,380.00

    Little Rock, AR

15. University of Arkansas $ 1,243,029.00

    Fayetteville, AR

16. Arkansas Math & Science school $ 508,299.00

    Hot Springs, AR

17. Tyson Foods $ 5,275,912.00

    Springdale, AR
    Hope, AR

18. Ouachita Water Treatment Plant $ 2,194,632

    Hot Springs, AR

19. HSV Cortez Pump Station $ 557,000.00

    Hot Spring Village, AR

20. Halliburton Water Plant Upgrade $ 887,000.00

    Magnet Cove, AR

21. Texarkana Airport Project $ 362,840.00

    Texarkana, AR

22. Remington Arms $ 1,630,910.00

    Lonoke, AR

23. Riviana Foods $ 1,470,192.00

    Carlisle, AR

24. Chenault Reservoir $ 1,342,011.00

    Benton, AR

25. North Little Rock Airport $ 391,877.00

    Noth Little Rock, AR

26. Hormel Foods $ 1,380,540.00

    Little Rock, AR

27. Hormel Foods Controls $ 983,441.00

    Little Rock, AR

28. Texarkana Airport Project $ 384,290.00

    Texarkana, AR

Project Portfolio Overview

At H&H Electric, we take immense pride in the work we do and the relationships we build. The projects highlighted above represent just a small sample of the diverse and impactful work our team has completed across various industries and sectors. Each project reflects our commitment to quality, safety, innovation, and client satisfaction.

From complex industrial installations to precision automation systems, our team approaches every job with a deep sense of responsibility and craftsmanship. We understand that our clients rely on us not only for technical expertise but also for dependable service, clear communication, and long-term value. That's why we treat every project—regardless of size or scope—with the same level of care and professionalism.

Commitment to Excellence

Our success is built on a foundation of trust, integrity, and technical excellence. We work closely with our clients from the initial planning stages through final commissioning, ensuring that every detail is accounted for and every expectation is met. Whether we're designing a custom control system, upgrading electrical infrastructure, or integrating advanced PLC technologies, our goal is always the same: to deliver results that exceed expectations.

We are proud to have served a wide range of clients, including manufacturing facilities, commercial enterprises, municipal organizations, and private developers. Each partnership has helped us grow—not just in scale, but in knowledge, capability, and reputation.
Client-Centered Approach

At H&H Electric, we believe that strong relationships are the cornerstone of successful projects. We take the time to understand our clients' goals, constraints, and operational needs. This allows us to tailor our solutions to fit their unique environments and deliver outcomes that are both practical and forward-thinking.

Our team is known for being responsive, reliable, and easy to work with. We maintain open lines of communication throughout every phase of a project, and we're always ready to adapt to changing conditions or new requirements. This flexibility, combined with our technical expertise, has earned us repeat business and long-term partnerships with many of our clients.

Looking Ahead

As we continue to grow and evolve, we remain committed to the values that have guided us from the beginning. We are constantly investing in new technologies, training, and process improvements to ensure that we stay at the forefront of the electrical and automation industries. We are grateful for the opportunities we've had to serve our clients, and we look forward to many more successful collaborations in the future. Every project is a chance to learn, innovate, and make a meaningful impact—and we embrace that challenge with enthusiasm and pride.

Company Leadership Team

Our leadership team brings a wealth of experience, technical expertise, and a shared commitment to excellence. Together, they guide the company's vision, ensure operational efficiency, and deliver high-quality solutions to our clients.

Marcus Holloway – President

Marcus serves as the company's President and Estimating Lead, where he is responsible for developing accurate, competitive, and comprehensive project bids. With a deep understanding of industry standards, material costs, and labor requirements, Marcus plays a pivotal role in the early stages of project development. His ability to analyze complex project specifications and translate them into clear, actionable estimates ensures that our proposals are both realistic and strategically positioned for success. Marcus's attention to detail and collaborative approach make him a trusted resource for both internal teams and clients during the pre-construction phase.

Dylan Smith – Vice President & General Manager

Dylan is responsible for overseeing all aspects of daily business functions. As Vice President and General Manager, he is responsible for project management, client relations, team leadership, and strategic planning. Dylan's hands-on leadership style ensures that every department—from engineering and field operations to procurement and customer service—functions cohesively and efficiently. His ability to manage multiple projects simultaneously while maintaining high standards of quality and safety has earned him the respect of both clients and colleagues. Dylan is also instrumental in driving innovation, fostering a culture of accountability, and ensuring that the company remains agile and responsive in a competitive marketplace.

Buddy Hilton – Director of Controls and PLC Systems

Buddy serves as the head of the Controls and PLC Systems division, bringing years of specialized experience in industrial automation and control technologies. He is responsible for the design, programming, and implementation of programmable logic controllers (PLCs), human-machine interfaces (HMIs), and other automation systems that power our clients' operations. Buddy's technical acumen and problem-solving skills allow him to deliver tailored solutions that enhance efficiency, reliability, and safety. He works closely with clients to understand their unique challenges and ensures that every system is optimized for performance and scalability. Under his leadership, the Controls division continues to grow as a center of innovation and excellence within the company.

Jeff Copeland- Safety Director

Jeff Copeland serves as the Safety Director at H&H Electric, bringing two decades of unwavering commitment to workplace safety, regulatory compliance, and employee well-being. Since joining the company 20 years ago, Jeff has become a cornerstone of our operational integrity, ensuring that every project is executed with the highest standards of safety and risk management.

City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☒	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☒	Foster Proactive Communication to the Community
	☒	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☒	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture
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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			

City of Texarkana, Texas

VI.7

Briefing Sheet

Department: Texarkana Regional Airport **Action Officer:**

Subject: Resolution No. 2026-109 approving Texarkana Regional Airport Interim Executive Director to execute Work Order No. 2500666-2 with Garver LLC for the construction of the vehicle service road in an amount not to exceed $254,500 to be paid from an FAA grant and the Arkansas Division of Aeronautics.

Briefing: **Public Hearing:** **Council Vote:** 7/13/2026

Item Schedule:

Updates/History of Briefing:

Executive Summary and Background Information:

The Texarkana Regional Airport is seeking approval to execute Work Order No. 2500666-2 with Garver LLC for the construction of the Vehicle Service Road in an amount not to exceed $254,500 that is to be paid from an FAA grant and the Arkansas Division of Aeronautics.

Potential Options:

- APPROVE
- DENY

Fiscal Implications:

$0

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

RESOLUTION NO. 2026-109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING TEXARKANA REGIONAL AIRPORT INTERIM EXECUTIVE DIRECTOR TO EXECUTE WORK ORDER NO. 2500666-2 WITH GARVER LLC FOR THE CONSTRUCTION OF THE VEHICLE SERVICE ROAD IN AN AMOUNT NOT TO EXCEED $254,500 TO BE PAID FROM AN FAA GRANT AND THE ARKANSAS DIVISION OF AERONAUTICS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texarkana Regional Airport Authority was formed under Arkansas Code § 14-361-101 to be jointly owned by the cities of Texarkana AR and Texarkana TX; and

WHEREAS, the Airport Authority is entrusted with the power to operate, and regulate the airport; and

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

WHEREAS, the total amount of Garver LLC Work Order No. 2500666-2 for the construction of the Vehicle Service Road is an amount not to exceed $254,500; and

WHEREAS, the FAA will share 95% of the cost in the amount of $241,775; and

WHEREAS, the Arkansas Division of Aeronautics will share 5% of the cost in the amount of $12,725; and

WHEREAS, the project costs are anticipated to be funded as follows:

Anticipated Funding Source	Percent	Approximate Amount
FAA Grant	95%	$241,775.00
ADA Grant	5%	$12,725.00
Passenger Facility Charge (PFC) #	0%	$.00
Texarkana TX	0%	$.00
Texarkana AR	0%	$.00
	Total	**$254,500.00**

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

SECTION 1: The City Council approves the Texarkana Regional Airport Interim Executive Director to execute Work Order No. 2500666-2 with Garver LLC for the construction of the vehicle service road in an amount not to exceed $254,500 that is to be paid from an FAA grant and the Arkansas Division of Aeronautics.

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

PASSED AND APPROVED in Regular Council Session on this the **13th day of July, 2026.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 052826E
RESOLUTION APPROVING WORK ORDER NO. 2500666-2 WITH GARVER ENGINEERING FOR VEHICLE SERVICE ROAD CONSTRUCTION. FOR AN AMOUNT NOT TO EXCEED $254,500.00 TO BE PAID FROM AN FAA GRANT AND THE ARKANSAS DIVISION OF AERONAUTICS

WHEREAS, the Texarkana Regional Airport Authority was formed under Arkansas Code § 14-361-101 to be jointly owned by the cities of Texarkana AR and Texarkana TX; and

WHEREAS, the Airport Authority is entrusted with the power to operate, and regulate the airport; and

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

WHEREAS, the total amount of the project is not to exceed $254,500; and,

WHEREAS, Arkansas Division of Aeronautics will share 5% of the cost at $12,725; and,

WHEREAS, FAA will share 95% of the cost at $241,775; and,

WHEREAS, the project costs are anticipated to be funded as follows:

Anticipated Funding Source	Percent	Approximate Amount
FAA Grant	95%	$241,775.00
ADA Grant	5%	$12,725.00
Passenger Facility Charge (PFC) #	0%	$.00
Texarkana TX	0%	$.00
Texarkana AR	0%	$.00
	Total	**$254,500.00**

TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 052826E
RESOLUTION APPROVING WORK ORDER NO. 2500666-2 WITH GARVER ENGINEERING FOR VEHICLE SERVICE ROAD CONSTRUCTION. FOR AN AMOUNT NOT TO EXCEED $254,500.00 TO BE PAID FROM AN FAA GRANT AND THE ARKANSAS DIVISION OF AERONAUTICS

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

SECTION 2. That TRAA's Interim Executive Director, Russell Henderson, is hereby authorized to execute a contract with Garver for engineering services for Vehicle Service Road Construction, with the recommendation of TRAA's consultant, Garver. Contract execution is contingent upon FAA award concurrence, cities board approvals, and legal counsel review and approval.

Adopted this 28th day of May 2026

ATTEST

Russell Henderson Interim Director

SIGNED

Airport Authority Chair

Work Order No. 2500666-2

to the

Master Agreement

For

Professional Services

Texarkana Regional Airport Authority

Project No. 2500666

This WORK ORDER ("Work Order") is made by and between the **Texarkana Regional Airport Authority** (hereinafter referred to as "**Owner**") and **Garver, LLC**, (hereinafter referred to as "**Garver**" or "**Engineer**") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on May 11, 2026 (the "Agreement").

Under this Work Order, the Owner intends to **construct Vehicle Service Road (VSR)**:

Construct VSR from South End of Taxiway A to South End of Taxiway D

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide the following services ("Services"):

1.1.1 FY 2026 Project Administration, Construction Administration Services, On-Site Construction Observation Services, Materials Testing Services, and Project Closeout Services as described in Appendix A.

1.2 In addition to those obligations set forth in the Agreement, Owner shall:

1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.

1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.

1.2.3 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.

1.2.4 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.

1.2.5 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver as follows:

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
FY 2026 Project Administration	$15,900	LUMP SUM
Construction Administration Services	$56,300	LUMP SUM
On-Site Construction Observation Services	$125,600	RATE SCHEDULE
Materials Testing Services	$48,000	RATE SCHEDULE
Project Closeout Services	$8,700	LUMP SUM
TOTAL FEE	$254,500	

The lump sum amount to be paid under this Work Order is $80,900. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification.

The Owner will pay Garver for Service rendered at the rates shown in Appendix B for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Work Order is estimated to be $173,600. The actual total fee may exceed this estimate. For informational purposes, a breakdown of Garver's estimated cost is included herein with approximate current hourly rates for each employee classification. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Federal per diem for meals and lodging.
2. Direct cost for subcontract/subconsultant fees.
3. The amount allowed by the federal government for milage with an additional $0.05 for survey trucks/vans.
4. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.

As directed by the Owner, some billable Services may have been performed by Garver prior to execution of this Work Order. Payment for these Services will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment.

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Work Order amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.

SECTION 3 – APPENDICES

3.1 The following Appendices are attached to and made a part of this Work Order:
- 3.1.1 Appendix A - Scope of Services
- 3.1.2 Appendix B – Fee Spreadsheet
- 3.1.3 Appendix C – Project Sketch

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The effective date of this Work Order shall be the last date written below.

TEXARKANA AIRPORT AUTHORITY	GARVER, LLC
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Printed Name*	Name: Blake Roberson *Printed Name*
Title: _____	Title: Vice President
Date: _____	Date: _____
Attest: _____	Attest: _____

DRAFT

EXHIBIT A
SCOPE OF SERVICES

Generally, the Scope of Services includes the following professional services for improvements to the southwest end of Runway 4-22 at Texarkana Regional Airport. Improvements will consist primarily of construction of a 3,400 linear foot paved vehicle service road (VSR) as shown in Appendix C.

- FY 2026 Project Administration
- Construction Administration Services
- On-Site Construction Observation Services
- Materials Testing Services
- Project Closeout Services

1. FY 2026 PROJECT ADMINISTRATION

1.1. Garver will serve as the Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Garver will attend conferences alone or with Owner's representatives, local officials, state and federal agencies, and others regarding the scope of the proposed project, its general design, functions, and impacts.

1.2. Garver will assist in development of grant reimbursement packets for review, execution, and submittal to FAA by the Owner.

1.3. Garver will assist in development of an FY 2026 AIP and FY2026 AIG grant applications and assist the Owner with obtaining funding.

2. CONSTRUCTION ADMINISTRATION SERVICES

2.1. Upon completion of either bidding services, Garver shall begin the construction phase of the work and will accomplish the tasks further described below.

2.2. Issued for Construction (IFC) Documents

2.2.1. Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications and assist the owner with execution of the contract documents.

2.3. Construction Management Plan

2.3.1. Garver will prepare a "Construction Management Plan" to be submitted to the Federal Aviation Administration (FAA) for approval. At a minimum, the plan shall list key construction personnel, qualifications of construction management personnel, and materials quality assurance information. The plan will be reviewed by the FAA project manager and must be approved along with the final plans and specifications for construction.

2.4. Submittals

2.4.1. Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and

specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.5. Notice to Proceed & Preconstruction Meeting

2.5.1. Garver will issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting. Garver will provide meeting minutes for submission to all parties at the conclusion of the meeting.

2.6. Progress Meetings

2.6.1. As a minimum, Garver's Project Manager will attend weekly progress meetings with the Owner and Contractor. It is expected that 7 meetings will be held on-site, and 18 meetings will be held via conference call. To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the CO. Garver's project engineer shall direct, supervise, advise, and counsel the Construction Observer and construction observation personnel in the accomplishment of Garver's duties.

2.7. Owner Coordination

2.7.1. Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to Owner such periodic reports and information as may be required by the FAA, including FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the Owner on a weekly basis.

2.8. RFIs

2.8.1. Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

2.9. Progress Payments

2.9.1. Garver will prepare Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check

the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

2.10. Payroll Reviews

2.10.1. Garver will assist the Owner in the observation of the Contractor's operations for proper classification of workers, review of the Contractor's payroll as necessary to determine compliance with Davis Bacon requirements, and conduct contractor employee interviews to determine compliance with Davis Bacon requirements. Garver will keep the Contractor's payroll records on file demonstrating compliance with the Davis Bacon requirements. In addition, Garver will monitor the contractor's posting of the required EEO notice and provide general oversight of any obvious instance of a segregated workplace. Garver will submit Contractor's certified payroll records to Owner at the completion of the project.

2.11. Record Drawings

2.11.1. Garver will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Closeout Services and final record drawings will be provided to the Owner after project completion. Garver shall prepare a set of utility record drawings and prepare and furnish record drawings to local utilities as required.

2.12. Change Orders

2.12.1. When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

2.13. Final Inspection

2.13.1. Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.

3. ON-SITE CONSTRUCTION OBSERVATION SERVICES

3.1. Garver will provide full-time Construction Observation (CO) services for the 140-calendar-day construction contract performance time. The proposed fee is based on approximately 40 hours per week during the construction contract performance time for the CO. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All CO personnel shall have the appropriate experience and qualifications.

3.2. During the construction period, Garver's CO will provide or accomplish the following:

- Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the

construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to the Owner such periodic reports and information as may be required by the FAA

- As necessary, conduct safety meetings with the Contractor.
- Coordinate with the firm providing construction materials quality assurance testing. Coordinate with this firm to ensure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
- Perform intermediate inspections in advance of the final inspection.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- In accordance with FAA AC 150/5370-12A, maintain a project diary which will contain information pertinent to each site visit.
- Administer the “Construction Management Plan” prepared by Garver.
- Monitor the contractor’s conformance to the approved construction safety and phasing plan.
- Prepare a Construction Materials Quality Control Summary. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Management Plan."

3.3. In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor’s work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner’s contract with the Contractor can be taken.

4. MATERIALS TESTING SERVICES

4.1. Through a Subconsultant, Garver shall provide the quality assurance testing for the project as required by the Plans and Specifications in accordance with FAA and the Owner’s requirements.

5. PROJECT CLOSEOUT SERVICES

5.1. At the conclusion of construction, Garver will assist the Owner with project closeout by providing a final project report which will include all necessary documents required for FAA grants. Closeout documentation will be provided within 90 days of the final payment to the Contractor. Garver will also update the airport’s ALD to show the completed project as “existing” and coordinate the submission of the updated ALD through OE/AAA.

6. PROJECT DELIVERABLES

6.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

- Issued for Construction Plans and Specifications to the Owner, Contractor, and FAA.
  - Three hard copies to the Contractor
  - One copy to the FAA
- Construction Management Plan to the Owner and FAA
- Reviewed submittals to the Contractor.
- Record Plans and Specifications to the Owner and FAA.
  - One hard copy to the Owner.
- Other electronic files as requested.

7. ADDITIONAL SERVICES

7.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction. Changes conditions may include, but are not limited to major changes to pavement, building, or utility alignments.
- Deliverables beyond those listed herein.
- Design of any utility work.
- Engineering, architectural, or other professional services beyond those listed herein.
- Retaining walls or other significant structural design.
- DBE Program Updates.
- Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to ADEQ.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Permitting for environmentally sensitive areas other than Section 404 permit for potential emergent wetland.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.

8. SCHEDULE

8.1. Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.

DRAFT

APPENDIX B

TEXARKANA AIRPORT AUTHORITY
TXK VSR CONSTRUCTION

FEE SUMMARY

	Title I Service	Estimated Fees
Lump Sum	FY 2026 Project Administration	$ 15,900.00
	Subtotal for Title I Service	**$ 15,900.00**

	Title II Service	Estimated Fees
Lump Sum	Construction Administration Services	$ 56,300.00
Rate Schedule	On-Site Construction Observation Services	$ 125,600.00
Rate Schedule	Materials Testing Services	$ 48,000.00
Lump Sum	Project Closeout Services	$ 8,700.00
	Subtotal for Title II Service	**$ 238,600.00**
	Total All Services	**$ 254,500.00**

APPENDIX B

TEXARKANA AIRPORT AUTHORITY
TXK VSR CONSTRUCTION

FY 2026 PROJECT ADMINISTRATION

WORK TASK DESCRIPTION	E-5	E-4	E-1	AM-2
	hr	hr	hr	hr
1. Project Administration				
Coordination with Owner	12		2	
Coordination with FAA	4		2	
Internal Coordination	2	2	4	2
Contract Preparation	4		3	
Draft and Submit FAA Grant Application	3		3	8
Assemble Grant Certifications	3		3	6
Develop Monthly Reimbursement Packages (2 per month)	5			10
Subtotal - Project Administration	**33**	**2**	**17**	**26**
Hours	**33**	**2**	**17**	**26**

SUBTOTAL - SALARIES:		**$15,344.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$116.00	
Travel Costs (2 Trips @ $220/Trip)	$440.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$556.00**
SUBTOTAL:		**$15,900.00**
SUBCONSULTANTS FEE:		**$0.00**
TOTAL FEE:		**$15,900.00**

APPENDIX B

TEXARKANA AIRPORT AUTHORITY
TXK VSR CONSTRUCTION

CONSTRUCTION ADMINISTRATION SERVICES

WORK TASK DESCRIPTION	E-5	E-4	E-1	E-1	AM-2
	hr	hr	hr	hr	hr
1. Civil Engineering					
Prepare IFC Plans and Specs and submit to Contractor	2			8	4
Prepare and Distribute Notice To Proceed	1				
Prepare for Preconstruction Meeting	1	1			1
Develop Construction Management Plan	1			2	
Attend Preconstruction Meeting (2 people on-site)	6			6	
Prepare and Distribute Preconstruction meeting minutes	1			1	
Prepare Contractor Pay Application (5 applications)	4				5
Coordination with CO (8 hr/Month)	40				1
Develop Submittal Log	1			2	
Prepare Change Orders	4			4	1
Response to Contractor and CO Inquiries	12			2	2
Certified Payroll Reviews					10
Prepare for and Attend (On-Site/Virtual) Progress Meetings (2 people, 16 virtual, 4 on-site)	28			20	
Site Visit (1 person, 1 trip)	7				
Shop Drawings/Submittal Review & Responses	5	5			3
Final Inspection and Punchlist	9				
Punchlist Coordination	3			1	1
Final Walkthrough	6				
Develop and Distribute Record Documents	2			8	3
Coordinate Record Drawings					
Subtotal - Civil Engineering	**133**	**6**	**0**	**54**	**31**
2. Electrical Engineering					
Submittal Log		1	2		
Change Orders		1	2		
Response to Contractor and CO Inquiries		4	4		
Shop Drawings/Submittal Review & Responses		2	2		2
Punchlist Coordination		1	2		
Coordinate Record Drawings		1	2		
Subtotal - Electrical Engineering	**0**	**10**	**14**	**0**	**2**
Hours	**133**	**16**		**54**	**33**

SUBTOTAL - SALARIES:	**$53,561.00**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$170.00
Postage/Freight/Courier	$149.00
Office Supplies/Equipment	$0.00
Travel Costs (11 trips @ $220/trip)	$2,420.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$2,739.00**
SUBTOTAL:	**$56,300.00**
SUBCONSULTANTS FEE:	**$0.00**
TOTAL FEE:	**$56,300.00**

APPENDIX B

TEXARKANA AIRPORT AUTHORITY
TXK VSR CONSTRUCTION

ON-SITE CONSTRUCTION OBSERVATION SERVICES

WORK TASK DESCRIPTION	E-1	C-1
	- Select Planning Group -	- Select Planning Group -
	$150.00	$150.00
	hr	hr
1. On-Site Construction Observation (CO)		
Construction Observation Services (20 weeks @ 40 hr/Week)		800
Attend Pre-Construction Conference		6
Subtotal - On-Site Construction Observation (CO)	**0**	**806**

Hours	**0**	**806**
SUBTOTAL - SALARIES:		**$120,900.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly		$200.00
Postage/Freight/Courier		$100.00
Travel Costs (20 trips @$220/trip)		$4,400.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$4,700.00**
SUBTOTAL:		**$125,600.00**
SUBCONSULTANTS FEE:		**$0.00**
TOTAL FEE:		**$125,600.00**

APPENDIX B

TEXARKANA AIRPORT AUTHORITY
TXK VSR CONSTRUCTION

MATERIALS TESTING SERVICES

WORK TASK DESCRIPTION	E-5	E-1
	hr	hr
1. Civil Engineering		
Coordination with Materials testing Firm	6	4
Review Test Results	7	7
Subtotal - Civil Engineering	**13**	**11**

Hours	**13**	**11**
SUBTOTAL - SALARIES:		**$5,368.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly		$30.00
Postage/Freight/Courier		$0.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$30.00**
SUBTOTAL:		**$5,398.00**
SUBCONSULTANTS FEE:		**$42,602.00**
TOTAL FEE:		**$48,000.00**

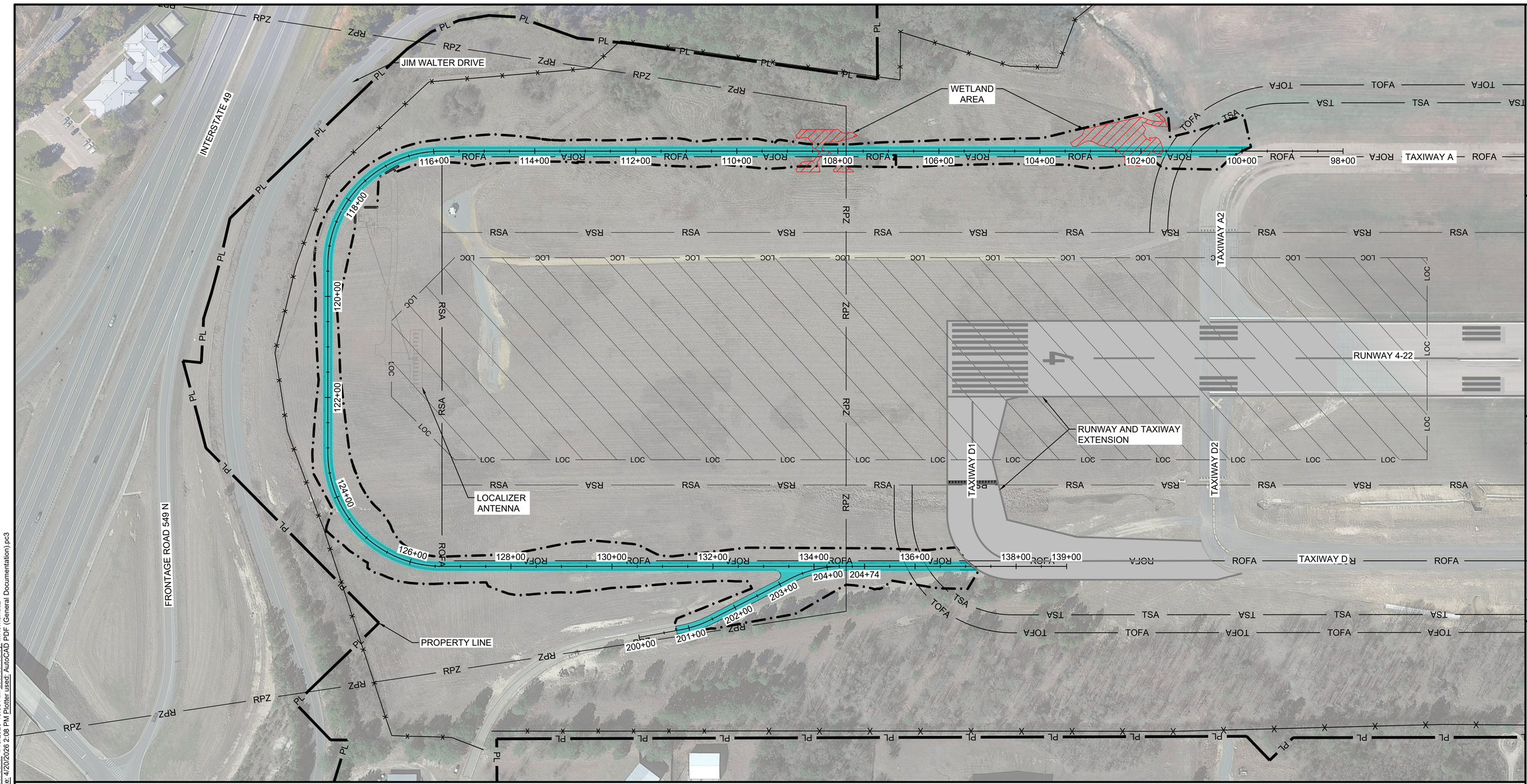
APPENDIX B

TEXARKANA AIRPORT AUTHORITY
TXK VSR CONSTRUCTION

PROJECT CLOSEOUT SERVICES

WORK TASK DESCRIPTION	E-5	E-1	AM-2
	hr	hr	hr
1. Civil Engineering			
Review and Submit Final Construction Pay Application	4		2
Prepare and Submit Final Reconciliation Change Order	2		3
Assemble and Review Summary of Project Costs	2		4
ALD Drafting		3	
ALD Upload to OEAAA		2	
Assemble Post Construction Photographs		3	
Assemble and Submit Final testing and Quality Control Reports	2	3	
Complete Construction Closeout Checklist	2	2	2
Provide Sponsor Certification for Construction Project Final Acceptance	2		2
Draft Final Construction Report and Submit to FAA, State, Owner	2	4	
Subtotal - Civil Engineering	**16**	**17**	**13**

Hours	**16**	**17**	**13**
SUBTOTAL - SALARIES:		**$8,569.00**	
DIRECT NON-LABOR EXPENSES			
Document Printing/Reproduction/Assembly		$77.00	
Postage/Freight/Courier		$54.00	
Office Supplies/Equipment		$0.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$131.00**	
SUBTOTAL:		**$8,700.00**	
SUBCONSULTANTS FEE:		**$0.00**	
TOTAL FEE:		**$8,700.00**	



LEGEND

- PROPOSED VEHICLE SERVICE ROAD
- EXISTING PAVEMENT
- RSA — RUNWAY SAFETY AREA
- ROFA — RUNWAY OBJECT FREE AREA
- RPZ — RUNWAY PROTECTION ZONE
- TSA — TAXIWAY SAFETY AREA

LEGEND

- TOFA — TAXIWAY OBJECT FREE AREA
- LOC — LOCALIZER CRITICAL AREA (FUTURE CONDITION)
- X — EXISTING FENCE
- FUTURE MALSF INDICATOR LIGHTS (GARVER PRELIMINARY)
- GRADING LIMITS

SCHEDULE 1 ITEMS OF WORK

1. PERFORM EARTHWORK
2. CONSTRUCT ELECTRICAL INFRASTRUCTURE
3. CONSTRUCT DRAINAGE INFRASTRUCTURE
4. CONSTRUCT **ASPHALT** VEHICLE SERVICE ROAD
5. APPLY PAVEMENT MARKINGS

SCHEDULE 2 ITEMS OF WORK

1. PERFORM EARTHWORK
2. CONSTRUCT ELECTRICAL INFRASTRUCTURE
3. CONSTRUCT DRAINAGE INFRASTRUCTURE
4. CONSTRUCT **CONCRETE** VEHICLE SERVICE ROAD
5. APPLY PAVEMENT MARKINGS

NOTES:

1. SHEET INTENDED TO BE PRINTED IN COLOR.
2. RUNWAY EXTENSION, TAXIWAY EXTENSION, AND INFRASTRUCTURE FOR LOCALIZER IS ANTICIPATED TO BE COMPLETED UNDER SEPARATE CONTRACT PRIOR TO CONSTRUCTION OF THE PROPOSED VEHICLE SERVICE ROAD. CONSTRUCTION OF LOCALIZER ANTENNA AND LOCALIZER EQUIPMENT SHACK MAY OCCUR CONCURRENTLY WITH CONSTRUCTION OFTHE VEHICLE SERVICE ROAD, BUT UNDER SEPARATE CONTRACT.

0 50' 100' 200' 300'
(IN FEET)

GARVER

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CERTIFICATE OF AUTHORIZATION
GARVER LLC
No. 766
ARKANSAS

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No.14751
JORDAN C. CULVER

Digitally Signed 04/20/2026

REV.	DATE	DESCRIPTION	BY
		ISSUED FOR BID	

TEXARKANA REGIONAL AIRPORT
TEXARKANA, ARKANSAS

VEHICLE SERVICE ROAD CONSTRUCTION

PROJECT LAYOUT PLAN

JOB NO.: 2500666
DATE: APRIL 2026
DESIGNED BY: CBP
DRAWN BY: MH

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
GI101

SHEET NUMBER **4**

File: L:\2025\A10-2500666 - TXK VSR Construction\Drawings\2500666-GI101.dwg Last Save: 4/16/2026 10:39 AM Last saved by: MHernandez
Last plotted by: Hernandez, Mauricio Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 4/20/2026 2:08 PM Plotter used: AutoCAD PDF (General Documentation).pc3

City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☒	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☒	Foster Proactive Communication to the Community
	☒	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☒	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture
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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			

City of Texarkana, Texas

VI.8

Briefing Sheet

Department: Admin **Action Officer:**

Subject: Order No. 2026-111 calling the city's November 3, 2026, General Election for the purpose of electing a Council Member for Ward Three (3) and a Council Member for Ward Five (5).

Briefing: **Public Hearing:** **Council Vote:** 7/13/2026

Item Schedule:

Updates/History of Briefing:

Executive Summary and Background Information:

Potential Options:

None

Fiscal Implications:

Staff Recommendation:

Calling the city's general election is required by state law.

Advisory Board/Committee Review:

N/A

Board/Committee Recommendation:

N/A

Advisory Board/Committee Meeting Date and Minutes:

N/A

ORDER OF ELECTION
2026-111

An election is hereby ordered to be held in the City of Texarkana, Texas, at the respective voting places determined and set by Bowie County, Texas, on the **3rd day of November, 2026**, for the purpose of voting on a Councilmember for Ward Three (3) and a Councilmember for Ward Five (5) of the City of Texarkana, Texas.

Candidates for councilmembers of Ward Three (3) and Ward Five (5), respectively, shall be voted on only by the qualified voters residing in the ward from which the candidate seeks election.

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

[Main Location]
EV-1 Bowie County Courthouse
710 James Bowie Drive
New Boston, Texas

[Branch Location]
EV-2 Southwest Center
3222 West 7th Street
Texarkana, Texas

[Branch Location]
EV-3 Cross Pointe Church
3130 University Avenue
Texarkana, Texas

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

Monday, October 19	8:00 a.m. to 6:00 p.m.
Tuesday, October 20	8:00 a.m. to 6:00 p.m.
Wednesday, October 21	8:00 a.m. to 6:00 p.m.
Thursday, October 22	8:00 a.m. to 6:00 p.m.
Friday, October 23	8:00 a.m. to 6:00 p.m.

Monday, October 26	7:00 a.m. to 7:00 p.m.
Tuesday, October 27	7:00 a.m. to 7:00 p.m.
Wednesday, October 28	7:00 a.m. to 7:00 p.m.
Thursday, October 29	7:00 a.m. to 7:00 p.m.
Friday, October 30	7:00 a.m. to 7:00 p.m.

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

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

Saturday, October 24	7:00 a.m. to 7:00 p.m.
Sunday, October 25	**12:00 p.m. to 6:00 p.m. [Main Location Only]**

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

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

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

Applications for Ballots by Mail (ABBMs) must be **received**, **not** postmarked no later than 5:00 p.m. on **October 23, 2026,** in the Bowie County Elections Office.

Federal Post Card Applications (FPCAs) must be **received, not** postmarked no later than 5:00 p.m. on **October 23, 2026,** in the Bowie County Elections Office.

This ORDER was approved by the City Council of the City of Texarkana, Texas, during its regular meeting held on the 13th day of July, 2026.

Jennifer Evans, TRMC, City Secretary

Bob Bruggeman, Mayor

City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☐	Provide a Safe & Welcoming Community through Leadership
	☐	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☒	Foster Proactive Communication to the Community
	☒	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☐	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☐	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture
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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			

City of Texarkana, Texas

VI.9

Briefing Sheet

Department: Texarkana Water Utilities **Action Officer:** Michelle Warren, Executive Assistant

Subject: Resolution No. 2026-113 accepting bids and authorizing the City Manager to execute contracts for the purchase of chemicals for water and wastewater treatment. Budgeted funds are available in the Utility's 2026-2027 Operating Fund.

Briefing: 7/13/2026 **Public Hearing:** **Council Vote:** 7/13/2026

Item Schedule:

Consent Agenda

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

Bids were advertised, and twenty-two chemical specification packages were requested and mailed to prospective bidders in June. Bids were received and opened at 2:00 PM, June 9, 2026, on the following chemicals required for water and wastewater treatment for FY 2025-2026: Sulphur Dioxide, HTH (100# containers), Caustic Soda (bulk), Liquid Chlorine, Aluminum Sulfate, Ortho-Polyphosphate, and Anhydrous Ammonia.

Potential Options:

None

Fiscal Implications:

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

Staff Recommendation:

Utility Staff Recommends Approval

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

Not Applicable

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable

RESOLUTION NO. 2026-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ACCEPTING BIDS AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS TO PURCHASE SULPHUR DIOXIDE FROM PVS DX, INC., HTH FROM UNIVAR SOLUTIONS USA, INC., CAUSTIC SODA (BULK) FROM PETRA CHEMICAL COMPANY, LLC., LIQUID CHLORINE FROM PVS DX, INC., ALUMINUM SULFATE FROM CHEMTRADE CHEMICALS US LLC., ORTHO-POLYPHOSPHATE FROM HAWKINS, INC., AND ANHYDROUS AMMONIA FROM TANNER INDUSTRIES, INC., TO BE USED IN THE TREATMENT OF WATER AND WASTEWATER FOR THE TEXARKANA, TEXAS WATER AND SEWER OPERATIONS IN FY 2026-2027; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, TWU staff has recommended the lowest bids received, respectively, and funds are available in the FY 2026-2027 budget.

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

SECTION 1: That the lowest and best bid, meeting specifications, received for Sulphur Dioxide, a chemical for the Texarkana, Texas Water and Sewer Operations for FY 2026-2027, was received from PVX DX, Inc. at $2,379.00 per ton described in attached **ATTH 01**, be and is hereby accepted.

SECTION 2: That the lowest and best bid, meeting specifications, received for HTH, a chemical for the Texarkana, Texas Water and Sewer Operations for FY 2026-2027, was received from Univar Solutions USA, Inc. at $3.090 per pound container described in attached **ATTH 01**, be and is hereby accepted.

SECTION 3: That the lowest and best bid, meeting specifications, received for Caustic Soda (Bulk) Liquid, a chemical for the Texarkana, Texas Water and Sewer Operations for FY 2026-2027, was received from Petra Chemical Company, LLC. at $.2013 per liquid pound described in attached **ATTH 01**, be and is hereby accepted.

SECTION 4: That the lowest and best bid, meeting specifications, received for Liquid Chlorine, a chemical for Texarkana, Texas Water and Sewer Operations for FY 2026-2027, was received from PVS DX, Inc. at $2094.00 per ton described in attached **ATTH 01**, be and is hereby accepted.

SECTION 5: That the lowest and best bid, meeting specifications, received for Aluminum Sulfate, a chemical for the Texarkana, Texas Water and Sewer Operations for FY 2026-2027, was received from Chemtrade Chemicals US, LLC. at $378.18 per dry ton described in attached **ATTH 01**, be and is hereby accepted.

SECTION 6: That the lowest and best bid, meeting specifications, received for Ortho-Polyphosphate Drums, a chemical for the Texarkana, Texas Water and Sewer Operations for FY 2026-2027, was received from Hawkins, Inc. at $1.25 per pound described in attached **ATTH 01**, be and is hereby accepted.

SECTION 7; That the lowest and best bid, meeting specifications, received for Anhydrous Ammonia, a chemical for Texarkana, Texas Water and Sewer Operations for FY 2026-2027, was received from Tanner Industries, Inc. at $1.32 per pound described in attached **ATTH 01**, be and is hereby accepted.

SECTION 8; This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **13th day of July, 2026**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

TABULATION OF BIDS - June 09, 2026
FY 2026-2027 CHEMICAL BIDS

CHEMICAL PURCHASES PROJECTED FOR THE PERIOD OCTOBER 1, 2026 - SEPTEMBER 30, 2027

CHEMICAL	COMPANY	BID FY 2027	COST FY 2026	BIDS RECEIVED	BIDS REQUESTED
Sulphur Dioxide	PVS DX, Inc. 1919 San Jacintoport Blvd Houston, TX. 77015	$2379.00 Per Ton	$2274.00 Per Ton	1	22
CHEMICAL	**COMPANY**	**BID FY 2027**	**COST FY 2026**	**BIDS RECEIVED**	**BIDS REQUESTED**
HTH (100# Containers)	Univar Solutions USA Inc. 62190 Collections Center Drive Chicago, IL 60693-0621	$3.090 $3.950 Per Pound	$3.850 Per Pound	2	22
CHEMICAL	**COMPANY**	**BID FY 2027**	**COST FY 2026**	**BIDS RECEIVED**	**BIDS REQUESTED**
Caustic Soda (Bulk) Liquid Weight	Petra Chemical Company, LLC P.O. Box 24600 Houston, TX. 77229	$.2013 $.20375 $.2142 $.2222 $.2350 Per Wet Pound	$.1969 Per Wet Pound	5	22
CHEMICAL	**COMPANY**	**BID FY 2027**	**COST FY 2026**	**BIDS RECEIVED**	**BIDS REQUESTED**
Liquid Chlorine	PVS DX, Inc. 1919 San Jacintoport Blvd Houston, TX. 77015	$2094.00 Per Ton	$2139.00 Per Ton	1	22
CHEMICAL	**COMPANY**	**BID FY 2027**	**COST FY 2026**	**BIDS RECEIVED**	**BIDS REQUESTED**
Aluminum Sulfate	Chemtrade Chemicals US LLC 90 East Halsey Rd. Parisppany, NJ. 07054	$378.18 $463.00 $491.00 $616.93 Per Dry Ton	$380.90 Per Dry Ton	4	22
CHEMICAL	**COMPANY**	**BID FY 2027**	**COST FY 2026**	**BIDS RECEIVED**	**BIDS REQUESTED**
Ortho-Polyphosphate Drums	Hawkins, Inc. 2381 Rosegate Roseville, MN. 55113	$1.25 $1.63 Per Pound	$.98 Per Pound	2	22
CHEMICAL	**COMPANY**	**BID FY 2027**	**COST FY 2026**	**BIDS RECEIVED**	**BIDS REQUESTED**
Anhydrous Ammonia	Tanner Industries, Inc 735 Davisville Rd. Southampton, PA. 18966	$1.32 Per Pound	$1.12 Per Pound	1	22

City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☐	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
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	☐	Foster Proactive Communication to the Community
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	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☐	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture

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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☒	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☒	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			

City of Texarkana, Texas

VI.10

Briefing Sheet

Department:	Public Works	**Action Officer:**	Jonathan Wade, City Engineer, Dusty Henslee, Asst. CM/Public Works Director
Subject:	Resolution No. 2026-133 authorizing the City Manager to execute a one-year contract, totaling $32,910, with four additional one-year renewal options with Striping Technology LP for the City's street striping contract, budgeted from the Sign & Signal General Fund and the Major Road Maintenance Fund.		
Briefing:		**Public Hearing:** 7/13/2026	**Council Vote:** 7/13/2026

Item Schedule:

Updates/History of Briefing:

Executive Summary and Background Information:

Date of Invitation for Bid (IFB 26-1902-01) posted on website: May 22, 2026

Dates published in Texarkana Gazette: May 24, 2026 and May 31, 2026

Opened Bids: June 8, 2026

Bids received: Striping Technology LP

Lowest Responsive Bidder: Striping Technology LP; See EXH “A”

Budget: FY26 Sign & Signal General Fund and Major Road Maintenance Fund

Policy Exceptions: None

Scope of Work: Providing Street Striping Services for City Streets for purpose of making Striping repairs and improvements. (1) one-year contract with up 4 one year renewal options

Potential Options:

Approve CM to enter into Contract

Not Approve CM to enter into Contract

Fiscal Implications:

FY 26 General Fund

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NONE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

RESOLUTION NO. 2026-133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A ONE (1) YEAR CONTRACT TOTALING $32,910 WITH FOUR (4) ADDITIONAL ONE (1) YEAR RENEWAL OPTIONS WITH STRIPING TECHNOLOGY LP, OF TYLER, TEXAS, FOR THE CITY'S STREET STRIPING CONTRACT, TO BE PAID FROM THE SIGN & SIGNAL GENERAL FUND BUDGET AND MAJOR ROAD MAINTENANCE FUND FOR FISCAL YEAR 2026; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council authorized the issuance of certificates of obligation, which included street reconstruction projects; and

WHEREAS, these maintenance operations require various amounts of striping work on a varied schedule, the City announced a request for bid for unit pricing of different striping work to be replaced on the City's roadways; and

WHEREAS, on June 8, 2026, one (1) bid was received and Striping Technology LP of Tyler, Texas, submitted the lowest and most responsible bid summarized on the bid tabulation sheet, and proposal, as **Exhibit "A"**; and

WHEREAS, the bidder met the specifications for a one (1) year contract with four (4) additional one (1) year renewal options; and

WHEREAS, funds are available through the Sign & Signal General Fund and Major Road Maintenance Fund.

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

SECTION 1: The lowest most responsible bidder for street striping for the City is hereby declared to be Striping Technology LP of Tyler, Texas.

SECTION 2: The City Manager be and is hereby authorized to execute a one (1) year contract with four (4) additional one (1) year renewal options with Striping Technology LP of Tyler, Texas.

SECTION 3: 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 **13th day of July, 2026**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

IFB #26-1902-01 Street Striping

				Striping Technology LP	
Base Bid					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	ELIM EXT PAV MRK (6")	12020	LF	$0.5	$6,010.00
2	ELIM EXT PAV MRK (8")	500	LF	$1	$500.00
3	ELIM EXT PAV MRK (SYMBOL)	7	EA	$100.00	$700.00
4	STRIPING TY II (6") (W) (SLD)	4050	LF	$0.75	$3,037.50
5	STRIPING TY II (6") (W) (BRKN)	1620	LF	$0.75	$1,215.00
6	STRIPING TY II (8") (W) (BRKN)	540	LF	$1.00	$540.00
7	STRIPING TY II (4") (Y) (DBL SLD)	17250	LF	$0.75	$12,937.50
THERMOPLASTIC					
8	STRIPING TY I (24") (W) (SLD)	72	LF	$10.00	$720.00
9	STRIPING TY I (ARROW) (W)	23	EA	$150.00	$3,450.00
10	STRIPING TY I (WORD) (W)	16	EA	$175.00	$2,800.00
11	STRIPING TY I (RR XING) (W)	2	EA	$500.00	$1,000.00
				ESTIM. TOTAL	$32,910.00

City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☒	Promote a Thriving Community through Innovation
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	☒	Deliver Efficient Services with Accountability
	☒	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☒	Maintain Fiscal Strength with Integrity
	☒	Maximize Accountability & Resource Utilization
	☒	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture

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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☒	None Required	☐	
Other:			

City of Texarkana, Texas

VI.11

Briefing Sheet

Department: Texarkana Regional Airport **Action Officer:**

Subject: Resolution No. 2026-134 approving the Texarkana Regional Airport's selection of Altech, Inc. as the Construction Manager at Risk (CMAR) for the MRO Project and approving the Interim Director to execute an agreement with Altech, Inc. for CMAR services.

Briefing: **Public Hearing:** **Council Vote:** 7/13/2026

Item Schedule:

Updates/History of Briefing:

Executive Summary and Background Information:

The Texarkana Regional Airport is seeking approval for the selection of Altech, Inc. as the Construction Manager at Risk (CMAR) for the MRO Project and approval for the Interim Director to enter into an agreement with Altech, Inc. for CMAR services.

The Airport Authority issued a Request for Qualifications (RFQ) for Construction Manager at Risk (CMAR) services for the MRO project; and

Statements of Qualifications were received and evaluated by the Airport's Selection Committee in accordance with the evaluation criteria established in the RFQ; and

Altech, Inc. responded to the RFQ and was deemed to be the most qualified applicant; and

The Airport Authority Board finds that the Selection Committee's recommendation of Altech, Inc. is in the best interest of the Airport and the public; and

The Airport Authority selects Altech, Inc. as the appointed CMAR for the MRO project and will execute an agreement with Altech, Inc. for CMAR services.

Potential Options:

- APPROVE
- DENY

Fiscal Implications:

CMAR agreement includes compensation of 3.5% of the total cost of work.

Staff Recommendation:

Staff recommends for approval.

Advisory Board/Committee Review:

N/A

Board/Committee Recommendation:

N/A

Advisory Board/Committee Meeting Date and Minutes:

N/A

RESOLUTION NO. 2026-134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE TEXARKANA REGIONAL AIRPORT'S SELECTION OF ALTECH, INC. AS THE CONSTRUCTION MANAGER AT RISK (CMAR) FOR THE MRO PROJECT AND APPROVING THE INTERIM DIRECTOR TO EXECUTE AN AGREEMENT WITH ALTECH, INC. FOR CMAR SERVICES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texarkana Regional Airport Authority was formed under Arkansas Code § 14-361-101 to be jointly owned by the cities of Texarkana AR and Texarkana TX; and

WHEREAS, the Airport Authority is entrusted with the power to operate, and regulate the airport; and

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

WHEREAS, the Airport Authority issued a Request for Qualifications (RFQ) for Construction Manager at Risk (CMAR) services for the MRO project; and

WHEREAS, Statements of Qualifications were received and evaluated by the Airport's Selection Committee in accordance with the evaluation criteria established in the RFQ; and

WHEREAS, Altech, Inc. responded to the RFQ and was deemed to be the most qualified applicant; and

WHEREAS, the Airport Authority Board finds that the Selection Committee's recommendation of Altech, Inc. is in the best interest of the Airport and the public; and

WHEREAS, the Airport Authority selects Altech, Inc. as the appointed CMAR for the MRO project and will execute an agreement with Altech, Inc. for CMAR services.

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

SECTION 1: The City Council approves the Texarkana Regional Airport's selection of Altech, Inc as the Construction Manager at Risk (CMAR) for the MRO Project and approves for the Airport Interim Director to execute an agreement with Altech, Inc. for CMAR 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 **13th day of July, 2026.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 061826A

A RESOLUTION APPROVING ALTECH, INC. AS THE SELECTED CONSTRUCTION MANAGER AT RISK (CMAR) FOR THE MRO PROJECT AND APPROVING THE INTERIM DIRECTOR TO ENTER INTO AN AGREEMENT WITH ALTECH, INC. AS THE CMAR FOR THE MRO PROJECT.

WHEREAS, the Texarkana Regional Airport Authority was formed under Arkansas Code § 14-361-101 to be jointly owned by the cities of Texarkana AR and Texarkana TX; and,

WHEREAS, the Airport Authority is entrusted with the power to operate, and regulate the airport; and,

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

WHEREAS, the Airport Authority Board issued a Request for Qualifications (RFQ) for Construction Manager at Risk (CMAR) services for the MRO project; and,

WHEREAS, Statements of Qualifications were received and evaluated by the Airport's Selection Committee in accordance with the evaluation criteria established in the RFQ; and,

WHEREAS, Altech, Inc. responded to the RFQ and was deemed to be the most qualified applicant; and,

WHEREAS, the Airport Authority Board finds that the Selection Committee's recommendation of Altech, Inc. is in the best interest of the Airport and the public; and,

WHEREAS, the Airport Authority selects Altech, Inc. as the appointed CMAR for the MRO project and will enter into an agreement with Altech, Inc. for CMAR services.

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

SECTION 1. The Texarkana Regional Airport Authority hereby accepts and approves the Selection Committee's final ranking of Altech, Inc. for Construction Manager at Risk services for the MRO project and approves the Interim Director entering into an agreement with Altech, Inc. for CMAR services.

Adopted this 18th day of June 2026

ATTEST **SIGNED**

Russell Henderson, Interim Director **Airport Authority Chair**

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Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the **Thirtieth** day of **June** in the year **2026**

BETWEEN the Owner:

Texarkana Regional Airport Authority
2600 TXK Boulevard
Texarkana, AR 71854

and the Construction Manager:

Altech, Inc.
8530 New Boston Road
Texarkana, TX 75501

for the following Project:

Site Infrastructure and Site Construction for
New Aircraft Maintenance Hangar Complex
Texarkana Regional Airport
Texarkana, AR 71854

The Engineer:

McClelland Engineering Consultants, Inc.
7302 Kanis Road
Little Rock, AR 72204

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(Paragraph deleted)
§ 1.1.1 The Owner's program for the Project:

The project is located at Texarkana Regional Airport on a site provided by the Airport Authority. Work includes site infrastructure and site work necessary for the construction of a new aircraft maintenance hangar complex (consisting of six buildings), to be built under a separate contract.

Scope of work will include, but is not limited to, temporary control of stormwater runoff and soil erosion; site demolition; site earthwork (cut, fill, & soil correction); storm drainage; stormwater detention; extension of site utilities from existing mains to new buildings (domestic water, fire protection water, natural gas, electrical power, etc.); pavements, including site entry drive, vehicle parking, truck delivery lane & loading dock; aircraft aprons, walks, & pavement markings; security fencing and gates; site lighting; directional signage; parking signage; and establishment of grassing & landscaping. Work will require close coordination and sequencing with the simultaneous construction of the new aircraft maintenance hangar complex.

(Paragraphs deleted)
§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

Russell Henderson
Interim Executive Airport Director

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Texarkana Regional Airport Authority
2600 TXK Boulevard
Texarkana, AR 71854
Telephone: (870) 433-7300
Email: russell.henderson@flytxk.com

(Paragraphs deleted)
§ 1.1.11 The Engineer's representative:

Matthew Vinyard, P.E.
McClelland Consulting Engineers, Inc.
7302 Kanis Road
Little Rock, AR 72204
Tel: (501) 371-0272
Email: mvinyard@mce.us.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

Jason Roy, President
Altech, Inc.
8530 New Boston Road
Texarkana, TX 75501
Tel. (903) 276-3863
Email: jason@altechinc.org

(Paragraphs deleted)
§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Engineer and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Engineer and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner,

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information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the "Construction Manager" and the term "Architect" shall mean the "Engineer".

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the "Construction Manager" and the term "Architect" shall mean the "Engineer".

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Engineer shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Engineer and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Engineer may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule, and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Engineer \and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Engineer on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Engineer, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Engineer regarding professional services to be provided by the Construction Manager during the Construction Phase.

(Paragraph deleted)

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update the Project schedule for the Engineer's review and the Owner's acceptance. The Construction Manager shall obtain the Engineer's approval for the portion of the Project schedule relating to the performance of the Engineer's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Engineer's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

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(Paragraphs deleted)

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Engineer, the Construction Manager shall prepare, for the Engineer's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Engineer or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Engineer progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Engineer, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Engineer's review and the Owner's approval. The Construction Manager shall inform the Owner and Engineer in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget and make recommendations for corrective action.

(Paragraph deleted)

§ 3.1.7 As the Engineer progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Engineer and make recommendations regarding constructability and schedules, for the Engineer's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Engineer regarding equipment, materials, services, and temporary Project facilities.

(Paragraphs deleted)

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

(Paragraph deleted)

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Engineer's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

(Paragraphs deleted)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time after Bidding Documents are complete and when all Subcontractor and Supplier Bids are returned, reviewed and approved, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Engineer's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

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§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Engineer to review the Guaranteed Maximum Price proposal. In the event that the Owner or Engineer discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Engineer. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Engineer of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase
§ 3.3.1 General
§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The

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written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Engineer.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Engineer a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Engineer, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Engineer, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Engineer, and shall provide this information in its monthly reports to the Owner and Engineer, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Engineer. The Owner and the Engineer, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

(Paragraph deleted)

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Engineer does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance, and accounting services, including auditing services, which may be necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Engineer

The Owner shall retain an Engineer to provide services, duties and responsibilities as described in the Owner-Engineer professional services agreement for this project, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Engineer, and any further modifications to the Engineer's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

Zero dollars ($0).

(Paragraph deleted)
(Table deleted)
(Paragraphs deleted)

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within **thirty-six (36)** months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid **thirty (30)** days after the invoice date shall bear interest at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Paragraphs deleted)

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ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(Paragraph deleted)
Three-and one-half percent (3.50%) of the Cost of the Work.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Three-and one-half percent (3.50%) of the Cost of the Work.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Ten percent (10%) of the Cost of the Work.

(Paragraph deleted)
§ 6.1.6 Liquidated damages, if any:
(Paragraphs deleted)
None.

§ 6.1.7 Other:
(Paragraphs deleted)
None.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

All cost savings from the Guaranteed Maximum Price, including, but not limited to, discounts, rebates, refunds, and unused portions of Allowance funds, shall be credited 100% back to the Owner as a deduction in the Cost of the Work.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Engineer may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

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§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

(Paragraph deleted)

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Paragraph deleted)

No wages or salaries of the Construction Manager's supervisory or administrative personnel will be paid for off-site work.

§ 7.2.3 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments, and customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.4 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

(Paragraph deleted)

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or

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value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, properly insured, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

(Paragraph deleted)

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

(Paragraph deleted)

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

(Paragraphs deleted)

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

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§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the `Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- **.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- **.9** Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

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§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Engineer and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Engineer and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Engineer, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Engineer by the Construction Manager, and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Engineer not later than the **twenty-fifth** day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the **tenth** day of the **following** month. If an Application for Payment is received by the Engineer after the application date fixed above, payment of the amount certified shall be made by the Owner not later than **fifteeen (15)** days after the Engineer receives the Application for Payment.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Engineer to demonstrate

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that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Engineer.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing, and properly insured;

.3 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

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.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five Percent (5%).

§ 11.1.8.1.1 The following items are not subject to retainage:

None.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

None.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

Not applicable.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Engineer shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Engineer has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Engineer has made exhaustive or continuous on-site inspections; or (3) that the Engineer has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Engineer in accordance with Section 11.2.2.2.

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§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Engineer that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Engineer.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Engineer will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Engineer's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Engineer is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Engineer's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Engineer's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Engineer's final Certificate for Payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the legal rate prevailing from time to time at the place where the Project is located.
(Paragraphs deleted)

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(Paragraphs deleted)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

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[X] Litigation in a court of competent jurisdiction

[ ] Other:

None.

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been

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terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment
§ 13.2.1 Termination
The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause
§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
.3 Subtract the aggregate of previous payments made by the Owner; and
.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

(Paragraphs deleted)
§ 13.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS
§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns
§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

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§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall purchase and maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

See Attachment No. 1.

(Table deleted)

(Paragraphs deleted)

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner, the Engineer, and the Engineer's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall purchase and maintain the following insurance and as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

See Attachment No. 2.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

(Paragraphs deleted)

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed.

.3 AIA Document A201™–2017, General Conditions of the Contract for

(Paragraphs deleted)

Construction.

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Russell Henderson, Interim Executive Airport Director	Jason Roy, President
(Printed name and title)	*(Printed name and title)*

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ATTACHMENT NO. 1

PRE-CONSTRUCTION PHASE

REQUIREMENTS FOR INSURANCE

I. LIABILITY INSURANCE

A. The Construction Manager shall furnish a certificate of insurance addressed to the Owner indicating insurance written for not less than the following limits, or greater if required by law:

1. Commercial General Liability including coverage for Premises-Operations, Independent Contractor's Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground hazards):

   a. Each Occurrence: ……$1,000,000.
   b. Damage to Rented Premises: ……..……$100,000.
   c. Personal and Advertising Injury: ……$1,000,000.
   d. General Aggregate: ……..……...$2,000,000.
   e. Products-Completed Operations Aggregate.: ……$2,000,000.

2. Automobile Liability (owned, non-owned, and hired vehicles) for bodily injury and property damage:

   a. Combine Single Limit (Each Accident): ……$1,000,000.

3. Worker's Compensation: Statutory limits mandated by State and Federal Law.

4. Employers' Liability: Statutory limits mandated by State and Federal Law, but not less than the following:

   a. Each accident: ……$1,000,000.
   b. Disease – each employee:…….……..……..……....$1,000,000.
   c. Disease – policy limit: ……..……$1,000,000.

5. Umbrella Liability:

   a. Each Occurrence/Aggregate: ……..……$10,000,000.

6. Description of Special Items:

   a. The Policy shall be endorsed to have the above listed limits for Commercial General Liability, and Umbrella Liability apply to this Project only.

   b. The Owner, the Engineer and the Engineer's Consultants shall be named as Additional Insureds in this coverage.

   c. Insurance in the above stated limits shall be maintained throughout the life of the Contract. The Certificate shall state that the coverage shall not be cancelled without 30 days written notice to the Owner.

d. The Construction Manager shall deliver a certificate of insurance to the Owner before an exposure to loss may occur.

END OF ATTACHMENT NO. 1

ATTACHMENT NO. 2

CONSTRUCTION PHASE

REQUIREMENTS FOR INSURANCE AND BONDS

I. LIABILITY INSURANCE

A. The Construction Manager shall furnish a certificate of insurance addressed to the Owner indicating insurance written for not less than the following limits, or greater if required by law:

1. Commercial General Liability including coverage for Premises-Operations, Independent Contractor's Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground hazards):

   a. Each Occurrence: ……$1,000,000.
   b. Damage to Rented Premises: ……..……$1,000,000.
   c. Personal and Advertising Injury: ……..……$1,000,000.
   d. General Aggregate: ……..……..……$2,000,000.
   e. Products-Completed Operations Aggregate: ……..$2,000,000.

2. Automobile Liability (owned, non-owned, and hired vehicles) for bodily injury and property damage:

   a. Combine Single Limit (Each Accident): ……..……..$1,000,000.

3. Worker's Compensation: Statutory limits mandated by State and Federal Law.

4. Employers' Liability: Statutory limits mandated by State and Federal Law, but not less than the following:

   a. Each accident: ……..……$1,000,000.
   b. Disease – each employee: ……..……..$1,000,000.
   c. Disease – policy limit: ……..……$1,000,000.

5. Umbrella Liability:

   a. Each Occurrence/Aggregate: ……..…$10,000,000.

6. Description of Special Items:

   a. The Policy shall be endorsed to have the above listed limits for Commercial General Liability, and Umbrella Liability apply to this Project only.

   b. The Owner, the Engineer and the Engineer's Consultants shall be named as Additional Insureds in this coverage.

   c. Insurance in the above stated limits shall be maintained throughout the life of the Contract. The Certificate shall state that the coverage shall not be cancelled without 30 days written notice to the Owner.

d. The Construction Manager shall deliver a certificate of insurance to the Owner before an exposure to loss may occur.

II. PROPERTY INSURANCE

A. For the construction project the Construction Manager shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, Property Insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles.

B. This property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered, whichever is later. This insurance shall include interests of the Owner, the Construction Manager, Subcontractors and Sub-subcontractors in the Project.

C. The Construction Manager shall deliver a certificate of insurance to the Owner before an exposure to loss may occur.

III. PERFORMANCE AND PAYMENT BONDS

A. For the construction project the Construction Manager shall furnish in triplicate a Corporate Surety Bond, in favor of the Owner, issued by a company with an "A" or better rating as certified by A.M. Best Company, a U.S. Treasury listing for an amount greater than the project construction sum, and authorized to do business in the State in which the project is located, with the issuing Agent's Power of Attorney attached. The Bond shall be written in the amount of the contract price and conditioned for the faithful performance and payment of the Contract. The Bond shall state on its face that is given in compliance with all state laws pertaining to such.

B. The Construction Manager shall deliver the required bonds to the Owner before an exposure to loss may occur.

END OF ATTACHMENT NO. 2

TEXARKANA REGIONAL AIRPORT AUTHORITY
REQUEST FOR QUALIFICATIONS (RFQ)
FOR
CONSTRUCTION MANAGER AT-RISK

EVALUATION & WEIGHTED SCORING SUMMARY OF RFQ SUBMITTALS (100 POINTS POSSIBLE)

RESPONDENT	AIA A305 CONTRACTOR'S QUALIFICATION STATEMENT (YES/NO)	EXPERIENCE (40 POINTS)		CAPABILITY (15 POINTS)				BONDING CAPACITY (15 POINTS)		SAFETY (5 POINTS)		PROPOSED PROJECT PERSONNEL (5 POINTS)	EXPERIENCE WITH LOCAL CONSTRUCTION MARKET & PROXIMITY TO TXK REG. AIRPORT (20 POINTS)		TOTAL WEIGHTED SCORE	RANK
		GENERAL EXPERIENCE (20 POINTS)	CMAR EXPERIENCE (20 POINTS)	ABILITY TO WORK WITH OWNER/ ENGINEER (5 POINTS)	ABILITY TO MEET PROJECT BUDGET (5 POINTS)	ABILITY TO OBTAIN LOCAL PRICING (3 POINTS)	ABILITY TO MEET PROJECT SCHEDULE (2 POINTS)	BONDNG COMMITMENT (15 POINTS)	BOND DEFAULTS (YES/NO)	EXPERIENCE MODIFIER RATE (3 POINTS)	WRITTEN SAFETY PROGRAM (2 POINTS)		EXPERIENCE WITH LOCAL CONSTRUCTION MARKET (10 POINTS)	PROXIMITY TO TEXARKANA REGIONAL AIRPORT (10 POINTS)		
Ideal	Yes	18	15	5	4	2	1	15	✓	3	2	3	10	6	84	5
Nabholz	yes	20	20	2	2	3	0	15	✓	3	2	5	10	4	86	4
CDI	yes	20	20	4	1	3	2	15	✓	3	2	4	10	6	90	3
Clark	yes	20	20	4	4	2	2	15	✓	3	2	4	9	6	91	2
Altech	yes	20	18	5	5	3	2	15	✓	3	2	5	10	10	98	1

City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:

Mission & Vision		Values
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☒	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☒	Foster Proactive Communication to the Community
	☒	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☒	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture

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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	

Other:

City of Texarkana, Texas

VI.1

Briefing Sheet

Department: Texarkana Water Utilities **Action Officer:** Michelle Warren, Executive Assistant

Subject: Resolution No. 2026-052 authorizing the approval of the Water Conservation and Drought Contingency Plan.

Briefing: 7/13/2026 **Public Hearing:** 7/13/2026 **Council Vote:** 7/13/2026

Item Schedule:

Schedule 3: No briefing required

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

The State of Texas requires wholesale water providers to prepare and approve a Water Conservation and Drought Contingency plan (Title 30, Texas Administrative Code, 288.5 and 288.22). The State of Texas also requires municipal water systems providing water service to 3,300 or more connections to submit a Water Conservation and Drought Contingency Plan (Title 30, Texas Administrative Code, 288.2 and 288.20). The Texas Commission on Environmental Quality (TCEQ) requires the Plans to be reviewed and updated every five years.
The Water Conservation Plan is a TCEQ required document that outlines strategies to improve water-use efficiency, reduce water loss, and help ensure long-term water supply reliability. The Plan documents TWU's conservation programs and establishes water conservation goals.
The Drought Contingency Plan is a TCEQ required document that establishes procedures for responding to droughts, water shortages, and other water supply emergencies. The Plan identifies drought triggers and response measures to protect essential water service and public health.
The original plan for the City of Texarkana, Texas was approved by the City Council on January 27, 1997, and then again in December 2012. The current plan was approved by the City Council in April 2018. Upon review of the current plan and TCEQ's current requirements, Plummer Associates, Inc. of Fort Worth, Texas made modifications to the existing plan to meet current TCEQ's requirements and current water use data and rates.

Potential Options:

Fiscal Implications:

None

Staff Recommendation:

The Utility staff recommends approval of the water conservation and drought contingency plan.

Advisory Board/Committee Review:

Not Applicable

Board/Committee Recommendation:

Not Applicable

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable

RESOLUTION NO. 2026-052

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE CITY OF TEXARKANA, TEXAS WATER CONSERVATION & DROUGHT CONTINGENCY PLAN; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Title 30 of the Texas Administrative Code Chapter 288 Water Conservation Plans, Drought Contingency Plans, Guidelines and Requirements require municipal and wholesale water providers to prepare and approve a water conservation and drought contingency plan; and

WHEREAS, the Water Conservation Plan is a Texas Commission on Environmental Quality (TCEQ) required document that outlines strategies to improve water-use efficiency, reduce water loss, and help ensure long-term water supply reliability. The plan documents the Utilities conservation programs and establishes water conservation goals; and

WHEREAS, the Drought Contingency Plan is a TCEQ required document that establishes procedures for responding to droughts, water shortages, and other water supply emergencies. The plan identifies drought triggers and response measures to protect essential water service and public health; and

WHEREAS, the TCEQ requires the Water Conservation and Drought Contingency Plans to be reviewed and updated every five (5) years; and

WHEREAS, the Texarkana, Texas, water and sewer staff has previously prepared and maintained a Water Conservation and Drought Contingency Plan for the City of Texarkana, Texas; and

WHEREAS, Plummer Associates, Inc. of Fort Worth, Texas, updated the City of Texarkana's existing Water Conservation and Drought Contingency Plans to meet current TCEQ requirements, a copy of which is **attached** hereto.

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

SECTION 1: The proposed City of Texarkana Water Conservation and Drought Contingency Plans, a copy of which is **attached** hereto, be and is hereby 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 **13th day of July, 2026.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Texarkana Water Utilities

2026 Water Conservation Plan

June 2026

Project #: 1565-017-01

PLUMMER

Water Conservation Plan
Texarkana Water Utilities
City of Texarkana

1565-017-01
June 2026

Draft

Plummer:	14755 Preston Road, Suite 420, Dallas, Texas 75254
Prepared By:	Qiwen Zhang, PE Lauren Leverett, PE
Reviewed By:	Brigit Buff, PE, PMP, ENV SP

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APPENDICES

Appendix A. Utility Profile

Appendix B. 2026 Drought Contingency Plan for City of Texarkana

Appendix C. Adoption Ordinances for the 2026 Water Conservation Plan and Drought Contingency Plan [Pending]

LIST OF ABBREVIATIONS

ABBREVIATION	DESCRIPTION
AWWA	American Water Works Association
BMPs	Best Management Practices
CCN	certificate of convenience and necessity
ESTs	Elevated Storage Tanks
GPCD	gallons per capita per day
GSTs	Ground Storage Tanks
MG	million gallon
MGD	million gallons per day
MWTP	Millwood Water Treatment Plant
SRWWTP	South Regional Wastewater Treatment Plant
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
TWDB	Texas Water Development Board
TWU	Texarkana Water Utilities
WCP	Water Conservation Plan
WPWTP	Wright Patman Water Treatment Plant
WTPs	Water Treatment Plant

1 INTRODUCTION AND OBJECTIVES

Texarkana Water Utilities (TWU) provides water services to residents of the Cities of Texarkana, Texas and Texarkana, Arkansas (Cities). These two adjacent Cities are uniquely divided by the Texas-Arkansas state line. Texarkana, Texas, is situated in the eastern portion of Bowie County in northeastern Texas, while Texarkana, Arkansas lies in the western portion of Miller County in the southwestern region of Arkansas. As a result, TWU's service area spans two states while supporting a single, interconnected community.

TWU owns and operates two treatment facilities supplied by two different surface water sources. The Wright Patman Water Treatment Plant (WPWTP) has a capacity of 18 million gallons per day (MGD) and is supplied by Wright Patman Lake. The Millwood Water Treatment Plant (MWTP) treats approximately 15 MGD of surface water from Millwood Lake. The WPWTP and MWTP treat surface water through coagulation, flocculation, and sedimentation, multi-media filters, and disinfects the treated water with chlorine addition. An additional 20 MGD is available from the Millwood Reservoir for emergency use.

TWU has an expansive water distribution system that provides treated drinking water to over 70,000 customers inside and outside of the city limits and serves over 50,000 customers through wholesale agreements with surrounding cities. As of 2025, there are approximately 36,888 meter connections, with 15,882 connections in Bowie County, Texas, and the remaining in Miller County, Arkansas. Under the current Texas Commission on Environmental Quality (TCEQ) guidelines, the minimum required water supply must have the capability to supply 0.6 gallons per minute (gpm) per meter. TWU currently operates at over 1 gpm per meter.

The steady gradual growth of population in Texarkana creates a need for a water conservation program. Recognizing the need for efficient use of existing water supplies, the Texas Water Development Board (TWDB) and the TCEQ have developed guidelines and requirements governing the development of water conservation and drought contingency plans for public water suppliers. The Cities have adopted this water conservation plan pursuant to TWDB and TCEQ guidelines and requirements. [Pending adoption]

1.1 OBJECTIVES OF THE TEXARKANA WATER UTILITLES

The objectives of the 2026 Water Conservation Plan are:

- To reduce water consumption,
- To reduce the loss and waste of water,
- To improve efficiency in the use of water, and
- To extend the life of current water supplies through enhanced water conservation practices.

In 2019, the Cities recorded a per capita water use of 152 gallons per capita per day (GPCD). Since that time, Texarkana's per capita water use has declined to 149 GPCD as of 2025. Under typical dry-year conditions, the baseline demand for TWU, as projected in the Region D 2026 Regional Water Planning projections, is 169 GPCD. Consistent with these projections, this Plan establishes GPCD goals for the City of Texarkana, Texas of 164 GPCD by 2030 and 163 GPCD by 2040. These targets reflect projected dry-year demand conditions and are therefore higher than average annual demand levels.

TWU, as the wholesale water provider for the Cities, will continue to monitor progress toward these conservation goals and implement appropriate strategies, as needed, to support their achievement. Texarkana's 2026 Water Conservation Plan is intended to achieve meaningful water savings, extend the useful life of existing water supplies, and minimize the need for unnecessary additional costs to customers.

1.2 DEFINITIONS

Section 1.2 defines key terminology the following used in this plan:

- **Bucket:** A container which holds no more than five gallons to be used singly by one person.
- **Commercial water use:** Water use which is integral to the operations of commercial, non-profit, and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.
- **Conservation:** Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.
- **Contamination:** The presence of any foreign substance (organic, inorganic, radiological or biological) in water which tends to degrade its quality to constitute a health hazard or impair the usefulness of the water such that the water system cannot be used.
- **Customer:** Any person, company, organization, or municipality using water supplied by TWU.
- **City Manager:** The City of Texarkana City Manager or designee.
- **Drought:** A prolonged period of abnormally low precipitation that adversely affects growing or living conditions.
- **Industrial water use:** The use of water in processes designed to convert materials of lower value into forms having greater usability and value.
- **Institutional water customer:** Public, educational, or other organizations devoted to a particular cause or program including all levels of government agencies, schools, colleges, and healthcare facilities such as nursing homes and hospitals.
- **Landscape irrigation use:** Water use for irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, rights-of-way, and medians.
- **Landscape irrigation (system):** A system of fixed pipes, emitters, and/or heads that apply water to landscape plants or turfgrass, including, but not limited to, inground and permanent irrigation systems, and/or hose-end sprinklers.
- **Landscaping plant(s):** Any member of the horticultural kingdom Plantae, including any tree, shrub, vine, herb, flower, succulent, ground cover, or grass species that grows or has been planted outdoors for such purpose.
- **Landscape watering:** The application of water to landscape trees, shrubs, plants, or grass to promote the health and/or growth of existing landscape plants.
- **Non-essential water use:** Water use that is neither essential nor required for the protection of public health, safety, and welfare.
- **Person or User:** The provisions of the plan shall apply to all persons, users, and property utilizing water provided by the City of Texarkana. The terms "person" and "user" as used in the plan includes individuals, corporations, partnerships, associations, and all other legal entities.
- **Production capability:** The volume/amount a public water supplier can produce utilizing the current water resources and infrastructure.
- **Restrictions:** Limitations on essential or non-essential water use.
- **Swimming pool:** Any structure, basin, chamber, tank, or large tub, including hot tubs, containing water for swimming purposes, diving, or recreational bathing, and having a depth of two feet or

more at any point.

- **Water emergency:** A water system failure due to weather, electrical or mechanical failure, contamination of source, extremely low river water allotment, or act of God or force majeure.
- **Watering schedule:** Permissible days for outdoor water use based upon odd and even numbered addresses or other determining guidance.
- **Water supply:** Amount of water available to meet the immediate unrestricted customer demands based on the available water resources and infrastructure.
- **Wholesale water user:** Potable water provided to a person, political subdivision, or municipality who is not the ultimate user of the water.

2 TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES

This section summarizes TCEQ rules relating to water conservation plans and their required content as well as wholesale conservation contract requirements, and drought contingency plans.

2.1 WATER CONSERVATION PLANS

The TCEQ rules governing development of water conservation plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code (TAC). For the purpose of these rules, a water conservation plan is defined as:

> *"A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water."*

A water conservation plan may be a separate document identified as such or may be contained within another water management documents(s).

According to TCEQ rules, water conservation plans for public water suppliers must have a certain minimum content listed in (Section 2.2) and must have additional content for public water suppliers that are projected to supply 5,000 or more people in the next ten years and may have additional optional content (Section 2.3).

2.2 MINIMUM REQUIRED WATER CONSERVATION PLAN CONTENT

The minimum requirements in the TAC for water conservation plans for public drinking water suppliers covered in this report are as follows:

- §288.2(a)(1)(A) – Utility Profile – Section 3 and Appendix A
- §288.2(a)(1)(B) – Specification of Goals in 2031 – Section 4.1
- §288.2(a)(1)(C) – Specification of Goals in 2036 – Section 4.2
- §288.2(a)(1)(D) – Accurate Metering – Section 5.1
- §288.2(a)(1)(E) – Universal Metering – Section 6.2
- §288.2(a)(1)(F) – Determination and Control of Water Loss – Section 6.3
- §288.2(a)(1)(G) – Public Education and Information Program –Section 6.4
- §288.2(a)(1)(H) – Non-Promotional Water Rate Structure – Section 6.1
- §288.2(a)(1)(I) – Reservoir System Operation Plan – 5.2
- §288.2(a)(1)(J) – Means of Implementing and Enforcement – Section 8
- §288.2(a)(1)(K) – Coordination with Regional Water Planning Group – Section 5.4

2.3 ADDITIONAL REQUIRED WATER CONSERVATION PLAN CONTENT

Title 30 of the TAC also includes additional requirements for water conservation plans for public drinking suppliers, which serve a population of 5,000 or more and/or a projected population of 5,000 or more within the next 10 years:

- §288.2(a)(2)(A) – Leak Detection, Repair and Water Loss Accounting – Section 6.3
- §288.2(a)(2)(B) – Requirement that Wholesale Customers Develop and Implement a Water Conservation Plan – Section 2.4

The TAC lists additional conservation strategies that are optional for water systems.

The City of Texarkana has adopted these referenced strategies:

- §288.2(a)(3)(A) – Conservation-Oriented Water Rates – Section 6.1
- §288.2(a)(3)(B) – Ordinances, Plumbing Codes or Rules on Water-Conserving Fixtures – Section 6.2
- §288.2(a)(3)(C) – Replacement or retrofit of water-conserving plumbing fixtures in existing structures – Section 7.2
- §288.2(a)(3)(D) – Reuse and Recycling of Wastewater – Section 7.3
- §288.2(a)(3)(E) – Pressure control and/or reduction in the distribution system and/or for customer connections – Section 7.4
- §288.2(a)(3)(F) – Considerations for Landscape Water Management Regulations – Section 7.5
- §288.2(a)(3)(G) – Monitoring the effectiveness and efficiency of the water conservation plan – Section 7.7

2.4 WHOLESALE CONSERVATION CONTRACT REQUIREMENTS

TCEQ requires that every wholesale water supply contract entered into or renewed after official adoption of the plan, including any contract extension, develop and implement a water conservation plan or water conservation measures.

Wholesale water customers of the TWU are required to develop and implement a water conservation plan meeting the requirements of Title 30, Part 1, Chapter 288, Subchapter A, Rule §288.2(a)(2)(B) of the Texas Administrative Code. This requirement is also extended to each successive wholesale customer in the resale of water.

2.5 DROUGHT CONTINGENCY PLANS

The TCEQ rules governing development of the conservation plans for public water suppliers are contained in Title 30 Part 1, Chapter 288, Subchapter B, Rule §288.20 of the TAC. For the purpose of these rules, a drought contingency plan is defined as:

> *"A strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies. A drought contingency plan may be a separate document identified as such or may be contained within another water management document(s)."*

Texarkana's drought contingency plan, entitled the "Drought Contingency Plan", is located in Appendix B.

3 UTILITY PROFILE SUMMARY AND OTHER REQUIREMENTS

TWU provides water and wastewater service to the City of Texarkana, Texas, and the City of Texarkana Arkansas, as well as eight (8) member cities and ten (10) wholesale users. The City currently intakes an average of 16.5 MGD of surface water from Wright Pattman Lake, and Millwood Reservoir for treatment at two (2) water treatment plants (WTPs) with a combined capacity of 33 MGD.

The City of Texarkana is currently the sole provider of wastewater collection and wastewater treatment. The existing rated combined capacity of the three wastewater treatment plants is 20.95 MGD (annual average).

Appendix A to this Water Conservation Plan is a water utility profile for TWU, based on the format recommended by the TCEQ and summarized in this section.

3.1 WATER USE DATA

This section summarizes key water use data from the utility profile in Appendix A.

- Water Service Area = 180 square miles
- Miles of Distribution Pipe = Approximately 858 miles
- Population Served by Retail Water Service:
    - Current 2026 Population = 72,726 (Source: Texas Water Utilities)
    - Projected 2030 Population =76,744 (Source: Texas State Water Plan, 2020 U.S. Census Bureau, ESRI Community Analyst)
    - Projected 2070 Population = 79,957 (Source: Texas State Water Plan, 2020 U.S. Census Bureau, ESRI Community Analyst)

Connections:

- Current Connections (2025) = 36,888
- Total Increase in Connections in Last Five Years = 799

Historical Information on Water Use for the Last Five Years

Table 3-2 summarizes the historical water use from the last five years (2021-2025).

Table 3-1. TWU Historical Water Use 2021-2025

Year	Annual Retail Production (Million Gallons)	Annual Demand Metered and Unmetered (Million Gallons)	Estimated Retail Population	Gallons per Capita per day	Unaccounted Water
2021	3,607	3,505	74,731	132	2.8%
2022	3,721	3,754	74,002	138	-0.9% [1]
2023	3,954	3,623	73,185	146	8.4%
2024	4,620	4,499	72,743	174	2.6%
2025	3,919	3,353	72,103	149	14.5%

Note:
1) Water loss in 2022 appears to be negative, potentially due to the overestimation of unmetered volume.

System Storage Capacity

Table 3-2 summarizes the elevated storage tank and ground storage tank capacities.

Table 3-2. Elevated and Ground Storage Tanks and Capacity[1]

Tank	Volume (MG)
Elevated Storage Tanks (ESTs)	**4.8**
College Hill	0.50
Ark Blvd	0.50
Walnut St	0.50
4th St	0.50
Liberty Eylau	0.40
Pleasant Grove	0.40
I-30	2.00
Ground Storage Tanks (GSTs)	**13.64**
Lakewood Standpipe	0.30
Avery	0.29
Lakewood PS	0.40
New Boston GST	0.40
Millwood Clearwell	3.25
Wright Patman Clearwells	9.00

System Service Area

Figure 3-1 shows the water and sewer certificate of convenience and necessity (CCN) service areas for TWU.

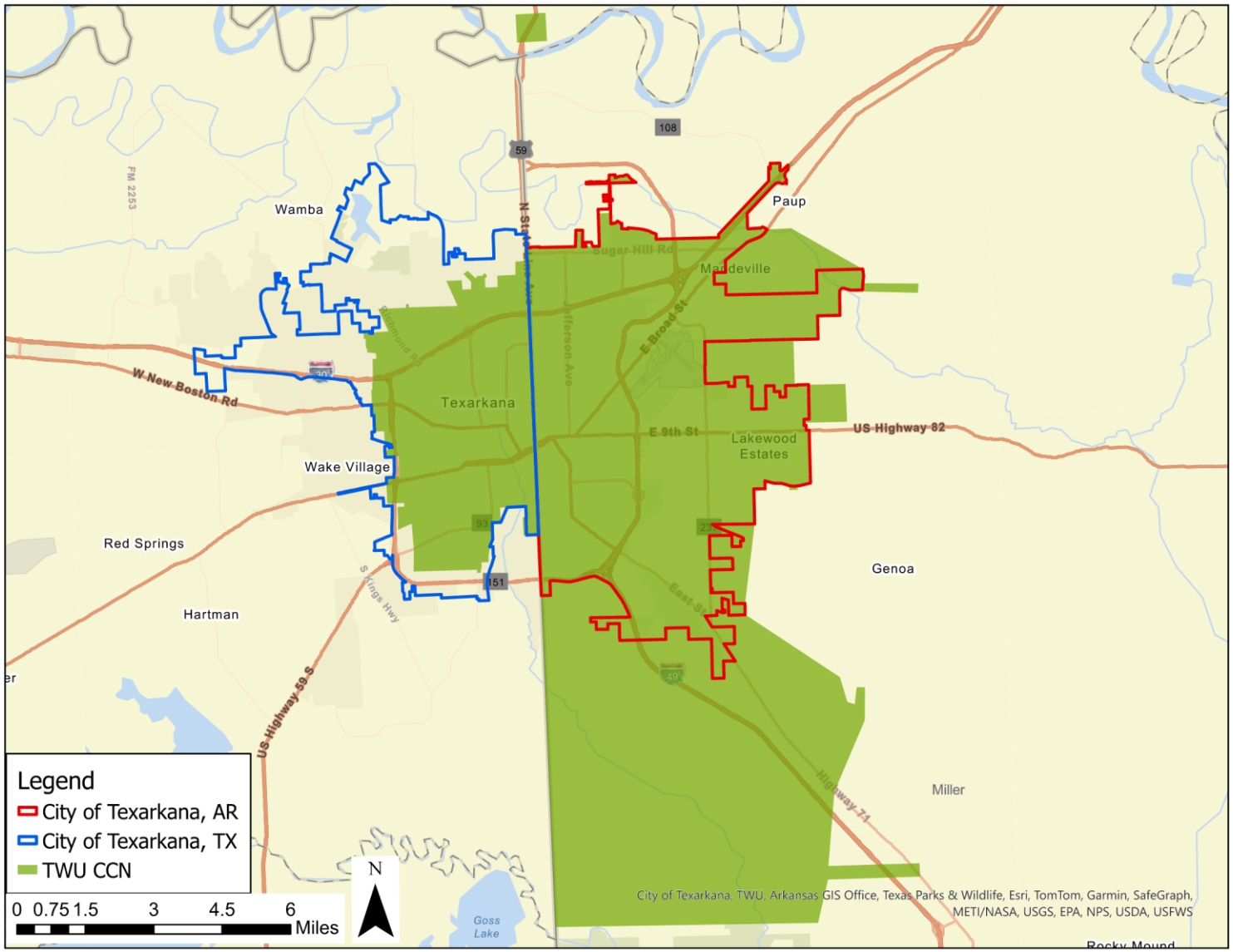


Figure 3-1. TWU Water CCN

3.2 RECORD MANAGEMENT SYSTEM

As required by TAC Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2(a)(2)(B), the TWU billing software has the capability to classify water sales into residential (single family and multi-family), commercial, institutional, industrial, agricultural, and wholesale. This software was implemented in January 2018 and is constantly updated with the latest software updates by the developer and is protected by the latest protocols by the utilities IT department.

The TWU maintains daily records of the amounts of raw water taken from both supply sources and the amount of treated water pumped into the distribution system. This information is included in each annual conservation report submitted to TWDB.

4 WATER CONSERVATION GOALS AND PLANNING PROCESS

Although the Cities encourage conservation and appropriate use of all water resources within the region, the specific water conservation goals described below apply only to the City of Texarkana direct water customers. Texarkana water conservation goals for their **retail** distribution system and customers include the following:

- 145 GPCD by 2031 and 140 GPCD by 2036.
- The goal for residential GPCD is 58 GPCD by 2031 and 57 GPCD by 2036.
- Water loss goals are 10 GPCD by 2031 and 10 GPCD by 2036.
- The goal for water loss percentage is 7% by 2031 and 7% by 2036.

4.1 FIVE-YEAR AND TEN-YEAR TARGET AND GOALS

Table 4-1 shows historical per capita municipal and residential water use for TWU's service area. Water use is shown in units of GPCD, where the municipal per capita water use is the ratio of the total water use, including water loss, and population, while the per capita residential water use is the ratio of residential water use and population.

Table 4-1 also shows the projected per capita water use after implementation of the water conservation and drought contingency plan.

Table 4-1. GPCD Goals (Five-Year Rolling Average)

Description	Historical 5-Year Average (Baseline)	Five-Year Goal (2031)	Ten-Year Goal (2036)
Total GPCD	148	145	140
Residential GPCD	59	58	57
Water Loss GPCD	11	10	10
Water Loss Percentage	7%	7%	7%

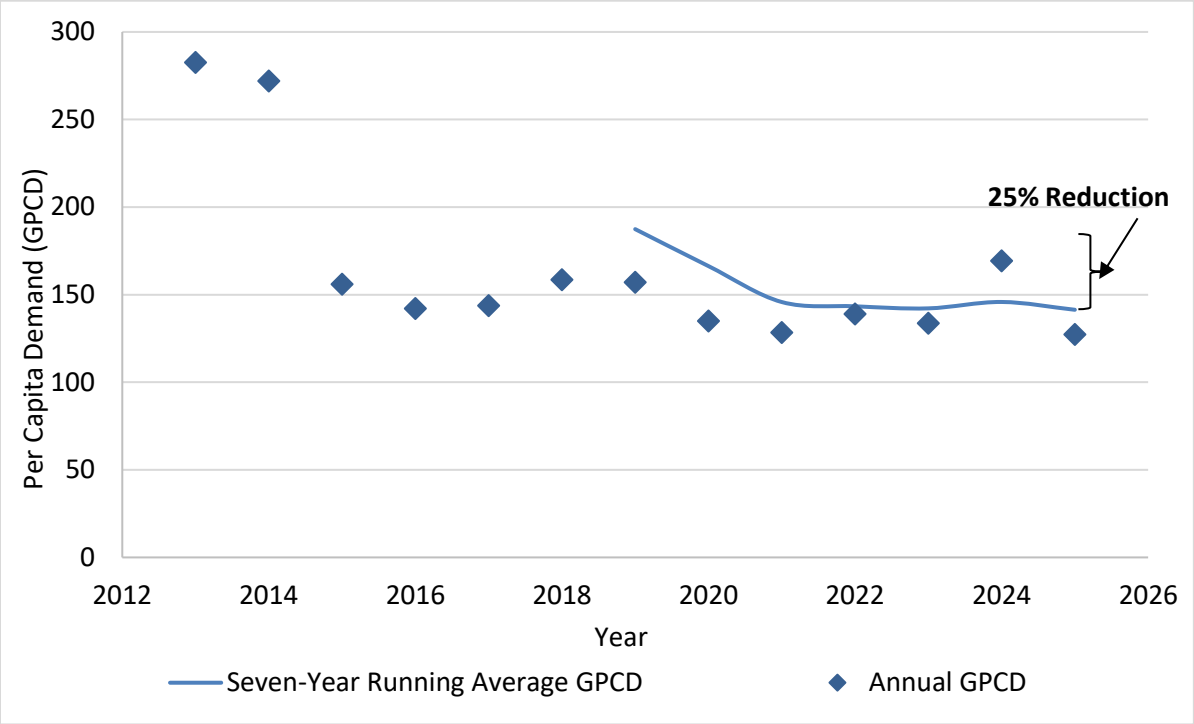
The water conservation goals include the following:

- Achieve 2031 per capita municipal water use of 145 GPCD or less.
- Achieve 2036 per capita municipal water use of 140 GPCD or less.
- Maintain the level of water loss in the system less than 10 GPCD in 2024 and subsequent years (Section 5.4).
- Raise public awareness of water conservation and encourage responsible public behavior though a public education and information program, as discussed in Section 6.4.

4.2 METHOD FOR TRACKING THE IMPLEMENTATION AND EFFECTIVENESS OF THE PLAN

TWU annually calculates customer water use in GPCD and tracks trends using a seven-year running average to normalize the effects of climate variability. This approach provides a consistent basis for evaluating the effectiveness of conservation programs in achieving targeted reductions in water use. If performance falls below established targets, programs may be adjusted, refined, or supplemented with additional measures.

A comparison of the seven-year running average GPCD indicates a reduction of 46 GPCD between 2019 and 2025, representing an approximate 25 percent decrease following implementation. This further demonstrates the effectiveness of TWU's conservation efforts in reducing overall water demand. GPCD can be influenced by several factors, particularly the addition of large non-residential customers. TWU acknowledges these limitations and will continue to monitor trends and refine its methodology as improved water savings estimation approaches become available.



Note: The gallons per capita per day (GPCD) values presented herein exclude water losses occurring within water treatment plants and the distribution system due to the lack of data to differentiate losses between these components in the water use surveys.

Figure 4-1. Retail Historical GPCD Trends and Seven-Year Running Average for TWU Service Area

5 ADDITIONAL CONTENT REQUIREMENTS

This section provides a summary of other required information per the TCEQ guidelines.

5.1 MEASURING AND ACCOUNTING FOR DIVERSIONS

TWU has a meter located on the raw water supply line at the WPWTP and the influent point at the MWTP. The meters are calibrated yearly to maintain an accuracy of plus or minus 5.0%. The TWU maintains daily records of the amounts of raw water taken from both supply sources and the amount of treated water pumped into the distribution system.

5.2 RESERVOIR SYSTEMS OPERATIONS PLAN

Both reservoirs that the TWU draws from, Lake Wright Patman and Millwood Lake, are owned and operated by the U.S. Corps of Engineers. The Corps of Engineers controls the levels of both lakes and the release rates. The Corps has cooperated in the past with TWU and withheld releases from Lake Wright Patman during times of low lake levels.

5.3 IDENTIFICATION OF ALTERNATIVE WATER SOURCES

Potential alternative water sources available to TWU are described below:

- **Water Demand Reduction During Emergencies**: The average daily demand for the Cities and TWU's wholesale customers is 15 MGD. During emergency conditions, TWU will implement its Water Conservation Plan to reduce demand and extend available supplies.
- **Emergency Water Shipments:** TWU may request emergency delivery of potable water through coordination with the Texas National Guard, as well as Army and Marine Corps Reserve units.
- **Emergency Raw Water Sources:** TWU currently relies on its two primary raw water sources: Wright Patman Reservoir, located in northeast Texas within the Sulphur River Basin, and Millwood Reservoir, located in southwest Arkansas within the Little River Basin. Historically, Bringle Lake served as the primary raw water source prior to the construction of Wright Patman Reservoir, and the Red River has been utilized as an emergency source. However, the pumping infrastructure that supported these sources is no longer in place.
- **Alternative Treatment and Storage:** In the event that both TWU water treatment plants are out of service for an extended period, TWU may be able to establish an emergency interconnection with the Domtar paper mill water treatment facility in Ashdown, Arkansas. This facility is located approximately two (2) miles from the Millwood Water Treatment Plant and has substantial treatment capacity.
- **Regional Aid Agreements (Interconnections):** TWU does not currently maintain formal regional interconnections or mutual aid agreements with neighboring water utilities due to geographic constraints.

5.4 COORDINATION WITH REGIONAL WATER PLANNING GROUP

The City of Texarkana, Texas is located within the Region D water planning area. To be in compliance with TAC Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2(a)(1)(K), a copy of this plan will be sent to the Chair of the Northeast Texas Regional Water Planning Group for coordination purposes.

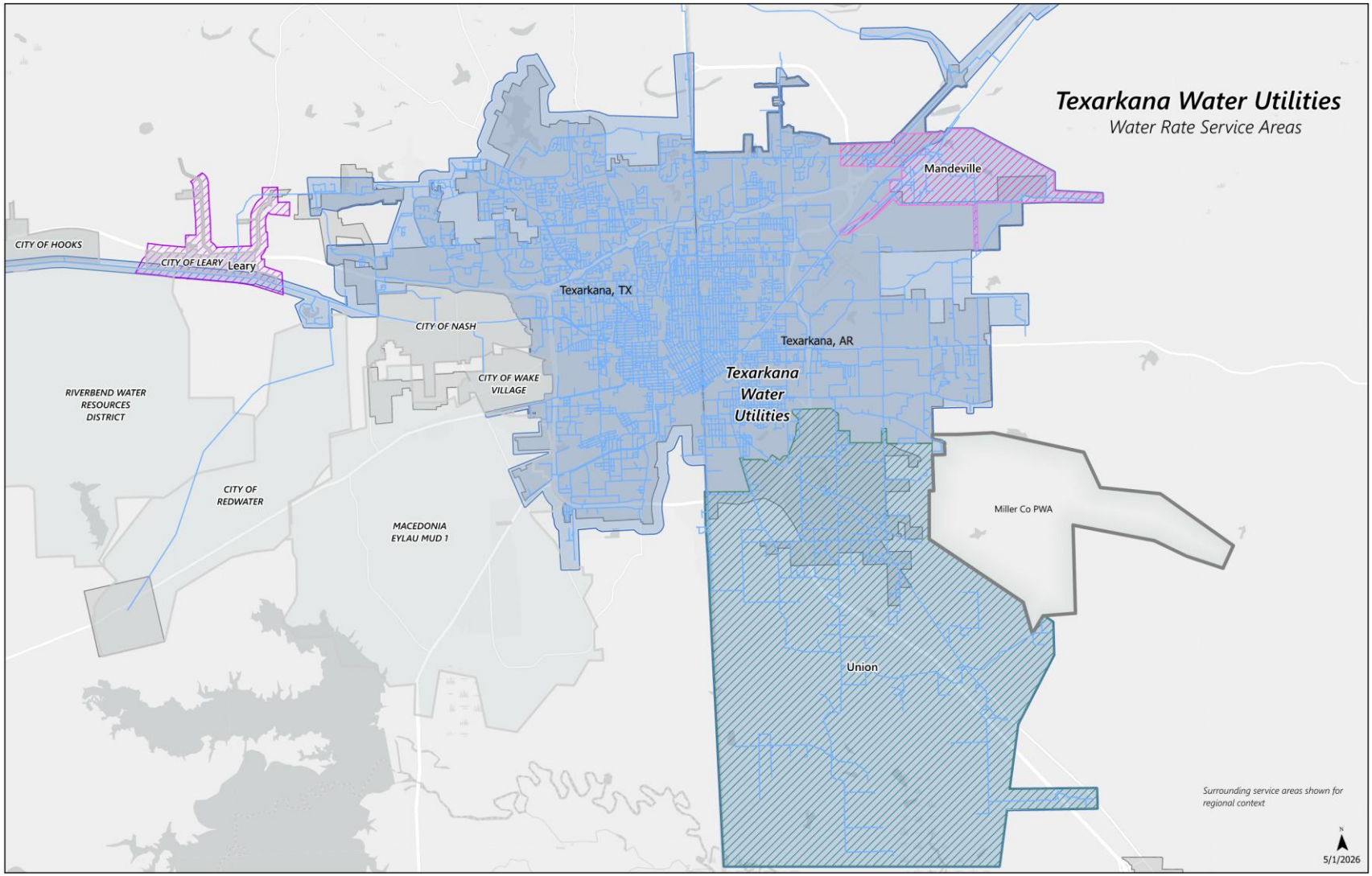
6 BEST MANAGEMENT PRACTICES (BMPS) – TCEQ AND TWDB

The following section lists water conservation strategies that are required or recommended as Best Management Practices (BMPs) by the TCEQ and the TWDB for municipal water utilities.

6.1 CONSERVATION ORIENTED WATER RATES – TWDB BMP 3.1

TWU first implemented conservation-oriented water rates on October 1, 2015, using an increasing block (tiered) rate structure designed to encourage efficient water use. The rate structure consists of two components: (1) a fixed service charge and (2) a volume-based charge that increases with water consumption. The service charge component recovers fixed costs associated with system operations, including meter reading, billing, and administrative functions.

TWU periodically updates its rate structure, with the most recent rates becoming effective on October 1, 2025. Rates may vary by service area, including Leary, Miller County PWA, Texarkana, Arkansas and Mandeville, Texarkana, Texas, and Union (Figure 6-1). For the most current rate information, refer to the TWU website: https://twu.txkusa.org/pview.aspx?id=449&catid=29.



Note: Map provided by TWU.

Figure 6-1. Service Area Boundary

6.2 METERING OF ALL NEW CONNECTIONS AND RETROFIT OF EXISTING CONNECTIONS - TWDB BMP 4.1

TWU currently meters all water users, including TWU, City and other public facilities. The majority of existing small multi-family dwellings are currently individually metered, and TWU has developed a policy to install individual meters at new apartment complexes. TWU has a meter shop that both tests and repairs water meters. TWU implemented a program in 2024 to install an AMI meter system, with project completion anticipated by August 2026. Once fully deployed, the AMI system will provide near real-time meter readings, improve operational efficiency, and enhance customer service by allowing customers to monitor water usage online and receive notifications related to high usage or potential leaks.

TWU also maintains an ongoing meter accuracy program, with a goal of testing all large commercial meters annually. In addition, the utility's computerized billing system automatically flags abnormal or unusually high meter readings for further investigation, helping identify potential leaks or meter issues. Field meter readers are also trained to monitor meter leak indicators during routine readings so that possible leaks can be identified and addressed promptly.

6.3 SYSTEM-WIDE LEAK DETECTION AND REPAIR - TWDB BMP 4.2

TWU's Operations Division conducts ongoing leak detection activities in the field. The division owns and operates leak detection equipment and has received training from the TWDB on its proper use. TWU staff routinely utilize this equipment in areas where metering discrepancies indicate potential water loss, where unexplained wet areas are observed, or when leaks are otherwise suspected. In 2024, TWU also contracted with ASTERRA to perform a satellite-based survey of its distribution system, which enhances the ability to detect leaks, including those in transmission mains. TWU also utilizes the information from both sources to determine and control water loss.

In addition, TWU Customer Service staff assist residents in identifying potential leaks on the customer side of the system. This includes providing dye tablets to help detect leaks in toilet fixtures.

6.4 PROGRAM OF CONTINUING PUBLIC EDUCATION AND INFORMATION REGARDING WATER CONSERVATION - TWDB BMP 6.3

TWU will continue to implement and expand its public education programs on water conservation as needed. TWU staff regularly provide presentations to local schools and encourage educational tours of water treatment facilities to promote understanding of water sources and treatment processes.

TWU also communicates water conservation information to customers through multiple channels, including messages on monthly utility bills and informational materials developed by the TWDB and the American Water Works Association (AWWA). In addition, water conservation tips are available on the TWU website: https://twu.txkusa.org/.

7 ADDITIONAL CONSERVATION STRATEGIES

This section describes additional conservation strategies implemented by TWU.

7.1 ENCOURAGEMENT OF WATER-CONSERVING PLUMBING FIXTURES IN NEW DEVELOPMENT

TWU encourages the installation of water-conserving (low-flow) plumbing fixtures in all new residential and commercial developments.

7.2 ENCOURAGEMENT OF WATER-CONSERVING FIXTURES IN EXISTING BUILDINGS

TWU also encourages the installation of low-flow fixtures in existing residential and commercial structures when modifications are made to the plumbing system, ensuring that efficiency improvements are

incorporated over time.

7.3 REUSE AND RECYCLING OF WASTEWATER

TWU has evaluated opportunities for wastewater reuse with limited feasibility due to site constraints. Currently, treated effluent from the South Regional Wastewater Treatment Plant (SRWWTP) is utilized for non-potable applications, such as pump seal water. The remote location of the SRWWTP relative to potential users limits broader reuse opportunities. However, TWU will continue to evaluate potential reuse options as new information becomes available.

7.4 PRESSURE MANAGEMENT

TWU maintains a well-regulated distribution system and does not experience widespread high-water pressure conditions. The highest static pressures within the system are approximately 80 pounds per square inch (psi), minimizing the need for additional pressure reduction measures.

7.5 LANDSCAPE WATER MANAGEMENT

Regional climate conditions in Cities of Texarkana, Texas and Arkansas, including average annual rainfall of approximately 50 inches, limit the applicability of xeriscaping practices. Accordingly, TWU emphasizes efficient irrigation practices, including proper scheduling based on rainfall and soil moisture conditions, and avoidance of overwatering.

TWU promotes the use of mulch, soil amendments, and properly maintained irrigation systems to reduce runoff and improve water retention. TWU also supports these efforts by providing compost and mulching materials to customers at a nominal cost and encourages the use of regionally adapted plant species.

7.6 WATER CONSERVATION FOR COMMERICIAL, INDUSTRIAL, AND INSTITUTIONAL CUSTMERS

TWU encourages commercial, industrial, and institutional (CII) customers, who account for nearly half of the system demand, to manage water use efficiently. Water efficiency improvements can reduce water use by approximately 15 to 50 percent and often pay for themselves within a few years through reduced utility and energy costs, as noted by the American Water Works Association Research Foundation[1]. Additional guidance for businesses is available through EPA's WaterSense at Work program[2].

For many facilities, the greatest opportunities for savings come from process improvements, leak detection, and minimizing unnecessary outdoor water use.

Water Use Monitoring and Leak Detection

- Regularly review water bills to identify unusual increases in usage.
- Conduct after-hours flow checks to detect hidden leaks or continuous water use.
- Inspect plumbing systems, irrigation systems, and large-diameter pipes for leaks.

Process and Equipment Efficiency

- Evaluate high-water-use processes for opportunities to reduce, reuse, or recycle water.
- Upgrade to high-efficiency equipment, including cooling systems, laundry equipment, and commercial kitchen appliances.
- Install submeters for major processes to better track and manage water use.

[1] https://www.dnr.state.mn.us/waters/watermgmt_section/appropriations/water-conservation-commercial.html
[2] https://www.epa.gov/sites/default/files/2017-02/documents/watersense-at-work_final_508c3.pdf

Cooling Systems

- Optimize cooling tower operation by improving water treatment and reducing blowdown.
- Regularly inspect cooling systems for leaks and inefficiencies.
- Monitor system performance to maintain efficient operation.

Restrooms and Indoor Fixtures

- Install high-efficiency toilets, urinals, and faucets in commercial and institutional facilities.
- Repair leaks promptly to prevent continuous water loss.
- Use automatic shut-off or sensor fixtures where appropriate.

Irrigation and Outdoor Water Use

- Avoid irrigation after rainfall and adjust schedules based on weather conditions.
- Install rain or soil moisture sensors to reduce unnecessary watering.
- Maintain irrigation systems to prevent leaks, overspray, and runoff.

Landscaping and Site Management

- Use plant species that are adapted to local conditions and require minimal supplemental irrigation.
- Apply mulch to landscaped areas to retain moisture and reduce runoff.
- Manage drainage to reduce water loss and improve site efficiency.

Water Reuse Opportunities

- Evaluate opportunities to use non-potable water for appropriate applications where feasible.
- Consider reuse of process water to reduce overall demand.

7.7 MONITORING AND EVALUATION

TWU evaluates the effectiveness of its Water Conservation Plan by reviewing water sales data while accounting for factors such as new service connections and annual rainfall variations. As noted in Section 4.2, TWU will continue to assess and refine methods for evaluating plan effectiveness as improved approaches become available.

8 ADOPTION OF WATER CONSERVATION PLAN

Opportunity for public comment on the Plan was provided at City Council meetings for both Texarkana, Texas and Texarkana, Arkansas on July 6, 2026, and July 13, 2026, respectively. Appendix C includes copies of the resolutions from both City Councils at which this Plan was adopted. TWU will implement the Plan in accordance with adoption of the Plan, while the designates responsible officials to implement and enforce the Plan.

9 REVIEW AND UPDATE OF WATER CONSERVATION PLAN

As required by TCEQ regulations, the Cities of Texarkana, Arkansas, and Texarkana, Texas, reviewed and adopted this Water Conservation Plan on July 6, 2026, and July 13, 2026, respectively. [Pending adoption.] The plan will continue to be reviewed and updated at least every five years thereafter in coordination with the Northeast Texas Regional Water Planning Group planning cycle. The plan will be updated as appropriate based on new or updated information. As the plan is reviewed and subsequently updated, a copy of the revised water conservation plan will be kept on file at the Texarkana Public Library and submitted to the Northeast Texas Regional Water Planning Group for their records.

APPENDIX A

Utility Profile

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Texas Commission on Environmental Quality
Water Availability Division
MC-160, P.O. Box 13087 Austin, Texas 78711-3087
Telephone (512) 239-4600, FAX (512) 239-2214

Utility Profile and Water Conservation Plan Requirements for Municipal Water Use by Retail Public Water Suppliers

This form is provided to assist retail public water suppliers in water conservation plan assistance in completing this form or in developing your plan, please contact the Conservation staff of the Resource Protection Team in the Water Availability Division at (512) 239-4600.

Water users can find best management practices (BMPs) at the Texas Water Development Board's website http://www.twdb.texas.gov/conservation/BMPs/index.asp. The practices are broken out into sectors such as Agriculture, Commercial and Institutional, Industrial, Municipal and Wholesale. BMPs are voluntary measures that water users use to develop the required components of Title 30, Texas Administrative Code, Chapter 288. BMPs can also be implemented in addition to the rule requirements to achieve water conservation goals.

Contact Information

Name of Water Supplier:	Texarkana Water Utilities	
Address:	P.O. Box 2008	
Telephone Number:	(903) 798 3800	Fax: ( )
Water Right No.(s):	4836, 4961-A	
Regional Water Planning Group:	D	
Water Conservation Coordinator (or person responsible for implementing conservation program):	David Waldroup	Phone: (903) 798-3821
Form Completed by:	Gary Smith	
Title:	Executive Director, Texarkana Water Utilities	
Signature:	Gary Smith	Date: 6/4/2026

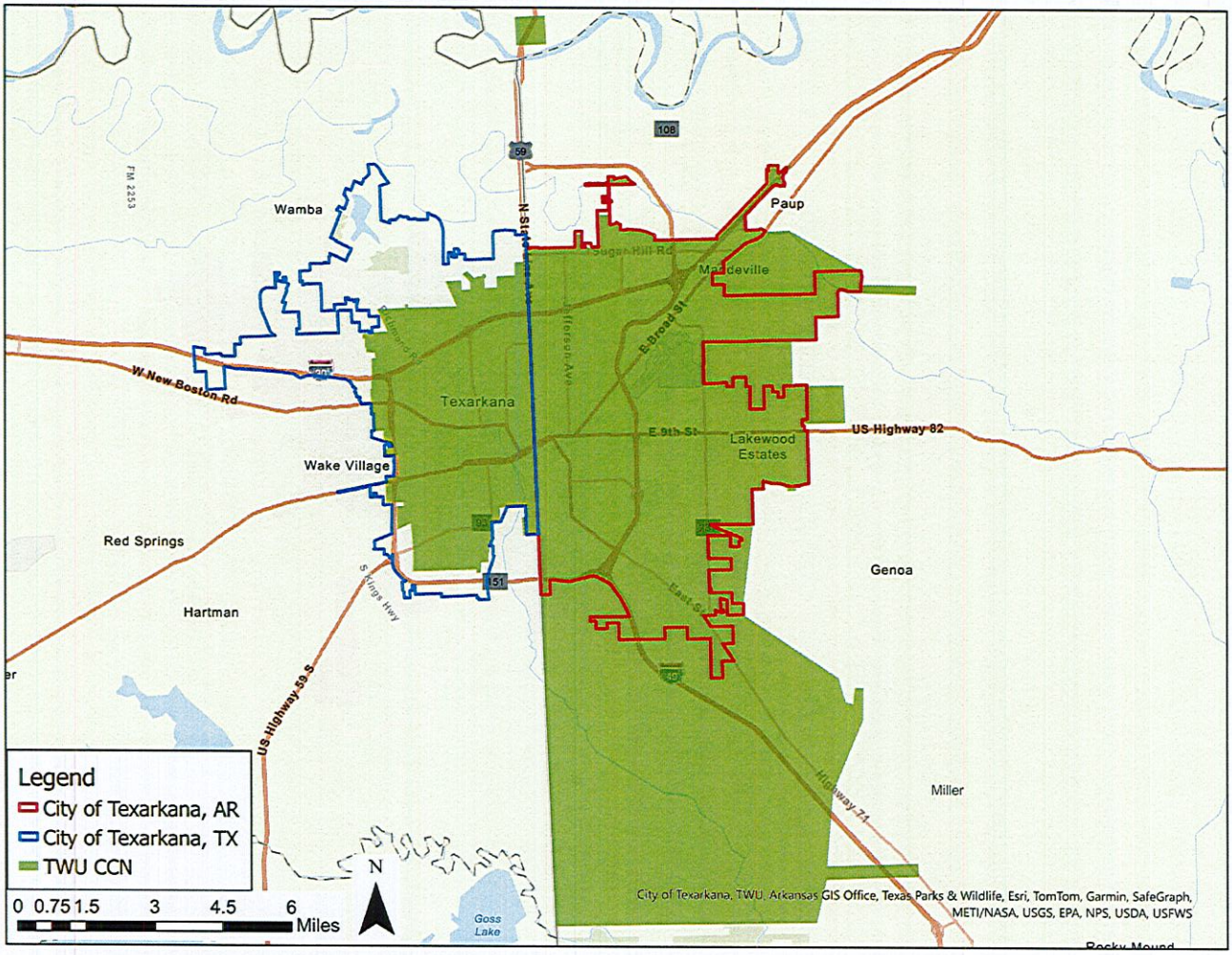
A water conservation plan for municipal use by retail public water suppliers must include the following requirements (as detailed in 30 TAC Section 288.2). If the plan does not provide information for each requirement, you must include in the plan an explanation of why the requirement is not applicable.

Utility Profile

I. POPULATION AND CUSTOMER DATA

A. Population and Service Area Data

1. Attach a copy of your service-area map and, if applicable, a copy of your Certificate of Convenience and Necessity (CCN).



2. Service area size (in square miles): 180
   (Please attach a copy of service-area map)
3. Current population of service area: 72,726
4. Current population served for:
   a. Water 72,726
   b. Wastewater 54,545

5. Population served for previous five years:

Year	*Population*
2021	74,731
2022	74,002
2023	73,185
2024	72,743
2025	72,103

6. Projected population for service area in the following decades:

Year	*Population*
2030	76,744
2040	74,169
2050	76,018
2060	77,946
2070	79,957

7. List source or method for the calculation of current and projected population size.

   Texas State Water Plan, 2020 U.S. Census Bureau, ESRI Community Analyst

B. *Customer Data*

Senate Bill 181 requires that uniform consistent methodologies for calculating water use and conservation be developed and available to retail water providers and certain other water use sectors as a guide for preparation of water use reports, water conservation plans, and reports on water conservation efforts. A water system must provide the most detailed level of customer and water use data available to it, however, any new billing system purchased must be capable of reporting data for each of the sectors listed below. More guidance can be found at: http://www.twdb.texas.gov/conservation/doc/SB181Guidance.pdf

1. Quantified 5-year and 10-year goals for water savings:

	Historic 5-year Average	*Baseline*	*5-year goal for year 2031*	*10-year goal for year 2036*
Total GPCD	148	148	145	140
Residential GPCD	59	59	58	57
Water Loss GPCD	11[1]	11[1]	10.0	10.0
Water Loss Percentage	7%[1]	7%[1]	7%	7%

Notes:
Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365
Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

1 Water loss averages do not include the year 2022 due to negative losses as a result of overestimation of unmetered volume.

2. Current number of active connections. Check whether multi-family service is counted as ☒ Residential or ☐ Commercial?

Treated Water Users	*Metered*	*Non-Metered*	*Totals*
Residential	33,118	0	33,118
Single-Family	24,478	0	24,478
Multi-Family	8,640	0	8,640
Commercial	2,352	0	2,352
Industrial/Mining	437	0	437
Institutional	957	0	957
Agriculture	24	0	24
Other/Wholesale*	0	0	0

Note: Reference Wholesaler Water Use Surveys for connection details

3. List the number of new connections per year for most recent three years.

Year	2023	2024	2025
Treated Water Users			
Residential	-601	814	-659
Single-Family	-669	236	-87
Multi-Family	68	578	-572
Commercial	-4	74	-29
Industrial/Mining	83	44	124
Institutional	-3	18	-5
Agriculture	0	-2	3
Other/Wholesale	0	0	0

Note: the exact cause of decreases in numbers of connection in recent years is not clear.

4. List of annual water use for the five highest volume customers.

Customer	*Use (1,000 gal/year)*	*Treated or Raw Water*
Cooper Tire & Rubber Co.	248,349,000	Raw & Treated
Christus St. Michael	85,463,000	Treated
TCI Texarkana Inc.	63,836,000	Treated
Federal Correctional Institution	51,955,000	Treated
Arkansas Dept. of Corrections	27,019,000	Treated

II. WATER USE DATA FOR SERVICE AREA

A. *Water Accounting Data*

1. List the amount of water use for the previous five years (in 1,000 gallons).

   Indicate whether this is ☐ diverted or ☒ treated water.

Year	2021	2022	2023	2024	2025
Month					
January	247,005	262,417	230,693	420,030	273,286
February	297,423	226,892	226,519	394,299	246,588
March	261,483	251,304	235,730	416,744	290,619
April	260,215	256,513	276,332	407,818	305,936
May	265,869	319,395	315,885	417,087	325,625
June	319,885	353,071	404,552	490,273	341,692
July	368,520	454,000	344,603	442,080	447,371
August	384,643	377,804	460,347	417,372	400,790
September	342,604	351,377	382,827	337,539	363,856
October	311,159	330,372	351,847	351,757	334,702
November	265,722	256,208	372,735	282,452	269,040
December	282,930	281,617	351,512	233,057	271,752
Totals	3,607,459	3,720,970	3,953,582	4,610,509	3,871,258

2. Describe how the above figures were determined (e.g, from a master meter located at the point of a diversion from the source or located at a point where raw water enters the treatment plant, or from water sales).

   Meter data from the high service pump stations at both WTPs. Water sold to wholesale and member cities has been subtracted from the produced water quantities as measured by their respective meters.

3. Amount of water (in 1,000 gallons) delivered/sold as recorded by the following account types for the past five years.

Year	2021	2022	2023	2024	2025
Account Types					
Residential	1,709,208	1,667,506	1,572,267	1,570,701	1,452,137
Single-Family	1,378,338	1,350,697	1,249,676	1,228,305	1,098,062
Multi-Family	330,870	316,809	322,591	342,396	354,075
Commercial	455,621	439,091	399,059	420,797	422,242
Industrial/Mining	429,190	523,823	404,906	431,294	464,730
Institutional	398,891	410,691	421,744	374,439	384,273
Agriculture	23,545	195,574	216,036	198,948	172,348
Other/Wholesale	2,035,730	2,016,450	1,961,630	2,031,600	1,933,940

Note: Other/Wholesale value is total volume sold to wholesale customers

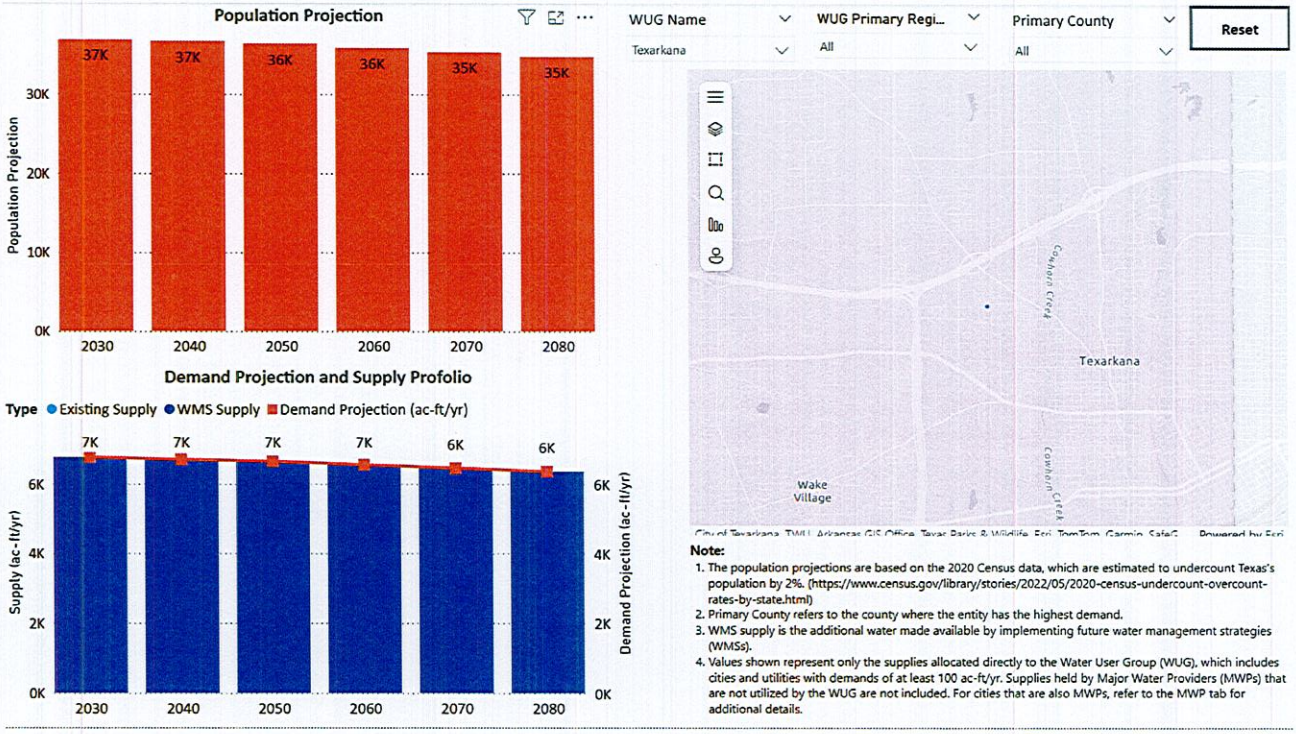
4. List the previous records for water loss for the past five years (the difference between water diverted or treated and water delivered or sold).

Year	*Amount (gallons)*	*Percent %*
2021	102,660,740	3%
20221	-33,157,884	-1%
2023	330,437,180	8%
2024	121,123,114	3%
2025	566,762,898	15%

Notes:
1 Water loss in the year 2022 is negative due to overestimated of unmetered volume.

B. *Projected Water Demands*

1. If applicable, attach or cite projected water supply demands from the applicable Regional Water Planning Group for the next ten years using information such as population trends, historical water use, and economic growth in the service area over the next ten years and any additional water supply requirements from such growth.



Note: the charts above show the projections of TWU in the Region D 2026 RWP, which accounts only for the retail population and demand within TWU's Texas service area. As a result, it is affected by census population undercounts, which may lead to an underestimation of both population and demand projections.

III. WATER SUPPLY SYSTEM DATA

A. *Water Supply Sources*

1. List all current water supply sources and the amounts authorized (in acre feet) with each.

Water Type	*Source*	*Amount Authorized*
Surface Water	Wright Patman Lake; Millwood Lake	18 MGD, 20,167 ac-ft/yr; 15 MGD, 16,806 ac-ft/yr, or 20 MGD (22,425 ac-ft/yr) in emergency
Groundwater	N/A	N/A
Other	N/A	N/A

B. *Treatment and Distribution System (if providing treated water)*

1. Design daily capacity of system (MGD): 33
2. Storage capacity (MGD):

a. Elevated 4.8

b. Ground 13.64

3. If surface water, do you recycle filter backwash to the head of the plant?

☐ Yes ☒ No If yes, approximate amount (MGD):

IV. WASTEWATER SYSTEM DATA

A. Wastewater System Data (if applicable)

1. Design capacity of wastewater treatment plant(s) (MGD): 20.95

2. Treated effluent is used for ☒ on-site irrigation, ☐ off-site irrigation, for ☒ plant wash-down, and/or for ☒ chlorination/dechlorination.

If yes, approximate amount (in gallons per month):

Water Reuse Category	2025 Usage (gal/year)	Avg gal/month
Water reuse for On-Site Irrigation	31,775,000	2,647,917
Water reuse for Plant Washdown	127,020,000	10,585,000
Water reuse for Chlorination	158,775,000	13,231,250

3. Briefly describe the wastewater system(s) of the area serviced by the water utility. Describe how treated wastewater is disposed. Where applicable, identify treatment plant(s) with the TCEQ name and number, the operator, owner, and the receiving stream if wastewater is discharged.

The City of Texarkana owns and operates three wastewater treatment facilities: (1) Wagner Creek (TX0099287), (2) South Regional (TX0101800), North Texarkana (AFIN46-00237). The Wagner Creek WWTF discharges to an unnamed tributary, thence to Wagner Creek, thence to Days Creek in Segment No. 0304 of the Sulphur River Basin. The South Regional WWTF discharges to Days Creek in Segment No. 0304 of the Sulphur Basin. The North Texarkana WWTP discharges to McKinney Bayou, thence to the Red River in Segment 1B of the Red River Basin.

B. Wastewater Data for Service Area (if applicable)

1. Percent of water service area served by wastewater system: 75%

2. Monthly volume treated for previous five years (in 1,000 gallons):

Year	2021	2022	2023	2024	2025
Month					
January	506,189	264,299	499,621	554,553	435,919
February	495,564	307,797	616,000	452,338	427,151
March	545,030	372,559	471,017	458,375	377,315
April	406,011	387,621	449,543	418,313	396,376
May	530,489	287,339	452,434	373,941	422,891
June	342,978	255,428	351,351	366,882	307,114
July	262,557	223,778	331,086	334,397	258,363
August	254,853	326,902	288,632	257,971	257,564
September	235,157	279,125	325,440	254,924	247,185
October	237,802	273,159	396,963	235,357	252,687
November	234,304	332,967	407,246	289,110	297,590
December	281,645	463,722	404,563	413,282	274,601
Totals	**4,332,579**	**3,774,696**	**4,993,896**	**4,409,443**	**3,954,756**

APPENDIX B

2026 Drought Contingency Plan for City of Texarkana

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Texarkana Water Utilities

2026 Drought Contingency Plan

June 2026

Project #: 1565-017-01

PLUMMER

Drought Contingency Plan
Texarkana Water Utilities
City of Texarkana

1565-017-01
June 2026

Draft

Plummer:	14755 Preston Road, Suite 420, Dallas, Texas 75254
Prepared By:	Qiwen Zhang, P.E.
Reviewed By:	Brigit Buff, PE, PMP, ENV SP

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N/A

LIST OF ABBREVIATIONS

ABBREVIATION	DESCRIPTION
MGD	million gallons per day
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
TWC	Texas Water Code
TWU	Texarkana Water Utilities

1 INTRODUCTION AND OBJECTIVES

Water supply has always been a key issue in the development of Texas. Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality (TCEQ) has developed guidelines and requirements governing the development of drought contingency plans for public water suppliers.

The TCEQ rules governing development of drought contingency plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the Texas Administrative Code (TAC). For the purpose of these rules, a drought contingency plan is defined as:

"*A strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies. A drought contingency plan may be a separate document identified as such or may be contained within another water management document(s).*"

1.1 DECLARATION OF POLICY, PURPOSE, AND INTENT

To conserve available water supplies, protect water system infrastructure, and prioritize essential uses such as domestic consumption, sanitation, and fire protection, Texarkana Water Utilities (TWU) hereby adopts the following regulations governing the delivery and use of water. These measures are intended to safeguard public health, welfare, and safety while minimizing the impacts of water shortages or other emergency conditions.

TWU provides water service to the Cities of Texarkana, Texas, and Texarkana, Arkansas (Cities). These adjacent Cities form a single, interconnected community uniquely divided by the Texas–Arkansas state line. Texarkana, Texas is located in the eastern portion of Bowie County in northeastern Texas, while Texarkana, Arkansas lies in the western portion of Miller County in southwestern Arkansas. As a result, TWU's service area spans two Cities across both states while supporting one integrated community. **Therefore, this Drought Contingency Plan (the Plan), while required by TCEQ, remains applicable to both Cities**.

Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section 12 of this Plan.

1.2 STATE REQUIREMENTS FOR DROUGHT CONTINGENCY PLANS

This drought contingency plan is consistent with the TCEQ guidelines and requirements for development of drought contingency plans by public drinking water suppliers, contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the TAC, and contained in Section 11.039 of the Texas Water Code.

TCEQ's minimum requirements for drought contingency plans are addressed in the following subsections of this report:

- 288.20(a)(1)(A) – Provisions to Inform the Public and Provide Opportunity for Public Input - Section 2.
- 288.20(a)(1)(B) – Provisions for Continuing Public Education and Information – Section 3
- 288.20(a)(1)(C) – Coordination with Regional Water Planning Group – Section 4
- 288.20(a)(1)(D) – Criteria for Initiation and Termination of Drought Stages – Section 8
- Section 11.039, TWC – Initiation of Drought Response Stages – Section 8.2
- 288.20(a)(1)(E) – Drought and Emergency Response Stages – Section 8.3

- 288.20(a)(1)(F) – Specific, Quantified Targets for Water Use Reductions – Section 8.3
- 288.20(a)(1)(G) – Water Supply and Demand Management Measures for Each Stage – Section 8.3
- 288.20(a)(1)(H) – Procedures for Initiation and Termination of Drought Stages – Section 8.2
- 288.20(a)(1)(I) – Procedures for Granting Variances – Section 13
- 288.20(a)(1)(J) – Procedures for Enforcement of Mandatory Restrictions – Section 12
- 288.20(a)(3) – Consultation with Wholesale Supplier – Section 10
- 288.20(b) – Notification of Implementation of Mandatory Measures – Section 8.1
- 288.20(c) – Review and Update of Plan – Section 14

2 PUBLIC INVOLVEMENT

Opportunity for public input in the development of this Plan was provided by TWU through the scheduling and public notice of meetings before both City Councils (Texas and Arkansas), during which input on the Plan was received.

3 PUBLIC EDUCATION

The Cities of Texarkana (Cities) will inform and educate the public about its drought contingency plan by the following means:

- Making the plan available to the public through TWU website at https://twu.txkusa.org/.
- TWU also has a good working relationship with the local media sources and will, in time of drought or other emergency water conditions, ask these media sources to help notify the public of the provisions of the plan.

At any time that the drought contingency plan is activated, or the drought stage changes, TWU will notify local media of the issues, the drought response stage, and the specific actions required of the public. The information will also be publicized on the TWU website above. Billing inserts or mail outs will also be used as appropriate.

4 COORDINATION WITH THE REGIONAL WATER PLANNING GROUP

The City of Texarkana, Texas is located within the Region D water planning area. TWU shall notify the chair of the Northeast Texas Regional Water Planning Group of this plan for their information and comments.

5 AUTHORIZATION

The City Managers of both Cities, or their designees, are hereby authorized and directed to implement the applicable provisions of this plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Managers, or their designees, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this plan.

6 APPLICATION

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the TWU. The terms “person” and “customer” as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

7 DEFINITIONS

For the purposes of this plan, the following definitions shall apply:

Aesthetic water use. Water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use. Water use integral to the operations of commercial and nonprofit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation. Practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer. Any person, company, or organization using water supplied by the city.

Domestic water use. Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even-numbered address. Street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use. The use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use. Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Nonessential water use. Water uses that are neither essential nor required for the protection of public, health, safety, and welfare, including:

1) Irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this plan;
2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
4) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
5) Flushing gutters or permitting water to run or accumulate in any gutter or street;
6) Use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
7) Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
8) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
9) Use of water from hydrants for construction purposes or any other purposes other than firefighting.

Odd-numbered address. Street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

8 INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES

Sections 8.1 and 8.2 describe the criteria and procedures for initiating and terminating drought response stages. Section 8.3 outlines the specific drought response measures to be implemented by TWU and its customers.

8.1 AUTHORITY FOR RESPONSE STAGE DETERMINATION

The City Managers, or their designees, shall monitor water supply and demand conditions on a regular basis (monthly at a minimum) and determine when conditions warrant the initiation or termination of each stage of the Plan, based on the trigger criteria defined in Section 8.2.

The triggering criteria described in this Plan are based on both water supply availability and system demand conditions.

8.1.1 Notification

The City Managers, or their designees, shall notify the public of the current drought stage status through appropriate public outreach methods, including newspapers, television, radio, and other available communication channels.

8.1.2 Additional Notification

The City Manager or his/ her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

- Mayor / Chairman and members of the City Council
- Fire Chief(s)
- City and/or County Emergency Management Coordinator(s)
- County Judge & Commissioner(s)
- State Disaster District / Department of Public Safety
- TCEQ within five (5) business days of implementing any mandatory restrictions (i.e., initiation of Stage 2 or higher).

8.2 OVERVIEW OF DROUGHT TRIGGERS

TWU will monitor the following four triggers to determine when drought response stages should be initiated. Each trigger and its basis are described in Section 8.2.1. The triggers are evaluated collectively, and the number of active triggers at any given time is used to determine the appropriate drought response stage, as summarized in Section 8.2.2.

8.2.1 Drought Trigger Selection

TWU operates two primary water treatment plants: the Wright Patman Water Treatment Plant, with a rated capacity of 18 MGD, and the Millwood Water Treatment Plant, which can operate at up to 20 MGD under emergency conditions. Average daily system demand is approximately 15 MGD; therefore, either facility can typically meet system demand under normal conditions. However, during periods of elevated demand (18 MGD or greater), the loss or reduced capacity of either facility may require implementation of drought response and water conservation measures until full system capacity is restored. Triggers 2 through 4 described below reflect conditions that could reduce or eliminate the availability of one source or treatment facility due to infrastructure failure or water quality concerns.

Wright Patman Reservoir Level

Trigger 1: When the water surface elevation of Wright Patman Reservoir reaches 220.60 feet and is declining.

Rationale:

a. The conservation pool elevation for Wright Patman Reservoir is 220.60 feet. If the lake level falls below this elevation, TWU may need to curtail production at the Wright Patman Water Treatment Plant until a channel can be dredged to the intake structure and necessary modifications are completed.

b. The 2010–2011 drought represents the most severe drought since the reservoir was impounded. During that event, the minimum recorded elevation was 222.84 feet, which remained above the conservation pool level.

System Integrity of Water Supply Mains

Trigger 2: When raw water supply from Wright Patman Reservoir is unavailable due to low service pump failure, a break in the raw water transmission main, or a break in the Millwood transmission main, and treated water demand is 18 million gallons per day (MGD) or greater.

Rationale:

a. Raw water is conveyed to the Wright Patman Water Treatment Plant through a 33-inch transmission main, and treated water is delivered from the Millwood Water Treatment Plant through a 42-inch transmission main (Figure 8-1). Failure of either main reduces available treatment capacity.

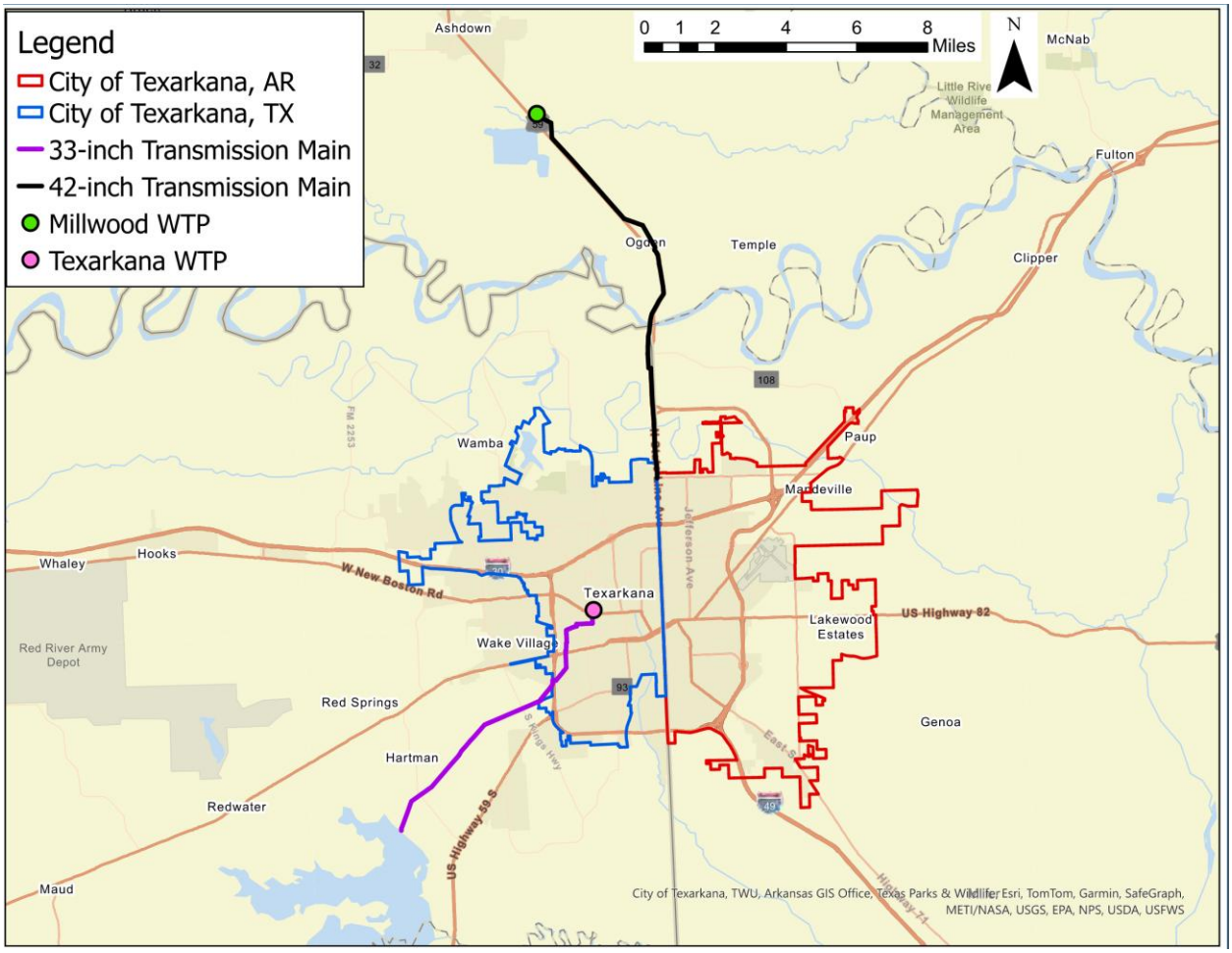


Figure 8-1. Location of the Transmission Mains and Water Treatment Plants

System Integrity of Water Treatment Plants

Trigger 3: When high service pumps at either the Wright Patman or Millwood Water Treatment Plant are out of service and treated water demand is 18 MGD or greater.

Rationale:

a. High service pumps are critical for delivering treated water from each plant into the distribution system. These pumps may become inoperable due to mechanical failure or power outages.

Supply Source Contamination

Trigger 4: When contamination renders either source reservoir unusable and treated water demand is 18 MGD or greater.

Rationale:

a. TWU relies on two primary source reservoirs: Wright Patman Reservoir, which supplies the Wright Patman Water Treatment Plant, and Millwood Reservoir, which supplies the Millwood Water Treatment Plant. In the event of contamination, TWU will shut down the affected low service pumps at the corresponding water treatment plant until the source of contamination is eliminated.

8.2.2 Criteria for Drought Stage Initiation and Termination

The drought triggers described in Section 8.2.1 are summarized in Table 8-1, and the criteria for initiating and terminating drought response stages are summarized in Table 8-2 and Table 8-3, respectively. These criteria are based on the number of active triggers at any given time. As system conditions worsen, additional triggers may become active, resulting in escalation to higher drought stages. Conversely, as conditions improve and fewer triggers are active, the drought stage will be downgraded accordingly.

Table 8-1. List of Drought Stage Triggers

Trigger Number	Trigger Descriptions
1	**Wright Patman Reservoir Level** When the water surface elevation of Wright Patman Reservoir reaches 220.60 feet and is declining.
2	**System Integrity of Water Supply Mains** When raw water supply from Wright Patman Reservoir is unavailable due to low service pump failure, a break in the raw water transmission main, or a break in the Millwood transmission main, and treated water demand is 18 million gallons per day (MGD) or greater.
3	**System Integrity of Water Treatment Plants** When high service pumps at either the Wright Patman or Millwood Water Treatment Plant are out of service and treated water demand is 18 MGD or greater.
4	**Supply Source Contamination** When contamination renders either source reservoir unusable and treated water demand is 18 MGD or greater.

Table 8-2. Drought Stage Initiation Criteria

Stage	Initiation
1	When any one trigger occurs
2	When any two triggers occur
3	When any three triggers occur
4	When TWU is unable to produce or provide treated water from both the Wright Patman and Millwood Water Treatment Plants simultaneously

Table 8-3. Drought Stage Termination Criteria

Stage	Termination
1	When no triggers are active
2	When only one trigger is active (Stage 1 conditions apply)
3	When only two triggers are active (Stage 2 conditions apply)
4	When either the Wright Patman or Millwood Water Treatment Plant is capable of supplying treated water to the distribution system

8.3 DROUGHT AND EMERGENCY RESPONSE STAGES

Sections 8.3.1 through 8.3.4 present the water use reduction goals and the corresponding measures for each drought response stage.

8.3.1 Stage 1, Mild Water Shortage Conditions

The goal for water use reduction under Stage 1 (Mild Water Shortage) is to achieve a voluntary reduction (with a 5% to 10% goal) in water demand through customer awareness and the promotion of efficient water use practices.

- Supply Management Measures taken by TWU
    - Review the problems that caused the initiation of Stage 1;
    - Increase public education efforts on methods to reduce water use;
    - Inform customers of drought conditions through appropriate communication methods, including mail and telephone;
    - Advise customers of the specific conditions contributing to the water shortage and encourage implementation of their individual conservation measures;
    - Notify wholesale customers by certified letter and request that they inform their customers of the mild water shortage and implement their own drought contingency measures; and
    - Reserve the right to curtail water deliveries to wholesale customers on a pro rata basis in accordance with Texas Water Code §11.039.
- Voluntary Water Use Restrictions
    - Request that customers voluntarily reduce outdoor water use for non-essential purposes, such as car washing and filling of swimming pools, through public outreach efforts including newspapers, television, and radio.
    - Advise wholesale and retail customers to voluntarily implement lawn irrigation restrictions limited to **two days** per week:
        - Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.
        - Irrigation of landscaped areas shall be limited to **Sundays** and **Thursdays** for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and **Saturdays** and **Wednesdays** for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9).

8.3.2 Stage 2, Moderate Water Shortage Conditions

The goal for water use reduction under Stage 2 (Moderate Water Shortage) is to achieve a thirty percent (30%) mandatory reduction in non-essential water use.

- Supply Management Measures taken by TWU:
    - Review the problems that caused the initiation of Stage 2;
    - Enhance public education efforts and increase enforcement activities, including water use patrols;
    - Request its wholesale customers to prohibit such other non-essential outdoor uses, such as car washing, filling of swimming pools;
    - Notify wholesale customers by certified letter and request that they inform their customers of the moderate water shortage and implement their own drought

contingency plans; and
- Reserve the right to curtail water deliveries to wholesale customers on a pro rata basis in accordance with Texas Water Code §11.039.

- Mandatory Water Use Restrictions (Notify TCEQ):
  - Require wholesale and retail customers to implement lawn irrigation restrictions limited to **one day** per week, communicated through public outreach efforts including newspapers, television, and radio:
    - Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.
    - Irrigation of landscaped areas shall be limited to **Thursdays** for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and **Wednesdays** for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9).
  - Request that customers eliminate outdoor water use for non-essential purposes, such as car washing and filling of swimming pools, through public outreach efforts including newspapers, television, and radio.

8.3.3 Stage 3, Severe Water Shortage Conditions

The goal for water use reduction under Stage 3 (Severe Water Shortage) is to achieve a forty percent (40%) mandatory reduction in non-essential outdoor water use and a thirty percent (30%) reduction in total water use.

- Supply Management Measures taken by TWU
  - Review the problems that caused the initiation of Stage 3;
  - Reduce water system pressure where feasible and optimize flushing frequency and duration;
  - Increase auditing and monitoring of system water loss;
  - Enhance public education efforts and increase enforcement activities, including water use patrols;
  - Notify wholesale customers by certified letter and request that they inform their customers of the severe water shortage and implement their own drought contingency plans; and
  - Reserve the right to curtail water deliveries to wholesale customers on a pro rata basis in accordance with Texas Water Code §11.039.

- Mandatory Water Use Restrictions (Notify TCEQ)
  - Prohibit the use of any water for any outdoor activity or irrigation;
  - Prohibit the use of potable water for construction activities and dust control;
  - Prohibit the installation of single-pass cooling systems;
  - Encourage the use of water-efficient equipment, fixtures, and cooling systems;
  - Repair detectable leaks within 48 hours;
  - At TWU's discretion, participate in water use surveys to assess demand among high-volume users across various customer categories, depending on demand reduction response; and

- If the restrictions of this stage of the plan cause undue hardship on a customer, the customer may request a variance from one of the City Councils depending on the applicant's home address. These requests will be considered on a case-by-case basis.

8.3.4 Stage 4, Emergency Water Shortage Conditions

The goal for water use reduction under Stage 4 (Emergency Water Shortage) is to reduce daily total water use (including retail and wholesale demand) to 8.65 MGD.

- Supply Management Measures taken by TWU:
  - Review the problems that caused the initiation of Stage 4;
  - Continue or initiate any actions available under Stage 2 and Stage 3;
  - Further accelerate public education efforts on ways to reduce water use;
  - Reduce or discontinue flushing water mains;
  - Use an alternative supply source(s) as needed;
  - Contact TWU's wholesale customers by telephone and request that the wholesale customer notify its customers of the emergency water shortage and implement their drought contingency plans; and
  - Reserve the right to curtail water deliveries to wholesale customers on a pro rata basis in accordance with Texas Water Code §11.039.
- Mandatory Water Use Restrictions (Notify TCEQ):
  - Request customers only use water for sanitary purposes communicated through public outreach efforts including newspapers, television, and radio; and
    If the restrictions of this stage of the plan cause undue hardship on a customer, the customer may request a variance from one of the City Councils depending on the applicant's home address. These requests will be considered on a case-by-case basis.

9 ALTERNATIVE WATER SOURCES

Potential alternative water sources available to TWU are described below:

- **Water Demand Reduction During Emergencies**: The average daily demand for the Cities and its wholesale customers is 15 MGD. During emergency conditions, TWU will implement its Water Conservation Plan to reduce demand and extend available supplies.
- **Emergency Water Shipments:** TWU may request emergency delivery of potable water through coordination with the Texas National Guard, as well as Army and Marine Corps Reserve units.
- **Emergency Raw Water Sources:** TWU currently relies on its two primary raw water sources: Wright Patman Reservoir, located in northeast Texas within the Sulphur River Basin, and Millwood Reservoir, located in southwest Arkansas within the Little River Basin. Historically, Bringle Lake served as the primary raw water source prior to the construction of Wright Patman Reservoir, and the Red River has been utilized as an emergency source. However, the pumping infrastructure that supported these sources is no longer in place.
- **Alternative Treatment and Storage:** In the event that both TWU water treatment plants are out of service for an extended period, TWU may be able to establish an emergency interconnection with the Domtar paper mill water treatment facility in Ashdown, Arkansas. This facility is located approximately two (2) miles from the Millwood Water Treatment Plant and has substantial treatment capacity.

- **Regional Aid Agreements (Interconnections):** TWU does not currently maintain formal regional interconnections or mutual aid agreements with neighboring water utilities due to geographic constraints.

10 WHOLESALE WATER CONTRACT PROVISIONS

Every wholesale water contract, (treated and untreated water) entered into or renewed after the adoption of this Plan, including any contract extensions, will contain language notifying parties to the contract, that in a case of shortage of water resulting from a drought, the water to be distributed shall be divided in accordance with Texas Water Code Section 11.039.

11 WATER RATIONING

In the event that water shortage conditions threaten public health, safety, and welfare, the City Managers are hereby authorized to ration water according to the following water allocation plan:

Single-family residential customers

The allocation to residential water customers residing in a single-family dwelling shall be as follows:

Persons per Household	Gallons per Month
1 or 2	6,000
3 or 4	7,000
5 or 6	8,000
7 or 8	9,000
9 or 10	10,000
11 or more	12,000

"Household" means the residential premises served by the customer's meter. "Persons per household" includes only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It shall be assumed that a particular customer's household is comprised of two (2) persons unless the customer notifies the city of a greater number of persons per household on a form prescribed by the City Managers. The City Managers shall give their best effort to see that such forms are mailed, otherwise provided, or made available to every residential customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the city offices to complete and sign the form claiming more than two (2) persons per household. New customers may claim more persons per household at the time of applying for water service on the form prescribed by the City Manager. When the number of persons per household increases so as to place the customer in a different allocation category, the customer may notify TWU on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer shall notify TWU in writing within two (2) days. In prescribing the method for claiming more than two (2) persons per household, the City Managers shall adopt methods to ensure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify TWU of a reduction in the number of persons in a household shall be fined not less than $100.00.

Residential water customers shall pay the following surcharges:

- $15.00 for the first 1,000 gallons over allocation.
- $20.00 for the second 1,000 gallons over allocation.
- $25.00 for the third 1,000 gallons over allocation.

- $30.00 for each additional 1,000 gallons over allocation.
  - ❖ *Surcharges shall be cumulative.*

Master-metered multifamily residential customers.

The allocation to a customer billed from a master meter that jointly measures water to multiple permanent residential dwelling units (e.g., apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. It shall be assumed that such a customer's meter serves two dwelling units unless the customer notifies the city of a greater number on a form prescribed by the City Managers. The City Managers shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the TWU office to complete and sign the form claiming more than two (2) dwellings. A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the City Managers. If the number of dwelling units served by a master meter is reduced, the customer shall notify TWU in writing within two (2) days. In prescribing the method for claiming more than two (2) dwelling units, the City Managers shall adopt methods to ensure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of dwelling units served by a master meter or fails to timely notify TWU of a reduction in the number of persons in a household shall be fined not less than $100.00. Customers billed from a master meter under this provision shall pay the following monthly surcharges:

- $15.00 for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.
- $20.00, thereafter, for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.
- $25.00, thereafter, for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.
- $30.00, thereafter, for each additional 1,000 gallons over allocation for each dwelling unit.
  - ❖ *Surcharges shall be cumulative.*

Commercial or industrial customers.

A monthly water allocation shall be established by the City Managers, or their designees, for each nonresidential commercial customer other than an industrial customer who uses water for processing purposes. The non-residential customer's allocation shall be approximately 75% percent of the customer's usage for corresponding month's billing period for the previous 12 months. If the customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. The City Managers shall give their best efforts to see that notice of each non-residential customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact TWU to determine the allocation. Upon request of the customer or at the initiative of the City Managers, the allocation may be reduced or increased if, (1) the designated period does not accurately reflect the customer's normal water usage, (2) one nonresidential customer agrees to transfer part of its allocation to another nonresidential customer, or (3) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the City Managers. Nonresidential commercial customers shall pay the following surcharges:

- $20.00 per thousand gallons for the first 1,000 gallons over allocation.

- $50.00 per thousand gallons for the second 1,000 gallons over allocation.
- $80.00 per thousand gallons for the third 1,000 gallons over allocation.
- $100.00 per thousand gallons for each additional 1,000 gallons over allocation.
    - ❖ *The surcharges shall be cumulative. As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation*.

12 ENFORCEMENT

This section outlines the violations and penalties associated with the Drought Contingency Plan.

- No person shall knowingly or intentionally allow the use of water from the TWU for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by City Managers, or their designees, in accordance with provisions of this Plan.
- Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than 50 dollars ($50) and not more than 100 dollars ($100). Each day that one or more of the provisions in this Plan are violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the City Managers shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at $100, and any other costs incurred by the TWU in discontinuing service. In addition, suitable assurance must be given to the City Managers that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.
- Any person, including a person classified as a water customer of the TWU, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.
- Any employee of the TWU, police officer, or other employee designated by the City Managers, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the municipal court on the date shown on the citation for which the date shall not be less than 3 days nor more than 5 days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged

violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in municipal court before all other cases.

13 VARIANCES

This section outlines the variance associated with the Drought Contingency Plan.

- The City Managers, or their designees, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:
    - Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other conditions for which the plan is in effect.
    - Alternative methods can be implemented which will achieve the same level of reduction in water use.
- Persons requesting an exemption from the provisions of this article shall file a petition for variance with TWU within 5 days after the plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City Managers, or their designees, and shall include the following:
    - Name and address of the petitioner(s).
    - Purpose of water use.
    - Specific provision(s) of the plan from which the petitioner is requesting relief.
    - Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this article.
    - Description of the relief requested.
    - Period of time for which the variance is sought.
    - Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and the compliance date.
    - Other pertinent information.
- Variances granted by the Cities shall be subject to the following conditions, unless waived or modified by the City Managers or their designees:
    - Variances granted shall include a timetable for compliance.
    - Variances granted shall expire when the plan is no longer in effect, unless the petitioner has failed to meet specified requirements.
    - No variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance.

14 REVIEW AND UPDATE OF DROUGHT CONTINGENCY PLAN

As required by TCEQ regulations, the Cities of Texarkana, Arkansas, and Texarkana, Texas, reviewed and adopted this Drought Contingency Plan on July 6, 2026, and July 13, 2026, respectively. [Pending Adoption.] The plan will continue to be reviewed and updated at least every five years thereafter in coordination with the Northeast Texas Regional Water Planning Group planning cycle. The plan will be updated as appropriate based on new or updated information. As the plan is reviewed and subsequently updated, a copy of the revised drought contingency plan will be kept on file at the Texarkana Public Library and submitted to the Northeast Texas Regional Water Planning Group for their records.

APPENDIX C

Adoption Ordinances for the 2026 Water Conservation Plan and Drought Contingency Plan [Pending]

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City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☐	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☐	Foster Proactive Communication to the Community
	☐	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☒	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture

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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☒	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			

City of Texarkana, Texas

VI.2

Briefing Sheet

Department: Parks **Action Officer:** Keith Beason, Parks Director

Subject: Resolution No. 2026-104 approving a sponsorship agreement with Ritter Communications for naming rights associated with the concessions building and courtyard area at Swanger Complex as the “Right Fiber Fan Zone.”

Briefing: 6/8/2026 **Public Hearing:** **Council Vote:**

Item Schedule:

Updates/History of Briefing:

Sponsorships were agreed to before the completion of Swanger Sports Complex for all reconstructed fields. The remaining sponsorship for the facility is the reconstructed center of the complex. This area includes the concessions and restroom facility and a courtyard with flag poles and areas to enjoy their meals from concessions. This has been discussed with Ritter Communications as an opportunity to support this project, and this addresses a need which is internet access at the complex for ticket booth operations, concession operations and live streaming games.

Executive Summary and Background Information:

This agreement authorizes an in-kind sponsorship between the City of Texarkana, Texas and Ritter Communications for infrastructure improvements at Swanger Sports Complex. In lieu or a cash payment, Ritter Communications, through their fiber brand Right Fiber, will install and maintain dedicated gigabit fiber internet service and wireless access points at no cost to the City fo the full ten-year term. In exchange, the City will designate and brand the concession and bathroom building, and courtyard area as the "Right Fiber Fan Zone."

Potential Options:

Approve
Deny

Fiscal Implications:

Non applicable as all services will be in kind.

Staff Recommendation:

Approve

Advisory Board/Committee Review:

N/A

Board/Committee Recommendation:

N/A

Advisory Board/Committee Meeting Date and Minutes:

N/A

RESOLUTION NO. 2026-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING A SPONSORSHIP AGREEMENT WITH RITTER COMMUNICATIONS FOR SPONSORSHIP OF THE CONCESSION AND RESTROOM BUILDING AT SWANGER SPORTS COMPLEX, FOR INKIND SERVICES OF INSTALLING AND PROVIDING FIBER INTERNET TO THE COMPLEX; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas has discussed a sponsorship agreement for the Concession/Restroom facility and courtyard area at Swanger Sports Complex with Ritter Communication; and

WHEREAS, Ritter Communications desires to support the City by providing in-kind sponsorship services, including the installation and maintenance of dedicated fiber internet service and wireless access points at Swanger Sports Complex and Dobson Field, both located at Spring Lake Park; and

WHEREAS, the City desires to enhance the experience of visitors, staff and event coordinators alike with the connectivity made possible by this sponsorship; and

WHEREAS, in consideration of the mentioned in-kind services, the City agrees to designate and recognize the sponsored area as the "Right Fiber Fan Zone" and to display Ritter Communications' branding in a manner approved by both parties; and

WHEREAS, a rendering of the signage that will be displayed at the entrance of this area is included with the agreement which is attached as **Exhibit "A".**

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

SECTION 1: The City Council of the City of Texarkana, Texas approves the sponsorship agreement for the concessions/restroom building and courtyard area of Swanger Sports Complex.

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 **13th day of July, 2026**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR



Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is made and entered into to be effective as of July 13, 2026 ("Effective Date"), by and between the **City of Texarkana, Texas** (“City”), and **Ritter Communications** (“Sponsor”).

Recitals

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

WHEREAS, Sponsor desires to support the City by sponsoring the "Right Fiber Fan Zone" and providing dedicated fiber internet services in accordance with the terms set forth herein;

WHEREAS, this Agreement is authorized pursuant to City Council Resolution No. 2026-104.

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

1. Sponsorship Details

1.1 Sponsorship Fee & Services: In lieu of a cash fee, Sponsor agrees to provide the following "In-Kind" sponsorship services:

- Installation of 1 Gig dedicated fiber to 4303 North Park Road.
- Fiber service shall terminate in the Swanger equipment closet.
- Installation and maintenance of two (2) access points extending wireless coverage to Dobson Field.

- Provision of 1 Gig dedicated fiber service at no cost to the City for the duration of the for a **ten (10) year term**.

1.2 Sponsor Recognition:

- The designated area shall be recognized as the "Right Fiber Fan Zone".
- In consideration of the services provided, City shall add Sponsor's name and logo (specifically "Right Fiber," the fiber branch of Ritter Communications) to the designated Fan Zone area as mutually agreed.
- City shall continue to maintain and prominently display standalone signage recognizing any Honoree previously authorized by the City Council at the site.

1.3 City Ownership: Nothing in this Agreement shall be construed to grant Sponsor any ownership interest in any City property. Title to physical improvements (cabling, hardware, etc.) made or funded by the Sponsor shall be owned by the City upon installation.

2. Use of Infrastructure

The City intends to utilize the fiber service to enhance the experience at the Swanger Sports Complex and Dobson Field for patrons and staff.

3. Term

3.1 This Agreement shall be in effect for a period of ten (10) years commencing on the Effective Date, unless terminated earlier in accordance with Section

3.2 No later than three (3) months prior to expiration, Sponsor may request to continue the sponsorship. City reserves the right to renegotiate terms consistent with then-applicable costs.

4. Sponsor Obligations

4.1 Sponsor shall provide City with high-resolution logo files for "Right Fiber" within thirty (30) days of execution. All decisions concerning design and placement remain at the sole discretion of the City Manager.

4.2 Sponsor agrees to maintain the fiber connection and access points in good working order for the duration of the Term at no cost to the City.

4.3 Sponsor shall provide new branding/signage materials within thirty (30) days if existing materials deteriorate or undergo branding changes.

5. City Obligations

The City will ensure the timely installation of Sponsor's logo in the Right Fiber Fan Zone.

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6. Termination

6.1 This Agreement shall terminate for non-performance of service or pursuant to Section 8.7.

6.2 Sponsor may terminate without cause by providing ninety (90) days' written notice. In such event, the City shall have no obligation to compensate Sponsor for services already rendered.

7. Indemnification

Sponsor agrees to indemnify and hold harmless the City from any claims arising out of or related to the Sponsor's branding, signage, or the installation and operation of the fiber equipment.

8. General

8.1 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Texas. All obligations of the parties created by this Agreement are to be performed in Bowie County, Texas. Venue for any legal proceeding to enforce or interpret this Agreement will be in a court of competent jurisdiction in Bowie County, Texas. Any prevailing party in a suit to enforce or interpret this Agreement will be entitled to all reasonable attorney's fees and costs incurred.

8.2 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings. Modifications or amendments to this Agreement are valid only when made in a writing that is signed by all contracting parties. Oral statements purporting to modify or amend this Agreement are void and of no effect.

8.3 Waiver. The provisions of this Agreement may be waived only be means of a writing that is signed by all contracting parties. No delay or omission by either party to exercise any remedy or right accruing on default impairs any remedy or right under this Agreement. An express, written waiver by either party of any breach of any provision of this Agreement by the other party may not be deemed to be a waiver of the breach of any other provision or of any subsequent breach of the waived provision.

8.4 Parties Bound; Prohibition on Assignment. This Agreement is binding on, and insures to benefit of the contracting parties and their respective heirs, successors, and legal representatives; provided, however, that Sponsor shall neither assign this Agreement nor any of Sponsor's rights under this Agreement, and any purported assignment of this Agreement to any other person or entity shall be void.

8.5 Force Majeure Event. In this Agreement, "Force Majeure Event" means an event, circumstance, or act that is beyond a party's reasonable control, such as an act of God,

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an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, pandemics, embargoes, war, riots, ransomware or cyber events, loss of electrical service, or any other similar cause. Neither City nor Sponsor will be liable for its non-performance or delayed performance if a Force Majeure Event makes a party's performance impossible or delays performance. A party that becomes aware of a Force Majeure Event that will either delay performance or make performance impossible will notify the other party promptly of such Force Majeure Event. If a Force Majeure Event occurs, City and Sponsor may agree upon an addendum to this Agreement to extend affected performance for a reasonable time period; and absent agreement, this Agreement shall terminate as of the date of the notice of the Force Majeure Event.

8.6 Construction and Interpretation. This Agreement has been prepared jointly and has been the subject of arm's length and careful negotiation. Each party has been given the opportunity to independently review this Agreement with legal counsel and other consultants, and each party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of its provisions. Accordingly, the drafting of this Agreement is not to be attributed to either party. Article or section headings are for reference purposes only and are not to affect the meaning or interpretation of this Agreement.

8.7 Notice: Any notices under this Agreement shall be sent to the following addresses:

If to City:	If to Sponsor:
City of Texarkana, Texas Attn: Parks and Recreation Director 220 Texas Boulevard Texarkana, Texas 75503 Email: keith.beason@texarkanatexas.gov	Ritter Communications Attn: 2400 Ritter Drive, Jonesboro, AR 72401 Email:

City of Texarkana, Texas

By: _____ Dated: _____, 2026
David W. Orr, City Manager

Sponsor -

By: _____ Dated: _____, 2026

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City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☒	Promote a Thriving Community through Innovation
	☒	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☒	Provide Leadership through Regional Partnership Opportunities
	☒	Foster Proactive Communication to the Community
	☒	Provide Courteous & Professional Customer Service
	☒	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☒	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☒	Maintain Fiscal Strength with Integrity
	☒	Maximize Accountability & Resource Utilization
	☒	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☒	Promote Teamwork through Cross Department Collaboration
	☒	Enhance Professionalism & Positive Work Culture
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/Workshop Session	☒	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☒	Website Notice (Through Marketing & Communications)
☒	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			

City of Texarkana, Texas

VI.3

Briefing Sheet

Department: Fire Department **Action Officer:** Chris Black, Fire Chief
Subject: Resolution No. 2026-112 approving two memoranda of agreement with Red River Army Depot for fire protection and emergency management services.
Briefing: **Public Hearing:** **Council Vote:** 7/13/2026

Item Schedule:
Consent Agenda

Updates/History of Briefing:

Executive Summary and Background Information:
This resolution, if approved, would authorize the City Manager to execute a Memorandum of Agreement (MOA) with Red River Army Depot for fire protection, and a separate MOA for emergency services.

Renewing these agreements between the City and RRAD occurs when a new commander takes over at the depot. The agreements state that the City will provide fire protection and emergency management services when requested by RRAD and RRAD will provide fire protection and emergency management services when requested by the City.

Potential Options:
Approve or decline to approve the resolution.

Fiscal Implications:
None

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

RESOLUTION NO. 2026-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING TWO MEMORANDA OF AGREEMENT WITH RED RIVER ARMY DEPOT TO PROVIDE FIRE AND EMERGENCY MANAGEMENT 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 (RRAD) has a facility outside the city limits of Texarkana, Texas; and

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

WHEREAS, the City Council finds and determines that the City and RRAD would benefit by entering into the memoranda of agreement attached hereto as **EXH 'A and EXH '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" with respect to the Texarkana, Texas, Fire Department attached hereto as **Exhibit "A"**, and the separate "Memorandum of Agreement" with respect to the Texarkana, Texas Emergency Management Office attached hereto as **Exhibit "B"**. The City Manager is hereby authorized to execute these memoranda of 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 **13th day of July, 2026.**

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

DEPARTMENT OF THE ARMY
U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND
RED RIVER ARMY DEPOT
100 JAMES CARLOW DRIVE
TEXARKANA, TX 75507-5000

REPLY TO
ATTENTION OF

MEMORANDUM OF AGREEMENT
Between
Red River Army Depot
And
Texarkana, Texas Fire Department

PUPPOSE: This agreement entered this **January 1, 2027,** between the Secretary of the Army acting according to Title 42 United States Code 1856a, Texarkana, Texas Fire Department 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, 2027,** and expires, subject to renewal, **December 31, 2028**

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) – 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.

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.

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

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 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.

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

Section IX. Points of Contact:

City of Texarkana, Texas
City Manager

(Date)

Fire Chief, Texarkana, Texas
Fire Department

(Date)

Glen E Stephenson
Fire Chief, F&ESD
Red River Army Depot, TX

(Date)

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Date: 2026.06.08 07:55:53 -05'00'

Nicholas F Seibert
Director, DES
Red River Army Depot, TX

(Date)

Christopher J. Masson
Colonel, US Army
Commanding

(Date)

DEPARTMENT OF THE ARMY
U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND
RED RIVER ARMY DEPOT
100 JAMES CARLOW DRIVE
TEXARKANA, TX 75507-5000

REPLY TO
ATTENTION OF

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

PURPOSE: This agreement entered this **January 1, 2027,** between the Secretary of the Army acting according to Title 42 United States Code 1856a, Texarkana, Texas, and Emergency Management Office secure 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, 2027,** and expires, subject to renewal, **December 31, 2028**

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.

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

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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.

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It is agreed that:

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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.

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.

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

Section IX. Points of Contact:

City of Texarkana, Texas
City Manager Office

(Date)

Fire Chief, Texarkana, Texas
Emergency Management

(Date)

Glen E Stephenson
Fire Chief, Acting
Red River Army Depot, TX

(Date)

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Nicholas F Seibert
Director, DES
Red River Army Depot, TX

(Date)

Christopher J. Masson
Colonel, US Army
Commanding

(Date)

City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☐	Provide a Safe & Welcoming Community through Leadership
	☐	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☐	Foster Proactive Communication to the Community
	☐	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☐	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☐	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture
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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☒	None Required	☐	
Other:			

City of Texarkana, Texas

VI.4

Briefing Sheet

Department: City Manager **Action Officer:**

Subject: Ordinance No. 2026-122 extending the Fiscal and Personnel Management Agreement with the Texarkana Urban Transportation Study (TUTS) Policy Advisory Board through June 30, 2027.

Briefing: **Public Hearing:** **Council Vote:** 7/13/2026

Item Schedule:

Updates/History of Briefing:

The City and TUTS (Texarkana Urban Transportation Study Policy Advisory Board), as the designated Metropolitan Planning Organization (MPO) for the Texarkana Metropolitan Planning Area, have minted a Fiscal and Personnel Management Agreement since 2022. This Agreement was most recently extended through December 30, 2026, by Ordinance No.2022-051. This item extends that Agreement for an additional six (6) months.

Executive Summary and Background Information:

The Texarkana Urban Transportation Study (TUTS), as the designated Metropolitan Planning Organization (MPO) for the Texarkana Metropolitan Planning Area (MPA), is responsible for performing transportation planning activities within the Texarkana Study Area Boundary. The Fiscal and Personnel Management Agreement between the MPO and the City establishes the City as the financial disbursing agent for all MPO funds received. The City, as one of eight parties to an interlocal agreement creating the MPO, has determined it is in the public interest to assist the MPO in securing and managing funds for transportation planning purposes in the local area.

The current Fiscal and Personnel Management Agreement between the MPO and the City is set to expire on December 30, 2026. This action extends the Agreement for an additional six (6) months, through June 30, 2027, or sooner by mutual agreement of both parties, to allow continued operation of the MPO while a longer-term renewal agreement is finalized.

Also attached are the approved minutes and Agenda from the June 2026 MPO Policy Board meeting. Agenda Item No.7 documents the Policy Board's discussion regarding the Fiscal and Personnel Management Agreement, including ongoing discussions between the City of Texarkana, Texas and the Ark-Tex Council of Governments concerning future fiscal management of the MPO. The minutes reflect a recommendation to extend the current agreement by six months to allow additional research and coordination before finalizing a long-term agreement.

Potential Options:

- Approve
- Deny

Fiscal Implications:

No additional cost to the City. The MPO reimburses the City for services rendered under this Agreement at the rates established in Article 4(K): $1,500.00 per month for fiscal management services, $500.00 per month for technology services, and $500.00 per month for office space — all paid from MPO funds.

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

Not Applicable

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable

ORDINANCE NO. 2026 –122

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE EXTENSION OF THE FISCAL AND PERSONNEL MANAGEMENT AGREEMENT WITH THE TEXARKANA URBAN TRANSPORTATION (TUTS) STUDY POLICY ADVISORY BOARD THROUGH JUNE 30, 2027; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Federal Statute 23 USC 134 and Federal Transit Act Section 5303 (MPO Planning), as amended by the Fixing America's Surface Transportation (FAST) Act, requires that Metropolitan Planning Organizations, in cooperation with the State, shall develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, Federal Statute 23 USC 104(f), as amended by the FAST Act, authorizes Metropolitan Planning funds and Federal Transit Act Section 5303 MPO Planning funds be made available to Metropolitan Planning Organizations (MPO) duly designated by the Governor of each state to support the urban transportation planning process; and

WHEREAS, the Governor of Texas and the Governor of Arkansas have designated TUTS as the MPO for the Texarkana Metropolitan Area; and

WHEREAS, the City of Texarkana, Texas, ("City") has been designated to act as the financial disbursing agent for all Texarkana Urban Transportation Study Policy Advisory Board ("TUTS") funds; and

WHEREAS, the City and TUTS desire to extend the Fiscal and Personnel Management Agreement for an additional six (6) months, a copy of which is attached hereto as **Exhibit "A"**; and

WHEREAS, the current Fiscal and Personnel Management Agreement between the City and TUTS is set to expire on December 30, 2026, and this extension will extend the Agreement through **June 30, 2027**, or sooner by mutual agreement of both parties.

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

SECTION 1: The City Manager be and is hereby authorized to sign and make changes to the extension of the Fiscal and Personnel Management Agreement between the City and the Texarkana Urban Transportation Study Policy Advisory Board (TUTS), extending the Agreement through **June 30, 2027**, subject to the MPO's approval, as set forth hereinabove, a copy of which is attached hereto as **Exhibit "A"**.

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

PASSED AND APPROVED in Regular Council Session on this the **13th day of July, 2026.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

ORDINANCE NO. 2022 – 051

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE FISCAL AND PERSONNEL MANAGEMENT AGREEMENT WITH THE TEXARKANA URBAN TRANSPORTATION (TUTS) STUDY POLICY ADVISORY BOARD; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Federal Statute 23 USC 134 and Federal Transit Act Section 5303 (MPO Planning), as amended by the Fixing America's Surface Transportation (FAST) Act, requires that Metropolitan Planning Organizations, in cooperation with the State, shall develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, Federal Statute 23 USC 104(f), as amended by FAST Act, authorizes Metropolitan Planning funds and Federal Transit Act Section 5303 MPO Planning funds be made available to Metropolitan Planning Organizations (MPO) duly designated by the Governor of each state to support the urban transportation planning process; and

WHEREAS, the Governor of Texas and the Governor of Arkansas have designated TUTS as the MPO for the Texarkana Metropolitan Area; and

WHEREAS, the City of Texarkana, Texas, ("City") has been designated to act as the financial disbursing agent for all Texarkana Urban Transportation Study Policy Advisory Board ("TUTS") funds; and

WHEREAS, the City and TUTS desire to extend the Fiscal and Personnel Management Agreement, a copy of which is attached hereto as **Exhibit "A"**; and

WHEREAS, the Fiscal and Personnel Management Agreement between the City and TUTS, will expire on December 30, 2026.

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

SECTION 1: The City Manager be and is hereby authorized to sign and make changes to the Fiscal and Personnel Management Agreement between the City, and the Texarkana Urban Transportation Study Policy Advisory Board (TUTS), subject to the MPO's approval, as set forth hereinabove and in the amendment of the Fiscal and Personnel Management Agreement, a copy of which is attached hereto as **Exhibit "A".**

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 July, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:31 p.m.

FISCAL AND PERSONNEL MANAGEMENT AGREEMENT

This agreement entered into, by and between the City of Texarkana, a political subdivision of the State of Texas, hereinafter referred to as the "CITY" and the Texarkana Urban Transportation Study Policy Board, hereinafter referred to as the "MPO", the designated Metropolitan Planning Organization for the Texarkana area, as authorized by 23 United States Code 134 (West Supp. 1992).

WITNESSETH

WHEREAS, 23 USC 134 and 49 USC Section 5303, as amended by the Infrastructure Investment and Jobs Act (IIJA) Pub. L. 117-58 (November 15, 2021), requires that Metropolitan Planning Organizations, in cooperation with State, shall develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, 23 USC 104, as amended by IIJA, authorizes Metropolitan Planning (PL) funds and Section 5303 funds be made available to Metropolitan Planning Organizations duly designated by the Governor of each State to support the urban transportation planning process; and

WHEREAS, the Governor of Texas and the Governor of Arkansas have designated the MPO as the Metropolitan Planning Organization for the Texarkana Metropolitan Area; and

WHEREAS, the MPO requests that the CITY act as the financial disbursing agent for MPO funds; and

WHEREAS, the CITY, as one of eight parties to an interlocal agreement creating the MPO, has determined it is in the public interest to assist the MPO in securing and managing funds for transportation planning purposes in the local area;

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE 1. PURPOSE. The purpose of this Agreement is to define the fiscal and personnel management roles and responsibilities between the MPO and the CITY.

ARTICLE 2. TERM. The term of this Agreement begins upon execution by both parties and ends ***December 30, 2026***, or sooner by mutual agreement of both parties.

ARTICLE 3. DESCRIPTION OF SERVICES. The CITY agrees to provide fiscal and personnel management assistance to the MPO by acting as the financial disbursing agent for the MPO funds.

ARTICLE 4. FISCAL MANAGEMENT AND DISBURSEMENT.

A. The CITY shall maintain one or more separate trust accounts under the supervision of the Chief Financial Officer (CFO). The CFO, in carrying out the requirements of this Agreement, is responsible only in the capacity of a trust officer for the funds involved. The CFO shall use generally accepted accounting procedures to satisfy their duties pursuant to this Agreement. The CITY shall pay all invoices on a timely basis on behalfof the MPO.

B. All warrants issued to the CITY or the MPO by the State of Texas, the State of Arkansas, federal, county, or local agencies for work performed by any agency or consultant under contract to MPO shall be properly endorsed and deposited in the trust account.

C. The MPO shall make contracts and commitments in its own name. (Ordinance No. 2021-019).

The MPO shall forward invoices and payment obligations to the CITY Finance Department for processing and payment. The budget for all activities on behalf of the MPO program will be set by the MPO.

D. The disbursement of funds to agencies or consultants under contract to the MPO will be made by the CITY in the amounts specified by the MPO, so long as the MPO budget has sufficient funds to accommodate all payment requests. The MPO, however, is fully responsible for all such contracts and releases the CITY from any liability which may arise as a result of the CITY performing any non-negligent task pursuant to this Agreement. The CITY is under no obligation to process payment requests unless sufficient funds for such purposes are present in the MPO budget.

E. The MPO hereby agrees to seek reimbursement from the State of Texas, State of Arkansas, City of Texarkana, Arkansas, any applicable federal, county, local agency, or any other entity required to reimburse funds expended by the MPO. The MPO staff shall prepare and submit all requests for reimbursement within thirty (30) days of receipt of a monthly accounting statement from the CITY. All reimbursements shall be transmitted to the CITY immediately upon their receipt. The MPO is solely responsible for the accuracy of the records of funds expended by the MPO and those agencies or consultants who contract with the MPO. Any unreimbursed balance will be determined after all end of year reporting based on the CITY fiscal year end (September 30) is complete, and all federal, state, and other reimbursements have been requested and received for September. Reimbursement is due within thirty (30) days.

F. The MPO assumes responsibility for the legal and proper expenditures of PL, 5303 AND 5307 monies received by the MPO. All monies are budgeted and expended according to the latest approved Unified Planning Work Program.

G. The CITY will provide the following support services to the MPO staff: public information services including graphics services; human resource services and purchasing/contract services.

The CITY will provide information technology services including a webpage hosted on the City's website editable by MPO staff. The MPO staff will follow CITY established Technology Use Policy. Failure to follow CITY policy will result in removal of MPO staff and computer equipment from CITY owned network. Information technology services will include:

- Microsoft 365 for Government Licensing
- Internet access and associated security protections
- Advanced Firewall Protections
- Intrusion Detection and Protection
- State mandated cyber security training
- Endpoint Detection and Response
- Enterprise Services which included
- File and Print services
- User authentication and identity management
- Management of externally hosted website
- GIS mapping services
- 8 hours of full spectrum IT and GIS support/services for hardware, software, and end users per month
- Any IT or GIS support above 8 hours monthly will be charged at the rate of $100 dollars per hour.
- Additional services may be provided by the CITY to the MPO if mutually agreed by the CITY and the MPO.

H. All employees hired by the MPO or through its staff, shall be considered CITY employees for the purposes of payroll disbursement, indemnification, and all fringe benefits, including retirement, medical and life insurance, vacations, sick leave, holidays, and any other benefit normally extended to CITY employees. Hiring and termination of MPO employees shall follow CITY established personnel policies and procedures, excepting that the MPO shall have final approval authority for both hiring and terminations. Additionally, the MPO shall establish the salary and salary range for each position it authorizes. The MPO shall be responsible for annual or more frequent personnel performance reviews and the decision as to whether performance or cost of living based salary increases are approved.

I. The CITY will provide office space to the MPO staff, including office support services (utilities, maintenance, and janitorial), as well as, access to internet, telephone, and data lines.

J. The CITY Finance Department is hereby authorized to make payment for the MPO personnel costs, to be reimbursed on a regular basis from MPO funds, as described in Article 4(E).

K. In consideration of services performed under this contract for Article 4(A) through 4(F), the MPO shall pay to the CITY the sum of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($1,500.00) per month, for as long as the Agreement is in force. The MPO shall pay all costs associated with the MPO employees as described in Article 4(H). In consideration of services performed under this contract for Article 4(G), the MPO shall pay to the CITY the sum of FIVE HUNDRED AND NO/100 DOLLARS ($500.00) per month for as long as the Agreement is in force. In consideration of office space and services performed under this contract for Article 4(I), the MPO shall pay to the CITY the sum of FIVE HUNDRED AND NO/100 DOLLARS ($500.00) per month for as long as the Agreement is in force.

L. The amounts paid to CITY in this Article 4 (K) are exclusive of, and shall not be construed as, reimbursements of expenses payable to CITY under Article 4 (E).

ARTICLE 5. AMENDMENT/TERMINATION. This agreement may be amended or terminated in whole or in part by either party hereto whenever such amendment or termination is found to be in the best interest of either party. Amendment or termination shall be affected by the conveyance of a written notification thereof to the other party at least sixty (60) days in advance of the effective date of the amendment or termination. All notices pursuant to this Agreement shall be deemed given when, either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to CITY: City Manager
220 Texas Blvd.
Texarkana, TX 75501

If to MPO: Texarkana Metropolitan Planning Organization Policy Board
220 Texas Blvd
Texarkana, TX 75501

ARTICLE 6. NON-DISCRIMINATION. It is mutually agreed that all parties hereto shall be bound by the provisions of title 49, Code of Federal Regulations (CFR), Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964, title 23, C F R , Part 710.405(b), and Executive Order (EO) 11246 titled "Equal Employment Opportunity" as amended by EO 11375 and as supplemented in

Department of Labor Regulations (41 CFR Part 60).

ARTICLE 7. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Texas and all obligations hereunder of the parties are performable in Bowie County, Texas.

ARTICLE 8. NON-ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives' successors and assigns. Neither the CITY nor the MPO shall assign or sublet any duty of this Agreement, excepting those already identified herein, without the written consent of the other.

ARTICLE 9. SEVERABILITY. Should any provisions of this Agreement for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

ARTICLE 10. ENTIRETY OF AGREEMENT. This is the entire Agreement between the parties and no modification of this Agreement shall be of any force or effect, unless it is in writing signed by both parties. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE CITY OF TEXARKANA, TEXAS HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY OF TEXARKANA, TEXAS CITY COUNCIL

Approved to be effective on the date of the last party to sign.

CITY OF TEXARKANA, TEXAS

BY _____

DATE 7/12/22

TEXARKANA METROPOLITAN PLANNING ORGANIZATION (MPO) POLICY BOARD

BY _____

DATE 7/15/22

TEXARKANA METROPOLITAN PLANNING ORGANIZATION

RESOLUTION # 19-2022

A RESOLUTION BY THE POLICY BOARD OF THE TEXARKANA METROPOLITAN PLANNING ORGANIZATION (MPO) ADOPTING THE FISCAL AND PERSONNEL MANAGEMENT AGREEMENT.

WHEREAS, the Texarkana Urban Transportation Study, as the designated Metropolitan Planning Organization (MPO) for the Texarkana Metropolitan Planning Area (MPA), is responsible for performing transportation planning activities within the Texarkana Study Area Boundary; and

WHEREAS, the current Fiscal and Personnel Management Agreement between the Texarkana Metropolitan Planning Organization, hereinafter referred to as the "MPO" and the City of Texarkana, Texas, hereinafter referred to as the "City", will expires on June 30, 2022; and

WHEREAS, the Fiscal and Personnel Management Agreement between the MPO and the City establishes the City as the financial disbursing agent of all TUTS funds received by the MPO; and

WHEREAS, the City, as one of eight parties to an interlocal agreement creating TUTS, has determined it is in the public interest to assist MPO in securing and managing funds for transportation planning purposes in the local area.

NOW, THEREFORE, BE IT RESOLVED by the Policy Board of the Texarkana MPO that:

SECTION 1: the Fiscal and Personnel Management Agreement is hereby adopted; and

SECTION 2: the Chair of the Texarkana MPO is hereby authorized to sign the new Fiscal and Personnel Management Agreement on behalf of the Policy Board; and

SECTION 3: the Study Director of the Texarkana MPO is hereby authorized to transmit the signed Fiscal and Personnel management Agreement to the City of Texarkana, Texas and TXDOT for execution along with Resolution #19-2022.

ADOPTED in Regular Session on the 22nd day of June 2022.

Tom Whitten, Bowie County Commissioner
Policy Board Chairman
Texarkana MPO

I hereby certify the above is a true copy of Resolution #19-2022: Fiscal and Personnel Management Agreement. This resolution was:

Motioned by: Mary Hart, Councilmember, City of Texarkana, TX
Seconded by: Sunny Farmahan, ARDOT
Resolution #19 passed unanimously in regular session on June 22, 2022.

for Rea Donna Jones, Director
Texarkana MPO

Texarkana Metropolitan Planning Organization

Cities of Texarkana, AR ◆ Texarkana, TX ◆ Wake Village, TX ◆ Nash, TX
Miller County, AR ◆ Bowie County, TX

Date: Thursday, June 18, 2026
Time: 10:00 AM
Location: ATCOG, 4808 Elizabeth Street, Texarkana, TX

POLICY BOARD AGENDA

1. Call to order – Quorum Determination
2. Public comment. (Limited to 3 minutes).
3. Consider approval of minutes from May 14, 2026.
   Action required: Vote to adopt minutes
4. Consider approval of Resolution #5 FY2026-2027 UPWP - Arkansas portion Amendment #1.
   Action required: Vote to approve Resolution #5
5. Consider approval of Resolution #6 FY2026-2027 UPWP - Texas portion Amendment #1.
   Action required: Vote to approve Resolution #6
6. Review of the MPO budget for FY2027.
7. Remarks and/or items of interest from the MPO Director and/or PB Member(s).
   · *Review new TXDOT contract and Bylaws, to be discussed at next meeting in August.*
8. Adjournment.

This open meeting of a governmental entity is subject to the Texas Open Meetings Act (Chapter 551, government Code). The MPO Policy Board reserves the right to convene into closed session on any agenda item or issue should the need arise and if applicable pursuant to authorization by the Texas Open Meetings Act (Title 5, Chapter 551 of the Texas Government Code). This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 2 days prior to the meeting. If these services are needed, please call 903-798-3927, Personnel or (TDD) 1. 800.RELAY. TX (1.800.735.2989). Public notice of public involvement activities and time established for public review and comments will satisfy the Program of Projects (POP) requirements.

Texarkana Metropolitan Planning Organization
220 Texas Boulevard, Texarkana, Texas

POLICY BOARD MINUTES

Date: ***Thursday, May 14, 2026***
Time: ***10:00 AM***
Location: ***Ark-Tex Council of Governments (ATCOG), 4808 Elizabeth Street, Texarkana, TX***

ATTENDANCE

Voting Members:

- Tommy Bruce, TXDOT
- Bob Bruggeman, Chair, City of Texarkana, TX
- Robert Bunch, City of Nash, TX
- Mike Burke, City of Wake Village, TX
- William Cheatham, ARDOT
- Laney Harris, City of Texarkana, AR
- Mary Hart, City of Texarkana, TX
- Katie Martin, TXDOT
- David Orr, City of Texarkana, TX
- Tyler Richards, City of Texarkana, AR
- Mary Beth Rudel, ATCOG
- Tom Whitten, Bowie County

MPO Staff:

- Rea Donna Jones, Director
- Jo Anne Gray, Planner
- James Williams, Administrative Coordinator

Agenda Item #1 – Call to Order.
Chair Bob Bruggeman called the meeting to order. Roll call was taken. Quorum established

Agenda Item #2 – Public Comment.
No members of the public were present.

Agenda Item #3 - Consider adoption of minutes from April 16, 2026
Minutes were approved with no changes.

Agenda Item #4 – Consider approval of the Texas FY2027-2030 Transportation Improvement Program (TIP).
Ms. Jones explained that all projects in the Texas portion are part of TxDOT group projects and are not listed individually. Ms. Martin noticed a few typographical errors to be fixed.

Ms. Rudel moved to approve Resolution #4- Texas FY2027-30 Transportation Improvement Program (TIP) with type corrections. Mr. Bunch seconded. Motion passed unanimously.

Agenda Item #5 – Review of MPO budget.

Ms. Jones presented an updated preliminary detailed budget for planning for fiscal agent. She also advised that the previously approved FY2026 budget was modified to include funds from the SS4A grant. She emphasized that the MPO has significant carryover from previous years. Mr. Harris asked about how the Texas DOT funding was allocated between salaries, operations and other costs. Ms. Jones explained that changes to the Texas process, specifically moving all salaries to Task 1, required allocating more funds to Task 1.

Mr. Orr explained that the budget under discussion is for the fiscal agent to plan.

No action was taken.

Agenda Item #6 – Review SS4A Interlocal Agreement.

Ms. Jones explained that the local match requirements for the SS4A necessitate the constituent organizations to sign agreements for the allocations.

Mr. Bunch asked when will these agreements will need to be approved. Jones replied that the agreements will need to be in place before the end of the grant which is expected in 2028. Letters to the organizations will be forthcoming.

Agenda Item #7 – Discussion of Fiscal Agreement.

Ms. Jones advised the current agreement expires in September 2026. Mr. Orr explained that the discussion between the current fiscal agent, Texarkana, Texas, and the prospective new agent, the Ark-Tex Council of Governments (ATCOG), is ongoing. Major points of discussion include transfer of retirement benefits between entities and organizational structure. Mr. Orr said the discussion includes determining whether the MPO should become a part of ATCOG or remain as a fiscal agent agreement.

Mr. Orr proposed that the current agreement be extended for 6 months to allow more research concerning the move with a goal of finalizing the new agreement by March 2027. Ms. Rudel confirmed that the ATCOG is willing to accept the MPO as a part of the organization and is researching such arrangements elsewhere.

Mr. Orr emphasized that the Policy Board's role will remain unchanged.

After discussion of the MPO's history and future needs, the board consensus was to plan to extend the current agreement as recommended by Mr. Orr.

Agenda Item #8 – Review proposed amendments to the Unified Planning Work Program (UPWP).

Ms. Jones advised that the UPWP was being modified to include the SS4A grant funding and to move unused funds from 2026 to 2027 and to account for necessary work on the

Travel Demand Model and updates to the MTP. She advised that the proposed changes will be opened to public comment and review and will need to be approved by the board at the June meeting.

Agenda Item #9 - Discussion of policy board attendance.
Ms. Jones advised that the By-laws require members to attend at least 50% of meetings. She shared current attendance data. Board members discussed challenges to attendance and ideas to ensure a quorum. Ms. Jones said that meeting quarterly instead of bimonthly might make attendance easier. Mr. Bruggeman reminded members that they can send a proxy.

No vote was taken.

Agenda Item #10 - Remarks and/or items of interest from the MPO Director and/or PB Member(s).
Ms. Jones asked for the entities to identify employees who can serve on the scoring committee to select the consultant for the Resiliency Plan from among the 8 submitted proposals as part of the RFP. Members identified

Agenda Item #11 – Adjournment.
Meeting was adjourned at 11:13 a.m.

_____ _____

Bob Bruggeman, Mayor – Texarkana, TX
Chair, Texarkana MPO

Rea Donna Jones, Director
Texarkana MPO

Date: _____

Date _____

FY 2026 (-2027) UNIFIED PLANNING WORK PROGRAM – AMENDMENT ONE ARKANSAS PORTION

TEXARKANA METROPOLITAN PLANNING ORGANIZATION

RESOLUTION # 5-2026

A RESOLUTION BY THE POLICY BOARD OF THE TEXARKANA METROPOLITAN PLANNING ORGAINZATION (MPO) ADOPTING THE FY 2026-2027 UNIFIED PLANNING WORK PROGRAM (UPWP) AMENDMENT ONE FOR THE TEXARKANA METROPOLITAN STUDY AREA.

WHEREAS, UPWP for the Texarkana Metropolitan Planning Organization (MPO) for the Texarkana urbanized area and the surrounding planning boundary, is a requirement for receiving federal and state planning assistance; and

WHEREAS, the Texarkana MPO is responsible for preparing and submitting the FY 2026-2027 Unified Planning Work Program (UPWP) Amendment #1 to Arkansas Department of Transportation (ARDOT), and

WHEREAS, the Texarkana MPO Technical Committee recommended adoption and submission of the FY 2026-2027 UPWP to Texas Department of Transportation (TXDOT).

NOW, THEREFORE, BE IT RESOLVED BY THE POLICY BOARD OF THE TEXARKANA URBAN TRANSPORTATION STUDY THAT AMENDMENT ONE TO THE FY2026-2027 UNIFIED PLANNING WORK PROGRAM IS ADOPTED AND:

SECTION 1: Transportation Planning Funds (TPL) are increased by $28,000 for fiscal year 2027;

- Task 1 though Task 4 were increased by $21,000; and
- Task 5 was increased by $7,000 for Resiliency Plan.

SECTION 2: Federal Grant funds for Safe Streets and Roads for All (SS4A) in the amount of $360,000 and $90,000 Local Match are added to Task 5. Federal Grant Program for fiscal years 2026, 2027 and 2028.

SECTION 3: FTA Section 5307 Funds in the amount of $72,500 are added to the UPWP for informational purposes.

SECTION 4: FTA Task Numbers are added to the UPWP.

SECTION 5: This resolution shall be in effect immediately upon its adoption.

ADOPTED during Regular Session of the Texarkana Metropolitan Planning Organization Policy Board on the 18th day of June 2026.

_____

Bob Bruggeman, Mayor, City of Texarkana, Texas
Policy Board Chairman
Texarkana MPO

FY 2026 (-2027) UNIFIED PLANNING WORK PROGRAM – AMENDMENT ONE ARKANSAS PORTION

I hereby certify the above is a true copy of Resolution #5-2026: FY2026-2027 Unified Planning Work Program (UPWP) Amendment One – Arkansas portion.

This resolution was:
Motioned by:
Seconded by:

Resolution #5-2026 passed unanimously in regular session on June 18, 2026.

_____

Rea Donna Jones
Director
Texarkana MPO

FY 2026 (-2027) UNIFIED PLANNING WORK PROGRAM – AMENDMENT ONE ARKANSAS PORTION

Texarkana MPO Resolution #5-2026

ATTACHMENT

FROM: FY2027 SUMMARY - Original UPWP Adopted May 2025

UPWP TASK	Description	Transportation Planning Funds (TPF)	Local Funds	Total Funds	2.5% Complete Streets Set-Aside
1.0	Administration-Management	34,080	8,520	42,600	0
2.0	Data Development & Maintenance	1,600	400	2,000	0
3.0	Short Range Planning	1,760	440	2,200	0
4.0	Metropolitan Transportation Plan	640	160	800	0
5.0	Special Studies	20,000	5,000	25,000	1,815
	TOTAL	50,080	14520	72,600	1,815

TO: FY2027 Amendment #1

TASK 1 – (FTA – 44.21) – TPF funds increased by $16,400

UPWP TASK	Responsible Agency	Transportation Planning Funds (TPF)	Local Funds	Total Funds
1.1	MPO	46,400	11,600	58,000
1.2	MPO	800	200	1,000
	TOTAL	47,200	11,800	59,000

TASK2 – (FTA 44.22) – TPF funds increased by $2,500

UPWP TASK	Responsible Agency	Transportation Planning Funds (TPF)	Local Funds	Total Funds
2.1	MPO	2,800	700	3,500
2.2	MPO	400	100	500
2.3	MPO	400	100	500
	TOTAL	3,600	900	4,500

FY 2026 (-2027) UNIFIED PLANNING WORK PROGRAM – AMENDMENT ONE ARKANSAS PORTION

Texarkana MPO Resolution #5-2026

TASK 3 – (FTA – 44.24) – TPF funds increased by $1,800

UPWP TASK	Responsible Agency	Transportation Planning Funds (TPF)	Local Funds	Total Funds	FTA SECTION 5307 (TUTD)
3.1	MPO	1,600	400	2,000	0
3.2	MPO	1,600	400	2,000	0
3.3	TUTD	0	0	0	72,500
	TOTAL	3,200	800	4,000	72,500

- FTA Section 5307 funding is not administered by the MPO. Added to the UPWP for informational purposes only.

TASK 4 – (FTA – 44.23 / 44.25) – TPF funds increased by $300

UPWP TASK	Responsible Agency	Transportation Planning Funds (TPF)	Local Funds	Total Funds
4.1	MPO	440	110	550
4.2	MPO	440	110	550
	TOTAL	880	220	1,100

TASK 5 – (FTA – 44.27) – TPF funds increased by $7,000

UPWP TASK	Responsible Agency	Transportation Planning Funds (TPF)	Local Funds	Total Funds	2.5% Complete Streets Set-Aside	Federal Grant SS4A	Fed Grant Local Match SS4A
5.3	MPO	24,000	6,000	30,000	0	0	0
5.4	MPO	1,600	400	2,000	1,202	360,000	90,000
	TOTAL	25,600	6,400	32,000	1,212	360,000	90,000

- Task 5.3 Funding increased for Resiliency Plan; $28,000 is 20% of Resiliency Plan total cost of $140,000.
- Task 5.4 Federal Grant received in FY2026 but not started; funding carried over to FY2027 and is expected to continue into FY2028.

FY 2026 (-2027) UNIFIED PLANNING WORK PROGRAM – AMENDMENT ONE ARKANSAS PORTION

Texarkana MPO Resolution #5-2026

SUMMARY 2027

UPWP TASK	FTA TASK	Description	Transportation Planning Funds (TPF)	Local Funds	Total Funds	2.5% Complete Streets Set-Aside	FTA SECTION 5307 (TUTD)	FEDERAL GRANT SS4A	FEDERAL GRANT LOCAL MATCH SS4A
1.0	44.21	Administration-Management	47,200	11,800	**59,000**	0	0	0	0
2.0	44.22	Data Development & Maintenance	3,600	900	**4,500**	0	0	0	0
3.0	44.24	Short Range Planning	3,200	800	**4,000**	0	72,500	0	0
4.0	44.23 44.25	Metropolitan Transportation Plan	880	220	**1,100**	0	0	0	0
5.0	44.27	Special Studies	25,600	6,400	**32,000**	1,212	0	360,000	90,000
		TOTAL	**80,480**	**20,120**	**100,600**	**1,212**	**72,500**	**360,000**	**90,000**

FY 2026 (-2027) UNIFIED PLANNING WORK PROGRAM – AMENDMENT ONE TEXAS PORTION

TEXARKANA METROPOLITAN PLANNING ORGANIZATION

RESOLUTION # 6 – 2026

A RESOLUTION BY THE POLICY BOARD OF THE TEXARKANA METROPOLITAN PLANNING ORGAINZATION (MPO) ADOPTING THE FY 2026-2027 UNIFIED PLANNING WORK PROGRAM (UPWP) AMENDMENT ONE FOR THE TEXARKANA METROPOLITAN STUDY AREA.

WHEREAS, UPWP for the Texarkana Metropolitan Planning Organization (MPO) for the Texarkana urbanized area and the surrounding planning boundary, is a requirement for receiving federal and state planning assistance; and

WHEREAS, the Texarkana MPO is responsible for preparing and submitting the FY 2026-2027 Unified Planning Work Program (UPWP) Amendment #1 to Texas Department of Transportation (ARDOT), and

WHEREAS, the Texarkana MPO Technical Committee recommended adoption and submission of the FY 2026-2027 UPWP to Texas Department of Transportation (TXDOT).

NOW, THEREFORE, BE IT RESOLVED BY THE POLICY BOARD OF THE TEXARKANA URBAN TRANSPORTATION STUDY THAT AMENDMENT ONE TO THE FY2026-2027 UNIFIED PLANNING WORK PROGRAM IS ADOPTED AND:

SECTION 1: Transportation Planning Funds (TPL) for 2026 are updated as follows:

- Move $8,000 from Task 1.2 (travel/training) to 1.1 (administration/management);
- Increase Task 2.1 by $2,000;
- Increased Task 2.2 by $75,000 for Socio-economic data for Travel Demand Model update;
- Decreased Task 3.1 by $2,000; and
- Increased Task 5.1 to $117,000 for Resiliency Plan.

SECTION 2: Transportation Planning Funds (TPL) for 2027 are updated as follows:

- Move $8,000 from Task 1.2 (travel/training) to 1.1 (administration/management);
- Increased Task 2.1 by $2,000; and
- Decreased Task 5 by $30,000.

SECTION 3: Federal Grant funds for Safe Streets and Roads for All (SS4A) in the amount of $360,000 and $90,000 Local Match are added to Task 5. Federal Grant Program for fiscal years 2026, 2027, and 2028.

SECTION 4: Funding not spent in fiscal year 2026 will carry over to fiscal year 2027.

SECTION 5: This resolution shall be in effect immediately upon its adoption.

ADOPTED during Regular Session of the Texarkana Metropolitan Planning Organization Policy Board on the 18th day of June 2026.

_____

Bob Bruggeman, Mayor, City of Texarkana, Texas
Policy Board Chairman
Texarkana MPO

I hereby certify the above is a true copy of Resolution #6-2026: FY2026-2027 Unified Planning Work Program (UPWP) Amendment One – Texas portion.

This resolution was:
Motioned by:
Seconded by:

Resolution #5-2026 passed unanimously in regular session on June 18, 2026.

_____

Rea Donna Jones
Director
Texarkana MPO

FY 2026 (-2027) UNIFIED PLANNING WORK PROGRAM – AMENDMENT ONE TEXAS PORTION

Texarkana MPO Resolution #6-2026

ATTACHMENT

2026

TASK 1

Subtask	Responsible Agency	Transportation Planning Funds (TPF)[1]	FTA Section 5307 Funds	Other Federal Funds	Local Funds	Total Funds
1.1	MPO	223,000	0	0	0	223,000
1.2	MPO	19,000	0	0	0	19,000
	Total	**242,000**	**0**	**0**	**0**	**242,000**

- Moved funds from 1.2 to 1.1

TASK 2

Subtask	Responsible Agency	Transportation Planning Funds (TPF)[1]	FTA Section 5307 Funds	Other Federal Funds	Local Funds	Total Funds
2.1	MPO	10,000	0	0	0	10,000
2.2	MPO	77,000	0	0	0	77,000
2.3	MPO	1,000	0	0	0	1,000
	Total	**88,000**	**0**	**0**	**0**	**88,000**

- 2.2 - Socioeconomic data update for Travel Demand Model - $75,000 Consultant fee + $2,000 for MPO Staff hours.

TASK 3

Subtask	Responsible Agency	Transportation Planning Funds (TPF)[1]	FTA Section 5307 Funds	Other Federal Funds	Local Funds	Total Funds
3.1	MPO	10,000	0	0	0	10,000
3.2	MPO	4,000	0	0	0	4,000
3.3	MPO	0	72,500	0	0	0
	Total	**14,000**	**72,500**	**0**	**0**	**14,000**

- Update funds to stay within the 75% - 125%.

FY 2026 (-2027) UNIFIED PLANNING WORK PROGRAM – AMENDMENT ONE TEXAS PORTION

TASK 5

Subtask	Responsible Agency	Transportation Planning Funds (TPF)[1]	FTA Section 5307 Funds	Other Federal Funds	Local Funds	Total Funds	Amount of 2.5% Safety/Complete Streets Set-Aside Funding[2]
5.1	MPO	117,000	0	0	0	117,000	6,684
5.2	MPO	5,000	0	360,000	90,000	455,000	
	Total	**122,000**	**0**	**360,000**	**90,000**	**572,000**	**6,684**

- 5.1 – Resiliency Plan - $112,000 (Texas portion of $140,000 Consultant fee) + $5,000 MPO Staff hours.
- 5.2 – SS4A Federal Grant Award.

SUMMARY 2026

UPWP Task	Description	TPF[1]	FTA Sect. 5307 Funds	Other Federal Funds	Local Funds	Total Funds	Amount of 2.5% Safety/Complete Streets Set-Aside Funding[2]
1	Administration – Management	242,000	0	0	0	242,000	
2	Data Development and Maintenance	88,000	0	0	0	88,000	
3	Short Range Planning	14,000	72,500	0	0	14,000	
4	Metropolitan Transportation Plan	6,000	0	0	0	6,000	
5	Special Studies	122,000	0	360,000	90,000	572,000	6,684
	Total	**472,000**	**72,500**	**360,000**	**90,000**	**922,000**	**6,684**

2027

TASK 1

Subtask	Responsible Agency	Transportation Planning Funds (TPF)[1]	FTA Section 5307 Funds	Other Federal Funds	Local Funds	Total Funds
1.1	MPO	223,000	0	0	0	223,000
1.2	MPO	19,000	0	0	0	19,000
Total		**242,000**	**0**	**0**	**0**	**242,000**

- Move funds from 1.2 to 1.1

FY 2026 (-2027) UNIFIED PLANNING WORK PROGRAM – AMENDMENT ONE TEXAS PORTION

Texarkana MPO Resolution #6-2026

TASK 2

Subtask	Responsible Agency	Transportation Planning Funds (TPF)[1]	FTA Section 5307 Funds	Other Federal Funds	Local Funds	Total Funds
2.1	MPO	10,000	0	0	0	10,000
2.2	MPO	2,000	0	0	0	2,000
2.3	MPO	1,000	0	0	0	1,000
	Total	**13,000**	**0**	**0**	**0**	**13,000**

- Update to funding totals to stay within 75% - 125%

TASK 5

Subtask	Responsible Agency	Transportation Planning Funds (TPF)[1]	FTA Section 5307 Funds	Other Federal Funds	Local Funds	Total Funds	Amount of 2.5% Safety/Complete Streets Set-Aside Funding[2]
5.3	MPO	10,000	0	0	0	10,000	6,684
5.4	MPO	10,000	0	360,000	90,000	460,000	
	Total	**20,000**	**0**	**360,000**	**90,000**	**470,000**	6,684

- 5.4 – SS4A Federal Grant Award

SUMMARY 2027

UPWP Task	Description	TPF[1]	FTA Sect. 5307 Funds	Other Federal Funds	Local Funds	Total Funds	Amount of 2.5% Safety/Complete Streets Set-Aside Funding[2]
1	Administration – Management	242,000	0	0	0	242,000	
2	Data Development and Maintenance	13,000	0	0	0	13,000	
3	Short Range Planning	16,000	72,500	0	0	16,000	
4	Metropolitan Transportation Plan	6,000	0	0	0	6,000	
5	Special Studies	20,000	0	360,000	90,000	470,000	6,684
	Total	**297,000**	**72,500**	**360,000**	**90,000**	**747,000**	**6,684**

- Funds not expended in fiscal year 2027 will be carried over to fiscal year 2028.

		ARDOT	LM	TXDOT	
Carryover	FY2025	27,670.55	6,917.64	-	
Carryover	*FY2026 FTA*	13,270.00	3,317.50	48,583.62	
Carryover	*FY2026 FHWA*	48,530.00	12,132.50	267,324.08	
	Est. Carry Over Total	89,470.55	22,367.64	315,907.70	**427,745.89**
		Arkansas total	111,838.19		

		ARDOT	LM	TXDOT	
	FY2027 (estimate)		-		
	FY2027	63,036.00	15,759.00	375,000.00	
		63,036.00	15,759.00	375,000.00	**453,795.00**
		Arkansas total	78,795.00		

	Estimated PL Funding FY2027	**881,540.89**

		SS4A Fed Grant	LM	
FY2027	SS4A Fed Grant	360,000.00	90,000.00	**450,000.00**

	Estimated Total Funding FY2027	**1,331,540.89**

SS4A LM Breakdown

90,000.00	
(24,000.00)	ADA Transisiton Plan - City of Texarkana, TX
66,000.00	To be divided among entities

$66,000 / Cities & Counties	
11,000.00	6 entities
13,200.00	5 entities
16,500.00	4 entities
22,000.00	3 entities
33,000.00	2 entities

Entities
City of Texarkana Texas
City of Texarkana Arkansas
City of Nash
City of Wake Village
Miller County
Bowie County

GL ACCOUNT		FY2026 BUDGET	FY2027 BUDGET	
50006	Termination Pay	$ -	$ -	
51011	Stipend - Supervision	$ -	$ -	
51101	Supervision	$ 92,331.00	$ 92,331.20	
51102	Clerical	$ 34,403.00	$ 34,403.20	
51103	Maintenance Operations	$ 59,904.00	$ 59,904.00	
51106	Longevity Pay	$ 1,300.00	$ 1,485.00	
51107	Incentive Pay	$ -	$ -	
51112	Worker's Camp	$ 296.55	$ 296.55	
50003	Rensions/Retirement	$ 31,423.58	$ 31,423.58	
51114	Social security	$ 15,033.80	$ 15,033.80	
51115	Group Insurance	$ 22,941.29	$ 22,941.29	
51132	Telephone Allowance	$ 728.00	$ 728.00	
52201	Supplies	$ 2,336.00	$ 1,000.00	
52204	Food Supplies	$ 1,200.00	$ 700.00	
52205	Postage/Shipping	$ 300.00	$ 200.00	
52207	Minor Tools & Equip	$ 1,500.00	$ 700.00	
52208	Janitorial Supplies	$ -	$ -	
52213	Computer Supplies (Disabled)	$ -	$ -	
52220	Safety Related Supplies	$ -	$ -	
53400	Computer Hrdwr & Sftwr	$ 15,000.00	$ 15,000.00	
53401	Furniture & Fixtures	$ 15,000.00	$ 15,000.00	
54500	Communications - In House	$ 3,000.00	$ 3,000.00	
54501	Communications - Cellular	$ -	$ -	
54502	Rental	$ 3,000.00	$ 3,000.00	
54504	Special Service	$ 80,000.00	$ 570,000.00	
	Admin Fee - $30,000/YR	*$ 30,000.00*	*$ 30,000.00*	
	Resiliency Plan - $140,000	*$ 50,000.00*	*$ 90,000.00*	
	SS4A - $360,000	*$ -*	*$ 360,000.00*	
	SS4A - LM - $90,000	*$ -*	*$ 90,000.00*	
54506	Travel & Training	$ 20,000.00	$ 20,000.00	
54523	Bank service Charges	$ -	$ -	
54525	Advertising	$ 2,500.00	$ 1,500.00	
54608	Dues & Memberships	$ 1,200.00	$ 1,200.00	
54613	Reserve Appropriations	$ 48,764.03	$ 441,694.27	
55707	Computer Hrdwr & Sftwr	$ -	$ -	
	TOTAL	**$ 452,161.25**	**$ 1,331,540.89**	**Est Total Funding**

Ratified 9/25

		2027 PL Funds			
		TXDOT	ARDOT	LM	Total
	2025 CO	-	27,670.55	6,917.64	34,588.19
FTA	2026 CO	48,583.62	13,270.00	3,317.50	65,171.12
FHWA	2026 CO	267,324.08	48,530.00	12,132.50	327,986.58
	Subtotal	315,907.70	89,470.55	22,367.64	427,745.89
Estimate	2027	375,000.00	63,036.00	15,759.00	453,795.00
	Grand Total	**690,907.70**	**152,506.55**	**38,126.64**	**881,540.89**

450,000.00
1,331,540.89

2027 PL
1,331,540.89
-889846.62
441,694.27

		2026 PL Funds			
		TXDOT	ARDOT	LM	
	2024 CO		21,210.24	5,302.56	
	2025 CO	182,599.90	60,510.00	15,127.50	
FTA	2026	107,675.92	13,270.00	3,317.50	
FHWA	2026	260,652.44	48,459.00	12,114.75	
		550,928.26	122,239.00	30,559.75	703,727.01

City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☐	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☐	Foster Proactive Communication to the Community
	☐	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☒	Maximize Accountability & Resource Utilization
	☐	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture
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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☒	None Required	☐	
Other:			

City of Texarkana, Texas

VI.5

Briefing Sheet

Department: Texarkana Water Utilities **Action Officer:** Michelle Warren, Executive Assistant

Subject: Resolution No. 2026-124 authorizing the City Manager to file an application with the Texas Water Development Board Water Supply Infrastructure Grant Program, in an amount not to exceed $21,000,000 for the replacement of aging two-inch galvanized water mains with new six-inch and eight-inch water mains, and reimbursement of costs incurred since June 22, 2025, for the installation of the Advanced Metering Infrastructure system.

Briefing: 7/13/2026 **Public Hearing:** **Council Vote:** 7/13/2026

Item Schedule:

No briefing required (one week

Updates/History of Briefing:

Not applicable

Executive Summary and Background Information:

This resolution authorizes the filing of a grant application with the Texas Water Development Board Water Supply Infrastructure Grant Program to cover the expenses required for the replacement of aging two-inch galvanized water mains with new six-inch and eight-inch water mains, and reimbursement of costs incurred since June 22, 2025 for the installation of the Advanced Metering Infrastructure system.

Potential Options:

None

Fiscal Implications:

The awarded funds for this program are 100% grant money.

Staff Recommendation:

The Utility staff recommends approval.

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

Not Applicable

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable

Application Filing and Authorized Representative Resolution

A RESOLUTION by the City Council of the City of Texarkana, Texas requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE City Council OF THE City of Texarkana, Texas:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed $21,000,000 to provide for the costs of replacement of aging water distribution lines and reimbursement of AMI system costs incurred since June 22, 2025.

SECTION 2: That David Orr, City Manager be and is hereby designated the authorized representative of the City of Texarkana, TX for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Texarkana, Texas before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Richard G. Long, Jr., Manager
Valley View Consulting, LLC

Engineer: David Waldroup, P.E.
Texarkana Water Utilities

Bond Counsel: Jeffery C. Lewis, Managing Partner
Atchley, Russell, Waldrop & Hlavinka, L.L.P.

PASSED AND APPROVED, this the _____ day of_____, 20_____.

ATTEST: _____ By:_____

(Seal)

Financial Assistance Application for Water Supply and Infrastructure Grant

Submittal Instructions.

Entities must submit **by email only** to:

- WSI_grants@twdb.texas.gov
- Email subject line: "WSIG Application Submittal for *[Enter Applicant's Name]*"

The complete application submittal must include:

1. this completed application in Microsoft Word format,
2. the WSIG AMHI Worksheet in Microsoft Excel format, and
3. all other required attachments in PDF format (see Part VI: Financial Assistance Application Checklist).

The TWDB is not able to use the Online Loan Application System (OLA) for these submittals.

If your file size is greater than 25Mb, please

- submit an inquiry to WSI_grants@twdb.texas.gov and
- include "WSIG Link Request" in the subject line.

For more information, please send inquiries to: WSI_grants@twdb.texas.gov and include "WSIG Inquiry" in the subject line.

Applicants do not need to submit this application for the separate funding allocation for canal lining/conversion projects funded through the NADBank; unless they wish to ALSO submit the same project for consideration in one of the five population-based funding categories.

PART I: Applicant Information

Applicant Name	Click here to enter applicant name.
County	Click here to enter county.
Project Name	Click here to enter project name.
Public Water System Number (numbers only please)	Click here to enter Public Water System Number.
Physical Address	Click here to enter physical address.
Mailing Address	Click here to enter mailing address.
Phone	Click here to enter phone number.
Website	Click here to enter website.
Applicant's Legal Authority *	Click here to choose legal authority.
If *h) Other Governmental Entity* was selected above, explain:	Click here to explain if "Other Entity" selected above.
***Note: reference solicitation for eligible entities/political subdivisions** a) Type A General-Law Municipality (Texas Local Gov't Code Sec. 5.001) b) Type B General-Law Municipality (Texas Local Gov't Code Sec. 5.002) c) Type C General-Law Municipality (Texas Local Gov't Code Sec. 5.003) d) Home-Rule Municipality (Texas Local Gov't Code Sec. 5.004) e) Special-Law Municipality (Texas Local Gov't Code Sec. 5.005) f) County g) District or Authority (Texas Water Code Chapter 49)	
WSIG Request Amount: *	Click here to enter request amount.

***Note:** Below are the WSIG funding caps per project based on population served. Please verify that your funding request does not exceed the applicable cap. If the proposed project cost is greater than the WSIG cap, please make certain that you appropriately identify in the application the additional sources of funds to complete the project.

Service Area Population Size	**Less than 1,000**	**1,001 to 10,000**	**10,001 to 150,000**	**150,001 to 1 million**	**Greater than 1 million**
Funding Cap per Project	$6 million	$10 million	$21 million	$35 million	$55 million

For additional information, visit our Water Supply and Infrastructure Grants web page.

PART II: Eligibility Determination

SECTION 1. POPULATION AND SOCIOECONOMIC DATA

To determine population served, indicate the number of people who reside within the service area of, or receive wholesale or retail water service from, the applicant. *

To determine the Annual Median Household Income (AMHI), please use the WSIG AMHI Worksheet (Microsoft Excel document). The data loaded onto this worksheet is from the 2024 American Community Survey (ACS) 5-year Estimates. On the worksheet, enter your system name, select the Census Geographic areas that cover your service area, and enter the number of water service connections your system serves within each of those areas. An average AMHI for your service area will be calculated automatically, and that is the AMHI amount you will enter into the field below.

Please attach the completed WSIG AMHI Worksheet Microsoft Excel document to your email submittal with your completed application and attachments

Population Served by the System *(see above)	Enter Population Served.
Annual Median Household Income (AMHI)	$Enter AMHI.
Is the AMHI data from the U.S. Census or from a Socioeconomic Survey approved by TWDB within the past five years? *If the AMHI is from a Socioeconomic Survey, please attach the letter from the TWDB approving the survey results.	Choose an item.

SECTION 2. SERVICE

Will this project provide first-time water service to households not currently served by a public water system?	Choose an item.
If “Yes”, how many currently un-served households will receive water service from the applicant with this project?	Click here to enter number.
Does the applicant system primarily provide Retail or Wholesale water service? Primarily providing *Retail* water means that less than 75% of the water produced by that applicant is provided to wholesale customers. Primarily providing *Wholesale* service means that 75% or more of the water produced by the applicant is provided to wholesale customers.	Choose an item.

SECTION 3. PROJECT FOCUS

A. Water Supply	Answers
Does this project provide new water supply (i.e. additional supply of source water delivered to either a wholesale or a retail water provider)? • If "Yes", describe below the source, quantity (acre-feet), and additional water infrastructure.	Choose an item.
If Yes above, click here to describe.	
Does this project provide new conservation savings for the existing water supply (i.e. annual water savings are anticipated)?	Choose an item.
Does this project provide new reuse water supply (i.e. reclaimed wastewater effluent or water reuse infrastructure mitigating the need for additional potable supply)? • If "Yes", attach evidence that an application for a new Texas Pollution Discharge Elimination System Permit (TPDES) or amendment to an existing permit related to proposed project has been filed with the Texas Commission on Environmental Quality (TCEQ). Final permit authorization must be obtained from the TCEQ before funds can be released for construction activities.	Choose an item.
B. Regulatory Compliance	
Does this project address compliance violations? • If "Yes", attach documentation. Example documentation includes but is not limited to TCEQ Notice of Violation (NOV) letter, TCEQ Notice of Enforcement (NOE) letter, Agreed Order, Boil Water Notice and/or Public Notice. Monitoring and Reporting Violations do not apply.	Choose an item.
C. Water Loss Mitigation	
Does this project include water loss mitigation? If "Yes", describe below the mitigation, cost of the mitigation (either in dollars or as a % of the total project), and the estimated water savings from the mitigation.	Choose an item.
If Yes above, click here to enter description.	

SECTION 4. FINANCIAL

A. Financial Audit	
Attach a copy of the Applicant's Annual Financial Audit and Management Letter for the immediately preceding fiscal year (see below), prepared and certified by a Certified Public Accountant or Firm of Accountants.	☐ Audit attached
• Indicate Applicant's fiscal year end:	Click to enter a date.

Note: The only acceptable annual financial audits will be those adopted by the Applicant's governing body for a fiscal year-end that falls between January 31, 2025, and June 30, 2026.

B. Other Funding Sources	
Is the proposed project directly related to a project currently funded by the TWDB?	Choose an item.
• If Yes, Enter Project ID:	Click here to enter project No.
• If Yes Enter Project Name:	Click here to enter project name.
• If Yes, will funds supplement a project having cost-overruns?	Choose an item.
• If Yes, were all costs related to this portion of the project incurred AFTER June 22, 2025?	Choose an item.
WSIG funds can be used to supplement existing project funding but not replace TWDB funding commitments. All additional TWDB funding sources must be closed at the time of application to ensure sufficient funds are available to complete a stand-alone project - except for SWIFT multiyear commitment tranches in 2027 or later.	

SECTION 5. WATER PLANNING AND CONSERVATION

A. Water Project Information. Attach a completed Water Project Information form, WRD-253D.	☐ WRD-253 Attached
B. Regional and State Water Plans	
Is the project a recommended strategy/project in the 2026 Regional Water Plan/ 2027 State Water Plan?	Choose an item.
• If Yes, attach the cover page, table of contents, and highlighted pages featuring the relevant information from the plan that clearly identifies the element(s) to be implemented.	Choose an item.

Note: No waivers will be granted if the project is not consistent with the 2026 Regional Water Plan/ 2027 State Water Plan.

Current consistency reviews are being assessed against the Board-approved 2026 Regional Water Plans, which can be found here: https://www.twdb.texas.gov/waterplanning/rwp/plans/2026/index.asp. The 2027 SWP is anticipated to be taken to our Board for considered approval in July 2026. Upon issuance, the SWP will be posted on our website at: https://www.twdb.texas.gov/waterplanning/index.asp. The 2022 SWP should not be utilized for consistency purposes.

C. Water Use Survey Applicants that provide retail water services (i.e. a retail public utility that provides potable water) must have submitted to the TWDB the annual Water Use Survey (WUS) of groundwater and surface water for the last THREE years. Submittal of the WUS begins the first working day of January and the survey is due March 1 annually via the online portal: https://www.twdb.texas.gov/waterplanning/waterusesurvey/index.asp	Choose an item.
D. Water Loss Audit Applicants that provide retail water services must have submitted to the TWDB the most recently required water loss audit on or before May 1, 2026. The online TWDB Water Audit worksheet is available at: http://www.twdb.texas.gov/conservation/resources/waterloss-resources.asp, and the online portal is located at: https://www.twdb.texas.gov/apps/overview.asp. **Note: If not submitted prior to this application submittal, the project will be considered ineligible for WSIG**.	Choose an item.
E. Water Loss Audit Validation. Applicant acknowledges that its most current water loss audit will be validated prior to consideration of a request for financial assistance from the Board. **Note: If water loss validation is not completed, the project will be considered ineligible for WSIG.**	☐ Click Box to Acknowledge
F. Water Loss Thresholds. Applicant acknowledges that, upon validation of its water loss audit, if the Applicant meets or exceeds the water loss thresholds, the project must address water loss to be eligible for funding. For a project addressing water loss, please complete Part II, Section 3, subsection C. Water Loss. **Note: No water loss waivers will be granted.**	☐ Click Box to Acknowledge

G. Water Conservation Plan. If the funding request for funding exceeds $500,000, a Water Conservation Plan (WCP) is required. Plans must have been adopted by the Applicant's governing body on July 20, 2021, or later. If the Applicant's current WCP was adopted earlier than July 20, 2021, or the Applicant does not have an adopted WCP, a new TWDB-approvable draft WCP must be submitted no later than the WSIG application deadline, which must then be adopted by the Applicant's governing body prior to closing of the grant. **Note: If not submitted prior to this application submittal, the project will be considered ineligible for WSIG.** WCP adoption date: Click here to enter adoption date or N/A if none. **Note:** • Applicants are not required to submit a WCP if the financial assistance is $500,000 or less, or the Board determines an emergency exists per 31 TAC § 363.15(c), pursuant to Texas Water Code § 16.4021. • For questions regarding water conservation plans, contact wcpteam@twdb.texas.gov, 512-476-1639, or visit the Municipal Water Conservation Plans web page at www.twdb.texas.gov/conservation/municipal/plans/index.asp. • Information on drought contingency planning can be found online at https://www.tceq.texas.gov/permitting/water_rights/wr_technical-resources/contingency.html	Choose an item.
H. Annual Water Conservation Report. All entities with a Water Conservation Plan are required to submit an Annual Report by May 1st of each year. The online portal for submittals and information is located at: https://www.twdb.texas.gov/apps/overview.asp. **Note: If not submitted prior to this application submittal, the project will be considered ineligible for WSIG.**	Choose an item.

SECTION 6. WATER RIGHTS, PERMITS, AND BENEFITS

A. Water Rights Information. Will this project result in any of the following: (a) an increase by the applicant in the use of surface water or groundwater, (b) drilling of new water well(s), (c) an increase in water treatment capacity, (d) an increase in raw water pumping or intake capacity, (e) new or increase in transmission capacity, or (f) new or expansion of reservoir(s) **If YES,** attach a completed Water Rights Certification Affidavit, TWDB-0208**.**	Choose an item.

B. Water Supply Benefits

If the project includes a construction component, please indicate the following information regarding new water supply, new reuse water supply, and new water conservation savings to be created by the project; or maintenance of current supply.

Water Supply Benefits	**Acre-Feet/Year**	**Project Capital Cost ($)**
Increase in the total annual volume of water supply. Additional supply to be created by the project and delivered to wholesale or retail water provider	Enter New Additional Supply to Be Created	$Enter Associated Project Costs
Increase in the annual volume of (direct or indirect) reuse water supply. New reuse supply to be created by the project	Enter New Reuse Supply to Be Created.	$Enter Associated Project Costs.
Annual volume of anticipated water savings. New conservation savings to be created by the project.	Enter Water Savings.	$Enter Associated Project Costs.
Volume of current water supplies that will be maintained. Maintenance of current supply	Enter Current Supplies Maintained.	$Enter Associated Project Costs.

PART III: ALL Applicants Must Complete

Please visit http://www.twdb.texas.gov/financial/instructions/index.asp for any referenced Guidance and Forms.

SECTION 1. GENERAL PROJECT INFORMATION

A. Project Need.

Provide description of project need, specifically for water supply and/or water infrastructure.

Click here to enter Project Need.

B. Project Description.

Provide detailed description of the project, including a bullet list of significant project elements/ components and alternatives considered (include information about related existing facilities):

Click here to enter Project Description.

C. Is more than one Public Water Systems (PWS) Served by the Proposed Project?

Choose an item.

If Yes above, list below the PWS to be served by the Proposed Project

Note: The list needs to be consistent with the regional water plan; if not consistent, provide in the Project Description section above an explanation regarding why it is not consistent.

Name	PWS ID

SECTION 2. PROJECT LOCATION

A. Project Map. Attach a map of the service area and drawings as necessary to locate and describe the project. The map should show the project footprint, major project components, roads, and major landmarks.		☐ Map Attached
B. Project Location.	**Latitude:** Click to enter latitude.	**Longitude:** Click to enter longitude.
C. Counties in Applicant's Service Area. List county(ies) where the project is located or will provide service:		Enter County(ies).
D. Colonias: If the proposed project impacts any colonias, provide the Colonia M number(s):		Enter Colonia M Nos.

SECTION 3. OTHER FUNDING SOURCES

A. Are other funding source(s) being utilized to complete the project? **Note:** Additional funding must be secured prior to submitting this grant application. Provide commitment letters if available. Additional funding sources must also be included within the Project Budget (TWDB-1201).	Choose an item.

If Yes above, include all other secured funding sources in the table below.

Funding Source	Type of Funds (Grant/Loan)	Amount ($)	Date Applied	Anticipated or Funding Secured Date
		$		
		$		
		$		
		$		
Total Funding from All Other Sources:		$Enter Total		

SECTION 4. APPLICANT CONTACT INFORMATION

A. Official Representative Contact Information.

Applicant's official contact (not a consultant) with decision-making authority for project implementation

Name of Official Representative	Enter Official's Name.
Title	Enter Official's Title.
Employer Name	Enter Official's Employer.
Address	Enter Official's Address.
Phone Number	Enter Official's Phone.
Email	Enter Official's Email.

B. Primary Contact

Applicant's primary contact for day-to-day project implementation.

Name of Primary Contact	Enter Primary's Name.
Title	Enter Primary's Title.
Employer Name	Enter Primary's Employer.
Address	Enter Primary's Address.
Phone Number	Enter Primary's Phone
Email	Enter Primary's Email.

SECTION 5. APPLICANT'S CONSULTANTS

Provide contact information for the applicant's consultants. Please attach copies of all draft and/or executed contracts for consultant services to be used by the applicant in applying for financial assistance or constructing the proposed project.

A. Applicant's Engineer	Choose an item.
Name	Enter Engineer's Name.
Title	Enter Engineer's Title.
Firm Name	Enter Engineering Firm.
Address	Enter Engineer's Address.
Phone Number	Enter Engineer's Phone.
Email	Enter Engineer's Email.

B. Applicant's Financial Advisor	Choose an item.
Name	Enter Financial Advisor Name
Title	Enter Financial Advisor Title
Firm Name	Enter Financial Advisor Firm
Address	Enter Financial Advisor Address
Phone Number	Enter Financial Advisor Phone
Email	Enter Financial Advisor Email

C. Applicant's Certified Public Accountant (or other appropriate rep)	Choose an item.
Name	Enter CPA Name
Title	Enter CPA Title
Firm Name	Enter CPA Firm
Address	Enter CPA Address
Phone Number	Enter CPA Phone
Email	Enter CPA Email

D. Applicant's Legal Counsel	Choose an item.
Name	Enter Legal Counsel Name
Title	Enter Legal Counsel Title
Firm Name	Enter Legal Counsel Firm

Address	Enter Legal Counsel Address
Phone Number	Enter Legal Counsel Phone
Email	Enter Legal Counsel Email

E. Any Other Consultant Representing the Applicant Before the Board	Choose an item.
Name	Enter Consultant Name
Title	Enter Consultant Title
Firm Name	Enter Consultant Firm
Address	Enter Consultant Address
Phone Number	Enter Consultant Phone
Email	Enter Consultant Email

SECTION 6. LEGAL INFORMATION

A. Legal Documents	
Resolution. Attach the resolution from the governing body requesting financial assistance. (TWDB-0201A)	☐ Resolution Attached
Application Affidavit. Attach the Application Affidavit. (TWDB-0201)	☐ Application Affidavit Attached
Certificate of Secretary. Attach the Certificate of Secretary. (TWDB-0201B)	☐ Cert. Sec. Attached
B. Certificate of Convenience and Necessity Does the applicant possess a Certificate of Convenience and Necessity (CCN)? • If Yes, attach CCN and map detailing CCN boundaries and service area.	Choose an item.
• If No, please indicate the status of the CCN below.	
Enter CCN Status	

C. Site Certificate (ED-101) Attach ED-101, documenting all necessary land and easements for the project.	☐ ED-101 Attached
D. Affidavit of No Objection. Are any facilities to be constructed (or is the area to be served) within the service area of a municipality, or other public utility, with responsibility for serving the area? If Yes, has the applicant obtained an affidavit stating that the municipality or public utility, servicing the area does not object to the proposed construction and operation of the applicant's services and facilities in the service area?	Choose an item.
E. Enforcement Actions. Has the applicant been the subject of any enforcement action by the Texas Commission on Environmental Quality (TCEQ), the Environmental Protection Agency (EPA), or any other entity within the past three years? If yes, attach a brief description of every enforcement action within the past three years and action(s) to address requirements.	Choose an item.
F. Ownership Interests of the Project. Does the Applicant have 100 percent ownership interest in the project? If No, attach a breakdown of ownership interests, an allocation of project costs, and an explanation of the allocation of liability.	Choose an item.
G. Service Agreements. Is the project intended to allow the applicant to provide or receive water services to or from another entity? If Yes, the applicant must attach, at a minimum, the proposed agreement, contract, or other documentation establishing the service relationship, with the final and binding agreements provided prior to closing.	Choose an item
H. Assurance Related to State Funds. Is the applicant prohibited from receiving funds under Texas Penal Code § 1.10(d) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition)?	Choose an item.
I. Regulations Related to Public Camping Bans.	
For city or county applicants: Is the applicant prohibited from receiving state grant funds under Texas Local Government Code § 364.004 (related to Public Camping Bans).	Choose an item.

For city or county applicants: Has the applicant been sued by the Attorney General under Local Government Code § 364.003 (related to public camping bans)? If Yes, what is the current posture of the lawsuit: Enter Current Lawsuit Posture.	Choose an item.
J. Regulations Related to Firearm Suppressors. For city, county, or special district/authority applicants: Is the applicant prohibited from receiving state grant funds under Texas Government Code § 2.103 (related to regulation of firearm suppressors)?	Choose an item.

SECTION 7. PROJECT MANAGEMENT INFORMATION

A. Project Schedule	
Estimated date to submit environmental planning documents. * (Not applicable for ready-to-proceed projects)	Enter Date or N/A
Estimated date to submit engineering planning documents. * (Not applicable for ready-to-proceed projects)	Enter Date or N/A
Estimated date for completion of design. * (Not applicable for ready-to-proceed projects.	Enter Date or N/A
Estimated Construction start date for first contract.	Enter Date or N/A
Estimated Construction end date for last contract. **	Enter Date or N/A
* Entities with populations greater than or equal to 150,000 must have completed engineering, environmental, and design prior to application submittal. ** Construction contract(s) cannot have end date past January 31, 2031. Construction closeout documents must be submitted by February 28, 2031 – this includes completion of a final site visit by TWDB staff. **Applicant acknowledges project schedule conditions noted above.**	☐ Applicant Acknowledges Project Schedule Conditions

B. Project Cost Estimate. Attach the most current itemized project cost estimate, utilizing the TWDB Budget Form TWDB-1201*. Include all costs and funding sources (e.g., DWSRF, SWIFT, WDF, local contribution, other lender). If applying for pre-construction costs only (i.e., Planning, Acquisition, Design) then itemize only the relevant portions in the attached budget template. Please refer to the Instructions tab in theTWDB-1201 Excel workbook. Please consider that U.S. Iron & Steel requirements will apply (See United States Iron and Steel Guidance, TWDB-1105) * TWDB-1201 Must be signed, dated, and sealed by a Texas Professional Engineer.	☐ TWDB-1201 Attached
C. Construction Contracts Provide the planned total number of construction contracts for the project (current estimate):	Enter No. Contracts
Select the planned construction contract delivery method. • If “Other” selected, please indicate method: Indicate Method Here • If alternative delivery is selected (non-traditional design-bid-build), provide the implementation letter per TWDB-0570 alternative delivery methods guidance.	Choose Delivery Method.

PART IV: READY TO PROCEED - CONSTRUCTION-ONLY FUNDING

Complete this section if either the system's service area population is greater than 150,000, OR for any service area population ONLY funding for construction phase is requested. Other applicants skip this section.

- Entities serving populations GREATER than 150,000 can only request funds for project construction phase and must be ready to proceed.
- To be considered ready to proceed, ALL items below must be complete.

☐ N/A Part IV– Service area population is less than or equal to 150,000 AND requesting funds for the project's planning, acquisition, and/or design phase(s).

SECTION 1. PLANNING AND ACQUISITION

A. Permitting	
All applicable permitting aspects of the project have been achieved; including Certificate of Convenience and Necessity (CCN), TCEQ approval, and completion of piloting, etc.	☐ Permitting Complete
Applicant has acquired all the necessary rights to appropriate and use the surface water and/or groundwater that the project will provide as documented in the previously attached Water Rights Affidavit WRD-208.	☐ All Water Rights Acquired
B. Environmental Review Has the proposed project received a Finding of No Significant Impact, Categorical Exclusion, Record of Decision, or other environmental determination prepared by the TWDB or another agency within the last five years? • If Yes, attach a copy of the environmental determination to this application and provide name of issuer (Agency) Enter Issuer Agency, and date of issuance(s) Enter Date of Issuance • If No, attach TWDB-0802 Water Supply and Infrastructure Grant Affidavit of Environmental Compliance.	Choose an item.
C. Engineering Feasibility. Has been completed for the project planning phase.	☐ Complete
D. Land Acquisition. Applicant has obtained all land and easements necessary to complete the project, as documented in the previously attached Site Certificate (ED-101).	☐ Acquisition Complete

SECTION 2. DESIGN

A. Design Process. Is complete, including full development of plans and specifications for all project components, and Plans and Specifications (P&S) are attached.	☐ P&S Attached
B. Plans and Specifications. Plans and specifications for all project components have been approved by authorized entity (TWDB will not provide new design approvals for ready-to-proceed projects requesting this funding): • Attached copy of approval letter(s) by the TCEQ • Attached copy of approval letter by an entity(ies) other than the TCEQ (e.g., TWDB). Indicate approving entity(ies): Enter Approving Entity	Choose an item.

C. Project Components Not Requiring TCEQ Approval. Authorized approval of plans and specifications of certain project components is not required by the TCEQ (e.g., meter replacement). Indicate project components not requiring approval: Enter Components Not Requiring TCEQ Approval
Note: For the following types of water projects funded by the TWDB, technical review of plans and specifications must have been completed by the TCEQ. • New surface water treatment plants (WTP), including pilot and concentration-time studies, • Existing surface WTPs involving process related improvements or increase in capacity, • New well projects, • Existing well projects, including increase in capacity or process related improvements, • New raw water intakes, including pumping facilities at the intake location, • Any project involving treatment, such as membranes, ion exchange, UV disinfection, etc., • New interconnections, • New construction or improvements to disinfection and other treatment projects, and • New ground storage tanks (GSTs), or improvements to existing GSTs, when the source of water is surface water and GSTs are a clear well.

SECTION 3. CONSTRUCTION

The proposed project • will be ready to advertise construction bids immediately following a funding commitment for construction costs. OR • has already been bid for construction. **Note: WSIG requirements for project construction must be met (e.g., US I&S), and only those costs incurred after June 21, 2025, can be reimbursed.**	Choose an item.

PART V: REQUESTING PLANNING/ACQUISITION/DESIGN FUNDING

Complete this section if the system's service area population is less than 150,001 AND the funding request includes planning, acquisition, or design project phases, or any combination thereof with or without construction (i.e. NOT construction-only funding).

☐ N/A Part V – Funding request is ONLY for construction phase and proposed project is ready to proceed.

SECTION 1. PLANNING, ACQUISITION, AND/OR DESIGN

A. Land and Easements Ownership. Provide a general description of the land and easements acquisition needs for this project:
Enter Description of Land Needs

B. Conveyance Coordination. Applicant acknowledges that if the proposed project is related to or includes water conveyance, then considerations must be included in the project planning phase to reduce the necessity of exercising the power of eminent domain to obtain interest in real property by prioritizing the use of existing transportation and utility easements [SB 7, 89th Texas Legislature, Texas Water Code 6.301-305]. If eminent domain is being considered by the Applicant, then a future coordination meeting will need to be scheduled by the Applicant during the project's planning phase to include joint planning and coordination between project sponsors, governmental entities, utilities, common carriers, and other applicable stakeholders including the TxDOT Right of Way Division. The purpose of the meeting is to promote collaboration among stakeholders and to reduce the necessity of exercising the power of eminent domain to obtain interest in real property by identifying opportunities to utilize existing transportation and utility easements. The outcome of the meeting(s) must be addressed in the Engineering Feasibility Report. The scheduling of the meeting should be coordinated with the TWDB project manager.	☐ Click Box to Acknowledge

C. Engineering Permits.
List any major permits that are necessary for the completion of the project. Also, list any other necessary minor permits that may involve particular difficulty due to the nature of the proposed project (e.g., railroad crossing, TxDOT, FAA for elevated structure in vicinity of airport).

Permit	Issuing Entity	Acquired (Y/N)

D. Environmental Compliance. Applicant acknowledges that they will ensure compliance with all applicable local, state, and federal regulations and will complete coordination and/or permitting as required to ensure compliance with the Endangered Species Act of 1973, as amended; Section 404 of the Clean Water Act; Section 10 of the Rivers and Harbors Act of 1899; the Migratory Bird Treaty Act; Texas Antiquities Code; Texas Parks and Wildlife Code; Edwards Aquifer Rules; and any other applicable state, federal, and local regulations. Prior to the release of acquisition, design, and/or construction funding, the applicant will provide a signed TWDB-0802 Affidavit of Environmental Compliance and submit documentation that the proposed project has been adequately reviewed by the required regulatory agencies within the last five years.	☐ Click Box to Acknowledge

PART VI: Financial Assistance Application Checklist

The following checklist is a full list of the documents that are necessary to process this application. An incomplete application will not be processed. Clearly label all attachments with the corresponding document name and applicant name. Please visit http://www.twdb.texas.gov/financial/instructions/index.asp for any referenced Guidance and Forms.

Certification and Checklist	Item Attached	N/A
Part II: Eligibility Determination		
Reuse permit documentation, if applicable	☐	☐
Regulatory compliance documentation, if applicable	☐	☐
Annual financial audit and management letter	☐	
Water Project Information - WRD-253D	☐	
State Water Plan documentation, if applicable	☐	☐
Adopted Water Conservation Plan; if applicable	☐	☐
Water Rights Affidavit – WRD-208	☐	☐
Part III: All Applicants		
Project Map	☐	
Other funding sources commitment letter(s), if applicable	☐	☐
Consultants draft or executed contracts	☐	☐
Resolution – TWDB-0201A	☐	
Application Affidavit – TWDB-0201	☐	
Certificate of Secretary – TWDB-0201B	☐	
Certificate of Convenience and Necessity, if available	☐	☐
Site Certificate – ED-101	☐	
Affidavit of No Objection, if available	☐	☐
Enforcement Actions, if applicable	☐	☐
Breakdown of Ownership Interests of the Project, if applicable	☐	☐
Service Agreements, if applicable	☐	☐
Project Cost Estimate – TWDB-1201	☐	
Part IV: Ready to Proceed - Construction Only		☐
Environmental review documentation (determination or affidavit)	☐	
Plans and Specifications	☐	
Design approval letters(s)	☐	

PART VII: Financial Assistance Application Certification

I hereby approve and authorize the submission of this Financial Assistance Application to the Texas Water Development Board. I certify that all information contained herein is true and correct to the best of my knowledge. I understand the failure to submit a complete Financial Assistance Application may result in the withdrawal of the form without review.

Click Here to Enter Name

Printed Name of Applicant's Authorized Representative

Click Here to Enter Title

Title of Applicant's Authorized Representative

X

Double Click Box Above: In the pop-up prompt, enter the name of applicant's authorized representative **(not a consultant)** and then click the "Sign" button to apply electronic signature. **Applying the electronic signature will lock the document from further changes.**

ENTER YOUR SYSTEM NAME BELOW:

NOTE: ONCE YOU HAVE FILLED OUT THIS WORKSHEET, PLEASE SAVE THE FILE USING THE FOLLOWING NAMING CONVENTION:
"[SYSTEM NAME]_WSIG AMHI WORKSHEET"
BE SURE TO INCLUDE THE SAVED WORKSHEET WITH YOUR APPLICATION SUBMITTAL.

SELECT THE CENSUS AREA(S) FROM THE DROP DOWN MENUS IN THE CELLS BELOW:		ENTER THE NUMBER OF SERVICE CONNECTIONS SERVED BY YOUR SYSTEM IN EACH CENSUS AREA BELOW:
Geographic Census Area Name	**AMHI**	**Number of Connections**
	$ -	
	$ -	
	$ -

Texas Water Development Board
Water Project Information

A. Applicant Name	B. Project Name.		C. Project No:
D. Program(s)	E. Regional Planning Group (A-P):	F. County	G. Date:

H. Water Project Description: (Multiphase project, new or expansion; plant, well, storage, pump station, distribution system, etc)

Attach map of service area affected by Project or other documentation.

I. Is an Inter Basin Transfer potentially involved? Yes ☐ No ☐	J. Is project located in a Groundwater District (If yes, identify District by name)? Yes ☐ _____ No ☐

K. **Projected Population** for at least a **20-year period**:	**Current Population**		**Projected Population**				
	Year:	**20**_____	2030	2035	2040	2045	2050
	Population:						

Area projected for: (Check one)	Utility boundary ☐ Project service area ☐ City boundary ☐		**Projection data source and method:**
Project Design Year: (For which project will be sized)	**20** _____	**Design Population:** (Served by project on the design year)	

L. Is the proposed project included in a current Regional Water Plan? Yes ☐ No ☐ Don't Know ☐
(If **Yes**, please specify on what page in the Regional Water Plan - Regional Water Plan Page Number:_____

M. What type of water source is **associated directly with the proposed project?** Surface Water ☐ Groundwater ☐ Reuse ☐

N. Will the project increase the volume of water supply? Yes ☐ No ☐

O. What volume of water is the project anticipated to deliver/ treat per year? _____Acre-Feet/Year

P. Please select all that apply to the proposed project: Conservation ☐ Water loss reduction ☐ Reuse ☐

Q. Current Water Supply Information

Surface Water Supply Source / Provider Names	Certificate No.	Source County	Annual Volume and Unit
Groundwater Supply Aquifer	Well Field location	Source County	Annual Volume and Unit
Reuse Water	Certificate No.	Annual Amount Used and Unit	

R. Proposed Water Supply Associated Directly with the Proposed Project

Surface Water Supply Source / Provider Names	Certificate No.	Source County	Annual Volume and Unit
Groundwater Supply Aquifer	Well Field location	Source County	Annual Volume and Unit
Reuse Water	Certificate No.	Annual Amount Used and Unit	

S. Consulting Engineer Name	Telephone No.	E-mail address
T. Applicant Contact Name, Title	Telephone No.	E-mail address

TWDB-0201A
Rev 11/16

Application Filing and Authorized Representative Resolution

A RESOLUTION by the _____ of the _____ requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE _____ OF THE_____:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed $_____ to provide for the costs of _____.

SECTION 2: That _____ be and is hereby designated the authorized representative of the _____ for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the _____ before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: _____
_____

Engineer: _____
_____

Bond Counsel: _____
_____

PASSED AND APPROVED, this the _____ day of_____, 20_____.

ATTEST: _____ By:_____

(Seal)

TWDB-0201
Rev 2/23

Application Affidavit

THE STATE OF TEXAS §

COUNTY OF _____ §

APPLICANT _____ §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared_____as the Authorized Representative of the _____, who being by me duly sworn, upon oath says that:

1. The decision by the_____(authority, city, county, corporation, district) to request financial assistance from the Texas Water Development Board ("TWDB") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq,) and after providing such notice as required by such Act as is applicable to the_____(authority, city,county, corporation, district).

2. The information submitted in the application is true and correct according to my best knowledge and belief.

3. The _____(authority, city, county, corporation, district) has no litigation or other proceedings pending or threatened against it that would materially adversely affect its financial condition or ability to issue debt.

4. The_____(authority, city, county, corporation, district) has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none"):

_____.

5. The_____(authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the TWDB provides the financial assistance.

6. The _____(authority, city, county, corporation, district) is or will become in compliance with all of its material contracts.

7. The_____(authority, city, county, corporation, district) will comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and regulations of the TWDB.

_____
Official Representative

Title:_____

SWORN TO AND SUBSCRIBED BEFORE ME, by_____,

on this_____day of_____, 20____.

(NOTARY'S SEAL)

_____
Notary Public, State of Texas

TWDB-0201B
Rev 11/16

Application Resolution - Certificate of Secretary

THE STATE OF TEXAS §
COUNTY OF _____ §
APPLICANT _____ §

I, the undersigned, Secretary of the _____ Texas, DO HEREBY CERTIFY as follows:

1. That on the _____day of_____, 20_____, a regular/special meeting of the _____ was held; the duly constituted members of the _____ being as follows:

_____

all of whom were present at the meeting, except the following:

_____

Among other business considered at the meeting, the attached resolution entitled:

"A RESOLUTION by the _____ of the _____ requesting financial participation from the Texas Water Development Board; authorizing the filing of an application for financial participation; and making certain findings in connection therewith."

was introduced and submitted to the _____ for passage and adoption. After presentation and consideration of the resolution, and upon a motion made by _____ and seconded by_____, the resolution was passed and adopted by the _____ by the following vote:

_____voted "For" _____voted "Against" _____ abstained

all as shown in the official minutes of the _____for this meeting.

2. That the attached resolution is a true and correct copy of the original on file in the official records of the_____; the qualified and acting members of the _____ on the date of this meeting are those persons shown above and, according to the records of my office, advance notice of the time, place, and purpose of meeting was given to each member of the _____; and that the meeting, and the deliberations of the public business described above, was open to the public and written notice of the meeting, including the subject of the resolution described above, was posted and given in advance of the meeting in compliance with the provisions of Chapter 551 of the Texas Government Code.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the_____, this the_____ day of_____, 20_____.

_____
Secretary

(SEAL)

STATE OF TEXAS §
§
COUNTY OF _____ §

SITE
CERTIFICATE

Before me, the undersigned notary, on this day personally appeared _____, a person whose identity is known to me or who has presented to me a satisfactory proof of identity. After I administered an oath, this person swore to the following:

(1) My name is_____. I am over 18 years of age and I am of sound mind, and capable of swearing to the facts contained in this Site Certificate. The facts stated in this certificate are within my personal knowledge and are true and correct.

(2) I am an authorized representative of _____, an entity that has filed an application for financial assistance with the Texas Water Development Board for a (water) (wastewater) project.

Please complete only those sections that apply to your project:

LEGAL CERTIFICATION – LEASE/CONTRACT

I certify that: _____
(Legal Name of Applicant, i.e., City, District, etc.)

has executed a written lease or other contractual agreement to use the property needed for this (water)(wastewater) project that extends through _____(date), the life of the Texas Water Development Board loan or grant that will be used to finance this project, either in whole or in part. A copy of this lease or agreement is attached hereto.

LEGAL CERTIFICATION – PROPERTY EASEMENT

I certify that: _____
(Legal Name of Applicant, i.e., City, District, etc.)

has executed an express easement to use the property needed for this (water) (wastewater) project that extends through the life of the Texas Water Development Board loan or grant that will be used to finance this project, either in whole or in part. The express easement to use the property needed for this (water) (wastewater) project extends through _____(date). A copy of the express easement agreement is attached hereto.

LEGAL CERTIFICATION – OWNERSHIP INTEREST

I certify that_____
(Legal Name of Applicant, e.g. City, District, etc.)

☐Option A: has acquired the necessary real property interest, as evidenced by fee simple purchase, deed, fully executed earnest money contracts, or completion of eminent domain proceedings; that such acquisition will guarantee access and egress; and such interest will contain the necessary easements, rights of way, or unrestricted use as is required for the project being financed by the Texas Water Development Board. The legal description is referenced below.

The property has been acquired with the use of eminent domain: ☐ True ☐False

OR

☐Option B: is in the process of acquiring the necessary real property interest, as evidenced by earnest money contracts, contracts for sale, firm option agreements to purchase the subject property, or the initiation of eminent domain procedures; that such acquisition will guarantee access and egress; and such interest will contain the necessary easements, rights of way, or unrestricted use as is required for the project being financed by the Texas Water Development Board. The legal description is referenced below. The anticipated date of acquisition is: _____.

The property will be acquired with the use of eminent domain: ☐ True ☐False

If True, then reasonable considerations should be investigated with relevant stakeholders to reduce the necessity of exercising the power of eminent domain to obtain interests in real property by identifying opportunities to utilize existing transportation and utility easements.

Location and Description of Property Interests acquired for Project:

Any deeds or other instruments required to be recorded to protect the title(s) held by _____(Legal Name of Applicant) have been recorded or filed for the record in the County deed records or other required location. The following documents are attached hereto:

Description of documents that were used or will be used to acquire the property:

ED-101
Rev 2/26

EXECUTED this_____day of _____, 20_____.

_____(Signature)

_____(Print Name)

_____(Title)

Sworn to and subscribed before me by _____on this _____day of_____,20_____.

_____(Notary Public in and for the State of Texas)

[SEAL]

TEXAS WATER DEVELOPMENT BOARD

ED-101
Rev 2/26

PROJECT BUDGET	ENTER ENTITY NAME HERE								
Uses	TWDB Funds Program 1	TWDB Funds Program 2	TWDB Funds Program 3	Total TWDB Cost	Local Cash Contribution	Local In-Kind Work	Other Funding Source 1	Other Funding Source 2	Total Cost
Construction									
Construction				$0					$0
Subtotal Construction	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Basic Engineering Fees									
Planning +				$0					$0
Design				$0					$0
Construction Engineering				$0					$0
Basic Engineering Other ** _____				$0					$0
Basic Engineering Other ** _____				$0					$0
Basic Engineering Other ** _____				$0					$0
Subtotal Basic Engineering Fees	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Special Services									
Application				$0					$0
Environmental				$0					$0
Water Conservation Plan				$0					$0
I/I Studies/Sewer Evaluation				$0					$0
Surveying				$0					$0
Geotechnical				$0					$0
Testing				$0					$0
Permits				$0					$0
Inspection				$0					$0
O&M Manual				$0					$0
Project Management (by engineer)				$0					$0
Pilot Testing				$0					$0
Water Distribution Modeling				$0					$0
Special Services Other ** _____				$0					$0
Special Services Other ** _____				$0					$0
Special Services Other ** _____				$0					$0
Subtotal Special Services	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Other									
Administration				$0					$0
Land/Easements Acquisition				$0					$0
Water Rights Purchase (If Applicable)				$0					$0
Capacity Buy-In (If Applicable)				$0					$0
Project Legal Expenses				$0					$0
Other ** _____				$0					$0
Other ** _____				$0					$0
Other ** _____				$0					$0
Subtotal Other Services	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Fiscal Services									
Financial Advisor				$0					$0
Bond Counsel				$0					$0
Issuance Cost				$0					$0
Bond Insurance/Surety				$0					$0
Fiscal/Legal				$0					$0
Capitalized Interest				$0					$0
Bond Reserve Fund				$0					$0
Loan Origination Fee				$0					$0
Other ** _____				$0					$0
Other ** _____				$0					$0
Other ** _____				$0					$0
Subtotal Fiscal Services	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Contingency									
Contingency				$0					$0
Subtotal Contingency	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL COSTS	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Other ** description must be entered									
+ For Applications under the EDAP Program with Planning costs, please break down below the Planning costs per the Instructions page:									
Category A				$0					$0
Category B				$0					$0
Category C				$0					$0
Category D				$0					$0
Total Planning Costs	$0	$0	$0	$0	$0	$0	$0	$0	$0

WATER SUPPLY AND INFRASTRUCTURE GRANT
AFFIDAVIT OF ENVIRONMENTAL COMPLIANCE

STATE OF TEXAS §
COUNTY OF Enter county name §

Before me, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared a person, Enter official representative's name, as the Official Representative of the Enter entity name, whose identity is known to me, who being by me duly sworn, upon oath says that:

1. I am over 18 years of age, of sound mind, and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

2. I am an Official Representative of City of Texarkana, an entity that has filed or is in the process of filing an application for financial assistance with the Texas Water Development Board for a project that proposes the development of a water supply and infrastructure project.

3. The City of Texarkana has, in the last five years, completed any coordination, consultations, and/or permitting required by the Endangered Species Act of 1973, as amended; Section 404 of the Clean Water Act; Section 10 of the Rivers and Harbors Act of 1899; the Migratory Bird Treaty Act; Texas Antiquities Code; Texas Parks and Wildlife Code; Edwards Aquifer Rules; and any other applicable state, federal, and local regulations.

Signed the day of Enter month and day, Enter year

Official Representative: Enter name
Title: Enter title

Sworn to and subscribed before me, by Enter official representative's name,
on Enter month and day, Enter year

Enter notary's name

_____
Notary Public, State of Texas

(Notary's Seal)

My commission expires: Enter date

[CITY OF TEXARKANA, TEXAS LETTERHEAD]

June _____, 2026

Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

Re: Commitment of Non-Grant Funds – Water Supply Infrastructure Grant (WSIG) Application

Dear TWDB Review Staff:

The City of Texarkana, Texas (the "City"), acting through Texarkana Water Utilities ("TWU"), hereby confirms its commitment to fund all project costs associated with the Advanced Metering Infrastructure ("AMI") system installation that exceed the amount requested under the City's Water Supply Infrastructure Grant ("WSIG") application submitted to the Texas Water Development Board ("TWDB").

The City's WSIG application seeks reimbursement of **$7,500,000** for eligible AMI project costs incurred on or after June 22, 2025. The total cost of the AMI project attributable to the Texas-side system exceeds this amount. The City commits that all AMI project costs not covered by WSIG grant proceeds — including any costs incurred prior to June 22, 2025 and any costs in excess of the grant award — are and will remain fully funded through the City's **2023 Water and Sewer Revenue Bond** (the "Revenue Bond").

The Revenue Bond was duly authorized and issued by the City to fund capital improvements to its water and sewer system, and sufficient proceeds are committed and available to cover the non-grant portion of the AMI project costs described herein. This commitment is unconditional and does not depend on the receipt of any additional appropriation or future action by the City Council.

The City understands that this letter is submitted as part of the WSIG application package to satisfy funding commitment requirements and that TWDB may rely upon it in evaluating the City's application.

Sincerely,

_____

David Orr
City Manager
City of Texarkana, Texas

Date: _____

STATE OF TEXAS §
COUNTY OF BOWIE §

SUBSCRIBED AND SWORN TO before me, the undersigned notary public, on this _____ day of _____, 2026, by David Orr, City Manager, City of Texarkana, Texas, known to me to be the person whose name is subscribed to the foregoing instrument.

_____
Notary Public, State of Texas
My Commission Expires: _____

City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:

Mission & Vision		Values
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☐	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☐	Foster Proactive Communication to the Community
	☐	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☒	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture

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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☒	None Required	☐	

Other:

City of Texarkana, Texas

VI.6

Briefing Sheet

Department: Texarkana Water Utilities **Action Officer:** Michelle Warren, Executive Assistant

Subject: Resolution No. 2026-123 authorizing the City Manager to execute a contract with Holistic Utility Solutions of Grapevine, Texas, for the Texas Water Development Board Water Supply Infrastructure Grant Program Application, in an amount not to exceed $30,000 for Phase I and II and 2.5% of the awarded grant funds for Phase III, with budgeted funds for Phase I and II in the FY 2025-2026 TWU Texas Capital Improvement Fund. If Grant is not awarded, only the $30,000 cost portion will be paid. If Grant is awarded, all costs will be covered by the grant funds.

Briefing: 7/13/2026 **Public Hearing:** **Council Vote:** 7/13/2026

Item Schedule:

No briefing required (one week)

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

Consider resolution authorizing the City Manager to enter into a contract with Holistic Utility Solutions to provide support and management for the Texas Water Development Board Water Supply Infrastructure Grant Program Application in an amount not to exceed $30,000 for Phase I and II and 2.5% of the awarded grant funds for Phase III. Phase I is the project identification, Phase II is the Grant Application and submission, and Phase III is the Grant Administration.

The Utility is seeking up to $21,000,000 in grant funding for the replacement of aging two-inch galvanized water distribution lines with new six-inch and eight-inch water mains, and reimbursement of costs incurred since June 22, 2025, for the installation of the Advanced Metering Infrastructure (AMI) system.

The competitive procurement of services from Holistic Utility Solutions is selected using its Contract 230601 with The Interlocal Purchasing System (TIPS) for the Texas Water Development Board Water Supply Infrastructure Grant program application, as authorized by Chapter 271 of the Texas Local Government Code and City purchasing policy.

TWU Engineering staff has reviewed the fees and determined they are in the acceptable range for this type of project.

Potential Options:

None

Fiscal Implications:

The total contract amount for Phase I and II is $30,000 and Phase III will be 2.5% of the awarded grant funds. Funds for Phase I and II fees are available in the Utility's 2025-2026 Budget in the Texas Capital Improvement Fund. Phase III funds will be paid for with the grant money.

Staff Recommendation:

The Utility staff recommends approval.

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

Not Applicable

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable

RESOLUTION NO. 2026-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING A CONTRACT WITH HOLISTIC UTILITY SOLUTIONS OF GRAPEVINE, TEXAS, FOR THE TEXAS WATER DEVELOPMENT BOARD WATER SUPPLY INFRASTRUCTURE GRANT PROGRAM APPLICATION IN AN AMOUNT NOT TO EXCEED $30,000 FOR PHASE I AND II AND 2.5% OF THE AWARDED GRANT FUNDS FOR PHASE III, WITH BUDGETED FUNDS IN THE FY 2025-26 TWU TEXAS CAPITAL IMPROVEMENT FUND. IF GRANT IS NOT AWARDED, ONLY THE $30,000 COST PORTION WILL BE PAID. IF GRANT IS AWARDED, ALL COSTS WILL BE COVERED BY THE GRANT FUNDS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas is submitting an application to the Texas Water Development Board for funding under the Water Supply Infrastructure Grant program; and

WHEREAS, the proposed application seeks up to $21,000,000 in grant funding for the replacement of aging two-inch galvanized water distribution lines with new six-inch and eight-inch water mains, and reimbursement of costs incurred since June 22, 2025, for the installation of the Advanced Metering Infrastructure (AMI) system; and

WHEREAS, the proposed scope of work will be separated into three phases, with Phase I and II consisting of the project identification, grant application, and grant submission and Phase III consisting of the grant administration; and

WHEREAS, the competitive procurement of services from Holistic Utility Solutions is selected using its Contract 230601 with The Interlocal Purchasing System (TIPS) for the Texas Water Development Board Water Supply Infrastructure Grant program, as authorized by Chapter 271 of the Texas Local Government Code and City purchasing policy; and

WHEREAS, considering the qualifications and experience, and upon the recommendation of TWU, the City Council finds and determines that Holistic Utility Solutions of Grapevine, Texas, is most highly qualified to provide the necessary services for this project; and

WHEREAS, Holistic Utility Solutions has proposed a fee of $30,000.00 for Phase I and II, and 2.5% of the awarded grant funds for Phase III, for services necessary for the Texas Water Development Board Water Infrastructure Grant program; and

WHEREAS, funds in the amount of $30,000 for Phase I and II are currently available in the Texas Capital Improvement Fund of the TWU fiscal year 2025-2026 budget; and

WHEREAS, if grant is not awarded, only the $30,000 cost-portion will be paid. If grant is awarded, all costs will be covered by the grant funds.

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

SECTION 1: The City Council approves the contract with Holistic Utility Solutions of Grapevine, Texas, attached hereto as **ATTH 01** and incorporated herein by reference for all purposes, to provide professional services in an amount not to exceed $30,000 for Phase I and II, and 2.5% of the awarded grant funds for Phase III, for the Texas Water Development Board Water Infrastructure Grant program project. The City Manager is hereby authorized to execute said contract 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 **13th day of July, 2026.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Proposal #05082026-01

WSIG Support Services

TIPS CONTRACT: 230601 Consulting and Other Related Services

From: **Holistic Utility Solutions**
129 S. Main St. Suite 260
Grapevine, TX 76051

Contact: Ira Nicodemus
Phone/Email: 214-384-3819/ ira@HolisticUS.com

To: **Gary Smith, P.E.**
Texarkana Water Utilities
801 Wood St.
Texarkana, TX 75501

Date: June 2, 2026
Project: TWDB WSIG Support Services

Scope of Services

This scope of work is for support in the application for TWDB WSIG grant funding for Construction Ready water supply and infrastructure projects for Texarkana Water Utilities (TWU).

- **Phase I – Project Identification**
  - Review potential construction ready water supply and infrastructure projects
  - Prioritize candidate WSIG-eligible projects based on highest likelihood of award and TWU preference within the maximum grant request
  - Support TWU in gathering required budgetary cost estimates and compiling for submission. (Project cost estimates by others)

- **Phase II – Grant Application Assistance**
  - Assist TWU staff with preparation of application
  - Confirm status of pre-requisites, including:
    - 2025 Water Loss Audit
    - 2025 Financial Audit
    - Water Conservation Plan & annual reports
    - 2023-2025 Water Use Surveys
  - Coordinate with TWU staff and designated consultants to gather required information and finalize application materials for submission to TWDB by the TWU
  - Develop application narratives aligned with TWDB scoring criteria (project benefits, etc.)
  - Support preparation of technical documentation, cost estimates, and supporting exhibits required for WSIG submission
  - Organize application files, track key deadlines, and support review through final submittal

- **Phase III – Grant Administration (following award)**
  - Assist TWU with documentation during grant contracting period (early-2027)
  - Assist the TWU in administering and tracking reporting requirements for WSIG grant, including any contractor and material documentation required by TWDB
  - Attend project update meetings
  - Complete regular site visits as needed to support project documentation and reporting. Travel costs included in fee.
  - Serve as an administrative resource to help the TWU maintain compliance, documentation, and timely reporting throughout the grant period.

Pricing Cost
Fixed fee of **$30,000** for Scope of Services included in Phase I and Phase II only + 2.5% of awarded funds for Phase III scope of services. The fixed fee portion will be due whether or not TWU is awarded funds from TWDB through the WSIG.

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

Project Timeline
Timeline will depend on final guidance from the TWDB, but will complete within the anticipated 120-day period for applications.

Payment Terms
Payment will be made based on an agreed upon Schedule of Values (SOV) to be provided by Holistic Utility Solutions within 30 days of contract award. SOV will outline key milestones and deliverables. Payment terms of within 30-days of receipt of invoice.

This proposal DOES NOT include:

- Engineering design or preparation of signed/sealed engineering documents
- Guarantee of grant award, project savings, or cost of potential solutions
- Providing work outside what is listed
- Taxes/Titles/Bonds

Proposal Acceptance

_____ _____
Signature Date

_____ _____
Printed Name Title

Terms & Conditions

This Proposal is conditioned upon the Terms and Conditions attached hereto (the "Terms"), which are incorporated herein by reference. The Proposal and the Terms together constitute the Contract between the parties. Any purchase order or other document issued by Client shall be for administrative purposes only and shall not modify or supersede the Terms unless expressly agreed to in writing by Consultant.

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

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

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

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

E. LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOSS OF INCOME, PROFITS OR DATA OR DIMINUTION OF VALUE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF, OR HAD REASON TO KNOW OF, THE POSSIBILITY OF SUCH DAMAGES. CLIENT AND CONSULTANT AGREE THAT CONSULTANT'S AGGREGATE LIABILITY TO THE CLIENT AND ALL THIRD PARTIES IN CONNECTION WITH THE SERVICES SHALL BE LIMITED TO GENERAL MONEY DAMAGES NOT TO EXCEED THE TOTAL CONTRACT SUM OF FOUR HUNDRED AND TWENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS [$427,500.00]. . THIS LIMITATION SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION OR LEGAL THEORY PLED OR ASSERTED. THE PARTIES ACKNOWLEDGE THAT THEY HAVE CONSIDERED THE ALLOCATION OF RISK PRESENTED BY THE PROVISIONS OF THIS PARAGRAPH AND THAT THE ALLOCATION IS REASONABLE UNDER ALL FACTS AND CIRCUMSTANCES SURROUNDING THE AGREEMENT.

F. WARRANTY. Consultant warrants that the Services will be performed in a good and workmanlike manner in accordance with prevailing standards and practices applicable to the Services. CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

G. TESTING. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to samples collected in completion of the work and acknowledges that the act of testing may affect, alter or damage the property, terrain, vegetation, and/or building, structures and improvements at, in or upon the site. . Consultant will exercise reasonable efforts to limit such alteration or damage. Consultant shall repair or restore any damage caused by Consultant in the performance of such testing or work on this Project. . Consultant may discard any and all samples immediately following analysis. Client may request, in writing, that any such samples be retained beyond such date, and in such case, Consultant will ship such samples to the location designated by Client, at Client's expense. Consultant may, upon written request, arrange for storage of samples at mutually agreed storage charges. This is the only notice of intention to discard samples that will be given.

H. RELIANCE. No party shall be allowed to use or rely on any report(s) or information generated in the completion of this project until payment in full is made to Consultant for any outstanding invoices related to the Services rendered. Client understands that Services governed by this Agreement are strictly for their sole use and benefit. The parties expressly agree that no third party, including, but not limited to, any heirs, devisees, representatives, successors, assigns, affiliates, and subsidiaries of the parties or any partnership, corporation or other entity controlled by the parties or which control the parties, may rely on or raise any claim relating to the Services or this Agreement. I. **No Waiver of Sovereign Immunity.** Nothing in this Agreement, nor any act or omission of the Utility, City of Texarkana, Texas, City of Texarkana, Arkansas, (or other governmental entity), shall be deemed or construed as a waiver of its sovereign, governmental, or official immunity from suit or liability, which immunity is expressly reserved to the fullest extent permitted by applicable law. The parties acknowledge that no provision of this Agreement is intended to create any rights or remedies against the Utility, City of Texarkana, Texas or City of Texarkana, Arkansas beyond those expressly authorized by law, and any such rights or remedies are subject to all applicable immunities, defenses, and limitations.

J. THIRD-PARTY RELIANCE; Responsibility. Client shall not permit any third party to rely upon this Agreement, the Services, or any reports or deliverables prepared by Consultant without Consultant's prior written consent. Any unauthorized reliance by a third party shall be at Client's sole risk. To the extent permitted by applicable law, Client shall be responsible for claims arising solely from Client's unauthorized provision of Consultant's work product to third parties for reliance purposes. Nothing herein shall be construed as a waiver of any governmental or sovereign immunity to which Client is entitled under applicable law.K. NON-SOLICITATION. Client shall not hire nor solicit for employment any of Consultant's employees for a period of one (1) year subsequent to any services rendered by Consultant for Client. In the event of Client's breach of this covenant, Consultant may seek any and all remedies including but not limited to an injunction; attorney fees and costs to enforce this provision; and monetary damages based upon the employee's previous annual salary and all costs related to training.

L. TERMINATION. This Agreement may only be terminated prior to substantial completion of the services by Consultant, by mutual consent, or by notice by either party in writing. In the event of termination prior to completion of the Services (i) by Client for any reason, or (ii) by Consultant due to the breach of this Agreement by Client, Consultant shall be paid for all services completed up to the date of termination.

M. RESOLUTION OF DISPUTES. This Agreement shall be governed by, subject to, and construed in accordance with the laws of the state of the location of the Project work being performed, without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. With the exception of disputes arising from failure to pay any invoices or fees for services rendered, any claim, controversy, or action arising out of, or related to, this Agreement or the alleged breach thereof, shall be submitted to mandatory non-

binding mediation through a third-party mediator to be agreed upon by the Consultant and the moving party. A "Notice of Mediation" shall be served by any party to commence the mediation process. The service of the Notice of Mediation shall stay the running of the limitations period for a period of 60 days unless a longer or shorter period of time is agreed to by the parties. In the event that the parties cannot reach a resolution through mediation, the parties may proceed to litigate their claims in Court. Any litigation so instituted shall be filed and litigated in the State where the project work in dispute was performed. With the exception of disputes arising from failure to pay invoices or fees for services rendered, each party shall pay the fees of its own attorneys, and the expenses of its witnesses and all other expenses connected with the presentation of its case.

N. CORPORATE PROTECTION. It is intended by the parties to this Agreement that Consultant's services in connection with the project shall not subject Consultant's employees, officers, or directors to any personal legal exposure for risks associated with this project. Therefore, the Client agrees that as Client's sole and exclusive remedy, any claim, demand or action shall be directed and/or asserted only against Consultant, a California corporation, and not against any of Consultant's employees, officers, or directors.

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

P. SEVERABILITY. The provisions of this Agreement are severable. The invalidity of any part of this Agreement shall not invalidate the remainder of the Agreement or the remainder of any portion hereof.

Q. OWNERSHIP. All work performed by Consultant and paid for by Client, including, without limitation, historical research, field data, field notes, laboratory test data, calculations and analyses prepared as instruments of service shall be the property of Client. Consultant may retain a copy of all pertinent records relating to the services performed. Notwithstanding the foregoing, Consultant shall retain all right, title, and interest in and to any pre-existing materials, intellectual property, methodologies, processes, systems, software tools, templates, models, calculations, spreadsheets, workflows, dashboards, analytical platforms, know-how, and other proprietary materials developed by Consultant prior to or independently of this Agreement ("Consultant Materials"). To the extent that any Consultant Materials are incorporated into or required to utilize the work performed under this Agreement, Client's right to access or use such Consultant Materials shall be governed by a separate written license agreement between the parties. No ownership of Consultant Materials is transferred to Client under this Agreement. Consultant shall retain the unrestricted right to use, reuse, and modify its general knowledge, experience, methodologies, processes, and know-how acquired during the performance of the Services for other clients and projects, provided that Consultant does not disclose Client's confidential information. Nothing herein shall be construed to transfer ownership of Consultant's proprietary software systems, analytical platforms, dashboards, or derivative improvements thereto.

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

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

City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:

Mission & Vision		Values
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☐	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☐	Foster Proactive Communication to the Community
	☐	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☒	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture

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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☒	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	

Other:

City of Texarkana, Texas

VII.1

Briefing Sheet

Department: Development Services **Action Officer:** Laura Puckett, Zoning Administrator

Subject: Ordinance No. 2026-096 granting a Specific Use Permit to allow the additional use of a skating rink on an approximate 25.334-acre tract of land (being Tracts 10A5, 10A6, 10B), Block 10A3, Eli Moore HRS, A-401, located at 2729 New Boston Road # 90 (Ward 2). John O'Shoughnessy, owner, and Quinn Jefferson, agent.

Briefing: 7/13/2026 **Public Hearing:** 8/10/2026 **Council Vote:** 8/10/2026

Item Schedule:

Brief once.

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by John O'Shaughnessy, owner, and Quinn Jefferson, agent, for a Specific Use Permit to allow one additional use of a skating rink on an approximate 25.334-acre tract of land (being Tracts 10A5, 10A6, 10B), Block 10A3, Eli Moore HRS, A-401, located at 2729 New Boston Road # 90. This property is multi-tenant facility.

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

The adjacent zoning is General Retail to the north, south, east, and west. The adjacent land use is general retail.

Staff recommends approval of this request. Staff would like to stipulate the following stipulations:

1. That all City codes be met as to permits, setbacks, height and square footage of the signage.
2. That the sign cannot be placed inside of a public right of way or public utility easement.
3. No Trespassing and No Loitering signs must be posted on exterior of business.
4. An adult must sign for responsibility of every minor under the age of 18, in person.

5. The hours of operation are from _____ to 8 PM Monday through Thursday and _____ to 10 PM Friday – Saturday.
6. A licensed security officer must be present when business is open/ occupied after 7 PM.

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

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

Potential Options:

Approved.

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommend for approval with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

July 6, 2026

ORDINANCE NO. 2026-096

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-829 FOR ONE ADDITIONAL USE OF A SKATING RINK ON AN APPROXIMATE 25.344-ACRE TRACT OF LAND (BEING TRACTS 10A5, 10A6, 10B), BLOCK 10A3, ELI MORRE HRS, A-401, LOCATED AT 2729 NEW BOSTON ROAD #90, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow one additional use of a skating rink **on an approximate 25.334-acre tract of land (being Tracts 10A5, 10A6, 10B), Block 10A3, Eli Moore HRS, A-401, located at 2729 New Boston Road # 90,** 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 skating rink** 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-829 to allow one additional use of a skating rink on an approximate 25.334-acre tract of land (being Tracts 10A5, 10A6, 10B), Block 10A3, Eli Moore HRS, A-401, located at 2729 New Boston Road # 90**, in the City of Texarkana, Bowie County, Texas.

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

1. That all City codes be met as to permits, setbacks, height, and square footage of the signage.

2. Signs cannot be placed inside of a public right of way or public utility easement.

3. No Trespassing and No Loitering signs must be posted on exterior of business.

4. An adult must sign for responsibility of every minor under the age of 18, in person.

5. The hours of operation are from _____ to 8 PM Monday through Thursday and _____ to 10 PM Friday – Saturday.

6. A licensed security officer must be present when business is open/ occupied after 7 PM.

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

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

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

PASSED AND APPROVED in Regular Council Session on this the **10th day of August 2026.**

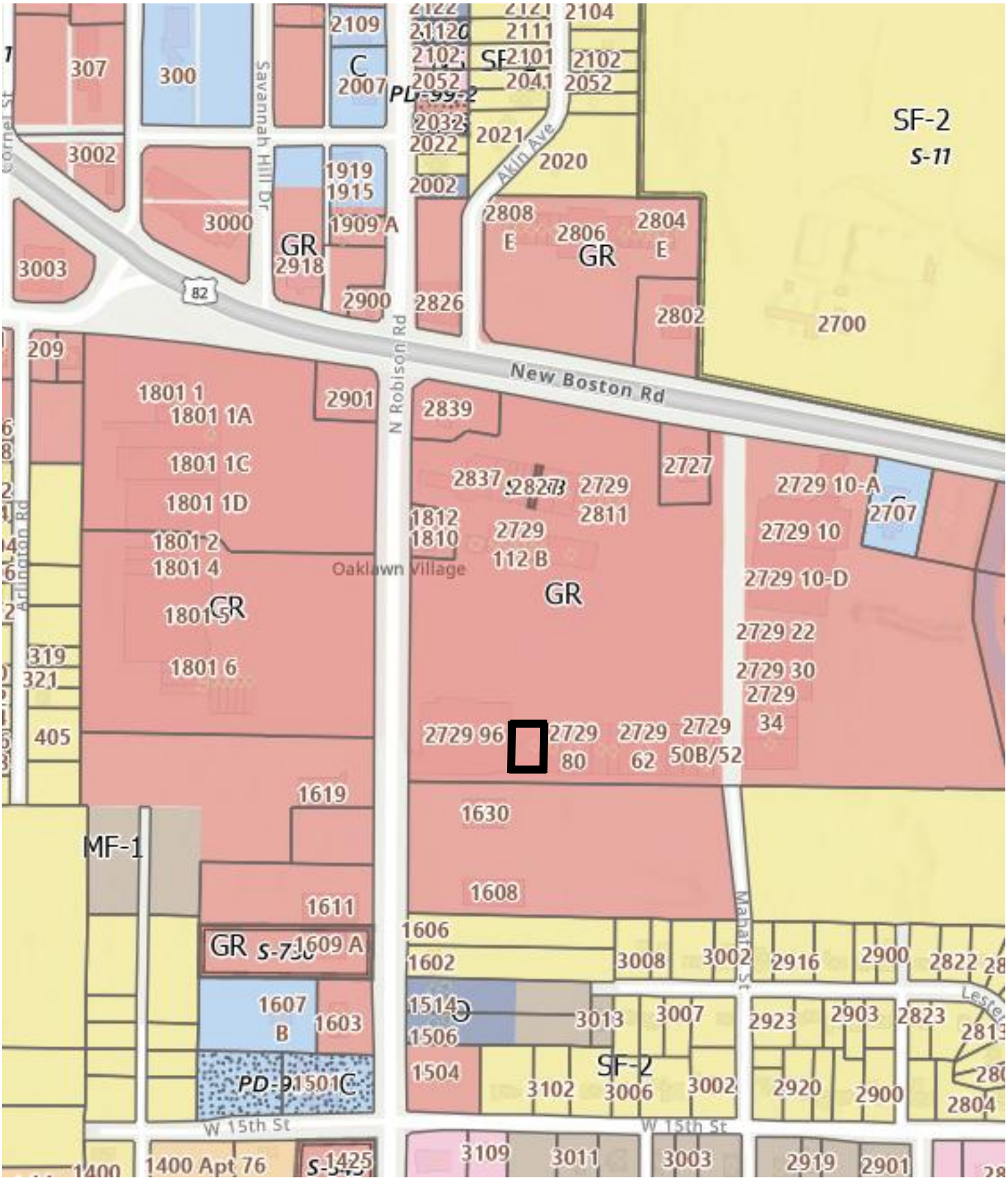
ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

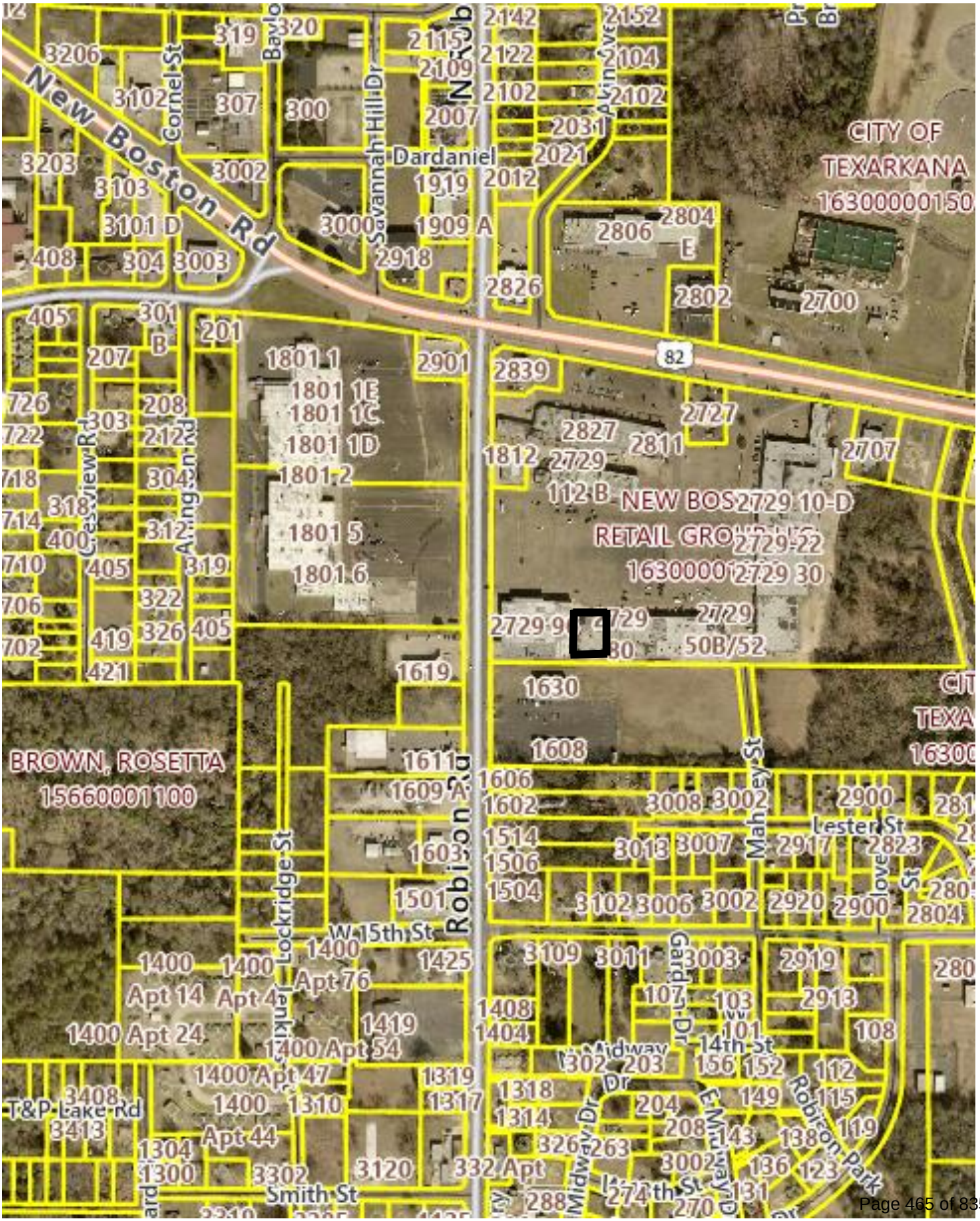
S-829

2729 New Boston Road #90



S-829

2729 New Boston Road #90



City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☐	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☐	Foster Proactive Communication to the Community
	☐	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☐	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture
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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			

City of Texarkana, Texas

VII.2

Briefing Sheet

Department:	Development Services	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2026-125 rezoning on an approximate 2.83-acre tract of land (being Tract 97B), H.S. Janes HRS, A-306, located in the 4200 block of Findley Street (Ward 2) from Single Family-2 to Single Family-3. Stefanie Tardy, owner.		
Briefing:	7/13/2026	**Public Hearing:** 8/10/2026	**Council Vote:** 8/10/2026

Item Schedule:

Brief once.

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Stefanie Tardy, owner, to rezone on an approximate 2.83-acre tract of land (being Tract 97B), H.S. Janes HRS, located in the 4200 block of Findley Street from Single Family-2 to Single Family-3.

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

The adjacent zoning is Single Family-2 to the north, west, and east, Planned Development-General Retail to the south. The adjacent land use is vacant land to the north, west, east, and south.

Staff recommend for approval of this request.

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

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

Potential Options:

Approved.

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommend for approval.

Advisory Board/Committee Meeting Date and Minutes:

July 6, 2026

ORDINANCE NO. 2026-125

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING ON AN APPROXIMATE 2.83-ACRE TRACT OF LAND (BEING TRACT 97b), H.S. JANES HRS, A-306, LOCATED IN THE 4200 BLOCK OF FINDLEY STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-2 TO SINGLE FAMILY-3; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone **on an approximate 2.83-acre tract of land (being Tract 97B), H.S. Janes HRS, A-306 (EXH 'A'), located in the 4200 block of Findley Street** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Single Family-3**; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted five (5) to zero (0) to recommend for approval** of the application for **rezoning from Single Family-2 to Single Family-3 on an approximate 2.83-acre tract of land (being Tract 97B), H.S. Janes HRS, A-306 (EXH 'A'), located in the 4200 block of Findley Street** to the City Council of Texarkana, Texas; and

Whereas, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicants agreed to amend the application from **Single Family-2 to Single Family-3**; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-2 to Single Family-3** is in the best interest of the public health, safety, morals, and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone **on an approximate 2.83-acre tract of land (being Tract 97B), H.S. Janes HRS, A-306 (EXH 'A'),**

located in the 4200 block of Findley Street in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Single Family-3.**

SECTION 2: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

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

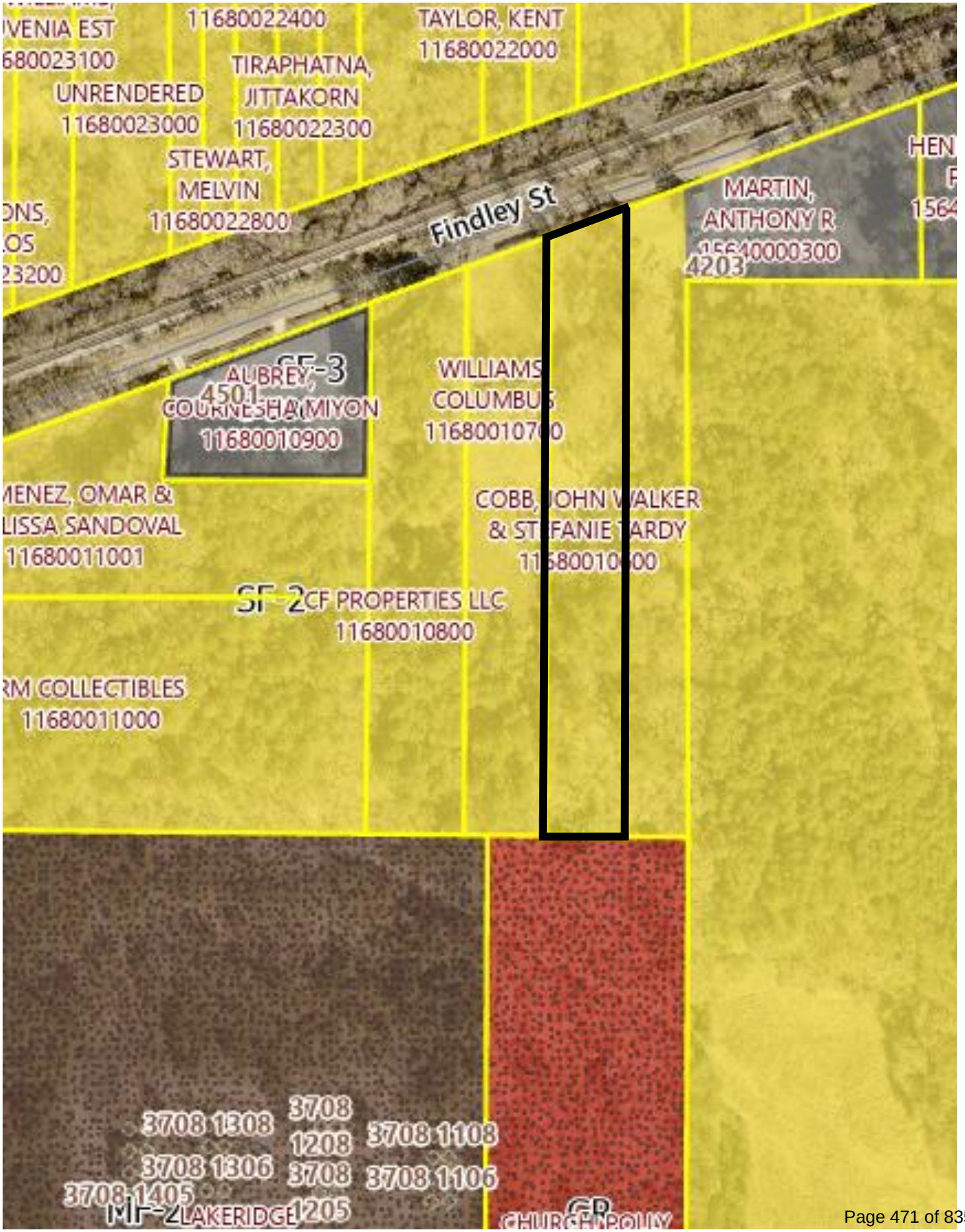
SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **10th day of August 2026.**

ATTEST:

_____	_____
JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

4200 block of Findley Street



Z-26-20

4200 block of Findley Street



City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☐	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☐	Foster Proactive Communication to the Community
	☐	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☐	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture
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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			

City of Texarkana, Texas

VII.3

Briefing Sheet

Department: Development Services **Action Officer:** Laura Puckett, Zoning Administrator

Subject: Ordinance No. 2026-126 granting a Specific Use Permit for the location of a HUD code manufactured home on an approximate 2.83-acre tract of land (being Tract 97B), H.S. Janes HRS, A-306, located in the 4200 block of Findley Street (Ward 2). Stefanie Tardy, owner.

Briefing: 7/13/2026 **Public Hearing:** 8/10/2026 **Council Vote:** 8/10/2026

Item Schedule:

Brief once.

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request from Stefanie Tardy, owner, for a Specific Use Permit to allow the location of a HUD code manufactured home on an approximate 2.83-acre tract of land (being Tract 97B), H.S. Janes HRS, located in the 4200 block of Findley Street. This property is vacant land.

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

The adjacent zoning is Single Family-2 to the north, west, and east, Planned Development-General Retail to the south. The adjacent land use is vacant land to the north, west, east, and south.
Staff recommend approval of this request with the following stipulations:

1. That one 2021 or newer HUD code manufactured home be allowed on this property.
2. That the HUD code manufactured home be tied down/skirted/underpinned.
3. That the HUD code manufactured home be used for dwelling purposes only, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner’s responsibility to renew this permit.
5. If the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting

and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

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

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

Potential Options:

Approved.

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommend for approval with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

July 6, 2026

ORDINANCE NO. 2026-126

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING LOCATION, BOUNDARY, AND USE OF CERTAIN PROPERTY BY THE GRANTING SPECIFIC USE PERMIT NO. S-831 FOR THE LOCATION OF A HUD CODE MANUFACTURED HOME ON AN APPROXIMATE 2.83-ACRE TRACT OF LAND (BEING TRACT 97b), H.S. JANES HRS, A-306, LOCATED IN THE 4200 BLOCK OF FINDLEY STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a HUD code manufactured home **on an approximate 2.83-acre tract of land (being Tract 97B), H.S. Janes HRS, A-306 (EXH 'A'), located in the 4200 block of Findley Street,** in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a HUD code manufactured home** on said property; and

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

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-831 to allow the location of a HUD code manufactured home on an approximate 2.83-acre tract of land (being Tract 97B), H.S. Janes HRS, A-306 (EXH 'A'), located in the 4200 block of Findley Street**, in the City of Texarkana, Bowie County, Texas.

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

1. That one 2021 or newer HUD code manufactured home be allowed on this property.
2. That the HUD code manufactured home be tied down/skirted/underpinned.
3. That the HUD code manufactured home be used for dwelling purposes only and human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

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

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

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

PASSED AND APPROVED in Regular Council Session on this the **10th day of August 2026.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

WARRANTY DEED

DATE: May 12, 2026

GRANTOR: NORMA RICHARDSON

GRANTOR'S MAILING ADDRESS:
Norma Richardson
1176 W Macedonia Road
Texarkana, Texas 75501

GRANTEES: SHAKIA WILLIAMS and CLARENCE WILLIAMS, spouses

GRANTEES' MAILING ADDRESSES:
Shakia Williams and Clarence Williams
112 Riverbend
Texarkana, Texas 75501

PROPERTY (legal description):
.30 Acre, being Lots 8 and 9, Block 8, Red Cut Heights Addition to the City of Texarkana, Bowie County, Texas being that property more particularly described in Volume 1033, Page 233 of the Deed Records of Bowie County, Texas

.15 Acre, being Lot 10, Block 8, Red Cut Heights Addition to the City of Texarkana, Bowie County, Texas being that property more particularly described in Volume 526, Page 732 of the Deed Records of Bowie County, Texas

CONSIDERATION:
This conveyance is made for the following consideration, the receipt and sufficiency of which is acknowledged:

Cash of ten dollars or more and other good and valuable consideration.

RESERVATIONS FROM CONVEYANCE: NONE

EXCEPTIONS TO CONVEYANCE AND WARRANTY:
This conveyance is made subject to the following exceptions:

Liens described or referenced above relating to the Consideration;

Valid and enforceable easements and prescriptive rights of record or which are open and obvious;

Valid and enforceable matters of record, including restrictions, reservations of interest, covenants, conditions, leases (including but not limited to oil, gas and mineral leases), reservations or conveyances of water interests, and any other instruments (other than a conveyance of a fee estate in the surface) affecting the Property;

Standby fees, taxes, and assessments of any taxing authority for the current year and subsequent years; and

Taxes and assessments for prior years of any taxing authority due to a change in land ownership or usage, payment of which Grantees assume and agree to pay.

CONVEYANCE:
For the consideration stated above, the receipt and sufficiency of which is acknowledged, Grantor grants, sells and conveys the Property, together with all and singular any improvements, rights and appurtenances belonging thereto, to Grantees and Grantees' heirs and assigns, TO HAVE AND TO HOLD FOREVER. This conveyance, however, is made subject to all Exceptions and Reservations stated herein.

Grantor assigns to Grantees all funds, if any, on deposit for payment of property taxes and insurance premiums due or coming due against the property.

WARRANTY:
Except for the Reservations and Exceptions stated above, Grantor binds Grantor and Grantor's heirs, executors, and administrators to WARRANT AND FOREVER DEFEND

all and singular title to the Property for the benefit of Grantees and Grantees' heirs, executors and assigns, against any and all claims of every person lawfully claiming or to claim the Property or any part thereof.

DISCLAIMER:
THIS INSTRUMENT WAS PREPARED FROM INFORMATION FURNISHED BY THE PARTIES AND NO EXAMINATION HAS BEEN MADE AND NO OPINION GIVEN BY THE LAW OFFICE PREPARING THIS INSTRUMENT AS TO THE TITLE TO OR THE DESCRIPTION OF THE PROPERTY INVOLVED OR ANY TAX CONSEQUENCES REGARDING THIS TRANSACTION.

Norma Richardson
NORMA RICHARDSON

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF BOWIE §

This instrument was acknowledged before me on May 12, 2026, by NORMA RICHARDSON.

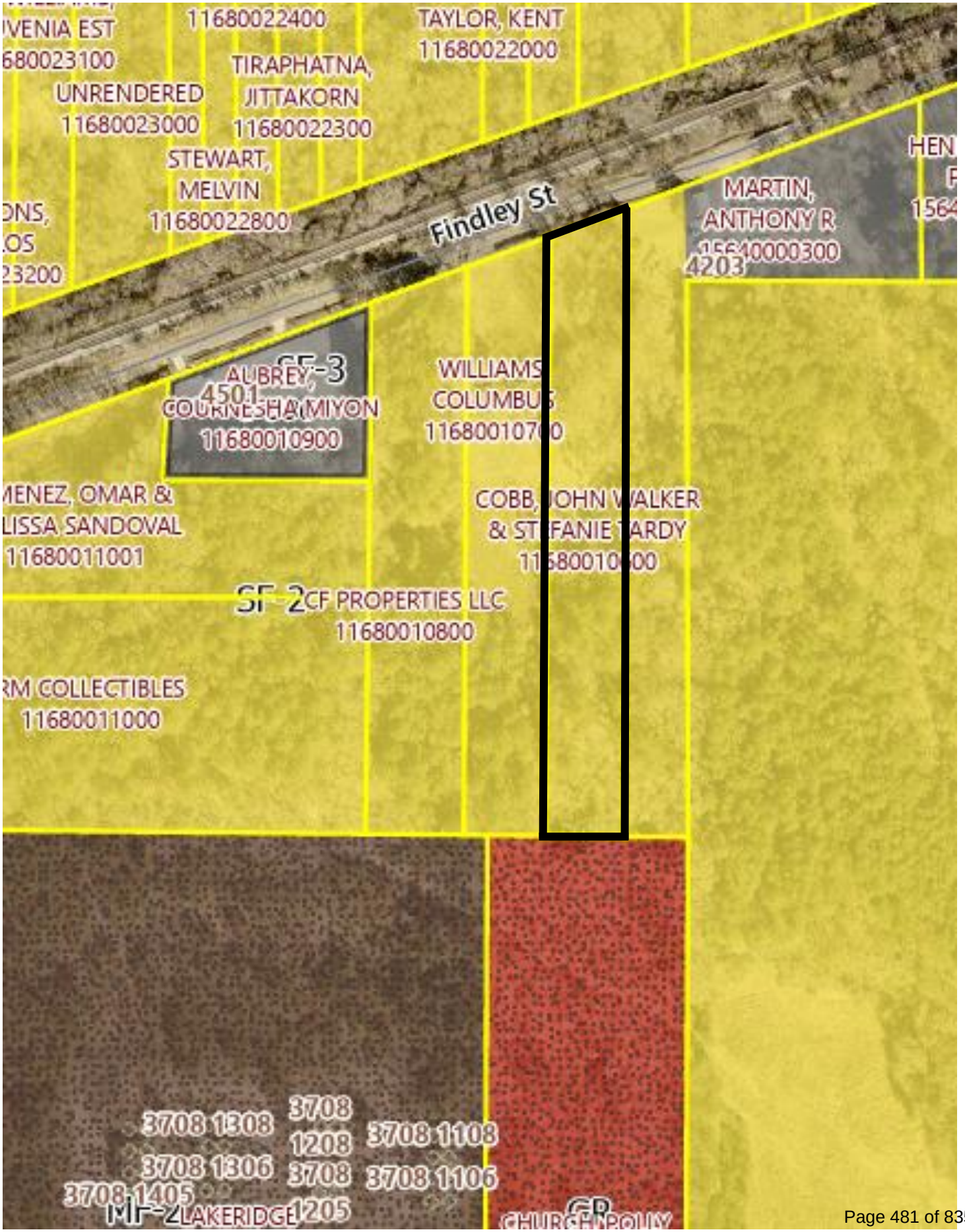
STEPHEN C THOMPSON
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 09/11/27
NOTARY ID 3717696

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
THE GLASS FIRM, PLLC
Nick C. Newton
5501 Plaza Drive
Texarkana, Texas 75503

AFTER RECORDING, RETURN TO:
Shakia and Clarence Williams
112 Riverbend
Texarkana, Texas 75501

4200 block of Findley Street



4200 block of Findley Street



City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☐	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☐	Foster Proactive Communication to the Community
	☐	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☐	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture
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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			

City of Texarkana, Texas

VII.4

Briefing Sheet

Department: Development Services **Action Officer:** Laura Puckett, Zoning Administrator

Subject: Ordinance No. 2026-127 rezoning on Lots 8-10, Block 8, Red Cut Heights, located at 2506 Liggett Street (Ward 1) from Single Family-2 to Single Family-3. Shakia Williams, owner.

Briefing: 7/13/2026 **Public Hearing:** 8/10/2026 **Council Vote:** 8/10/2026

Item Schedule:

Brief once.

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Shakia Williams, owner, to rezone on Lots 8-10, Block 8, Red Cut Heights, located at 2506 Liggett Street from Single Family-2 to Single Family-3.

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

The adjacent zoning is Single Family-3 to the north, single Family-2 to the west, east, and south. The adjacent land use is mobile home to the north, and vacant land to the east, and residence to the west and south.

Staff recommend for approval of this request.

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

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

Potential Options:

Approved.

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommend for approval.

Advisory Board/Committee Meeting Date and Minutes:

July 6, 2026

ORDINANCE NO. 2026-127

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING LOCATION, BOUNDARY, AND USE OF CERTAIN PROPERTY BY THE GRANTING SPECIFIC USE PERMIT NO. S-831 FOR THE LOCATION OF A HUD CODE MANUFACTURED HOME ON AN APPROXIMATE 2.83-ACRE TRACT OF LAND (BEING TRACT 97b), H.S. JANES HRS, A-306, LOCATED IN THE 4200 BLOCK OF FINDLEY STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a HUD code manufactured home **on an approximate 2.83-acre tract of land (being Tract 97B), H.S. Janes HRS, A-306 (EXH 'A'), located in the 4200 block of Findley Street,** in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a HUD code manufactured home** on said property; and

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

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-831 to allow the location of a HUD code manufactured home on an approximate 2.83-acre tract of land (being Tract 97B), H.S. Janes HRS, A-306 (EXH 'A'), located in the 4200 block of Findley Street**, in the City of Texarkana, Bowie County, Texas.

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

1. That one 2021 or newer HUD code manufactured home be allowed on this property.
2. That the HUD code manufactured home be tied down/skirted/underpinned.
3. That the HUD code manufactured home be used for dwelling purposes only and human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

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

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

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

PASSED AND APPROVED in Regular Council Session on this the **10th day of August 2026.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

WARRANTY DEED

DATE: May 12, 2026

GRANTOR: NORMA RICHARDSON

GRANTOR'S MAILING ADDRESS:
Norma Richardson
1176 W Macedonia Road
Texarkana, Texas 75501

GRANTEES: SHAKIA WILLIAMS and CLARENCE WILLIAMS, spouses

GRANTEES' MAILING ADDRESSES:
Shakia Williams and Clarence Williams
112 Riverbend
Texarkana, Texas 75501

PROPERTY (legal description):
.30 Acre, being Lots 8 and 9, Block 8, Red Cut Heights Addition to the City of Texarkana, Bowie County, Texas being that property more particularly described in Volume 1033, Page 233 of the Deed Records of Bowie County, Texas

.15 Acre, being Lot 10, Block 8, Red Cut Heights Addition to the City of Texarkana, Bowie County, Texas being that property more particularly described in Volume 526, Page 732 of the Deed Records of Bowie County, Texas

CONSIDERATION:
This conveyance is made for the following consideration, the receipt and sufficiency of which is acknowledged:

Cash of ten dollars or more and other good and valuable consideration.

RESERVATIONS FROM CONVEYANCE: NONE

EXCEPTIONS TO CONVEYANCE AND WARRANTY:
This conveyance is made subject to the following exceptions:

Liens described or referenced above relating to the Consideration;

Valid and enforceable easements and prescriptive rights of record or which are open and obvious;

Valid and enforceable matters of record, including restrictions, reservations of interest, covenants, conditions, leases (including but not limited to oil, gas and mineral leases), reservations or conveyances of water interests, and any other instruments (other than a conveyance of a fee estate in the surface) affecting the Property;

Standby fees, taxes, and assessments of any taxing authority for the current year and subsequent years; and

Taxes and assessments for prior years of any taxing authority due to a change in land ownership or usage, payment of which Grantees assume and agree to pay.

CONVEYANCE:
For the consideration stated above, the receipt and sufficiency of which is acknowledged, Grantor grants, sells and conveys the Property, together with all and singular any improvements, rights and appurtenances belonging thereto, to Grantees and Grantees' heirs and assigns, TO HAVE AND TO HOLD FOREVER. This conveyance, however, is made subject to all Exceptions and Reservations stated herein.

Grantor assigns to Grantees all funds, if any, on deposit for payment of property taxes and insurance premiums due or coming due against the property.

WARRANTY:
Except for the Reservations and Exceptions stated above, Grantor binds Grantor and Grantor's heirs, executors, and administrators to WARRANT AND FOREVER DEFEND

all and singular title to the Property for the benefit of Grantees and Grantees' heirs, executors and assigns, against any and all claims of every person lawfully claiming or to claim the Property or any part thereof.

DISCLAIMER:
THIS INSTRUMENT WAS PREPARED FROM INFORMATION FURNISHED BY THE PARTIES AND NO EXAMINATION HAS BEEN MADE AND NO OPINION GIVEN BY THE LAW OFFICE PREPARING THIS INSTRUMENT AS TO THE TITLE TO OR THE DESCRIPTION OF THE PROPERTY INVOLVED OR ANY TAX CONSEQUENCES REGARDING THIS TRANSACTION.

Norma Richardson
NORMA RICHARDSON

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF BOWIE §

This instrument was acknowledged before me on May 12, 2026, by NORMA RICHARDSON.

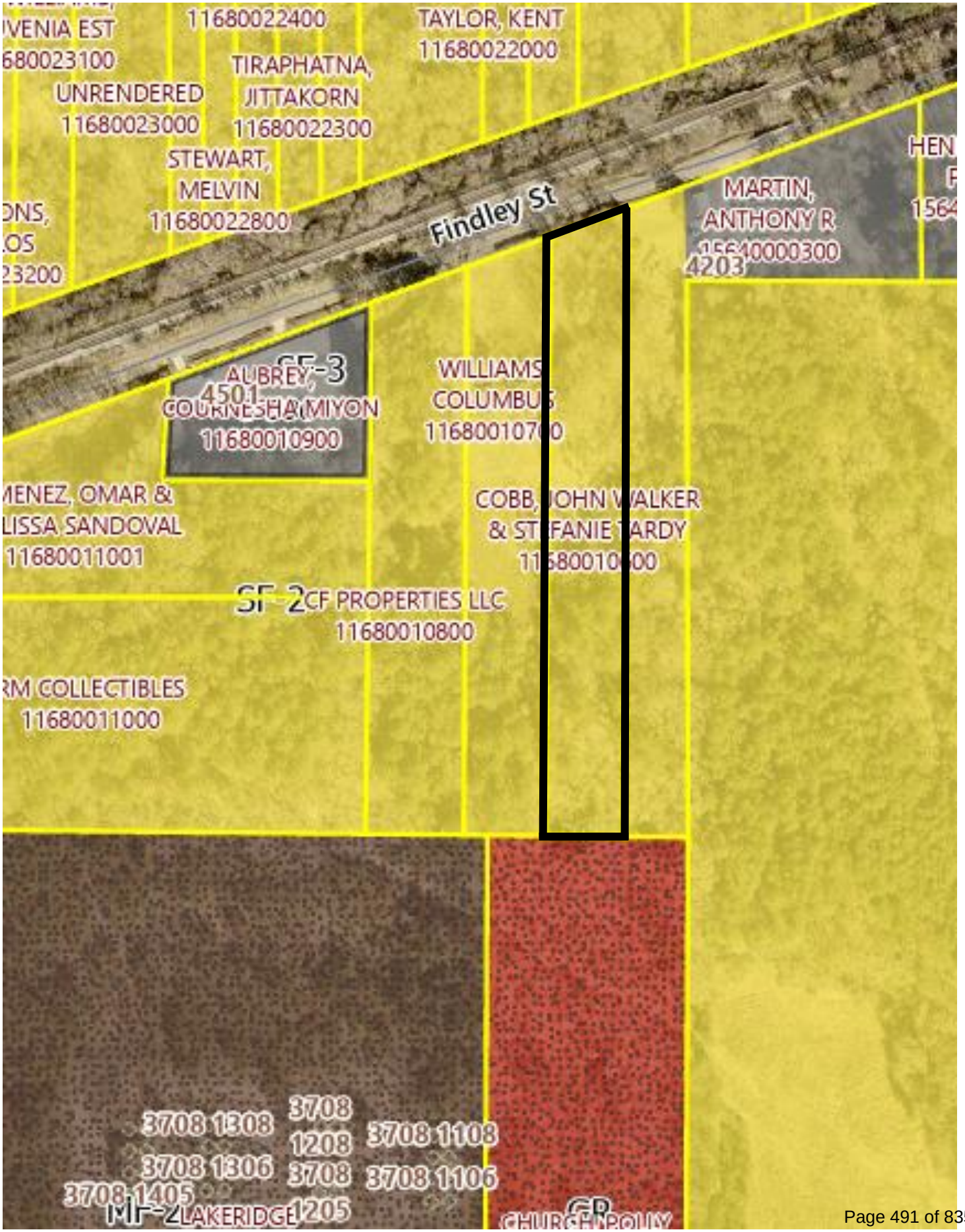
STEPHEN C THOMPSON
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 09/11/27
NOTARY ID 3717696

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
THE GLASS FIRM, PLLC
Nick C. Newton
5501 Plaza Drive
Texarkana, Texas 75503

AFTER RECORDING, RETURN TO:
Shakia and Clarence Williams
112 Riverbend
Texarkana, Texas 75501

4200 block of Findley Street



4200 block of Findley Street



City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☐	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☐	Foster Proactive Communication to the Community
	☐	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☐	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture
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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			

City of Texarkana, Texas

VII.5

Briefing Sheet

Department: Development Services **Action Officer:** Laura Puckett, Zoning Administrator

Subject: Ordinance No. 2026-128 granting a Specific Use Permit for the location of a HUD code manufactured home on Lots 8-10, Block 8, Red Cut Heights, located at 2506 Liggett Street (Ward 1). Shakia Williams, owner.

Briefing: 7/13/2026 **Public Hearing:** 8/10/2026 **Council Vote:** 8/10/2026

Item Schedule:

Brief once.

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request from Shakia Williams, owner, for a Specific Use Permit to allow the location of a HUD code manufactured home on Lots 8-10, Block 8, Red Cut Heights, located at 2506 Liggett Street. This property is vacant land.

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

The adjacent zoning is Single Family-3 to the north, single Family-2 to the west, east, and south. The adjacent land use is mobile home to the north, and vacant land to the east, and residence to the west and south.

Staff recommend approval of this request with the following stipulations:

1. That one 2021 or newer HUD code manufactured home be allowed on this property.
2. That the HUD code manufactured home be tied down/skirted/underpinned.
3. That the HUD code manufactured home be used for dwelling purposes only, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner’s responsibility to renew this permit.
5. If the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

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

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

Potential Options:

Approved.

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommend for approval with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

July 6, 2026

ORDINANCE NO. 2026-128

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING LOCATION, BOUNDARY, AND USE OF CERTAIN PROPERTY BY THE GRANTING SPECIFIC USE PERMIT NO. S-832 FOR THE LOCATION OF A HUD CODE MANUFACTURED HOME ON LOTS 8-10, BLOCK 8, RED CUT HEIGHTS, LOCATED AT 2506 LIGGETT STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a HUD code manufactured home **on Lots 8-10, Block 8, Red Cut Heights, located at 2506 Liggett Street,** in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a HUD code manufactured home** on said property; and

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

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-832 to allow the location of a HUD code manufactured home on Lots 8-10, Block 8, Red Cut Heights, located at 2506 Liggett Street**, in the City of Texarkana, Bowie County, Texas.

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

1. That one 2021 or newer HUD code manufactured home be allowed on this property.

2. That the HUD code manufactured home be tied down/skirted/underpinned.
3. That the HUD code manufactured home be used for dwelling purposes only and human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

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

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

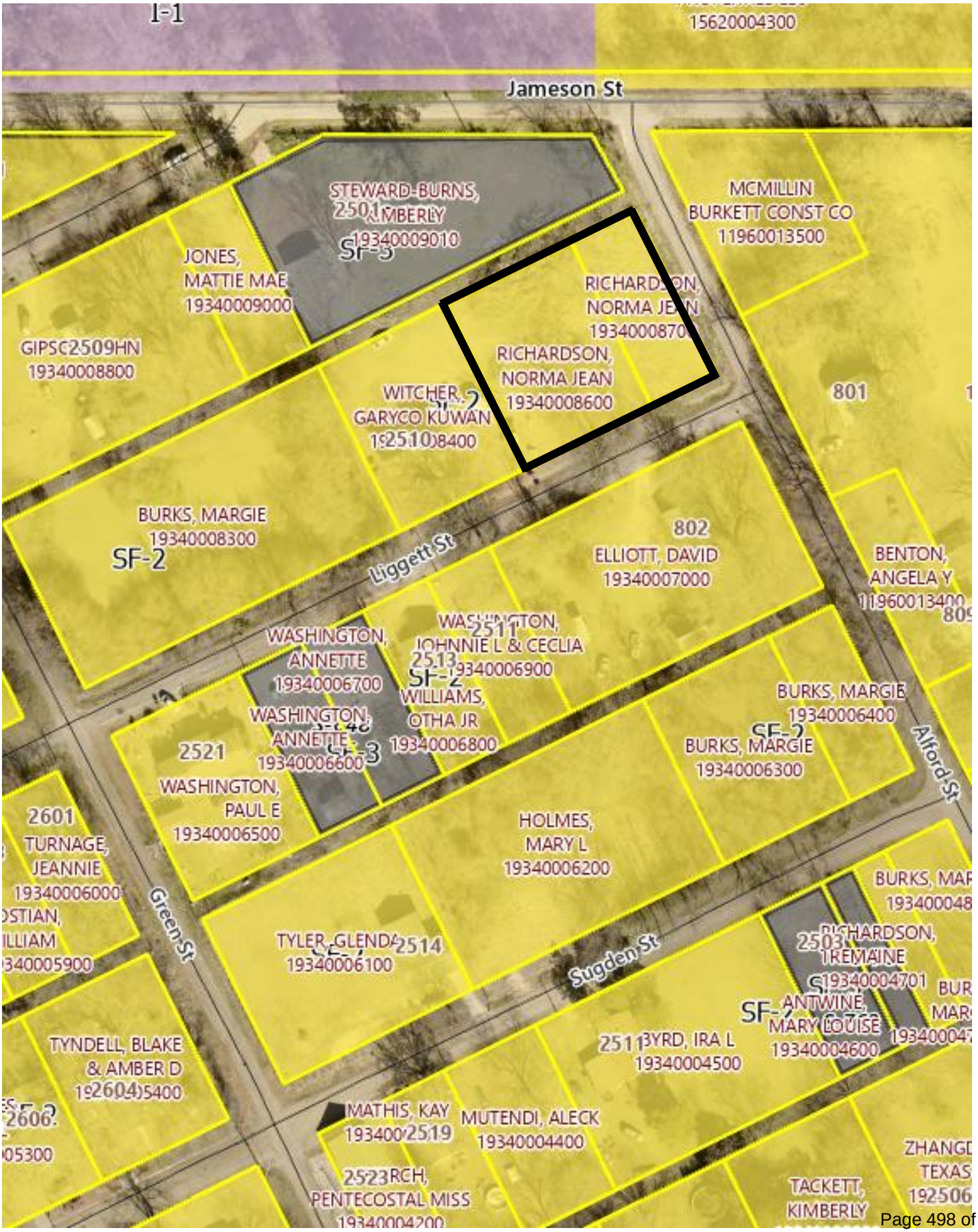
SECTION 5: That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **10th day of August 2026.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR


I-1
15620004300
Jameson St
STEWARD-BURNS, KIMBERLY
19340009010
SF-3
2501
MCMILLIN BURKETT CONST CO
11960013500
JONES, MATTIE MAE
19340009000
RICHARDSON, NORMA JEAN
19340008700
GIPSC2509HN
19340008800
RICHARDSON, NORMA JEAN
19340008600
801
WITCHER, GARYCO KUWAN
19340008400
2510
BURKS, MARGIE
19340008300
SF-2
Liggett St
802
ELLIOTT, DAVID
19340007000
BENTON, ANGELA Y
11960013400
WASHINGTON, ANNETTE
19340006700
WASHINGTON, JOHNNIE L & CECLIA
19340006900
2511
2513
WILLIAMS, OTHA JR
19340006800
BURKS, MARGIE
19340006400
WASHINGTON, ANNETTE
19340006600
2521
BURKS, MARGIE
19340006300
Alford St
WASHINGTON, PAUL E
19340006500
2601
TURNAGE, JEANNIE
19340006000
HOLMES, MARY L
19340006200
Green St
TYLER, GLENDA
19340006100
2514
Sugden St
RICHARDSON, TREMAINE
19340004701
ANTWINE, MARY LOUISE
19340004600
TYNDELL, BLAKE & AMBER D
19340005400
2604
2511
BYRD, IRA L
19340004500
MATHIS, KAY
19340005300
2519
MUTENDI, ALECK
19340004400
2523
RCH, PENTECOSTAL MISS
19340004200
TACKETT, KIMBERLY


15620004300
Jameson St
STEWARD-BURNS, KIMBERLY
19340009010
MCMILLIN BURKETT CONST CO
11960013500
JONES, MATTIE MAE
19340009000
RICHARDSON, NORMA JEAN
19340008700
RICHARDSON, NORMA JEAN
19340008600
2509
19340008800
WITCHER, GARYCO KUWAN
2510
19340008400
801
BURKS, MARGIE
19340008300
Liggett St
802
ELLIOTT, DAVID
19340007000
BENTON, ANGELA Y
11960013400
809
WASHINGTON, ANNETTE
19340006700
WASHINGTON, JOHNNIE L & CECLIA
2511
2513
19340006900
WILLIAMS, OTHA JR
19340006800
BURKS, MARGIE
19340006400
WASHINGTON, ANNETTE
19340006600
2521
BURKS, MARGIE
19340006300
Alford St
WASHINGTON, PAUL E
19340006500
HOLMES, MARY L
19340006200
Green St
TYLER, GLENDA
2514
19340006100
Sugden St
BURKS, MARGI
19340004800
2503
IREMAINE
19340004701
ANTWINE, MARY LOUISE
19340004600
BURKS MARGIE
19340004700
TYNDELL, BLAKE & AMBER D
2511
BYRD, IRA L
19340004500
MATHIS, KAY
MUTENDI, ALECK

City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☐	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☐	Foster Proactive Communication to the Community
	☐	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☐	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture
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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			

City of Texarkana, Texas

VII.6

Briefing Sheet

Department: Development Services **Action Officer:** Laura Puckett, Zoning Administrator

Subject: Ordinance No. 2026-129 granting a Specific User Permit to allow the one additional use of an electrical substation on an approximate 3-acre tract of land (being Tracts 63A & 63B), J.A. Talbot HRS, A-564, located in the 5700 block of Gin Road (Ward 5). Molly Crowe, AEP/Southwestern Electric Power Company, owner, and William Sellard, TTL USA, agent.

Briefing: 7/13/2026 **Public Hearing:** 8/10/2026 **Council Vote:** 8/10/2026

Item Schedule:

Brief once.

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request from Molly Crowe, AEP/Southwestern Electric Power Company, owner, and William Sellard, TTL USA, agent, for a Specific Use Permit to allow the one additional use of an electrical substation on an approximate 3-acre tract of land (being Tracts 63A & 63B), J.A. Talbot HRS, A-564, located in the 5700 block of Gin Road. This property is vacant land.
The Future Land Use Map has designated this property as “Neighborhood Retail”.

The adjacent zoning is Single Family-1 north, east, and west and Office south. The adjacent land use is vacant land east, residential west, and vacant land east and south.
Staff recommend approval of this request with the following stipulations:

1. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.
2. The is to be fenced from the public.

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

The applicant should also be aware that if this zoning change is approved, all other applicable city code/ordinance requirements must be met including but not limited to building codes,

setbacks, subdivision, fire, parking, drainage, water and sewer prior to the issuance of building permits.

Potential Options:

Approved.

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this reqest with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommend for approval with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

July 6, 2026

ORDINANCE NO. 2026-129

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING LOCATION, BOUNDARY, AND USE OF CERTAIN PROPERTY BY THE GRANTING SPECIFIC USE PERMIT NO. S-833 FOR THE ONE ADDITIONAL USE OF AN ELECTRICAL SUBSTATION ON AN APPROXIMATE 3-ACRE TRACT OF LAND (BEING TRACTS 63A & 63B), J.A. TALBOT HRS, A-564, LOCATED IN THE 5700 BLOCK OF GIN 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 the one additional use of an electrical substation **on an approximate 3-acre tract of land (being Tracts 63A & 63B), J.A. Talbot HRS, A-564 (EXH 'A'), located in the 5700 block of Gin 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 the one additional use of an electrical substation** 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-833 to allow the one additional use of an electrical substation on an approximate 3-acre tract of land (being Tracts 63A & 63B), J.A. Talbot HRS, A-564 (EXH 'A'), located in the 5700 block of Gin Road**, in the City of Texarkana, Bowie County, Texas.

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

1. That one 2021 or newer HUD code manufactured home be allowed on this property.
2. That the HUD code manufactured home be tied down/skirted/underpinned.
3. That the HUD code manufactured home be used for dwelling purposes only and human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

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

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

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

PASSED AND APPROVED in Regular Council Session on this the **10th day of August 2026.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

5700 block of Gin Road

SCHEDULE A TITLE COMMITMENT DESCRIPTION

BEING a 1.081 acre tract of land in the J.A. Talbot Survey Abstract 564, Bowie County, Texas, being a portion of a tract of land deeded to Josh R. Morriss, Jr. Family 4/5 interest, recorded in Volume 2772, Page 166; Thomas H. Arnold 1/10 interest, recorded in Volume 6120, Page 299; and Thomas Conor Stilwell & Meagan Rachel Stilwell Ingersoll 1/10 interest, recorded as Instrument No. 2022-00001331, all in the Bowie County Deed Records; same being more particularly described by metes and bounds as follows (bearings are based on the Texas North Central State Plane Coordinate System, NAD 83);

COMMENCING at Set Mag Nail w/shiner marked PSLS in the center of Gin Road;

THENCE North 73° 38' 49" East, a distance of 49.44 feet to a Set 5/8 inch Iron Rod with Cap marked PSLS for the **POINT OF BEGINNING**;

THENCE North 73° 38' 49" East a distance of 259.61 feet to a Number 5 Rebar;

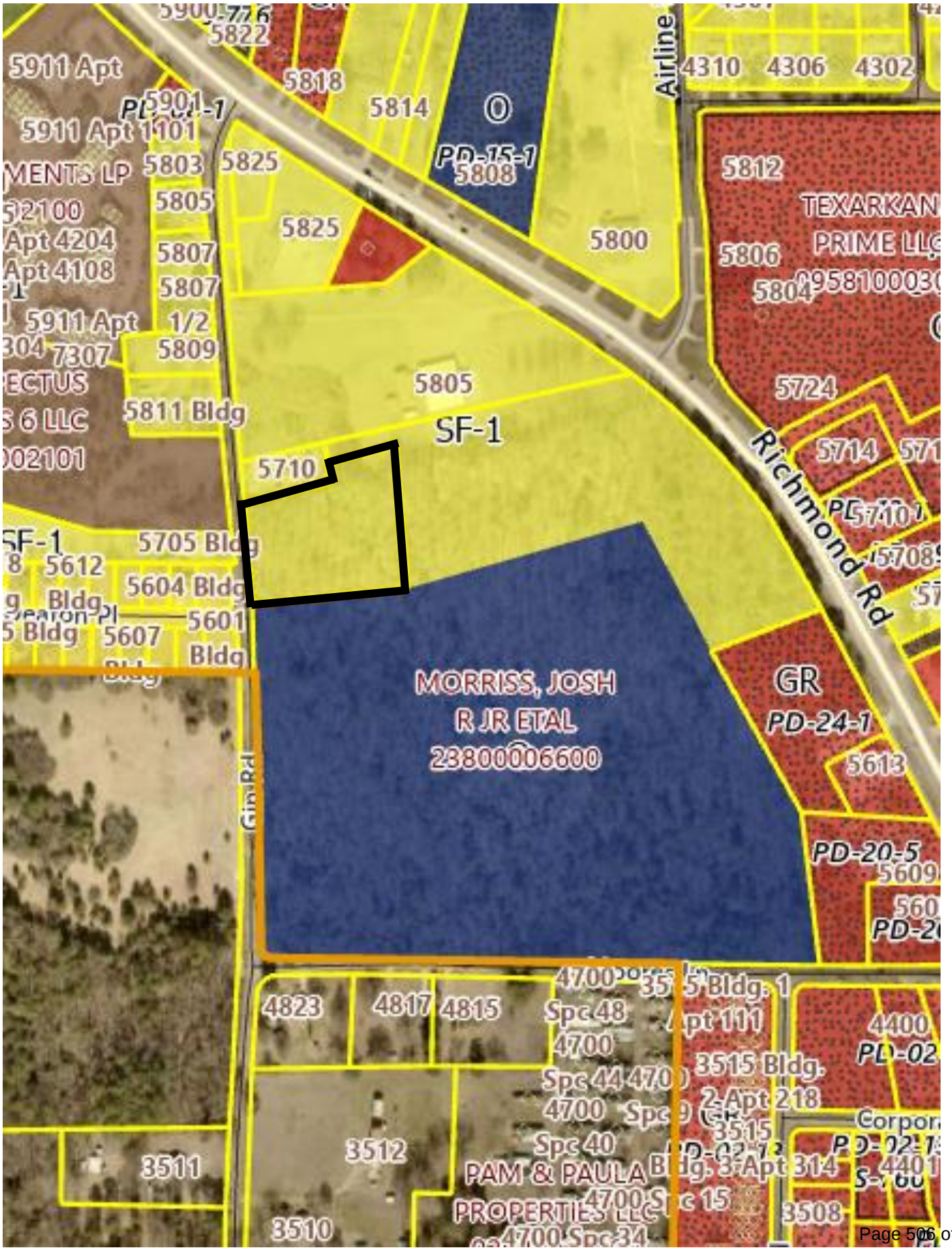
THENCE North 07° 13' 34" West a distance of 314.15 feet to a Set 5/8 inch Iron Rod with Cap marked PSLS;

THENCE North 73° 47' 09" East a distance of 116.20 feet to a Set 5/8 inch Iron Rod with Cap marked PSLS;

THENCE South 07° 13' 34" East a distance of 373.48 feet to a Set 5/8 inch Iron Rod with Cap marked PSLS; and

THENCE South 82° 46' 26" West a distance of 371.10 feet to the **POINT OF BEGINNING** containing 1.081 acres of land.

5700 block of Gin Road



S-833

5700 block of Gin Road



PROPERTY ZONED SF-1

EXISTING STATION

PROPERTY ZONED SF-1

N73° 28' 34.31"E 116.53'

N74° 18' 55.32"E 66.52'

N16° 17' 00.00"W 90.00'

N73° 36' 42.20"E 250.31'

PROPOSED 12" R.C.P. CULVERT

171.88' - PAD EDGE

71.88' - PAD EDGE

15.00' - PAD EDGE

4" FRENCH DRAIN OUTFALL

233.37' - PAD EDGE

180.00' - PAD EDGE

SUBSTATION PAD

242.00' - PAD EDGE

S7° 13' 27.54"E 373.49'

24.00'

DRIVEWAY "A"

24.00'

DRIVEWAY "B"

15.00' - PAD EDGE

PROPOSED 18" R.C.P. CULVERT

N7° 14' 58.00"W 263.23'

GIN ROAD

PROPERTY ZONED SF-1

EX. FIRE HYDRANT

DEATON PLACE

S73° 28' 57.11"W 49.53'

S82° 46' 39.58"W 371.05'

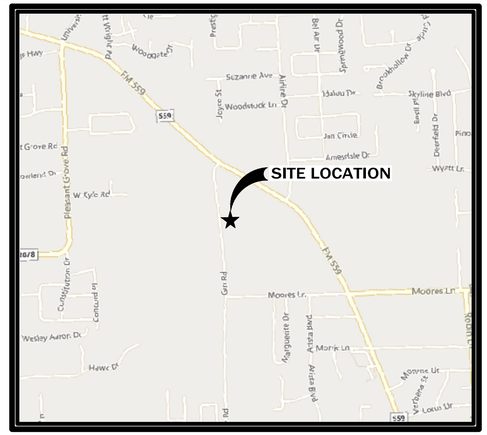
24.00'

ACCESS DRIVE

VARIABLE WIDTH ACCESS EASEMENT

PROPERTY ZONED "O"

PROPERTY ZONED SF-1



SITE LOCATION MAP
N.T.S.

0 20' 40'
SCALE IN FEET

LEGEND:

- PROPERTY LINE
- EXISTING ASPHALT PAVEMENT
- EXISTING EDGE OF GRAVEL DRIVE
- EXISTING ROAD CENTERLINE
- EXISTING WIRE FENCE
- EXISTING OVERHEAD ELECTRIC LINES
- EXISTING GAS LINES
- EXISTING WATER LINES
- EXISTING POWER POLE
- EXISTING TELEPHONE PEDESTAL
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- STATION FENCE
- 9" FLEXIBLE BASE WITH GEOGRID (DRIVEWAYS)
- 9" FLEXIBLE BASE (SUBSTATION PAD)
- FLEXIBLE GROWTH MEDIUM

FOR PERMITTING PURPOSES ONLY

OLD DWG:	REV:	STD DWG:	REV:

"THIS DRAWING IS THE PROPERTY OF AMERICAN ELECTRIC POWER AND IS LOANED UPON CONDITION THAT IT IS NOT TO BE COPIED OR REPRODUCED, IN WHOLE OR IN PART, OR USED FOR FURNISHING INFORMATION TO ANY PERSON WITHOUT THE WRITTEN CONSENT OF AMERICAN ELECTRIC POWER, OR FOR ANY PURPOSE DETRIMENTAL TO THEIR INTEREST, AND IS TO BE RETURNED UPON REQUEST"
1 RIVERSIDE PLAZA COLUMBUS, OH 43215

AEP TEXAS

RICHMOND ROAD STATION NO. 910

TEXARKANA TEXAS

SITE PLAN

D-STATION

SCALE: SEE PLAN	VOLTAGE: 69kv
INTERNAL REF:	DWG: SP-1 REV: V

ENERGY DELIVERY

AEP D (24 x 36)

BY: WILLIAM.SELLARD
AT: 4:05 PM
PLOTTED DATE: 15.06.2026

City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☐	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☐	Foster Proactive Communication to the Community
	☐	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☐	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture
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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			

City of Texarkana, Texas

VII.7

Briefing Sheet

Department: Development Services **Action Officer:** Laura Puckett, Zoning Administrator

Subject: Ordinance No. 2026-130 amending PD-23-4 for site plan approval on an approximate 22.73-acre tract of land (being Tracts 11, 11A, 12, 12A) H.S. Janes HRS, A-306, located at 1047 Terry Street (Ward 2). Zachary Mowery, Resortments Representative, owner.

Briefing: 7/13/2026 **Public Hearing:** 8/10/2026 **Council Vote:** 8/10/2026

Item Schedule:

Brief once.

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is an amended request by Zac Mowery, a representative for Resortments, owner, for site plan approval on an approximate 22.73-acre tract of land (being Tracts 11, 11A, 12, 12A) H.S. Janes HRS, A-306, located at 1047 Terry Street. The current zoning is Planned Development-Multiple Family-2.

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

The adjacent zoning is Agriculture north and east, outside the city limits west, and Industrial-1 south. The adjacent land use is lumber yard north and church east, outside city limits west, vacant lot south.

The site plan consists of the following:

1. The construction of 17 building total in Phase 1.
2. The access driveway will be off Terry Street.
3. Any access driveway from S Bishop must be submitted to TxDOT for approval.
4. There will be 370 parking spaces.
5. Screened dumpster site.
6. Wall/fence entrance sign.
7. Fire hydrants not shown on the plans. Hydrants shall be provided so that all portions of the exterior of each building are within 400 feet of hose lay distance from an approved fire hydrant, as measured along an approved fire apparatus access route.

8. Dedicated fire lanes, including all dimensions and turning radii.
9. A secondary means of access will also be required.
10. The development must comply with all applicable codes and ordinances, including subdivision, drainage/stormwater, floodplain, and any other relevant requirements.
11. Reapply for a new building permit and review for this development.
12. A parking variance was granted for the first submittal of 1.5 spaces per unit and that is what they show here.
13. A separate fire apparatus access is required regardless of sprinkling when there are over 200 units in this multifamily dwelling complex.
14. There is an 8in water main along Terry Street on the North Side of roadway. The main is in the Northeast corner of the property.
15. There is an 8in water main along the East Side of the property located on the adjacent lot.
16. There is an 8in sewer main and manhole located along the Northeast corner of the property.
17. Although this is not a Civil Review, please note that when civil plans are submitted, details and flows of the proposed lift station will need to be submitted to determine sewer availability.
18. The Utility reserves the right to request additional utility easements upon review of the plans.
19. The Utility has no objections to the site plan location.

Staff recommend for approval of the site plan with stipulations.
The applicant should also be aware that if this site plan approval item is approved, all other applicable city code/ordinance requirements must be met including but not limited to building codes, setbacks, subdivision, fire, parking, drainage, water, and sewer prior to the issuance of building permits.

Potential Options:

Approved.

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommend for approval.

Advisory Board/Committee Meeting Date and Minutes:

July 6, 2026

ORDINANCE NO. 2026-130

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-23-4(PD-MF-2) FOR SITE PLAN APPROVAL ON AN APPROXIMATE 25.169-ACRE TRACT OF LAND (BEING TRACT 95), J.S. JANES HRS, A-306, LOCATED AT 1047 TERRY STREET (S BISHOP, SOUTH OF TERRY 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 requesting the approval of a **site plan (EXH 'A') on an approximate 25.169-acre of land (being Tract 95), J.S. Janes HRS, A-306 (EXH 'B'), located at 1047 Terry Street (South Bishop, South of Terry Street)** in the City of Texarkana, Bowie County, Texas; and

WHEREAS the subject property is zoned Planned Development-Multiple Family-2[PD-23-4(MF-2)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-23-4(MF-2); and

WHEREAS the proposed use is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-Multiple Family-2; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of 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 25.169-acre of land (being Tract 95), J.S. Janes HRS, A-306 (EXH 'B'), located at 1047 Terry Street (South Bishop, South of Terry Street)** in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and

hereby amends PD-23-4(MF-2).

SECTION 2: PD-23-4(MF-2) is hereby amended by approval of the site plan (**Exhibit 'A'**), incorporated herein by reference for all purposes and includes the following:

1. The construction of 17 building total in Phase 1.
2. The access driveway will be off Terry Street.
3. Any access driveway from S Bishop must be submitted to TxDOT for approval.
4. There will be 370 parking spaces.
5. Screened dumpster site.
6. Wall/fence entrance sign.
7. Fire hydrants not shown on the plans. Hydrants shall be provided so that all portions of the exterior of each building are within 400 feet of hose lay distance from an approved fire hydrant, as measured along an approved fire apparatus access route.
8. Dedicated fire lanes, including all dimensions and turning radii.
9. A secondary means of access will also be required.
10. The development must comply with all applicable codes and ordinances, including subdivision, drainage/stormwater, floodplain, and any other relevant requirements.
11. Reapply for a new building permit and review for this development.
12. A parking variance was granted for the first submittal of 1.5 spaces per unit and that is what they show here.
13. A separate fire apparatus access is required regardless of sprinkling when there are over 200 units in this multifamily dwelling complex.
14. There is an 8in water main along Terry Street on the North Side of roadway. The main is in the Northeast corner of the property.
15. There is an 8in water main along the East Side of the property located on the adjacent lot.
16. There is an 8in sewer main and manhole located along the Northeast corner of the property.
17. Although this is not a Civil Review, please note that when civil plans are submitted, details and flows of the proposed lift station will need to be submitted to determine sewer availability.
18. The Utility reserves the right to request additional utility easements upon review of the plans.
19. The Utility has no objections to the site plan location.

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 **10th day of August 2026.**

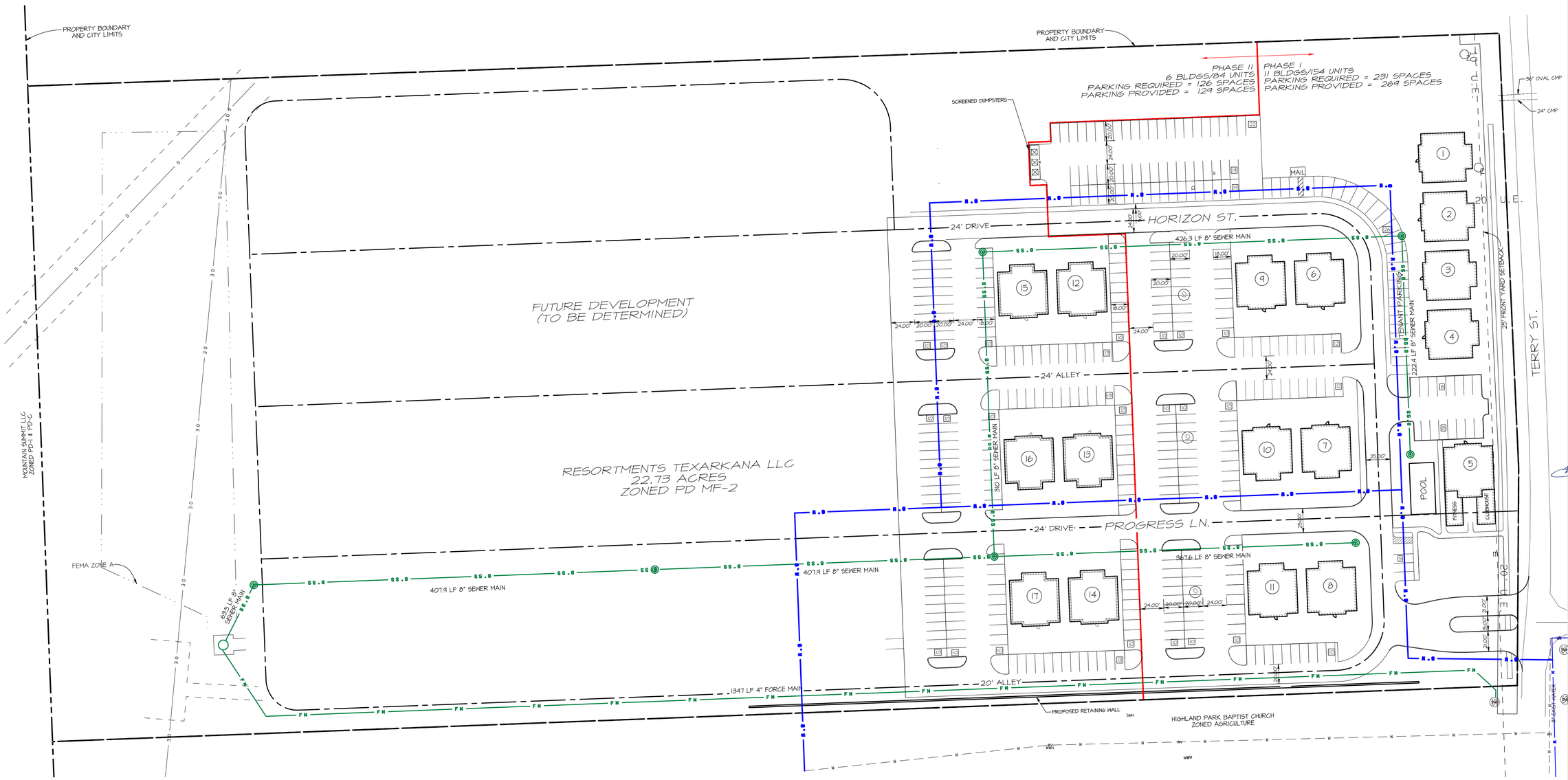
ATTEST:

_____	_____
JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

2026-130 EXH 'A'

Amendment to PD-23-4 (MF-2)

GRAPHIC SCALE 1"=50'
0



LEGEND

(X) BUILDING NUMBER

XX NUMBER OF PARKING SPACES

SITE DATA

17 BUILDINGS TOTAL (14 UNITS/BUILDING)

PARKING REQUIRED = 357 SPACES (1.5 SPACES/UNIT)

PARKING PROVIDED = 370 SPACES

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

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STATE OF TEXAS
DAVID A. WILLIAMS
68437
REGISTERED PROFESSIONAL ENGINEER

ISSUED FOR PD SITE PLAN APPROVAL ONLY
6/15/2026

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

PD SITE PLAN

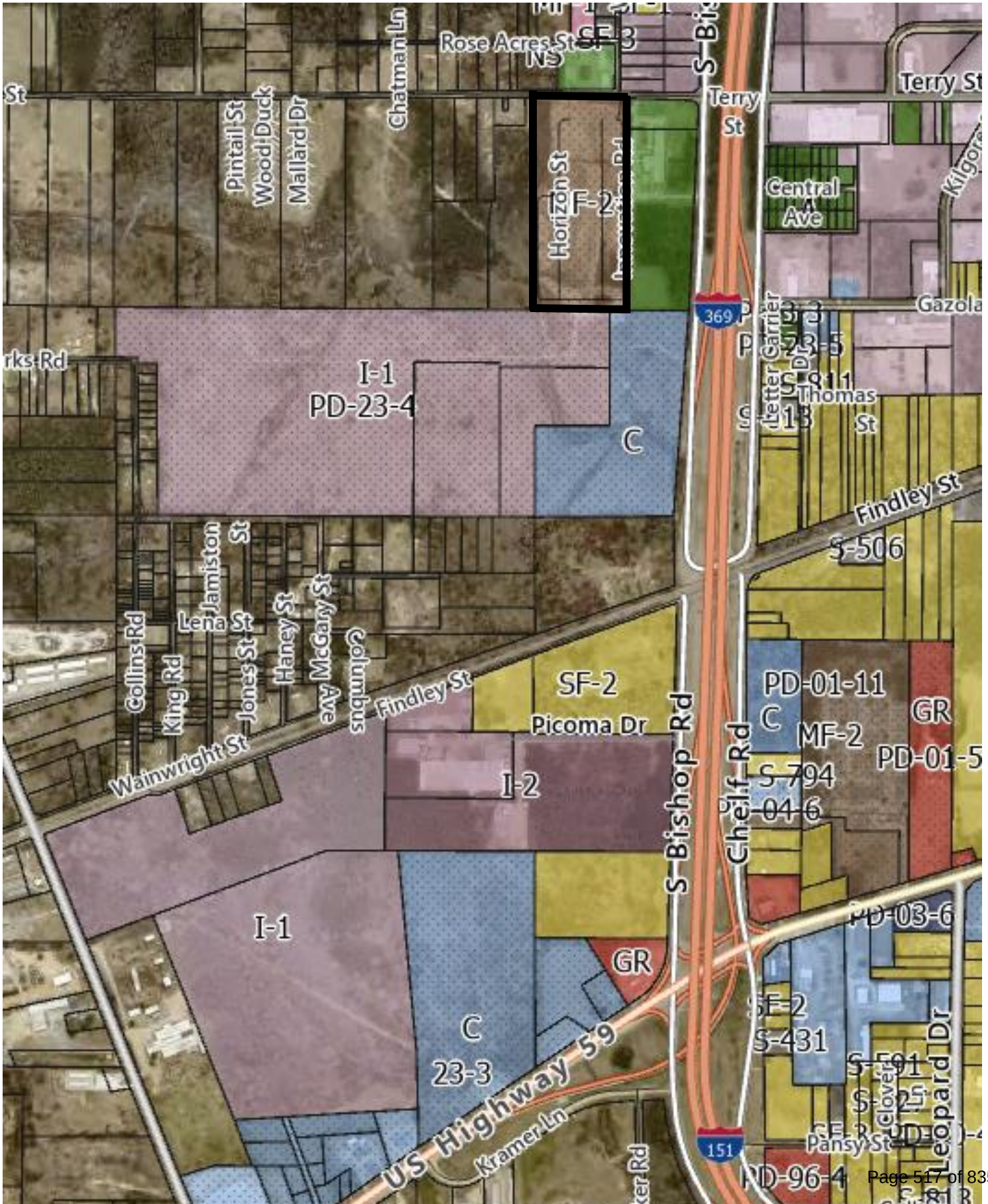
PROVENANCE IN TEXARKANA
TEXARKANA, TEXAS
RESORTMENTS TEXARKANA, LLC

Drawing Date: 6/15/2026
Project Number: 226097
Sheet Number: PD1

No.	Revision/Description	Date

X:\2022 Projects\226097 Resortments\05 Engineering Design\Design\2025 Site Modifications\2026 Site Mods\2026 Phase IA_REV 6-15-2026.pro
Mon Jun 15, 2026 4:19pm

South Bishop



South Bishop



City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☐	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☐	Foster Proactive Communication to the Community
	☐	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☐	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture
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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			

City of Texarkana, Texas

VII.8

Briefing Sheet

Department:	Planning, Community Dev. & Health	**Action Officer:**	Megan Price, Grants & Home Loans
Subject:	Resolution No. 2026-135 adopting the Program Year 2026 Community Development Block Grant Annual Action Plan and authorizing the City Manager to submit said action plan to the U.S. Department of Housing and Urban Development.		
Briefing:	7/13/2026	**Public Hearing:** 8/10/2026	**Council Vote:** 8/10/2026

Item Schedule:

Two Meetings -
07/13 - Briefing with Public Hearing
08/10 - Public Hearing and Vote

Updates/History of Briefing:

Executive Summary and Background Information:

The U. S. Department of Housing and Urban Development has provided the City of Texarkana, Texas, with Community Development Block Grant (CDBG) funds.

The Community Development Block Grant (CDBG) is a federal program established in 1974 that allows entitlement jurisdictions to receive a formula allocation each year. Projects/Activities must meet a HUD National Objective including benefiting Low- to Moderate-Income residents, Reducing or eliminating Slum and Blight or Meeting an Urgent Need (Disaster Relief).

The 2023-2027 Consolidated Plan identifies housing and community development needs, priorities, goals, and strategies for Texarkana, and contains a 5-Year Strategic Plan and Annual Action Plan that are required by HUD to receive CDBG funding. The plan also provides a mechanism for public input and discussion for determining how CDBG funds will be allocated to housing and community development activities.

Public review of the draft Program Year 2026 Annual Action Plan will become available July 9, 2026 and will continue through August 10, 2026; legal notice to be published in the Texarkana Gazette, Amigo News and city website; and public hearings will be conducted July 13 and August 10, 2026 to solicit public comments regarding the Annual Action Plan.

The City Council must adopt the yearly Community Development Block Grant (CDBG) 2026

Annual Action Plan and funding priorities for the use of Community Development Block Grant Funds.

Potential Options:

Approve
Deny

Fiscal Implications:

$396,263 estimated in Federal Funding. All activities are grant funded.

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

RESOLUTION NO. 2026-135

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ANNUAL ACTION PLAN SETTING PRIORITIES FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND AUTHORIZING THE CITY MANAGER TO SUBMIT SAID ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the U. S. Department of Housing and Urban Development has provided the City of Texarkana, Texas, with Community Development Block Grant (CDBG) funds; and

WHEREAS, public review of the draft CDBG Program Year 2026 Action Plan became available July 9, 2026, and was continued through August 10, 2026. Legal notice was published in the Texarkana Gazette and on the city's website. Public meetings will be conducted on July 13, 2026, and August 10, 2026, to solicit public comments regarding the Consolidated Plan and Action Plan. A public hearing is scheduled for August 10, 2026; and

WHEREAS, the City Council has determined it to be appropriate to adopt the Community Development Block Grant (CDBG) Program Year 2026 Annual Action Plan for the use of Community Development Block Grant Funds.

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

SECTION 1: The Community Development Block Grant (CDBG) 2026 Annual Action Plan is hereby accepted.

SECTION 2: The City Manager is hereby authorized to submit said Community Development Block Grant (CDBG) 2026 Annual Action Plan to the U. S. Department of Housing and Urban Development and is authorized to act in connection with the submission of the Consolidated Plan and the Action Plan to provide such additional information as may be required.

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

PASSED AND APPROVED in Regular Council Session on this the **10th day of August, 2026.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas
2026 Annual Action Plan

The Annual Action Plan for the City of Texarkana, Texas
Community Development Block Grant Program
Prepared in Accordance with the
United States Department of Housing & Urban
Development's Planning Requirements
For the Period of
October 1, 2026 through September 30, 2027
Program Year 2026

DRAFT

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Texarkana, Texas receives direct assistance under the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program as an entitlement community authorized under Title I of the Housing and Community Development Act of 1974. All CDBG funds must be expended within the City for participants who meet applicable eligibility criteria and for eligible activities as identified in program regulations and guidelines.

The Consolidated Plan is designed to help states and local jurisdictions assess market conditions, community development needs, and affordable housing needs to make a-driven, place-based investment decisions. The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the CDBG program. The Consolidated Plan is carried out through the Annual Action Plan which provides a summary of actions, activities, and resources that will be used to address priority needs and goals identified in the Consolidated Plan.

This Consolidated Plan period starts on October 1, 2023, and ends on September 30, 2028. This plan includes a summary of consultation methods, citizen participation, an assessment of needs, market analysis, a strategic plan, and the second-year Annual Action Plan (2024).

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

During the development of the Consolidated Plan, several priority needs were identified. Guidelines for addressing these priority needs over the 2023-2027 timeframe are summarized below:

- **Housing Affordability**
  - Housing Affordability – Owner-Occupied Housing Rehabilitation
  - Housing Affordability – Homebuyer Assistance
  - Housing Affordability – Code Enforcement
- **Increase the Capacity of Public Services**
  - Youth Services
  - Homelessness Services
  - General Services Programs
- **Public Facility & Infrastructure Improvements**
  - Neighborhood Revitalization
  - Neighborhood Resilience

3. Evaluation of past performance

Each year, the City of Texarkana reports its progress in meeting the five-year and annual goals in the Consolidated Annual Performance Evaluation Report (CAPER). Listed below are some of the goals and accomplishments in the City's PY 2024 CAPER.

CDBG Major Initiatives and Highlights FY 2025:

The City partnered with non-profit service agencies and housing providers to provide affordable housing opportunities, improve community assets, and provide basic needs for the citizens of Texarkana, TX. In 2025, the City carried out the following activities during this reporting period:

- **Public Services**
  - **Mission Texarkana Litter Program** – The City awarded funds to Mission Texarkana to operate its litter program for the downtown area. Program participants learned valuable job skills and were paid to clean the downtown area. The City expended $8,765.00 to provide job training.
  - **CV-Public Services** – The City completed it's award amount of $380,174.54 to provide food, supplies, personal protection equipment, care packages, testing, homeless shelter assistance & quarantine assistance for LMI or homeless persons affected by Covid-19. Mission Texarkana, Randy Sams Outreach Shelter, Texarkana Homeless Coalition, Salvation Army, and the Health Department Emergency Operations Center were each awarded CDBG-CV funds.
  - **The Scholars** – The City awarded funds to The Scholars to operate it's Youth Program in the Rose Hill area. Youth participants engage in reading, music, arts, and many other fun education experiences in the afternoon program. The City expended $15,432.72 in supplies for the youth services in LMI areas.
  - **Pol Care -** The City awarded funds to Pol Care to operate it's youth supplies and backpack program. Youth participants are provided with backpacks, school supplies and educational essentials they may not have access to for the school year otherwise. The City expended $17,309.54 in supplies for the youth services in LMI areas.
- **General Services**
  - **ADA Sidewalks in LMI Areas** – The City installed and updated ADA complaint ramps and curb stops and sidewalks all throughout the downtown area in the City which is an LMI income area. The new ADA compliant sidewalks provide residents and community members with a means of physical activity and promotes physical health while providing access for all citizens of Texarkana. The City expended $37,524.00 to install the walking trail.
  - **Kidtopia Park Playground Improvements –** The City improved and updated current equipment at Kidtopia Park and included accessible equipment in the park also. The park provides LMI families with access to playground equipment and an outdoor community space. The City expended $46,881 to update and improve Kidtopia Park.
  - **Community Gardens** – The City installed and improved community gardens in the New Town and Rosehill neighborhoods. The gardens provide LMI families with access to fresh fruits and vegetables. The City expended $2,811.00 to install community gardens.

- **Administration**
  - The City expended $72,285.00 for the Administration of the CDBG program in providing services to LMI &/or homeless individuals/families.

4. Summary of citizen participation process and consultation process

The City of Texarkana conducted significant consultations with the public, nonprofit leaders, elected officials, City Staff, homeless service providers, fair housing advocates, and leaders representing minority groups in preparing this plan. The Planning & Community Development Department staff hosted five needs assessment meetings before the development of the plan and two public hearings to review the draft priorities and proposed projects. The meetings are summarized in the Citizen Participation Section of this plan.

During the plan's development, the City of Texarkana met minimal citizen participation requirements by describing the City's methodology for involving citizens in the local program planning, project/activity implementation process, and providing a platform for citizens to provide input.

To solicit citizen input in the development of Consolidated Plan 2023-2027, the Planning & Community Development Department compiled a citizen/stakeholder mailing and email list, which was used to notify the public of proposed meetings and to inform the public of changes that may take place throughout the Consolidated Plan preparation. The City of Texarkana held five needs assessment meetings from Monday, May 1, 2023, through Thursday, May 4, 2023, to solicit public input on the proposed 2023-2027 Consolidated Plan and the 2023 Annual Action Plan. Additionally, the City solicited citizen input through surveys from Saturday, April 22, 2023, through Monday, May 22, 2023. 41 surveys were received, and the results are included in the Appendix.

For this Annual Action Plan, the public comment period for citizen participation will be held on the following dates: July 9, 2026, through August 10, 2026. City Council meetings will be held on July 13, 2026, at 6PM and August 13, 2026, at 6PM.

5. Summary of public comments

All public comments will be included in the Appendix once the public comment period ends.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments and views were accepted and are included in the Appendix.

7. Summary

The Proposed Consolidated Plan 2023-2027 established strategic priorities as a product of extensive consultation with community stakeholders, combined with data from the U.S. Census and other sources, which indicate specific housing and community development needs in the City of Texarkana, TX.

Combined with a needs assessment survey, under the Citizen Participation Plan, the City identified the following strategic priorities to address utilizing CDBG funds in conjunction with leveraging other public and private investments:

1. Affordable Housing
2. Increase Capacity of Public Services
3. Public Facility and Infrastructure Improvements
4. Administration

Over the next five years, the City will continue to focus on developing affordable housing opportunities for low-income families and supporting local efforts to address critical basic needs for families and individuals in need.

DRAFT

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for the administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for the administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	Texarkana, Texas	Planning & Community Development
CDBG Administrator	Megan Price	Planning & Community Development

Table 1 – Responsible Agencies

Narrative

The City of Texarkana, Texas is the lead agency for developing, administering, and reviewing the 5-Year Consolidated Plan and Annual Action Plan. The City researched and prepared the Plan which provides a comprehensive strategy to address the City's housing and community development needs with CDBG Program funds. The Planning and Community Development Department ensures that the City of Texarkana, TX maximizes the use of its HUD funding to provide a suitable living environment, affordable housing, and expanded economic opportunities for its citizens. The City Council awards funding to qualified subrecipient agencies and City departments annually to carry out eligible activities.

Consolidated Plan Public Contact Information

Public concerns, issues, or comments regarding the 2023-2027 Consolidated Plan are to be directed to:

Daphnea Ryan, Director
Planning & Community Development
220 Texas Blvd., 4th Floor
Texarkana, Texas 75501
Office: (903)798-3934
Fax: (903) 798-3913
Email: dryan@texarkanatexas.gov

Megan Price, CDBG Administrator
Planning & Community Development
220 Texas Blvd., 4th Floor
Texarkana, Texas 75501
Office: (903)798-3940
Fax: (903) 798-3913
Email: megan.price@texarkanatexas.gov

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

The City of Texarkana, Texas conducted significant consultation through interviews and focus groups with citizens, municipal officials, non-profit agencies, public housing agencies, private developers, governmental agencies, and the Continuum of Care in preparing this plan. The City also held public meetings prior to the development of the plan and two public meetings to review the draft priorities. These meetings are summarized in the Citizen Participation Section of this plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Village Communities of Texarkana is the local public housing agency serving the Texarkana area and was consulted in the preparation of this plan. Village Communities provided data on tenant and housing choice voucher holder characteristics, waiting lists, and future plans for development. In addition to the public housing agency, the City consulted with other private and governmental agencies, mental health, and service agencies was instrumental in developing priorities and the preparation of this plan. These agencies also provided input during the process.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

Texarkana participates in the Texas Balance of State Continuum of Care that is managed by the Texas Homeless Network. The Texarkana Homeless Coalition holds monthly meetings to conduct case conferencing and strategize ways to meet the needs of those experiencing homelessness. This method of coordination could be enhanced by other mechanisms that do not require an extensive meeting process to discuss individual client cases. The development of the Coordinated Entry system has streamlined the process for people experiencing homelessness to access resources.

Additionally, the Texas Homeless Network provides data from the Homeless Management Information System (HMIS), Point-In-Time Count (PIT), the Housing Inventory Count and the Annual Homeless Assessment Report (AHAR). This information is utilized to assist in determining the nature and extent of homelessness in Texarkana and identifying potential projects that will eliminate gaps in housing and services.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS.

DRAFT

The City of Texarkana does not receive ESG funds but coordinates with the Texas Homeless Network and Texarkana Homeless Coalition to provide supportive housing and programs that equip working families to regain and sustain permanent housing.

2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Representatives from the broad community, community councils, social service agencies, businesses, housing agencies, community development corporations and other government agencies took the online survey in April and May 2023. The Planning and Community Development Department also hosted stakeholder meetings that included representatives from the following organizations:

1	**Agency/Group/Organization**	**Village Communities of Texarkana, TX**
	Agency/Group/Organization Type	Public Housing Agencies
	What section of the Plan was addressed by Consultation?	Housing Needs Public Housing Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Village Communities of Texarkana was consulted during the housing and public housing needs assessment process. The City will continue to work with the Housing Authority to ensure that mutual clients can access needed services. The City and the Housing Authority will also continue to collaborate on future affordable housing opportunities.
2	**Agency/Group/Organization**	**Rose Hill Neighborhood Association**
	Agency/Group/Organization Type	Non-Profit Agency
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was consulted during the public meeting for the non-housing community development needs assessment.
3	**Agency/Group/Organization**	**Mission Texarkana**
	Agency/Group/Organization Type	Non-Profit Agency
	What section of the Plan was addressed by Consultation?	Homeless Needs

DRAFT

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was consulted during the public meeting for the non-housing community development needs assessment.
4	**Agency/Group/Organization**	**Amigo News**
	Agency/Group/Organization Type	Private Agency
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was consulted during the public meeting for the non-housing community development needs assessment.
5	**Agency/Group/Organization**	**TRAX Rural Transit District -- ArkTex COG**
	Agency/Group/Organization Type	Private Agency
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was consulted by interview for the non-housing community development needs assessment.
6	**Agency/Group/Organization**	**T-Line Paratransit -- ArkTexCOG**
	Agency/Group/Organization Type	Private Agency
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was consulted by interview for the non-housing community development needs assessment.
7	**Agency/Group/Organization**	**Randy Sams Outreach Shelter**
	Agency/Group/Organization Type	Non-Profit Agency
	What section of the Plan was addressed by Consultation?	Homeless Needs

DRAFT

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was consulted by interview for the non-housing community development needs assessment.
8	**Agency/Group/Organization**	**Veros Latino Store**
	Agency/Group/Organization Type	Private Agency
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was consulted during the public meeting for the non-housing community development needs assessment.

Table 2 – Agencies, groups, and organizations that participated

Identify any Agency Types not consulted and provide rationale for not consulting.

The City did not exclude any agency type or agency during this process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Renew Texarkana	Planning and Community Development	A central theme of the Renew Texarkana Plan is to renew connections and capitalize on opportunities to improve the quality of life in the city.

Table 3 – Other local/regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City of Texarkana, Texas is uniquely positioned in that it is a twin city to the City of Texarkana, Arkansas. The two cities share many things including infrastructure (roads, bridges, potable water systems, stormwater systems, and sewage systems), planning organizations (MPO, Ark-Tex Council of Governments), health care agencies (Wadley Regional Medical System, Christus St. Michael Health System), economic development (Chamber of Commerce) and other non-profit agencies (Randy Sams Outreach Shelter, Salvation Army, Harvest Texarkana, Volunteer Center, Literacy Council, unique bi-state

Workforce Development efforts). Consequently, collaborative planning is a necessity for the City and common practice. These agencies collaborate continually with the City in all aspects of community planning, including this Consolidated Plan. Additionally, the City works closely with the Village Communities of Texarkana and has collaborated and provided funding to renovate existing public housing units.

As such and in accordance with 24 CFR 91.100(4), the City will notify adjacent local government of non-housing community development needs included in its Con Plan. The City will continue to interact with public entities at all levels to ensure coordination and cooperation in implementing the Con Plan and thereby maximize the benefits of the City's housing and community development activities for the residents being served.

DRAFT

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize the citizen participation process and how it impacted goal setting

A Community Needs Survey was conducted to solicit input from residents and workers in the City. Respondents were informed that the City was updating the Consolidated Plan for federal funds that primarily serve low- to moderate-income residents and areas. The questionnaire polled respondents about the level of need in their neighborhood for various types of improvements that can potentially be addressed by the use of Consolidated Plan funds. In order to give as many people as possible the chance to voice their opinion, emphasis was placed on making the survey widely available and gathering a large number of responses rather than administering the survey to a controlled, statistically representative pool. Therefore, the survey results should be viewed as an indicator of the opinions of the respondents, but not as representing the opinions of the City population as a group. The survey was distributed through a number of channels in order to gather responses from a broad sample. It was made available in hard copy format, as well as electronic format via Survey Monkey. Electronic responses were possible via smartphone, tablet, and web browsers. The survey was available online and offline in English and Spanish.

Public meetings were also held in order to provide forums for residents of the study area and other interested parties to contribute to this Consolidated Plan and Annual Action Plan. Morning and evening meetings were held in various locations across the City, providing a variety of options for residents and stakeholders to attend. Public notices of the meetings were displayed in local newspapers and through email notifications to stakeholder contacts. Meetings were held at the times and locations shown in the following table throughout the City. A summary of comments received at the meetings is included in the Appendix to this document and a list of meeting times and locations is shown on the next page.

Public Hearings, Public Input Meetings, and Nonprofit Stakeholder Meetings	
Nonprofit Stakeholder Meetings Tuesday, May 2, 2023 @ 10:00 am & Thursday, May 4, 2023 @ 2:00 pm Texarkana, TX City Hall	**Public Input Meeting #1** Monday, May 1, 2023 @ 6:00 PM Collins Center, 3000 Texas Boulevard
Public Input Meeting #2 Tuesday, May 2 @ 6:00 PM Vero's Latino Store, 2106 New Boston Rd	**Public Input Meeting #3** Thursday, May 4, 2023 @ 6:00 PM Village Communities of Texarkana
Public Hearing #1 Tuesday, June 20, 2023 @ 6:00 PM City Hall	**Public Hearing #2** Monday, July 10, 2023 @ 6:00 PM City Hall
Public Input Meeting for Amendment **Monday, April 22, 2024 @ 6:00 PM** **City Hall Council Chambers**	

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting/Needs Assessment	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	Five public meetings were held to receive citizen input from residents on community development, housing, and homeless needs.	The summary of comments is included in the narrative following this chart.	All comments were accepted.	N/A
2	Public Hearing	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	Two public hearings will be held to receive citizen input on draft priorities from residents in community development, housing, and homeless needs.	All public comments will be included in the final plan at the close of the public comment period.	All public comments not accepted will be listed here in the final plan.	N/A
3	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	The public was notified of the public meetings via a newspaper ad in the Texarkana Gazette and Amigo News. The ad ran in both English and Spanish.	All public comments will be included in the final plan at the close of the public comment period.	All public comments not accepted will be listed here in the final plan.	N/A
4	Survey	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	The survey received 21 responses.	The survey was used to capture comments. The survey analysis is attached.	All comments were accepted.	N/A

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Texarkana, Texas receives $382,663 in PY 2026 CDBG entitlement funding to carry out activities outlined in its third-year Action Plan. Anticipated program income and prior year resources brings total funding to $394,163. The Planning and Community Development Department administers the funding for the City. Based on the FY2027 CDBG allocation, the City estimates that it will receive approximately $1,658,204 over the duration of this Consolidated Plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan	Narrative Description
			Annual Allocation:	Program Income:	Prior Year Resources:	Total:		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$382,663	$ 12,500	$ 0,000	$390,163	$1,658,204	The primary objective of the CDBG program is to provide decent housing, a suitable living environment, and expanded economic opportunities principally for low- and moderate-income persons and neighborhoods. All prior year funds are currently committed to active projects and the expected amount available for the Con Plan period is based on yearly allocation plus program income over 5-years

Table 53 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied

The City of Texarkana, Texas will use a combination of public and private funding to carry out activities identified in this Action Plan. During FY2026, the City will research opportunities to apply for additional funding streams consistent with the Consolidated Plan's goals. Currently, the City uses other grant resources to offset funding reductions through its HUD CPD program funding. The City also works with various non-profit organizations to encourage leveraging of available funding sources and strengthen organizational capacity.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City will not use any publicly owned land or property to address the needs identified in the plan.

Discussion

CDBG funds will be used in conjunction with other funding resources to address needs identified in the Consolidated Plan.

- General Fund
- Texarkana Homeless Coalition

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase Capacity of Public Service – Youth Services	2026	2027	Non-Housing Community Development	Citywide	Increase Capacity of Public Services	CDBG	Public service activities other than Low/Moderate Income Housing Benefit: 50 Persons Assisted
2	Increase Capacity of Public Service – Homelessness Services	2026	2027	Homelessness	Citywide	Increase Capacity of Public Services	CDBG	Public service activities other than Low/Moderate Income Housing Benefit: 2 Persons Assisted
3	Increase Capacity of Public Service – General Service Programs	2026	2027	Non-Housing Community Development	Citywide	Increase Capacity of Public Services	CDBG	Public service activities other than Low/Moderate Income Housing Benefit: 20 Persons Assisted
4	Public Facility Improvements – Neighborhood Revitalization and Resilience	2026	2027	Non-Housing Community Development	Citywide	Public Facility & Infrastructure Improvements	CDBG	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 50 Persons Assisted
5	Public Infrastructure Improvements – Neighborhood Revitalization and Resilience	2026	2027	Non-Housing Community Development	Citywide	Public Facility & Infrastructure Improvements	CDBG	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 75 Persons Assisted
6	Planning & Administration	2026	2027	Planning and Admin	Citywide	Planning and Admin	CDBG	Other: 1 Other

Table 54 – Goals Summary

Goal Descriptions

1	Goal Name	Public Service – Youth Services
	Goal Description	Provides after-school and summer activities for low-income children and youth (ages 6-18. Youth participate in structured recreational, cultural, social, and life skill activities in an adult-supervised, safe, clean environment. Funds will be used to provide salary support, supplies & equipment needed to provide services.
2	Goal Name	Public Service – Homelessness Services
	Goal Description	Provides services for homeless individuals and families to support emergency shelter and permanent housing solutions.
3	Goal Name	Public Service – General Services Programs
	Goal Description	Fund projects that provide recreational activities, food support, educational opportunities, and job skills to youth; supportive services to low- and moderate-income households and persons with special needs; assistance to businesses to create and/or retain jobs for low- and moderate-income persons; and support for job training, continuing education, and employment services designed to assist low-and moderate-income persons obtain jobs.
4	Goal Name	Public Facility Improvements – Neighborhood Revitalization and Resilience
	Goal Description	The City will fund projects that improve neighborhood facilities to enable resilient design and withstand future community growth and investment.
5	Goal Name	Public Infrastructure & Public Improvements – Neighborhood Revitalization and Resilience
	Goal Description	The City will fund projects that improve drainage and infrastructure to enable resilient design and withstand future community growth and investment.
6	Goal Name	Provide Administrative Structure
	Goal Description	Provide the administrative structure for the planning, implementation, and management of the CDBG grant program as well as other housing and community development.
7	Goal Name	Affordable Housing
	Goal Description	Funds housing restorations with Habitat for Humanity of up to 2 homes.

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects planned for the 2025 program year are identified in the table below, with additional detail provided in AP-38. Over the next year, the City of Texarkana anticipates assisting low- and moderate-income homeowners with home rehabilitation and emergency repair. The City will also use CDBG funds for the provision of public services such as HMIS coordinated entry, job training, youth services, providing services for substance abuse, and services for the homeless.

Projects

#	Project Name
1	Mission Texarkana
2	CASA For Children
3	Haven Homes
4	Randy Sams
5	Pol Care
6	The Scholars
7	Administration
8	Sidewalks ADA Accessible
9	Community Gardens
10	Tree Planting
11	Habitat For Humanity
12	Inspections – Demo & Code Enforcement Salary
13	Literacy Council Building Upgrades
14	Southwest Center – Gym Chairs
15	Health Dept – Food Program & 2 Public Restroom Upgrades

Table 55 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The projects were selected to meet identified needs in the community with the resources provided. Limited financial resources are the greatest obstacle to meeting the City's underserved needs. Texarkana will continue to estimate allocations for this Consolidated Plan period based on the final allocation amount and the priorities identified in the PY2023-2027 Consolidated Plan, community input, qualified requests for funding, and Department of Planning and Community Development, and City Council. The City recognizes there are multiple needs for low and moderate-income persons in the City that are met through the use of CDBG funds. These needs include access to affordable housing for low and moderate-income persons, services for homeless and at-risk populations, increased capacity for public services and addressing community development needs. The City prioritizes grant allocations by ensuring that all

proposed projects will:

- Directly benefit low and moderate-income persons or households as defined by HUD's Income Limit Guidelines based on the Texarkana Metropolitan Statistical Area (MSA); or
- Take place in an area where more than 51% of the population is lower income according to HUD Income Limits.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	**Mission Texarkana Job Training**
	Target Area	Downtown Area
	Goals Supported	Public Services – Homelessness Services
	Needs Addressed	Increase Capacity of Public Services
	Funding	CDBG: $10,000.00
	Description	The Litter Program is a job training program offered to clients seeking services at Mission Texarkana. The program provides basic job training skills and experience and improves the appearance of the surrounding downtown area.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	The litter job training program will serve 2 persons.
	Location Description	620 W 4th St, Texarkana, TX 75501
	Planned Activities	Funds for agencies that provide services &/or housing to LMI residents.
2	**Project Name**	**CASA for Children**
	Target Area	Downtown Area
	Goals Supported	Public Service – Youth and Family Services
	Needs Addressed	Increase Capacity of Public Services
	Funding	CDBG: $10,000.00
	Description	CASA For Children is a program offered to clients seeking services at CASA needing court appointed advocates. The funding is being used to host a local conference for personnel working in this program serving children who are low mod income.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	The training program will serve 100 persons.
	Location Description	1201 Main St, Texarkana, TX 75501
	Planned Activities	Funds for agencies that provide services &/or housing to LMI residents.
3	**Project Name**	**Haven Homes**

	Target Area	Citywide
	Goals Supported	Increase Capacity of Public Services – General Public Services
	Needs Addressed	Increase Capacity of Public Services
	Funding	CDBG: $10,000.00
	Description	Funds for agencies that provide services to LMI residents. Services and expenses may include but not limited to utilities, housing, life skills, job classes, and general supplies.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	The Haven Homes Program will serve 20 persons.
	Location Description	Citywide
	Planned Activities	Funds for agencies that provide services to LMI residents. Services and expenses may include but not limited to utilities, housing, life skills, job classes, and general supplies.
4	**Project Name**	**Randy Sams**
	Target Area	Downtown Area
	Goals Supported	Public Service – Homelessness Services
	Needs Addressed	Increase Capacity of Public Services
	Funding	CDBG: $10,000.00
	Description	Increased food, supplies and operating costs program that provides daytime meals to LMI/shelter residents.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Randy Sams will serve approximately 500 persons.
	Location Description	402 Oak St, Texarkana, Texas 75501
	Planned Activities	Funds for services may include but are not limited to increased food costs and supplies of program that provide daytime meals to LMI/shelter residents, as well as expenses such as utilities.
5	**Project Name**	**Pol Care – Youth Services**
	Target Area	Citywide
	Goals Supported	Public Service – Youth Services
	Needs Addressed	Increase Capacity of Public Services
	Funding	CDBG: $10,000.00

	Description	Funds for agencies that provide services to LMI youths. Services and expenses may include but not limited to tutoring, educational classes, after school meals, and utilities.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	The Pol Care program will serve 25 persons.
	Location Description	2801 Richmond Rd Texarkana, Texas 75501
	Planned Activities	Funds for agencies that provide services to LMI youths. Services and expenses may include but not limited to tutoring, educational classes, after school meals, and utilities.
6	**Project Name**	**The Scholars**
	Target Area	Citywide
	Goals Supported	Public Services – Youth Services
	Needs Addressed	Increase Capacity of Public Services
	Funding	CDBG: $10,000
	Description	Funds for agencies that provide services to LMI youths. Services and expenses may include but not limited to utilities, tutoring, educational classes, and after school meals.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	The Scholars Program will serve 20 persons.
	Location Description	1301 Milam Street Texarkana, Texas 75501
	Planned Activities	Funds for agencies that provide services to LMI youths. Services and expenses may include but not limited to utilities, tutoring, educational classes, and after school meals.
7	**Project Name**	**Planning & Administration**
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	$67,808
	Description	Program Administration & Fair Housing Activities.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	1

	Location Description	Citywide
	Planned Activities	Program Administration & Fair Housing Activities
8	**Project Name**	**Sidewalks – ADA Accessible**
	Target Area	Citywide
	Goals Supported	Public Infrastructure Improvements – Neighborhood Revitalization and Resilience
	Needs Addressed	Public Facility & Infrastructure Improvements
	Funding	$30,000
	Description	Public Improvements could include but not limited to roads, sidewalks, accessibility improvements & beautification projects.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	The City estimates that approximately 50 residents who reside in the targeted neighborhoods will benefit from these activities.
	Location Description	Citywide
	Planned Activities	Public Improvements could include but not limited to roads, sidewalks, accessibility improvements & beautification projects.
9	**Project Name**	**Community Gardens**
	Target Area	Citywide
	Goals Supported	Public Facility Improvements – Neighborhood Revitalization and Resilience
	Needs Addressed	Public Facility & Infrastructure Improvements
	Funding	$5,000
	Description	Improvements to public facilities, parks, trails & public spaces in LMI areas.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	The City estimates that 50 residents will benefit from this activity.
	Location Description	Citywide
	Planned Activities	Improvements to public facilities, parks, trails & public spaces in LMI areas.
10	**Project Name**	**Tree Planting**
	Target Area	Citywide
	Goals Supported	Public Facility Improvements – Neighborhood Revitalization and Resilience
	Needs Addressed	Public Facility & Infrastructure Improvements
	Funding	$5,000

	Description	Improvements to public facilities, parks, trails & public spaces in LMI areas.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	The City estimates that 500 people will benefit from this activity.
	Location Description	Citywide
	Planned Activities	Improvements to public facilities, parks, trails & public spaces in LMI areas.
11	**Project Name**	**Habitat for Humanity – Housing Repairs**
	Target Area	Citywide
	Goals Supported	Housing Affordability – Owner Occupied Rehabilitation
	Needs Addressed	Housing Affordability
	Funding	$50,000
	Description	Funds for housing repairs of single-family homes for LMI homeowners in cooperation with Habitat of Texarkana.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Two households will be assisted during the program year.
	Location Description	Citywide
	Planned Activities	Funds for housing repairs of single-family homes for LMI homeowners in cooperation with Habitat of Texarkana.
12	**Project Name**	**Inspections – Code Enforcement & Demo**
	Target Area	Downtown Area
	Goals Supported	Public Facility Improvements
	Needs Addressed	Public Facility & Infrastructure Improvements
	Funding	$83,937
	Description	Removal of unsafe structures, slum, and blight to public facilities in LMI areas as well as 2 part time salaries for Code Enforcement Officers.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	The City estimates that 200 LMI population will benefit from this activity.
	Location Description	Citywide

	Planned Activities	Removal of unsafe structures, slum, and blight to public facilities in LMI areas as well as 2 part time salaries for Code Enforcement Officers.
13	**Project Name**	**Literacy Council Building Upgrades**
	Target Area	Downtown Area
	Goals Supported	Public Facility Improvements
	Needs Addressed	Public Facility & Infrastructure Improvements
	Funding	$10,000
	Description	Improvements to public facilities serving LMI populations.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	The City estimates that 100 LMI population will benefit from this activity.
	Location Description	520 W 12th St, Texarkana, Texas 75501
	Planned Activities	Improvements to public facilities serving LMI population.
14	**Project Name**	**Southwest Center – Gym Racks**
	Target Area	Downtown Area
	Goals Supported	Public Facility Improvements
	Needs Addressed	Public Facility & Infrastructure Improvements
	Funding	$37,518
	Description	Improvements to public facilities serving LMI populations.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	The City estimates that 500 LMI population will benefit from this activity.
	Location Description	3222 W 7th , Texarkana, Texas 75501
	Planned Activities	Improvements to public facilities serving LMI population.
15	**Project Name**	**Health Department – Bathroom Upgrades**
	Target Area	Downtown Area
	Goals Supported	Public Facility Improvements
	Needs Addressed	Public Facility & Infrastructure Improvements
	Funding	$47,000
	Description	Improvements to public facilities serving LMI populations and program that provides food to LMI clients.

	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	The City estimates that 500 LMI population will benefit from this activity.
	Location Description	902 W 12th St, Texarkana, Texas 75501
	Planned Activities	Improvements to public facilities and providing food to serve LMI population.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Texarkana receives entitlement program funds directly from HUD. Program resources are allocated citywide based on low-mod areas which can coincide with areas of minority concentration. The City relies on widely accepted data such as American Community Survey (ACS), HUD low and moderate-income summary data, and Federal Financial Institutions Examinations Council (FFIEC) data to determine areas throughout the community with concentrations of low- and moderate-income communities. Over the next five years, the City intends to use its resources in the geographical boundaries of the City. The City has elected the geographic priority areas as described in detail in SP-10 Geographic Priorities:

- Beverly Neighborhood
- Downtown Area
- Citywide

Geographic Distribution

Target Area	Percentage of Funds
Beverly Community Revitalization	37%
Downtown Area	4%
Citywide	39%

Table 56 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

To generate the greatest impacts, the City will focus efforts on approved target areas in Beverly and the Downtown areas as well as Citywide for certain types of activities. The general priorities and needs are, public services, affordable housing and public facilities & infrastructure that meet the needs of the City's very low-, low- and moderate-income residents.

Federal CDBG funds are intended to provide low and moderate income (LMI) households with viable communities, including decent housing, a suitable living environment and expanded economic opportunities. Eligible activities include community facilities and improvements, housing rehabilitation and preservation, affordable housing development activities, public services, economic development, planning, and administration. The system for establishing the priority for the selection of these projects is

predicated upon the following criteria:

- Meeting the statutory requirements of the CDBG program
- Meeting the needs of LMI residents
- Focusing on LMI areas or neighborhoods
- Coordination and leveraging of resources
- Response to expressed needs
- Sustainability and/or long-term impact
- The ability to demonstrate measurable progress and success

Public facility and infrastructure activities will be provided for areas where the percentage of LMI persons is 51% or higher. CDBG will also be used for beneficiaries that meet criteria under limited clientele beneficiary, such as the elderly, persons with disabilities, the homeless, etc. It is also expected that funding will be provided to assist low- and moderate- income homeowners. Public facilities and infrastructure activities will be based in the qualified census tracts according to the quartile method.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

During the next Consolidated Plan period, the City will address the needs of homeless, non-homeless and special-needs households. The City does not intend to acquire any affordable housing units. The City will continue to partner with local organizations to provide emergency rental assistance to income eligible applicants who are at risk of becoming homeless.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	2
Special-Needs	0
Total	2

Table 57 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	2
Acquisition of Existing Units	0
Total	2

Table 58 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing – 91.220(h)

Introduction

Village Communities of Texarkana, Texas, formerly known as the Housing Authority of Texarkana, Texas (HATT) is located in Bowie County, Texas, in the Ark-La-Tex region. Texarkana, Texas is a twin city with neighboring Texarkana, Arkansas. The housing portfolio consists of more than 1,500 market rates, tax credits, and other affordable apartments.

These housing resources include VCTT-owned market-rate residential communities, VCTT-sponsored mixed-income, mixed-finance residential communities, Housing Choice vouchers, rental single-family homes, and homeownership opportunities. Most of the VCTT's programs are funded and regulated by the U.S. Department of Housing and Urban Development (HUD).

In 2019, Village Communities converted its entire low-income public housing to Section 8 project-based vouchers through the Rental Assistance Demonstration Program (RAD) way to stabilize, rehabilitate, or replace properties. The agency also provides affordable workforce housing by converting old public housing units to new affordable apartments and homes in the Rosehill Neighborhood. Additionally, Village Communities manage Housing Choice Vouchers.

The City will continue to support the efforts of the Housing Authority of the Village Communities of Texarkana, Texas in addressing the needs of public housing residents by offering collaborating with the agency to ensure that low-income residents, seniors, and disabled families can access services.

Actions planned during the next year to address the needs to public housing

The City does not have any plans to address the needs of public housing.

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

The City does not have any actions to encourage public housing residents during the next consolidated plan period. The City will offer a down payment assistance program that is available to low-income families in Texarkana including public housing residents.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

According to HUD's Public Housing Agency Score (PHAS), the housing authority scored an 83 and is designated a high performer and is not considered by HUD to be troubled or poorly performing.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

This section describes the one-year goals and activities for the City of Texarkana, Texas in assessing and serving the needs for homeless persons and special needs populations. The City's homeless strategy collaboratively addresses the essential needs for homeless and other special needs populations. The goal is to invest in activities that lead people experiencing homelessness to permanent housing as quickly as possible while offering a variety of intervention options that provide options to address the different needs. Such interventions include rapid rehousing, permanent supportive housing, immediate access to low-barrier emergency shelter; intensive service-focused recovery housing programs; transitional housing options for special needs populations (especially households fleeing domestic violence, youth and youth adults, and people with substance use issues); diversion programs. The City of Texarkana, Texas collaborates with the Texarkana Homeless Coalition, its providers, and the Texas Homeless Network to strengthen the homeless governance structure and ensure services are provided to these populations.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including. Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City's police department serves as the de facto homeless outreach team in Texarkana since they often engage the homeless where they are sleeping, resting, and panhandling. The police department has had to learn basic assessment skills to connect people with necessary resources. During the next year, the City will continue to collaborate with other City departments (including Police, Fire, Parks & Recreation, Property Management, Public Works, and Sanitation) to ensure persons experiencing homelessness or may need assistance are provided essential resources.

Coordinated Entry is a consistent, streamlined process for people experiencing homelessness to access resources including housing. Through coordinated entry, the highest need, most vulnerable households in the community are prioritized for housing and services. The core elements of Coordinated Entry provide for one location for people in a housing crisis to apply for assistance and an assessment to determine vulnerability, needs, and check program eligibility. Through prioritization the people with the greatest need and vulnerability receive assistance.

While most homeless providers have some outreach services, there is not an agency that exclusively provides outreach services. Mission Texarkana provides limited outreach to unsheltered homeless through Church under the Bridge. This year, the City will support HMIS to ensure accurate data is collected on sheltered and unsheltered homeless.

The city has supported the development of the Doorways Home program which is the located at the Doorways Home campus (902 W. 12th Street). The campus is a fixed place where people wanting help can access professional, courteous support to leave the street behind. Program staff will complete an

assessment to determine vulnerability, needs and check program eligibility, prioritize people with the greatest housing needs, and make referrals to housing and services based on need and prioritization.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will continue to support organizations that address the emergency shelter and transitional housing needs of the homeless to establish a more robust social service system. The Texarkana Homeless Coalition is a local homeless coalition under the Texas Homeless Network (Texas Balance of State CoC), that is responsible for the oversight, planning and operations of the entire CoC. Randy Sams Outreach Shelter is a low-barrier homeless shelter providing emergency shelter in Texarkana. The shelter currently has 112 beds and also provides basic needs like food, showers, case management, and transportation access. The City needs a day shelter to provide resources for persons seeking to return to permanent housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will continue to support the Texas Homeless Coalition in reducing the amount of time that individuals and families (chronically homeless, families with children, veterans and their families, and unaccompanied youth) experience homelessness. The Texas Homeless Coalition implements a housing first model that works to connect people as quickly as possible to permanent housing and the care and support they need to stabilize and improve their quality of life. The primary goals are to help people obtain permanent housing as quickly as possible, increase their self-sufficiency, and remain stably housed.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The main need is to link people with available housing opportunities as quickly as possible and support them in accessing subsidies and increasing their income to help them sustain their housing long-term. The City's nonprofits coordinate with hospitals, courts, and other institutions to coordinate and plan the discharge of persons experiencing homelessness. Additionally, the Texarkana Homeless Coalition also collaborates closely with a number of organizations which offer primary care, behavioral health, career and other services for persons experiencing homelessness.

During the next year, the City will continue to:

- Improve coordination between mental health, physical health, and criminal justice systems to identify people at risk of homelessness and link them with support to prevent them from becoming literally homeless after discharge.
- Work with the local and state Department of Children Services and support them in their effort to expand services for youth existing foster care.
- Assist in the identification of available prevention programs and development of a gaps analysis that allows us to create a homeless prevention plan in the coming years.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

This section of the plan explains whether the cost of housing or the incentives to develop, maintain, or improve affordable housing is affected by policies that may affect land and other property, zoning ordinances, building codes, growth limits, and policies that affect the return on residential investment. These issues are presented based on programmatic experience, previous analyses, and were explored as part of the City of Texarkana's Analysis of Impediments to Fair Housing Choice.

The City 's most recent Analysis of Impediments did not identify any institutional barriers to affordable housing in Texarkana, TX. The City is growing in population and the demand for more affordable units is increasing. The City is committed to maintaining and enhancing policies that increase equal opportunity for housing for low-income families and minorities.

During the needs assessment, stakeholders revealed that a barrier to affordable housing exists with property owners violating tenant's rights or the lack of knowledge of tenants' rights. Property owners have increased rent without notice, refuse to make repairs, or refuse to rent to potential tenants due to minor credit issues. This practice is predatory and further exacerbates the affordability and availability crisis. Stakeholders also revealed that many immigrants do not receive information in a culturally competent way leaving these residents to forgo services that they are indeed eligible for.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

To maintain the City's commitment to prevent barriers to affordable housing the City will continue to:

- Conduct public outreach regarding availability of housing & housing assistance including ensuring that programs are culturally competent and translation of housing application materials into Spanish & maintains bi-lingual staff to assist applicants & clients who are not English-proficient.
- Maintain flexibility in zoning & building requirements when appropriate to allow for infill housing development.
- Maintain an Affirmative Marketing Plan to directly market newly developed City-assisted housing units to minority groups least likely to apply to homeownership programs.
- Meet with local lenders & home builders to encourage the use of non-traditional client loan qualifying & loan products to better serve the needs of homebuyer households with challenges that preclude conventional qualification.
- Support local Continuum of Care efforts for homeless populations & provides ongoing support & technical assistance to the Texarkana Homeless Coalition.
- Work with local agencies that provide financial case management & credit counseling.

- Review and, when applicable, revise the Fair Housing ordinance which ensures that fair housing options are available to its citizens.
- Monitor city-sponsored projects for equal access & compliance with the Fair Housing Act.
- Monitor code compliance to HQS and Fair Housing standards.
- Hold periodic Public Hearings providing information & requesting public comment on affordable and fair housing issues.
- Work with local housing service providers to conduct homebuyer & homeowner education.

AP-85 Other Actions – 91.220(k)

Introduction:

This section details the City's actions planned to ensure safe and affordable housing for its residents, along with plans to meet underserved needs, reduce poverty, develop institutional structure, and enhance coordination between public and private sector housing and community development agencies.

Actions planned to address obstacles to meeting underserved needs

The City will work with its community partners to assist low- and moderate-income residents in meeting underserved needs consisting of employment services, childcare, health services, substance abuse counseling and treatment, education programs, services for senior citizens, services for people experiencing homelessness, and fair housing training.

Actions planned to foster and maintain affordable housing

The City will continue to foster and maintain the current affordable housing stock by utilizing CDBG for owner-occupied rehabilitation and first-time homebuyer programs. The City will also expand its efforts to actively pursue other funding mechanism and partnerships for the development of affordable housing to leverage limited public dollars.

Actions planned to reduce lead-based paint hazards

The City will continue to implement countermeasures to minimize exposure of lead-based paint hazards found in existing housing built prior to 1978 through its City administered housing program. The City will provide all rehab clients and potential clients with the "Lead-Based Paint" pamphlet that describes hazards of lead-based paint. Pursuant to 24 CFR Part 35, all rental and homeowner dwelling units that wish to receive federal assistance and were built prior to 1978 are tested for lead-based paint. (These tests consist of visual inspections, lead screens, and full assessments. Additionally, when properties test positive for LPB hazards, interim controls are performed, and LBP clearances are provided.)

Actions planned to reduce the number of poverty-level families

There are a variety of actions the City undertakes throughout the year in an effort to reduce the number of poverty-level families and increase self-sufficiency. The programs funded through CDBG to address this goal include youth programs, senior assistance programs, and emergency services (i.e., rent, mortgage, and utility assistance programs). The City's anti-poverty strategy focuses on helping all low-income households improve their economic status and remain above poverty levels.

Actions planned to develop institutional structure

City staff works throughout the year to increase institutional structure, both within the City and throughout our partner agencies. This is accomplished through providing technical assistance on federal grant management requirements, such as growing their knowledge of Davis-Bacon requirements, financial management and other grant management procedures. Staff maintain contact with partner

agencies throughout the year, offering referrals for funding and training opportunities where appropriate.

During the next Consolidated Plan period, the City's Planning and Community Development Department will continue to assist nonprofit/social service providers, Village Communities of Texarkana, Texas, and various other community-based organizations to provide training and technical assistance to subrecipients.

Actions planned to enhance coordination between public and private housing and social service agencies

The City is heavily invested in collaborations throughout the community and has successfully paired with multiple service providers to achieve its goals of providing affordable, safe, and decent housing. This collaboration has allowed the City, public agencies, and service providers of the Texarkana Homeless Coalition to better serve the needs of underserved residents. The City will also continue to further its initiative to leverage funding to increase opportunities for low- and moderate- income residents to receive necessary services and have access to affordable housing options.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

It is the City of Texarkana's policy that 70% of the CDBG funds will be used to benefit low-moderate income people residing within the city limits over a consecutive period of three years, including the year covered by this Annual Action Plan. The City sets aside 15% of the allocation to fund public services and 20% to be used for administration of the program.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	$0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	$0
3. The amount of surplus funds from urban renewal settlements	$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	$0
5. The amount of income from float-funded activities	$0
Total Program Income	$0

Other CDBG Requirements

1. The amount of urgent need activities	$0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit – A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70%

The City anticipates using 70% of CDBG funds for projects involving low- and moderate-income people or low and moderate areas over a consecutive period of three years, years 2026-2028, including the year covered by this Annual Action Plan.

CITY OF TEXARKANA TEXAS

CDBG 2026 Annual Action Plan
Community Development Block Grant

Planning & Community Development
July 13, 2026

Citizen Participation

2 Public Meetings

- July 13th City Council Meeting 1st Briefing/Public Hearing
- August 10th City Council Public Hearing

30-day public comment period for 2026 Annual Action Plan (July 9th – August 10th, 2026)

Surveys can be filled out online at:
https://www.surveymonkey.com/r/BL5NFGG

Advertisement of Public Comment Period:

- Texarkana Gazette Legal Notice
- Amigo News - Spanish
- City Website/Social Media Pages

Draft copies available electronically on Planning & Community Development Homepage

Paper copies available upon request at City Hall

Public Comment

PY2026 Annual Action Plan

The City has begun the process of creating next year's Annual Action Plan (AAP) for its CDBG program. Public input & comments are vital to this process.

The City has posted information about the AAP in the following manner:

*Information posted to city's website
*Draft of AAP available at City Hall

Public Comment Period: July 9th – August 10th, 2026
Comments may be submitted through surveys filled out online at:
https://www.surveymonkey.com/r/BL5NFGG

or by sending to:
City of Texarkana, Texas
Planning & Community Development Dept
Attn: Megan Price
220 Texas Blvd
Texarkana, TX 75501

Texarkana 2026 HUD CDBG Proposed Budget

Projects PY2026		PY2026/FY2027 Original Budget 8/10/26
Administration		67,808.00
Public Services:		
Haven Homes		10,000.00
The Scholars		10,000.00
Randy Sams		10,000.00
Mission Texarkana		10,000.00
Pol Care		10,000.00
CASA		10,000.00
Health Department		2,000.00
General Services:		
Sidewalks ADA		30,000.00
Tree Planting		5,000.00
Community Gardens		5,000.00
Habitat Housijng Repairs		50,000.00
Literacy Council		10,000.00
Southwest Center Chair Racks		37,518.00
Health Department Bathroom Upgrades		45,000.00
Inspections - Code Enforcement Salaries		83,937.00
	$	396,263.00

Revenues PY26		
Estimated Rollover funds		1,100.00
PY2026 Funding Allocation		382,663.00
Estimated Program Income		12,500.00
	$	396,263.00

PY2026 Proposed Activities

CDBG Allocation:

*Public Services – Life skills, job training, youth programs, tutoring, food distribution, backpack/supplies
*Program Administration
*Sidewalks–ADA sidewalks installed in LMI areas
*Tree Planting – plant trees in LMI areas
*Community Gardens –community garden improvements
*Parks- Chair racks for the Southwest Center
*Inspections – Demolition of slum & blight and code enforcement in low/mod areas
*Habitat for Humanity Housing Rehab – repairs for at least two (2) qualified LMI households
* Literacy Council – facility improvements
* Health Department – ADA bathroom modifications

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

City of Texarkana, Texas

VIII.1

Briefing Sheet

Department: Public Works **Action Officer:** Dusty Henslee, Asst. CM/Public Works Director

Subject: Ordinance No. 2026-093 approving a real estate exchange agreement with the Texas A&M University System for property near Bringle Lake (City property commonly referred to as the Golf Ranch, approximately 249.866 acres located in the Jarrett Janes HRS, agreed fair market value of $2.5 Million, in exchange for University-owned non-flood plain vacant real property suitable for residential development between Clear Creek and the west edge of the Oakwood Subdivision, approximately 138.788 acres in the J.W. Fort HRS, agreed fair market value of $2.5 Million); and approving liquidation of leasehold interest and termination of lease agreement with Texarkana Golf Ranch, LLC, for the Golf Ranch leasehold (appraised value of $1.23 Million).

Briefing: 6/8/2026 **Public Hearing:** 7/13/2026 **Council Vote:** 7/13/2026

Item Schedule:

Updates/History of Briefing:

Executive Summary and Background Information:

The City and Texas A&M University–Texarkana have been in discussions regarding the sale of the Golf Ranch property currently owned by the City to TAMUT for the continued operation of a golf course at this location. The golf course will be utilized for TAMUT events and activities, while also remaining open for public use. As part of the proposed transaction, TAMUT would also sell to the City approximately 138.788 acres of vacant non-flood plain land. The City intends to utilize this property for future residential development, which is greatly needed within the city limits. The agreed-upon value for each tract is $2.5 million.

In addition, the City has been in discussions with Texarkana Golf Ranch, LLC regarding the liquidation of the leasehold interest of the current golf course agreement in the amount of $1.23 million.

Potential Options:

Approve or decline to approve the proposed resolution.

Fiscal Implications:

The respective properties owned by the City and University proposed for exchange are equal in value as agreed; and funds are available in the General Fund (Fund 101) for liquidation of the golf ranch leasehold interest.

Staff Recommendation:

Staff recommneds approval.

Advisory Board/Committee Review:

N/A

Board/Committee Recommendation:

N/A

Advisory Board/Committee Meeting Date and Minutes:

N/A

ORDINANCE NO. 2026 – 093

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING A REAL ESTATE EXCHANGE AGREEMENT WITH THE TEXAS A&M UNIVERSITY SYSTEM FOR PROPERTY NEAR BRINGLE LAKE (CITY PROPERTY COMMONLY REFERRED TO AS THE GOLF RANCH, APPROXIMATELY 249.866 ACRES LOCATED IN THE JARRETT JANES HRS, AGREED FAIR MARKET VALUE OF $2.5 MILLION, IN EXCHANGE FOR UNIVERSITY-OWNED NON-FLOOD PLANE VACANT REAL PROPERTY SUITABLE FOR RESIDENTIAL DEVELOPMENT BETWEEN CLEAR CREEK AND THE WEST EDGE OF THE OAKWOOD SUBDIVISION, APPROXIMATELY 138.788 ACRES IN THE J.W. FORT HRS, AGREED FAIR MARKET VALUE OF $2.5 MILLION); APPROVING LIQUIDATION OF LEASEHOLD INTEREST AND TERMINATION OF LEASE AGREEMENT WITH TEXARKANA GOLF RANCH, LLC, FOR THE GOLF RANCH LEASEHOLD (APPRAISED VALUE OF $1.23 MILLION); CONTAINING A REPEALER CLAUSE; CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, pursuant to Article I, Section 3 of the Charter of the City of Texarkana, Texas, "… may acquire property within or without its corporate limits for any municipal purpose; may cooperate with the government of Texas or any agency thereof, … to accomplish any lawful purpose for the advancement of the health, morals, safety, convenience or welfare of the city or its inhabitants; [and] may sell, lease, mortgage, hold, manage and control such property as its interest may require…"; and

WHEREAS, Texas Local Government Code Section 272.001(j) provides: "A political subdivision may donate, exchange, convey, sell, or lease land, improvements, or any other interest in real property to an institution of higher education, as that term is defined by Section 61.003, Education Code, to promote a public purpose related to higher education. The political subdivision shall determine the terms and conditions of the transaction so as to effectuate and maintain the public purpose. A political subdivision may donate, exchange, convey, sell, or lease the real property interest for less than its fair market value and without complying with the notice and bidding requirements of [Section 272.001] Subsection (a)"; and

WHEREAS, institutions of "higher education" as defined by Texas Education Code Section 61.003(6), include the Texas A&M University System (hereinafter, "University"); and

WHEREAS, other Texas law authorizes the transfer of City property to a governmental agency with the power of eminent domain at not less than fair market value, with the parties in accord regarding the paramount public use of the property; *see* Texas Local Government Code Sec. 272.001(b)(5); Tex. Atty. Gen. Op. DM-232 (1993); Tex. Atty. Gen. Op. DM-441 (1997); and the University has legislative authority for exercising eminent domain; *see* Texas Education Code Section 85.32; and

WHEREAS, the City Council of the City of Texarkana, Texas, has recognized "the educational and economic benefits to be derived from opportunities afforded by the availability of various degree programs provided by institutions of higher learning" [Res. No. 019-03], establishing an "Urban Fellows Program" with the University for students of Urban Planning to receive credit while working

with the City [Res. No. 15-71], endorsing the creation of the University's Texarkana campus and conveying to the University "not less than 300 acres of real property situated adjacent to Bringle Lake" to be used for a campus [Res. No. 019-03, Ord. No. 18-04], securing engineering services "in anticipation of and to accommodate the construction of the TAMU-T campus" and other City growth [Ord. No. 049-07], providing for roadway construction of the East approach to the campus [Ord. Nos. 112-2010, 049-2011, 2014-042, 2014-096, 2015-061], and naming said roadway "University Avenue" [Res. No. 042-2013]; and

WHEREAS, the University owns within the city limits near Bringle Lake certain vacant non-flood plane land between Clear Creek and the West edge of the Oakwood Subdivision, in the J.W. Fort Headright Survey, Abstract No. 218, set forth in Exhibit "A", incorporated herein by reference for all purposes, an area that can be privatized from governmental ownership into private ownership for residential development and other uses beneficial to the citizens of Texarkana, eventually converting the tax-exempt public land into taxable private property; and

WHEREAS, the City owns within the city limits Bringle Lake property commonly referred to as the "Golf Ranch Property" located off of University Avenue in the Jarrett Janes Headright Survey, Abstract No. 302, set forth in Exhibit "B", incorporated herein by reference for all purposes; decades ago, the City entered into a lease agreement with Hank Haney Golf, Inc., for the development of a public golf facility on that property [Ord. Nos. 126-01, 157-01]; and the lease agreement/leasehold interest was assigned over two years ago to Texarkana Golf Ranch, LLC [Res. No. 2023-052]; and

WHEREAS, the University desires to expand its athletic programs and facilities to include a full size golf course by acquiring the City's public golf course [Exhibit "B"]; the City desires to secure the University's real property [Exhibit "A"] for residential development and other uses beneficial to the citizens of Texarkana; both City and University agree that the proposed uses of these respective properties are the paramount public use of the properties, benefitting the citizens of Texarkana, Bowie County, Texas; and a necessary condition to the City conveying its public golf course to the University is the liquidation of the current leasehold interest; and

WHEREAS, the general parameters of this residential development property for golf course transaction include the following components:

- City purchase of the University's Exhibit "A" property – 138.788 acres, more or less, for the agreed fair market value of $2,500,000 – for the purpose of converting tax-exempt public land into taxable private property for residential development and other uses beneficial to the citizens of Texarkana;

- University purchase of the City's Exhibit "B" property – 249.866 acres, more or less, for the agreed fair market value of $2,500,000 – to promote a public purpose related to higher education by providing for the expansion of athletic programs and facilities;

- City liquidation of the Texarkana Golf Ranch, LLC, leasehold interest for the appraised valuation of $1,230,000; and

WHEREAS, the City Council finds and determines that the proposed City acquisition of University's Exhibit "A" property and the anticipated increased value to the City upon privatizing tax-exempt public land into taxable private property for residential development and other uses beneficial to the citizens

of Texarkana, the proposed University acquisition of City's Exhibit "B" property which will expand the TAMU-T athletic programs, and the proposed liquidation of the Golf Ranch lease to facilitate University's purchase of City's Exhibit "B" property, complies with Texas law and is in best interest of the citizens of Texarkana, Texas.

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

SECTION 1: The City Council approves and authorizes the City Manager to enter into an Exchange Agreement with the Texas A&M University System for the acquisition of 138 acres, more or less, located between Clear Creek and the West edge of the Oakwood Subdivision in Texarkana, Texas [Exhibit "A"], for the agreed fair market value of $2,500,000.00, for future residential development and other uses beneficial to the citizens of Texarkana.

SECTION 2: Subject to Section 3 of this Ordinance, the City Council approves and authorizes the City Manager to enter into an Exchange Agreement with the Texas A&M University System for the acquisition of 249.866 acres, more or less, of City property [Exhibit "B"], for the agreed fair market value of $2,500,000, to promote a public purpose related to higher education by providing for the University's expansion of athletic programs and facilities at the Texas A&M University-Texarkana campus.

SECTION 3: The City Council approves and authorizes the City Manager to enter into an agreement to liquidate the leasehold interest and terminate the City's golf ranch lease agreement between City and Texarkana Golf Ranch, LLC, for the appraised valuation of $1,230,000.00.

SECTION 4: The City Manager shall be further authorized, on behalf of the City, to negotiate agreements with the respective parties and to execute any and all documents necessary to effectuate the intent of this Ordinance.

SECTION 5: All ordinances or parts of ordinances, and all resolutions or parts of resolutions, in conflict herewith are specifically repealed.

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 after its passage and approval.

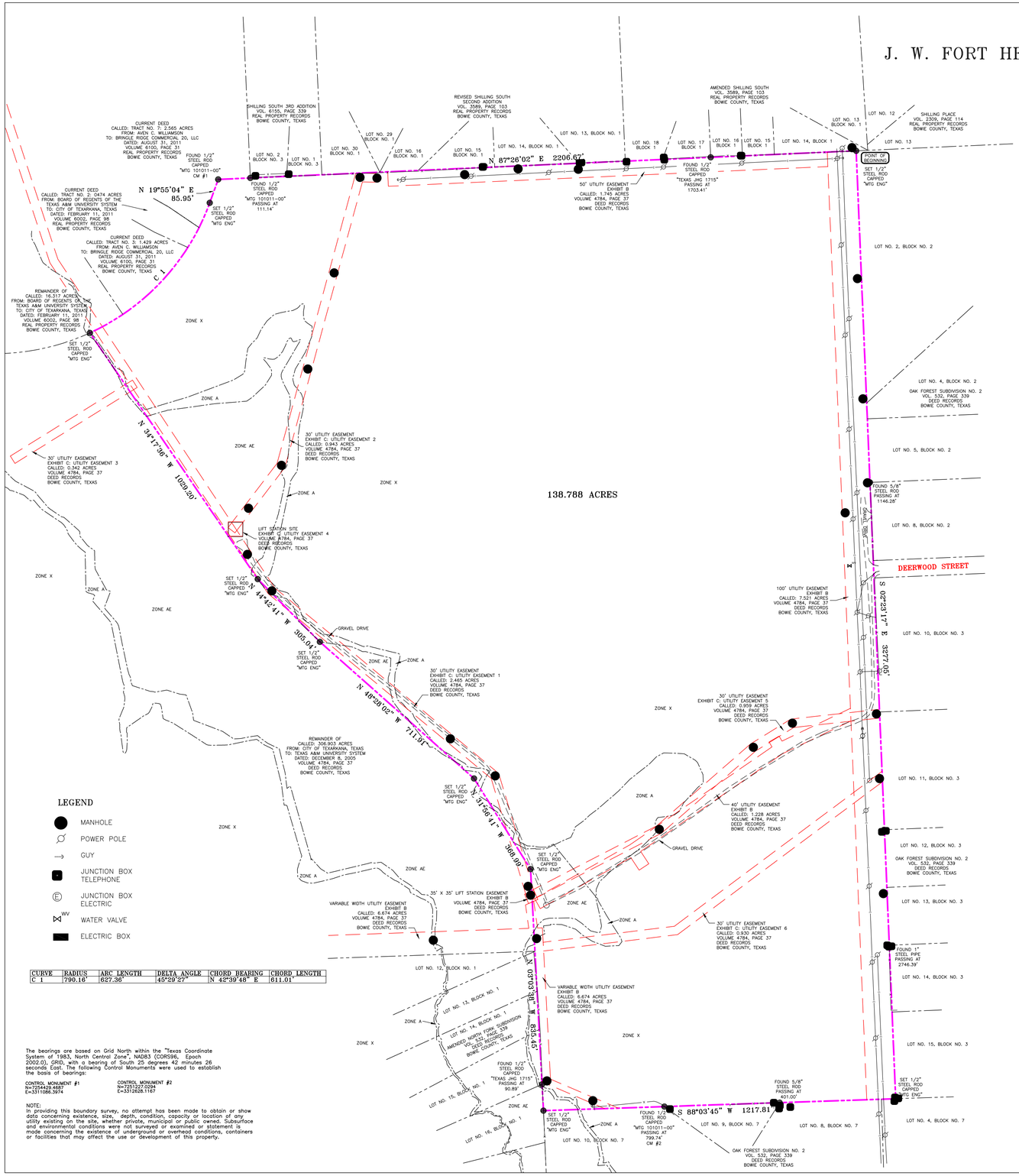
PASSED AND APPROVED in Regular Council Session on this the **13th day of July, 2026.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

J. W. FORT HEADRIGHT SURVEY, ABSTRACT NO. 218



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C 1	790.16'	627.36'	45°29'27"	N 42°39'48" E	611.01'

The bearings are based on Grid North within the "Texas Coordinate System of 1983, North Central Zone", NAD83 (CORS96, Epoch 2002.0), GRID, with a bearing of South 25 degrees 42 minutes 26 seconds East. The following Control Monuments were used to establish the basis of bearings:

CONTROL MONUMENT #1
N=7254429.4857
E=3311086.3974

CONTROL MONUMENT #2
N=7251227.0294
E=3312628.1167

NOTE:
In providing this boundary survey, no attempt has been made to obtain or show data concerning existence, size, depth, condition, capacity or location of any utility existing on the site, whether private, municipal or public owned. Subsurface and environmental conditions were not surveyed or examined or statement is made concerning the existence of underground or overhead conditions, containers or facilities that may affect the use or development of this property.

Said described property is located within an area having a Zone Designation "X" and "AE" by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Maps NO.48037C0355E with a date of identification of December 21, 2017, for Community No. 480060 Panel No. 0355, in Bowie County, State of Texas, which is the current Flood Insurance Rate Map for the community in which said premises is situated.

PROPERTY DESCRIPTION
138.788 ACRES
BOWIE COUNTY, TEXAS

All that certain lot, tract or parcel of land situated in the J. W. Fort Headright Survey, Abstract No. 218, Bowie County, Texas, being a part of that certain tract of land described as 306.903 acres in the deed from the City of Texarkana, Texas to the Texas A&M University System, dated December 8, 2005, as recorded in Volume 4784, Page 37 of the Deed Records of Bowie County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod with plastic cap stamped "MTG ENG" set for a corner lying in the South line of Lot No. 14, Block 1 of Shilling Place, Volume 2309, Page 114 of the Real Property Records of Bowie County, Texas, said corner being the Northeast corner of the said 306.903 acre tract and the Northwest corner of Lot No. 2, Block 2 of Oak Forest Subdivision No. 2, as recorded in Volume 532, Page 339 of the Deed Records of Bowie County, Texas;

THENCE South 02 degrees 23 minutes 17 seconds East at a distance of 1146.28 feet passing a 5/8 inch steel rod found for a reference, at a distance of 2746.39 feet passing a 1 inch steel pipe found for a reference and continuing in all a total distance of 3277.05 feet along the East line of the said 306.903 acre tract, the West line of Lots 2, 4, 5, and 8, Block 2 of the said Oak Forest Subdivision No. 2, the West line of Deerwood Street, the West line of Lots 10–15, Block 3 of the said Oak Forest Subdivision No. 2 to a 1/2 inch steel rod with plastic cap stamped "MTG ENG" set for a corner lying in the North line of Lot No. 4, Block 7 of the said Oak Forest Subdivision No. 2, said corner being the Southeast corner of the said 306.903 acre tract, the Southwest corner of Lot No. 15, Block 3;

THENCE South 88 degrees 03 minutes 45 seconds West at a distance of 401.00 feet passing a 5/8 inch steel rod found for a reference, at a distance of 799.74 feet passing a 1/2 inch steel rod capped "MTG 101011–00" found for a reference and continuing in all a total distance of 1217.81 feet along the North line of Lots 4 and 8–10, Block 7 of the said Oak Forest Subdivision to a 1/2 inch steel rod with plastic cap stamped "MTG ENG" set for a corner lying in the East line of No. 16, Block 1 of the Amended North Fork Subdivision, said corner being the Southwest corner of the said 306.903 acre tract and the Northwest corner of the said Lot 10, Block 7;

THENCE North 03 degrees 03 minutes 38 seconds West at a distance of 90.89 feet passing a 1/2 steel rod capped "TEXAS JHG 1715" and continuing in all a total distance of 835.45 feet along the West line of the said 306.903 acre tract, the East line of Lots 16–12, Block 1 of the said Amended North Fork Subdivision and continuing across the said 306.903 acre tract to a 1/2 inch steel rod with plastic cap stamped "MTG ENG" set for a corner;

THENCE North 31 degrees 56 minutes 41 seconds West a distance of 368.99 feet across the said 306.903 acre tract to a 1/2 inch steel rod with plastic cap stamped "MTG ENG" set for a corner;

THENCE North 48 degrees 28 minutes 02 seconds West a distance of 711.91 feet across the said 306.903 acre tract to a 1/2 inch steel rod with plastic cap stamped "MTG ENG" set for a corner;

THENCE North 44 degrees 42 minutes 41 seconds West a distance of 305.04 feet across the said 306.903 acre tract to a 1/2 inch steel rod with plastic cap stamped "MTG ENG" set for a corner;

THENCE North 34 degrees 17 minutes 36 seconds West a distance of 1029.20 feet across said 306.903 acre tract to a 1/2 inch steel rod with plastic cap stamped "MTG ENG" set for a corner lying in a circular curve and the South line of that certain tract of land described as 16.317 acres in the deed from Board of Regents of the Texas A&M University System to the City of Texarkana, Texas, dated February 11, 2011, as recorded in Volume 6002, Page 98 of the Real Property Records of Bowie County, Texas;

THENCE in a Northeasterly direction along the arc of the said circular curve to the left a distance of 627.36 feet, with a radius of 790.16 feet, a central angle of 45 degrees 29 minutes 27 seconds, a chord bearing of North 42 degrees 39 minutes 48 seconds East, and a chord distance of 611.01 feet along South line of the said 16.317 acre tract, the South line of that certain tract of land described as Tract No. 3: 1.429 acres, as recorded in the deed from Aven C. Williamson to Bringle Ridge Commercial 20, LLC, dated August 31, 2011, as recorded in Volume 6100, Page 31 of the Real Property Records of Bowie County, Texas, and the East line of that certain tract of land described as Tract No. 7: 2.565 acres in the deed from Aven C. Williamson to Bringle Ridge Commercial 20, LLC, dated August 31, 2011, as recorded in Volume 6100, Page 31 of the Real Property Records of Bowie County, Texas to a 1/2 inch steel rod with plastic cap stamped "MTG ENG" set for a corner at the end of the said circular curve to the left;

THENCE North 19 degrees 55 minutes 04 seconds East a distance of 85.95 feet along the East line of the said 2.565 acre tract to a 1/2 inch steel rod capped "MTG 101011–00" found for a corner at an angle point of the said 2.565 acre tract;

THENCE North 87 degrees 26 minutes 02 seconds East at a distance of 111.14 feet passing a 1/2 inch steel rod capped "MTG 101011–00" found for a reference, at a distance of 1703.41 feet passing a 1/2 inch steel rod capped "TEXAS JHG 1715" found for a reference and continuing in all a total distance of 2206.67 feet along the North line of the said 306.903 acre tract, the South line of the said 2.565 acre tract, the South line of Lots No. 2 and 1, Block 3 of the Shilling South 3rd Addition, as recorded in Volume 6155, Page 339 of the Real Property Records of Bowie County, Texas, the South line of Lots 30, 29, 16–13, Block 1 of the Revised Shilling South Second Addition, as recorded in Volume 3589, Page 103 of the Real Property Records of Bowie County, Texas, the South line of Lots 18–14, Block 1 of the said Shilling Place to the POINT OF BEGINNING and containing 138.788 acres of land.

SURVEYOR CERTIFICATE:

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, MARCH 10, 2026, THAT THIS PLAT (MAP OR DRAWING) SUBSTANTIALLY COMPLIES WITH THE CURRENT PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY, THERE ARE NO VISIBLE IMPROVEMENTS EXCEPT AS SHOWN ON THE SURVEY PLAT.

THIS PLAT IS FOR THE INTENDED USE OF CITY OF TEXARKANA AS RELATES TO OWNERSHIP OR TRANSFER OF OWNERSHIP. THIS SURVEY IS NOT ASSIGNABLE OR TRANSFERABLE, MAY NOT BE REISSUED WITHOUT RE–SURVEY AND MAY BE VOID/INVALID SUBJECT TO CHANGES IN GOVERNANCE OR INTERPRETATIONS ISSUED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND MAY NOT BE COPIED OR PROVIDED TO OTHER PARTIES WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE UNDERSIGNED.

Preliminary
03/27/2026 11:38:06 AM

JEFFREY A. WOOD
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6220, STATE OF TEXAS
FIRM CERTIFICATE NO. 101011–00
DATE: MARCH 13, 2026

JEFFREY A. WOOD #6220 REGISTERED PROFESSIONAL LAND SURVEYOR

NOTES:
1) ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480060 0355 E, DATED DECEMBER 21, 2017, THIS PROPERTY LIES IN ZONE AE, ZONE A AND ZONE X, A PORTION OF THIS PROPERTY APPEARS TO LIE WITHIN A 100–YEAR FLOOD PLAIN.
2) SURVEY PREPARED WITHOUT THE BENEFIT OF TITLE COMMITMENT, SURVEYOR DID NOT RESEARCH EASEMENTS OF RECORDED OR NOT OF RECORDED.

BOUNDARY SURVEY

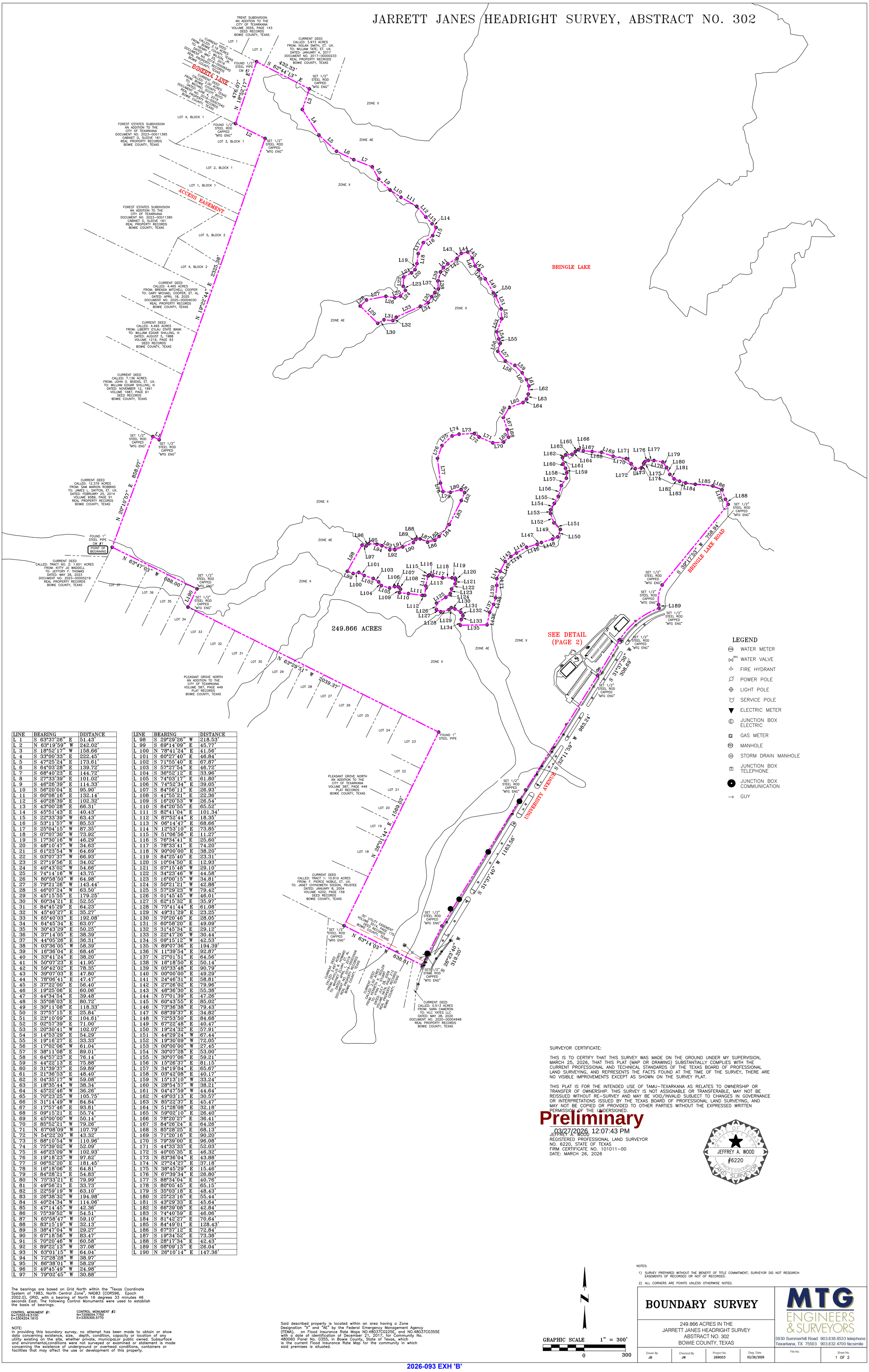
138.788 ACRES IN THE
J. W. FORT HEADRIGHT SURVEY
ABSTRACT NO. 218
BOWIE COUNTY, TEXAS

MTG ENGINEERS & SURVEYORS
5930 Summerhill Road 903.838.8533 telephone
Texarkana, TX 75503 903.832.4700 facsimile

Drawn By	Checked By	Project No.	Dwg. Date	File No.	Sheet No.
JB	JW	262035	03/13/2026		1 OF 1

2026-093 EXH 'A'

JARRETT JANES HEADRIGHT SURVEY, ABSTRACT NO. 302



LEGEND

- WATER METER
- WATER VALVE
- FIRE HYDRANT
- POWER POLE
- LIGHT POLE
- SERVICE POLE
- ELECTRIC METER
- JUNCTION BOX ELECTRIC
- GAS METER
- MANHOLE
- STORM DRAIN MANHOLE
- JUNCTION BOX TELEPHONE
- JUNCTION BOX COMMUNICATION
- GUY

LINE	BEARING	DISTANCE
L 1	S 63°37'26" E	51.43'
L 2	N 63°19'59" W	242.02'
L 3	S 18°52'17" W	158.66'
L 4	S 33°00'33" E	222.45'
L 5	S 47°25'24" E	173.61'
L 6	S 64°03'28" E	139.72'
L 7	S 68°40'23" E	144.72'
L 8	S 27°33'39" E	101.02'
L 9	S 46°26'39" E	114.33'
L 10	S 56°20'04" E	95.90'
L 11	S 60°08'16" E	132.14'
L 12	S 40°28'39" E	102.32'
L 13	S 43°00'28" E	66.31'
L 14	S 45°51'43" E	40.43'
L 15	S 22°33'39" W	63.43'
L 16	S 53°11'57" W	85.53'
L 17	S 25°04'15" W	87.35'
L 18	S 07°07'30" W	73.92'
L 19	S 17°30'16" W	46.29'
L 20	S 48°10'47" W	34.63'
L 21	S 61°23'54" W	64.69'
L 22	S 03°07'37" W	66.93'
L 23	S 27°19'56" E	34.02'
L 24	S 40°43'02" W	54.66'
L 25	S 74°14'16" W	43.75'
L 26	N 80°58'50" W	64.98'
L 27	S 79°21'26" W	143.44'
L 28	S 46°07'24" W	63.50'
L 29	S 45°15'55" E	179.25'
L 30	N 60°34'21" E	52.55'
L 31	S 84°45'29" E	64.23'
L 32	N 45°40'27" E	35.27'
L 33	N 65°40'03" E	192.08'
L 34	N 64°45'34" E	63.07'
L 35	N 30°43'29" E	50.25'
L 36	N 37°14'05" E	38.39'
L 37	N 44°05'26" E	36.31'
L 38	N 03°36'05" W	58.39'
L 39	N 16°36'04" E	68.46'
L 40	N 33°41'24" E	38.20'
L 41	N 50°07'23" E	41.95'
L 42	N 59°42'02" E	78.35'
L 43	N 39°07'03" E	47.80'
L 44	N 78°06'41" E	47.47'
L 45	S 37°22'00" E	56.40'
L 46	S 19°25'06" E	60.06'
L 47	S 44°34'54" E	39.48'
L 48	S 35°08'03" E	80.72'
L 49	S 30°11'08" E	118.33'
L 50	S 37°57'15" E	25.84'
L 51	S 23°10'09" E	104.61'
L 52	S 02°57'39" E	71.00'
L 53	S 20°30'41" W	102.07'
L 54	S 14°53'29" E	54.29'
L 55	S 19°16'27" E	33.33'
L 56	S 17°02'06" W	61.04'
L 57	S 38°11'08" E	89.01'
L 58	S 64°57'23" E	76.14'
L 59	S 44°22'13" E	75.88'
L 60	S 31°39'37" E	59.89'
L 61	S 21°36'53" E	48.40'
L 62	S 04°35'17" W	59.08'
L 63	S 18°35'44" W	38.34'
L 64	S 45°22'46" W	36.26'
L 65	S 70°23'25" W	105.75'
L 66	S 31°14'49" W	84.84'
L 67	S 17°57'46" E	93.81'
L 68	S 09°15'21" E	55.74'
L 69	S 45°00'00" W	50.14'
L 70	S 85°52'21" W	79.26'
L 71	N 67°08'09" W	107.79'
L 72	N 54°22'20" W	43.32'
L 73	S 88°10'54" W	110.96'
L 74	S 75°39'02" W	52.09'
L 75	S 46°23'09" W	102.93'
L 76	S 19°18'23" W	97.62'
L 77	S 06°52'20" E	181.45'
L 78	S 16°18'06" E	64.81'
L 79	S 84°28'21" E	54.83'
L 80	N 75°33'21" E	79.99'
L 81	S 49°56'21" E	33.73'
L 82	S 22°59'19" W	63.10'
L 83	S 26°38'32" W	194.98'
L 84	S 40°24'34" W	114.06'
L 85	S 47°14'45" W	42.36'
L 86	S 75°39'52" W	54.51'
L 87	N 65°58'47" W	59.10'
L 88	S 83°15'19" W	32.13'
L 89	S 38°47'04" W	29.27'
L 90	S 67°18'56" W	83.47'
L 91	S 70°20'46" W	60.58'
L 92	S 89°22'13" W	37.08'
L 93	N 63°01'15" W	64.04'
L 94	N 72°28'28" W	38.97'
L 95	N 86°38'01" W	58.29'
L 96	S 49°45'49" W	24.98'
L 97	N 79°02'45" W	30.88'

LINE	BEARING	DISTANCE
L 98	S 29°29'26" W	218.53'
L 99	S 69°14'09" E	45.77'
L 100	N 78°41'24" E	41.56'
L 101	S 60°27'40" E	46.84'
L 102	S 71°55'40" E	67.87'
L 103	S 57°27'54" E	46.72'
L 104	S 36°52'12" E	33.96'
L 105	S 74°03'17" E	61.80'
L 106	N 74°52'34" E	39.05'
L 107	S 84°56'11" E	26.93'
L 108	S 41°55'21" E	22.36'
L 109	S 16°20'53" W	26.54'
L 110	S 84°20'55" E	65.52'
L 111	S 82°41'04" E	101.34'
L 112	N 87°52'44" E	18.35'
L 113	N 06°14'47" E	68.66'
L 114	N 12°53'10" E	73.85'
L 115	N 51°06'56" E	11.27'
L 116	S 76°34'41" E	25.60'
L 117	S 78°33'41" E	74.20'
L 118	N 90°00'00" E	38.20'
L 119	S 84°25'40" E	23.31'
L 120	S 10°04'50" E	12.93'
L 121	S 07°15'48" W	29.10'
L 122	S 34°23'46" W	44.58'
L 123	S 16°00'15" W	34.81'
L 124	S 50°21'21" W	42.88'
L 125	S 57°29'23" W	79.42'
L 126	S 01°45'45" W	46.01'
L 127	S 62°15'32" E	35.97'
L 128	N 75°41'44" E	61.08'
L 129	N 49°31'29" E	23.25'
L 130	S 70°20'46" E	28.05'
L 131	S 60°58'20" E	49.09'
L 132	S 31°45'34" E	29.12'
L 133	S 22°47'26" W	30.44'
L 134	S 09°15'12" W	42.53'
L 135	N 89°07'36" E	194.39'
L 136	N 11°39'54" E	92.87'
L 137	N 27°01'51" E	64.56'
L 138	N 16°18'50" E	50.14'
L 139	N 05°33'48" E	90.79'
L 140	N 00°00'00" E	49.29'
L 141	N 24°46'31" E	58.81'
L 142	N 27°26'02" E	79.96'
L 143	N 48°36'30" E	55.38'
L 144	N 57°01'39" E	47.26'
L 145	N 60°43'55" E	85.02'
L 146	N 73°36'38" E	79.43'
L 147	N 68°39'37" E	34.82'
L 148	N 72°53'50" E	84.68'
L 149	N 67°22'48" E	40.47'
L 150	N 19°24'32" E	57.91'
L 151	N 44°29'24" W	67.44'
L 152	N 19°30'09" W	72.05'
L 153	N 00°00'00" W	27.45'
L 154	N 30°07'28" E	53.00'
L 155	N 30°07'06" E	59.21'
L 156	N 15°26'37" E	81.15'
L 157	N 34°19'04" E	65.67'
L 158	N 03°42'08" E	40.17'
L 159	N 15°13'10" W	33.24'
L 160	N 28°54'57" W	38.21'
L 161	N 04°47'59" W	44.64'
L 162	N 49°03'13" E	30.57'
L 163	N 85°22'37" E	45.47'
L 164	N 51°28'08" E	32.18'
L 165	N 59°02'10" E	26.40'
L 166	S 78°20'27" E	36.41'
L 167	S 84°26'24" E	64.26'
L 168	S 85°28'25" E	68.13'
L 169	S 71°20'16" E	90.20'
L 170	S 79°39'00" E	96.08'
L 171	S 44°33'33" E	52.03'
L 172	S 40°05'35" E	46.32'
L 173	N 83°36'04" E	43.88'
L 174	N 27°24'27" E	37.18'
L 175	N 38°45'29" E	15.46'
L 176	N 67°39'34" E	26.80'
L 177	S 88°34'04" E	40.76'
L 178	S 80°05'45" E	65.15'
L 179	S 35°03'18" E	48.43'
L 180	S 25°23'16" E	55.44'
L 181	S 43°29'33" E	45.64'
L 182	S 66°39'08" E	42.84'
L 183	S 74°40'59" E	46.06'
L 184	S 81°42'27" E	70.64'
L 185	S 84°49'01" E	128.43'
L 186	S 67°37'12" E	72.84'
L 187	S 19°34'52" E	73.38'
L 188	S 28°17'34" E	42.43'
L 189	S 08°09'13" E	26.04'
L 190	N 26°10'14" E	147.36'

The bearings are based on Grid North within the "Texas Coordinate System of 1983, North Central Zone", NAD83 (CORS96, Epoch 2002.0), GRID, with a bearing of North 16 degrees 33 minutes 46 seconds East. The following Control Monuments were used to establish the basis of bearings:

CONTROL MONUMENT #1
N=7255519.5100
E=3304254.1610

CONTROL MONUMENT #2
N=7259054.7750
E=3305305.5770

NOTE:
In providing this boundary survey, no attempt has been made to obtain or show data concerning existence, size, depth, condition, capacity or location of any utility existing on the site, whether private, municipaLor public owned. Subsurface and environmentaLconditions were not surveyed or examined or statement is made concerning the existence of underground or overhead conditions, containers or facilities that may affect the use or development of this property.

Said described property is located within an area having a Zone Designation "X" and "AE" by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Maps NO.48037C0225E, and NO.48037C0355E with a date of identification of December 21, 2017, for Community No. 480060 Panel No. 0355, in Bowie County, State of Texas, which is the current Flood Insurance Rate Map for the community in which said premises is situated.

SURVEYOR CERTIFICATE:

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, MARCH 25, 2026, THAT THIS PLAT (MAP OR DRAWING) SUBSTANTIALLY COMPLIES WITH THE CURRENT PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY, THERE ARE NO VISIBLE IMPROVEMENTS EXCEPT AS SHOWN ON THE SURVEY PLAT.

THIS PLAT IS FOR THE INTENDED USE OF TAMU-TEXARKANA AS RELATES TO OWNERSHIP OR TRANSFER OF OWNERSHIP. THIS SURVEY IS NOT ASSIGNABLE OR TRANSFERABLE, MAY NOT BE REISSUED WITHOUT RE-SURVEY AND MAY BE VOID/INVALID SUBJECT TO CHANGES IN GOVERNANCE OR INTERPRETATIONS ISSUED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND MAY NOT BE COPIED OR PROVIDED TO OTHER PARTIES WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE UNDERSIGNED.

Preliminary
03/27/2026 12:07:43 PM

JEFFREY A. WOOD
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6220, STATE OF TEXAS
FIRM CERTIFICATE NO. 101011-00
DATE: MARCH 26, 2026

STATE OF TEXAS
JEFFREY A. WOOD
#6220
PROFESSIONAL LAND SURVEYOR

GRAPHIC SCALE 1" = 300'
0 300

NOTES:
1) SURVEY PREPARED WITHOUT THE BENEFIT OF TITLE COMMITMENT, SURVEYOR DID NOT RESEARCH EASEMENTS OF RECORDED OR NOT OF RECORDED.
2) ALL CORNERS ARE POINTS UNLESS OTHERWISE NOTED.

BOUNDARY SURVEY

249.866 ACRES IN THE
JARRETT JANES HEADRIGHT SURVEY
ABSTRACT NO. 302
BOWIE COUNTY, TEXAS

MTG ENGINEERS & SURVEYORS
5930 Summerhill Road 903.838.8533 telephone
Texarkana, TX 75503 903.832.4700 facsimile

Drawn By	Checked By	Project No.	Dwg. Date	File No.	Sheet No.
JB	JW	269003	03/26/2026		1 OF 2

2026-093 EXH 'B'

PROPERTY DESCRIPTION
249.866 ACRES
BOWIE COUNTY, TEXAS

All that certain lot, tract or parcel of land situated in the Jarrett Janes Headright Survey, Abstract No. 302, Bowie County, Texas, being a part of that certain tract of land described as 311.537 acres in the lease agreement from the City of Texarkana, Texas, to Hank Haney Golf, Inc, dated June 26, 2001, recorded in Volume 3514, Page 175 of the Deed Records of Bowie, County, Texas, same being all of the Tenth Tract 10, Twelfth Tract, and a part of the Third Tract, Eighth Tract, Fourteenth Tract, and Fifteenth Tract in the deed from Texarkana Water Corporation to the City of Texarkana, Texas, dated August 27th, 1948, recorded in Volume 250, Page 447 of the Deed Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch steel pipe found for a corner lying in the East line of that certain tract of land described as 12.379 acres in the deed from Sam Marion Robbins to James L. Dayton, Et. Ux., dated February 25, 2014, recorded in Volume 6589, Page 91 of the Real Property Records of Bowie County, Texas, said corner being the Southwest corner of the said 311.537 acres and the Northwest corner of Lot 37 of Pleasant Grove North, according to the plat recorded in Volume 587, Page 449 of the Plat Records of Bowie County, Texas;

THENCE North 20 degrees 10 minutes 57 seconds East a distance of 858.07 feet along the West line of the said 311.537 acre tract and the East line of 12.379 acre tract to a 1/2 inch steel rod capped "MTG ENG" set for a corner, lying in the South line of that certain tract of land described as 7.136 acres in the deed from John O. Bivens, Et. Al., to William Edgar Shilling, III, dated November 12, 1991, recorded in Volume 1687, Page 61 of the Deed Records of Bowie County, Texas, said corner being the Northeast corner of the said 12.379 acre tract;

THENCE South 63 degrees 37 minutes 26 seconds East a distance of 51.43 feet along the North line of the said 311.537 acre tract and the South line of the said 7.136 acre tract to a 1/2 inch steel rod capped "MTG ENG" set for a corner;

THENCE North 19 degrees 22 minutes 44 seconds East a distance of 2325.38 feet along the West line of the said 311.537 acre tract, the East line of the said 7.136 acre tract, the East line of that certain tract of land described as 4.465 acres in the deed from Liberty Eylau State Bank to William Edgar Shilling, III, dated August 5, 1988, recorded in Volume 1219, Page 93 of the Deed Records of Bowie County, Texas, the East line of that certain tract of land described as 4.465 acres in the deed from Brenda Mitchell Cooper to Gary Michael Cooper, Et. Al., dated April 18, 2025, recorded in Document Number 2025–00004030 of the Real Property Records of Bowie County, Texas, the East line of Lots 4 and 5, Block 2 and Lots 1, 2, and 3, Block 1 Forest Estates Subdivision, according to the plat recorded in Document Number 2023–00011395 and Cabinet D, Sleeve 161 of the Real Property Records of Bowie County, Texas to a 1/2 inch steel rod capped "MTG ENG" set for a corner, said corner being the Northeast corner of the said Lot 3, Block 1

THENCE North 63 degrees 19 minutes 59 seconds West a distance of 242.02 feet along the South line of the said 311.537 acres and the North line of the said North line of the said Lot 3, Block 1 to a 1/2 inch steel rod capped "MTG ENG" found for a corner, said corner being the Southeast corner of that certain tract of land described as 2.00 acres in the deed from Bowie County, Texas to Michael Scott Boyd, dated June 4, 2019, recorded in Document Number 2019–00007040 of the Real Property Records of Bowie County, Texas;

THENCE North 18 degrees 52 minutes 17 seconds East a distance of 476.07 feet along the West line of the said 311.537 acre tract, the East line of the said 2.00 acre tract and the East line of that certain tract of land described as 2.19 acres in the deed from Bowie County, Texas to Henry C. Wilson, Jr., dated May 25, 2016, recorded in Document Number 2016–00006545 of the Real Property Records of Bowie County, Texas to a 1/2 inch steel pipe found for a corner lying in the South line of Lot 2 of Trent Subdivision an addition to the City of Texarkana, recorded in Volume 3555, Page 143 of the Deed Records of Bowie County, Texas, said corner being the Northwest corner of the said 311.537 acre tract and the Northeast corner of the said 2.19 acre tract;

THENCE South 62 degrees 44 minutes 13 seconds East a distance of 432.33 feet along the North line of the said 311.537 acre tract, the South Lot 2 of the said Trent Subdivision and the South line of that certain tract of land described as 3.973 acres in the deed from Nolan Smith, Et. Ux., to William Tate, Et. Ux., dated January 4, 2017, recorded in Document Number 2017–00000233 of the Real Property Records of Bowie County, Texas to a 1/2 inch steel rod capped "MTG ENG" set for a corner lying in the West bank of Bringle Lake;

THENCE in a Southeasterly direction along the South bank of Bringle Lake the following courses and distances:

THENCE South 18 degrees 52 minutes 17 seconds West a distance of 158.66 feet to a point for a corner;
THENCE South 33 degrees 00 minutes 33 seconds East a distance of 222.45 feet to a point for a corner;
THENCE South 47 degrees 25 minutes 24 seconds East a distance of 173.61 feet to a point for a corner;
THENCE South 64 degrees 03 minutes 28 seconds East a distance of 139.72 feet to a point for a corner;
THENCE South 68 degrees 40 minutes 23 seconds East a distance of 144.72 feet to a point for a corner;
THENCE South 27 degrees 33 minutes 39 seconds East a distance of 101.02 feet to a point for a corner;
THENCE South 46 degrees 26 minutes 39 seconds East a distance of 114.33 feet to a point for a corner;
THENCE South 56 degrees 20 minutes 04 seconds East a distance of 95.90 feet to a point for a corner;
THENCE South 60 degrees 08 minutes 16 seconds East a distance of 132.14 feet to a point for a corner;
THENCE South 40 degrees 28 minutes 39 seconds East a distance of 102.32 feet to a point for a corner;
THENCE South 43 degrees 00 minutes 28 seconds East a distance of 66.31 feet to a point for a corner;
THENCE South 45 degrees 51 minutes 43 seconds East a distance of 40.43 feet to a point for a corner;
THENCE South 22 degrees 33 minutes 39 seconds West a distance of 63.43 feet to a point for a corner;
THENCE South 53 degrees 11 minutes 57 seconds West a distance of 85.53 feet to a point for a corner;
THENCE South 25 degrees 04 minutes 15 seconds West a distance of 87.35 feet to a point for a corner;
THENCE South 07 degrees 07 minutes 30 seconds West a distance of 73.92 feet to a point for a corner;
THENCE South 17 degrees 30 minutes 16 seconds West a distance of 46.29 feet to a point for a corner;
THENCE South 48 degrees 10 minutes 47 seconds West a distance of 34.63 feet to a point for a corner;
THENCE South 61 degrees 23 minutes 54 seconds West a distance of 64.69 feet to a point for a corner;
THENCE South 03 degrees 07 minutes 37 seconds West a distance of 66.93 feet to a point for a corner;
THENCE South 27 degrees 19 minutes 56 seconds East a distance of 34.02 feet to a point for a corner;
THENCE South 40 degrees 43 minutes 02 seconds West a distance of 54.66 feet to a point for a corner;
THENCE South 74 degrees 14 minutes 16 seconds West a distance of 43.75 feet to a point for a corner;
THENCE North 80 degrees 58 minutes 50 seconds West a distance of 64.98 feet to a point for a corner;
THENCE South 79 degrees 21 minutes 26 seconds West a distance of 143.44 feet to a point for a corner;
THENCE South 46 degrees 07 minutes 24 seconds West a distance of 63.50 feet to a point for a corner;
THENCE South 45 degrees 15 minutes 55 seconds East a distance of 179.25 feet to a point for a corner;
THENCE North 60 degrees 34 minutes 21 seconds East a distance of 52.55 feet to a point for a corner;
THENCE South 84 degrees 45 minutes 29 seconds East a distance of 64.23 feet to a point for a corner;
THENCE North 45 degrees 40 minutes 27 seconds East a distance of 35.27 feet to a point for a corner;
THENCE North 65 degrees 40 minutes 03 seconds East a distance of 192.08 feet to a point for a corner;
THENCE North 64 degrees 45 minutes 34 seconds East a distance of 63.07 feet to a point for a corner;
THENCE North 30 degrees 43 minutes 29 seconds East a distance of 50.25 feet to a point for a corner;
THENCE North 37 degrees 14 minutes 05 seconds East a distance of 38.39 feet to a point for a corner;
THENCE North 44 degrees 05 minutes 26 seconds East a distance of 36.31 feet to a point for a corner;
THENCE North 03 degrees 36 minutes 05 seconds West a distance of 58.39 feet to a point for a corner;
THENCE North 16 degrees 36 minutes 04 seconds East a distance of 68.46 feet to a point for a corner;
THENCE North 33 degrees 41 minutes 24 seconds East a distance of 38.20 feet to a point for a corner;
THENCE North 50 degrees 07 minutes 23 seconds East a distance of 41.95 feet to a point for a corner;
THENCE North 59 degrees 42 minutes 02 seconds East a distance of 78.35 feet to a point for a corner;
THENCE North 39 degrees 07 minutes 03 seconds East a distance of 47.80 feet to a point for a corner;
THENCE North 78 degrees 06 minutes 41 seconds East a distance of 47.47 feet to a point for a corner;
THENCE South 37 degrees 22 minutes 00 seconds East a distance of 56.40 feet to a point for a corner;
THENCE South 19 degrees 25 minutes 06 seconds East a distance of 60.06 feet to a point for a corner;
THENCE South 44 degrees 34 minutes 54 seconds East a distance of 39.48 feet to a point for a corner;
THENCE South 35 degrees 08 minutes 03 seconds East a distance of 80.72 feet to a point for a corner;
THENCE South 30 degrees 11 minutes 08 seconds East a distance of 118.33 feet to a point for a corner;
THENCE South 37 degrees 57 minutes 15 seconds East a distance of 25.84 feet to a point for a corner;
THENCE South 23 degrees 10 minutes 09 seconds East a distance of 104.61 feet to a point for a corner;
THENCE South 02 degrees 57 minutes 39 seconds East a distance of 71.00 feet to a point for a corner;
THENCE South 20 degrees 30 minutes 41 seconds West a distance of 102.07 feet to a point for a corner;
THENCE South 14 degrees 53 minutes 29 seconds East a distance of 54.29 feet to a point for a corner;
THENCE South 19 degrees 16 minutes 27 seconds East a distance of 33.33 feet to a point for a corner;
THENCE South 17 degrees 02 minutes 06 seconds West a distance of 61.04 feet to a point for a corner;
THENCE South 38 degrees 11 minutes 08 seconds East a distance of 89.01 feet to a point for a corner;
THENCE South 64 degrees 57 minutes 23 seconds East a distance of 76.14 feet to a point for a corner;
THENCE South 44 degrees 22 minutes 13 seconds East a distance of 75.88 feet to a point for a corner;
THENCE South 31 degrees 39 minutes 37 seconds East a distance of 59.89 feet to a point for a corner;
THENCE South 21 degrees 36 minutes 53 seconds East a distance of 48.40 feet to a point for a corner;
THENCE South 04 degrees 35 minutes 17 seconds West a distance of 59.08 feet to a point for a corner;
THENCE South 18 degrees 35 minutes 44 seconds West a distance of 38.34 feet to a point for a corner;
THENCE South 45 degrees 22 minutes 46 seconds West a distance of 36.26 feet to a point for a corner;
THENCE South 70 degrees 23 minutes 25 seconds West a distance of 105.75 feet to a point for a corner;
THENCE South 31 degrees 14 minutes 49 seconds West a distance of 84.84 feet to a point for a corner;
THENCE South 17 degrees 57 minutes 46 seconds East a distance of 93.81 feet to a point for a corner;
THENCE South 09 degrees 15 minutes 21 seconds East a distance of 55.74 feet to a point for a corner;
THENCE South 45 degrees 00 minutes 00 seconds West a distance of 50.14 feet to a point for a corner;
THENCE South 85 degrees 52 minutes 21 seconds West a distance of 79.26 feet to a point for a corner;
THENCE North 67 degrees 08 minutes 09 seconds West a distance of 107.79 feet to a point for a corner;
THENCE North 54 degrees 22 minutes 20 seconds West a distance of 43.32 feet to a point for a corner;
THENCE South 88 degrees 10 minutes 54 seconds West a distance of 110.96 feet to a point for a corner;
THENCE South 75 degrees 39 minutes 02 seconds West a distance of 52.09 feet to a point for a corner;
THENCE South 46 degrees 23 minutes 09 seconds West a distance of 102.93 feet to a point for a corner;
THENCE South 19 degrees 18 minutes 23 seconds West a distance of 97.62 feet to a point for a corner;
THENCE South 06 degrees 52 minutes 20 seconds East a distance of 181.45 feet to a point for a corner;
THENCE South 16 degrees 18 minutes 06 seconds East a distance of 64.81 feet to a point for a corner;
THENCE South 84 degrees 28 minutes 21 seconds East a distance of 54.83 feet to a point for a corner;
THENCE North 75 degrees 33 minutes 21 seconds East a distance of 79.99 feet to a point for a corner;
THENCE South 49 degrees 56 minutes 21 seconds East a distance of 33.73 feet to a point for a corner;
THENCE South 22 degrees 59 minutes 19 seconds West a distance of 63.10 feet to a point for a corner;
THENCE South 26 degrees 38 minutes 32 seconds West a distance of 194.98 feet to a point for a corner;
THENCE South 40 degrees 24 minutes 34 seconds West a distance of 114.06 feet to a point for a corner;
THENCE South 47 degrees 14 minutes 45 seconds West a distance of 42.36 feet to a point for a corner;
THENCE South 75 degrees 39 minutes 52 seconds West a distance of 54.51 feet to a point for a corner;
THENCE North 65 degrees 58 minutes 47 seconds West a distance of 59.10 feet to a point for a corner;
THENCE South 83 degrees 15 minutes 19 seconds West a distance of 32.13 feet to a point for a corner;
THENCE South 38 degrees 47 minutes 04 seconds West a distance of 29.27 feet to a point for a corner;
THENCE South 67 degrees 18 minutes 56 seconds West a distance of 83.47 feet to a point for a corner;
THENCE South 70 degrees 20 minutes 46 seconds West a distance of 60.58 feet to a point for a corner;
THENCE South 89 degrees 22 minutes 13 seconds West a distance of 37.08 feet to a point for a corner;
THENCE North 63 degrees 01 minutes 15 seconds West a distance of 64.04 feet to a point for a corner;
THENCE North 72 degrees 28 minutes 28 seconds West a distance of 38.97 feet to a point for a corner;
THENCE North 86 degrees 38 minutes 01 seconds West a distance of 58.29 feet to a point for a corner;
THENCE South 49 degrees 45 minutes 49 seconds West a distance of 24.98 feet to a point for a corner;
THENCE North 79 degrees 02 minutes 45 seconds West a distance of 30.88 feet to a point for a corner;
THENCE South 29 degrees 29 minutes 26 seconds West a distance of 218.53 feet to a point for a corner;
THENCE South 69 degrees 14 minutes 09 seconds East a distance of 45.77 feet to a point for a corner;
THENCE North 78 degrees 41 minutes 24 seconds East a distance of 41.56 feet to a point for a corner;
THENCE South 60 degrees 27 minutes 40 seconds East a distance of 46.84 feet to a point for a corner;
THENCE South 71 degrees 55 minutes 40 seconds East a distance of 67.87 feet to a point for a corner;
THENCE South 57 degrees 27 minutes 54 seconds East a distance of 46.72 feet to a point for a corner;
THENCE South 36 degrees 52 minutes 12 seconds East a distance of 33.96 feet to a point for a corner;
THENCE South 74 degrees 03 minutes 17 seconds East a distance of 61.80 feet to a point for a corner;
THENCE North 74 degrees 52 minutes 34 seconds East a distance of 39.05 feet to a point for a corner;
THENCE South 84 degrees 56 minutes 11 seconds East a distance of 26.93 feet to a point for a corner;
THENCE South 41 degrees 55 minutes 21 seconds East a distance of 22.36 feet to a point for a corner;
THENCE South 16 degrees 20 minutes 53 seconds West a distance of 26.54 feet to a point for a corner;
THENCE South 84 degrees 20 minutes 55 seconds East a distance of 65.52 feet to a point for a corner;
THENCE South 82 degrees 41 minutes 04 seconds East a distance of 101.34 feet to a point for a corner;
THENCE North 87 degrees 52 minutes 44 seconds East a distance of 18.35 feet to a point for a corner;
THENCE North 06 degrees 14 minutes 47 seconds East a distance of 68.66 feet to a point for a corner;
THENCE North 12 degrees 53 minutes 10 seconds East a distance of 73.85 feet to a point for a corner;
THENCE North 51 degrees 06 minutes 56 seconds East a distance of 11.27 feet to a point for a corner;
THENCE South 76 degrees 34 minutes 41 seconds East a distance of 25.60 feet to a point for a corner;
THENCE South 78 degrees 33 minutes 41 seconds East a distance of 74.20 feet to a point for a corner;
THENCE South 89 degrees 28 minutes 10 seconds East a distance of 30.56 feet to a point for a corner;
THENCE North 90 degrees 00 minutes 00 seconds East a distance of 38.20 feet to a point for a corner;
THENCE South 84 degrees 25 minutes 40 seconds East a distance of 23.31 feet to a point for a corner;
THENCE South 10 degrees 04 minutes 50 seconds East a distance of 12.93 feet to a point for a corner;
THENCE South 07 degrees 15 minutes 48 seconds West a distance of 29.10 feet to a point for a corner;
THENCE South 34 degrees 23 minutes 46 seconds West a distance of 44.58 feet to a point for a corner;
THENCE South 16 degrees 00 minutes 15 seconds West a distance of 34.81 feet to a point for a corner;
THENCE South 50 degrees 21 minutes 21 seconds West a distance of 42.88 feet to a point for a corner;
THENCE South 57 degrees 29 minutes 23 seconds West a distance of 79.42 feet to a point for a corner;
THENCE South 01 degrees 45 minutes 45 seconds West a distance of 46.01 feet to a point for a corner;
THENCE South 62 degrees 15 minutes 32 seconds East a distance of 35.97 feet to a point for a corner;
THENCE North 75 degrees 41 minutes 44 seconds East a distance of 61.08 feet to a point for a corner;
THENCE North 49 degrees 31 minutes 29 seconds East a distance of 23.25 feet to a point for a corner;
THENCE South 70 degrees 20 minutes 46 seconds East a distance of 28.05 feet to a point for a corner;
THENCE South 60 degrees 58 minutes 20 seconds East a distance of 49.09 feet to a point for a corner;
THENCE South 31 degrees 45 minutes 34 seconds East a distance of 29.12 feet to a point for a corner;
THENCE South 22 degrees 47 minutes 26 seconds West a distance of 30.44 feet to a point for a corner;
THENCE South 09 degrees 15 minutes 12 seconds West a distance of 42.53 feet to a point for a corner;
THENCE North 89 degrees 07 minutes 36 seconds East a distance of 194.39 feet to a point for a corner;
THENCE North 11 degrees 39 minutes 54 seconds East a distance of 92.87 feet to a point for a corner;
THENCE North 27 degrees 01 minutes 51 seconds East a distance of 64.56 feet to a point for a corner;
THENCE North 16 degrees 18 minutes 50 seconds East a distance of 50.14 feet to a point for a corner;
THENCE North 05 degrees 33 minutes 48 seconds East a distance of 90.79 feet to a point for a corner;
THENCE North 00 degrees 00 minutes 00 seconds East a distance of 49.29 feet to a point for a corner;
THENCE North 24 degrees 46 minutes 31 seconds East a distance of 58.81 feet to a point for a corner;
THENCE North 27 degrees 26 minutes 02 seconds East a distance of 79.96 feet to a point for a corner;
THENCE North 48 degrees 36 minutes 30 seconds East a distance of 55.38 feet to a point for a corner;
THENCE North 57 degrees 01 minutes 39 seconds East a distance of 47.26 feet to a point for a corner;
THENCE North 60 degrees 43 minutes 55 seconds East a distance of 85.02 feet to a point for a corner;
THENCE North 73 degrees 36 minutes 38 seconds East a distance of 79.43 feet to a point for a corner;
THENCE North 68 degrees 39 minutes 37 seconds East a distance of 34.82 feet to a point for a corner;
THENCE North 72 degrees 53 minutes 50 seconds East a distance of 84.68 feet to a point for a corner;
THENCE North 67 degrees 22 minutes 48 seconds East a distance of 40.47 feet to a point for a corner;
THENCE North 19 degrees 24 minutes 32 seconds East a distance of 57.91 feet to a point for a corner;
THENCE North 44 degrees 29 minutes 24 seconds West a distance of 67.44 feet to a point for a corner;
THENCE North 19 degrees 30 minutes 09 seconds West a distance of 72.05 feet to a point for a corner;
THENCE North 00 degrees 00 minutes 00 seconds West a distance of 27.45 feet to a point for a corner;
THENCE North 30 degrees 07 minutes 28 seconds East a distance of 53.00 feet to a point for a corner;
THENCE North 30 degrees 07 minutes 06 seconds East a distance of 59.21 feet to a point for a corner;
THENCE North 15 degrees 26 minutes 37 seconds East a distance of 81.15 feet to a point for a corner;
THENCE North 34 degrees 19 minutes 04 seconds East a distance of 65.67 feet to a point for a corner;
THENCE North 03 degrees 42 minutes 08 seconds East a distance of 40.17 feet to a point for a corner;
THENCE North 15 degrees 13 minutes 10 seconds West a distance of 33.24 feet to a point for a corner;
THENCE North 28 degrees 54 minutes 57 seconds West a distance of 38.21 feet to a point for a corner;
THENCE North 04 degrees 47 minutes 59 seconds West a distance of 44.64 feet to a point for a corner;
THENCE North 49 degrees 03 minutes 13 seconds East a distance of 30.57 feet to a point for a corner;
THENCE North 85 degrees 22 minutes 37 seconds East a distance of 45.47 feet to a point for a corner;
THENCE North 51 degrees 28 minutes 08 seconds East a distance of 32.18 feet to a point for a corner;
THENCE North 59 degrees 02 minutes 10 seconds East a distance of 26.40 feet to a point for a corner;
THENCE South 78 degrees 20 minutes 27 seconds East a distance of 36.41 feet to a point for a corner;
THENCE South 84 degrees 26 minutes 24 seconds East a distance of 64.26 feet to a point for a corner;
THENCE South 85 degrees 28 minutes 25 seconds East a distance of 68.13 feet to a point for a corner;
THENCE South 71 degrees 20 minutes 16 seconds East a distance of 90.20 feet to a point for a corner;
THENCE South 79 degrees 39 minutes 00 seconds East a distance of 96.08 feet to a point for a corner;
THENCE South 44 degrees 33 minutes 33 seconds East a distance of 52.03 feet to a point for a corner;
THENCE South 40 degrees 05 minutes 35 seconds East a distance of 46.32 feet to a point for a corner;
THENCE North 83 degrees 36 minutes 04 seconds East a distance of 43.88 feet to a point for a corner;
THENCE North 27 degrees 24 minutes 27 seconds East a distance of 37.18 feet to a point for a corner;
THENCE North 38 degrees 45 minutes 29 seconds East a distance of 15.46 feet to a point for a corner;
THENCE North 67 degrees 39 minutes 34 seconds East a distance of 26.80 feet to a point for a corner;
THENCE South 88 degrees 34 minutes 04 seconds East a distance of 40.76 feet to a point for a corner;
THENCE South 80 degrees 05 minutes 45 seconds East a distance of 65.15 feet to a point for a corner;
THENCE South 35 degrees 03 minutes 18 seconds East a distance of 48.43 feet to a point for a corner;
THENCE South 25 degrees 23 minutes 16 seconds East a distance of 55.44 feet to a point for a corner;
THENCE South 43 degrees 29 minutes 33 seconds East a distance of 45.64 feet to a point for a corner;
THENCE South 66 degrees 39 minutes 08 seconds East a distance of 42.84 feet to a point for a corner;
THENCE South 74 degrees 40 minutes 59 seconds East a distance of 46.06 feet to a point for a corner;
THENCE South 81 degrees 42 minutes 27 seconds East a distance of 70.64 feet to a point for a corner;
THENCE South 84 degrees 49 minutes 01 seconds East a distance of 128.43 feet to a point for a corner;
THENCE South 67 degrees 37 minutes 12 seconds East a distance of 72.84 feet to a point for a corner;
THENCE South 19 degrees 34 minutes 52 seconds East a distance of 73.38 feet to a point for a corner;
THENCE South 28 degrees 17 minutes 34 seconds East a distance of 42.43 feet to a 1/2 inch steel rod capped "MTG ENG" set for a corner lying in the West line of Bringle Lake Road;

THENCE South 39 degrees 17 minutes 53 seconds West a distance of 758.94 feet along the West line of Bringle Lake Road to a 1/2 inch steel rod capped "MTG ENG" set for a corner at the beginning of a circular curve to the left;

THENCE in a Southerly direction along the arc of the said circular curve to the left a distance of 148.28 feet, with a radius of 226.00 feet, a central angle of 37 degrees 35 minutes 27 seconds, a chord bearing of South 10 degrees 38 minutes 30 seconds West, and a chord distance of 145.63 feet along the West line of Bring Lake Road to a 1/2 inch steel rod capped "MTG ENG" set to a point for a corner at the end of the said circular curve to the left;

THENCE South 08 degrees 09 minutes 13 seconds East a distance of 26.04 feet along the West line of the said Bringle Lake Road to a 1/2 inch steel rod capped "MTG ENG" set for a corner lying in the intersection of the West line of the said Bringle Lake Road and the West line of University Avenue and the beginning of a circular curve to the left;

THENCE in a Southwesterly direction along the arc of the said circular curve to the left a distance of 372.16 feet, with a radius of 555.11 feet, a central angle of 38 degrees 24 minutes 47 seconds, a chord bearing of South 51 degrees 17 minutes 50 seconds West, and a chord distance of 365.23 feet along the West line of University Avenue to a 1/2 inch steel rod capped "MTG ENG" set for a corner a the end of the said circular curve to the left;

THENCE South 31 degrees 37 minutes 30 seconds West a distance of 308.69 feet along the West line of the said University Avenue to a 1/2 inch steel rod capped "MTG ENG" set for a corner at an angle point;

THENCE South 32 degrees 11 minutes 59 seconds West a distance of 983.24 feet along the West line of the said University Avenue to a 1/2 inch steel rod capped "MTG ENG" set for a corner at an angle point;

THENCE South 31 degrees 37 minutes 40 seconds West a distance of 1163.56 feet along the West line of the said University Avenue to a 1/2 inch steel rod capped "MTG ENG" set for a corner at an angle point;

THENCE South 26 degrees 23 minutes 40 seconds West a distance of 319.20 feet along the West line of the said University Avenue to a 1/2 inch steel rod capped "MTG ENG" set for a corner, said corner being the Southeast corner of the said 311.537 acres and the Northeast corner of that certain tract of land described as 0.513 acres in the deed from Sara Cameron to HLC Yates LLC, dated may 28, 2020, recorded in Document Number 2020–00004948 of the Real Property Records of Bowie County, Texas;

THENCE North 63 degrees 14 minutes 03 seconds West a distance of 638.81 feet along the South line of the said 311.537 acres, the North line of the said 0.513 acre tract, the North line of that certain tract of land described as 2.50 acres from the Kenneth K. Segler to Vynn L. Stuart, dated July 28, 2009, recorded in Volume 5679, Page 212 of the Real Property Records of Bowie County, Texas and the North line of 2.497 acres in the deed from Phyllis R. Howard to Whitney Elijah, Et. Al., dated April 1, 2019, recorded in Document Number 2019–0000–3409 of the Real Property Records of Bowie County, Texas to a 1/2 inch steel rod capped "MTG ENG" set for a corner, said corner being the Southeast corner of that certain tract of land described as Tract 1: 10.910 acres in the deed from F. Pierce Noble, Et. Ux., to Janet Chynoweth Sisson, Trustee, dated January 8, 2004, recorded in Volume 4202, Page 159 of the Deed Records of Bowie County, Texas;

THENCE North 26 degrees 01 minutes 44 seconds East a distance of 1569.02 feet along the West line of the said 311.537 acre tract, the East line of the said 10.910 acre tract and the East line of Lots 18 – 23 of the said Pleasant Grove North to a 1 inch steel pipe found for a corner, said corner being the Northeast corner of the said Lot 23;

THENCE North 63 degrees 29 minutes 51 seconds West a distance of 2039.37 feet along the South line of the said 311.537 acre tract and the North line of Lots 23–34 to a 1/2 inch steel rod capped "MTG ENG" set for a corner, said corner being an inside ell corner of the said Lot 34;

THENCE North 26 degrees 10 minutes 14 seconds East a distance of 147.36 feet along the West line of the said 311.537 acre tract and the East line of the said Lot 34 to a 1/2 inch steel rod capped "MTG ENG" set for a corner, said corner being an outside ell corner of the said Lot 34;

THENCE North 63 degrees 47 minutes 03 seconds West a distance of 688.00 feet along the South line of the said 311.537 acre tract and the North line of Lots 34–37 to the POINT OF BEGINNING and containing 249.866 acres of land.

SURVEYOR CERTIFICATE:

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION, MARCH 25, 2026, THAT THIS PLAT (MAP OR DRAWING) SUBSTANTIALLY COMPLIES WITH THE CURRENT PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY, THERE ARE NO VISIBLE IMPROVEMENTS EXCEPT AS SHOWN ON THE SURVEY PLAT.

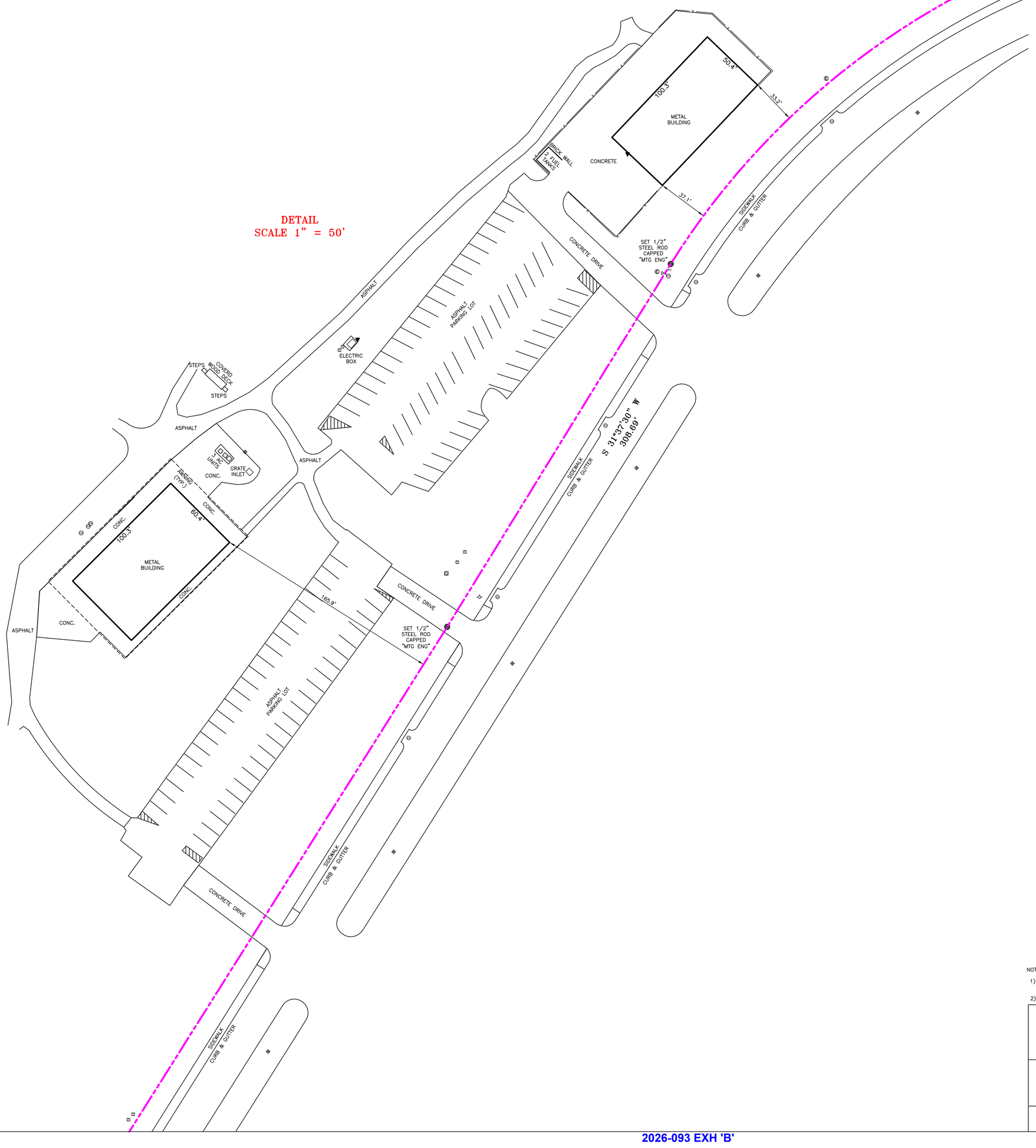
THIS PLAT IS FOR THE INTENDED USE OF TAMU–TEXARKANA AS RELATES TO OWNERSHIP OR TRANSFER OF OWNERSHIP. THIS SURVEY IS NOT ASSIGNABLE OR TRANSFERABLE, MAY NOT BE REISSUED WITHOUT RE–SURVEY AND MAY BE VOID/INVALID SUBJECT TO CHANGES IN GOVERNANCE OR INTERPRETATIONS ISSUED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND MAY NOT BE COPIED OR PROVIDED TO OTHER PARTIES WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE UNDERSIGNED.

Preliminary
03/27/2026 12:07:25 PM

JEFFREY A. WOOD
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6220, STATE OF TEXAS
FIRM CERTIFICATE NO. 101011–00
DATE: MARCH 26, 2026

STATE OF TEXAS
REGISTERED
JEFFREY A. WOOD
#6220
PROFESSIONAL
LAND SURVEYOR

DETAIL
SCALE 1" = 50'



NOTES:

1) SURVEY PREPARED WITHOUT THE BENEFIT OF TITLE COMMITMENT, SURVEYOR DID NOT RESEARCH EASEMENTS OF RECORDED OR NOT OF RECORDED.

2) ALL CORNERS ARE POINTS UNLESS OTHERWISE NOTED.

BOUNDARY SURVEY

249.866 ACRES IN THE
JARRETT JANES HEADRIGHT SURVEY
ABSTRACT NO. 302
BOWIE COUNTY, TEXAS

Drawn By	Checked By	Project No.	Dwg. Date	File No.	Sheet No.
JB	JW	269003	03/26/2026		2 OF 2

MTG ENGINEERS & SURVEYORS
5930 Summerhill Road 903.838.8533 telephone
Texarkana, TX 75503 903.832.4700 facsimile

2026-093 EXH 'B'

APPRAISAL REPORT
OF
266 acres, more or less
Located
Along University Avenue
7401 University Avenue
Texarkana, Texas 75503



AS OF
February 25, 2026 {as is – site value – NO IMPROVEMENTS}

PREPARED FOR
Mr. Dusty Henslee, P.E., CFM, CPM
Assistant City Manager/Director of Public Works
City of Texarkana, Texas
220 Texas Boulevard
Texarkana, Texas 75501

PREPARED BY
Pam Bonds, MAI, SRA
The Appraisal Group
3601 North Robison Road
Texarkana, Texas 75501

THE APPRAISAL GROUP

Real Estate Appraisals
3601 North Robison Road
Phone (903) 793-3211 Texarkana, TX 75501 Fax (903) 793-3307

March 19, 2026

Mr. Dusty Henslee, P.E., CFM, CPM
Assistant City Manager/Director of Public Works
City of Texarkana, Texas
220 Texas Boulevard
Texarkana, Texas 75501

Re: Appraisal analysis, ***approximately 266 acres, located along University Avenue, addressed as*** 7401 University Avenue, Texarkana, Bowie County, Texas 75503

Dear Mr. Henslee:

Pursuant to your request, I have prepared an appraisal for the above referenced property. The purpose of this appraisal is to estimate the market value of the subject property's fee simple interest for the client's use in the possible negotiations, and/or sale/trade of the property that is the subject of this analysis.

This appraisal is intended for the use of the client and it's assigns only.

This report is prepared under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP). This report is also intended to comply with Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA).

The attached report details the scope of the appraisal, level of reporting, definition of value, valuation methodology, and pertinent data researched and analyzed in the development of this appraisal. I certify that I have no present or contemplated future interest in the property beyond this estimate of value. Your attention is directed to the Limiting Conditions and Assumptions, located in the body of this report. Acceptance of this report constitutes an agreement with these conditions and assumptions.

I have no knowledge of the presence of hazardous materials; however, this is not my field of expertise, and recommendation of the retention of an expert in this field is made. I am unbiased with respect to the parties involved and have no present or contemplated future interest in the property appraised. Accordingly, statements of fact are, to the best of my knowledge, correct, and compensation for making the appraisal is not contingent on the value conclusions reported herein. I have, in the past, completed appraisal assignments of similar properties, and believe the competency provision to be fulfilled. I have included supporting data, reasoning, etc.

The appraisal problem, as applied to the subject, is to determine the following stages of value:

1) Market Value, "AS IS" on the Appraisal Date - An opinion of the market value of the property in the condition observed upon inspection, and as it physically and legally exists, without hypothetical conditions, assumptions, or qualifications, as of the date the appraisal.

In this analysis, the site is currently improved with an 18-hole golf course facility including clubhouse and maintenance structure, entire golf course, etc. ***However, this analysis is made under the hypothetical condition that the site is vacant, and the estimate of value reported herein is the market value of the site, as if vacant.*** Therefore, the *"as if vacant"* value estimate for the subject approximately 266 acres, in fee simple estate, as of the date of the appraisal, February 25, 2026, is:

"AS IF VACANT" —— $2,527,000.00 (266 acres "as if vacant")

With proper marketing, it is my opinion that the subject property will sell for the above estimated value within one to two years of the appraisal date, under the stated hypothetical conditions and extraordinary assumptions.

HYPOTHETICAL CONDITIONS AND EXTRAORDINARY ASSUMPTIONS: *This appraisal has been completed under the extraordinary assumptions 1) that no environmental issues impact this property, and 2) that the sizes stated within this analysis are correct, since no survey was provided, 3) the special zoning district could be changed from the current District 10, to be used for residential development. I have included the* ***hypothetical condition that there are no improvements on the site,*** *per the request of the owner, City of Texarkana, Texas – I was informed that the negotiations for the improvements are being conducted separately [the golf course improvements inclusive of course/greens/driving paths, irrigation, and the metal clubhouse and maintenance building, parking, etc. I have appraised the 266 acres as a vacant tract, ready for development for the specific use of the City of Texarkana, and no other user.* **These assumptions and hypothetical conditions impact the value reported within this appraisal.**

Respectfully submitted,
The Appraisal Group



Pam Bonds, MAI, SRA
Real Estate Appraiser, Member #12014
Texas Appraiser Certification#1320451-CG
Expiration Date April 30, 2027
Arkansas Appraiser Certification # CG0336
Expiration date: June 30, 2026

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Letter of Engagement
Bowie County Tax appraisal district printout
Assignment of Lease – to obtain legal description of site
Arkansas Appraiser License/Certification
Texas Appraiser License/Certification

Executive Summary

Property Information:	
Subject Property:	Hypothetical, AS VACANT
Address:	Approximately 266 acres, access from University Avenue, Texarkana, Texas
Tax ID:	11700017901
Property Type:	HYPOTHETICAL - Vacant residential land
Owner of Record:	City of Texarkana, Texas at land, Texarkana Golf Ranch, LLP at all improvements – land is leased
Site Characteristics:	
Land Area:	Approximately 266 acres
Zoning Designation:	University Planned Development District
Highest and Best Use:	
As if Vacant:	**Multi use/residential**
As Improved:	**HYPOTHETICAL, AS IF VACANT**
Valuation Information:	
Property Interest Appraised:	**Fee Simple**
Effective Date of Appraisal:	February 25, 2026
Date of this Report:	**March 19, 2026**
Exposure time: Marketing Period:	**12-24 months exposure/12-24months marketing**
Market Value Indications:	

Cost Approach….....	N/A
Sales Comparison Approach…...	**$2,527,000.00**
Income Approach….....	N/A

Reconciled value estimate……. $2,527,000.00

See Extraordinary Assumptions of this appraisal

HYPOTHETICAL, AS IF VACANT LAND – NO IMPROVEMENTS HAVE BEEN INCLUDED

Appraisal Specifics

Appraisal Purpose

The purpose of this appraisal is to estimate the market value of the fee simple interest in the subject tract, estimated to contain approximately 266 acres, excluding any contributory value of improvements [golf course and associated improvements]. SEE HYPOTHETICAL CONDITIONS.

Intended Use

The intended use of this appraisal is for use in possible negotiations, and/or sale/trade of the property that is the subject of this analysis. City of Texarkana, Texas requested value of the land as if vacant, without any improvements and I have included the hypothetical condition that no improvements were located on this site.

Intended User(s)

This appraisal is intended for the use of the client and it's assigns only, and no other user, under the hypothetical condition that there are no improvements on the site – as if a vacant tract.

Market Value Definition

The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States, and the source is: (12 C.F.R Part 34.42(h); [55 FR 34696, Aug. 24, 1990, as amended at 57 FR 12202, Apr. 9, 1992; 59 FR 29499, June 7, 1994; 79 FR 28400, May 16, 2014; 83 FR 15035, Apr. 9, 2018; 84 FR 53597, Oct. 8, 2019])

"Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(1) Buyer and seller are typically motivated;

(2) Both parties are well informed or well advised, and acting in what they consider their own best interests;

(3) A reasonable time is allowed for exposure in the open market;

(4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

(5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Property Rights Appraised

Fee Simple Estate – This is the applicable property rights – not yet built/leased
The unencumbered fee simple estate, defined in (*The Dictionary of Real Estate Appraisal, Sixth Edition, 2015)* [published by The Appraisal Institute], page 90, as:

"absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat"

No consideration was given to any liens, title defects, or other legal or financial encumbrances that may or may not exist, and the mineral interests, if any, have not been appraised, and have been considered only to the extent that they may affect the value of the fee interest. The property is appraised subject to existing easements for public roads, highways, public utilities, etc.

Leased Fee Interest – not applicable at this property – proposed, not yet leased

The property rights known as the leased fee interest, are defined in (*The Dictionary of Real Estate Appraisal, Sixth Edition, 2015)* [The Appraisal Institute], page 128, as:

"The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires."

The subject of this analysis is being appraised as vacant land. No improvements were included in this analysis. The land is leased from the City of Texarkana, Texas on a minimal lease, and the City is reportedly purchasing the improvements/golf ranch separately from the valuation of the land. As such, the leased fee interest is not considered applicable.

Five-Year Sale History

According to the information available to me, current ownership is in the name of City of Texarkana, Texas – the site was leased as 266 acres [described as larger, less and except portion in Bringle Lake], as recorded in Volume 3514, page 175 on August 8, 2001, in the Deed Records of Bowie County, Texas,

No other recorded sales were revealed to me.

Current Listing/Pending Contracts

No current contracts were revealed to me. The client requested the estimated market value of the SITE only [excluding improvements] for use in possible negotiation/trade for a separate site.

Date of the Appraisal and Date of the report

The effective date of the appraisal is the date that I physically inspected the property, February 25, 2026. The date of the report is the date of preparation, March 19, 2026.

Exposure time

The Appraisal Standards Board of the Appraisal Foundation defines exposure time as:

The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.

Based upon an analysis of the sales data, and overall market area, it is my opinion that the appropriate exposure time is twelve to twenty-four months, assuming a reasonable price and competent marketing/management.

Reasonable Marketing Time

Reasonable marketing time is the time that it *might* take to sell a specific property interest during the period immediately after the effective date of the appraisal. This estimate may be based upon statistical information, information gathered through sales verification, discussions with active market participants, and anticipated events/changes in market conditions.

Based upon market data gathered for this report, a reasonable marketing time is expected to be approximately twelve to twenty-four months.

Competency

I have experience in the appraisal of properties similar to the subject, and am deemed qualified by education, training and experience in the preparation of such reports, to comply with the Competency Provisions of USPAP.

Environmental

The subject site is improved with an 18-hole golf course, (greens, irrigation system and control, tees, bunker sand, cart paths [asphalt], and a metal club house, and a metal maintenance structure, parking, etc). The underlying land that is the subject of this analysis was leased for an extended period by the original owner/builder of the course, Hank Haney Golf, Inc. and the improvements were added by the developer. The City of Texarkana stated they are negotiating separately with the current golf course owners for the golf course, and have requested the market value of the land/site as if it were vacant. I have no knowledge of the prior uses, although the overall area appears to have once been a part of a large pastureland/partly wooded agricultural type tract, surrounding Bringle Lake, with incremental development into single family residential subdivisions in the surrounding areas. More recent development was noted in the immediate area in the construction of structures housing Texas A & M University at Texarkana, located across University Avenue.

I have no knowledge that underground storage tanks have ever occupied this site, nor am I aware of other environmental issues that may impact this area. I am not qualified to detect the presence of environmental hazards and am including this advisory that experts in the environmental field should be contacted for a definitive statement regarding the possibility of problems at these properties. ***For purposes of this analysis, I have assumed that there are no environmental problems at this site and have no reason to believe that any such conditions exist.***

Identification of the Property

The subject of this analysis has been estimated to contain approximately 266 acres out of the original parent tract, as a land lease from City of Texarkana, Texas.

The following legal description is the original parent tract that was leased for development into the Texarkana Golf Ranch – subject will be approximately 266 acres from this original tract.

Legal Description from original deed of 311.537 acres SAVE & EXCEPT ALL THAT PORTION OF THE SUBJECT RACT COVERED BY THE WATERS OF BRINGLE LAKE. Tax office states the size as 266 acres.

All that certain tract or parcel of land situated in the JARR ES I
A-302, Bowie County, Texas, being more particularly desci netes

COMMENCING at the lower Southeast corner of said Janes Headright Survey;

THENCE: N 60° 26' 16" W, with the South line of said Janes Headright Survey, 1819.91 feet to a point for corner and the POINT OF BEGINNING for the herein described tract of land;

THENCE: N 60° 24' W, continuing with the South line of said Janes Headright Survey, 691.15 feet to a point for corner;

THENCE: N 28° 34' E, 1568.09 feet to a point for corner;

THENCE: N 61° 00' W, 2041.51 feet to a point for corner;

THENCE: N 28° 44' E, 149.58 feet to a point for corner;

THENCE: N 61° 13' W, 688.00 feet to a point for corner;

THENCE: N 22° 45' E, 853.04 feet to a point for corner;

THENCE: S 65° 09' E, 50.50 feet to a point for corner;

THENCE: N 21° 57' E, 2325.38 feet to a point for corner;

THENCE: N 60° 40' W, 242.56 feet to a point for corner;

THENCE: N 21° 17' E, 475.83 feet to a point for corner;

THENCE: S 60° 41' E, 605.84 feet to a point for corner;

THENCE: S 42° 18' 1 ner;

THENCE: S 41° 50' 3 ner;

THENCE: S 38° 34 ;

THENCE: S 34° 45 ;

THENCE: S 33° 48' W, 1480.10 feet to the PLACE OF BEGINNING and containing 311.537 acres of land, more or less.

SAVE AND EXCEPT all that portion of the subject tract covered by the waters of Bringle Lake.

Appraisal Scope

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to determine the appropriate scope of work. USPAP defines the scope of work as:

"The amount and type of information researched and the analysis applied in an assignment." Scope of work includes, but is not limited to, the following:

- the degree to which the property is inspected or identified;
- the extent of research into physical or economic factors that could affect the property;
- the extent of data research; and
- the type and extent of analysis applied to arrive at opinions or conclusions.

SCOPE OF WORK	
Property Identification and Inspection:	The subject has been identified and inspected by the appraiser(s) as follows: I inspected the site and have included photographs taken on the date of the inspection. I have also includes photos of the improvements; however, this appraisal is conducted under the HYPOTHETICAL CONDITION that the site was vacant on the date of the appraisal – NO IMPROVEMENTS WERE CONSIDERED.
Analysis of Physical Factors:	All pertinent physical factors were analyzed.
Analysis of Economic Factors:	All pertinent economic factors were analyzed.
The Extent of Data Research:	The appraiser(s) maintain a current and comprehensive database of commercial, multi-family and multi-use land sales and listings for the Texarkana market area. In addition to market data developed in the course of previous appraisal work and retained in the appraiser(s) work files, other sources of information include: • MLS Records • Bowie County Deed Records • Local brokers, agents, buyers and sellers Where warranted, market data has been confirmed by a party to the transaction, or other reliable source.

The Type and Extent of Analysis:

Cost Approach: The purpose of this analysis is to estimate the value of the site, as if vacant [Hypothetical condition – no improvements on the site on the date of the appraisal]. The cost is not considered applicable in the analysis of vacant multi-family/commercial / multi-purpose land and has not been developed.

Sales Comparison Approach: This approach is applicable, necessary and has been fully developed via comparison with sales of similar vacant tracts in the area, since the subject property is being appraised as if vacant – no improvements are included in this analysis.

Income Approach: This approach is not considered applicable in the development of an analysis of vacant commercial / multi-purpose land, since no similar tracts are leased and purchased in the Texarkana market that would provide income and expense information for the development of an income approach to value. The income approach has not been developed in this appraisal. The subject site is being appraised under the hypothetical condition that no improvements are on the site.

HYPOTHETICAL CONDITIONS AND EXTRAORDINARY ASSUMPTIONS: *This appraisal has been completed under the extraordinary assumptions 1) that no environmental issues impact this property, and 2) that the sizes stated within this analysis are correct, since no survey was provided, 3) the special zoning district could be changed from the current District 10, to be used for residential development. I have included the hypothetical condition that there are no improvements on the site, per the request of the owner, City of Texarkana, Texas – I was informed that the negotiations for the improvements are being conducted separately [the golf course improvements inclusive of course/greens/driving paths, irrigation, and the metal clubhouse and maintenance building, parking, etc. I have appraised the 266 acres as a vacant tract, ready for development for the specific use of the City of Texarkana.* **These assumptions and hypothetical conditions impact the value reported within this appraisal.**

Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

1. This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise state in this report.

3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.

4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.

5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

6. All engineering is assumed to be correct. Any plot plans and illustrative materials in this report are included only to assist the reader in visualizing the property.

7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

8. It is assumed that there is full compliance with all applicable federal, state, and local laws, ordinances, regulations, building standards, use restrictions and zoning unless the lack of compliance is stated in the appraisal report. Determining and reporting on such compliance were not part of the scope of work for this assignment.

9. It is assumed that all water, sewer facilities and utilities (whether existing or proposed) are or will be in good working order, are safe for use, and are or will be sufficient to serve the current or proposed uses of the subject property or any structures or other improvements. Determining and reporting on such matters were not part of the scope of work for this assignment.

Limiting Conditions and Assumptions - continued

10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purpose only. No guarantee as to accuracy is expressed or implied.

12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

13. Unless otherwise stated in this report, the past or current existence of hazardous materials or environmental contamination on, below or near the subject property was not observed or known by the appraiser. The appraiser, however, is NOT qualified to detect such substances or to make determinations about their presence. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials or environmental contamination may affect the value of the property. Unless otherwise stated, the value estimated is predicated on the assumption that there is no such material on, below, or affecting the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering assistance required to discover them. The intended user is urged to retain an expert in this field, if desired.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.

16. The distribution, if any, of the total valuation in this report between land improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

Limiting Conditions and Assumptions - continued

17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only the proper written qualifications and only in its entirety.

18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, new sales, or other media without prior written consent and approval of the appraiser.

19. **HYPOTHETICAL CONDITIONS AND EXTRAORDINARY ASSUMPTIONS:** *This appraisal has been completed under the extraordinary assumptions 1) that no environmental issues impact this property, and 2) that the sizes stated within this analysis are correct, since no survey was provided, 3) the special zoning district could be changed from the current District 10, to be used for residential development. I have included the* ***hypothetical condition*** *that there are no improvements on the site, per the request of the owner, City of Texarkana, Texas – I was informed that the negotiations for the improvements are being conducted separately [the golf course improvements inclusive of course/greens/driving paths, irrigation, and the metal clubhouse and maintenance building, parking, etc. I have appraised the 266 acres as a vacant tract, ready for development for the specific use of the City of Texarkana and no other user.* **These assumptions and hypothetical conditions impact the value reported within this appraisal.**

Area Analysis 2026

Texarkana Metropolitan Area

Analysis of a local economy often focuses on trends in population, employment and income; hence, the conditions and prospects of a local economy are relevant for most appraisal assignments. The value of real estate in a community or region is affected by the strength of demand for its use. The economic condition of the community is a fundamental determination of the value of residential real estate in the market and of the value of office buildings, industrial buildings, retail properties and other types of real estate that serve the resident population.



The Texarkana, TX-Texarkana, AR Metropolitan Statistical Area (MSA), as defined by the United States Office of Management and Budget, was originally a two-county region anchored by the twin cities of Texarkana, Texas and Texarkana, Arkansas, and encompassing the surrounding communities in Bowie County, Texas and Miller County, Arkansas, and was expanded to include Little River County, Arkansas ; however, Little River County, Arkansas was later removed from the MSA. The Texarkana, TX-AR Metro Area has a combined population of 145,907 (2023 Census Estimate). The Texarkana Post Office is at the junction of State Line (33°26' 14"N, 94° 4' 3"W). The city is located at the junction of Interstate 30 and US Highways 59, 67, 71, and 82 in extreme Northeast Texas or extreme Southwest Arkansas, along the Texas-Arkansas border. It was rumored to have been named for its location on the state line between Bowie County, Texas and Miller County, Arkansas, just a short distance from the Louisiana border, although, there is some debate about the actual origins of the name, which was in use before the naming of the city. A more detailed history can be found at The Handbook of Texas Online. Annual Average Temperature 64.9 degrees, (January 44.4 degrees; July 82.8 degrees). Annual Average Rainfall 45.3 inches. Annual Average Snowfall 1.6 inches. Prevailing Wind Direction is Southwest. Elevation is 390 feet. Humidity (noon average) is 71%.

Regional Analysis – Continued

The topography is generally forest with hills, and includes clay, sandy and alluvial soils. The Red River travels along the northern boundaries of Miller and Bowie Counties, and the southern boundary of Little River County, in an east and west direction. There are 5 rivers and more than 100 lakes within a 50-mile radius. Millwood Lake is 22± miles north, and Lake Wright Patman is located 10± miles Southwest. Both provide water for the city.

CITY LIMITS	SQUARE MILES
Texarkana, Arkansas	**41.98 mi**
Texarkana, Texas	**31.37**
COUNTIES	
Miller County, Arkansas	**624.04**
Bowie County, Texas	**884.93**
Little River, Ar	**531.26**

Source: US Census Bureau

History
Texarkana was founded in 1873 on the junction of two railroads. The name is portmanteau of TEXas, ARKansas, and nearby LouisANA. The Texarkana metropolitan area was first defined in 1960. Then known as the Texarkana, TX-Texarkana, AR Standard Metropolitan Statistical Area, it consisted of Bowie County, Texas and Miller County, Arkansas. State Line Avenue follows the Texas-Arkansas state line throughout much of Texarkana. The two "sides" of Texarkana are separated only from a political standpoint. Thousands of locals actually live in one state and work in the other.

Government
Texarkana, Arkansas City Government, has a Mayor/Board type government, and Miller County has a County Judge & Quorum Court. Texarkana, Texas City Government has a Mayor/Council type government and Bowie County has a County Judge & Commissioners Court.

Transportation
Highway projects to expand area highways and relieve strain on the Richmond Rd. and Summerhill Rd. exits, including continuous access roads, expanded bridges, and I-30/US 59 interchange have been completed. I-49 was extended from Shreveport to Texarkana, with a future extension planned to Kansas City in the US 71 corridor. I-30 is being widened to 6 lanes (3 each way) between Texarkana (State Line and ¼ mile west of Kings Highway) by Tex Dot.

Regional Analysis – Continued

TRANSPORTATION
RAILROADS
Union Pacific, Kansas City Southern and Amtrak
More than 90 freight trains travel through Texarkana daily
Amtrak service daily
HIGHWAYS
Interstates; I-30, I-40 complete to Louisiana nd Proposed I-69
U. S. Highways: 59, 67, 71 and 82
Texas State Highway: 93
Arkansas State Highways: 296, 237, 245 and 196
MOTOR FREIGHT
Over 39 Freight Terminals
Over 1 Million tons of finished products shipped out annually
Thousands of pounds of raw and consumer goods shipped in daily
BUS SERVICE
Greyhound Lines; Provides 38 connections daily
Several local charter services available
AUTOMOBILE RENTAL
7 local rental companies
Over 325 rental vehicles located in Texarkana
AIR
Texarkana Regional Airport, runway 6600 feet
American Eagle and Continental Connection
4 daily round trip flights to Dallas/Ft. Worth International Airport
4 non stop flights to Houston Intercontinental George Bush
AIRPORT
Fixed Base Operator: TAC Air
Cargo Airlines; FedEx, United Parcel Service, Purolator
Courier, Air Borne Express and Texarkana Air Freight
WATER
One day service via railway to the Port of Shreveport

LOCATION & LENGTH OF TIME GOODS INTRANSIT FROM TEXARKANA MSA				
CITY	**MILES**	**DAYS BY RAILCAR**	**DAYS BY TRUCK**	**DAY BY LTL**
ATLANTA	629	3	2	3
CHICAGO	771	2	2	3
DALLAS	178	1	1	1
HOUSTON	287	3	1	2
KANSAS CITY	463	2	2	3
LOS ANGELES	1,548	3	3	5
NEW ORLEANS	390	3	1	2
NEW YORK CITY	1,363	4	3	5
ST. LOUIS	486	2	1	2

Data from Texarkana Chamber of Commerce

- **Texarkana Regional Airport Expansion Completed in June of 2024**
  he Jim E. Yates Terminal at Texarkana Regional Airport (TXK) in Texarkana, Arkansas opened in June 2024. The terminal expansion was part of a larger project that also included a runway extension and hangar construction.

Public Utilities Providers for Texarkana

Windstream Communication, Summit Utilities [previously CenterPoint Energy Arkla], Southwest Arkansas Electric Cooperative, AEP Southwestern Electric Power Company, Sparklight/previously CableOne, Texarkana Water Utilities, Bowie-Cass Electric Co-Op.

Regional Analysis – Continued

Population

The Texarkana metropolitan area has not experienced any major growth in population over the previous thirty years.

2010-2024 estimates from US Census Bureau

Population	Bowie County, Texas	Miller County, Arkansas	Little River County, Arkansas	Texarkana city, Texas	Texarkana city, Arkansas
Population estimates, July 1, 2024, (V2024)	NA	NA	NA	NA	NA
PEOPLE					
Population					
Population estimates, July 1, 2024, (V2024)	NA	NA	NA	NA	NA
Population estimates, July 1, 2023, (V2023)	91,687	42,415	11,805	35,741	29,223
Population estimates base, April 1, 2020, (V2024)	NA	NA	NA	NA	NA
Population estimates base, April 1, 2020, (V2023)	92,899	42,599	12,026	36,236	29,387
Population, percent change - April 1, 2020 (estimates base) to July 1, 2024, (V2024)	NA	NA	NA	NA	NA
Population, percent change - April 1, 2020 (estimates base) to July 1, 2023, (V2023)	-1.3%	-0.4%	-1.8%	-1.4%	-0.6%
Population, Census, April 1, 2020	92,893	42,600	12,026	36,193	29,387
Population, Census, April 1, 2010	92,565	43,462	13,171	36,411	29,919
Housing					
Housing Units, July 1, 2023, (V2023)	40,170	19,869	6,082	X	X
Owner-occupied housing unit rate, 2019-2023	62.7%	65.3%	80.0%	51.0%	56.5%
Median value of owner-occupied housing units, 2019-2023	$161,300	$148,200	$113,400	$159,700	$162,700
Median selected monthly owner costs - with a mortgage, 2019-2023	$1,469	$1,258	$1,086	$1,587	$1,244
Median selected monthly owner costs -without a mortage, 2019-2023	$519	$406	$382	$491	$425
Median gross rent, 2019-2023	$966	$882	$812	$990	$893
Building Permits, 2023	207	36	4	X	X
Economy					
In civilian labor force, total, percent of population age 16 years+, 2019-2023	54.6%	52.6%	57.8%	54.6%	54.9%
In civilian labor force, female, percent of population age 16 years+, 2019-2023	55.5%	49.4%	51.2%	53.9%	52.8%
Total accommodation and food services sales, 2017 ($1,000) (c)	227,732	D	D	180,375	56,748
Total health care and social assistance receipts/revenue, 2017 ($1,000) (c)	974,751	77,032	23,547	943,496	D
Total transportation and warehousing receipts/revenue, 2017 ($1,000) (c)	118,222	259,670	21,794	32,955	D
Total retail sales, 2017 ($1,000) (c)	1,779,261	378,761	129,535	1,327,813	365,956
Total retail sales per capita, 2017 (c)	$19,004	$8,644	$10,458	$36,058	$12,157

Regional Analysis – Continued

Demographics Texarkana MSA Population

TEXARKANA, ARKANSAS-TEXAS MSA			
Date	Population	% Change	Total CHANGE
1970	113,488		
1980	127,019	11.92%	13,531
1990	134,098	5.28%	7,079
2000	143,377	6.92%	9,279
2010	149,198	3.90%	5,821
2020	147,333	-1.25%	-1,865
2021	147,174	0.00%	-159
2024	145,000	-1.58%	-2,333
Texas A & M Data			

Source: U.S. Census Bureau Texas A & M Real Estate Center

The most recent estimate of population for the Texarkana MSA is 145,907 (2023 Census Estimate), indicating a decrease of approximately 0.86%, and a total change of -1,267.

ECONOMIC NEWS ARTICLES:

Wadley Regional Medical Center's sale to CHRISTUS Health finalized

November 1, 2024 by **James Bright** Texarkana Gazette

Wadley Regional Medical Center was purchased by CHRISTUS Ark-La-Tex on Sept. 24, 2024, following the bankruptcy filing by Wadley parent company Steward Health Care.

The deal comes after 10 months of uncertainty regarding Wadley's future due to the financial instability of its former parent company, Steward Health Care. The sale did not involve the new property, which construction stopped briefly on in early 2024. Currently, the new hospital is owned by Medical Properties Trust.

"We are eager to complete construction of the new Texarkana facility and work with one of several interested parties to ensure that the local community has access to high quality general acute care services," he said. The project was initially projected for completion in 2024 and later rescheduled for 2025. There is no current estimated completion date.

Steward broke ground on the new hospital in September 2021. The $227 million project was the largest commercial development in the city's history.

Christus has since taken over and is operating the former Wadley Hospital as Wadley Regional Medical Center – Christus Health.

Regional Analysis – Continued

MPT spokesperson says construction on what would have been Wadley's new facility will continue

By James Bright| October 1, 2024 at 12:40 p.m.

"TEXARKANA, Texas -- Construction on what would have been the new Wadley Regional Medical Center campus will continue, according to its current owners. Head of strategy and investor relations for Medical Properties Trust (MPT) Drew Babin said the organization is committed to completing the project that started early last year." read more at the ***Texarkana Gazette*** (texarkanagazette.com)

Governor Abbott Announces New Braven Environmental Facility In Texarkana

February 13, 2025 | Austin, Texas | Press Release

NOTE: Updated on February 14, 2025.

Governor Greg Abbott today announced the third project under the new Texas Jobs, Energy, Technology, and Innovation (JETI) program is Braven Environmental, LLC ("Braven Environmental"). A waste-to-value company focused on waste plastics recycling solutions, Braven Environmental will open a state-of-the-art advanced recycling facility in Texarkana. The project will create more than $145 million in capital investment.

"Texas is where today's products are made using tomorrow's technologies," said Governor Abbott. "With a $145 million investment in a state-of-the-art advanced recycling facility in Texarkana, Braven Environmental is making a significant investment in the future of Bowie County and our great state. As we compete both nationally and globally in industry sectors critical for continued growth, economic incentive tools such as the JETI program help us attract new business investments and good-paying jobs to ensure communities across the state can thrive. Working together, we will build a stronger and more prosperous Texas than ever before."

"Braven Environmental's decision to invest in Texas highlights our reputation as the leader in innovation and economic opportunity," said Senator Bryan Hughes. "This project will strengthen our economy with high-paying jobs and it will advance cutting-edge technology. I look forward to the positive impact this will have on Texarkana and our entire region."

Regional Analysis – Continued

TEXAMERICA'S CENTER STATEMENT NOVEMBER-DECEMBER 2025

TexAmericasCenter.com | 903-223-9841

TEXAMERICAS CENTER

TexAmericas Center (TAC) is a premier industrial park in the Texarkana region, offering a strategic location and robust infrastructure tailored to meet the needs of defense sector companies. The region has experience with tactical systems, defense logistics, and cyber security. A broader manufacturing base (machining, plastics, rubber, composites) is present. For example, manufacturing jobs account for approximately 18.6% of the workforce.

The U.S. Army facility, Red River Army Depot (RRAD), collaborates with various companies at TAC to support defense operations, including partnerships with Original Equipment Manufacturers like Lockheed Martin

RRAD's Expanding Role in Tomorrow's Army: Drone Manufacturing and Testing.

In July 2025, Defense Secretary Pete Hegseth issued a memo on "Unleashing U.S. Military Drone Dominance," which called for approving "hundreds" of American products for purchase by the DOD and arming combat units with a variety of "low-cost drones made by America's world-leading engineers and AI experts," among other steps. The Army is forging ahead to try to meet those ambitious goals targeting expansion of mission within its Organic Industrial Base. Its Organic Industrial Base is really the backbone of manufacturing capacity of the Army as it is composed of the production and remanufacturing facilities spread across the force. The Red River Army Depot (RRAD) is set to become a pivotal center for the U.S. Army's drone production and innovation efforts. Under the proposed SkyFoundry Act of 2025, RRAD will host a government-owned, government-operated facility dedicated to producing propellers, assembly and testing small Unmanned Aircraft Systems (sUAS) for defense applications. This initiative aims to produce up to 10,000 composite-based drones per month, enhancing the Army's capabilities in reconnaissance, surveillance, and tactical operations. Army's initial effort to produce 10,000 drones a month should not require MILCON oversight.

Regional Analysis – Continued

Economic Factors

Although the economy is generally agricultural, Texarkana also provides many jobs in manufacturing and distribution industries. The excellent natural resources of water, materials, and people lend support to continuous growth.

Texarkana is the regional medical center for a population of more than 400,000 within a 60-mile radius. Healthcare facilities include:

HEALTHCARE IN TEXARKANA	BEDS
Wadley Regional Medical Center	370
CHRISTUS St. Michael Health System	324
Encompass Health Rehabilitation	60
Post-Acute Medical Specialty Hospital	30
Hospice of Texarkana Care Center	17
Texarkana Emergency Center & Hospital	4
Signature Care Emergency Center	3

Additionally, Texarkana has 10 nursing homes and 9 assisted living facilities

Regional Analysis – Continued

The economy has a strong agricultural base, as well as diversified manufacturing, distribution and service industries.

Employment Data July 2025 – December 2025

U.S. BUREAU OF LABOR STATISTICS

Bureau of Labor Statistics > Data Tools > Customized Tables > Areas at a Glance

Economy at a Glance

Southwest Office

Texarkana, TX-Texarkana, AR

Texarkana, TX-AR

Data Series	Back Data	July 2025	Aug 2025	Sept 2025	Oct 2025	Nov 2025	Dec 2025
Labor Force Data							
Civilian Labor Force(1)		63.3	63.5	63.6	(2) -	63.6	(p) 63.2
Employment(1)		60.5	60.5	60.7	(2) -	60.8	(p) 60.6
Unemployment(1)		2.8	3.0	2.9	(2) -	2.8	(p) 2.6
Unemployment Rate(3)		4.5	4.7	4.5	(2) -	4.4	(p) 4.2
Nonfarm Wage and Salary Employment							
Total Nonfarm(4)		61.0	61.3	61.4	61.6	61.9	(p) 61.7
12-month % change		1.0	1.8	1.7	1.1	1.0	(p) 0.7
Mining, Logging, and Construction(4)		3.0	3.0	2.9	2.9	2.9	(p) 2.9
12-month % change		-3.2	-3.2	-3.3	-3.3	-3.3	(p) 0.0
Manufacturing(4)		6.0	5.9	5.9	5.9	5.9	(p) 5.9
12-month % change		3.4	1.7	1.7	1.7	1.7	(p) 1.7
Trade, Transportation, and Utilities(4)		13.7	13.8	13.8	13.9	14.2	(p) 14.2
12-month % change		2.2	3.8	4.5	3.0	2.9	(p) 2.9
Information(4)		0.4	0.4	0.4	0.4	0.4	(p) 0.4
12-month % change		0.0	0.0	0.0	0.0	0.0	(p) 0.0
Financial Activities(4)		2.6	2.6	2.5	2.6	2.6	(p) 2.6
12-month % change		4.0	4.0	0.0	4.0	4.0	(p) 0.0
Professional and Business Services(4)		4.8	4.8	4.8	4.9	4.9	(p) 4.8
12-month % change		0.0	0.0	0.0	0.0	0.0	(p) -2.0
Education and Health Services(4)		9.8	9.9	9.9	9.9	9.9	(p) 9.9
12-month % change		3.2	4.2	4.2	3.1	3.1	(p) 3.1
Leisure and Hospitality(4)		6.9	6.9	6.8	6.7	6.7	(p) 6.7
12-month % change		0.0	0.0	0.0	0.0	0.0	(p) 0.0
Other Services(4)		2.1	2.1	2.1	2.1	2.1	(p) 2.1
12-month % change		-4.5	-4.5	-4.5	0.0	0.0	(p) 0.0
Government(4)		11.7	11.9	12.3	12.3	12.3	(p) 12.2
12-month % change		-0.8	1.7	0.8	-0.8	-1.6	(p) -2.4

Footnotes
(1) Number of persons, in thousands, not seasonally adjusted.
(2) Data unavailable due to the 2025 lapse in appropriations.
(3) In percent, not seasonally adjusted.
(4) Number of jobs, in thousands, not seasonally adjusted. See About the data.
(p) Preliminary

Data extracted on: February 13, 2026

Source: U.S. Bureau of Labor Statistics
Note: More data series, including additional geographic areas, are available through the "Databases & Tables" tab at the top of this page.

Regional Analysis – Continued

TEXARKANA SCHOOLS

TEXARKANA, TEXAS PUBLIC SCHOOLS

NAME	GRADES	STUDENTS	P/T RATIO
Liberty Eylau HIGH	09 thru 12	536	8:1
TEXAS HIGH	09 thru 12	1,750	12:1
Pleasant Grove High	09 thru 12	796	12:1
Options Alternative	09 thru 12	69	8:1
Liberty Eylau Middle	05 thru 09	580	14:1
Texas Middle	06 thru 08	1420	13:1
Pleasant Grove Middle	06 thru 08	501	14:1
Redlick Middle	05 thru 08	221	13:1
Wake Village Elementary	PK thru 05	539	12:1
Liberty Eylau C K Bender	02 thru 04	575	16:1
Theron Jones Early Literacy	PK thru 02	329	13:1
Westlawn Elementary	PK thru 05	317	12:1
Paul Dunbar Early Learning	PK thru PK	304	11:1
Leary Elementary	PK thru 08	93	9:1
Nash Elementary	PK thru 05	667	14:1
Margaret Fish Davis Elementary	PK thru 02	499	14:1
Pleasant Grove Intermediate	03 thru 05	523	12:1
Martha & Josh Morris Math	KG thru 05	351	15:1
Spring Lake Park Elementary	PK thru 05	346	13:1
Highland Park Elementary	PK thru 05	364	12:1
Redlick Elementary	KG thru 05	306	13:1
Waggoner Creek Elementary	KG thru 05	336	12:1
Paul Lawrence	PK	800	9:1
Parks	Kthru 05	800	9:1
Liberty Eylau Pre K	PK - PK	323	14:1
Premier HS of Texarkana	09 thru 12	142	28:1
Digital Academy of Texas	05 thru 12	227	60:1
PRIVATE SCHOOLS			
TRINITY CHRISTIAN	K thru 12	242	10:1
BETHEL SDA SCHOOL	K thru 10	12	5:1
St. James Day School	PK thru 08	155	10:1
First Baptist Church	PK thru K	90	10:1
Liberty Eylau Christian	PK thru 3	71	10:1

TEXARKANA, ARKANSAS PUBLIC SCHOOLS

NAME	GRADES	STUDENTS	P/T RATIO
Arkansas High	09 thru 12	1060	10:1
College Hill Middle	6th	335	10:1
North Heights Community	K thru 05	241	13:1
College Hill Elementary	PK thru 04	345	11:1
Edward D. Trice Elementary	K thru 05	512	14:1
Fairview Elementary	K thru 05	233	13:1
Vera Kilpatrick Elementary	K thru 05	355	11:1
Genoa Elementary	K thru 03	37	15:1
Gary Cobb Middle School	4 thru 06	257	15:1
Genoa High School	09 thru 12	289	9:1
Washington Academy	08 thru 12	126	6:1

Regional Analysis – Continued

Texarkana Higher Education:

HIGHER EDUCATION 2026		
Texarkana College		
Enrollment		3,882
TUITION	In State	$3,916
	Out of State	$5,332
Noted as highest 3 yr completion rate amoung Texas Community Colleges 2019-2020		
Texas A & M University at Texarkana		
Enrollment		4,000
Undergraduate degree programs		30
Graduate degree programs		18
TUITION	In State	$7,930
	Out of State	$20,947
University of Arkansas Hope-Texarkana		
Enrollment		1,400
Programs Available		55
TUITION	In State	$3,880
*in state tuition includes Texas Counties of Bowie, Cass, Red River, Marion, Morris & Titus		
	Out of State	$4,960

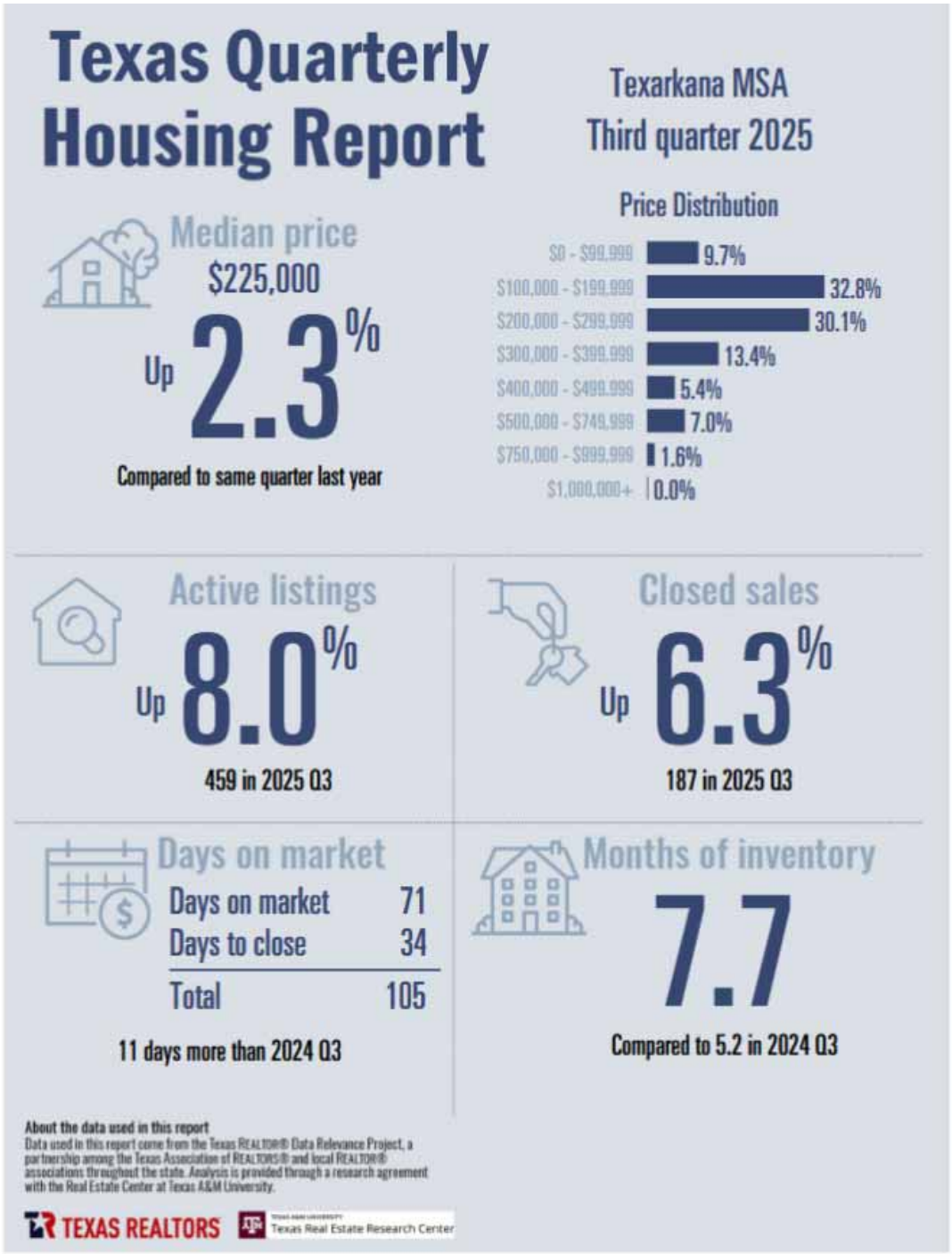
UNIVERSITY OF ARKANSAS FOR MEDICAL

In 1993, the University of Arkansas for Medical Sciences established a Family Medicine Residency Program in Texarkana. This UAMS Regional campus accepts eight new residents into its three-year program each summer.

Major Employers in the Texarkana Regional Area

Business	Number of Employees	Industry
Christus St. Michael Health System	2200	Hospital/Healthcare
Red River Army Depot	2103	Manufacturer
Cooper Tire & Rubber Company	1820	Manufacturer
Texarkana Texas ISD	1350	Education
Graphic Packaging	814	Manufacturer (Paper)
Wal-Mart/Sam's	802	Grocery/Retail
Wadley Regional Medical Center	622	Hospital/Healthcare
Ledwell	611	Manufacturer
Texarkana Arkansas ISD	603	Education
Domtar	572	Manufacturer (Paper)
Defense Logistics Agency	538	Distribution/Defense
City of Texarkana,Texas	531	Local Government
Texarkana Alumuninum	420	Manufacturer
Mayo Manufacturing	220	Manufacturer

Regional Analysis – Continued



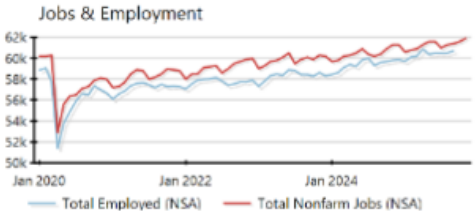
Regional Analysis – Continued

TEXAS A&M UNIVERSITY
Texas Real Estate Research Center

Housing Report for Texarkana

Spotlight on December 2025

Economic News

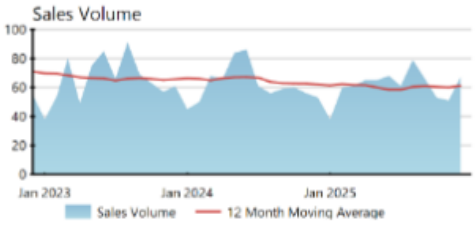


Housing Update

Sales volume for single-unit residential housing increased 26.42% YoY from 53 to 67 transactions. Year-to-date sales reached a total of 734 closed listings. Dollar volume rose from $10.33 million to $15.68 million.

The average sales price rose 20.08% YoY from $194,842 to $233,961, while the average price per square foot subsequently rose from $111.36 to $119.51. Median price rose 27.07% YoY from $168,500 to $214,115, while the median price per square foot also rose from $107.59 to $118.04.

Months inventory for single-unit residential housing rose from 5.3 to 6.6 months supply, and days to sell declined from 128 to 119.



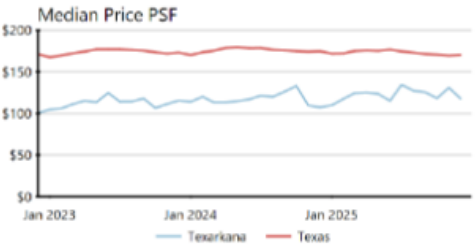


Table 1: Month Activity

	2025				2024	
	December	YoY %	YTD	YoY %	December	YoY %
Sales	67	26.42%	734	-1.61%	53	-13.11%
Dollar Volume	$15,675,356	51.80%	$181,618,022	6.14%	$10,326,636	-33.25%
Median Close Price	$214,115	27.07%	$215,000	7.50%	$168,500	-6.39%
New Listings	57	16.33%	1,187	10.52%	49	-30.00%
Active Listings	403	22.87%	381	26.16%	328	29.64%
Months Inventory	6.6	24.88%	6.6	24.88%	5.3	36.94%
Days to Sell*	119	-7.03%	114	7.55%	128	47.13%
Average Price PSF	$119.51	7.32%	$124.27	7.18%	$111.36	-6.36%
Median Price PSF	$118.04	9.71%	$123.15	4.75%	$107.59	-6.97%
Median Square Feet	1,920	18.23%	1,844	4.30%	1,624	-4.47%
Close to Original List Price	90.50%	0.94%	92.83%	1.42%	89.66%	-3.93%

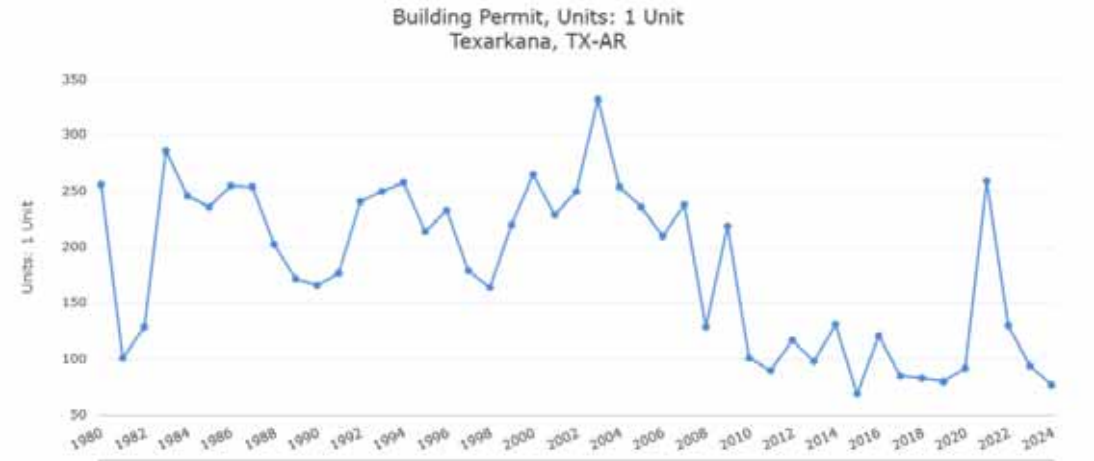
* Days to Sell = Days on Market + Days to Close

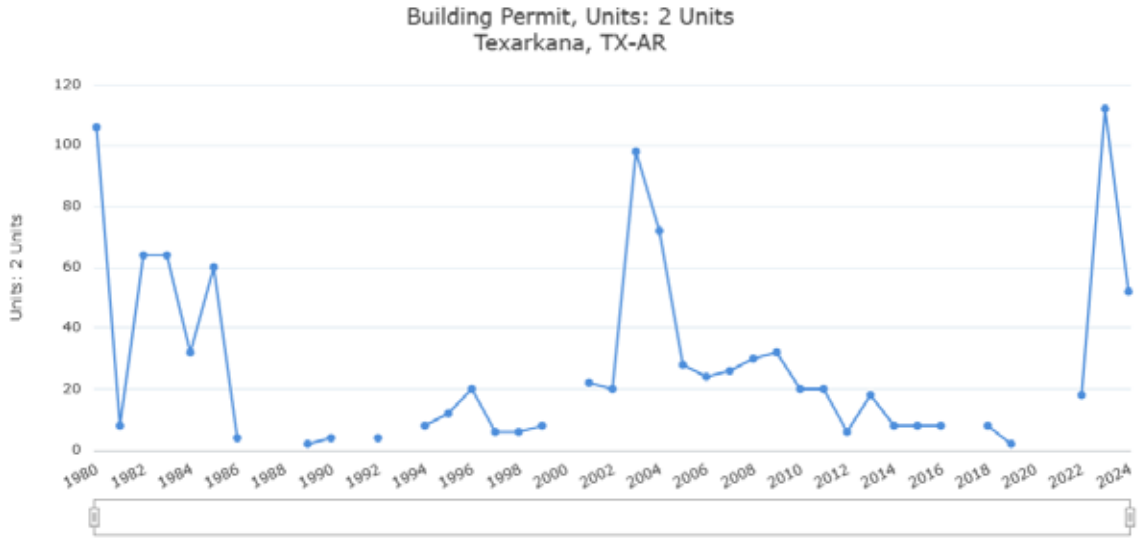
About the data used in this report

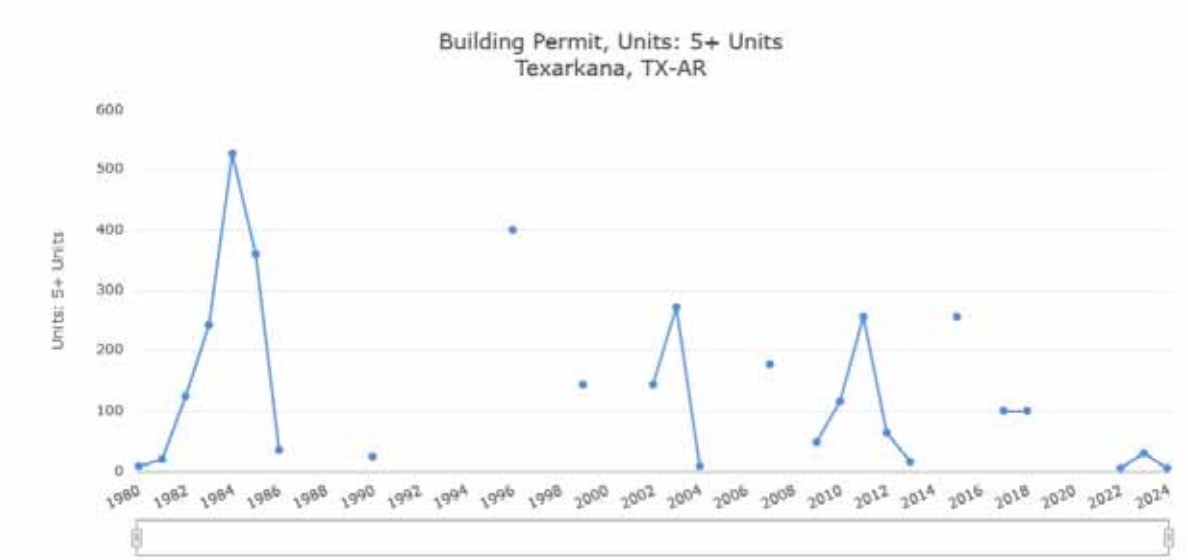
Data used in this report come from the Texas REALTOR® Data Relevance Project, a partnership between Texas REALTORS® and local REALTOR® associations throughout the state. Analysis is provided through a research agreement with the Texas Real Estate Research Center at Texas A&M University.

TEXAS REALTORS

Regional Analysis – Continued







Regional Analysis – Continued

TEXARKANA, TEXAS APARTMENT DATA

Texas Association of Realtors data
The average rent for apartments in the Texarkana full metro area is $726 per month, with a 4.4% typical vacancy. No new construction was reported in apartments in third quarter 2024



Hotel information from Source Strategies 2024 year end, annual
Metro Texarkana includes New Boston, Texas for Major Hotels
City Texarkana, Texas includes 1,355 total rooms, with 1554 total rooms at the Metro area

TEXAS HOTEL PERFORMANCE FACTBOOK – 2024 Annual (12 months ending 12/31/2023 vs 12 months ending 12/31/2024) 159
Sorted by Metropolitan Statistical Area (MSA), by City and by Zip Code, then by highest REVPAR in latest period.

Metro Area / City / Hotel	Zip / Brand (# Htls)	# Rms	$ Room Revenues[1] 2023 Est	2024 Est	%Chg	$ ADR Est.[2] 2024	% Chg	Est. % Occupancy[3] 2023	2024	Pt. Chg	$ REVPAR[4] 2022	2023	2024	$ Chg
DAYS INN	DAYS	92	1,647,069	1,914,024	16.2	89.52	8.0	59.2	63.7	4.5	47.91	49.05	57.00	7.95
LA QUINTA INN & S	LAQUN	115	2,152,942	2,360,165	9.6	80.40	6.2	67.7	69.9	2.2	60.28	51.29	56.23	4.94
MOTEL 6	MTL 6	59	1,066,038	1,147,006	7.6	104.52	21.3	57.4	51.0	-6.5	51.69	49.50	53.26	3.76
SHERMAN INN		89	1,080,759	1,066,331	-1.3	65.62	-4.3	48.5	50.0	1.5	32.16	33.27	32.83	-.44
SUPER 8	SUPR8	47	366,388	536,496	46.4	67.41	41.3	44.8	46.4	1.6	28.58	21.36	31.27	9.92
TRAVELERS INN		91	523,754	446,705	-14.7	38.42	7.1	44.0	35.0	-9.0	14.37	15.77	13.45	-2.32
ZIP-CODE 75090	(7)	560	8,329,239	9,008,600	8.2	79.98	8.5	55.3	55.1	-.2	42.94	40.75	44.07	3.32
SHERMAN	75092													
HOLIDAY INN EXPRE	HIEXP	84	1,967,077	2,447,185 Y	24.4	105.31	16.8	71.2	75.8	4.6	57.76	64.16	79.82	15.66
COMFORT INN SHERM	COMFO	69	1,641,724	1,752,707	6.8	105.98	5.8	65.1	65.7	.6	62.67	65.19	69.59	4.41
ZIP-CODE 75092	(2)	153	3,608,801	4,199,892	16.4	105.59	11.8	68.4	71.2	2.8	59.98	64.62	75.21	10.58
CITY SHERMAN	(9)	713	11,938,040	13,208,492	10.6	86.66	9.7	58.1	58.6	.5	46.59	45.87	50.75	4.88
WHITESBORO	76273													
WHITESBORO INN &		44	328,995	47,870	-85.4	35.15	-32.0	39.6	34.4	-5.2	20.27	20.49	12.09	-8.40
MET SHERMAN-DEN	(24)	1677	32,073,957	31,553,645	-1.6	91.83	-.9	56.9	57.8	.8	52.92	52.75	53.03	.28
METRO: TEXARKANA														
NEW BOSTON	75570													
HOLIDAY INN EXPRE	HIEXP	61	2,061,000	2,015,000	-2.2	126.99	-3.2	70.6	71.3	.7	94.95	92.57	90.50	-2.07
BEST VALUE	BVALU	49	678,427	747,662	10.2	74.38	-5.1	48.4	56.2	7.8	39.68	37.93	41.80	3.87
BOSTONIAN INN		41	304,922	388,472	27.4	54.67	13.3	42.2	47.5	5.2	19.44	20.38	25.96	5.58
TEX INN		48	338,000	317,734	-6.0	41.86	-4.9	43.8	43.3	-.5	22.60	19.29	18.14	-1.16
CITY NEW BOSTON	(4)	199	3,382,349	3,468,868	2.6	85.41	-3.1	52.8	55.9	3.1	48.33	46.57	47.76	1.19
TEXARKANA	75501													
COUNTRY INN & SUI	CTRYI	81	2,394,098	2,373,645	-.9	123.31	7.9	70.9	65.1	-5.8	73.97	80.98	80.29	-.69
BUDGET INN		24	237,236	226,888	-4.4	53.46	-7.9	46.7	48.4	1.8	36.19	27.08	25.90	-1.18
ZIP-CODE 75501	(2)	105	2,631,334	2,600,533	-1.2	110.69	5.3	65.3	61.3	-4.0	65.34	68.66	67.85	-.80
TEXARKANA	75503													
HILTON GARDEN INN	HILTG	154	6,430,783	7,026,262	9.3	170.84	20.7	80.9	73.2	-7.7	102.96	114.41	125.00	10.59
HAMPTON INN & SUI	HAMPT	81	2,936,510	3,542,055	20.6	163.65	26.0	76.5	73.2	-3.3	94.82	99.32	119.81	20.48
RESIDENCE INN BY	RESID	121	4,477,986	4,579,501	2.3	134.08	12.3	84.9	77.3	-7.6	72.56	101.39	103.69	2.30
HOLIDAY INN EXPRE	HIEXP	90	2,890,583	3,102,313	7.3	135.37	10.6	71.9	69.8	-2.1	82.31	87.99	94.44	6.45
FAIRFIELD SUITES	FAIRF	83	2,374,100	2,553,291	7.5	126.71	11.7	69.1	66.5	-2.6	70.97	78.37	84.28	5.91
CANDLEWOOD SUITES	CANDL	80	1,805,562	1,883,283	4.3	102.10	17.9	71.4	63.2	-8.3	60.76	61.83	64.50	2.66
COMFORT SUITES	COMFS	70	1,245,435	1,533,234	23.1	90.47	18.6	63.9	66.3	2.4	49.54	48.75	60.01	11.26
TOWNEPLACE SUITES	TOWNP	85	1,744,094	1,434,103	-17.8	75.25	1.4	75.7	61.4	-14.3	59.06	56.22	46.22	-9.99
COURTYARD BY MARR	COURT	90	2,160,567	1,405,119	-35.0	111.84	25.4	73.7	38.2	-35.5	59.03	65.77	42.77	-23.00
ECONO LODGE TEXAR	ECONO	50	527,000	589,000	11.8	72.64	27.6	50.7	44.4	-6.3	22.52	28.88	32.27	3.40
WYNDHAM GARDEN	WYNDG	142	1,373,000	1,461,000	6.4	48.36	-7.2	50.8	58.3	7.5	22.42	26.49	28.19	1.70
RODEWAY INN & SUI	RODEW	74	504,065	605,414	20.1	51.47	16.9	42.4	43.6	1.1	12.27	18.66	22.41	3.75
MAGNUSON TEXARKAN	MAGNU	130	596,677	608,107	1.9	38.31	16.7	38.3	33.5	-4.8	16.06	12.57	12.82	.24
ZIP-CODE 75503	(13)	1250	29,066,362	30,322,682	4.3	111.09	14.7	65.8	59.8	-6.0	57.26	63.71	66.46	2.75

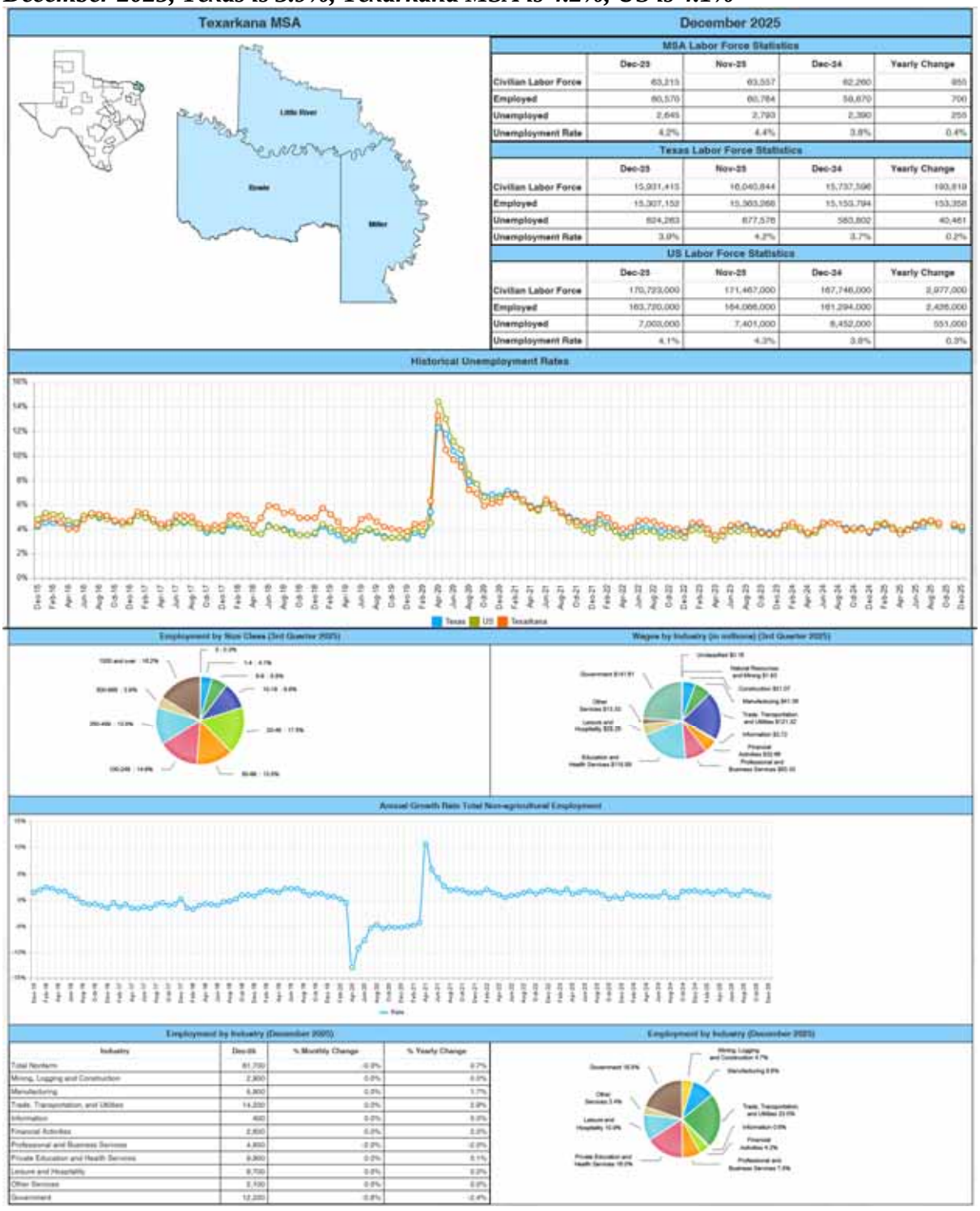
Metro Area / City / Hotel	Zip / Brand (# Htls)	# Rms	$ Room Revenues[1] 2023 Est	2024 Est	%Chg	$ ADR Est.[2] 2024	% Chg	Est. % Occupancy[3] 2023	2024	Pt. Chg	$ REVPAR[4] 2022	2023	2024	$ Chg
CITY TEXARKANA	(15)	1355	31,697,696	32,923,215	3.9	111.05	14.0	65.8	59.9	-5.8	57.89	64.09	66.57	2.48
MET TEXARKANA	(19)	1554	35,080,045	36,392,083	3.7	107.96	11.9	64.1	59.4	-4.7	56.67	61.85	64.16	2.31

Recovery from COVID 19 was indicated in 2021 with overall 66.4% occupancy in Texarkana
In 2023, the 75503 zip code indicated $96.81 ADR , 65.8% occupancy, with $64.09 RevPar;
2024 ADR increased to $111.05, with 59.9% occupancy and $66.57 RevPar.

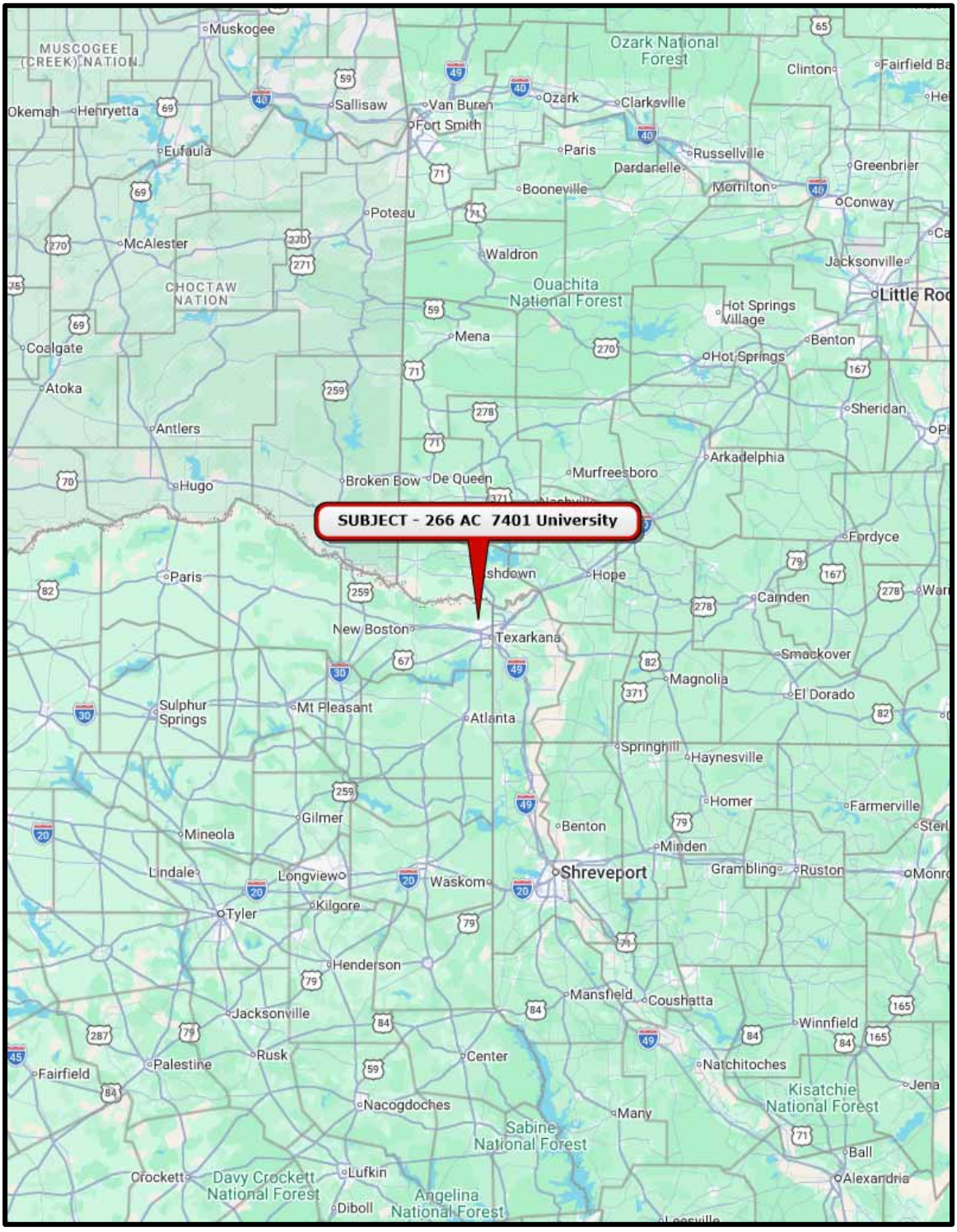
Regional Analysis – Continued

TEXAS WORKFORCE COMMISSION LABOR MARKET INFORMATION

December 2025, Texas is 3.9%, Texarkana MSA is 4.2%, US is 4.1%



Regional Map



Neighborhood Description

Social, economic, governmental, and environmental forces influence property values in the vicinity of a subject property which, in turn, directly affect the value of the subject property itself. Therefore, the boundaries of the area of influence must be delineated to conduct a thorough analysis. The area of influence is the area within which the forces affect all surrounding properties in the same way they affect the property being appraised. Although physical boundaries may be drawn, the significant boundaries are those that fix the limits of influences on property values. By coincidence, these limits may be physically observable. The area of influence is commonly called a neighborhood. A neighborhood is a group of complementary land uses.

To identify neighborhood boundaries, appraisers examine the subject property's surroundings. The investigation begins with the subject property and proceeds outward, identifying all relevant actual and potential influences on the property's value that can be attributed to its location. The appraisers extend the geographic search far enough to encompass all influences that the market perceives as affecting the value of the subject property. At the physical point where no factors influencing the value of the subject and surrounding properties are found, the boundaries for analysis are set. Conclusions regarding the impact of the neighborhood on the subject property's value are significant only if area boundaries have been properly delineated. Neighborhood analysis provides a framework, or context, in which property value is estimated. It identifies the area of analysis and establishes the potential limits within which the appraisers search for data to be used in applying the three approaches to value. Realistic boundaries allow appraisers to identify comparable properties in the same neighborhood; the sale prices of these properties usually require little or no adjustment for location.

Neighborhood Boundaries
Neighborhood analysis helps appraisers determine the stability of an area and may indicate future land uses and value trends. The subject is located in the northwest part of Texarkana, Texas. The neighborhood is generally defined as the boundaries delineating the Pleasant Grove School District. The Pleasant Grove School District lies generally north of I-30, along the west side of Summerhill Road -surrounding Richmond Road, south of the Red River, and east of FM 1398 and north of McKnight Road and Interstate 30.

Traffic Routes
Richmond Road is a four lane, asphalt paved thoroughfare, providing north-south access to I-30 and to heavy commercial areas along Richmond Road. Pleasant Grove Road is a two-lane asphalt paved interior traffic arterial, linking Richmond Road with McKnight Road, and is noted as the junction of University Avenue on the south side of McKnight Road, and on the north side of the intersection with Richmond Road. McKnight Road is a two-lane asphalt paved traffic arterial linking the northern portions Richmond Road and Pleasant Grove Road, and more recently, providing access to University Drive, a two lane concrete street, providing access to Texas A & M at Texarkana Campus to the East of Richmond Road, along University Avenue, as well as to high growth commercial areas along I-30. I-30 is located to the south. Scott Wright

Road is an interior residential street. The traffic system appears adequate to service the area, and access is considered to be good.

Accessibility

Access is available from University Avenue, a four lane, divided roadway in the immediate area of the subject, from Richmond Road, which is a heavily traveled four lane divided main traffic arterial in the subject location, and which was widened in the area north of Moores Lane, to the intersection of Richmond Road and FM 989, northwest of the subject property. University Avenue becomes Shillings Road NE of the TAMU-T campus, and provides access to Summerhill Road to the east.

Public transportation is limited in the Texarkana area, with a limited-service bus route to specified areas in Texarkana. This is typical of the region and was not considered to have an adverse impact upon marketability in the area.

Employment

Main employers in the general area include Red River Army Depot and Goodyear Tire [previously Cooper Tire], as well as the large medical employment in the area, as noted in the area analysis.

Due to overall good economy in the region, lower interest rates, etc., Texarkana, as a whole has enjoyed a relatively high level of employment in the past several years, and a relatively rapid recovery after the closures during the COVID-19 pandemic closures.

Occupancy

Single family residences enjoy a relatively high occupancy in the immediate neighborhood, and few vacancies were noted. The apartment complexes in the general area report occupancies exceeding 95%, which is typical in the overall market.

Past office studies indicate occupancies in the northern portion of the city of Texarkana to be well over 90% occupied, and the new construction in retail in the immediate area tends to have well over 90-95% occupancy. The older areas south of Interstate 30 tend to have higher vacancies in general.

Neighborhood Conclusion

The subject neighborhood competes well with similar neighborhoods in the overall Texarkana area. No adverse conditions were noted that would affect the marketability of properties located in the subject neighborhood.

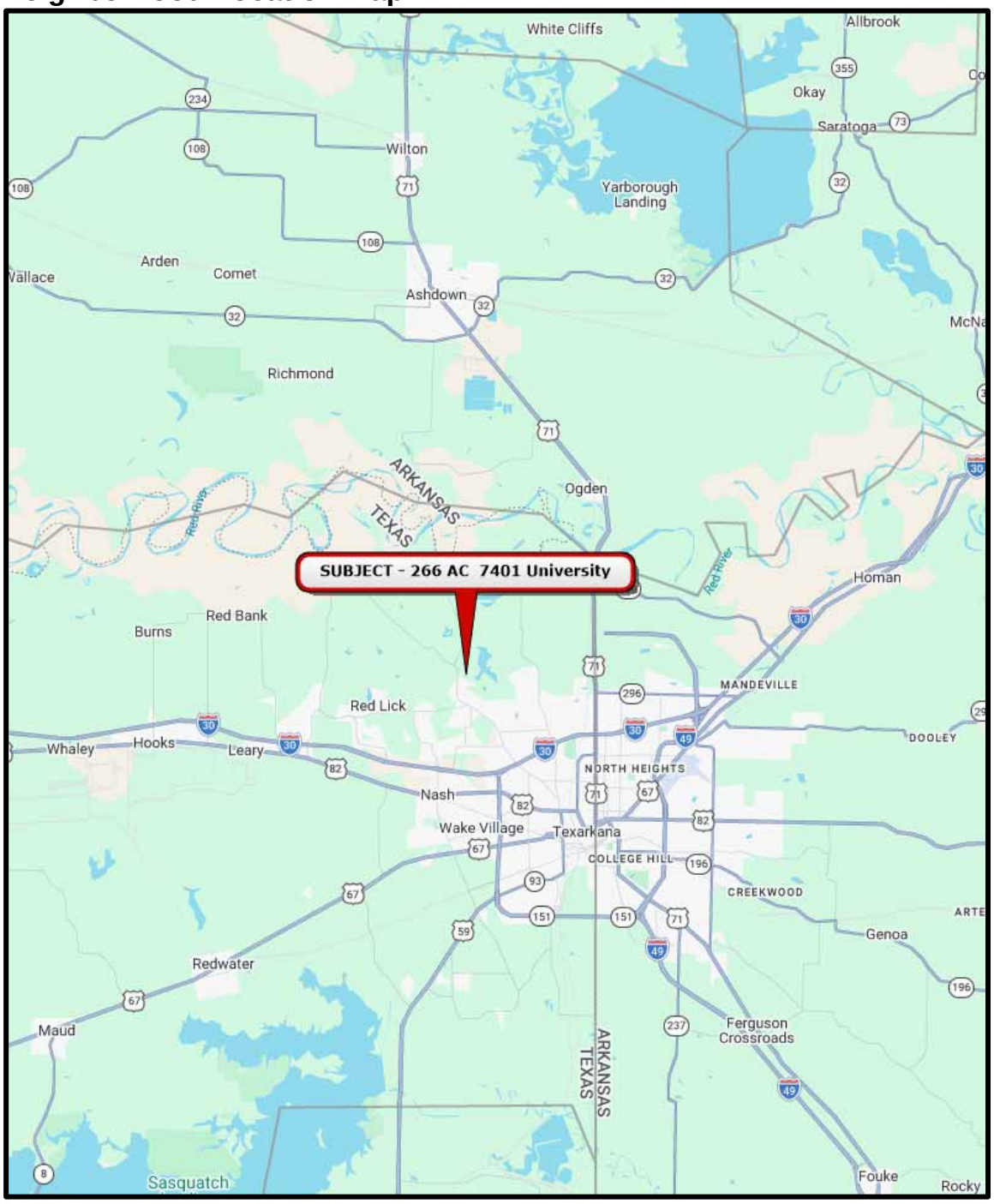
The neighborhood enjoys good access from I-30 to Richmond Road, and Summerhill Road, as well as from interior roadways.

Overall, the neighborhood is considered to be good, and is generally a single-family residential area away from the dense commercial growth in areas to the south surrounding Richmond Road,

Summerhill Road and I-30. The growing Texas A & M University at Texarkana is located in this immediate area, along University Avenue.

This is the northwestern portion of the City of Texarkana, Bowie County, Texas, and growth over the past several years in Texarkana, Texas has been in this general direction and is expected to continue into the near future in the northwestern direction.

Neighborhood Location Map

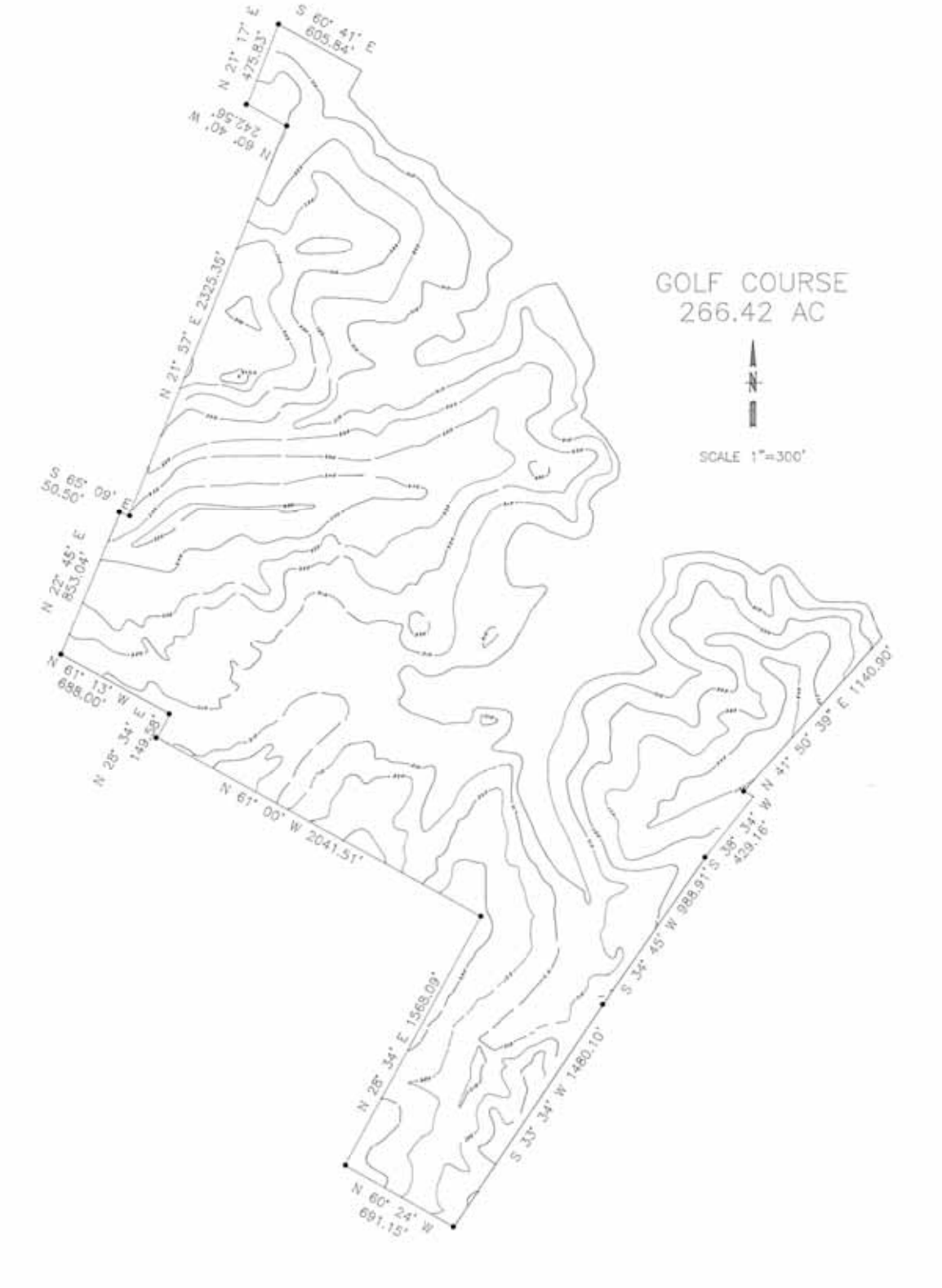


Property Description

SITE	
Information Sources:	Legal description obtained from Bowie County Deed Records, and estimated by City of Texarkana, Mr. Dustin Henslee from a prior site estimate that is included in this report, for use until survey is available. Other sources include on-site inspection and Bowie County Deed Records.
Site Size:	Estimated as 266 acres
Site Topography:	Level, to sloping to rolling
Road Frontage/Access:	Access and frontage along University Avenue.
Utilities:	Electric, cable and telephone, as well as water/sewer are assumed to be available and currently in use at the clubhouse.
Site Improvements:	Substantial site improvements are present at the golf course; however, this appraisal considers the land only, under the hypothetical condition that the site is vacant/no improvements.
Flood Zone:	The subject site is impacted by a shaded flood hazard area along Bringle Lake– see FEMA map included within this report. FEMA Map Number: 48037C0355E & 48037C0225E FEMA Map Date: December 21, 2017 FEMA Zone Classification: X Estimated 15% to 20% flood zone at areas along Bringle Lake. A survey would be needed to indicate the actual acreage impacted.

PRIOR SITE ESTIMATE/SKETCH

Rounded/called 266 acres

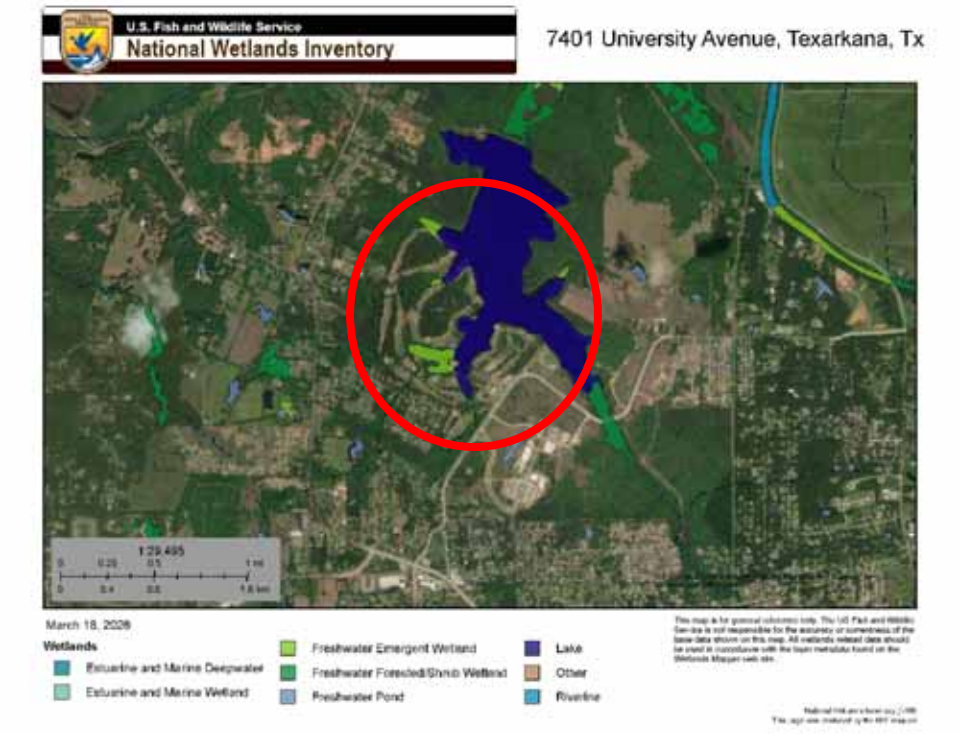


C00426

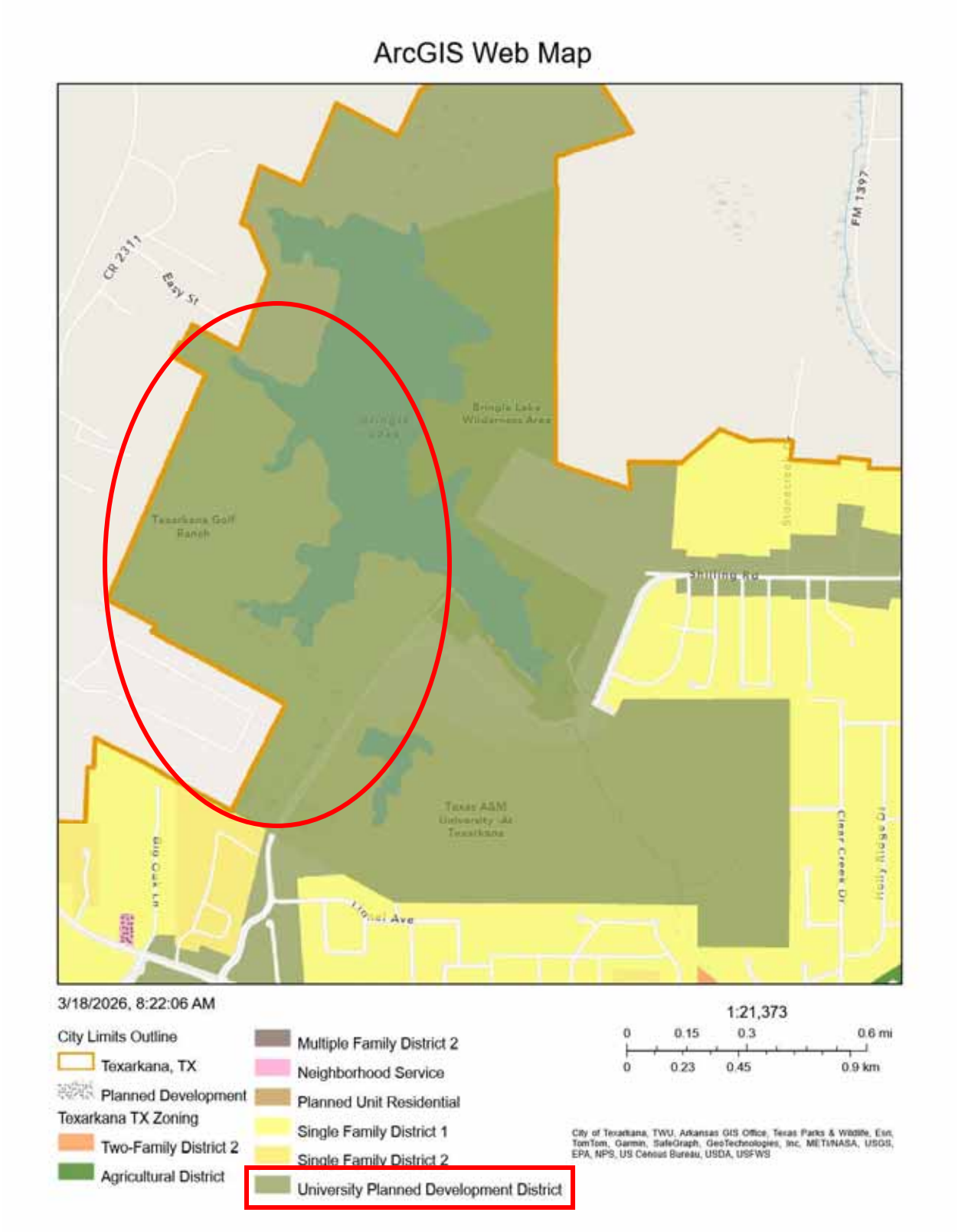
FEMA



Wetlands Map – approximate subject at red circle

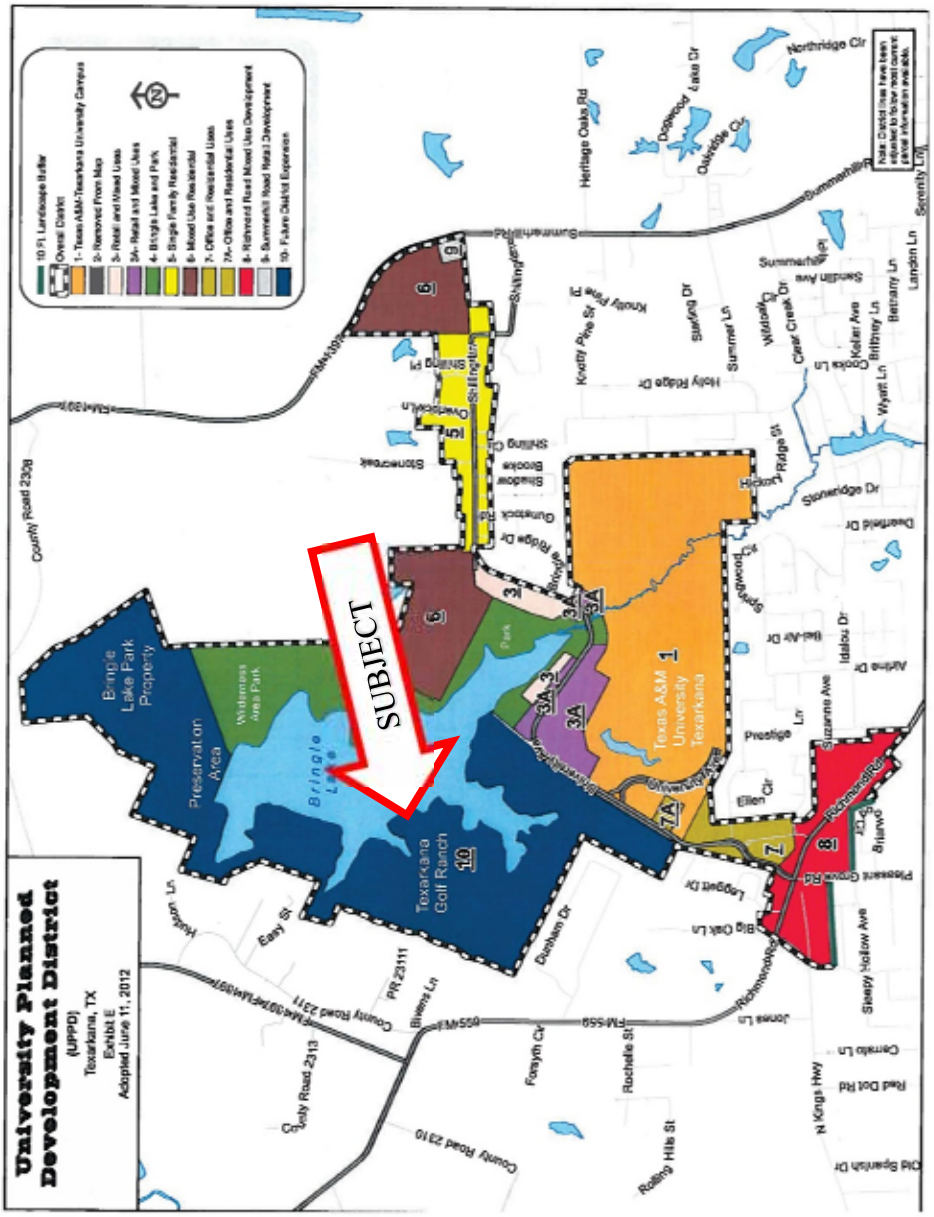


ZONING MAP


ArcGIS Web Map
CR 2311
Easy St
FM 1397
Bringle Lake Wilderness Area
Texarkana Golf Ranch
Shilling Rd
Texas A&M University at Texarkana
Big Oak Ln
Clear Creek Dr
Tropical Ave
3/18/2026, 8:22:06 AM
1:21,373
0 0.15 0.3 0.6 mi
0 0.23 0.45 0.9 km
City Limits Outline
Texarkana, TX
Planned Development
Texarkana TX Zoning
Two-Family District 2
Agricultural District
Multiple Family District 2
Neighborhood Service
Planned Unit Residential
Single Family District 1
Single Family District 2
University Planned Development District
City of Texarkana, TWU, Arkansas GIS Office, Texas Parks & Wildlife, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

District within the UPDD

The zoning overlay is further broken down into separate areas. The subject appears to be located in District 10



C00426

Zoning Analysis

District: ***"University Planned Development District" UPPD***

Conforming: The UPDD is further divided into nine zoning districts. The use, height and area regulations as set out are uniform throughout each district. The boundaries of the zoning districts are set out delineated by the zoning district map of the UPDD on file in the city Secretary's office. Those nine districts are as follows:

1) Texas A & M University, Texarkana Campus
2) Reserved
3) Retail/Mixed uses and additional uses
4) Bringle Lake and park
5) Single-Family residential
6) Mixed Use Residential
7) Office and Residential uses
8) Richmond Road Mixed use development
9) Summerhill Road Mixed-Use Development
10) Future district expansion

***Applicable* Permitted Uses:**

- The district map indicates that the subject is located in District 10) Future District Expansion

  I have assumed that the district overlay could be changed to be similar to the other districts within the UPDD.

Other: ***NOTE- construction in this district requires approval by the City of Texarkana Zoning Department – therefore I have assumed compliance with all zoning regulations*.**

Additional Regulations

SEE COPY OF ZONING MAP & DISTRICT– the site was zoned UPDD by the City of Texarkana, Texas.

"The purpose of this district is to provide appropriate design standards for the development of properties within the UPDD University Planned Development District boundary. These standards recognize and support the area's unique development character and significance of the university as a primary source for development in this subject area."

PHOTOGRAPHS



Site



Site



Site



Site



Site



Site

	
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Site	***Site***
	
Site	***Site***



Site



Site



Site



Site



Site



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Site



Site



Site



Site/Bringle Lake



Site/Bridge



Site/Bringle Lake



Site



Site



Site



Site



Site



Site



Site



Site



Site



Site



Site



Site



Site



Site



Site



Site



Site



Site



Site



Site



Site/Bringle Lake



Site/Bringle Lake



Site



Site



Site



Site



Site/drive-parking



Site/drive and parking



Street



Street

IMPROVEMENTS NOT INCLUDED/HYPOTHETICAL CONDITION



Clubhouse



Clubhouse



Clubhouse



Clubhouse



Clubhouse



Clubhouse



Clubhouse



Clubhouse



Clubhouse



Clubhouse



Clubhouse



Clubhouse



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Clubhouse



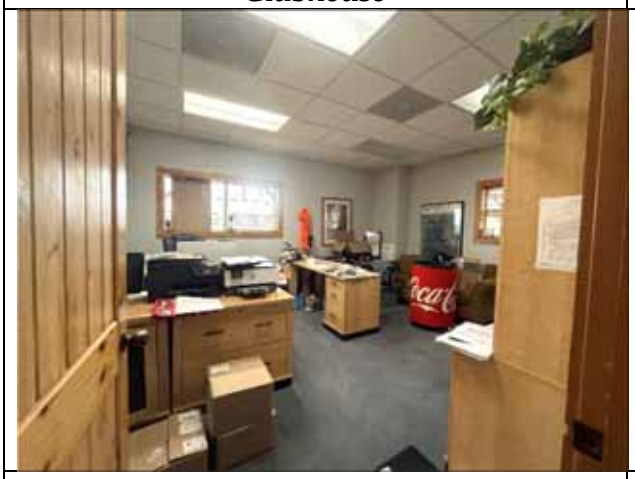
Clubhouse



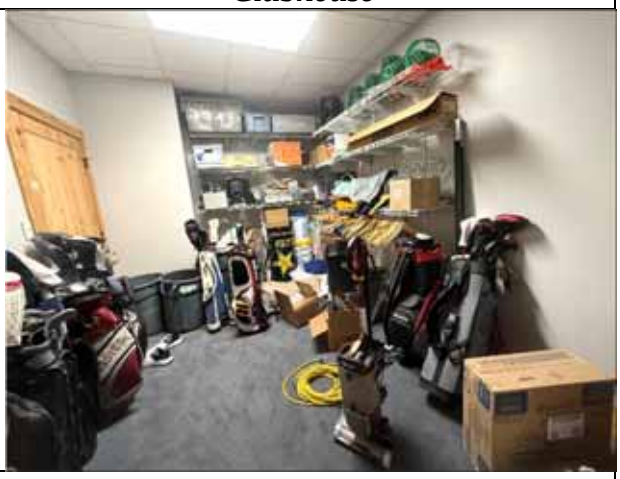
Clubhouse



Clubhouse



Clubhouse



Clubhouse



Clubhouse



Site



Maintenance building



Maintenance building



Maintenance building



Maintenance building



Maintenance building



Maintenance building



Maintenance building



Maintenance building



Maintenance building



Maintenance building



Above ground tanks



Maintenance building

Assessment & Taxes

Currently vacant; Taxes ESTIMATED from Bowie Appraisal District
THIS ASSESSMENT INCLUDES THE IMPROVEMENTS:

Actual Current Taxes:	
Tax Parcel ID#:	11700017901
Tax Year:	2025
Site Size Stated (Acres):	266.0000
Assessed Value Land:	$665,000.00
Ag Productivity Value (Taxable):	
Assessed Value Improvements:	$883,184.00
Total Taxable Assessed Value:	$1,548,184.00
Tax Rate per $100 Assessed:	2.250586
Real Estate Taxes:	**$34,843.21**
Total Real Estated Taxes:	**$34,843.21**
Total Real Estate Taxes (Rounded):	**$34,900.00**

RATES:

2025 Tax Rates - Bowie County		
ENTITY	**RATE per $100**	
Bowie County	$	0.4239470
City of Texarkana	$	0.6500000
Pleasant Grove ISD	$	1.0670000
Texarkana College	$	0.1096390
TOTAL	$	2.2505860

Assessment Analysis

The subject property is currently an improved property, containing improvements that are Texarkana Golf Ranch [golf course and associated improvements previously detailed along with a metal clubhouse structure and a metal maintenance structure]

The assessment at the land only would be $665,000/100 X 2.250586 = $14,966.40.

Highest and Best Use

The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, published by The Appraisal Institute includes the definition of “highest and best use” on page 109:

1) "The reasonably probable use of property that results in the highest value. The four criterial that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.”

2) “The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset’s existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)”

3) [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)”

Highest and Best Use As Vacant

The estimated site area that was provided to me [no survey is yet available], with frontage along University Avenue, located in the specialty zoning district associated with Texas A & M University, Texarkana, that is intended to allow for mixed use development [both commercial and multi-family use within the same property as described by the zoning department – with assumption regarding the designation as the “future development”].

Physically Possible

In arriving at my opinion of highest and best use for the subject, it was first necessary to determine if the physical characteristics of the site - such as soil conditions, topography, shape and frontage were favorable for development. No differential settlement was observed which would indicate unusually unstable soil-bearing capacities in the surrounding areas. The subject site is considered to be of sufficient size to be economically adaptable for development of a wide variety of land use. The topography is level to sloping to rolling, with areas impacted by Bringle Lake. The physical characteristics were considered to impose no insurmountable limitations to permissible development, acknowledging limitations imposed by the actual physical size and topography.

Legally Permissible

The zoning is in the University Planned Development District and as such will require approval for any construction by the City of Texarkana, Texas, including architectural design, etc. I have assumed that any user will obtain proper/legal permission for development of this site. No deed restrictions were reported to me. I did not conduct an in-depth research for deed restrictions, and have assumed any interested party has conducted his own research regarding any major limitations on the use of the site.

Financially Feasible

Uses which meet the physical and legal tests can be analyzed to determine economic potential.

Remaining possible uses are numerous, but due to surrounding properties and uses, and zoning restrictions, the probable use was considered to fall within the multi-family and two-family segment of the market, with some area of mixed use.

Projected return is analyzed for each use, and those with positive rates of return indicate a financially feasible use. In this instance, multi-family/mixed type uses would indicate positive returns and are considered financially feasible.

Maximally Productive

Office uses are not expected at this location. However, the expected mixture of light commercial / retail and townhouse, single family, multifamily and duplex type use appears to have demand and productivity in this location.

Therefore, the Highest and Best Use, as if vacant, was considered to be an allowed mixture of commercial / retail, with multi-family and single family residential type use.

Highest and Best Use as Improved

The site is being appraised as a vacant tract/no improvements were considered in this analysis, under the stated Hypothetical condition, that no improvements were included in this analysis, and the appraisal includes only the land, AS IF vacant.

Valuation Methodology

Three basic approaches may be used to arrive at an estimate of market value. They are:

- The Cost Approach
- The Income Approach
- The Sales Comparison Approach

The **Cost Approach** is summarized as follows:

Cost New
\- Depreciation
\+ Land Value
= Value

The **Income Approach** converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounted process.

The **Sales Comparison Approach** compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

The appraisal process concludes with the **Final Reconciliation** of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others. This appraisal includes the following:

- Cost Approach: The cost is not considered applicable in the analysis of vacant light commercial / single and multi-family land and has not been developed under the hypothetical condition that no improvements were included/SITE AS IF VACANT.

- Sales Comparison Approach: This approach is applicable, necessary and has been fully developed via comparison with sales of similar vacant tracts in the area, in the analysis of the SITE AS IF VACANT – no improvements were included under the stated hypothetical condition.

- Income Approach: This approach is not considered applicable in the development of an analysis of similar land, since no similar tracts are leased and purchased in the Texarkana market that would provide income and expense information for the development of an income approach to value. The income approach has not been developed in this appraisal under the stated HYPOTHETICAL CONDITION, AS IF NO IMPROVEMENTS WERE ON THE SITE ON THE DATE OF THE APPRAISAL.

Cost Approach

The Cost Approach is based on the principle of substitution - that a prudent and rational person would pay no more for a property than the cost to construct a similar and competitive property, assuming no undue delay in the process. The Cost Approach tends to set the upper limit of value before depreciation is considered. The applied process is as follows:

1. Estimate the land value according to its Highest and Best Use. I have used the Sales Comparison Approach; the process is as follows:

    - Comparable sales, contracts for sale and current offerings are researched and documented.

    - Each comparable is analyzed and adjusted to equate with the subject property.

    - The value indication of each comparable is analyzed and the data reconciled for a land value indication.

2. Estimate the replacement cost of the building and site improvements.

3. Estimate the physical, functional and/or external depreciation accrued to the improvements.

4. Sum the depreciated value of the improvements with the value of the land for an indication of value.

The subject of this analysis is approximately 266 acres. The current improvements include the associated improvements with the existing golf course. This appraisal includes the land only – none of the improvements were included under the stated hypothetical condition, and the Cost Approach has not been developed.

Land Value

The site value has been developed via comparison with similar site sales in the following Sales Comparison Approach.

No improvements were considered in this analysis under the HYPOTHETICAL CONDITION STATED – this is the analysis of the site value only, AS IF VACANT on the date of the appraisal.

SALES COMPARISON APPROACH

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

1. The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.

2. The most pertinent data is further analyzed and the quality of the transaction is determined.

3. The most meaningful unit of value for the subject property is determined.

4. Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.

5. The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

I have researched and analyzed eight land sales that were considered to offer similar appeal, etc, with the subject 266 acres, as if vacant.

COMPARABLE LAND SALES SUMMARY TABLE

No.	Location	Sale Date	Price	Acres	$/ Acre
1.	TBD FM 1397	02/03/2020	$1,340,000	195.798	$6,844
2.	FM 2148 {I30) to FM 3419	07/24/2020	$2,350,000	110.305	$21,305
3.	FM 1397	10/12/2021	$638,000	58.000	$11,000
4.	Off Shillings	11/19/2025	$1,917,000	135.771	$14,119
5.	6207 Chapparal Ln	05/10/2023	$250,000	35.320	$7,078
6.	University Drive	10/15/2024	$7,772,500	35.451	$219,246
7.	N of North Kings Highway	01/31/2025	$488,642	29.263	$16,698
8.	TBD Bent Tree Rd	09/18/2025	$3,064,963	255.414	$12,000

Land Sale No. 1



Property Identification

Record ID	4551
Property Type	Vacant Land
Address	TBD FM 1397, Texarkana, Bowie County, Texas 75503
Tax ID	06140002101 & 06180000100
Latitude, Longitude	N33.515417, W-94.119780

Sale Data

Grantor	Jon David Stover. Trustee of Jon David Stover Trust
Grantee	Lilly Jaxx Investments LLC
Sale Date	February 03, 2020 / Rec 2020-1241; Fee Simple
Financing	Conventional; listed $2,160,510 410 DOM
Verification	Other sources: TBRMLS#102004
Sale Price	$1,340,000
Zoning	None / gently rolling /irregular/ part ZONE A
Gross Land Size	195.798 Acres or 8,528,961 SF

Indicators

Sale Price/Gross Acre	$6,844
Sale Price/Gross SF	$0.16

Remarks

Vacant tract overlooking the Red River flood plain. Located just north of Texarkana on the west side of FM 1397. Approximately 33% to 40% impacted by a designated FEMA Flood Hazard, Zone A. Per listing - a portion of the property is high-fenced and there is a small herd (~30) of "northern strain deer".

Land Sale No. 2



Property Identification

Record ID	4562
Property Type	Agricultural, Development
Address	FM 2148 along I30 to FM 3419
Tax ID	02060001900 and 24940000300
	33.457095, -94.160395

Sale Data

Grantor	BL-KD Investments, LLC
Grantee	CAJ BOWIE COUNTY IH30 Series [Longview Bridge]
Sale Date	July 24, 2020 Rec; 2020-7537; Conventional Guaranty Bank
Sale History	Sellers assembled in 2016 and 2017
Verification	Curt Green Realtors/Deed Records
Sale Price	$2,350,000
Zoning	SF-2
Gross Land Size	110.305 Acres or 4,804,886 SF

Indicators

Sale Price/Gross Acre	$21,305
Sale Price/Gross SF	$0.49

Remarks

Purchased for use in conjunction with highway work along Interstate 30 in the immediate area. At time of purchase had frontage along Interstate with no access thereto, but expected to have frontage along frontage/access roadway after completion of the Interstate 30 expansion at the immediate location.

Land Sale No. 3



Property Identification

Record ID	4956
Property Type	Residential, Residential
Address	FM 1397, Texarkana, Bowie County, Texas 75503
Tax ID	06180000100 Coordinates: 33.513535, -94.116481

Sale Data

Grantor	Lilly Jaxx Investments, LLC
Grantee	Jonathan & Kelli Stahl
Sale Date	October 12, 2021 recorded 10/18/2021 2021-12528
Property Rights	Fee Simple; Conventional Commercial National
Sale History	Seller purchased the parent tract 02/03/2020
Verification	lender/buyer
Sale Price	$638,000
Zoning	No zoning /excavated soil areas/irregular shape site

Land Size Information

Gross Land Size	58.000 Acres or 2,526,480 SF

Indicators

Sale Price/Gross Acre	$11,000
Sale Price/Gross SF	$0.25

Remarks

Soil was excavated from this site over the past several years, impacting up to 20 acres the site [1/2]. Approximately 3-4 acres along the creek are in the shaded flood hazard area.

Land Sale No. 4



Property Identification

Record ID	5658
Property Type	Development, Development
Address	Off Shillings, Texarkana, Bowie County, Texas 75503
Tax ID	21245000400 21245000401
Latitude, Longitude	N33.513535, W-94.116481

Sale Data

Grantor	ArkLa Tex Real Estate, LLC
Grantee	JOHN L. HUMPREY, Trustee of the Pruett Family Irrevocable 2023 Trust
Sale Date	November 19, 2025 ;2025-00011479; Fee simple
Conditions of Sale	Normal Marketing; Cash to seller;
Sale History	Seller purchased 03/09/3033 for $2,375,993/Buyer verified
Sale Price	$1,917,000
Topography	gently rolling/util avail at Shilling/irreg shape
Gross Land Size	135.771 Acres or 5,914,185 SF

Indicators

Sale Price/Gross Acre	$14,119
Sale Price/Gross SF	$0.32

Remarks

Irregular shape/access from Shillings Lane to the south, approximately 1/2 outside city limits, with portion inside zoned for Single family and a portion zoned under the UPDD [University Planned Development District]. Part of Lot 2, Shilling Estate 2nd, in the Jarrett Janes HRS, A-302

Land Sale No. 5



Property Identification

Record ID	5333
Property Type	Vacant - mostly wooded TAX ID; 02620025700
Address	6207 Chaparral Ln , Texarkana, Bowie Co., Texas 75503
Latitude, Longitude	N33.473210, W-94.124193

Sale Data

Grantor	Anna Hill Estate
Grantee	Coy & Stacy Williamson
Sale Date	May 10, 2023 Rec 2023-4098 Fee Simple; 524 DOM
Financing	Conventional
Verification	Landon Huffer; Other sources: TBRMLS#108337
Sale Price	$250,000
Zoning	None - outside city limits/gently rolling to sloping topography
Utilities	Electricity, Water, Sewer
Flood Info	~45%-50% in Zone A; irregular shape

Land Size Information

Gross Land Size	35.320 Acres or 1,538,539 SF
Front Footage	Chaparral Lane;

Indicators

Sale Price/Gross Acre	$7,078
Sale Price/Gross SF	$0.16

Remarks

Vacant tract located just outside of the Texarkana, Texas city limits. City water and sewer are both available at Chaparral Lane on the east side of the subject. Access to the subject is via two dedicated roadways. The first is located on the east side of the property between 6205 & 6303 Chaparral Lane and the second located on the north side between 6507 & 6603 Chaparral Lane.

Land Sale No. 6



Property Identification

Record ID	5519
Property Type	Commercial
Address	University Drive, Texarkana, Bowie County, Texas 75503
Tax ID	02585000205, 0258500200, 1170017905, 08140004903 33.495026, -94.103883

Sale Data

Grantor	Bringle Ridge commercial 20, LLC
Grantee	Board of Regents of the Texas A & M University System
Sale Date	October 15, 2024 rec 2024-00009715
Property Rights	Fee Simple/normal marketing; CASH TO SELLER
Verification	Aven Williamson, & Texas A&M
Sale Price	$7,772,500
Zoning	UPDD, UPDD - University Planned Dev. District
Topography	gently sloping/public utilities/irregular shape
Gross Land Size	35.451 Acres or 1,544,246 SF

Indicators

Sale Price/Gross Acre	$219,246
Sale Price/Gross SF	$5.03

Remarks

Originally held by developer for future commercial development and sold to the University for development into the sports complex for use by Texas A&M.

Land Sale No. 7



Property Identification

Record ID	5642
Property Type	Vacant Land
Address	N of North Kings Highway, Texarkana, Bowie Co., Tx, 75503
Location	Easement Access, North side of North Kings Highway,
Tax ID	23455002700
Latitude, Longitude	N33.487570, W-94.127610

Sale Data

Grantor	Oceanfront Investment Group LLC
Grantee	Fatima A Property Investment LLC
Sale Date	January 31, 2025 Filed February 27, 2025 Rec 2025-1738
Property Rights	Fee simple/862 DOM; Normal marketing; CASH TO SELLER
Sale History	Seller owned for an extended period
Verification	TBRMLS#116731
Sale Price	$488,642
Zoning	No zoning /level to rolling; public utilities available;
Shape	Irregular /No Frontage No flood zone
Gross Land Size	29.263 Acres or 1,274,696 SF

Indicators

Sale Price/Gross Acre	$16,698
Sale Price/Gross SF	$0.38

Remarks

Property was marketed with Cheryl Patterson of NextHome Realty Advisors, as part of a larger 86 acre tract. Final size was based on a survey. According to Bowie County Volume 2025, Page 1738, the total size was 29.263 acres. The sale price was stated to be $488,642, or approximately $16,698 per acre. The majority of the site is located outside of Texarkana City Limits, according to the city zoning map, although a small sliver is subject to SF-1 zoning.

Land Sale No. 8



Property Identification

Record ID	5594
Property Type	Recreational / Single-family
Address	TBD Bent Tree Rd, Texarkana, Bowie Co., Texas 75503
Tax ID	14480006650, 14480006600, 14480006700, part of 02660000200
Latitude, Longitude	N33.516301, W-94.176958

Sale Data

Grantor	Gary & Annell Langdon Family Living Trust
Grantee	Core Consolidated, LLC [Verified]
Sale Date	September 18, 2025 Fee Simple; Conventional
Sale Price	$3,064,963
Zoning	None - outside city limits; irregular shape; 25% +- Flood
Gross Land Size	255.599 Acres or 11,133,892 SF
Front Footage	Bent Tree Road;

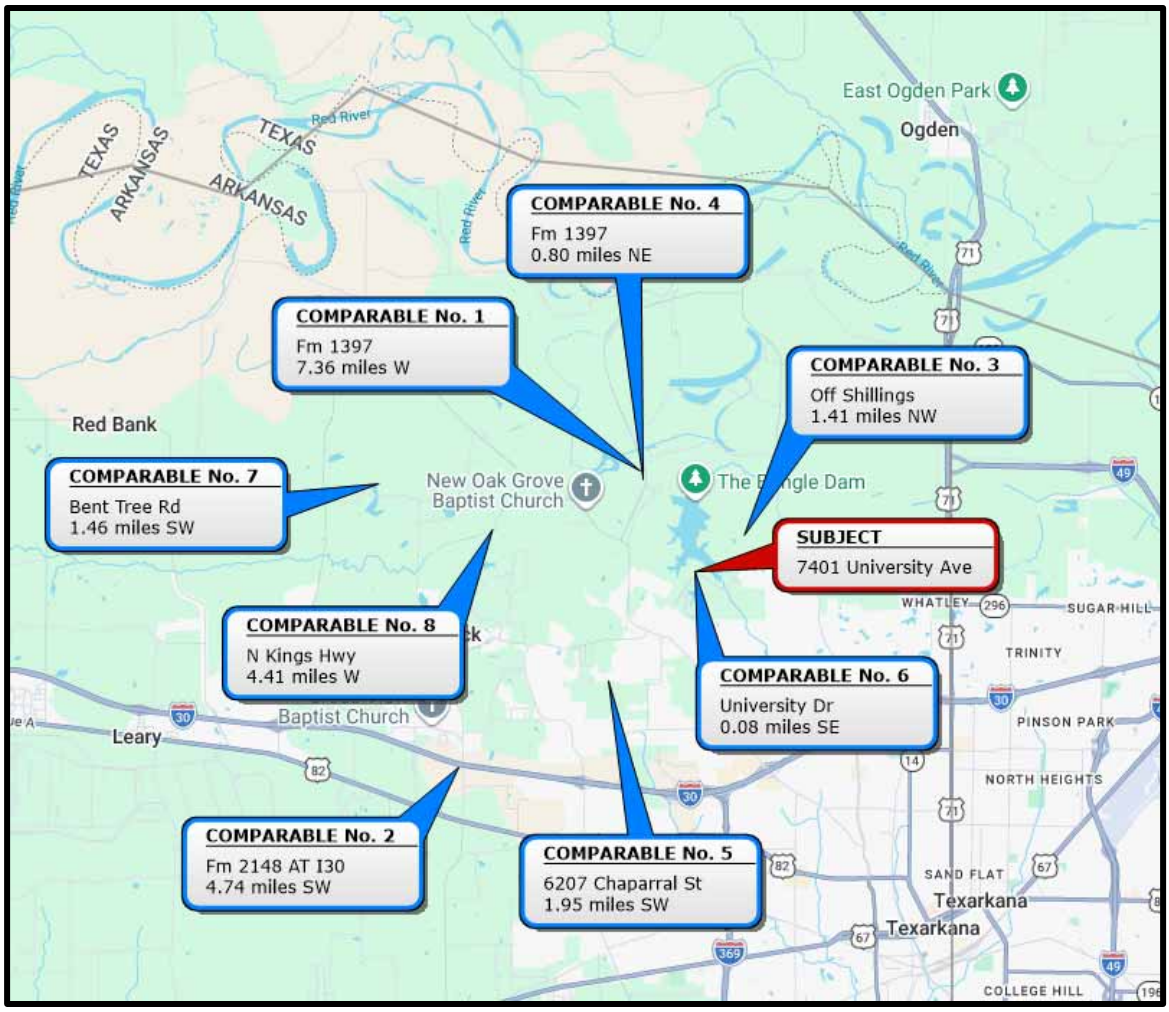
Indicators

Sale Price/Gross Acre	$11,991
Sale Price/Gross SF	$0.28

Remarks

Heavily wooded, adjacent to an area that is and continues to be developed into single-family residential lots with approximate sizes between 1 and 10 acres. New construction is currently taking place in the immediate area. Small frontage along Bent Tree Road. Electricity is available. Nearby properties rely on private water wells and private septic systems. The overall topography was considered to be gently rolling to rolling with the overall slope being downhill towards the north. The northern portion of the site, approximately 25% of the total acreage, appears to be in a designated FEMA Flood Hazard, Zone A.

Comparable land sales Map



Analysis Grid

The above sales have been analyzed and compared with the subject property. I have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Economic Trends (time)
- Location
- Physical Characteristics

On the following page is a sales comparison grid displaying the subject property, the comparable land sales and the adjustments applied.

Adjustment Grid

ADJUSTMENT GRID					
	SUBJECT	COMP #1	COMP #2	COMP #3	COMP #4
ADDRESS					
	266 +- ACRES UNIVERSITY DR	FM 1397	FM 2148 TO FM 3419 ALONG I30	FM 1397	OFF SHILLINGS
	TEXARKANA, TEXAS	TEXARKANA, TEXAS	TEXARKANA, TEXAS	TEXARKANA, TEXAS	TEXARKANA, TEXAS
SALE DATE	2/25/2026	2/3/2020	7/24/2020	10/12/2021	11/19/2025
ADJUSTED SALE PRICE		$1,340,000.00	$2,350,000.00	$638,000.00	$1,917,000.00
PRICE/SF		$6,843.79	$21,304.56	$11,000.00	$14,119.36
PROPERTY RIGHTS	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE
FINANCING	NORMAL	CASH TO SELLER	CONVENTIONAL	CONVENTIONAL	CASH TO SELLER
CONDITIONS OF SALE	NORMAL	NORMAL	NORMAL	NORMAL	NORMAL
COMPARISON		0%	0%	0%	0%
ADJUSTMENT		$0.00	$0.00	$0.00	$0.00
ECONOMIC TRENDS	2/25/2026	2/3/2020	7/24/2020	10/12/2021	11/19/2025
		FM 1397	TWO FM ROADWAYS WITH	FM 1397	OFF SHILLINGS
LOCATION	ALONG UNIVERSITY DR	OVERALL SIMILAR	I30 FRONTAGE/NOT ACCESS	SIMILAR	OVERALL SIMILAR
COMPARISON	TEXARKANA, TEXAS	0%	0%	0%	0%
ADJUSTMENT		$0.00	$0.00	$0.00	$0.00
SIZE (ACRES)	266.0000	195.7980	110.3050	58.0000	135.7710
SIZE (SF)	11,586,960	8,528,961	4,804,886	2,526,480	5,914,185
COMPARISON		-1%	-3%	-4%	-2%
ADJUSTMENT		-$68.44	-$639.14	-$440.00	-$282.39
	GOOD FRONTAGE; VERY IRREG SHAPE	GOOD FRONTAGE	GOOD FRONTAGE	LONG/IRREGULAR SHAPE	SMALL ACCESS/SIMILAR
SHAPE/ACCESS	LIMITING POTENTIAL DEVELOPMENT	IRREGULAR/INTERIOR	IRREGULAR/INTERIOR	INFERIOR	SHILLINGS/VERY IRREGULAR
COMPARISON		-27%	-30%	-18%	-17%
ADJUSTMENT		-$1,847.82	-$6,391.37	-$1,980.00	-$2,400.29
	ZONED UPPD;UNIVERSITY	OUTSIDE CITY/NO ZONING	OUTSIDE CITY AT TIME OF SALE	OUTSIDE CITY/6-7% FLOOD	ZONING -PART SF, PART UPDD &
OTHER	PLANNED DEVELOPMENT	35%+- FLOOD/NO UTIL	NO FLOOD/INFERIOR UTILITIES	INFERIOR UTILITIES	PART NO ZONING; NO FLOOD
COMPARISON	UTILITIES AT UNIVERSITY DR	30%	5%	12%	2%
ADJUSTMENT	15% FLOOD	$2,053.14	$1,065.23	$1,320.00	$282.39
TOTAL ADJUSTMENTS		$136.88	-$5,965.28	-$1,100.00	-$2,400.29
INDICATES PER SF		$6,980.67	$15,339.28	$9,900.00	$11,719.07
WEIGHTING		9	4	7	4

	SUBJECT	COMP #5	COMP #6	COMP #7	COMP #8
ADDRESS					
	266 +- ACRES UNIVERSITY DR	6207 CHAPARRAL LN	UNIVERSITY DRIVE	N of N KINGS HWY	BENT TREE ROAD
	TEXARKANA, TX	TEXARKANA, TX	TEXARKANA, TEXAS	TEXARKANA, TEXAS	TEXARKANA, TEXAS
SALE DATE	2/25/2026	5/10/2023	10/15/2024	1/31/2025	9/18/2025
ADJUSTED SALE PRICE		$250,000.00	$7,772,500.00	$488,642.00	$3,064,963.00
PRICE/SF		$7,078.14	$219,246.28	$16,698.29	$11,991.29
PROPERTY RIGHTS	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE
FINANCING	NORMAL	CASH TO SELLER	CASH TO SELLER	CASH TO SELLER	CONVENTIONAL
CONDITIONS OF SALE	NORMAL	NORMAL	NORMAL	NORMAL	NORMAL
COMPARISON		0%	0%	0%	0%
ADJUSTMENT		$0.00	$0.00	$0.00	$0.00
ECONOMIC TRENDS	2/25/2026	5/10/2023	10/15/2024	1/31/2025	9/18/2025
			UNIVERSITY DR	EASEMENT ACCESS ONLY	2 SMALL POINTS ACCESS ROAD
LOCATION	ALONG UNIVERSITY DR	OFF CHAPARRAL	OVERALL SIMILAR	INFERIOR	SIMILAR
COMPARISON	TEXARKANA, TEXAS	20%	0%	15%	0%
ADJUSTMENT		$1,415.63	$0.00	$2,504.74	$0.00
SIZE (ACRES)	266.0000	35.3200	35.4510	29.2630	255.5990
SIZE (SF)	11,586,960	1,538,539	1,544,246	1,274,696	11,133,892
COMPARISON		-4%	-4%	-4%	0%
ADJUSTMENT		-$283.13	-$8,769.85	-$667.93	$0.00
		LIMITED ACCESS	VERY IRREGULAR;FRONTAGE		IRREGULAR/FRONTAGE AT
SHAPE/ACCESS	GOOD FRONTAGE/VERY IRREG SHAPE	IRREGULAR/INTERIOR	THREE ROADWAYS;SUPERIOR	IRREG/INTERIOR/EASEMENT	2 PLACES
COMPARISON	LIMITING POTENTIAL DEVELOPMENT	-30%	-85%	-25%	-35%
ADJUSTMENT		-$2,123.44	-$186,359.34	-$4,174.57	-$4,196.95
	ZONED UPPD;UNIVERSITY	NO ZONING/UTILITIES AT	UPDD/NO FLOOD	NO ZONING AT MAJORITY; SMALL	NO ZONING; ELECT UTIL NEARBY
OTHER	PLANNED DEVELOPMENT	STREET; 45%-50% FLOOD	ALL PUBLIC	SF 1; UTILITIES AT ADJ; NO FLOOD	25% FLOOD
COMPARISON	UTILITIES AT UNIVERSITY DR	45%	-10%	-10%	15%
ADJUSTMENT	15% FLOOD	$3,185.16	-$21,924.63	-$1,669.83	$1,798.69
	0				
TOTAL ADJUSTMENTS		$2,194.22	-$217,053.82	-$4,007.59	-$2,398.26
INDICATES PER SF		$9,272.36	$2,192.46	$12,690.70	$9,593.03
WEIGHTING		2	2	2	10
AVERAGE/SF	$9,710.95				
WEIGHTED AVERAGE	$9,615.02				

Adjustment Notes

Conditions of Sale
All of these land sales were considered to reflect typical market conditions, and no adjustments for "Conditions of Sale" were considered.

Economic Trends
No indications of significant increases or decreases over the past few years were noted, and no adjustments were applied for economic trends.

Location
Location differences were considered at Sales #5 and #7. These two sales were located off the roadways, with easement access [very limited frontage at Sale #5] and positive 20% and 15% adjustments were applied.

Size
Generally, economies of scale are noted in substantially larger tracts [typically, a larger number of units will command a lower price per unit]. Market observations in the general regional market recognize a difference in price per unit for tracts substantially different in size, of approximately 1% to 15% for each halving/doubling in size. In this analysis, approximately 5% for each halving/doubling in size was considered. The following table indicates size adjustments applied in this analysis based upon a market derived 5% adjustment for each halving/doubling in size. These adjustments are applied in the adjustment grid as shown.

SIZE ADJUSTMENT					
SALE NUMBER	COMP SIZE/SF	SUBJECT SIZE	PERCENT DIFFERENCE IN SIZE	ADJUSTMENT PER DOUBLING	INDICATED ADJUSTMENT
1	8,528,961	11,586,960	-26%	5%	-1%
2	4,804,886	11,586,960	-59%	5%	-3%
3	2,526,480	11,586,960	-78%	5%	-4%
4	5,914,185	11,586,960	-49%	5%	-2%
5	1,538,539	11,586,960	-87%	5%	-4%
6	1,544,246	11,586,960	-87%	5%	-4%
7	1,274,696	11,586,960	-89%	5%	-4%
8	11,133,892	11,586,960	-4%	5%	0%

Shape/Access

The subject has good frontage at University, and is very irregular in shape. Sales #1 and #2 have superior shape/utility and a negative 27% adjustment was applied at Sale #1 and a negative 30% adjustment was applied at Sale #2.

Sales #3 and #4 are more limited in frontage/access and but superior irregular shapes, and negative 18% and negative 17% adjustments were applied.

Sales #5, #7 and #8 are superior in shape but inferior in access/frontage and negative 25%, 30% and 35% adjustments were applied as noted in the grid.

Sale #6 is located in a curve of University Avenue with very good frontage and additional frontage at an interior roadway. Overall, a negative 85% adjustment was applied.

Other

Zoning, topography/flood zone and availability of utilities are considered. Subject is estimated to be impacted by approximately 15% in flood zone, has water/sewer in use at site and available nearby. Sale #1 has inferior utilities and no zoning/with approximately 35% flood area, and overall, a positive 30% adjustment was applied.

Sales #2, #3 and #4 are inferior in availability of utilities and are less impacted by flood, with overall adjustments between positive 2% at Sale #4, positive 5% at Sale #2 and positive 12% at Sale #3.

Sale #5 has no zoning/utilities at street, but almost 50% flood area, with an overall adjustment of positive 45% applied.

Sales #6 and #7 are similar with utilities, but have no flood impact and negative 10% adjustments were applied.

Sale #8 has inferior utilities available and includes approximately 25% flood impact, with a positive 15% adjustment applied.

Note

No further major differences were noted and no further adjustments were applied at these land sales.

Land Value Conclusion

A wide range of land sizes, shapes, topography/frontage, etc. has been compared with the subject. Sales of similar 266 acre tracts that have utilities available, and are surrounded by developments in large and upper value single family dwellings as well as proximity to a developing university are limited. Due to variations in these sales a very large range has been indicated after adjustments, as follows:

ADJUSTED RANGE / AVERAGES	
AVERAGE	$9,710.95
WEIGHTED AVG	$9,615.02
HIGH	$15,339.28
LOW	$2,192.46

Analysis and comparison of these eight land sales is considered supportive of a value estimate of approximately $9,500.00 per acre as shown on the adjustment grid.

SALES COMPARISON INDICATES "AS IS"		
SIZE IN AC	PER SF	INDICATED VALUE
266	$9,500.00	**$2,527,000.00**
	ROUNDED	**$2,527,000.00**

Based on the above analysis, I have reconciled to an estimated value of the vacant site, "As Vacant" of **$2,527,000.00**, as of February 25, 2026, and subject to the Limiting Conditions and Assumptions of this appraisal. This is considered to reflect the "**HYPOTHETICAL, AS IF THE SUBJECT WERE A VACANT SITE ON THE DATE OF THE APPRAISAL**" value at the subject property.

Income Approach

The Income Approach to value is based on the present worth of the future rights to income. This type of analysis considers the property from an investor's point of view, the basic premise being that the amount and quality of the income stream are the basis for value of the property.

Direct Capitalization Analysis

The steps involved in capitalizing the subject's net operating income are as follows:

1. Develop the subject's Potential Gross Income (PGI) through analysis of the subject's actual historic income and an analysis of competitive current market income rates.

2. Estimate and deduct vacancy and collection losses to develop the Effective Gross Income (EGI).

3. Develop and subtract operating expenses to derive the Net Operating Income (NOI).

4. Develop the appropriate capitalization rate (R_o).

5. Divide the net operating income by the capitalization rate for an estimate of value through the income approach.

Potential Gross Income (PGI)

The subject is being appraised as a vacant approximately 266 acre tract, ***under the hypothetical condition stated – that there are no improvements on the site on the date of the appraisal***.

Few vacant land tracts are leased in the Texarkana area, and insufficient information was available for the development of market rental, typical expenses and typical capitalization rates for vacant multi-use land, and the income approach has not been developed in this analysis.

Final Reconciliation

The process of reconciliation involves the analysis of each approach to value. The quality of data applied, the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed.

In this appraisal, only one approach to value was considered applicable. The sales comparison approach includes consideration for similar vacant tracts, that offer similar amenities, etc. Sales of similar tracts [size, amenities, etc] were limited.

Cost Approach….....	N/A
Sales Comparison Approach…...	**$2,527,000.00**
Income Approach….....	N/A

Cost Approach

The cost approach provides an accurate estimate of reproduction cost new of the improvements, when the property is relatively new, with a functional plan and no locational obsolescence, and improved to its highest and best use.

The subject of this analysis is being appraised as a vacant approximately 266 acre tract [under the HYPOTHETICAL CONDITION STATED]. The cost approach was not considered applicable in this appraisal and has not been completed.

Sales Comparison Approach

The sales comparison approach has also been applied to the site as if vacant, under the HYPOTHETICAL CONDITION STATED.

The sales comparison approach reflects the thinking and behavior of informed rational purchasers and sellers in the market. The sales gathered and analyzed were taken from the local market. As such, sales of land with similar amenities and utility, etc were limited.

After considering several land sales in the area, I have utilized the eight most similar sales that were available. These sales required several adjustments for differences. The sales prices prior to adjustments ranged from $$6,843.79 per acre to $219,246.28 per acre, and after adjustments ranged from $2,192.46 per acre to $15,339.28 per acre. The overall average indication at these sales was $9,710.95 and the weighted average [most consideration given to the most similar] of $9,615.02 per acre. These were considered to be very supportive of $9,500.00 per acre.

Income Approach

The value estimate by the income approach considers current market attitudes toward similar property types and the risks inherent in the investments.

Comparable data was not available for the estimate of the market rental, expenses, and capitalization rates, at the subject site since very few similar properties are leased in the immediate area. The income approach was not applied in this analysis.

Reconciliation:

The sales comparison approach was the only applicable approach in this appraisal for the site AS IF VACANT. Sufficient data was available for an analysis of the subject property, although several adjustments were required in the eight land sales used.

Therefore, the *"HYPOTHETICAL, AS IF VACANT"* value estimate for the subject property, in fee simple estate, as of the date of inspection, February 25, 2026, under the herein stated extraordinary assumptions, is:

TWO MILLION FIVE HUNDRED TWENTY-SEVEN THOUSAND DOLLARS ($2,527,000.00)

Market Value Conclusion			
Appraisal Premise	**Interest Appraised**	**Date of Value**	**Value Conclusion**
HYPOTHETICAL	**Fee Simple**	**February 25, 2026**	**$2,527,000.00**

HYPOTHETICAL CONDITIONS AND EXTRAORDINARY ASSUMPTIONS: *This appraisal has been completed under the extraordinary assumptions 1) that no environmental issues impact this property, and 2) that the sizes stated within this analysis are correct, since no survey was provided, 3) the special zoning district could be changed from the current District 10, to be used for residential development. I have included the hypothetical condition that there are no improvements on the site, per the request of the owner, City of Texarkana, Texas – I was informed that the negotiations for the improvements are being conducted separately [the golf course improvements inclusive of course/greens/driving paths, irrigation, and the metal clubhouse and maintenance building, parking, etc. I have appraised the 266 acres as a vacant tract, ready for development for the specific use of the City of Texarkana, and no other user.* **These assumptions and hypothetical conditions impact the value reported within this appraisal.**

Certification Statement

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- I have performed no services as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice (USPAP).*
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I, Pam Bonds, have completed the continuing education program of the Appraisal Institute.

- No change of any item in the appraisal report shall be made by anyone other than the Appraiser, and the Appraiser shall have no responsibility for any such unauthorized change.

- The Appraiser has established sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.

- My value conclusion and other opinions expressed herein are not based on a requested minimum value, a specific value or approval of a loan.

- My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Texas Real Estate Commission and/or the Arkansas Real Estate Commission.

The *"HYPOTHETICAL, AS IF VACANT"* value estimate for the subject property, in fee simple estate, as of the date of inspection, February 25, 2026, under the herein stated extraordinary assumptions, is:

TWO MILLION FIVE HUNDRED TWENTY-SEVEN THOUSAND DOLLARS ($2,527,000.00)

Market Value Conclusion			
Appraisal Premise	**Interest Appraised**	**Date of Value**	**Value Conclusion**
HYPOTHETICAL	**Fee Simple**	**February 25, 2026**	**$2,527,000.00**

HYPOTHETICAL CONDITIONS AND EXTRAORDINARY ASSUMPTIONS: *This appraisal has been completed under the extraordinary assumptions 1) that no environmental issues impact this property, and 2) that the sizes stated within this analysis are correct, since no survey was provided, 3) the special zoning district could be changed from the current District 10, to be used for residential development. I have included the hypothetical condition that there are no improvements on the site, per the request of the owner, City of Texarkana, Texas – I was informed that the negotiations for the improvements are being conducted separately [the golf course improvements inclusive of course/greens/driving paths, irrigation, and the metal clubhouse and maintenance building, parking, etc. I have appraised the 266 acres as a vacant tract, ready for development for the specific use of the City of Texarkana, and no other user.* **These assumptions and hypothetical conditions impact the value reported within this appraisal.**



March 19, 2026
Date

Pam Bonds, MAI, SRA
Real Estate Appraiser
Texas License #TX 1320451 CG
Expiration Date - April 30, 2027
Arkansas Certification # CG 0336
Expiration Date – June 30, 2026

Qualifications

PAM BONDS MAI, SRA

PRESENT POSITION:

Real Estate Appraiser

PROFESSIONAL AFFILIATIONS AND DESIGNATIONS:
Member, Appraisal Institute (MAI), Member #12014

Senior Residential Appraiser, Appraisal Institute, (SRA)

Member, Texas Association of Realtors, National Association of Realtors (Licensed Broker, Texas)

Texas State Certified General Real Estate Appraiser, CERTIFICATE NUMBER TX-1320451-CG, Expires April 30, 2027

Arkansas State Certified General Real Estate Appraiser, CERTIFICATE NUMBER #CG0336, Expires June 30, 2026

EDUCATION:

East Texas State University, at Texarkana, Bachelor Degree in Business Administration

Various real estate appraisal courses, Appraisal Institute

EXPERIENCE:

Actively engaged in the real estate appraisal profession since 1977. During this time, obtained experience in the valuation of a wide range of property types for various purposes.

EMPLOYMENT

1977 - 1983 - P.M. Brown Realtors, Inc.

1984 - 1985 - Pam Bonds, Real Estate Appraisals

1985 - 1/90 - The Appraisal Group

1/90 -2001 - Pam Bonds, Real Estate Appraisals

2001-present The Appraisal Group

Addenda

1) Letter of Engagement
2) Bowie County Tax appraisal district printout
3) Assignment of Lease – to obtain legal description of site
3) Arkansas Appraiser License/Certification
4) Texas Appraiser License/Certification

LETTER OF ENGAGEMENT

THE APPRAISAL GROUP
Real Estate Appraisals
3601 North Robison Road
Phone (903) 793 3211 Texarkana, TX 75501 Fax (903) 793 3307

February 11, 2026

Dusty Henslee, P.E., CFM, CPM
Assistant City Manager/Director of Public Works
City of Texarkana, Texas

RE: Proposal to complete 2 Appraisal reports, 1) Approximately 266.42 acres described as "golf course" as a fee simple analysis [extraordinary assumption that there is no current lease], and 2) 138 acres of vacant land, with assumed access to be included from the grantor/Texas A & M [the site would be landlocked and substantially impacted by lack of access].

Mr. Henslee/City of Texarkana:

I propose to prepare Appraisal reports for the referenced properties as identified above. As discussed, I will prepare an appraisal of the real property identified above, using applicable appraisal methods. The Appraisal is to estimate "Market Value" of the subject property. It is my understanding that the purpose of the appraisal reports is to be for possible sale or purchase and/or exchange.

The report will comply with applicable The Appraisal Foundation guidelines and will conform with the "Code of Professional Ethics and Standards of Professional Practice of The Appraisal Institute" of which I am a member and will be appraised as if owned in fee simple title, free and clear of any encumbrances. Mineral rights are not considered. The existing lease to the golf course is not to be considered, per your instructions [extraordinary assumption].

Both properties may present a challenge for me to view in their entirety, without off road vehicles. Please inform me of your preference – having someone meet me at each to show the property to me, or to view from street and adjacent properties to the best of my ability, supported by available aerial maps, topographic maps, flood maps, etc.

The total fee for the Appraisal Reports will be $4,000, [$2,500 at "golf course" and $1,500 at vacant land].

For the land appraisal I will employ only the Sales Comparison Approach to Value which is by far the most applicable approach for this property type, and the golf course will include Sales Comparison Approach and Cost Approach [income approach not applicable since no income is being reported to me].

This estimate does not include any compensation for testimony in any court or hearings. Additional charge of $250.00 per hour (one-half day minimum) plus all expenses would be appropriate for any court or hearing testimony required. **Delivery of the completed report is estimated to be 3 weeks from the date of acceptance of this proposal, assuming timely return receipt of this agreement.**

If these terms are agreeable, please respond in writing with authorization to proceed. This fee quotation is valid for 30 days from date of this letter; however, delivery time would be adjusted applicable to delays. I look forward to working with you.

Respectfully submitted,
The Appraisal Group
3601 North Robison Road
Texarkana, Texas 75501

Pam Bonds

Pam Bonds, MAI, SRA
Member #12014
Texas Certification # TX 1320451-G
Expires 04/30/27
Arkansas Certification #CG 0336
Expires 06/30/26

Accepted by client:

Date 2-16 **, 2026,**

Dusty Hensley **(Signature and Printed Name)**

ASM / Director of Public Works

TAX APPRAISAL DISTRICT INFORMATION

PID 27187 | 7401 UNIVERSITY AVE

Property Summary Report | 2025
Online Services | Bowie Central Appraisal District

GENERAL INFO

ACCOUNT

Property ID: 27187
Geographic ID: 11700017901
Type: R
Zoning:
Agent: PARADIGM TAX GROUP
Legal Description: JARRETT JANES A-302 3514/175 08/08/01 LEASE AGREEMENT BLK/TRACT 162A 266 ACRES
Property Use:

OWNER

Name: TEXARKANA GOLF RANCH LLP
Secondary Name: BRENT HURT
Mailing Address: 2227 DIAMOND OAK DR GARLAND TX USA 75044
Owner ID: 40306
% Ownership: 100.000000
Exemptions:

LOCATION

Address: 7401 UNIVERSITY AVE, TX
Market Area:
Market Area CD:
Map ID: 1

PROTEST

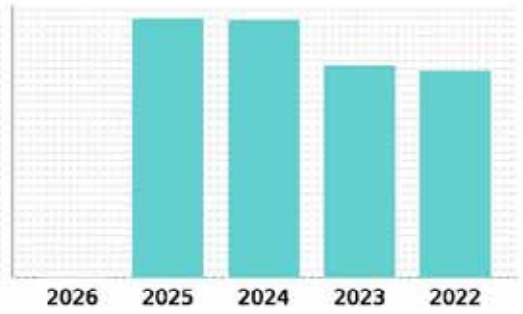
Protest Status:
Informal Date:
Formal Date:

VALUES

CURRENT VALUES

Land Homesite:	$0
Land Non-Homesite:	$665,000
Special Use Land Market:	$0
Total Land:	$665,000
Improvement Homesite:	$0
Improvement Non-Homesite:	$883,184
Total Improvement:	$883,184
Market:	$1,548,184
Special Use Exclusion (-):	$0
Appraised:	$1,548,184
Value Limitation Adjustment (-):	$0
Net Appraised:	$1,548,184

VALUE HISTORY



Values for the current year are preliminary and are subject to change.

VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2026	N/A	N/A	N/A	N/A	N/A	N/A
2025	$665,000	$883,184	$0	$1,548,184	$0	$1,548,184
2024	$665,000	$874,254	$0	$1,539,254	$19,893	$1,519,361
2023	$399,000	$867,134	$0	$1,266,134	$0	$1,266,134
2022	$399,000	$838,720	$0	$1,237,720	$0	$1,237,720

Page 1 of 3 Effective Date of Appraisal: January 1 Date Printed: March 10, 2026 Powered By: <True Prodigy>

TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
01B1	BOWIE COUNTY T1	0.423947	$1,548,184	$1,548,184
04C	TEXARKANA COLLEGE	0.109639	$1,548,184	$1,548,184
P2	Precinct 2	0.000000	$1,548,184	$1,548,184
02T1	TEXARKANA CITY T1	0.650000	$1,548,184	$1,548,184
03P	PLEASANT GROVE ISD	1.067000	$1,548,184	$1,548,184

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

IMPROVEMENT

Improvement #1: Commercial Improvement Value: N/A Main Area: 5,000
State Code: F1 Description: Gross Building Area: 5,000

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
CM	COMMERCIAL	WW02SA		1	2002	2002	5,000

Improvement Features

Improvement #2: Miscellaneous Improvement Value: N/A Main Area: 0
State Code: F1 Description: 18 HOLES @ 80.000 EA 80% X 62% Gross Building Area:

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT

Improvement Features

Improvement #3: Commercial Improvement Value: N/A Main Area: 6,000
State Code: F1 Description: Gross Building Area: 6,000

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
CM	COMMERCIAL	MR04SA		1	2002	2002	6,000

Improvement Features

Improvement #4: Miscellaneous Improvement Value: N/A Main Area: 0
State Code: F1 Description: $2.25 SQ FT 65% Gross Building Area:

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT

Improvement Features

Improvement #5: Miscellaneous Improvement Value: N/A Main Area: 0
State Code: F1 Description: $2.25 SQ FT 65% Gross Building Area:

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT

Improvement Features

Improvement #6: Miscellaneous Improvement Value: N/A Main Area: 0
State Code: F1 Description: ASPH PKING 57X220 Gross Building Area:

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT

Improvement Features

Improvement #7: Miscellaneous Improvement Value: N/A Main Area: 0
State Code: F1 Description: ASPH PKING 210X90 Gross Building Area:

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT

Improvement Features

Improvement #8: Miscellaneous Improvement Value: N/A Main Area: 0
State Code: F1 Description: MAINT BLDG Gross Building Area:

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT

Improvement Features

Improvement #9: Miscellaneous Improvement Value: N/A Main Area: 0
State Code: F1 Description: NEGATIVE INCOME Gross Building Area:

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT

Improvement Features

LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
LEGACY	Converted	266.0000	0	$0.00	N/A	N/A

DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument

ASSIGNMENT OF LEASE

Filed and Recorded: 08/08/2023 02:24:25 PM
2023-00007582 ASSIGNMENT Total Pages: 6
Tina Petty, Bowie County Clerk

ASSIGNMENT OF LEASE

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

Effective as of August 7, 2023, HANK HANEY-TEXARKANA, LP, a Texas limited partnership ("Assignor"), in consideration of the sum of Ten Dollars ($10.00) in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby assigns, transfers, sets over and conveys to TEXARKANA GOLF RANCH LLC, a Texas limited liability company ("Assignee"), all of Assignor's right, title and interest in and to that certain Lease Agreement dated as of June 26, 2001, executed between the City of Texarkana, as lessor and Hank Haney Golf, Inc., a Texas corporation ("Hank Haney Golf"), as lessee, recorded in the Official Public Records of Bowie County, Texas on August 8, 2001, in Book 3514, Page 175, as Document No. 10205, as assigned by that certain Assignment of Lease dated as of October 1, 2001, executed by Hank Haney Golf, as assignor, and HHGR-Texarkana, L.P., a Texas limited partnership ("HHGR"), as assignee, recorded in the Official Public Records of Bowie County, Texas on October 25, 2001, in Book 3567, Page 40, as Document No. 14371, as further assigned by that certain Assignment of Lease dated as of August 12, 2010, executed by HHGR, as assignor, and Hank Haney-Texarkana, LP, a Texas limited partnership ("Hank Haney-Texarkana"), as assignee, recorded in the Official Public Records of Bowie County, Texas on August 16, 2010, in Book 5887, Page 209, as Document No. 10837, as amended by that certain First Amended Lease Agreement dated as of July 5, 2023 (the "Lease"), in effect at the real property in Bowie County, Texas, more particularly described on Exhibit A attached hereto.

Assignor does hereby agree to defend, indemnify and hold harmless Assignee from any liability, damages, causes of action, expenses and attorney fees incurred by Assignee by reason of the failure of Assignor to fulfill, perform and discharge all of the various commitments, obligations and liability of Assignee under and by virtue of the Lease assigned hereunder, prior to the effective date hereof.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Assignor has executed this Assignment to be effective as of the ~~29th~~ June 29th day of ~~29th~~ June 2023.

SELLER:

HANK HANEY – TEXARKANA, LP,
a Texas limited partnership

By: Hank Haney – Texarkana GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
~~Hank~~ Henry Haney
Manager

ATTACHED CALIF. ACKNOWLEDGMENT JM
6.29.2023

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 6-29-2023 before me, Justin F. Moreno Notary Public
(insert name and title of the officer)

personally appeared Henry Hersey,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JUSTIN F. MORENO
COMM. #2444932
Notary Public - California
Los Angeles County
My Comm. Expires Apr. 22, 2027

Signature _____ (Seal)

ACCEPTANCE

Assignee hereby accepts the foregoing Assignment of Lease and agrees to assume, fulfill, perform and discharge all the various commitments, obligations and liabilities of Assignor under and by virtue of the Lease hereby assigned, which arise on or after the effective date hereof, including the return of security deposits, and does hereby agree to defend, indemnify and hold harmless Assignor from any liability, damages, causes of action, expenses and attorneys' fees incurred by Assignor by reason of the failure of Assignee from and after the effective date hereof to fulfill, perform and discharge all of the various commitments, obligations and liabilities of Assignor under and by virtue of the Lease assigned hereunder, including the return of security deposits, which arise on or after the effective date hereof.

IN WITNESS WHEREOF, this Acceptance has been executed to be effective as of the 2nd day of August 2023.

ASSIGNEE:

TEXARKANA GOLF RANCH LLC,
a Texas limited liability company

By: Texarkana Golf Ranch LLC
Name: Clifton Brent Hurt
Title: Manager

THE STATE OF Texas §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on the 2nd day of August 2023, by Clifton Brent Hurt, Manager of Texarkana Golf Ranch LLC, a Texas limited liability company, on behalf of said company.

Gannon D. Harris
Notary Public

GANNON D. HARRIS
Notary Public, State of Texas
Comm. Expires 04-16-2027
Notary ID 131976147

EXHIBIT A

LEGAL DESCRIPTION

All that certain tract or parcel of land situated in the JARRETT JANES HEADRIGHT SURVEY A-302, Bowie County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING at the lower Southeast corner of said Janes Headright Survey;

THENCE: N 60° 26' 16" W, with the South line of said Janes Headright Survey, 1819.91 feet to a point for corner and the POINT OF BEGINNING for the herein described tract of land;

THENCE: N 60° 24' W, continuing with the South line of said Janes Headright Survey, 691.15 feet to a point for corner;

THENCE: N 28° 34' E, 1568.09 feet to a point for corner;

THENCE: N 61° 00' W, 2041.51 feet to a point for corner;

THENCE: N 28° 44' E, 149.58 feet to a point for corner;

THENCE: N 61° 13' W, 688.00 feet to a point for corner;

THENCE: N 22° 45' E, 853.04 feet to a point for corner;

THENCE: S 65° 09' E, 50.50 feet to a point for corner;

THENCE: N 21° 57' E, 2325.38 feet to a point for corner;

THENCE: N 60° 40' W, 242.56 feet to a point for corner;

THENCE: N 21° 17' E, 475.83 feet to a point for corner;

THENCE: S 60° 41' E, 605.84 feet to a point for corner;

THENCE: S 42° 18' 13" E, 4232.94 feet to a point for corner;

THENCE: S 41° 50' 39" W, 1140.90 feet to a point for corner;

THENCE: S 38° 34' W, 429.16 feet to a point for corner;

THENCE: S 34° 45' W, 988.91 feet to a point for corner;

THENCE: S 33° 48' W, 1480.10 feet to the PLACE OF BEGINNING and containing 311.537 acres of land, more or less.

SAVE AND EXCEPT all that portion of the subject tract covered by the waters of Bringle Lake.

THE STATE OF TEXAS
COUNTY OF BOWIE

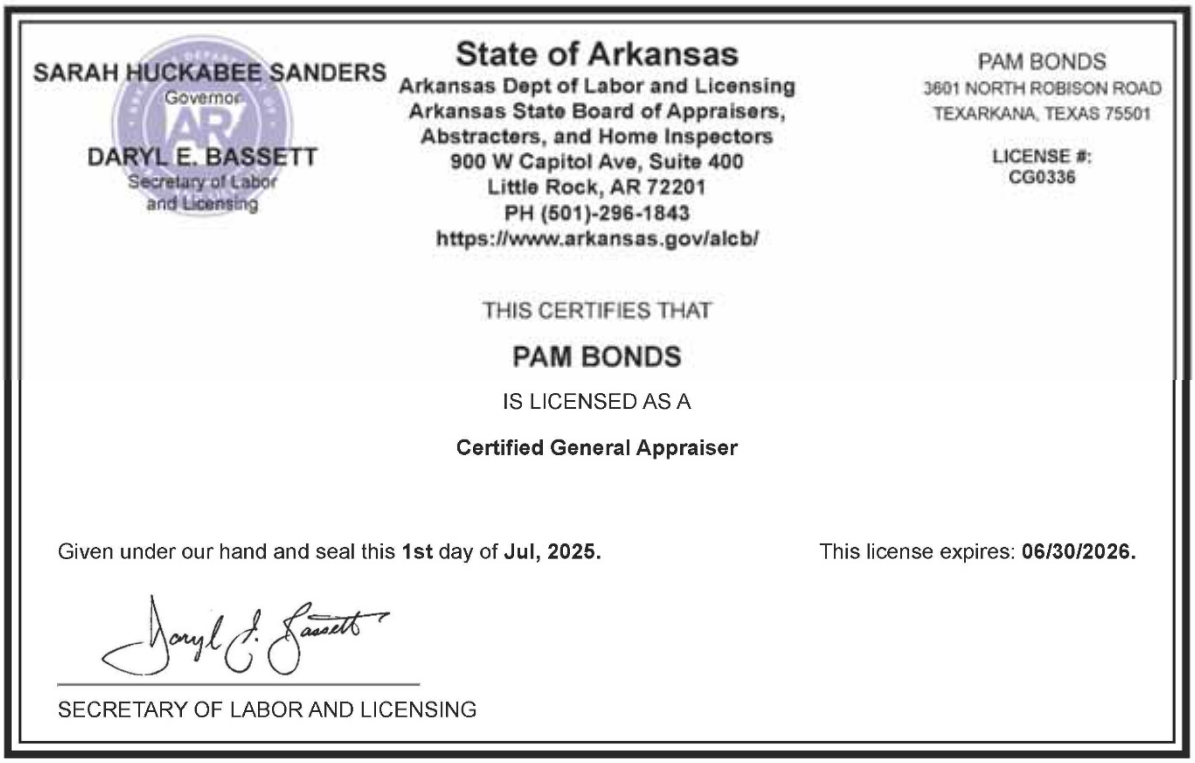
I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Bowie County, Texas.

2023-00007582 ASGM
08/08/2023 02:24:25 PM Total Fees: $42.00

Tina Petty,County Clerk
Bowie County, Texas



ARKANSAS CERTIFICATION



SARAH HUCKABEE SANDERS
Governor

DARYL E. BASSETT
Secretary of Labor and Licensing

State of Arkansas
Arkansas Dept of Labor and Licensing
Arkansas State Board of Appraisers, Abstracters, and Home Inspectors
900 W Capitol Ave, Suite 400
Little Rock, AR 72201
PH (501)-296-1843
https://www.arkansas.gov/alcb/

PAM BONDS
3601 NORTH ROBISON ROAD
TEXARKANA, TEXAS 75501

LICENSE #:
CG0336

THIS CERTIFIES THAT

PAM BONDS

IS LICENSED AS A

Certified General Appraiser

Given under our hand and seal this **1st** day of **Jul, 2025.**

This license expires: **06/30/2026.**

SECRETARY OF LABOR AND LICENSING

TEXAS CERTIFICATION



TALCB
TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: PAMELA RAYE BONDS

License #: 1320451-CG **License Expires: 04/30/2027**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:
Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Executive Director

APPRAISAL REPORT
OF
138 acres, more or less
Located
off University Avenue and off Deerwood Drive
Texarkana, Texas 75503



AS OF
February 25, 2026 {as is – site value}

PREPARED FOR
Mr. Dusty Henslee, P.E., CFM, CPM
Assistant City Manager/Director of Public Works
City of Texarkana, Texas
220 Texas Boulevard
Texarkana, Texas 75501

PREPARED BY
Pam Bonds, MAI, SRA
The Appraisal Group
3601 North Robison Road
Texarkana, Texas 75501
1

C00526

THE APPRAISAL GROUP

Real Estate Appraisals
3601 North Robison Road
Phone (903) 793-3211 Texarkana, TX 75501 Fax (903) 793-3307

March 19, 2026

Mr. Dusty Henslee, P.E., CFM, CPM
Assistant City Manager/Director of Public Works
City of Texarkana, Texas
220 Texas Boulevard
Texarkana, Texas 75501

Re: Appraisal analysis, ***approximately 138 acres, located between Clear Creek and [small creek] and the west edge of Oakwood Subdivision, access via a easement or unopened roadway off University Avenue, and from the end of the current roadway, Deerwood Street,*** in Texarkana, Bowie County, Texas 75503

Dear Mr. Henslee:

Pursuant to your request, I have prepared an appraisal for the above referenced property. The purpose of this appraisal is to estimate the market value of the subject property's fee simple interest for the client's use in the possible negotiations, and/or sale/trade of the property that is the subject of this analysis.

This appraisal is intended for the use of the client and it's assigns only.

This report is prepared under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP). This report is also intended to comply with Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA).

The attached report details the scope of the appraisal, level of reporting, definition of value, valuation methodology, and pertinent data researched and analyzed in the development of this appraisal. I certify that I have no present or contemplated future interest in the property beyond this estimate of value. Your attention is directed to the Limiting Conditions and Assumptions, located in the body of this report. Acceptance of this report constitutes an agreement with these conditions and assumptions.

I have no knowledge of the presence of hazardous materials; however, this is not my field of expertise, and recommendation of the retention of an expert in this field is made. I am unbiased with respect to the parties involved and have no present or contemplated future interest in the property appraised. Accordingly, statements of fact are, to the best of my knowledge, correct,

and compensation for making the appraisal is not contingent on the value conclusions reported herein. I have, in the past, completed appraisal assignments of similar properties, and believe the competency provision to be fulfilled. I have included supporting data, reasoning, etc.

The appraisal problem, as applied to the subject, is to determine the following stages of value:

1) Market Value, "AS IS" on the Appraisal Date - An opinion of the market value of the property in the condition observed upon inspection, and as it physically and legally exists, without hypothetical conditions, assumptions, or qualifications, as of the date the appraisal.

In this analysis, the site is currently vacant, and the estimate of "AS IS" value is the market value of the site, as vacant. Therefore, the *"as is"*, value estimate for the subject property, in fee simple estate, as of the date of the appraisal, February 25, 2026 is:

"AS IS" —— $2,484,000.00 vacant 138 acres

HYPOTHETICAL CONDITIONS AND EXTRAORDINARY ASSUMPTIONS: *This appraisal has been completed under the extraordinary assumptions 1) that no environmental issues impact this property, and 2) that the sizes stated within this analysis are correct, since no survey was provided, 3) that legal access is available from both University Avenue and Deerwood Street, and 4) the special zoning district could be changed from the current District 1 that is specified as the University Campus, to be used for residential development.* **These assumptions may impact the value reported within this appraisal.**

With proper marketing, it is my opinion that the subject property will sell for the above estimated value within one to two years of the appraisal date, under the stated hypothetical conditions and extraordinary assumptions.

Respectfully submitted,
The Appraisal Group



Pam Bonds, MAI, SRA
Real Estate Appraiser, Member #12014
Texas Appraiser Certification#1320451-CG
Expiration Date April 30, 2027
Arkansas Appraiser Certification # CG0336
Expiration date: June 30, 2026

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Letter of Engagement
Bowie County Tax appraisal district printout
Arkansas Appraiser License/Certification
Texas Appraiser License/Certification

Executive Summary

Property Information:

Subject Property:	Approximately 138 acres, access from University
Address:	Avenue and Deerwood Street, Texarkana, Texas
Tax ID:	08140004900
Property Type:	Vacant residential land
Owner of Record:	Texas A & M University

Site Characteristics:

Land Area:	Approximately 138 acres
Zoning Designation:	University Planned Development District

Highest and Best Use:

As if Vacant:	**Multi use/residential**
As Improved:	**Vacant land**

Valuation Information:

Property Interest Appraised:	**Fee Simple**
Effective Date of Appraisal:	February 25, 2026
Date of this Report:	**March 19, 2026**
Exposure time: Marketing Period:	**12-24 months exposure/12-24months marketing**

Market Value Indications:

Cost Approach….....	N/A
Sales Comparison Approach…...	**$2,484,000.00**
Income Approach….....	N/A

Reconciled value estimate……. $2,484,000.00

See Extraordinary Assumptions of this appraisal

Appraisal Specifics

Appraisal Purpose

The purpose of this appraisal is to estimate the market value of the fee simple interest in the subject tract, estimated to contain approximately 138 acres.

Intended Use

The intended use of this appraisal is for use in possible negotiations, and/or sale/trade of the property that is the subject of this analysis.

Intended User(s)

This appraisal is intended for the use of the client and it's assigns only.

Market Value Definition

The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States, and the source is: (12 C.F.R Part 34.42(h); [55 FR 34696, Aug. 24, 1990, as amended at 57 FR 12202, Apr. 9, 1992; 59 FR 29499, June 7, 1994; 79 FR 28400, May 16, 2014; 83 FR 15035, Apr. 9, 2018; 84 FR 53597, Oct. 8, 2019])

"Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(1) Buyer and seller are typically motivated;

(2) Both parties are well informed or well advised, and acting in what they consider their own best interests;

(3) A reasonable time is allowed for exposure in the open market;

(4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

(5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Property Rights Appraised

Fee Simple Estate – This is the applicable property rights – not yet built/leased
The unencumbered fee simple estate, defined in (*The Dictionary of Real Estate Appraisal, Sixth Edition, 2015)* [published by The Appraisal Institute], page 90, as:

"absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat"

No consideration was given to any liens, title defects, or other legal or financial encumbrances that may or may not exist, and the mineral interests, if any, have not been appraised, and have been considered only to the extent that they may affect the value of the fee interest. The property is appraised subject to existing easements for public roads, highways, public utilities, etc.

Leased Fee Interest – not applicable at this property – proposed, not yet leased

The property rights known as the leased fee interest, are defined in (*The Dictionary of Real Estate Appraisal, Sixth Edition, 2015)* [The Appraisal Institute], page 128, as:

"The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires."

The subject of this analysis is vacant land. As such, the leased fee interest is not considered applicable.

Five-Year Sale History

According to the information provided to me, current ownership is in the name of Texas A & M University, and is part of a larger tract, as recorded in Volume 4784, page 037 on December 8, 2005, in the Deed Records of Bowie County, Texas,

No other recorded sales were revealed to me.

Current Listing/Pending Contracts

No current contracts were revealed to me. At the time of the appraisal request, the client stated an interest in the market value estimate for use in possible negotiation/trade for a separate site, but no actual listings or contracts were revealed to me.

Date of the Appraisal and Date of the report

The effective date of the appraisal is the date that I physically inspected the property, February 25, 2026. The date of the report is the date of preparation, March 19, 2026.

Exposure time

The Appraisal Standards Board of the Appraisal Foundation defines exposure time as:

The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.

Based upon an analysis of the sales data, and overall market area, it is my opinion that the appropriate exposure time is twelve to twenty-four months, assuming a reasonable price and competent marketing/management.

Reasonable Marketing Time

Reasonable marketing time is the time that it *might* take to sell a specific property interest during the period immediately after the effective date of the appraisal. This estimate may be based upon statistical information, information gathered through sales verification, discussions with active market participants, and anticipated events/changes in market conditions.

Based upon market data gathered for this report, a reasonable marketing time is expected to be approximately twelve to twenty-four months.

Competency

I have experience in the appraisal of properties similar to the subject, and am deemed qualified by education, training and experience in the preparation of such reports, to comply with the Competency Provisions of USPAP.

Environmental

The subject site is a vacant generally wooded tract, that joins single family residential subdivisions at the north, south and east boundaries, with the western boundary generally along Clear Creek, and the remaining portion of the parent tract adjacent to the campus of Texas A & M University at Texarkana. I have no knowledge of the prior uses, although the overall area appears to have once been a part of a large pastureland/partly wooded agricultural type tract, with prior incremental development into single family residential subdivisions in the surrounding area. More recent development was noted in the immediate area in the construction of structures housing Texas A & M University at Texarkana. Public sewer was noted across this tract, and I have assumed sewer was installed to connect with the university from the residential areas.

I have no knowledge that underground storage tanks have ever occupied this site, nor am I aware of other environmental issues that may impact this area. I am not qualified to detect the presence of environmental hazards and am including this advisory that experts in the environmental field should be contacted for a definitive statement regarding the possibility of problems at these properties. ***For purposes of this analysis, I have assumed that there are no environmental problems at this site and have no reason to believe that any such conditions exist.***

Identification of the Property

The subject of this analysis has been estimated to contain approximately 138 acres out of the original parent tract.

The following legal description is the original parent tract – subject will be approximately 138 acres from this original tract.

Legal Description from original deed of 306.903 acres

EXHIBIT "A"

306.903 ACRE TRACT

Jarret Janes HRS, Abstract No. 302
City of Texarkana, Bowie County, Texas

DESCRIPTION, of a 306.903 acre tract of land situated in the Jarrett Janes HRS., Abstract No. 302 and in the J.W. Fort HRS., Abstract No. 218, Bowie County, Texas; said tract being part of those tracts of land described by that Deed, Conveyance and Assignment to the City of Texarkana, Texas recorded in Volume 250, Page 447 of the Deed Records of Bowie County, Texas; said 306.903 acre tract being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod found at the northwest corner of the terminus of Deerwood Street (a 60-foot wide right-of-way); said point being the southwest corner of Lot 8, Block 2 Oak Forest Subdivision No. 2, an addition to the City of Texarkana according to the plat thereof recorded in Volume A, Page 428 of the Map Records of Bowie County, Texas;

THENCE, South 02 degrees, 23 minutes, 15 seconds East, along the west line of said Block 3, a distance of 1859.96 feet to a point for corner on the north line of Lot 4, Block 7 of said Oak Forest Subdivision
No. 2;

THENCE, South 88 degrees, 01 minutes, 45 seconds West, along the north line of said Block 7, a distance of 1218.55 feet to a 1/2-inch iron found for corner on the east line of Lot 16, Block 1 of North Fork, an addition to the City of Texarkana according to the plat thereof recorded in Volume 3504, Page 250 of the Map Records of Bowie County, Texas; said point being the northwest corner of Lot 10 of said Block 7;

THENCE, North 02 degrees, 59 minutes, 49 seconds West, along the east line of said Block 1, a distance of 551.13 feet to a point for corner; said point being the northern most corner of Lot 13 and the eastern most corner of Lot 12 of said Block 1; from said point a nail found bears North 75 degrees, 15 minutes, West, a distance of 4.2 feet;

THENCE, South 88 degrees, 01 minutes, 48 seconds West, along the north line of said Block 1, passing at a distance of 1746.98 feet a 1/2-inch iron rod with "Texas JHG 1715" cap found, said point being the northwest corner of Lot 5, Block I and the northeast corner of a tract of land described in a Deed to John J. Wittu and Esther Rosalee Wittu recorded in Volume 448, Page 341 of the Deed Records of Bowie County, Texas, continuing along the north line of said tract and the north line of a tract of land described in a deed to John East O'Neal & Martha W. O'Neal recorded in Instrument No. 5306 of the Deed Records of Bowie County, Texas, continuing for a

THENCE, South 88 degrees, 01 minutes, 48 seconds West, along the north line of said Block 1, passing at a distance of 1746.98 feet a 1/2-inch iron rod with "Texas JHG 1715" cap found, said point being the northwest corner of Lot 5, Block I and the northeast corner of a tract of land described in a Deed to John J. Wittu and Esther Rosalee Wittu recorded in Volume 448, Page 341 of the Deed Records of Bowie County, Texas, continuing along the north line of said tract and the north line of a tract of land described in a deed to John East O'Neal & Martha W. O'Neal recorded in Instrument No. 5306 of the Deed Records of Bowie County, Texas, continuing for a total distance of 2378.27 feet to a point for corner; said point being the north line of a tract of land described in a deed to Dr. John East O'Neal and Martha W. O'Neal recorded in Volume 445 Page 502 of the Deed Records of Bowie County, Texas;

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Prepared by Associate General Counsel
New Campus at TAMU T
OGC File No. 2003-000683
EDG-10 28 2005

THENCE, South 88 degrees, 27 minutes, 23 seconds West, along the south line of said City of Texarkana tract, a distance of 1625.77 feet to a 1/2-inch iron pipe found for corner; said point being the northeast corner of Lot 1, Block 1 Wrightridge, an addition to the City of Texarkana according to the plat thereof recorded in Volume A, Page 120 of the Map Records of Bowie County, Texas; said point also being the southern most corner of Lot 2, Block 1, Bringle Lake Subdivision, an addition to the City of Texarkana according to the plat thereof recorded in Volume 4294, Page 289 of the Deed Records of Bowie County, Texas;

THENCE, North 32 degrees, 32 minutes, 10 seconds East, along the southeast line of said Lot 2, Block 1, a distance of 2890.95 feet to a point for corner; said point being the eastern most corner of said Lot 2, Block 1; said point also being an interior corner of said City of Texarkana tract;

THENCE, North 31 degrees, 59 minutes, 38 seconds East, a distance of 464.95 feet to a point for corner;

THENCE, North 87 degrees, 42 minutes, 47 seconds East, a distance of 120.71 feet to a point for corner;

THENCE, North 00 degrees, 58 minutes, 49 seconds West, a distance of 183.27 feet to a point for corner;

THENCE, North 31 degrees, 59 minutes, 38 seconds West, a distance of 292.08 feet to a point for corner;

THENCE, North 34 degrees, 27 minutes, 58 seconds West, a distance of 351.25 feet to a point for corner;

THENCE, South 64 degrees, 45 minutes, 12 seconds West, a distance of 145.70 feet to a point for corner;

THENCE, North 08 degrees, 45 minutes, 44 seconds West, a distance of 397.51 feet to a point for corner;

THENCE, North 25 degrees, 46 minutes, 05 seconds West, a distance of 190.23 feet Co a point for corner;

THENCE, North 29 degrees, 30 minutes, 25 seconds East, a distance of 80.38 feet to a point for corner:

THENCE, North 83 degrees, 22 minutes, 22 seconds East, a distance of 127.30 feet to a point for corner;

THENCE, North 40 degrees, 45 minutes, 32 seconds East, a distance of 189.30 feet to a point for corner;

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Prepared by Associate General Counsel
New Campus at TAMU-T
OGC File No. 2003-000383
EDG-10/28/2005

Official Copy

THENCE, North 40 degrees, 16 minutes, 11 seconds West, a distance of 141.53 feet to a point for corner;

THENCE, South 85 degrees, 53 minutes, 11 seconds West, a distance of 284.47 feet to a point for corner;

THENCE, North 46 degrees, 13 minutes, 08 seconds West, a distance of 535.60 feet to a point for corner;

THENCE, North 24 degrees, 27 minutes, 07 seconds West, a distance of 61.71 feet to a point for corner;

THENCE, North 57 degrees, 58 minutes, 03 seconds West, a distance of 317.97 feet to a point for corner;

THENCE, North 49 degrees, 03 minutes, 27 seconds West, a distance of 102.76 feet to a point for corner;

THENCE, North 26 degrees, 50 minutes, 38 seconds East, a distance of 59.04 feet to a point for corner on a northeasterly line of said City of Texarkana tract and the southwest line of a tract of land described in a deed to Hilda B. Shilling recorded in Volume 3216, Page 136 of the Deed Records of Bowie County, Texas;

THENCE, South 63 degrees, 09 minutes, 22 seconds East, along the northeasterly line of said City of Texarkana tract, a distance of 2100.00 feet to a point for corner; said point being an interior corner of said Shilling tract;

THENCE, South 33 degrees, 41 minutes, 56 seconds West, along the northwest line of said Shilling tract and a southeast line of said City of Texarkana tract, distance of 1006.00 feet to a point for corner at the base of a 7-inch oak tree;

THENCE, South 27 degrees, 28 minutes, 31 seconds East, along a northeast line of said City of Texarkana tract, and along or near a wire fence, a distance of 604.19 feet to a wood fence post for corner; said point being in the south line of said Shilling tract;

THENCE, North 87 degrees, 26 minutes, 43 seconds East, along the south line of said Shilling tract, passing at a distance of 890.65 feet the southwest corner of Lot 30 Block 1 Shilling South Second Addition, an addition to the City of Texarkana according to the plat thereof recorded in Volume 4247, Page 80 of the Map Records of Bowie County, Texas, continuing along the south line, passing at a distance of 1940.65 feet the southeast corner of said Block 1 and the southwest corner of Block 1, Shilling South, an addition to the City of Texarkana according to the plat thereof recorded in Volume 3589, Page 103 of the Map Records of Bowie County, Texas, continuing along the south line of said Block 1, Shilling South for a total distance of 2739.35 feet to a point for corner on the south line of Lot 14, Block 1 Shilling South; said point being the northwest corner of Lot 2, Block 2 of said Oak Forest Subdivision No. 2; from said point a 2-inch iron pipe found bears South 03 degrees, 53 minutes, West, a distance of 1 .5 feet;

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Prepared by Associate General Counsel
Texas A&M University System
New Campus at TAMU - 1
OGC File No. 2003-0106.103
EDG-10/28/2005

THENCE, South 02 degrees, 23 minutes, 15 seconds East, along the west line of said Block 2, a distance of 1416.64 feet to the POINT OF BEGINNING;

CONTAINING, 13,368,705 square feet or 306.903 acres of land, more or less.

Appraisal Scope

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to determine the appropriate scope of work. USPAP defines the scope of work as:

"The amount and type of information researched and the analysis applied in an assignment." Scope of work includes, but is not limited to, the following:

- the degree to which the property is inspected or identified;
- the extent of research into physical or economic factors that could affect the property;
- the extent of data research; and
- the type and extent of analysis applied to arrive at opinions or conclusions.

SCOPE OF WORK	
Property Identification and Inspection:	The subject has been identified and inspected by the appraiser(s) as follows: I inspected the site and have included photographs taken on the date of the inspection.
Analysis of Physical Factors:	All pertinent physical factors were analyzed.
Analysis of Economic Factors:	All pertinent economic factors were analyzed.
The Extent of Data Research:	The appraiser(s) maintain a current and comprehensive database of commercial, multi-family and multi-use land sales and listings for the Texarkana market area. In addition to market data developed in the course of previous appraisal work and retained in the appraiser(s) work files, other sources of information include: • MLS Records • Bowie County Deed Records • Local brokers, agents, buyers and sellers Where warranted, market data has been confirmed by a party to the transaction, or other reliable source.

The Type and Extent of Analysis:

Cost Approach: The cost is not considered applicable in the analysis of vacant multi-family/commercial / multi-purpose land and has not been developed.

Sales Comparison Approach: This approach is applicable, necessary and has been fully developed via comparison with sales of similar vacant tracts in the area.

Income Approach: This approach is not considered applicable in the development of an analysis of vacant commercial / multi-purpose land, since no similar tracts are leased and purchased in the Texarkana market that would provide income and expense information for the development of an income approach to value. The income approach has not been developed in this appraisal.

HYPOTHETICAL CONDITIONS AND EXTRAORDINARY ASSUMPTIONS: *This appraisal has been completed under the extraordinary assumptions 1) that no environmental issues impact this property, and 2) that the sizes stated within this analysis are correct, since no survey was provided, 3) that legal access is available from both University Avenue and Deerwood Street, and 4) the special zoning district could be changed from the current District 1 that is specified as the University Campus, to be used for residential development.* **These assumptions may impact the value reported within this appraisal.**

Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

1. This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise state in this report.

3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.

4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.

5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

6. All engineering is assumed to be correct. Any plot plans and illustrative materials in this report are included only to assist the reader in visualizing the property.

7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

8. It is assumed that there is full compliance with all applicable federal, state, and local laws, ordinances, regulations, building standards, use restrictions and zoning unless the lack of compliance is stated in the appraisal report. Determining and reporting on such compliance were not part of the scope of work for this assignment.

9. It is assumed that all water, sewer facilities and utilities (whether existing or proposed) are or will be in good working order, are safe for use, and are or will be sufficient to serve the current or proposed uses of the subject property or any structures or other improvements. Determining and reporting on such matters were not part of the scope of work for this assignment.

Limiting Conditions and Assumptions - continued

10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purpose only. No guarantee as to accuracy is expressed or implied.

12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

13. Unless otherwise stated in this report, the past or current existence of hazardous materials or environmental contamination on, below or near the subject property was not observed or known by the appraiser. The appraiser, however, is NOT qualified to detect such substances or to make determinations about their presence. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials or environmental contamination may affect the value of the property. Unless otherwise stated, the value estimated is predicated on the assumption that there is no such material on, below, or affecting the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering assistance required to discover them. The intended user is urged to retain an expert in this field, if desired.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.

16. The distribution, if any, of the total valuation in this report between land improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

Limiting Conditions and Assumptions - continued

17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only the proper written qualifications and only in its entirety.

18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, new sales, or other media without prior written consent and approval of the appraiser.

19. **HYPOTHETICAL CONDITIONS AND EXTRAORDINARY ASSUMPTIONS:** *This appraisal has been completed under the extraordinary assumptions 1) that no environmental issues impact this property, and 2) that the sizes stated within this analysis are correct, since no survey was provided, 3) that legal access is available from both University Avenue and Deerwood Street, and 4) the special zoning district could be changed from the current District 1 that is specified as the University Campus, to be used for residential development.* **These assumptions may impact the value reported within this appraisal.**

Area Analysis 2026

Texarkana Metropolitan Area

Analysis of a local economy often focuses on trends in population, employment and income; hence, the conditions and prospects of a local economy are relevant for most appraisal assignments. The value of real estate in a community or region is affected by the strength of demand for its use. The economic condition of the community is a fundamental determination of the value of residential real estate in the market and of the value of office buildings, industrial buildings, retail properties and other types of real estate that serve the resident population.



The Texarkana, TX-Texarkana, AR Metropolitan Statistical Area (MSA), as defined by the United States Office of Management and Budget, was originally a two-county region anchored by the twin cities of Texarkana, Texas and Texarkana, Arkansas, and encompassing the surrounding communities in Bowie County, Texas and Miller County, Arkansas, and was expanded to include Little River County, Arkansas ; however, Little River County, Arkansas was later removed from the MSA. The Texarkana, TX-AR Metro Area has a combined population of 145,907 (2023 Census Estimate). The Texarkana Post Office is at the junction of State Line (33°26' 14"N, 94° 4' 3"W). The city is located at the junction of Interstate 30 and US Highways 59, 67, 71, and 82 in extreme Northeast Texas or extreme Southwest Arkansas, along the Texas-Arkansas border. It was rumored to have been named for its location on the state line between Bowie County, Texas and Miller County, Arkansas, just a short distance from the Louisiana border, although, there is some debate about the actual origins of the name, which was in use before the naming of the city. A more detailed history can be found at The Handbook of Texas Online. Annual Average Temperature 64.9 degrees, (January 44.4 degrees; July 82.8 degrees). Annual Average Rainfall 45.3 inches. Annual Average Snowfall 1.6 inches. Prevailing Wind Direction is Southwest. Elevation is 390 feet. Humidity (noon average) is 71%.

Regional Analysis – Continued

The topography is generally forest with hills, and includes clay, sandy and alluvial soils. The Red River travels along the northern boundaries of Miller and Bowie Counties, and the southern boundary of Little River County, in an east and west direction. There are 5 rivers and more than 100 lakes within a 50-mile radius. Millwood Lake is 22± miles north, and Lake Wright Patman is located 10± miles Southwest. Both provide water for the city.

CITY LIMITS	SQUARE MILES
Texarkana, Arkansas	**41.98 mi**
Texarkana, Texas	**31.37**
COUNTIES	
Miller County, Arkansas	**624.04**
Bowie County, Texas	**884.93**
Little River, Ar	**531.26**

Source: US Census Bureau

History
Texarkana was founded in 1873 on the junction of two railroads. The name is portmanteau of TEXas, ARKansas, and nearby LouisANA. The Texarkana metropolitan area was first defined in 1960. Then known as the Texarkana, TX-Texarkana, AR Standard Metropolitan Statistical Area, it consisted of Bowie County, Texas and Miller County, Arkansas. State Line Avenue follows the Texas-Arkansas state line throughout much of Texarkana. The two "sides" of Texarkana are separated only from a political standpoint. Thousands of locals actually live in one state and work in the other.

Government
Texarkana, Arkansas City Government, has a Mayor/Board type government, and Miller County has a County Judge & Quorum Court. Texarkana, Texas City Government has a Mayor/Council type government and Bowie County has a County Judge & Commissioners Court.

Transportation
Highway projects to expand area highways and relieve strain on the Richmond Rd. and Summerhill Rd. exits, including continuous access roads, expanded bridges, and I-30/US 59 interchange have been completed. I-49 was extended from Shreveport to Texarkana, with a future extension planned to Kansas City in the US 71 corridor. I-30 is being widened to 6 lanes (3 each way) between Texarkana (State Line and ¼ mile west of Kings Highway) by Tex Dot.

Regional Analysis – Continued

TRANSPORTATION
RAILROADS
Union Pacific, Kansas City Southern and Amtrak
More than 90 freight trains travel through Texarkana daily
Amtrak service daily
HIGHWAYS
Interstates; I-30, I-40 complete to Louisiana nd Proposed I-69
U. S. Highways: 59, 67, 71 and 82
Texas State Highway: 93
Arkansas State Highways: 296, 237, 245 and 196
MOTOR FREIGHT
Over 39 Freight Terminals
Over 1 Million tons of finished products shipped out annually
Thousands of pounds of raw and consumer goods shipped in daily
BUS SERVICE
Greyhound Lines; Provides 38 connections daily
Several local charter services available
AUTOMOBILE RENTAL
7 local rental companies
Over 325 rental vehicles located in Texarkana
AIR
Texarkana Regional Airport, runway 6600 feet
American Eagle and Continental Connection
4 daily round trip flights to Dallas/Ft. Worth International Airport
4 non stop flights to Houston Intercontinental George Bush
AIRPORT
Fixed Base Operator: TAC Air
Cargo Airlines; FedEx, United Parcel Service, Purolator
Courier, Air Borne Express and Texarkana Air Freight
WATER
One day service via railway to the Port of Shreveport

LOCATION & LENGTH OF TIME GOODS INTRANSIT FROM TEXARKANA MSA				
CITY	**MILES**	**DAYS BY RAILCAR**	**DAYS BY TRUCK**	**DAY BY LTL**
ATLANTA	629	3	2	3
CHICAGO	771	2	2	3
DALLAS	178	1	1	1
HOUSTON	287	3	1	2
KANSAS CITY	463	2	2	3
LOS ANGELES	1,548	3	3	5
NEW ORLEANS	390	3	1	2
NEW YORK CITY	1,363	4	3	5
ST. LOUIS	486	2	1	2

Data from Texarkana Chamber of Commerce

- **Texarkana Regional Airport Expansion Completed in June of 2024**
  he Jim E. Yates Terminal at Texarkana Regional Airport (TXK) in Texarkana, Arkansas opened in June 2024. The terminal expansion was part of a larger project that also included a runway extension and hangar construction.

Public Utilities Providers for Texarkana

Windstream Communication, Summit Utilities [previously CenterPoint Energy Arkla], Southwest Arkansas Electric Cooperative, AEP Southwestern Electric Power Company, Sparklight/previously CableOne, Texarkana Water Utilities, Bowie-Cass Electric Co-Op.

Regional Analysis – Continued

Population

The Texarkana metropolitan area has not experienced any major growth in population over the previous thirty years.

2010-2024 estimates from US Census Bureau

Population	Bowie County, Texas	Miller County, Arkansas	Little River County, Arkansas	Texarkana city, Texas	Texarkana city, Arkansas
Population estimates, July 1, 2024, (V2024)	NA	NA	NA	NA	NA
PEOPLE					
Population					
Population estimates, July 1, 2024, (V2024)	NA	NA	NA	NA	NA
Population estimates, July 1, 2023, (V2023)	91,687	42,415	11,805	35,741	29,223
Population estimates base, April 1, 2020, (V2024)	NA	NA	NA	NA	NA
Population estimates base, April 1, 2020, (V2023)	92,899	42,599	12,026	36,236	29,387
Population, percent change - April 1, 2020 (estimates base) to July 1, 2024, (V2024)	NA	NA	NA	NA	NA
Population, percent change - April 1, 2020 (estimates base) to July 1, 2023, (V2023)	-1.3%	-0.4%	-1.8%	-1.4%	-0.6%
Population, Census, April 1, 2020	92,893	42,600	12,026	36,193	29,387
Population, Census, April 1, 2010	92,565	43,462	13,171	36,411	29,919
Housing					
Housing Units, July 1, 2023, (V2023)	40,170	19,869	6,082	X	X
Owner-occupied housing unit rate, 2019-2023	62.7%	65.3%	80.0%	51.0%	56.5%
Median value of owner-occupied housing units, 2019-2023	$161,300	$148,200	$113,400	$159,700	$162,700
Median selected monthly owner costs - with a mortgage, 2019-2023	$1,469	$1,258	$1,086	$1,587	$1,244
Median selected monthly owner costs -without a mortage, 2019-2023	$519	$406	$382	$491	$425
Median gross rent, 2019-2023	$966	$882	$812	$990	$893
Building Permits, 2023	207	36	4	X	X
Economy					
In civilian labor force, total, percent of population age 16 years+, 2019-2023	54.6%	52.6%	57.8%	54.6%	54.9%
In civilian labor force, female, percent of population age 16 years+, 2019-2023	55.5%	49.4%	51.2%	53.9%	52.8%
Total accommodation and food services sales, 2017 ($1,000) (c)	227,732	D	D	180,375	56,748
Total health care and social assistance receipts/revenue, 2017 ($1,000) (c)	974,751	77,032	23,547	943,496	D
Total transportation and warehousing receipts/revenue, 2017 ($1,000) (c)	118,222	259,670	21,794	32,955	D
Total retail sales, 2017 ($1,000) (c)	1,779,261	378,761	129,535	1,327,813	365,956
Total retail sales per capita, 2017 (c)	$19,004	$8,644	$10,458	$36,058	$12,157

Regional Analysis – Continued

Demographics Texarkana MSA Population

TEXARKANA, ARKANSAS-TEXAS MSA			
Date	Population	% Change	Total CHANGE
1970	113,488		
1980	127,019	11.92%	13,531
1990	134,098	5.28%	7,079
2000	143,377	6.92%	9,279
2010	149,198	3.90%	5,821
2020	147,333	-1.25%	-1,865
2021	147,174	0.00%	-159
2024	145,000	-1.58%	-2,333
Texas A & M Data			

Source: U.S. Census Bureau Texas A & M Real Estate Center

The most recent estimate of population for the Texarkana MSA is 145,907 (2023 Census Estimate), indicating a decrease of approximately 0.86%, and a total change of -1,267.

ECONOMIC NEWS ARTICLES:

Wadley Regional Medical Center's sale to CHRISTUS Health finalized

November 1, 2024 by **James Bright** Texarkana Gazette

Wadley Regional Medical Center was purchased by CHRISTUS Ark-La-Tex on Sept. 24, 2024, following the bankruptcy filing by Wadley parent company Steward Health Care.

The deal comes after 10 months of uncertainty regarding Wadley's future due to the financial instability of its former parent company, Steward Health Care. The sale did not involve the new property, which construction stopped briefly on in early 2024. Currently, the new hospital is owned by Medical Properties Trust.

"We are eager to complete construction of the new Texarkana facility and work with one of several interested parties to ensure that the local community has access to high quality general acute care services," he said. The project was initially projected for completion in 2024 and later rescheduled for 2025. There is no current estimated completion date.

Steward broke ground on the new hospital in September 2021. The $227 million project was the largest commercial development in the city's history.

Christus has since taken over and is operating the former Wadley Hospital as Wadley Regional Medical Center – Christus Health.

Regional Analysis – Continued

MPT spokesperson says construction on what would have been Wadley's new facility will continue

By James Bright| October 1, 2024 at 12:40 p.m.

"TEXARKANA, Texas -- Construction on what would have been the new Wadley Regional Medical Center campus will continue, according to its current owners. Head of strategy and investor relations for Medical Properties Trust (MPT) Drew Babin said the organization is committed to completing the project that started early last year." read more at the ***Texarkana Gazette*** (texarkanagazette.com)

Governor Abbott Announces New Braven Environmental Facility In Texarkana

February 13, 2025 | Austin, Texas | Press Release

NOTE: Updated on February 14, 2025.

Governor Greg Abbott today announced the third project under the new Texas Jobs, Energy, Technology, and Innovation (JETI) program is Braven Environmental, LLC ("Braven Environmental"). A waste-to-value company focused on waste plastics recycling solutions, Braven Environmental will open a state-of-the-art advanced recycling facility in Texarkana. The project will create more than $145 million in capital investment.

"Texas is where today's products are made using tomorrow's technologies," said Governor Abbott. "With a $145 million investment in a state-of-the-art advanced recycling facility in Texarkana, Braven Environmental is making a significant investment in the future of Bowie County and our great state. As we compete both nationally and globally in industry sectors critical for continued growth, economic incentive tools such as the JETI program help us attract new business investments and good-paying jobs to ensure communities across the state can thrive. Working together, we will build a stronger and more prosperous Texas than ever before."

"Braven Environmental's decision to invest in Texas highlights our reputation as the leader in innovation and economic opportunity," said Senator Bryan Hughes. "This project will strengthen our economy with high-paying jobs and it will advance cutting-edge technology. I look forward to the positive impact this will have on Texarkana and our entire region."

Regional Analysis – Continued

TEXAMERICA'S CENTER STATEMENT NOVEMBER-DECEMBER 2025

TexAmericasCenter.com | 903-223-9841

TEXAMERICAS CENTER

TexAmericas Center (TAC) is a premier industrial park in the Texarkana region, offering a strategic location and robust infrastructure tailored to meet the needs of defense sector companies. The region has experience with tactical systems, defense logistics, and cyber security. A broader manufacturing base (machining, plastics, rubber, composites) is present. For example, manufacturing jobs account for approximately 18.6% of the workforce.

The U.S. Army facility, Red River Army Depot (RRAD), collaborates with various companies at TAC to support defense operations, including partnerships with Original Equipment Manufacturers like Lockheed Martin

RRAD's Expanding Role in Tomorrow's Army: Drone Manufacturing and Testing.

In July 2025, Defense Secretary Pete Hegseth issued a memo on "Unleashing U.S. Military Drone Dominance," which called for approving "hundreds" of American products for purchase by the DOD and arming combat units with a variety of "low-cost drones made by America's world-leading engineers and AI experts," among other steps. The Army is forging ahead to try to meet those ambitious goals targeting expansion of mission within its Organic Industrial Base. Its Organic Industrial Base is really the backbone of manufacturing capacity of the Army as it is composed of the production and remanufacturing facilities spread across the force. The Red River Army Depot (RRAD) is set to become a pivotal center for the U.S. Army's drone production and innovation efforts. Under the proposed SkyFoundry Act of 2025, RRAD will host a government-owned, government-operated facility dedicated to producing propellers, assembly and testing small Unmanned Aircraft Systems (sUAS) for defense applications. This initiative aims to produce up to 10,000 composite-based drones per month, enhancing the Army's capabilities in reconnaissance, surveillance, and tactical operations. Army's initial effort to produce 10,000 drones a month should not require MILCON oversight.

Regional Analysis – Continued

Economic Factors

Although the economy is generally agricultural, Texarkana also provides many jobs in manufacturing and distribution industries. The excellent natural resources of water, materials, and people lend support to continuous growth.

Texarkana is the regional medical center for a population of more than 400,000 within a 60-mile radius. Healthcare facilities include:

HEALTHCARE IN TEXARKANA	BEDS
Wadley Regional Medical Center	370
CHRISTUS St. Michael Health System	324
Encompass Health Rehabilitation	60
Post-Acute Medical Specialty Hospital	30
Hospice of Texarkana Care Center	17
Texarkana Emergency Center & Hospital	4
Signature Care Emergency Center	3

Additionally, Texarkana has 10 nursing homes and 9 assisted living facilities

Regional Analysis – Continued

The economy has a strong agricultural base, as well as diversified manufacturing, distribution and service industries.

Employment Data July 2025 – December 2025

U.S. BUREAU OF LABOR STATISTICS

Bureau of Labor Statistics > Data Tools > Customized Tables > Areas at a Glance

Economy at a Glance

Southwest Office

Texarkana, TX-Texarkana, AR

Texarkana, TX-AR

Data Series	Back Data	July 2025	Aug 2025	Sept 2025	Oct 2025	Nov 2025	Dec 2025
Labor Force Data							
Civilian Labor Force(1)		63.3	63.5	63.6	(2) -	63.6	(p) 63.2
Employment(1)		60.5	60.5	60.7	(2) -	60.8	(p) 60.6
Unemployment(1)		2.8	3.0	2.9	(2) -	2.8	(p) 2.6
Unemployment Rate(3)		4.5	4.7	4.5	(2) -	4.4	(p) 4.2
Nonfarm Wage and Salary Employment							
Total Nonfarm(4)		61.0	61.3	61.4	61.6	61.9	(p) 61.7
12-month % change		1.0	1.8	1.7	1.1	1.0	(p) 0.7
Mining, Logging, and Construction(4)		3.0	3.0	2.9	2.9	2.9	(p) 2.9
12-month % change		-3.2	-3.2	-3.3	-3.3	-3.3	(p) 0.0
Manufacturing(4)		6.0	5.9	5.9	5.9	5.9	(p) 5.9
12-month % change		3.4	1.7	1.7	1.7	1.7	(p) 1.7
Trade, Transportation, and Utilities(4)		13.7	13.8	13.8	13.9	14.2	(p) 14.2
12-month % change		2.2	3.8	4.5	3.0	2.9	(p) 2.9
Information(4)		0.4	0.4	0.4	0.4	0.4	(p) 0.4
12-month % change		0.0	0.0	0.0	0.0	0.0	(p) 0.0
Financial Activities(4)		2.6	2.6	2.5	2.6	2.6	(p) 2.6
12-month % change		4.0	4.0	0.0	4.0	4.0	(p) 0.0
Professional and Business Services(4)		4.8	4.8	4.8	4.9	4.9	(p) 4.8
12-month % change		0.0	0.0	0.0	0.0	0.0	(p) -2.0
Education and Health Services(4)		9.8	9.9	9.9	9.9	9.9	(p) 9.9
12-month % change		3.2	4.2	4.2	3.1	3.1	(p) 3.1
Leisure and Hospitality(4)		6.9	6.9	6.8	6.7	6.7	(p) 6.7
12-month % change		0.0	0.0	0.0	0.0	0.0	(p) 0.0
Other Services(4)		2.1	2.1	2.1	2.1	2.1	(p) 2.1
12-month % change		-4.5	-4.5	-4.5	0.0	0.0	(p) 0.0
Government(4)		11.7	11.9	12.3	12.3	12.3	(p) 12.2
12-month % change		-0.8	1.7	0.8	-0.8	-1.6	(p) -2.4

Footnotes
(1) Number of persons, in thousands, not seasonally adjusted.
(2) Data unavailable due to the 2025 lapse in appropriations.
(3) In percent, not seasonally adjusted.
(4) Number of jobs, in thousands, not seasonally adjusted. See About the data.
(p) Preliminary

Data extracted on: February 13, 2026

Source: U.S. Bureau of Labor Statistics
Note: More data series, including additional geographic areas, are available through the "Databases & Tables" tab at the top of this page.

Regional Analysis – Continued

TEXARKANA SCHOOLS

TEXARKANA, TEXAS PUBLIC SCHOOLS

NAME	GRADES	STUDENTS	P/T RATIO
Liberty Eylau HIGH	09 thru 12	536	8:1
TEXAS HIGH	09 thru 12	1,750	12:1
Pleasant Grove High	09 thru 12	796	12:1
Options Alternative	09 thru 12	69	8:1
Liberty Eylau Middle	05 thru 09	580	14:1
Texas Middle	06 thru 08	1420	13:1
Pleasant Grove Middle	06 thru 08	501	14:1
Redlick Middle	05 thru 08	221	13:1
Wake Village Elementary	PK thru 05	539	12:1
Liberty Eylau C K Bender	02 thru 04	575	16:1
Theron Jones Early Literacy	PK thru 02	329	13:1
Westlawn Elementary	PK thru 05	317	12:1
Paul Dunbar Early Learning	PK thru PK	304	11:1
Leary Elementary	PK thru 08	93	9:1
Nash Elementary	PK thru 05	667	14:1
Margaret Fish Davis Elementary	PK thru 02	499	14:1
Pleasant Grove Intermediate	03 thru 05	523	12:1
Martha & Josh Morris Math	KG thru 05	351	15:1
Spring Lake Park Elementary	PK thru 05	346	13:1
Highland Park Elementary	PK thru 05	364	12:1
Redlick Elementary	KG thru 05	306	13:1
Waggoner Creek Elementary	KG thru 05	336	12:1
Paul Lawrence	PK	800	9:1
Parks	Kthru 05	800	9:1
Liberty Eylau Pre K	PK - PK	323	14:1
Premier HS of Texarkana	09 thru 12	142	28:1
Digital Academy of Texas	05 thru 12	227	60:1
PRIVATE SCHOOLS			
TRINITY CHRISTIAN	K thru 12	242	10:1
BETHEL SDA SCHOOL	K thru 10	12	5:1
St. James Day School	PK thru 08	155	10:1
First Baptist Church	PK thru K	90	10:1
Liberty Eylau Christian	PK thru 3	71	10:1

TEXARKANA, ARKANSAS PUBLIC SCHOOLS

NAME	GRADES	STUDENTS	P/T RATIO
Arkansas High	09 thru 12	1060	10:1
College Hill Middle	6th	335	10:1
North Heights Community	K thru 05	241	13:1
College Hill Elementary	PK thru 04	345	11:1
Edward D. Trice Elementary	K thru 05	512	14:1
Fairview Elementary	K thru 05	233	13:1
Vera Kilpatrick Elementary	K thru 05	355	11:1
Genoa Elementary	K thru 03	37	15:1
Gary Cobb Middle School	4 thru 06	257	15:1
Genoa High School	09 thru 12	289	9:1
Washington Academy	08 thru 12	126	6:1

Regional Analysis – Continued

Texarkana Higher Education:

HIGHER EDUCATION 2026		
Texarkana College		
Enrollment		3,882
TUITION	In State	$3,916
	Out of State	$5,332
Noted as highest 3 yr completion rate amoung Texas Community Colleges 2019-2020		
Texas A & M University at Texarkana		
Enrollment		4,000
Undergraduate degree programs		30
Graduate degree programs		18
TUITION	In State	$7,930
	Out of State	$20,947
University of Arkansas Hope-Texarkana		
Enrollment		1,400
Programs Available		55
TUITION	In State	$3,880
*in state tuition includes Texas Counties of Bowie, Cass, Red River, Marion, Morris & Titus		
	Out of State	$4,960

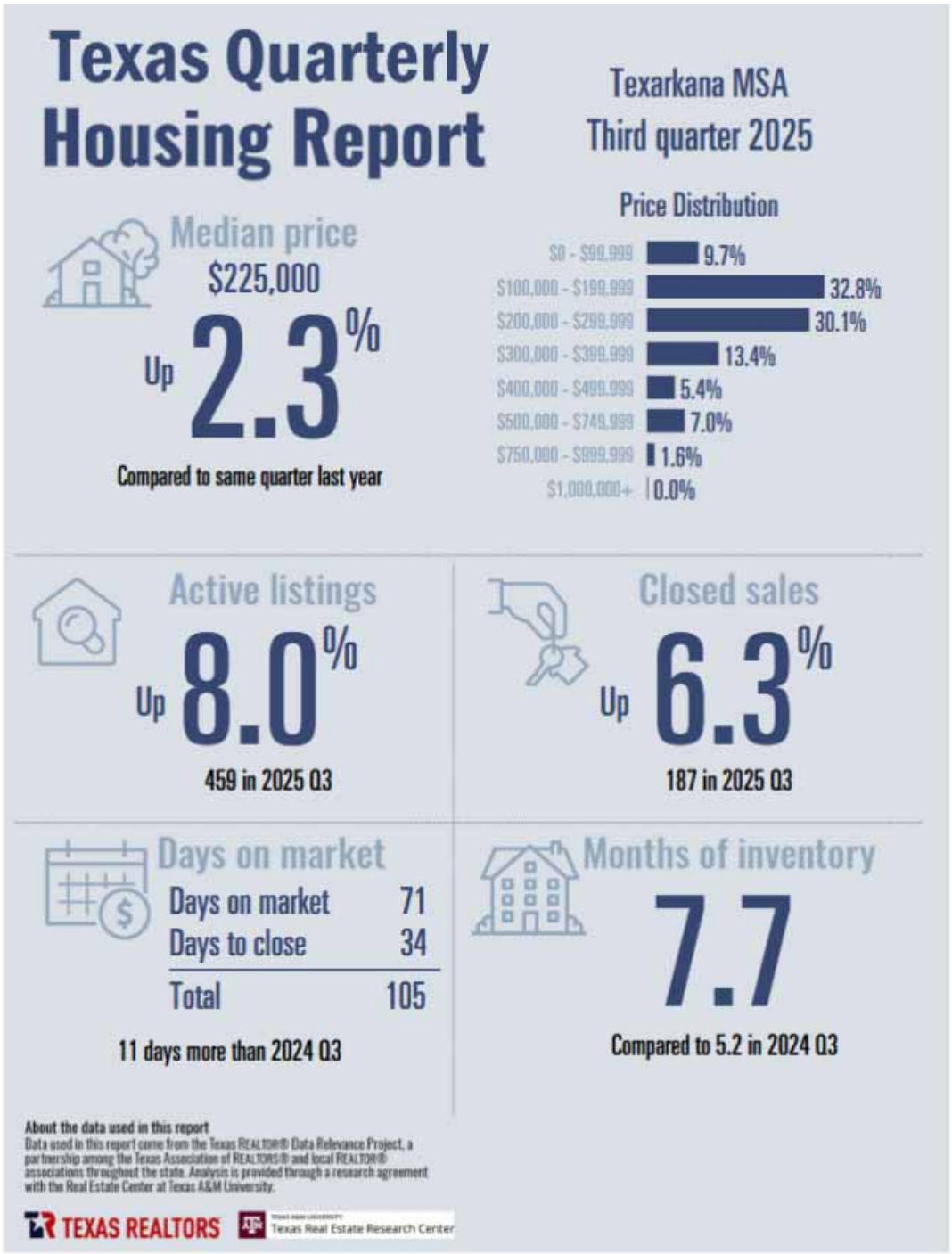
UNIVERSITY OF ARKANSAS FOR MEDICAL

In 1993, the University of Arkansas for Medical Sciences established a Family Medicine Residency Program in Texarkana. This UAMS Regional campus accepts eight new residents into its three-year program each summer.

Major Employers in the Texarkana Regional Area

Business	Number of Employees	Industry
Christus St. Michael Health System	2200	Hospital/Healthcare
Red River Army Depot	2103	Manufacturer
Cooper Tire & Rubber Company	1820	Manufacturer
Texarkana Texas ISD	1350	Education
Graphic Packaging	814	Manufacturer (Paper)
Wal-Mart/Sam's	802	Grocery/Retail
Wadley Regional Medical Center	622	Hospital/Healthcare
Ledwell	611	Manufacturer
Texarkana Arkansas ISD	603	Education
Domtar	572	Manufacturer (Paper)
Defense Logistics Agency	538	Distribution/Defense
City of Texarkana,Texas	531	Local Government
Texarkana Alumuninum	420	Manufacturer
Mayo Manufacturing	220	Manufacturer

Regional Analysis – Continued



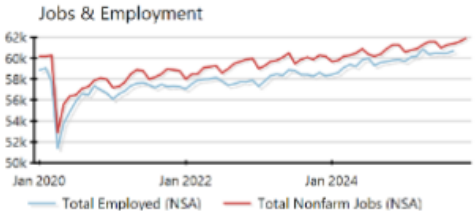
Regional Analysis – Continued

TEXAS A&M UNIVERSITY
Texas Real Estate Research Center

Housing Report for Texarkana

Spotlight on December 2025

Economic News

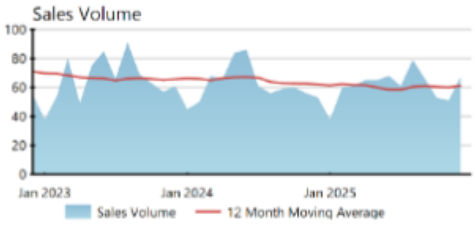


Housing Update

Sales volume for single-unit residential housing increased 26.42% YoY from 53 to 67 transactions. Year-to-date sales reached a total of 734 closed listings. Dollar volume rose from $10.33 million to $15.68 million.

The average sales price rose 20.08% YoY from $194,842 to $233,961, while the average price per square foot subsequently rose from $111.36 to $119.51. Median price rose 27.07% YoY from $168,500 to $214,115, while the median price per square foot also rose from $107.59 to $118.04.

Months inventory for single-unit residential housing rose from 5.3 to 6.6 months supply, and days to sell declined from 128 to 119.



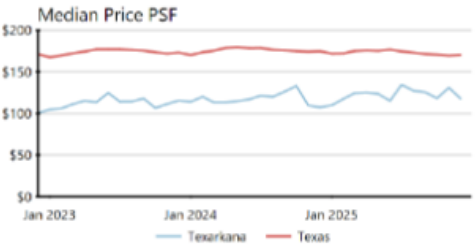


Table 1: Month Activity	2025				2024	
	December	YoY %	YTD	YoY %	December	YoY %
Sales	67	26.42%	734	-1.61%	53	-13.11%
Dollar Volume	$15,675,356	51.80%	$181,618,022	6.14%	$10,326,636	-33.25%
Median Close Price	$214,115	27.07%	$215,000	7.50%	$168,500	-6.39%
New Listings	57	16.33%	1,187	10.52%	49	-30.00%
Active Listings	403	22.87%	381	26.16%	328	29.64%
Months Inventory	6.6	24.88%	6.6	24.88%	5.3	36.94%
Days to Sell*	119	-7.03%	114	7.55%	128	47.13%
Average Price PSF	$119.51	7.32%	$124.27	7.18%	$111.36	-6.36%
Median Price PSF	$118.04	9.71%	$123.15	4.75%	$107.59	-6.97%
Median Square Feet	1,920	18.23%	1,844	4.30%	1,624	-4.47%
Close to Original List Price	90.50%	0.94%	92.83%	1.42%	89.66%	-3.93%

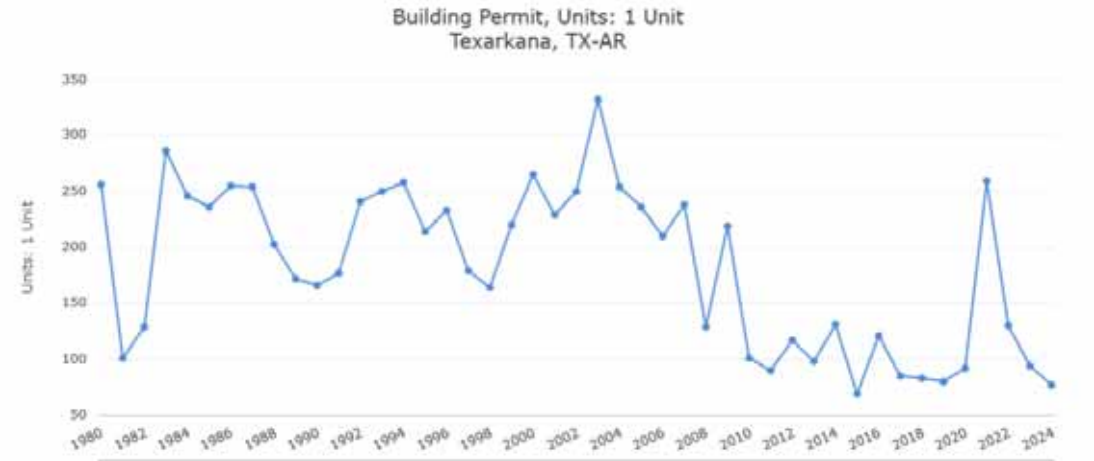
* Days to Sell = Days on Market + Days to Close

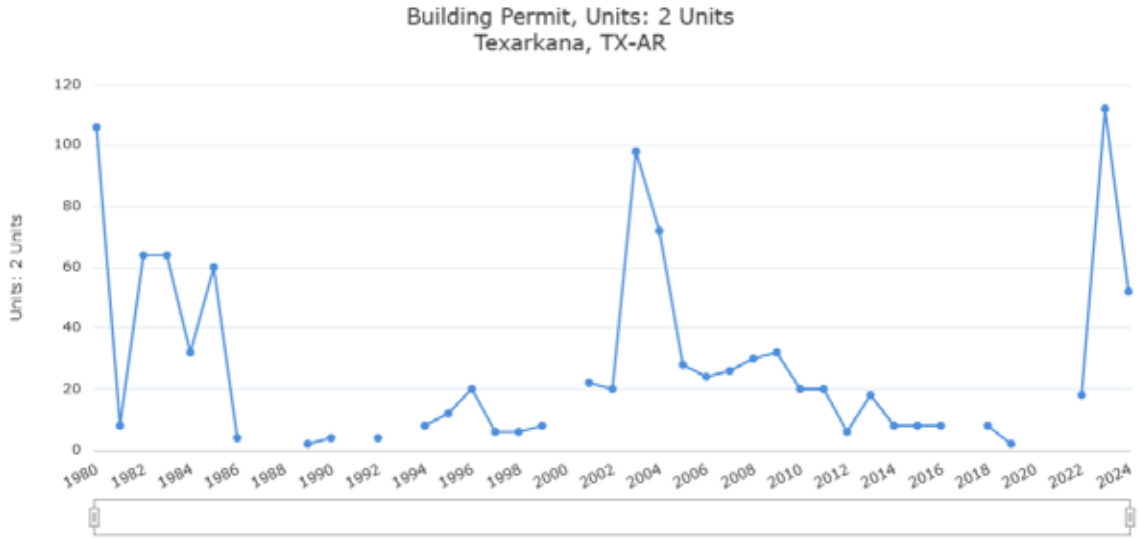
About the data used in this report

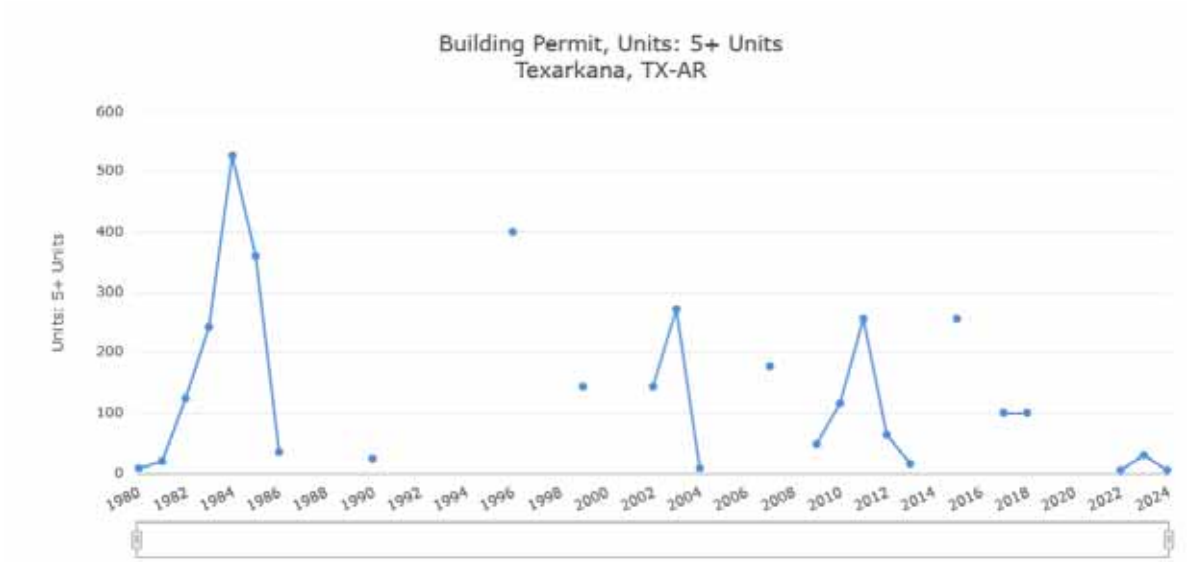
Data used in this report come from the Texas REALTOR® Data Relevance Project, a partnership between Texas REALTORS® and local REALTOR® associations throughout the state. Analysis is provided through a research agreement with the Texas Real Estate Research Center at Texas A&M University.

TEXAS REALTORS

Regional Analysis – Continued







Regional Analysis – Continued

TEXARKANA, TEXAS APARTMENT DATA

Texas Association of Realtors data
The average rent for apartments in the Texarkana full metro area is $726 per month, with a 4.4% typical vacancy. No new construction was reported in apartments in third quarter 2024



Hotel information from Source Strategies 2024 year end, annual
Metro Texarkana includes New Boston, Texas for Major Hotels
City Texarkana, Texas includes 1,355 total rooms, with 1554 total rooms at the Metro area

TEXAS HOTEL PERFORMANCE FACTBOOK – 2024 Annual (12 months ending 12/31/2023 vs 12 months ending 12/31/2024) 159
Sorted by Metropolitan Statistical Area (MSA), by City and by Zip Code, then by highest REVPAR in latest period.

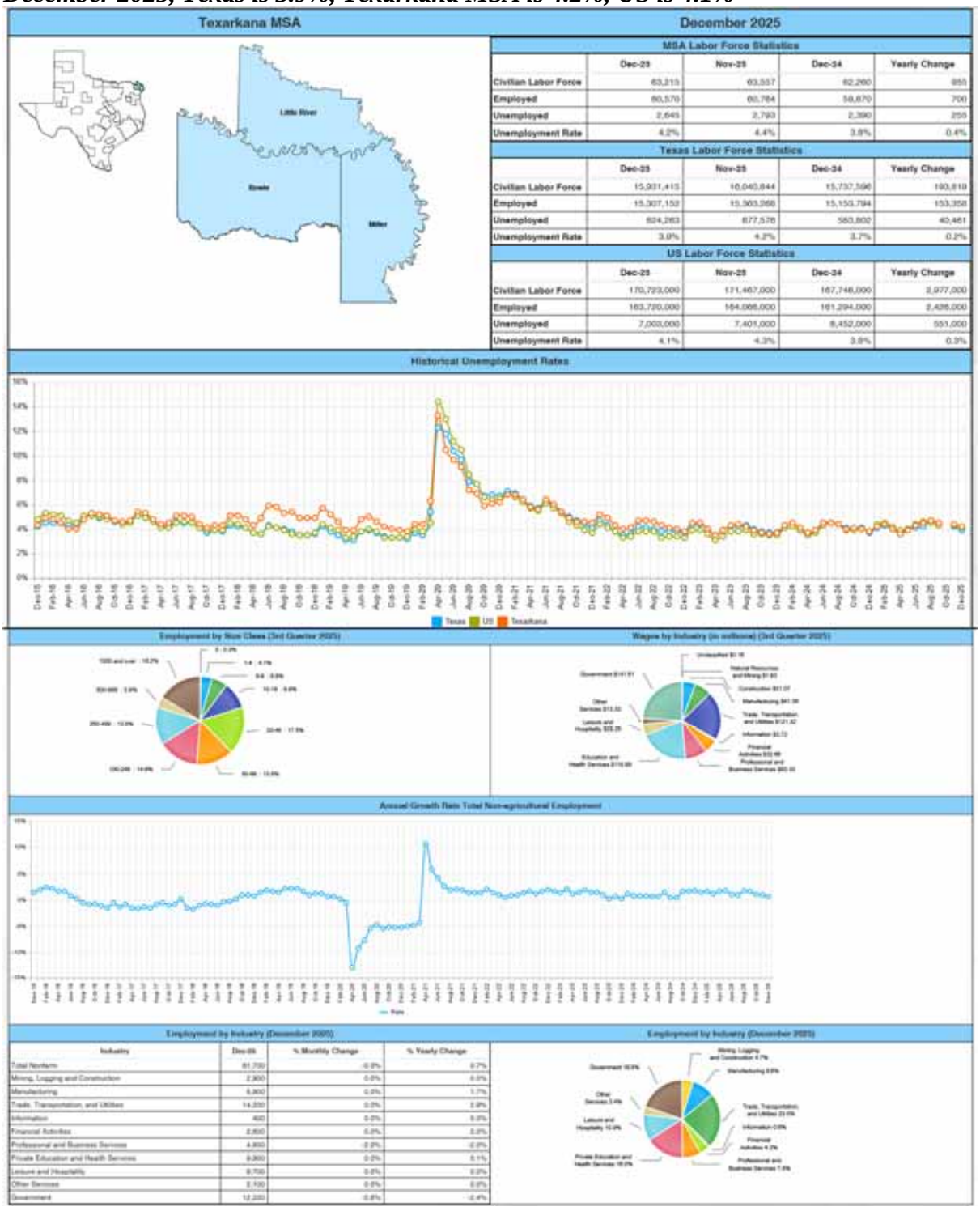
Metro Area / City / Hotel	Zip / Brand (# Htls)	# Rms	$ Room Revenues[1] 2023 Est	2024 Est	%Chg	$ ADR Est.[2] 2024	% Chg	Est. % Occupancy[3] 2023	2024	Pt. Chg	$ REVPAR[4] 2022	2023	2024	$ Chg
DAYS INN	DAYS	92	1,647,069	1,914,024	16.2	89.52	8.0	59.2	63.7	4.5	47.91	49.05	57.00	7.95
LA QUINTA INN & S	LAQUN	115	2,152,942	2,360,165	9.6	80.40	6.2	67.7	69.9	2.2	60.28	51.29	56.23	4.94
MOTEL 6	MTL 6	59	1,066,038	1,147,006	7.6	104.52	21.3	57.4	51.0	-6.5	51.69	49.50	53.26	3.76
SHERMAN INN		89	1,080,759	1,066,331	-1.3	65.62	-4.3	48.5	50.0	1.5	32.16	33.27	32.83	-.44
SUPER 8	SUPR8	47	366,388	536,496	46.4	67.41	41.3	44.8	46.4	1.6	28.58	21.36	31.27	9.92
TRAVELERS INN		91	523,754	446,705	-14.7	38.42	7.1	44.0	35.0	-9.0	14.37	15.77	13.45	-2.32
ZIP-CODE 75090	**(7)**	**560**	**8,329,239**	**9,008,600**	**8.2**	**79.98**	**8.5**	**55.3**	**55.1**	**-.2**	**42.94**	**40.75**	**44.07**	**3.32**
SHERMAN	**75092**													
HOLIDAY INN EXPRE	HIEXP	84	1,967,077	2,447,185 Y	24.4	105.31	16.8	71.2	75.8	4.6	57.76	64.16	79.82	15.66
COMFORT INN SHERM	COMFO	69	1,641,724	1,752,707	6.8	105.98	5.8	65.1	65.7	.6	62.67	65.19	69.59	4.41
ZIP-CODE 75092	**(2)**	**153**	**3,608,801**	**4,199,892**	**16.4**	**105.59**	**11.8**	**68.4**	**71.2**	**2.8**	**59.98**	**64.62**	**75.21**	**10.58**
CITY SHERMAN	**(9)**	**713**	**11,938,040**	**13,208,492**	**10.6**	**86.66**	**9.7**	**58.1**	**58.6**	**.5**	**46.59**	**45.87**	**50.75**	**4.88**
WHITESBORO	**76273**													
WHITESBORO INN &		44	328,995	47,870	-85.4	35.15	-32.0	39.6	34.4	-5.2	20.27	20.49	12.09	-8.40
MET SHERMAN-DEN	**(24)**	**1677**	**32,073,957**	**31,553,645**	**-1.6**	**91.83**	**-.9**	**56.9**	**57.8**	**.8**	**52.92**	**52.75**	**53.03**	**.28**
METRO: TEXARKANA														
NEW BOSTON	**75570**													
HOLIDAY INN EXPRE	HIEXP	61	2,061,000	2,015,000	-2.2	126.99	-3.2	70.6	71.3	.7	94.95	92.57	90.50	-2.07
BEST VALUE	BVALU	49	678,427	747,662	10.2	74.38	-5.1	48.4	56.2	7.8	39.68	37.93	41.80	3.87
BOSTONIAN INN		41	304,922	388,472	27.4	54.67	13.3	42.2	47.5	5.2	19.44	20.38	25.96	5.58
TEX INN		48	338,000	317,734	-6.0	41.86	-4.9	43.8	43.3	-.5	22.60	19.29	18.14	-1.16
CITY NEW BOSTON	**(4)**	**199**	**3,382,349**	**3,468,868**	**2.6**	**85.41**	**-3.1**	**52.8**	**55.9**	**3.1**	**48.33**	**46.57**	**47.76**	**1.19**
TEXARKANA	**75501**													
COUNTRY INN & SUI	CTRYI	81	2,394,098	2,373,645	-.9	123.31	7.9	70.9	65.1	-5.8	73.97	80.98	80.29	-.69
BUDGET INN		24	237,236	226,888	-4.4	53.46	-7.9	46.7	48.4	1.8	36.19	27.08	25.90	-1.18
ZIP-CODE 75501	**(2)**	**105**	**2,631,334**	**2,600,533**	**-1.2**	**110.69**	**5.3**	**65.3**	**61.3**	**-4.0**	**65.34**	**68.66**	**67.85**	**-.80**
TEXARKANA	**75503**													
HILTON GARDEN INN	HILTG	154	6,430,783	7,026,262	9.3	170.84	20.7	80.9	73.2	-7.7	102.96	114.41	125.00	10.59
HAMPTON INN & SUI	HAMPT	81	2,936,510	3,542,055	20.6	163.65	26.0	76.5	73.2	-3.3	94.82	99.32	119.81	20.48
RESIDENCE INN BY	RESID	121	4,477,986	4,579,501	2.3	134.08	12.3	84.9	77.3	-7.6	72.56	101.39	103.69	2.30
HOLIDAY INN EXPRE	HIEXP	90	2,890,583	3,102,313	7.3	135.37	10.6	71.9	69.8	-2.1	82.31	87.99	94.44	6.45
FAIRFIELD SUITES	FAIRF	83	2,374,100	2,553,291	7.5	126.71	11.7	69.1	66.5	-2.6	70.97	78.37	84.28	5.91
CANDLEWOOD SUITES	CANDL	80	1,805,562	1,883,283	4.3	102.10	17.9	71.4	63.2	-8.3	60.76	61.83	64.50	2.66
COMFORT SUITES	COMFS	70	1,245,435	1,533,234	23.1	90.47	18.6	63.9	66.3	2.4	49.54	48.75	60.01	11.26
TOWNEPLACE SUITES	TOWNP	85	1,744,094	1,434,103	-17.8	75.25	1.4	75.7	61.4	-14.3	59.06	56.22	46.22	-9.99
COURTYARD BY MARR	COURT	90	2,160,567	1,405,119	-35.0	111.84	25.4	73.7	38.2	-35.5	59.03	65.77	42.77	-23.00
ECONO LODGE TEXAR	ECONO	50	527,000	589,000	11.8	72.64	27.6	50.7	44.4	-6.3	22.52	28.88	32.27	3.40
WYNDHAM GARDEN	WYNDG	142	1,373,000	1,461,000	6.4	48.36	-7.2	50.8	58.3	7.5	22.42	26.49	28.19	1.70
RODEWAY INN & SUI	RODEW	74	504,065	605,414	20.1	51.47	16.9	42.4	43.6	1.1	12.27	18.66	22.41	3.75
MAGNUSON TEXARKAN	MAGNU	130	596,677	608,107	1.9	38.31	16.7	38.3	33.5	-4.8	16.06	12.57	12.82	.24
ZIP-CODE 75503	**(13)**	**1250**	**29,066,362**	**30,322,682**	**4.3**	**111.09**	**14.7**	**65.8**	**59.8**	**-6.0**	**57.26**	**63.71**	**66.46**	**2.75**
CITY TEXARKANA	**(15)**	**1355**	**31,697,696**	**32,923,215**	**3.9**	**111.05**	**14.0**	**65.8**	**59.9**	**-5.8**	**57.89**	**64.09**	**66.57**	**2.48**
MET TEXARKANA	**(19)**	**1554**	**35,080,045**	**36,392,083**	**3.7**	**107.96**	**11.9**	**64.1**	**59.4**	**-4.7**	**56.67**	**61.85**	**64.16**	**2.31**

Recovery from COVID 19 was indicated in 2021 with overall 66.4% occupancy in Texarkana
In 2023, the 75503 zip code indicated $96.81 ADR , 65.8% occupancy, with $64.09 RevPar;
2024 ADR increased to $111.05, with 59.9% occupancy and $66.57 RevPar.

Regional Analysis – Continued

TEXAS WORKFORCE COMMISSION LABOR MARKET INFORMATION

December 2025, Texas is 3.9%, Texarkana MSA is 4.2%, US is 4.1%



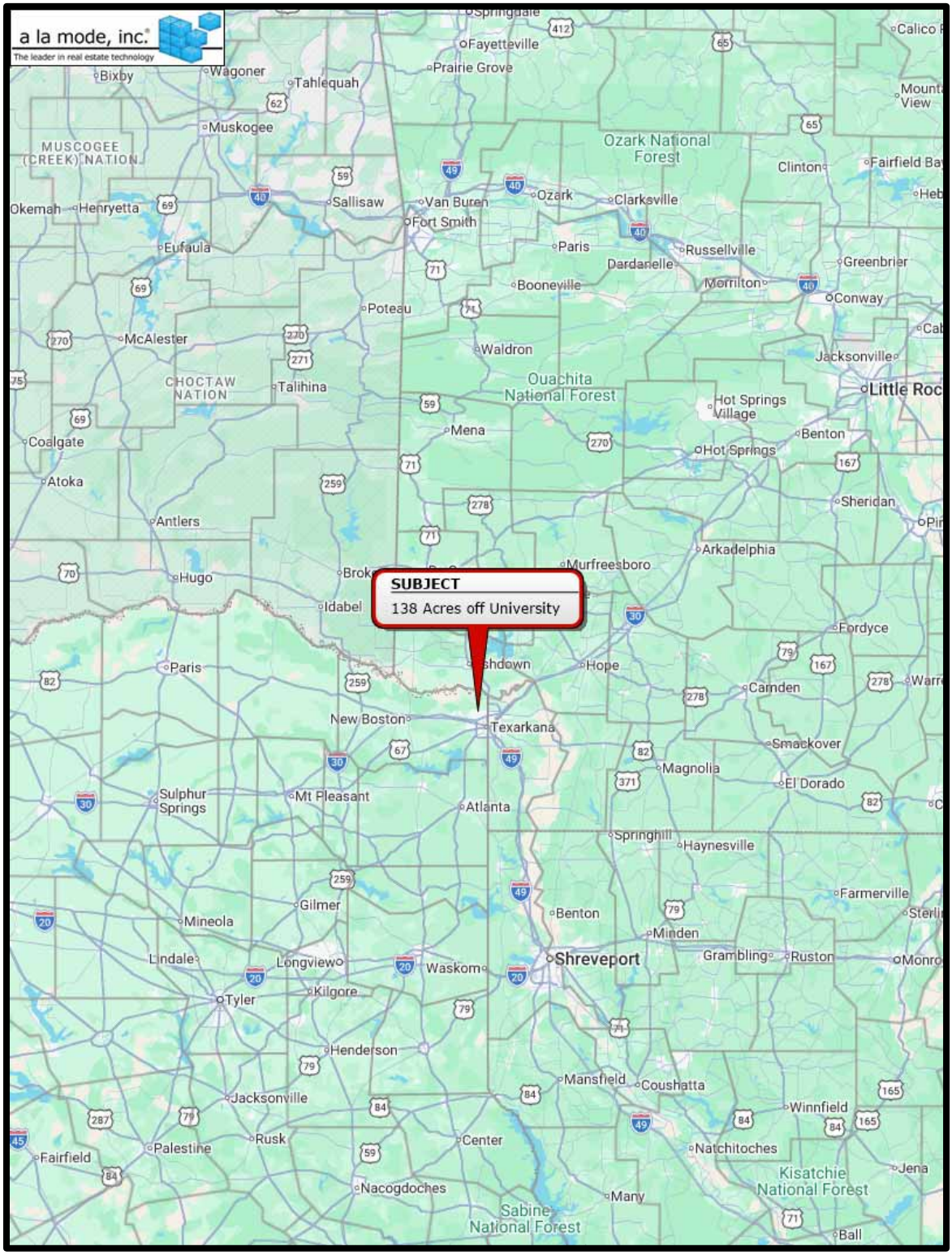
MSA Labor Force Statistics	Dec-25	Nov-25	Dec-24	Yearly Change
Civilian Labor Force	83,215	83,557	82,260	955
Employed	80,570	80,784	78,870	700
Unemployed	2,645	2,793	2,390	255
Unemployment Rate	4.2%	4.4%	3.8%	0.4%

Texas Labor Force Statistics	Dec-25	Nov-25	Dec-24	Yearly Change
Civilian Labor Force	15,931,415	16,040,844	15,737,596	193,819
Employed	15,307,152	15,383,268	15,153,794	153,358
Unemployed	624,263	677,576	583,602	40,461
Unemployment Rate	3.9%	4.2%	3.7%	0.2%

US Labor Force Statistics	Dec-25	Nov-25	Dec-24	Yearly Change
Civilian Labor Force	170,723,000	171,467,000	167,746,000	2,977,000
Employed	163,720,000	164,068,000	161,294,000	2,426,000
Unemployed	7,003,000	7,401,000	6,452,000	551,000
Unemployment Rate	4.1%	4.3%	3.8%	0.3%

Industry	Dec-25	% Monthly Change	% Yearly Change
Total Nonfarm	81,700	-0.9%	0.7%
Mining, Logging and Construction	2,900	0.0%	0.0%
Manufacturing	5,900	0.0%	1.7%
Trade, Transportation, and Utilities	14,200	0.0%	0.0%
Information	400	0.0%	0.0%
Financial Activities	2,800	0.0%	0.0%
Professional and Business Services	4,800	-2.0%	-2.0%
Private Education and Health Services	9,900	0.0%	0.1%
Leisure and Hospitality	9,700	0.0%	0.0%
Other Services	2,100	0.0%	0.0%
Government	12,200	-0.8%	-2.4%

Regional Map



Neighborhood Description

Social, economic, governmental, and environmental forces influence property values in the vicinity of a subject property which, in turn, directly affect the value of the subject property itself. Therefore, the boundaries of the area of influence must be delineated to conduct a thorough analysis. The area of influence is the area within which the forces affect all surrounding properties in the same way they affect the property being appraised. Although physical boundaries may be drawn, the significant boundaries are those that fix the limits of influences on property values. By coincidence, these limits may be physically observable. The area of influence is commonly called a neighborhood. A neighborhood is a group of complementary land uses.

To identify neighborhood boundaries, appraisers examine the subject property's surroundings. The investigation begins with the subject property and proceeds outward, identifying all relevant actual and potential influences on the property's value that can be attributed to its location. The appraisers extend the geographic search far enough to encompass all influences that the market perceives as affecting the value of the subject property. At the physical point where no factors influencing the value of the subject and surrounding properties are found, the boundaries for analysis are set. Conclusions regarding the impact of the neighborhood on the subject property's value are significant only if area boundaries have been properly delineated. Neighborhood analysis provides a framework, or context, in which property value is estimated. It identifies the area of analysis and establishes the potential limits within which the appraisers search for data to be used in applying the three approaches to value. Realistic boundaries allow appraisers to identify comparable properties in the same neighborhood; the sale prices of these properties usually require little or no adjustment for location.

Neighborhood Boundaries
Neighborhood analysis helps appraisers determine the stability of an area and may indicate future land uses and value trends. The subject is located in the northwest part of Texarkana, Texas. The neighborhood is generally defined as the boundaries delineating the Pleasant Grove School District. The Pleasant Grove School District lies generally north of I-30, along the west side of Summerhill Road -surrounding Richmond Road, south of the Red River, and east of FM 1398 and north of McKnight Road and Interstate 30.

Traffic Routes
Richmond Road is a four lane, asphalt paved thoroughfare, providing north-south access to I-30 and to heavy commercial areas along Richmond Road. Pleasant Grove Road is a two-lane asphalt paved interior traffic arterial, linking Richmond Road with McKnight Road, and is noted as the junction of University Avenue on the south side of McKnight Road, and on the north side of the intersection with Richmond Road. McKnight Road is a two-lane asphalt paved traffic arterial linking the northern portions Richmond Road and Pleasant Grove Road, and more recently, providing access to University Drive, a two lane concrete street, providing access to Texas A & M at Texarkana Campus to the East of Richmond Road, along University Avenue, as well as to high growth commercial areas along I-30. I-30 is located to the south. Scott Wright

Road is an interior residential street. The traffic system appears adequate to service the area, and access is considered to be good.

Accessibility

Access is available from University Avenue, a four lane, divided roadway in the immediate area of the subject, from Richmond Road, which is a heavily traveled four lane divided main traffic arterial in the subject location, and which was widened in the area north of Moores Lane, to the intersection of Richmond Road and FM 989, just northwest of the subject property. University Avenue becomes Shillings Road NE of the TAMU-T campus, and provides access to Summerhill Road to the east.

Public transportation is limited in the Texarkana area, with a limited-service bus route to specified areas in Texarkana. This is typical of the region and was not considered to have an adverse impact upon marketability in the area.

Employment

Main employers in the general area include Red River Army Depot and Goodyear Tire [previously Cooper Tire], as well as the large medical employment in the area, as noted in the area analysis.

Due to overall good economy in the region, lower interest rates, etc., Texarkana, as a whole has enjoyed a relatively high level of employment in the past several years, and a relatively rapid recovery after the closures during the COVID-19 pandemic closures.

Occupancy

Single family residences enjoy a relatively high occupancy in the immediate neighborhood, and few vacancies were noted. The apartment complexes in the general area report occupancies exceeding 95%, which is typical in the overall market.

Past office studies indicate occupancies in the northern portion of the city of Texarkana to be well over 90% occupied, and the new construction in retail in the immediate area tends to have well over 90-95% occupancy. The older areas south of Interstate 30 tend to have higher vacancies in general.

Neighborhood Conclusion

The subject neighborhood competes well with similar neighborhoods in the overall Texarkana area. No adverse conditions were noted that would affect the marketability of properties located in the subject neighborhood.

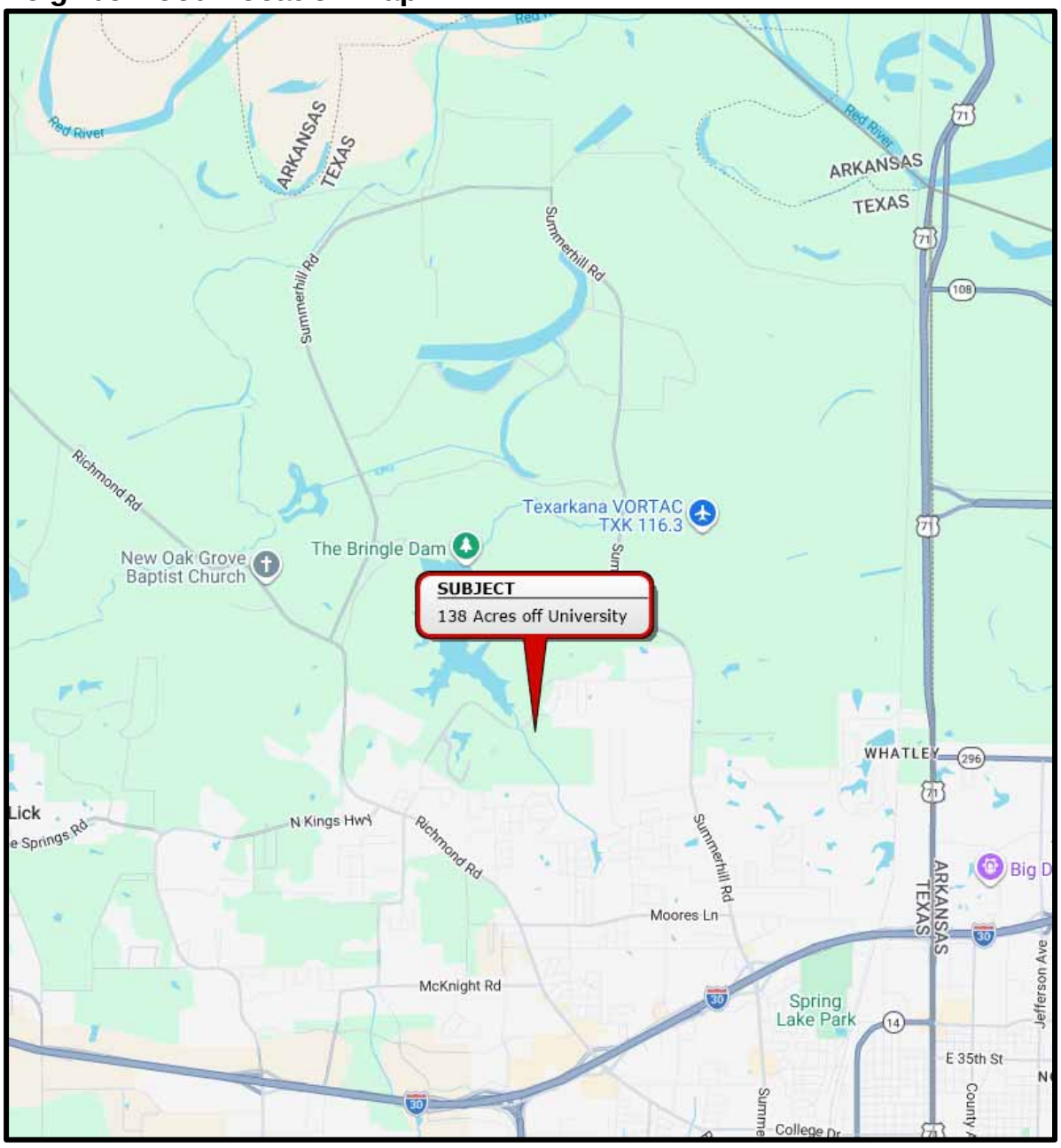
The neighborhood enjoys good access from I-30 to Richmond Road, and Summerhill Road, as well as from interior roadways.

Overall, the neighborhood is considered to be good, and is generally a single-family residential area away from the dense commercial growth in areas to the south surrounding Richmond Road,

Summerhill Road and I-30. The growing Texas A & M University at Texarkana is located in this immediate area, along University Avenue.

This is the northwestern portion of the City of Texarkana, Bowie County, Texas, and growth over the past several years in Texarkana, Texas has been in this general direction and is expected to continue into the near future in the northwestern direction.

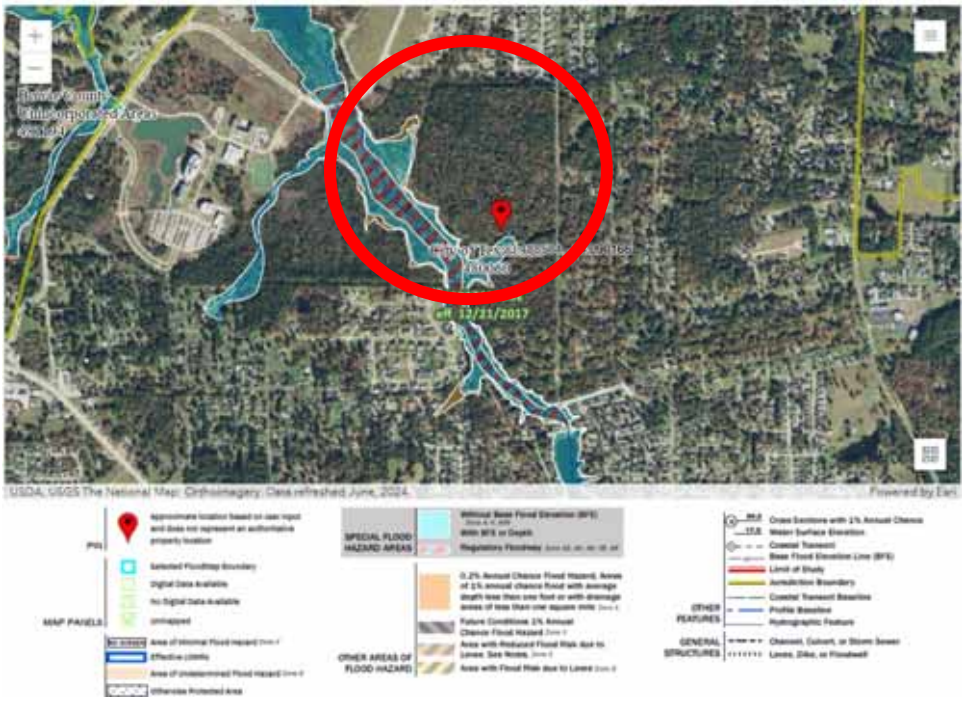
Neighborhood Location Map



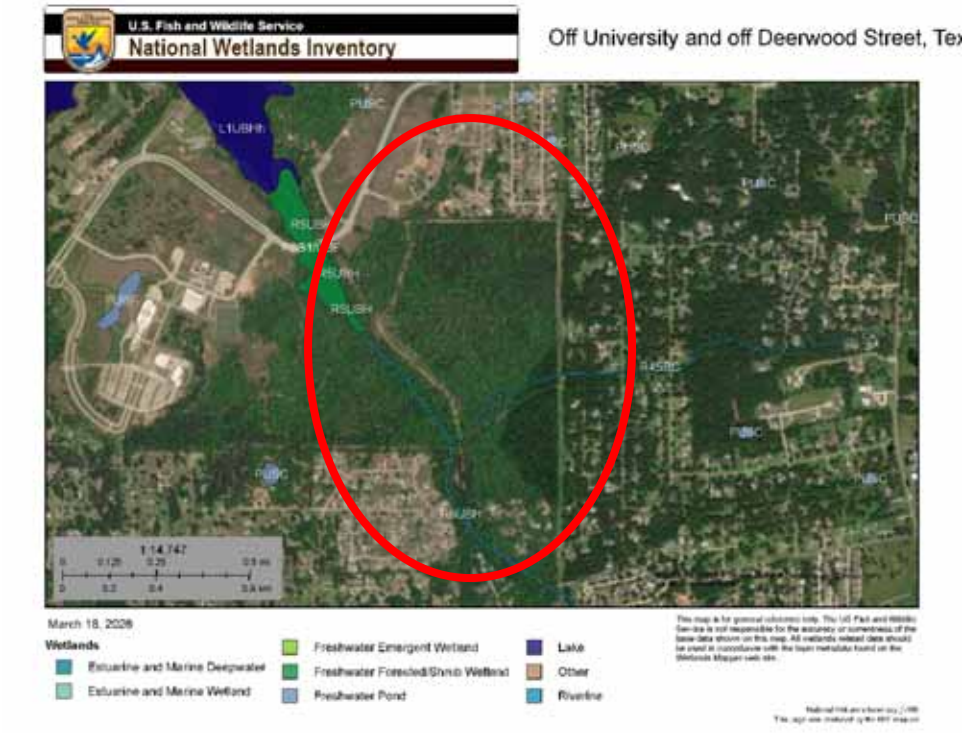
Property Description

SITE	
Information Sources:	Legal description obtained from Bowie County Deed Records, and estimated by City of Texarkana, Mr. Dustin Henslee for use until survey is available. Other sources include on-site inspection and Bowie County Deed Records.
Site Size:	Estimated as 138 acres
Site Topography:	Level, to sloping to rolling
Road Frontage/Access:	Access and frontage along University Avenue, and a curb cut that was to have been an interior drive/roadway to be installed for interior access by Texas A & M University – Texarkana. The roadway was not installed, but access is assumed to be available from this roadway/curb cut. Additional access is available from Deerwood Street at the adjacent Oakwood Subdivision.
Utilities:	Electric, cable and telephone, as well as water/sewer are assumed to be available at the street – University Avenue and along Deerwood Street. Sewer lines were noted within this tract, to a lift station reportedly installed when utilities were being provided to the TAMU campus.
Site Improvements:	Roadway/gravel to access the lift station.
Flood Zone:	The subject site is impacted by a shaded flood hazard area along Clear Creek– see FEMA map included within this report. FEMA Map Number: 48037C0355E FEMA Map Date: December 21, 2017 FEMA Zone Classification: X Estimated 15% to 20% flood zone along the Clear Creek with a larger percentage that appears to impact the area SW of Clear Creek. Subject's impact is estimated as approximately 15%. A survey would be needed to indicate the actual acreage impacted.

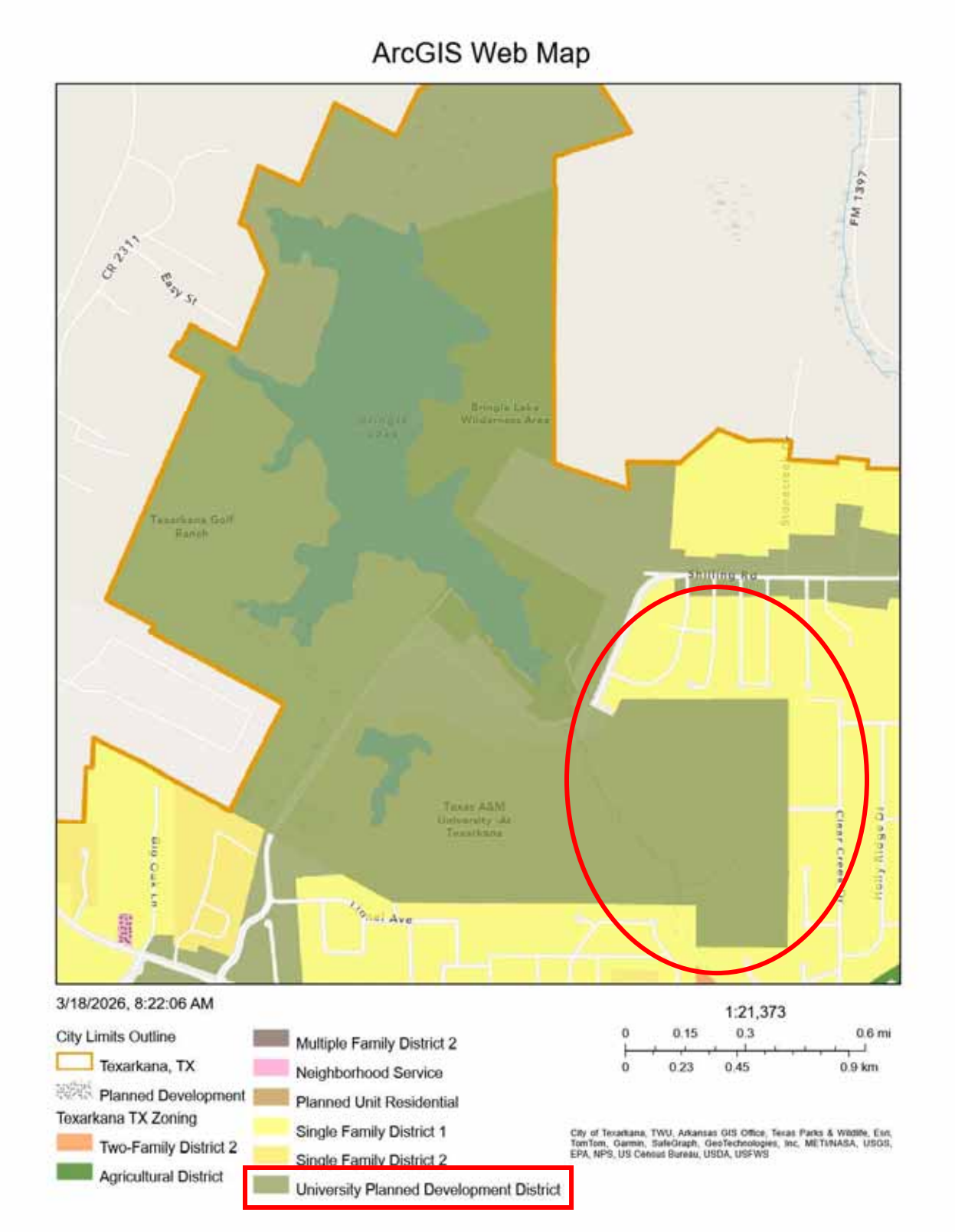
FEMA



Wetlands Map – approximate subject at red circle

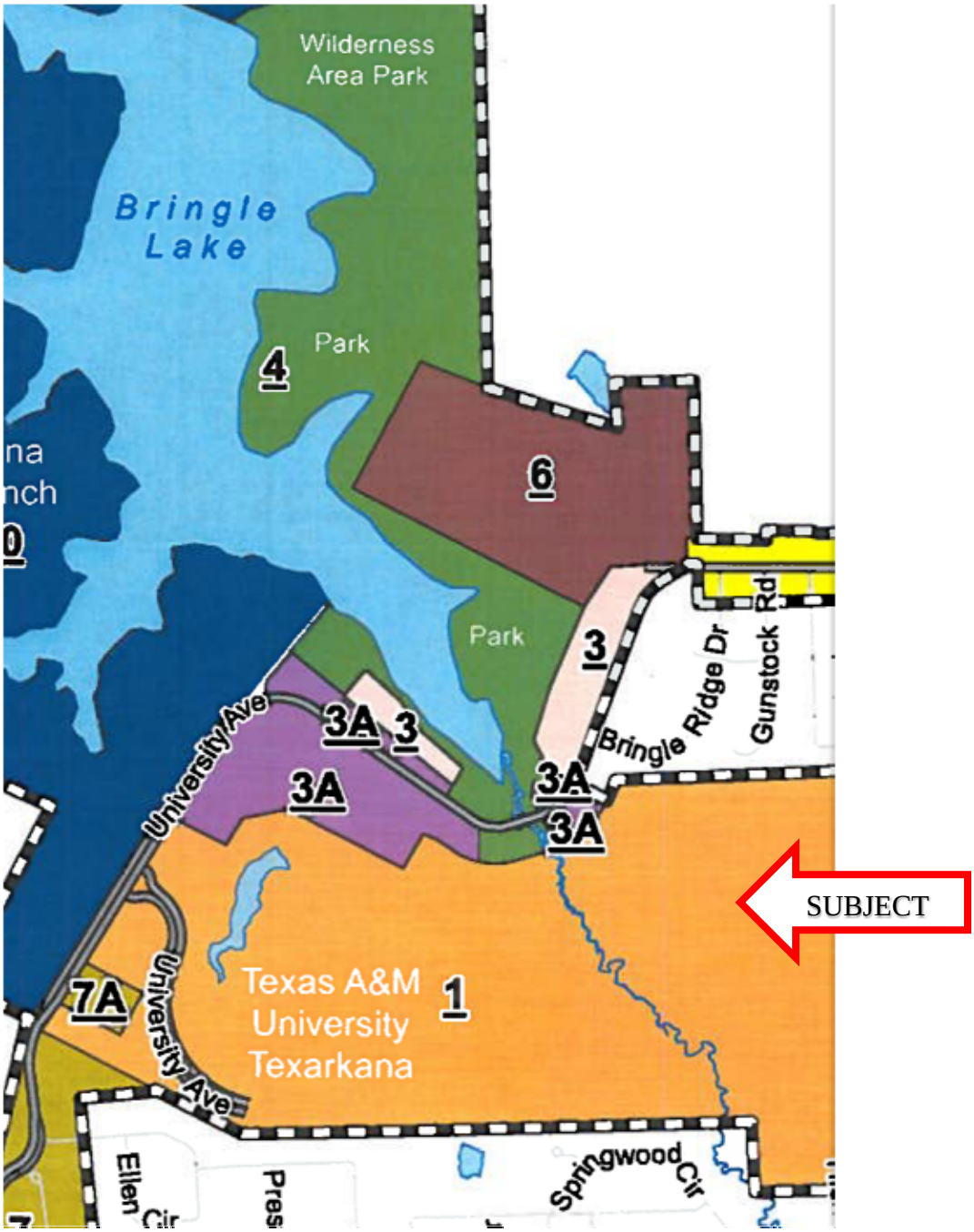


ZONING MAP


ArcGIS Web Map
CR 2311
Easy St
FM 1397
Bringle Lake Wilderness Area
Texarkana Golf Ranch
Shilling Rd
Texas A&M University at Texarkana
Big Oak Ln
Tropical Ave
Clear Creek Dr
3/18/2026, 8:22:06 AM
1:21,373
0 0.15 0.3 0.6 mi
0 0.23 0.45 0.9 km
City Limits Outline
Texarkana, TX
Planned Development
Texarkana TX Zoning
Two-Family District 2
Agricultural District
Multiple Family District 2
Neighborhood Service
Planned Unit Residential
Single Family District 1
Single Family District 2
University Planned Development District
City of Texarkana, TWU, Arkansas GIS Office, Texas Parks & Wildlife, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

District within the UPDD

The zoning overlay is further broken down into separate areas. The subject appears to be located in District 1



Zoning Analysis

District: ***"University Planned Development District" UPPD***

Conforming: The UPDD is further divided into nine zoning districts. The use, height and area regulations as set out are uniform throughout each district. The boundaries of the zoning districts are set out delineated by the zoning district map of the UPDD on file in the city Secretary's office. Those nine districts are as follows:

1) Texas A & M University, Texarkana Campus
2) Reserved
3) Retail/Mixed uses and additional uses
4) Bringle Lake and park
5) Single-Family residential
6) Mixed Use Residential
7) Office and Residential uses
8) Richmond Road Mixed use development
9) Summerhill Road Mixed-Use Development
10) Future district expansion

***Applicable* Permitted Uses:**

- The district map indicates that the subject is located in District 1) UNIVERSITY CAMPUS

  I have assumed that the district overlay could be changed if the property were not to be used for the University Campus.

Other: ***NOTE- construction in this district requires approval by the City of Texarkana Zoning Department – therefore I have assumed compliance with all zoning regulations*.**

Additional Regulations

SEE COPY OF ZONING MAP & DISTRICT– the site was zoned UPDD by the City of Texarkana, Texas.

"The purpose of this district is to provide appropriate design standards for the development of properties within the UPDD University Planned Development District boundary. These standards recognize and support the area's unique development character and significance of the university as a primary source for development in this subject area."

PHOTOGRAPHS



Gravel drive entering site from Deerwood



Gravel drive



Gravel Drive



Gravel Drive



Gravel Drive



Gravel Drive



Site



Site



Site



Site



Site



Site

	
Site	***Site/drive***
	
Site	***Site***
	
Site	***Site/lift station***

	
Site/lift station	***Site/lift station***
	
Site/drive	***Site***
	
Site/drive	***Site/lift station***

	
Site	***Site/manhole at sewer line***
	
Site/drive	***Site/drive***
	
Site/drive	***Site***

	
Site	***Site***
	
Site	***Site***
	
Site	***Site/culvert/drainage creek***



Site



Site



Site



Site



Site/culvert



Site

	
Site	***Site/drive***
	
Site/drive	***Site***
	
Site	***Site***

	
Site/drive along utility easement	***Site***
	
Site	***Site***
	
Site/entry from Deerwood	***Site/entry from Deerwood***



Curb cut at approximate easement



Approximate easement from University



University Drive



University Drive looking NW



University Drive



University Drive looking NE

Assessment & Taxes

Currently vacant; Taxes ESTIMATED from Bowie Appraisal District
Parent tract estimated value per ACRE transferred to subject 138 acre estimated tract:

Current Taxes:		
Tax Parcel ID#:	08140004900	
Tax Year:	2026	ESTIMATE
Parent Site Size Stated (Acres):	214.8000	138.0000
Assessed Value Land:	$2,148,000.00	$1,380,000.00
Ag Productivity Value (Taxable):		N/A
Assessed Value Improvements:	$0.00	$0.00
Total Taxable Assessed Value:	$2,148,000.00	$1,380,000.00
Tax Rate per $100 Assessed:	2.250586	2.250586
Real Estate Taxes:	**$48,342.59**	**$31,058.09**
Total Stated Site Size:		ESTIMATE
Total Appraised Assessed Value (No Exemptions):		**$1,380,000.00**
Total Real Estated Taxes AT 138 AC:		**$31,058.09**
Estimated Real Estate Taxes (Rounded):		**$31,000.00**

RATES:

2025 Tax Rates - Bowie County		
ENTITY	**RATE per $100**	
Bowie County	$	0.4239470
City of Texarkana	$	0.6500000
Pleasant Grove ISD	$	1.0670000
Texarkana College	$	0.1096390
TOTAL	$	2.2505860

Assessment Analysis

The subject property is currently a vacant tract that is a portion of a larger tract – noted as 214.8 acres at the Bowie County Tax Appraisal District. The application of the BCAD value per acre has been applied to the subject estimated 138 acres in order to estimate the applicable tax burden. NOTE – TAMUT IS EXEMPT FROM TAXES AND THE ESTIMATES NOTED ABOVE ARE BASED ON THE STATED ASSESSMENT FROM BCAD ALTHOUGH TAXES ARE NOT COLLECTED FROM THIS ENTITY.

Highest and Best Use

The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, published by The Appraisal Institute includes the definition of “highest and best use” on page 109:

1) "The reasonably probable use of property that results in the highest value. The four criterial that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.”

2) “The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset’s existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)”

3) [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)”

Highest and Best Use As Vacant

The estimated site area that was provided to me [no survey is yet available], with no frontage but assumed access along University Avenue and along Deerwood Street, located in the specialty zoning district associated with Texas A & M University, Texarkana, that is intended to allow for mixed use development [both commercial and multi-family use within the same property as described by the zoning department – with assumption regarding the designation as the TAMUT campus].

Physically Possible

In arriving at my opinion of highest and best use for the subject, it was first necessary to determine if the physical characteristics of the site - such as soil conditions, topography, shape and frontage were favorable for development. No differential settlement was observed which would indicate unusually unstable soil-bearing capacities in the surrounding areas. The subject site is considered to be of sufficient size to be economically adaptable for development of a wide variety of land use. The topography is level to sloping to rolling. The physical characteristics were considered to impose no insurmountable limitations to permissible development, acknowledging limitations imposed by the actual physical size and topography.

Legally Permissible

The zoning is in the University Planned Development District and as such will require approval for any construction by the City of Texarkana, Texas, including architectural design, etc. I have assumed that any user will obtain proper/legal permission for development of this site. No deed restrictions were reported to me. I did not conduct an in-depth research for deed restrictions, and have assumed any interested party has conducted his own research regarding any major limitations on the use of the site.

Financially Feasible

Uses which meet the physical and legal tests can be analyzed to determine economic potential.

Remaining possible uses are numerous, but due to surrounding properties and uses, and zoning restrictions, the probable use was considered to fall within the multi-family and two-family segment of the market, with some area of mixed use.

Projected return is analyzed for each use, and those with positive rates of return indicate a financially feasible use. In this instance, multi-family/mixed type uses would indicate positive returns and are considered financially feasible.

Maximally Productive

Office uses are not expected at this location. However, the expected mixture of light commercial / retail and townhouse, single family, multifamily and duplex type use appears to have demand and productivity in this location.

Therefore, the Highest and Best Use, as vacant, was considered to be an allowed mixture of commercial / retail, with multi-family and single family residential type use.

Highest and Best Use as Improved

The site is currently vacant.

Valuation Methodology

Three basic approaches may be used to arrive at an estimate of market value. They are:

- The Cost Approach
- The Income Approach
- The Sales Comparison Approach

The **Cost Approach** is summarized as follows:

Cost New
\- Depreciation
\+ Land Value
= Value

The **Income Approach** converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounted process.

The **Sales Comparison Approach** compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

The appraisal process concludes with the **Final Reconciliation** of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others. This appraisal includes the following:

- Cost Approach: The cost is not considered applicable in the analysis of vacant light commercial / single and multi-family land and has not been developed.

- Sales Comparison Approach: This approach is applicable, necessary and has been fully developed via comparison with sales of similar vacant tracts in the area.

- Income Approach: This approach is not considered applicable in the development of an analysis of similar land, since no similar tracts are leased and purchased in the Texarkana market that would provide income and expense information for the development of an income approach to value. The income approach has not been developed in this appraisal.

Cost Approach

The Cost Approach is based on the principle of substitution - that a prudent and rational person would pay no more for a property than the cost to construct a similar and competitive property, assuming no undue delay in the process. The Cost Approach tends to set the upper limit of value before depreciation is considered. The applied process is as follows:

1. Estimate the land value according to its Highest and Best Use. I have used the Sales Comparison Approach; the process is as follows:

    - Comparable sales, contracts for sale and current offerings are researched and documented.

    - Each comparable is analyzed and adjusted to equate with the subject property.

    - The value indication of each comparable is analyzed and the data reconciled for a land value indication.

2. Estimate the replacement cost of the building and site improvements.

3. Estimate the physical, functional and/or external depreciation accrued to the improvements.

4. Sum the depreciated value of the improvements with the value of the land for an indication of value.

The subject of this analysis is a vacant approximately 138 acre. There are no current improvements on this site and the Cost Approach has not been developed.

Land Value

The lot value has been developed via comparison with similar site sales in the following Sales Comparison Approach.

SALES COMPARISON APPROACH

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

1. The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.

2. The most pertinent data is further analyzed and the quality of the transaction is determined.

3. The most meaningful unit of value for the subject property is determined.

4. Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.

5. The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

I have researched and analyzed eight land sales that were considered to offer similar appeal, etc.

COMPARABLE LAND SALES SUMMARY TABLE

No.	Location	Sale Date	Price	Acres	$/ Acre
1.	TBD FM 1397	02/03/2020	$1,340,000	195.798	$6,844
2.	FM 2148 {I30) to FM 3419	07/24/2020	$2,350,000	110.305	$21,305
3.	FM 1397	10/12/2021	$638,000	58.000	$11,000
4.	Off Shillings	11/19/2025	$1,917,000	135.771	$14,119
5.	6207 Chapparal Ln	05/10/2023	$250,000	35.320	$7,078
6.	University Drive	10/15/2024	$7,772,500	35.451	$219,246
7.	N of North Kings Highway	01/31/2025	$488,642	29.263	$16,698
8.	TBD Bent Tree Rd	09/18/2025	$3,064,963	255.414	$12,000

Land Sale No. 1



Property Identification

Record ID	4551
Property Type	Vacant Land
Address	TBD FM 1397, Texarkana, Bowie County, Texas 75503
Tax ID	06140002101 & 06180000100
Latitude, Longitude	N33.515417, W-94.119780

Sale Data

Grantor	Jon David Stover. Trustee of Jon David Stover Trust
Grantee	Lilly Jaxx Investments LLC
Sale Date	February 03, 2020 / Rec 2020-1241; Fee Simple
Financing	Conventional; listed $2,160,510 410 DOM
Verification	Other sources: TBRMLS#102004
Sale Price	$1,340,000
Zoning	None / gently rolling /irregular/ part ZONE A
Gross Land Size	195.798 Acres or 8,528,961 SF

Indicators

Sale Price/Gross Acre	$6,844
Sale Price/Gross SF	$0.16

Remarks

Vacant tract overlooking the Red River flood plain. Located just north of Texarkana on the west side of FM 1397. Approximately 33% to 40% impacted by a designated FEMA Flood Hazard, Zone A. Per listing - a portion of the property is high-fenced and there is a small herd (~30) of "northern strain deer".

Land Sale No. 2



Property Identification

Record ID	4562
Property Type	Agricultural, Development
Address	FM 2148 along I30 to FM 3419
Tax ID	02060001900 and 24940000300
	33.457095, -94.160395

Sale Data

Grantor	BL-KD Investments, LLC
Grantee	CAJ BOWIE COUNTY IH30 Series [Longview Bridge]
Sale Date	July 24, 2020 Rec; 2020-7537; Conventional Guaranty Bank
Sale History	Sellers assembled in 2016 and 2017
Verification	Curt Green Realtors/Deed Records
Sale Price	$2,350,000
Zoning	SF-2
Gross Land Size	110.305 Acres or 4,804,886 SF

Indicators

Sale Price/Gross Acre	$21,305
Sale Price/Gross SF	$0.49

Remarks

Purchased for use in conjunction with highway work along Interstate 30 in the immediate area. At time of purchase had frontage along Interstate with no access thereto, but expected to have frontage along frontage/access roadway after completion of the Interstate 30 expansion at the immediate location.

Land Sale No. 3



Property Identification

Record ID	4956
Property Type	Residential, Residential
Address	FM 1397, Texarkana, Bowie County, Texas 75503
Tax ID	06180000100 Coordinates: 33.513535, -94.116481

Sale Data

Grantor	Lilly Jaxx Investments, LLC
Grantee	Jonathan & Kelli Stahl
Sale Date	October 12, 2021 recorded 10/18/2021 2021-12528
Property Rights	Fee Simple; Conventional Commercial National
Sale History	Seller purchased the parent tract 02/03/2020
Verification	lender/buyer
Sale Price	$638,000
Zoning	No zoning /excavated soil areas/irregular shape site

Land Size Information

Gross Land Size	58.000 Acres or 2,526,480 SF

Indicators

Sale Price/Gross Acre	$11,000
Sale Price/Gross SF	$0.25

Remarks

Soil was excavated from this site over the past several years, impacting up to 20 acres the site [1/2]. Approximately 3-4 acres along the creek are in the shaded flood hazard area.

Land Sale No. 4



Property Identification

Record ID	5658
Property Type	Development, Development
Address	Off Shillings, Texarkana, Bowie County, Texas 75503
Tax ID	21245000400 21245000401
Latitude, Longitude	N33.513535, W-94.116481

Sale Data

Grantor	ArkLa Tex Real Estate, LLC
Grantee	JOHN L. HUMPREY, Trustee of the Pruett Family Irrevocable 2023 Trust
Sale Date	November 19, 2025 ;2025-00011479; Fee simple
Conditions of Sale	Normal Marketing; Cash to seller;
Sale History	Seller purchased 03/09/3033 for $2,375,993/Buyer verified
Sale Price	$1,917,000
Topography	gently rolling/util avail at Shilling/irreg shape
Gross Land Size	135.771 Acres or 5,914,185 SF

Indicators

Sale Price/Gross Acre	$14,119
Sale Price/Gross SF	$0.32

Remarks

Irregular shape/access from Shillings Lane to the south, approximately 1/2 outside city limits, with portion inside zoned for Single family and a portion zoned under the UPDD [University Planned Development District]. Part of Lot 2, Shilling Estate 2nd, in the Jarrett Janes HRS, A-302

Land Sale No. 5



Property Identification

Record ID	5333
Property Type	Vacant - mostly wooded TAX ID; 02620025700
Address	6207 Chaparral Ln , Texarkana, Bowie Co., Texas 75503
Latitude, Longitude	N33.473210, W-94.124193

Sale Data

Grantor	Anna Hill Estate
Grantee	Coy & Stacy Williamson
Sale Date	May 10, 2023 Rec 2023-4098 Fee Simple; 524 DOM
Financing	Conventional
Verification	Landon Huffer; Other sources: TBRMLS#108337
Sale Price	$250,000
Zoning	None - outside city limits/gently rolling to sloping topography
Utilities	Electricity, Water, Sewer
Flood Info	~45%-50% in Zone A; irregular shape

Land Size Information

Gross Land Size	35.320 Acres or 1,538,539 SF
Front Footage	Chaparral Lane;

Indicators

Sale Price/Gross Acre	$7,078
Sale Price/Gross SF	$0.16

Remarks

Vacant tract located just outside of the Texarkana, Texas city limits. City water and sewer are both available at Chaparral Lane on the east side of the subject. Access to the subject is via two dedicated roadways. The first is located on the east side of the property between 6205 & 6303 Chaparral Lane and the second located on the north side between 6507 & 6603 Chaparral Lane.

Land Sale No. 6



Property Identification

Record ID	5519
Property Type	Commercial
Address	University Drive, Texarkana, Bowie County, Texas 75503
Tax ID	02585000205, 0258500200, 1170017905, 08140004903 33.495026, -94.103883

Sale Data

Grantor	Bringle Ridge commercial 20, LLC
Grantee	Board of Regents of the Texas A & M University System
Sale Date	October 15, 2024 rec 2024-00009715
Property Rights	Fee Simple/normal marketing; CASH TO SELLER
Verification	Aven Williamson, & Texas A&M
Sale Price	$7,772,500
Zoning	UPDD, UPDD - University Planned Dev. District
Topography	gently sloping/public utilities/irregular shape
Gross Land Size	35.451 Acres or 1,544,246 SF

Indicators

Sale Price/Gross Acre	$219,246
Sale Price/Gross SF	$5.03

Remarks

Originally held by developer for future commercial development and sold to the University for development into the sports complex for use by Texas A&M.

Land Sale No. 7



Property Identification

Record ID	5642
Property Type	Vacant Land
Address	N of North Kings Highway, Texarkana, Bowie Co., Tx, 75503
Location	Easement Access, North side of North Kings Highway,
Tax ID	23455002700
Latitude, Longitude	N33.487570, W-94.127610

Sale Data

Grantor	Oceanfront Investment Group LLC
Grantee	Fatima A Property Investment LLC
Sale Date	January 31, 2025 Filed February 27, 2025 Rec 2025-1738
Property Rights	Fee simple/862 DOM; Normal marketing; CASH TO SELLER
Sale History	Seller owned for an extended period
Verification	TBRMLS#116731
Sale Price	$488,642
Zoning	No zoning /level to rolling; public utilities available;
Shape	Irregular /No Frontage No flood zone
Gross Land Size	29.263 Acres or 1,274,696 SF

Indicators

Sale Price/Gross Acre	$16,698
Sale Price/Gross SF	$0.38

Remarks

Property was marketed with Cheryl Patterson of NextHome Realty Advisors, as part of a larger 86 acre tract. Final size was based on a survey. According to Bowie County Volume 2025, Page 1738, the total size was 29.263 acres. The sale price was stated to be $488,642, or approximately $16,698 per acre. The majority of the site is located outside of Texarkana City Limits, according to the city zoning map, although a small sliver is subject to SF-1 zoning.

Land Sale No. 8



Property Identification

Record ID	5594
Property Type	Recreational / Single-family
Address	TBD Bent Tree Rd, Texarkana, Bowie Co., Texas 75503
Tax ID	14480006650, 14480006600, 14480006700, part of 02660000200
Latitude, Longitude	N33.516301, W-94.176958

Sale Data

Grantor	Gary & Annell Langdon Family Living Trust
Grantee	Core Consolidated, LLC [Verified]
Sale Date	September 18, 2025 Fee Simple; Conventional
Sale Price	$3,064,963
Zoning	None - outside city limits; irregular shape; 25% +- Flood
Gross Land Size	255.599 Acres or 11,133,892 SF
Front Footage	Bent Tree Road;

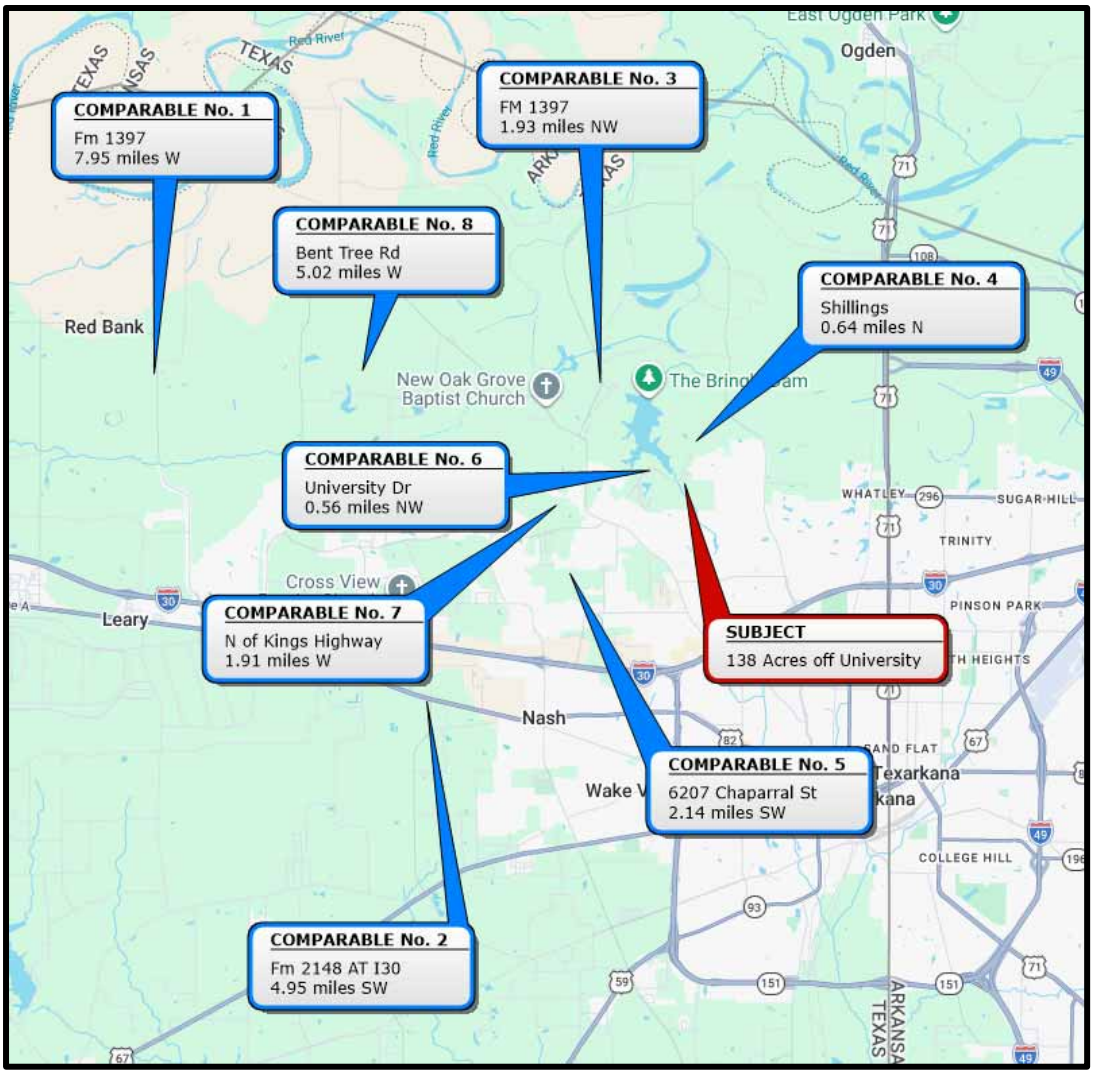
Indicators

Sale Price/Gross Acre	$11,991
Sale Price/Gross SF	$0.28

Remarks

Heavily wooded, adjacent to an area that is and continues to be developed into single-family residential lots with approximate sizes between 1 and 10 acres. New construction is currently taking place in the immediate area. Small frontage along Bent Tree Road. Electricity is available. Nearby properties rely on private water wells and private septic systems. The overall topography was considered to be gently rolling to rolling with the overall slope being downhill towards the north. The northern portion of the site, approximately 25% of the total acreage, appears to be in a designated FEMA Flood Hazard, Zone A.

Comparable land sales Map



Analysis Grid

The above sales have been analyzed and compared with the subject property. I have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Economic Trends (time)
- Location
- Physical Characteristics

On the following page is a sales comparison grid displaying the subject property, the comparable land sales and the adjustments applied.

Adjustment Grid

ADJUSTMENT GRID					
	SUBJECT	COMP #1	COMP #2	COMP #3	COMP #4
ADDRESS					
	138 +- ACRES UNIVERSITY DR	FM 1397	FM 2148 TO FM 3419 ALONG I30	FM 1397	OFF SHILLINGS
	TEXARKANA, TEXAS	TEXARKANA, TEXAS	TEXARKANA, TEXAS	TEXARKANA, TEXAS	TEXARKANA, TEXAS
SALE DATE	2/25/2026	2/3/2020	7/24/2020	10/12/2021	11/19/2025
ADJUSTED SALE PRICE		$1,340,000.00	$2,350,000.00	$638,000.00	$1,917,000.00
PRICE/SF		$6,843.79	$21,304.56	$11,000.00	$14,119.36
PROPERTY RIGHTS	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE
FINANCING	NORMAL	CASH TO SELLER	CONVENTIONAL	CONVENTIONAL	CASH TO SELLER
CONDITIONS OF SALE	NORMAL	NORMAL	NORMAL	NORMAL	NORMAL
COMPARISON		0%	0%	0%	0%
ADJUSTMENT		$0.00	$0.00	$0.00	$0.00
ECONOMIC TRENDS	2/25/2026	2/3/2020	7/24/2020	10/12/2021	11/19/2025
	EASEMENT TO UNIVERSITY DR	FM 1397	TWO FM ROADWAYS WITH	FM 1397	OFF SHILLINGS
LOCATION	ALSO ACCESS FROM DEERWOOD	OVERALL SIMILAR	I30 FRONTAGE/NOT ACCESS	SIMILAR	OVERALL SIMILAR
COMPARISON	TEXARKANA, TEXAS	0%	0%	0%	0%
ADJUSTMENT		$0.00	$0.00	$0.00	$0.00
SIZE (ACRES)	138.0000	195.7980	110.3050	58.0000	135.7710
SIZE (SF)	6,011,280	8,528,961	4,804,886	2,526,480	5,914,185
COMPARISON		2%	-1%	-3%	0%
ADJUSTMENT		$136.88	-$213.05	-$330.00	$0.00
	ACCESS BUT LIMITED FRONTAGE	GOOD FRONTAGE	GOOD FRONTAGE	LONG/IRREGULAR SHAPE	SMALL ACCESS/SIMILAR
SHAPE/ACCESS	IRREGULAR / INTERIOR	IRREGULAR/INTERIOR	IRREGULAR/INTERIOR	INFERIOR	SHILLINGS/VERY IRREGULAR
COMPARISON		-7%	-10%	2%	3%
ADJUSTMENT		-$479.07	-$2,130.46	$220.00	$423.58
	ZONED UPPD;UNIVERSITY	OUTSIDE CITY/NO ZONING	OUTSIDE CITY AT TIME OF SALE	OUTSIDE CITY/6-7% FLOOD	ZONING -PART SF, PART UPDD &
OTHER	PLANNED DEVELOPMENT	35%+- FLOOD/NO UTIL	NO FLOOD/INFERIOR UTILITIES	INFERIOR UTILITIES	PART NO ZONING; NO FLOOD
COMPARISON	UTILITIES: SEWER ON SITE	30%	5%	12%	2%
ADJUSTMENT	WATER AT ADJACENT SITES	$2,053.14	$1,065.23	$1,320.00	$282.39
	ASSUMED ACCESSIBLE				
TOTAL ADJUSTMENTS	15% FLOOD	$1,710.95	-$1,278.28	$1,210.00	$705.97
INDICATES PER SF		$8,554.74	$20,026.28	$12,210.00	$14,825.33
WEIGHTING		2	7	6	7
	SUBJECT	COMP #5	COMP #6	COMP #7	COMP #8
ADDRESS					
	138 +- ACRES UNIVERSITY DR	6207 CHAPARRAL LN	UNIVERSITY DRIVE	N of N KINGS HWY	BENT TREE ROAD
	TEXARKANA, TX	TEXARKANA, TX	TEXARKANA, TEXAS	TEXARKANA, TEXAS	TEXARKANA, TEXAS
SALE DATE	2/25/2026	5/10/2023	10/15/2024	1/31/2025	9/18/2025
ADJUSTED SALE PRICE		$250,000.00	$7,772,500.00	$488,642.00	$3,064,963.00
PRICE/SF		$7,078.14	$219,246.28	$16,698.29	$11,991.29
PROPERTY RIGHTS	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE
FINANCING	NORMAL	CASH TO SELLER	CASH TO SELLER	CASH TO SELLER	CONVENTIONAL
CONDITIONS OF SALE	NORMAL	NORMAL	NORMAL	NORMAL	NORMAL
COMPARISON		0%	0%	0%	0%
ADJUSTMENT		$0.00	$0.00	$0.00	$0.00
ECONOMIC TRENDS	2/25/2026	5/10/2023	10/15/2024	1/31/2025	9/18/2025
	EASEMENT TO UNIVERSITY DR	OFF CHAPARRAL	UNIVERSITY DR	EASEMENT ACCESS ONLY	2 SMALL POINTS ACCESS ROAD
LOCATION	ALSO ACCESS FROM DEERWOOD		OVERALL SIMILAR	INFERIOR	SIMILAR
COMPARISON	TEXARKANA, TEXAS	10%	0%	15%	0%
ADJUSTMENT		$707.81	$0.00	$2,504.74	$0.00
SIZE (ACRES)	138.0000	35.3200	35.4510	29.2630	255.5990
SIZE (SF)	6,011,280	1,538,539	1,544,246	1,274,696	11,133,892
COMPARISON		-4%	-4%	-4%	4%
ADJUSTMENT		-$283.13	-$8,769.85	-$667.93	$479.65
	ACCESS BUT LIMITED FRONTAGE	LIMITED ACCESS/IRREG	VERY IRREGULAR;FRONTAGE		IRREGULAR/FRONTAGE
SHAPE/ACCESS	IRREGULAR / INTERIOR	INTERIOR	THREE ROADWAYS;SUPERIOR	IRREG/INTERIOR/EASEMENT	2 PLACES
COMPARISON		-5%	-65%	-5%	-5%
ADJUSTMENT		-$353.91	-$142,510.08	-$834.91	-$599.56
	ZONED UPPD;UNIVERSITY	NO ZONING/UTILITIES AT	UPDD/NO FLOOD	NO ZONING AT MAJORITY; SMALL	NO ZONING; ELECT UTIL NEARBY
OTHER	PLANNED DEVELOPMENT	STREET; 45%-50% FLOOD	ALL PUBLIC	SF 1; UTILITIES AT ADJ; NO FLOOD	25% FLOOD
COMPARISON	UTILITIES: SEWER ON SITE	45%	-10%	-10%	15%
ADJUSTMENT	WATER AT ADJACENT SITES	$3,185.16	-$21,924.63	-$1,669.83	$1,798.69
	ASSUMED ACCESSIBLE				
TOTAL ADJUSTMENTS	15% FLOOD	$3,255.93	-$173,204.56	-$667.93	$1,678.78
INDICATES PER SF		$10,334.07	$46,041.72	$16,030.36	$13,670.07
WEIGHTING		2	2	7	5
AVERAGE/SF	$17,711.57				
WEIGHTED AVERAGE	$16,516.98				

Adjustment Notes

Conditions of Sale
All of these land sales were considered to reflect typical market conditions, and no adjustments for "Conditions of Sale" were considered.

Economic Trends
No indications of significant increases or decreases over the past few years were noted, and no adjustments were applied for economic trends.

Location
Location differences were considered at Sales #5 and #7. These two sales were located off the roadways, with easement access [very limited frontage at Sale #5] and positive 10% and 15% adjustments were applied.

Size
Generally, economies of scale are noted in substantially larger tracts [typically, a larger number of units will command a lower price per unit]. Market observations in the general regional market recognize a difference in price per unit for tracts substantially different in size, of approximately 1% to 15% for each halving/doubling in size. In this analysis, approximately 5% for each halving/doubling in size was considered. The following table indicates size adjustments applied in this analysis based upon a market derived 5% adjustment for each halving/doubling in size. These adjustments are applied in the adjustment grid as shown.

SIZE ADJUSTMENT					
SALE NUMBER	COMP SIZE/SF	SUBJECT SIZE	PERCENT DIFFERENCE IN SIZE	ADJUSTMENT PER DOUBLING	INDICATED ADJUSTMENT
1	8,528,961	6,011,280	42%	5%	2%
2	4,804,886	6,011,280	-20%	5%	-1%
3	2,526,480	6,011,280	-58%	5%	-3%
4	5,914,185	6,011,280	-2%	5%	0%
5	1,538,539	6,011,280	-74%	5%	-4%
6	1,544,246	6,011,280	-74%	5%	-4%
7	1,274,696	6,011,280	-79%	5%	-4%
8	11,133,892	6,011,280	85%	5%	4%

Shape/Access

The subject has two different access points, but limited frontage at roadways, and is irregular in shape. Sales #1 and #2 have superior frontage and shape and a negative 7% adjustment was applied at Sale #1 and a negative 10% adjustment was applied at Sale #2.

Sales #3 and #4 are similar in limited frontage/access and irregular shapes, and positive 2% and positive 3% adjustments were applied.

Sales #5, #7 and #8 are slightly superior in shape/access/frontage and negative 5% adjustments were applied.

Sale #6 is located in a curve of University Avenue with very good frontage and additional frontage at an interior roadway. Overall, a negative 65% adjustment was applied.

Other

Zoning, topography/flood zone and availability of utilities are considered. Subject is estimated to be impacted by approximately 15% in flood zone, and has sewer on site, with water available at adjacent sites. Sale #1 has inferior utilities and no zoning/with approximately 35% flood area, and overall, a positive 30% adjustment was applied.

Sales #2, #3 and #4 are inferior in availability of utilities and are less impacted by flood, with overall adjustments between positive 2% at Sale #4, positive 5% at Sale #2 and positive 12% at Sale #3.

Sale #5 has no zoning/utilities at street, but almost 50% flood area, with an overall adjustment of positive 45% applied.

Sales #6 and #7 are similar with utilities, but have no flood impact and negative 10% adjustments were applied.

Sale #8 has inferior utilities available and includes approximately 25% flood impact, with a positive 15% adjustment applied.

Note

No further major differences were noted and no further adjustments were applied at these land sales.

Land Value Conclusion

A wide range of land sizes, shapes, topography/frontage, etc. has been compared with the subject. Sales of similar 138 acre tracts that have utilities available, and are surrounded by developments in large and upper value single family dwellings as well as proximity to a developing university are limited. Due to variations in these sales a very large range has been indicated after adjustments, as follows:

ADJUSTED RANGE / AVERAGES	
AVERAGE	$17,711.57
WEIGHTED AVG	$16,516.98
HIGH	$46,041.72
LOW	$8,554.74

Analysis and comparison of these eight land sales is considered supportive of a value estimate of approximately $18,000.00 per acre as shown on the adjustment grid.

SALES COMPARISON INDICATES "AS IS"		
SIZE IN AC	PER SF	INDICATED VALUE
138	$18,000.00	**$2,484,000.00**
	ROUNDED	**$2,484,000.00**

Based on the above analysis, I have reconciled to an estimated value of the vacant site, “As Vacant” of **$2,484,000.00**, as of February 25, 2026, and subject to the Limiting Conditions and Assumptions of this appraisal. This is considered to reflect the “**AS IS”** value at the subject property.

Income Approach

The Income Approach to value is based on the present worth of the future rights to income. This type of analysis considers the property from an investor's point of view, the basic premise being that the amount and quality of the income stream are the basis for value of the property.

Direct Capitalization Analysis

The steps involved in capitalizing the subject's net operating income are as follows:

1. Develop the subject's Potential Gross Income (PGI) through analysis of the subject's actual historic income and an analysis of competitive current market income rates.

2. Estimate and deduct vacancy and collection losses to develop the Effective Gross Income (EGI).

3. Develop and subtract operating expenses to derive the Net Operating Income (NOI).

4. Develop the appropriate capitalization rate (R_o).

5. Divide the net operating income by the capitalization rate for an estimate of value through the income approach.

Potential Gross Income (PGI)

The subject is a vacant approximately 138 acre tract.

Few vacant land tracts are leased in the Texarkana area, and insufficient information was available for the development of market rental, typical expenses and typical capitalization rates for vacant multi-use land, and the income approach has not been developed in this analysis.

Final Reconciliation

The process of reconciliation involves the analysis of each approach to value. The quality of data applied, the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed.

In this appraisal, only one approach to value was considered applicable. The sales comparison approach includes consideration for similar vacant tracts, that offer similar amenities, etc. Sales of similar tracts [size, amenities, etc] were limited.

Cost Approach…..	N/A
Sales Comparison Approach…..	**$2,484,000.00**
Income Approach…..	N/A

Cost Approach

The cost approach provides an accurate estimate of reproduction cost new of the improvements, when the property is relatively new, with a functional plan and no locational obsolescence, and improved to its highest and best use.

The subject of this analysis is a vacant approximately 138 acre tract. The cost approach was not considered applicable in this appraisal and has not been completed.

Sales Comparison Approach

The sales comparison approach reflects the thinking and behavior of informed rational purchasers and sellers in the market. The sales gathered and analyzed were taken from the local market. As such, sales of land with similar amenities and utility, etc were limited.

After considering several sales in the area, I have utilized the eight most similar sales that were available. These sales required several adjustments for differences. The sales prices prior to adjustments ranged from $$6,843.79 per acre to $219,246.28 per acre, and after adjustments ranged from $8,554.74 per acre to $46,041.72 per acre. The overall average indication at these sales was $17,711.57 and the weighted average [most consideration given to the most similar] of $16,516.98 per acre. These were considered to be very supportive of $18,000.00 per acre.

Income Approach

The value estimate by the income approach considers current market attitudes toward similar property types and the risks inherent in the investments.

Comparable data was not available for the estimate of the market rental, expenses, and capitalization rates, since very few similar properties are leased in the immediate area. The income approach was not applied in this analysis.

Reconciliation:

The sales comparison approach was the only applicable approach in this appraisal. Sufficient data was available for an analysis of the subject property, although several adjustments were required in the eight land sales used.

Therefore, the *"as is"* value estimate for the subject property, in fee simple estate, as of the date of inspection, February 25, 2026, under the herein stated extraordinary assumptions, is:

TWO MILLION FOUR HUNDRED EIGHTY-FOUR THOUSAND DOLLARS ($2,484,000.00)

Market Value Conclusion			
Appraisal Premise	**Interest Appraised**	**Date of Value**	**Value Conclusion**
AS IS	**Fee Simple**	**February 25, 2026**	**$2,484,000.00**

HYPOTHETICAL CONDITIONS AND EXTRAORDINARY ASSUMPTIONS: *This appraisal has been completed under the extraordinary assumptions 1) that no environmental issues impact this property, and 2) that the sizes stated within this analysis are correct, since no survey was provided, 3) that legal access is available from both University Avenue and Deerwood Street, and 4) the special zoning district could be changed from the current District 1 that is specified as the University Campus, to be used for residential development.* **These assumptions may impact the value reported within this appraisal.**

Certification Statement

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- I have performed no services as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice (USPAP).*
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I, Pam Bonds, have completed the continuing education program of the Appraisal Institute.

- No change of any item in the appraisal report shall be made by anyone other than the Appraiser, and the Appraiser shall have no responsibility for any such unauthorized change.

- The Appraiser has established sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.

- My value conclusion and other opinions expressed herein are not based on a requested minimum value, a specific value or approval of a loan.

- My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Texas Real Estate Commission and/or the Arkansas Real Estate Commission.

the *"as is"* value estimate for the subject property, in fee simple estate, as of the date of inspection, February 25, 2026, under the herein stated extraordinary assumptions, is:

TWO MILLION FOUR HUNDRED EIGHTY-FOUR THOUSAND DOLLARS ($2,484,000.00)

Market Value Conclusion			
Appraisal Premise	**Interest Appraised**	**Date of Value**	**Value Conclusion**
AS IS	**Fee Simple**	**February 25, 2026**	**$2,484,000.00**

HYPOTHETICAL CONDITIONS AND EXTRAORDINARY ASSUMPTIONS: *This appraisal has been completed under the extraordinary assumptions 1) that no environmental issues impact this property, and 2) that the sizes stated within this analysis are correct, since no survey was provided, 3) that legal access is available from both University Avenue and Deerwood Street, and 4) the special zoning district could be changed from the current District 1 that is specified as the University Campus, to be used for residential development.* **These assumptions may impact the value reported within this appraisal.**



March 19, 2026
Date

Pam Bonds, MAI, SRA
Real Estate Appraiser
Texas License #TX 1320451 CG
Expiration Date - April 30, 2027
Arkansas Certification # CG 0336
Expiration Date – June 30, 2026

Qualifications

PAM BONDS MAI, SRA

PRESENT POSITION:

Real Estate Appraiser

PROFESSIONAL AFFILIATIONS AND DESIGNATIONS:
Member, Appraisal Institute (MAI), Member #12014

Senior Residential Appraiser, Appraisal Institute, (SRA)

Member, Texas Association of Realtors, National Association of Realtors (Licensed Broker, Texas)

Texas State Certified General Real Estate Appraiser, CERTIFICATE NUMBER TX-1320451-CG, Expires April 30, 2027

Arkansas State Certified General Real Estate Appraiser, CERTIFICATE NUMBER #CG0336, Expires June 30, 2026

EDUCATION:

East Texas State University, at Texarkana, Bachelor Degree in Business Administration

Various real estate appraisal courses, Appraisal Institute

EXPERIENCE:

Actively engaged in the real estate appraisal profession since 1977. During this time, obtained experience in the valuation of a wide range of property types for various purposes.

EMPLOYMENT

1977 - 1983 - P.M. Brown Realtors, Inc.

1984 - 1985 - Pam Bonds, Real Estate Appraisals

1985 - 1/90 - The Appraisal Group

1/90 -2001 - Pam Bonds, Real Estate Appraisals

2001-present The Appraisal Group

Addenda

1) Letter of Engagement
2) Bowie County Tax appraisal district printout
3) Arkansas Appraiser License/Certification
4) Texas Appraiser License/Certification

LETTER OF ENGAGEMENT

THE APPRAISAL GROUP
Real Estate Appraisals
3601 North Robison Road
Phone (903) 793 3211 Texarkana, TX 75501 Fax (903) 793 3307

February 11, 2026

Dusty Henslee, P.E., CFM, CPM
Assistant City Manager/Director of Public Works
City of Texarkana, Texas

RE: Proposal to complete 2 Appraisal reports, 1) Approximately 266.42 acres described as "golf course" as a fee simple analysis [extraordinary assumption that there is no current lease], and 2) 138 acres of vacant land, with assumed access to be included from the grantor/Texas A & M [the site would be landlocked and substantially impacted by lack of access].

Mr. Henslee/City of Texarkana:

I propose to prepare Appraisal reports for the referenced properties as identified above. As discussed, I will prepare an appraisal of the real property identified above, using applicable appraisal methods. The Appraisal is to estimate "Market Value" of the subject property. It is my understanding that the purpose of the appraisal reports is to be for possible sale or purchase and/or exchange.

The report will comply with applicable The Appraisal Foundation guidelines and will conform with the "Code of Professional Ethics and Standards of Professional Practice of The Appraisal Institute" of which I am a member and will be appraised as if owned in fee simple title, free and clear of any encumbrances. Mineral rights are not considered. The existing lease to the golf course is not to be considered, per your instructions [extraordinary assumption].

Both properties may present a challenge for me to view in their entirety, without off road vehicles. Please inform me of your preference – having someone meet me at each to show the property to me, or to view from street and adjacent properties to the best of my ability, supported by available aerial maps, topographic maps, flood maps, etc.

The total fee for the Appraisal Reports will be $4,000, [$2,500 at "golf course" and $1,500 at vacant land].

For the land appraisal I will employ only the Sales Comparison Approach to Value which is by far the most applicable approach for this property type, and the golf course will include Sales Comparison Approach and Cost Approach [income approach not applicable since no income is being reported to me].

This estimate does not include any compensation for testimony in any court or hearings. Additional charge of $250.00 per hour (one-half day minimum) plus all expenses would be appropriate for any court or hearing testimony required. **Delivery of the completed report is estimated to be 3 weeks from the date of acceptance of this proposal, assuming timely return receipt of this agreement.**

If these terms are agreeable, please respond in writing with authorization to proceed. This fee quotation is valid for 30 days from date of this letter; however, delivery time would be adjusted applicable to delays. I look forward to working with you.

Respectfully submitted,
The Appraisal Group
3601 North Robison Road
Texarkana, Texas 75501

Pam Bonds

Pam Bonds, MAI, SRA
Member #12014
Texas Certification # TX 1320451-G
Expires 04/30/27
Arkansas Certification #CG 0336
Expires 06/30/26

Accepted by client:

Date 2-16 **, 2026,**

Dusty Hensley **(Signature and Printed Name)**

ASM / Director of Public Works

TAX APPRAISAL DISTRICT INFORMATION

PID 19317 |

Property Summary Report | 2025
Online Services | Bowie Central Appraisal District

GENERAL INFO

ACCOUNT

Property ID: 19317
Geographic ID: 08140004900
Type: R
Zoning:
Agent:
Legal Description: J W FORT A-218 4784/037 12/08/05 BLK/TRACT 51 214.8 ACRES
Property Use:

LOCATION

Address: TX

Market Area:
Market Area CD:
Map ID: 1

PROTEST

Protest Status:
Informal Date:
Formal Date:

OWNER

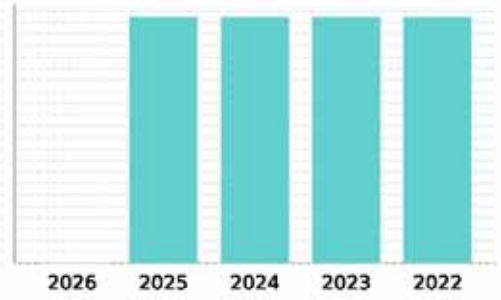
Name: TEXAS A & M UNIVERSITY
Secondary Name: SYSTEM REAL ESTATE
Mailing Address: 301 TARROW ST, 6TH FLOOR COLLEGE STATION TX USA 77840
Owner ID: 38347
% Ownership: 100.000000
Exemptions: EX-XV - Other Exemptions (including public property, religious organizations,

VALUES

CURRENT VALUES

Land Homesite:	$0
Land Non-Homesite:	$2,148,000
Special Use Land Market:	$0
Total Land:	$2,148,000
Improvement Homesite:	$0
Improvement Non-Homesite:	$0
Total Improvement:	$0
Market:	$2,148,000
Special Use Exclusion (-):	$0
Appraised:	$2,148,000
Value Limitation Adjustment (-):	$0
Net Appraised:	$2,148,000

VALUE HISTORY



Values for the current year are preliminary and are subject to change.

VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2026	N/A	N/A	N/A	N/A	N/A	N/A
2025	$2,148,000	$0	$0	$2,148,000	$0	$2,148,000
2024	$2,148,000	$0	$0	$2,148,000	$0	$2,148,000
2023	$2,148,000	$0	$0	$2,148,000	$0	$2,148,000
2022	$2,148,000	$0	$0	$2,148,000	$0	$2,148,000

Page 1 of 2 Effective Date of Appraisal: January 1 Date Printed: March 10, 2026 Powered By: <True Prodigy>

TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
01B	BOWIE COUNTY	0.423947	$2,148,000	$0
02T	TEXARKANA CITY	0.650000	$2,148,000	$0
04C	TEXARKANA COLLEGE	0.109639	$2,148,000	$0
P2	Precinct 2	0.000000	$2,148,000	$0
03P	PLEASANT GROVE ISD	1.067000	$2,148,000	$0

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

IMPROVEMENT

Improvement #1: For Review Improvement Value: N/A Main Area: 0
State Code: X Description: Gross Building Area:

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT

Improvement Features

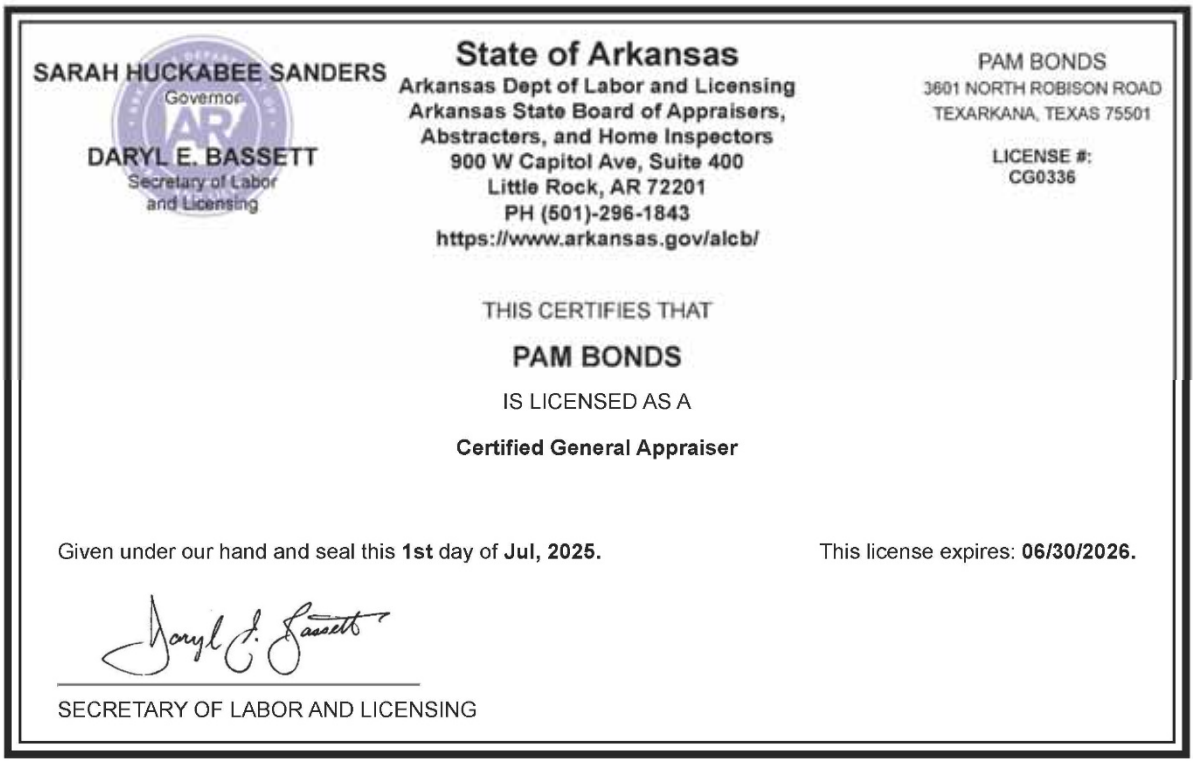
LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
LEGACY	Converted	214.8000	0	$0.00	N/A	N/A

DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument

ARKANSAS CERTIFICATION



SARAH HUCKABEE SANDERS
Governor

DARYL E. BASSETT
Secretary of Labor and Licensing

State of Arkansas
Arkansas Dept of Labor and Licensing
Arkansas State Board of Appraisers, Abstracters, and Home Inspectors
900 W Capitol Ave, Suite 400
Little Rock, AR 72201
PH (501)-296-1843
https://www.arkansas.gov/alcb/

PAM BONDS
3601 NORTH ROBISON ROAD
TEXARKANA, TEXAS 75501

LICENSE #:
CG0336

THIS CERTIFIES THAT

PAM BONDS

IS LICENSED AS A

Certified General Appraiser

Given under our hand and seal this **1st** day of **Jul, 2025.**

This license expires: **06/30/2026.**

SECRETARY OF LABOR AND LICENSING

TEXAS CERTIFICATION



TALCB
TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: PAMELA RAYE BONDS

License #: 1320451-CG **License Expires: 04/30/2027**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:
Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Executive Director

CITY OF
TEXARKANA
220 TEXAS BOULEVARD TEXARKANA TEXAS 75501 TEXAS

December 17th, 2025

Dear Mr. & Mrs. Hurt,

Based on the updated appraisal, the City hereby makes this **non-negotiable, final offer** to buy out the Lease for **$1,230,000**, contingent upon satisfaction of the following conditions:

1. Formal approval of the Buyback by the Texarkana, Texas City Council in a duly noticed public meeting;
2. Lessee's delivery of conclusive evidence that there are no liens, encumbrances, or claims of any kind against the Property;
3. Execution of a written agreement between the City and the Texas A&M University Board of Regents for acquisition of the Property for educational and university-related purposes; and
4. Lessee's submission of valid documentation demonstrating authority to execute all required instruments.

This offer is absolute and final. The City will not entertain any further counteroffers, amendments, or requests for additional compensation. Should any of the foregoing conditions remain unmet, the City shall have **no obligation** to proceed with the Buyback or to pay any amount whatsoever.

Please be advised that this Letter of Intent is **not legally binding** and is intended solely to outline the basic terms and conditions to be incorporated into a formal written agreement. Neither party shall be bound in any way unless and until a definitive agreement has been executed by both parties in a form acceptable to each and approved by the Texarkana, Texas City Council. This Letter of Intent shall not give rise to any enforceable obligations, rights, or liabilities, except as expressly stated herein. If an agreement is not reached, this Letter of Intent shall not constitute a waiver of any rights under the existing Lease Agreement, including any defaults.

If this offer letter is not accepted on or before December 31st 2025, this Letter of Intent shall automatically become null and void. Should the parties enter into a formal agreement and the City elect to move forward, closing shall occur no later than one hundred and twenty (120) days following execution of the agreement, unless otherwise mutually agreed in writing.

This Letter of Intent shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles.

With Regards,

City Manager

Agreed to and accepted by: Clifton Burt Hurt

Date: 12/30/2025

Scanned with CamScanner

LEASE BUYOUT AGREEMENT

This Lease Buyout Agreement ("Agreement") is made and entered into as of _____, 2026 ("Effective Date"), by and between the City of Texarkana, Texas, a home-rule municipality ("City"), and Texarkana Golf Ranch, LLC, a Texas limited liability company ("Tenant"). City and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

I.

RECITALS

WHEREAS, City and Tenant are parties to that certain First Amended Lease Agreement dated July 5, 2023 ("Lease"), concerning the real property located at 7401 University Avenue, Texarkana, Bowie County, Texas more particularly described on Exhibit A (the "Premises"); and

WHEREAS, the Parties desire to terminate the Lease prior to its stated expiration and provide for a buyout of Tenant's leasehold interest upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

II.

TERMINATION OF LEASE

2.1 Subject to the Conditions Precedent being satisfied or waived in writing, on September 1, 2026 (the "Termination Date"), the parties shall deliver to _____ ("Escrow Agent") signed counterparts of the Termination of Lease and Release in the form of Exhibit B ("Lease Termination").

2.2 As of the Termination Date:

2.2.1 the Lease shall be terminated and shall thereafter be of no further force or effect and all rights, interests, and obligations of the Parties under the Lease shall cease, except for those provisions which by their express terms are stated in the Lease to survive termination of the Lease;

2.2.2 Tenant shall have no further right of possession or use of the Premises; and

2.2.3 City shall have no further obligation to perform under the Lease except as expressly set forth in this Agreement.

2.3 Notwithstanding the foregoing, any provisions of the Lease which by their terms are stated in the Lease to survive its termination shall remain in full force and effect.

2.4 The Parties acknowledge and agree that this termination is pursuant to a mutual agreement and buyout.

2.5 The Parties acknowledge that the original Lease Agreement between the City and Hank Haney Golf, Inc., dated on or about June 26, 2001 (the "Original Lease") was superseded and replaced by the 2023 Lease and the Original Lease is not now and has not been in force or effect since the execution of the Lease in 2023.

III.

BUYOUT PAYMENT

3.1 Appraised Value/Buyout Price**.** The Parties acknowledge that the value of Tenant's leasehold interest and/or any improvements associated with the Premises has been evaluated based on an appraisal. The fair market value pursuant to such appraisal ("Appraised Value") is determined and agreed to be $1,230,000.00 ("Buyout Price"). Subject to the Conditions Precedent being satisfied or waived, the City shall deliver the Buyout Price to the Escrow Agent on or before the Termination Date and shall instruct the Escrow Agent to deliver the Buyout Price in immediately available funds to Tenant on the Termination Date.

IV.

CONDITIONS PRECEDENT

4.1 Conditions Precedent**.** The following are the conditions precedent to the parties obligations to perform on the Termination Date:

4.1.1 The Texarkana, Texas City Council shall have approved this Agreement and the transaction contemplated hereby at a duly noticed public meeting and adopted an Ordinance approving same;

4.1.2 Tenant shall have obtained releases of any liens filed against the Premises and has paid any outstanding taxes, if any, on the property; ;

4.1.3 City shall have entered into a written agreement in a form acceptable to the City with TAMU Board of Regents for acquiring the Premises;

4.1.4 Tenant provides proof of proper authority to execute all documents;

4.1.5 Both Parties shall have delivered a fully signed counterpart of the Lease Termination and all other deliverables to the Escrow Agent under Article V, below;

4.1.6 The City shall have delivered the Buyout Amount in immediately available funds to the Escrow Agent; and

4.1.7 The Escrow Agent is prepared to disburse the Buyout Amount to Tenant .

Either Party may terminate this Agreement if the conditions precedent listed above are not satisfied or waived in writing on or before the Termination Date.

V.

OTHER DELIVERABLES

5.1 Closing/Settlement Statement. The parties shall deliver to each other signed copies of a closing statement prepared by the Escrow Agent.

5.2 Ad Valorem Taxes. Ad valorem taxes related to the Premises shall be prorated as of the Termination Date and Tenant shall pay the City, or its designee, the prorate amount of ad valorem taxes for 2026 and the City hereby assumes responsibility for payment of 2026 ad valorem taxes, if any. If the amount of taxes for 2026 are not know on the Termination Date, then the Parties shall base the proration on the 2025 taxes and shall "true up" the proration amount within thirty days of the when the 2026 taxes are established.

VI.

SURRENDER OF PREMISES

6.1 Maintenance; No Waste. During the remainder of Tenant's occupancy, Tenant shall continuously operate, maintain, and preserve the golf course, grounds, buildings, improvements, irrigation systems, landscaping, and all other portions of the Premises in a commercially reasonable manner consistent with normal business practices and the nature of the Premises as a golf course facility; provided, however, the Parties acknowledge that Tenant shall be winding down its business in advance of the requirement to remove all personal property as of the Termination Date and such wind down may include not re-ordering inventory and supplies, limited services, activities and products available to customers, and closure of the Premises up to one week in advance of the Termination Date. Tenant shall not commit or permit any waste, deterioration, neglect, damage, or destruction of the Premises, ordinary wear and tear excepted. Tenant shall promptly repair any damage to the Premises caused by Tenant, its employees, agents, contractors, invitees, or customers and shall take all reasonable measures necessary to protect and preserve the condition and value of the Premises. Tenant shall not allow the golf course or any portion of the Premises to fall into disrepair or otherwise materially impair the condition, operation, or value of the Premises prior to surrender to City. Notwithstanding anything herein to the contrary, (i) in the event of a casualty loss that only impacts personal property, Tenant shall be entitled to retain the insurance proceeds without an obligation to replace the covered personal property, and (ii) in the event of a casualty loss that impacts improvements on the Premises, Tenant shall have no obligation to repair or restore any such casualty loss, but shall assign any insurance proceeds related to impacted improvements to City or its designee.

6.2 Vacating. Tenant shall vacate and surrender the Premises to City on or before the Termination Date, free of all occupants and personal property, except as otherwise agreed in writing. Tenant's obligation to maintain and preserve the Premises under Section 6.1 above shall continue through the Termination Date. Upon surrender, the Premises shall be in substantially the same condition as existed on the Effective Date, ordinary wear and tear excepted, and subject to Tenant's maintenance and repair obligations under this Agreement.

6.3 AS IS, WHERE IS. Subject to the operational requirements in Section 6.1 above, the City acknowledges the Premises is being surrendered in its AS IS, WHERE IS condition.

6.4 Improvements. All improvements on the Premises shall remain and become the property of City.

6.4 Personal Property; No Assumption of Liabilities. Notwithstanding anything contained herein to the contrary, City is not acquiring, accepting, or assuming ownership of any furniture, fixtures, equipment, inventory, supplies, vehicles, accounts, contracts, licenses, permits, intangible property, or other personal property of Tenant, whether located on the Premises or otherwise, except as expressly agreed by City in a separate written instrument. Tenant shall remove all of its personal property from the Premises on or before the Termination Date unless otherwise approved in writing by City.

City shall not assume, and expressly disclaims and rejects, any liability, obligation, indebtedness, commitment, claim, contract, lease, employee obligation, tax liability, account payable, or other debt or responsibility of Tenant of any kind or nature whatsoever, whether known or unknown, fixed or contingent, accrued or unaccrued, arising before, on, or after the Termination Date. Tenant shall remain solely responsible for the payment, performance, and discharge of all such liabilities and obligations.

No provision of this Agreement, nor the surrender and return of the Premises to City, shall be construed as a merger, consolidation, continuation of Tenant's business, transfer of business operations, purchase of assets, or assumption by City of any liabilities or obligations of Tenant. City shall not be deemed a successor to Tenant for any purpose, and no creditor, claimant, employee, contractor, governmental authority, or other third party shall have any claim against City arising out of or relating to Tenant's business, operations, liabilities, or obligations.

6.5 Environmental Condition. Tenant shall, at its sole cost and expense, ensure that upon the Termination Date the Premises are free from any Hazardous Substances introduced, generated, manufactured, stored, released, discharged, disposed of, transported to, or otherwise caused to be present on the Premises on or after July 5, 2023 by Tenant or its employees, agents, contractors, invitees, subtenants, or licensees (but not otherwise), except in compliance with applicable Environmental Laws and in quantities customarily used in the ordinary operation and maintenance of a golf course. Tenant shall not leave any environmental contamination, pollution condition, underground storage tank, hazardous waste, hazardous material, petroleum product (except for fuel in storage vessels compliant with applicable laws), regulated substance, or other environmental condition requiring investigation, remediation, corrective action, monitoring, reporting, closure, or other response under applicable Environmental Laws that was brought onto

the Premises or created by Tenant or its employees, agents, contractors, invitees, subtenants, or licensees (but not otherwise) on or after July 5, 2023.

VII.

REPRESENTATIONS

7.1 Authority**.** Each Party represents that it has full authority to enter into this Agreement and that all necessary approvals have been obtained.

7.2 No Assignments or Liens**.** Tenant represents and warrants that on or after July 5, 2023 (i) it has not assigned, transferred, pledged, or otherwise encumbered the Lease, in whole or in part, and (ii) has not entered into any subleases, licenses, or other occupancy agreements affecting the Premises. Tenant further represents that there are no liens, claims, security interests, encumbrances, or other interests of any kind granted or created by Tenant on or after July 5, 2023 arising out of or related to Tenant's use or occupancy of the Premises or any improvements thereon ("Tenant Grants and Liens").

7.3 Tenant agrees to indemnify, defend, and hold harmless City from and against any such Tenant Grants and Liens. In the event any Tenant Grant or Lien is asserted, Tenant shall, at its sole cost and expense, promptly cause the same to be released, bonded around, or otherwise removed of record within 10 days after notice from City. If Tenant fails to do so, City shall have the right, but not the obligation, to discharge such lien or claim, and Tenant shall reimburse City for all costs incurred, which amounts may be offset against any sums owed to Tenant under this Agreement.

VIII.

INDEMNIFICATION

8.1 Tenant Indemnity.

8.1.1 To the fullest extent permitted by law, the City shall indemnify, defend, and hold harmless the Tenant, its officers, officials, employees, agents, and representatives from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, costs, and expenses (including reasonable attorney's fees and court costs) arising out of or related to the City's use, occupancy, maintenance, or condition of the Premises on or after to the Termination Date. Notwithstanding this provision, however, nothing herein shall be construed as a waiver of City's sovereign immunity.

8.1.2 Such obligations shall include, without limitation, claims for personal injury, death, property damage, environmental conditions, or violations of applicable laws, to the extent caused by or resulting from the acts or omissions of the City, its

members, managers, officers, employees, contractors, agents, invitees, or any person claiming by, through, or under the City.

8.1.3 This indemnity shall survive the termination of the Lease and this Agreement; provided, however, that the City shall not be obligated to indemnify Tenant to the extent any claim is caused by the sole negligence or willful misconduct of Tenant.

8.2 City Indemnity.

8.2.1 To the fullest extent permitted by law, Tenant shall indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, and representatives from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, costs, and expenses (including reasonable attorney's fees and court costs) arising out of or related to Tenant's use, occupancy, maintenance, or condition of the Premises prior to the Termination Date.

8.2.2 Such obligations shall include, without limitation, claims for personal injury, death, property damage, environmental conditions, or violations of applicable laws, to the extent caused by or resulting from the acts or omissions of Tenant, its members, managers, officers, employees, contractors, agents, invitees, or any person claiming by, through, or under Tenant.

8.2.3 This indemnity shall survive the termination of the Lease and this Agreement; provided, however, that Tenant shall not be obligated to indemnify the City to the extent any claim is caused by the sole negligence or willful misconduct of the City.

IX.

DEFAULT

If either Party fails to perform its obligations under this Agreement, the non-defaulting Party shall have all remedies available at law or in equity.

X.

MISCELLANEOUS PROVISIONS

10.1 City Council Approval. Notwithstanding any provision to the contrary, this Agreement and the obligations of the City hereunder are expressly contingent upon approval by the City Council of the City of Texarkana, Texas on or prior to the Termination Date. In the event such approval is not obtained by the Termination Date, this Agreement shall be of no force or effect, and neither Party shall have any further rights or obligations hereunder, except for any provisions that expressly survive termination. The Parties acknowledge that execution of this Agreement by City staff or officials is subject to and conditioned upon such City Council approval, and no binding obligation on the part of the City shall exist unless and until such approval is granted.

10.2 Texas Public Information Act Compliance. Tenant acknowledges that the City is subject to the requirements of the Texas Public Information Act ("PIA"). Accordingly, this Agreement and any related documents, information, or communications may be subject to public disclosure unless otherwise excepted from disclosure under applicable law.

Tenant agrees that it shall clearly mark any information it believes to be confidential or proprietary at the time such information is provided to the City. However, Tenant acknowledges that the City cannot guarantee the confidentiality of any information and shall have no liability for disclosure of information in compliance with the PIA or pursuant to an order of the Texas Attorney General or a court of competent jurisdiction.

In the event the City receives a request for information that includes materials designated by Tenant as confidential, the City shall provide notice to Tenant in accordance with the PIA, and Tenant shall be responsible for asserting any applicable exceptions to disclosure. Tenant further agrees to indemnify and hold harmless the City from any claims or damages arising out of Tenant's assertion of confidentiality or the City's compliance with the PIA.

10.3 No Waiver of Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental or sovereign immunity available to the City under applicable law. The City expressly reserves all immunities, defenses, and limitations of liability to which it is entitled under the constitution and laws of the State of Texas. The Parties agree that no provision of this Agreement, including any indemnification, payment, or dispute resolution provision, shall be interpreted as an express or implied waiver of the City's governmental immunity from suit or liability.

10.4 Notice. All notices under this Agreement shall be in writing and delivered by hand, certified mail, or email (with delivery receipt attached) to the addresses below:

City:

City of Texarkana, Texas
Attn: City Manager
220 Texas Blvd
Texarkana, Texas 75501
Email: david.orr@texarkanatexas.gov

Tenant:

Texarkana Golf Ranch, LLC
Attn: Brent Hurt
2800 SW 40th St
Cape Coral, Florida 33914
Email: bhurt10@gmail.com

10.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior agreements.

10.6 Amendment. This Agreement may be amended only by written agreement signed by both Parties.

10.7 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue shall lie in Bowie County, Texas.

10.8 Effective Date. This Agreement shall be effective as of the Effective Date first written above.

10.9 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such fact shall not affect the remaining provisions hereof or the application of such provisions to any person or circumstances other than those to which it is held invalid, and in lieu of each such provision, there shall be substituted a new provision as similar as possible to the provision declared invalid, illegal or unenforceable.

10.10 Execution in Counterparts. This Agreement, including facsimile copies of this Agreement, may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In the event facsimile copies of this Agreement are executed, the original signatures shall be compiled and attached to form the original Agreement.

10.11 Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties.

10.12 Waiver. No waiver of any obligation of any Party under this Agreement shall be effective unless set forth in a writing duly executed and delivered by the Party against whom such waiver is sought to be enforced. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of any Party. The failure of one Party to perform or act in any one instance in strict accordance with the terms and provisions of this Agreement in response to or as a result of the other Party's performance or act or nonperformance or non-action pursuant this Agreement shall not constitute a waiver by the one Party of the other Party's future obligation, duty, or act required under this Agreement.

10.13 Other Documents. The City and Tenant agree that they will, at any time and from time to time after the Termination Date, upon the reasonable request of the other Party, execute, acknowledge, and deliver all such further assignments, transfers, and other documents as may be reasonably required to effectuate the purposes and intents of this Agreement.

10.14 Authority. Each Party represents and warrants to the other that it has the full right, power and authority to enter into this Agreement (including the exhibits attached hereto), and any and all consents of any person or entity required for such Party to enter into this and perform its obligations under this Agreement (including the exhibits attached hereto) have been obtained.

10.15 Brokerage. Tenant and the City represent and warrant to each other, respectively, that they have had no dealings with any broker or agent in connection with this Agreement. Each Party covenants to indemnify and defend the other, pay, hold harmless from and against any and all costs, expense or liability for any compensation, commissions, and charges claimed by any broker or agent claiming through or under such Party, with respect to this Agreement or the negotiation thereof arising from a breach of the foregoing warranty.

10.16 Interpretation. The Parties acknowledge and agree that they have had the opportunity to have this Agreement reviewed by their own independent counsel, and therefore agree that this Agreement shall be deemed to have been jointly drafted and shall not be construed in favor or against either Party.

10.17 No Third Party Beneficiaries. The Parties acknowledge and agree that this Agreement is intended to be for the benefit of the Parties only, and that there are no third party beneficiaries of this Agreement.

SIGNATURES:

TENANT:

TEXARKANA GOLF RANCH, LLC

By: _____ _____
Clifton B. Hurt, Member Date

CITY:

CITY OF TEXARKANA, TEXAS

By: _____ _____
Dr. David Orr, City Manager Date

ATTESTED TO BY:

_____
Jennifer Evans, City Secretary

EXHIBIT A

PREMISES
(See Attached)

EXHIBIT B

Lease Termination and Release

This Lease Termination Acknowledgement (this "Agreement") is entered into this ___ day of ____, 2026 by and between the City of Texarkana, Texas, a home-rule municipality ("City"), and Texarkana Golf Ranch, LLC, a Texas limited liability company ("Tenant"). City and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, City and Tenant entered into that certain Lease Buyout Agreement, dated _____, 2026 (the "Lease Buyout"); and

WHEREAS, pursuant to the terms of the Lease Buyout, the parties are to enter into this Agreement at the closing of the Lease Buyout transaction.

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

1. Lease Termination. The Parties agree that the Lease, as defined in the Lease Buyout is hereby terminated effective as of the date of this Agreement and shall hereafter be of no further force or effect, except for those provisions in the Lease which by their express terms or by their nature are intended to survive termination.

2. Release. Both Parties **hereby do release, discharge, waive, relinquish, and covenant not to sue** with respect to any and all claims, debts, causes of action, demands, suits, expenses, or damages of whatsoever nature or kind, whether heretofore or hereafter occurring, or whether known or unknown, and which are directly or indirectly attributable to the Lease (collectively, the "Claims"). It is the intention of the parties hereto that the Parties **hereby release, discharge, waive, relinquish, and covenant not to sue** the other with respect to any of the aforementioned on its own behalf, as well as on behalf of Claims that may be raised by third parties acting by, through or under such Party.

3. Counterparts. This Agreement, including facsimile copies of this Agreement, may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In the event facsimile copies of this Agreement are executed, the original signatures shall be compiled and attached to form the original Agreement.

[Signatures on Following Page]

TENANT:

TEXARKANA GOLF RANCH, LLC

By: _____ _____
Clifton B. Hurt, Member Date

CITY:

CITY OF TEXARKANA, TEXAS

By: _____ _____
Dr. David Orr, City Manager Date

City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☒	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☒	Provide Leadership through Regional Partnership Opportunities
	☒	Foster Proactive Communication to the Community
	☒	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☒	Maintain Fiscal Strength with Integrity
	☒	Maximize Accountability & Resource Utilization
	☒	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture
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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☒	None Required	☐	
Other:			

City of Texarkana, Texas

VIII.2

Briefing Sheet

Department: Development Services **Action Officer:** Laura Puckett, Zoning Administrator

Subject: Ordinance No. 2026-097 rezoning on an approximate 7.497-acre tract of land (being Tract 98B), M.H. Janes HRS, A-305, located at 8000 Hampton Road (Ward 5) from Single Family-2 to Industrial-2. Gary Henderson, MetalMax, LLC, owner.

Briefing: 6/8/2026 **Public Hearing:** 7/13/2026 **Council Vote:** 7/13/2026

Item Schedule:

Brief once.

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Gary Henderson MetalMax, LLC, owner, to rezone on an approximate 7.497-acre tract of land (being Tract 98B), M.H. Janes HRS, A-305, located at 8000 Hampton Road from Single Family-2 to Industrial-2. This parcel was annexed as Single Family-2 and was not changed to meet the use.

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

The adjacent zoning is Commercial to the east and west, Single Family-2 to the east and north, Interstate 30 is south. The adjacent land use is vacant land to the north, and west trucking company east and I-30 to the south.

Staff recommend for approval of this request.

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

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

Potential Options:

Approved.

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commssion unanimously recommend approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

June 1, 2026

ORDINANCE NO. 2026-097

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING ON AN APPROXIMATE 7.497-ACRE TRACT OF LAND (BEING TRACT 98B), M.H. JANES HRS, A-305, LOCATED AT 8000 HAMPTON ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-2 TO INDUSTRIAL-2; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone **on an approximate 7.497-acre tract of land (being Tract 98B), M.H. Janes HRS, A-305 (EXH 'A'), located at 8000 Hampton Road,** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Industrial-2**; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted five (5) to zero (0) to recommend for approval** of the application for **rezoning from Single Family-2 to Industrial-2 on an approximate 7.497-acre tract of land (being Tract 98B), M.H. Janes HRS, A-305 (EXH 'A'), located at 8000 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, applicants agreed to amend the application from **Single Family-2 to Industrial-2**; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-2 to Industrial-2** is in the best interest of the public health, safety, morals, and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone **on an approximate 7.497-acre tract of land (being Tract 98B), M.H. Janes HRS, A-305 (EXH 'A'),**

located at 8000 Hampton Road in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Industrial-2.**

SECTION 2: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

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

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **13th day of July, 2026.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.

General Warranty Deed

Date: November 14, 2012

Grantor: Texarkana Metal Building Supply, Inc., a corporation

Grantor's Mailing Address: 8000 Hampton Road, Texarkana, Texas 75503

126046 MS

Grantee: Metalmax, LLC, a limited liability company

Grantee's Mailing Address: P.O. Box 331973, Murfreesboro Rutherford County, Tennessee 37133

Consideration: Ten Dollars ($10.00) and other valuable consideration

Property (including any improvements):

Real Property:

All that certain tract or parcel of land situated in the M. H. JANES HEADRIGHT SURVEY, A-305, Bowie County, Texas, being a portion of a certain 23.727 acre tract of land designated as Tract Two in a Warranty deed from Joann Norton to the Texarkana Chamber of Commerce, dated October 26, 1987, of record in Volume 1098, Page 171, Real Property Records of Bowie County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron pin found at the Southwest corner of a certain 14.072 acre tract of land conveyed by Aven C. Williamson to Murray, Thomas & Griffin, Inc., said point being on the North line of a certain 1.1444 acre tract designated as Tract Two in a Deed from the Texarkana Chamber of Commerce to Bowie County Texas, dated August 11, 1997 of record in Volume 2722 Page 149, Real Property Records, Bowie County, Texas;

THENCE N 84 deg. 03' 58" W., with the North line of said 1.1444 acre tract, 240.07 feet to a 1/2" iron pin set at the beginning of a curve to the left;

THENCE Northwesterly, along the arc of a curve having a radius of 984.93 feet, a central angle of 2 deg. 18' 09" an arc distance of 39.58, chord N 85 deg. 13' 03" W., 39.58 feet to a 1/2" iron pin set at the end of said curve;

THENCE N 86 deg. 22' 08" W., 86.85 feet to a 1/2" iron pin set at the Northwest corner of said 1.1444 acre tract, said point being on the East right-of-way line of a railroad spur tract owned by Texarkana Industries, Inc. of record in Volume 354, Page 517, Deed Records, Bowie County, Texas, said point also being on the West line of said 23.727 acre tract;

THENCE N 03 deg. 43' 30" E., with the East right-of-way line of said railroad spur, same being the West line of said 23.727 acre tract, 192.68 feet to a 1/2" iron pin set at the

beginning of a curve to the left;
THENCE Northwesterly, with the West line of said 23.727 acre tract, same being the East right-of-way line of said spur tract, same being along the arc of a curve having a radius of 1945.08 feet a central angle of 21 deg. 13' 43", an arc distance of 720.67 feet, chord N 06 deg. 54' 58" W., 716.56 feet to a 1/2" iron pin set at the Northwest corner of said 23.727 acre tract;
THENCE S 88 deg. 10' 37" E., with the North line of said 23.727 acre tract, 510.89 feet to a 1/2" iron pin found at the Northwest corner of said Murray, Thomas & Griffin, Inc., 14.072 acre tract;
THENCE S 04 deg. 28' 08" W., with the West line of said 14.072 acre tract, 923.79 feet to the PLACE OF BEGINNING, containing 8.497 acres of land, more or less.

SAVE AND EXCEPT 1.000 acre of land, more or less, as fully described in Deed dated February 27, 2007, executed by Texarkana Metal Building Supply, Inc., to Ronald W. Dawson and wife, Gwen S. Dawson of record in Volume 5117, Page 264, Real Property Records of Bowie County, Texas.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: None.

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

When the context requires, singular nouns and pronouns include the plural.

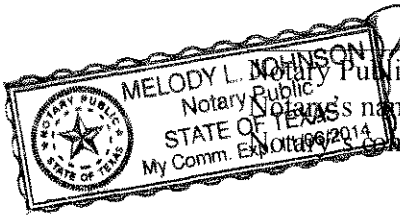
EXECUTED this 14 day of Nov, 2012

Texarkana Metal Building Supply, Inc.

By: _____
Name: _____
Title: President

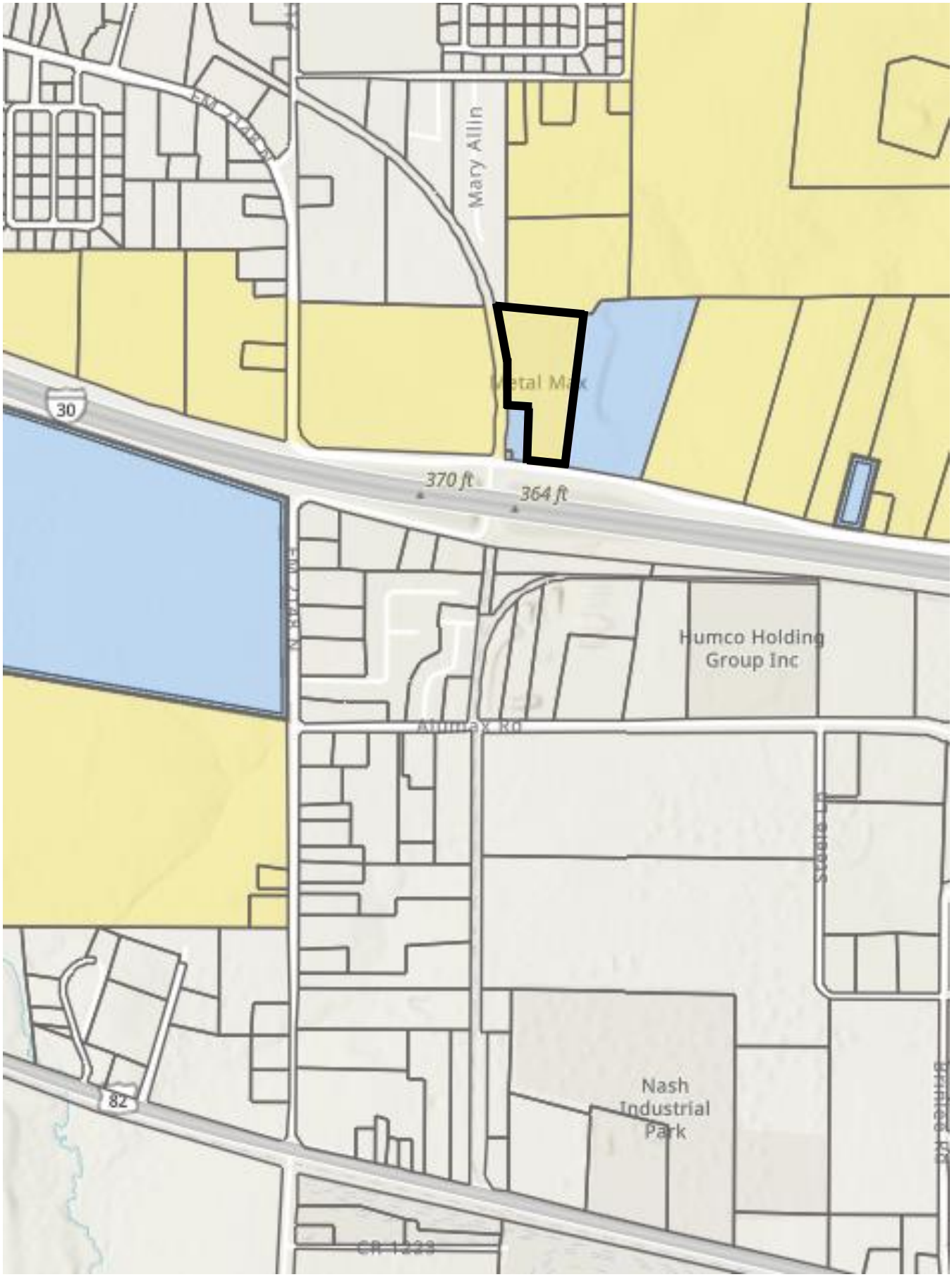
THE STATE OF TEXAS §
§
COUNTY OF BOWIE §

This instrument was acknowledged before me on the 14 day of November, 2012, by Ronald Dawson, as President of Texarkana Metal Building Supply, Inc., a Texas corporation, on behalf of said Texas corporation.



Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

8000 Hampton Road



8000 Hampton Road



City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☐	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☐	Foster Proactive Communication to the Community
	☐	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☐	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture
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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			

City of Texarkana, Texas

VIII.3

Briefing Sheet

Department: Development Services **Action Officer:** Laura Puckett, Zoning Administrator

Subject: Ordinance No. 2026-098 rezoning an approximate 1.18-acre tract of land (being Tract 7A), City Improvement Co Annex, GPM Store #LB22, located at 4102 W 7th Street (Ward 2) from Single Family-2 to Industrial-1. Mark Wilson, SVP, owner, and Michael Scarbrough, agent.

Briefing: 6/8/2026 **Public Hearing:** 7/13/2026 **Council Vote:** 7/13/2026

Item Schedule:

Brief once.

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Mark Wilson, SVP, owner, and Michael Scarbrough, agent to rezone on an approximate 1.18-acre tract of land (being Tract 7A), City Improvement Co Annex, GPM Store #LB22, located at 4102 W 7th Street from Single Family-2 to Industrial-1. This parcel was annexed as Single Family-2 and was not changed to meet the use.

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

The adjacent zoning is Industrial-1 to the west, east and south, and Single Family-2 to the north. The adjacent land use is vacant land to the west, south, and north, and retail to the east.

Staff recommend for approval of this request.

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

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

Potential Options:

Approved.

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommend approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

June 1, 2026

ORDINANCE NO. 2026-098

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 1.18-ACRE TRACT OF LAND (BEING TRACT 7A), CITY IMPROVEMENT CO ANNEX, GPM STORE #LB22, LOCATED AT 4102 W 7TH STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-2 TO INDUSTRIAL-1; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone **on an approximate 1.18-acre tract of land (being Tract 7A), City Improvement Co Annex, GPM Store #LB22 (EXH 'A'), located at 4102 W 7th Street,** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Industrial-1**; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted five (5) to zero (0) to recommend for approval** of the application for **rezoning from Single Family-2 to Industrial-1 on an approximate 1.18-acre tract of land (being Tract 7A), City Improvement Co Annex, GPM Store #LB22 (EXH 'A'), located at 4102 W 7th Street** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicants agreed to amend the application from **Single Family-2 to Industrial-1**; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-2 to Industrial-1** is in the best interest of the public health, safety, morals, and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone **on an**

approximate 1.18-acre tract of land (being Tract 7A), City Improvement Co Annex, GPM Store #LB22 (EXH 'A'), located at 4102 W 7th Street in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Industrial-1.**

SECTION 2: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

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

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **13th day of July, 2026.**

ATTEST:

_____	_____
JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Exhibit A

Rezoning Description

The following is not to be used for transfer of property, it is only intended to describe Parcel ID 03900000800 for Rezoning purposes. Being a tract of land within the Railway Company Headright Survey, Abstract 435 and a part of the property described as Tract 3 in Deed 2018-00007200;

Beginning at the Northwest corner of said Tract 3; Thence North 88°45’43” East along the south line of Archie C. Lashford and Kirk Patton as described in Volume 1778 Page 278, a distance of 144.84 feet; Thence South 03°42’59” East, along the west line of Dunbar Addition Block 1 and Block 2 as described in Volume 40 Page 204, a distance of 332.29 feet; Thence South 78°37’50” West along the northerly right-of-way line of W. 7th Street (U.S. Hwy 67), a distance of 152.70 feet; Thence North 02°39’30” West along the east line of said Lashford/Patton, a distance of 358.96 feet to the Point of Beginning.

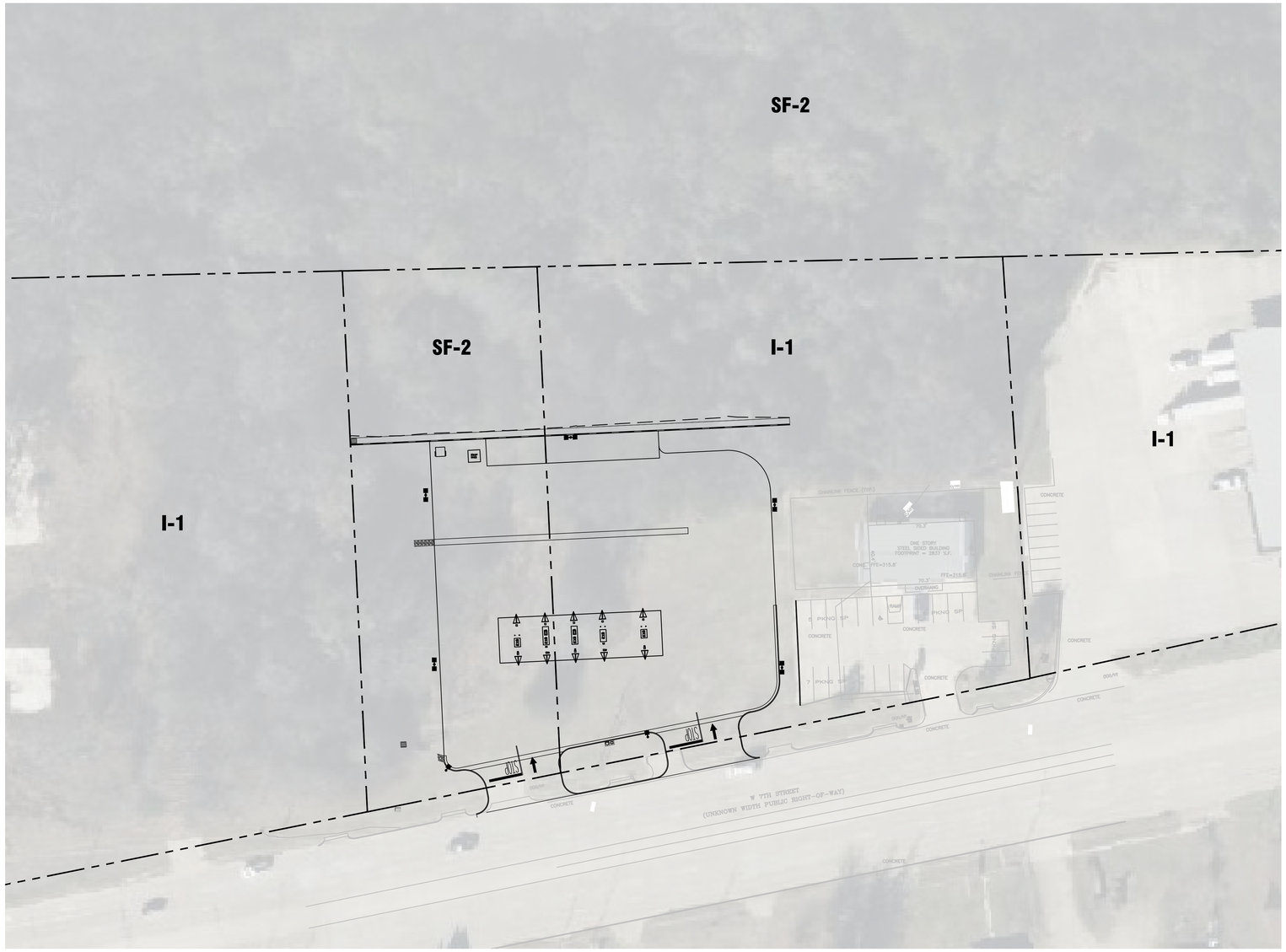
Containing 1.174 Acres, more or less.

4102 W 7th Street



4102 W 7th Street





PROPOSED LEGEND:

PROPERTY LINE

PROPOSED CONCRETE CURB AND GUTTER

EDGE OF PAVEMENT

PARCEL DATA		
	S.F.	ACRES
PARCEL AREA	±143662	±3.30
PARKING REQUIRED	MINIMUM 6 SPACES	
PARKING PROVIDED	N/A	
ZONING	I-1 (INDUSTRIAL)	
SETBACKS		
FRONT:	25'	
SIDE	10'	
REAR	10'	
LANDSCAPE BUFFER	N/A	

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

www.greenbergfarrow.com
4695 MacArthur Court
Suite 1450
Newport Beach, CA 92660
t: 949 296 0450

COPYRIGHT NOTICE
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PROJECT TEAM

ISSUE/REVISION RECORD

PROFESSIONAL SEAL

PROFESSIONAL IN CHARGE
ZACH MICHELS
PROJECT MANAGER
BAHAREH SEHATZADEH P.E
QUALITY CONTROL
BAHAREH SEHATZADEH P.E
DRAWN BY
SHIORI KAWAGUCHI

PROJECT NAME

CARD LOCK TEXARKANA

4002 W. 7TH ST.
TEXARKANA, TX
75501

GPM INVESTMENTS, LLC

8565 Magellan Parkway
Suite 400
Richmond, Virginia 23227
www.gpminvestments.com

PROJECT NUMBER
20251105.0

SHEET TITLE

ZONING EXHIBIT EX-100

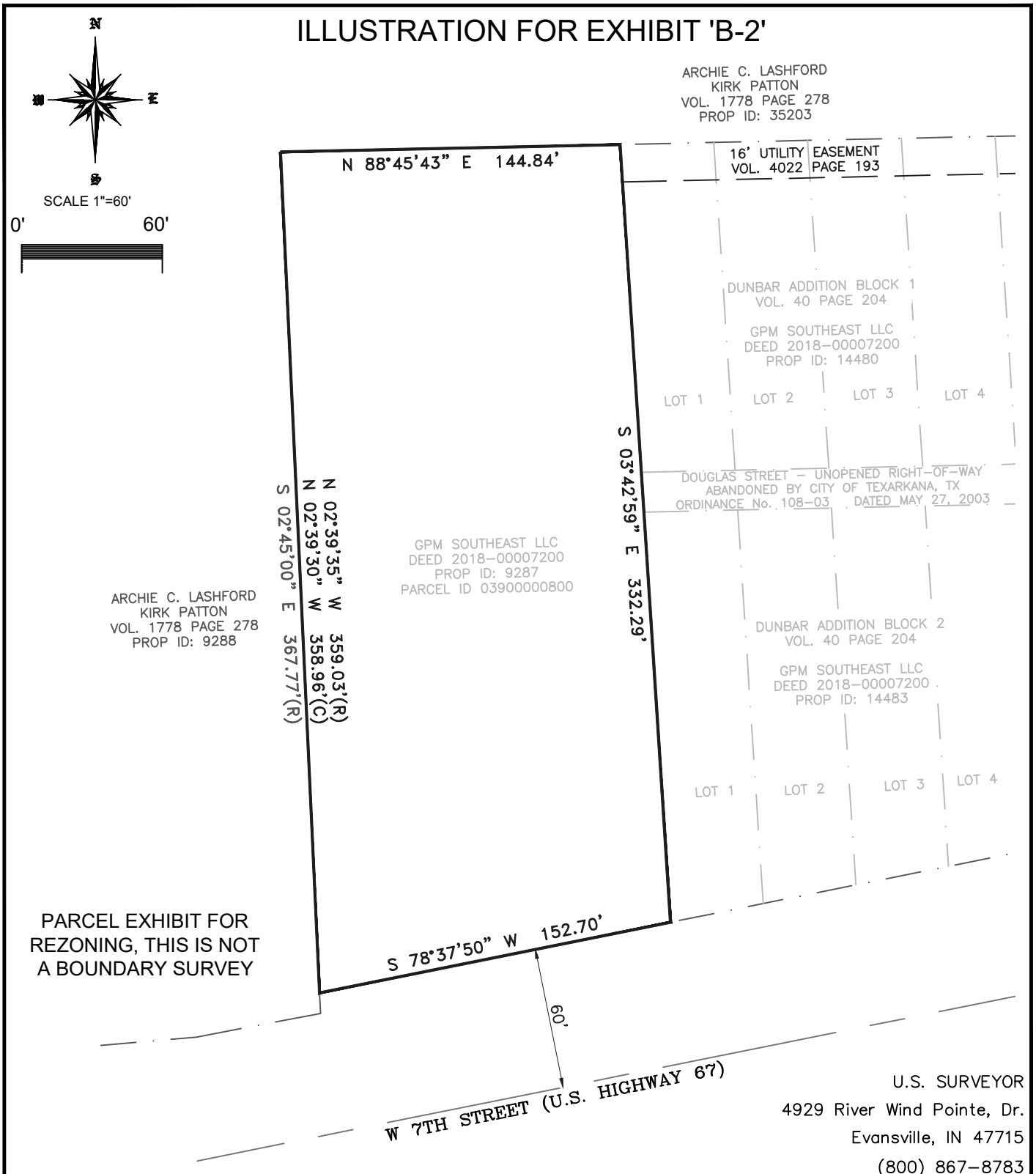
SHEET NUMBER

C3.1

NOT ISSUED FOR CONSTRUCTION

Drawing Name: P:\20251\20251105\BIM Construction Documents - Civil_Current Drawings\20251105 C3.0 Site Plan.dwg Last Modified: Apr 24, 2026 - 3:28pm Plotted on: Apr 24, 2026 - 3:29pm by dtreder

ILLUSTRATION FOR EXHIBIT 'B-2'



U.S. SURVEYOR
4929 River Wind Pointe, Dr.
Evansville, IN 47715
(800) 867-8783

TEXARKANA, BOWIE COUNTY, TEXAS			EXHIBIT "A-2" GRAPHICAL DISPLAY TO ACCOMPANY REZONING DESCRIPTION
DRAWN BY: MJF	SCALE: 1" = 60'	SHEET: 1 OF 1	
CHECKED BY: MJF	DATE: 05/11/2026	JOB NUMBER: ss57402	

City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☐	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☐	Foster Proactive Communication to the Community
	☐	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☐	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture
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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			

City of Texarkana, Texas

VIII.4

Briefing Sheet

Department: Development Services **Action Officer:** Laura Puckett, Zoning Administrator

Subject: Ordinance No. 2026-099 rezoning on Lots 9-10, Block 19, West Texarkana, located at 2308 W 11th Street (Ward 2) from Single Family-2 to Single Family-3. Tiffany Holt, owner.

Briefing: 6/8/2026 **Public Hearing:** 7/13/2026 **Council Vote:** 7/13/2026

Item Schedule:

Brief once.

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Tiffany Holt, owner, to rezone Lots 9-10, Block 19, West Texarkana, located at 2308 W 11th Street from Single Family-2 to Single Family-3. This parcel is vacant land.

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

The adjacent zoning is Single Family-2 to the north, south, east, and west. The adjacent land use is vacant land to the north, and residences to the east and west.

Staff recommend for approval of this request.

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

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

Potential Options:

Approved.

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend for approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommend approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

June 1, 2026

ORDINANCE NO. 2026-099

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING ON LOTS 9-10, BLOCK 19, WEST TEXARKANA, LOCATED AT 2308 W 11TH STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-2 TO SINGLE FAMILY-3; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone **on Lots 9-10, Block 19, West Texarkana, located at 2308 W 11th Street,** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Single Family-3**; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted five (5) to zero (0) to recommend for approval** of the application for **rezoning from Single Family-2 to Single Family-3 on Lots 9-10, Block 19, West Texarkana, located at 2308 W 11th Street** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicants agreed to amend the application from **Single Family-2 to Single Family-3**; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-2 to Single Family-3** is in the best interest of the public health, safety, morals, and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone **on Lots 9-10, Block 19, West Texarkana, located at 2308 W 11th Street** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Single Family-3.**

SECTION 2: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

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

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **13th day of July, 2026.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

2308 W 11th Street



2308 W 11th Street



City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☐	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☐	Foster Proactive Communication to the Community
	☐	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☐	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture
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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			

City of Texarkana, Texas

VIII.5

Briefing Sheet

Department: Development Services **Action Officer:** Laura Puckett, Zoning Administrator

Subject: Ordinance No. 2026-100 granting a Specific Use Permit to allow the location of a HUD code manufactured home on Lots 9-10, Bock 19, West Texarkana, located at 2308 W 11th Street (Ward 2). Tiffany Holt, owner.

Briefing: 6/8/2026 **Public Hearing:** 7/13/2026 **Council Vote:** 7/13/2026

Item Schedule:

Brief once.

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request from Tiffany Holt, owner, for a Specific Use Permit to allow the location of a HUD code manufactured home on Lots 9-10, Block 19, West Texarkana, located at 2308 W 11th Street.

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

The adjacent zoning is Single Family-2 to the north, south, east, and west. The adjacent land use is vacant land to the north, and residences to the east and west.
Staff recommend approval of this request with the following stipulations:

1. That one 2021 or newer HUD code manufactured home be allowed on this property.
2. That the HUD code manufactured home be tied down/skirted/underpinned.
3. That the HUD code manufactured home be used for dwelling purposes only, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner’s responsibility to renew this permit.
5. If the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana,

Texas codes.

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

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

Potential Options:

Approved.

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

June 1, 2026

ORDINANCE NO. 2026-100

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 SPECIFIC USE PERMIT NO. S-830 FOR THE LOCATION OF A HUD CODE MANUFACTURED HOME ON LOTS 9-10, BLOCK 19, WEST TEXARKANA, LOCATED AT 2308 W 11TH STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a HUD code manufactured home on **Lots 9-10, Block 19, West Texarkana, located at 2308 W 11th 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 five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a HUD code manufactured home** on said property; and

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

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-830 to allow the location of a HUD code manufactured home on Lots 9-10, Block 19, West Texarkana, located at 2308 W 11th Street**, in the City of Texarkana, Bowie County, Texas.

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

1. That one 2021 or newer HUD code manufactured home be allowed on this property.

2. That the HUD code manufactured home be tied down/skirted/underpinned.
3. That the HUD code manufactured home be used for dwelling purposes only and human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

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

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

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

PASSED AND APPROVED in Regular Council Session on this the **13th day of July, 2026.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

2308 W 11th Street



2308 W 11th Street



City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☐	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☐	Foster Proactive Communication to the Community
	☐	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☐	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture
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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			

City of Texarkana, Texas

VIII.6

Briefing Sheet

Department: Development Services **Action Officer:** Laura Puckett, Zoning Administrator

Subject: Ordinance No. 2026-101 rezoning on Part of Lots 1-7, All of 8-14, Part of 5 & 6 Cowtown Materials Inc., an approximate 1.87-acre tract of land (being Tract 3 4), Krouse 1st (TXKA), located at 1521 Beaumont Street (Ward 1) from Single Family-2 to Industrial-2. Robert Torrans, owner, and Vance Liles, MTG Engineers and Surveyors, agent.

Briefing: 6/8/2026 **Public Hearing:** 7/13/2026 **Council Vote:** 7/13/2026

Item Schedule:

Brief once.

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Robert Torrans, owner, and Vance Liles, MTG Engineers and Surveyors, agent, to rezone on Pt Lots 1-7, All of 8-14, Pt 5 & 6 Cowtown Materials Inc., an approximate 1.87-acre tract of land (being Tract 3 4), Krouse 1st (TXKA), located at 1521 Beaumont Street from Single Family-2 to Industrial-2.

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

The adjacent zoning is Industrial-2 to the north, and west, railroad east, and Single Family-2 south. The adjacent land use is vacant land to the north, vacant land west and south, and railroad to the east.

Staff recommend for approval of this request.

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

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

Potential Options:

Approved.

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommend approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

June 1, 2026

ORDINANCE NO. 2026-100

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 SPECIFIC USE PERMIT NO. S-830 FOR THE LOCATION OF A HUD CODE MANUFACTURED HOME ON LOTS 9-10, BLOCK 19, WEST TEXARKANA, LOCATED AT 2308 W 11TH STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a HUD code manufactured home on **Lots 9-10, Block 19, West Texarkana, located at 2308 W 11th 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 five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a HUD code manufactured home** on said property; and

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

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-830 to allow the location of a HUD code manufactured home on Lots 9-10, Block 19, West Texarkana, located at 2308 W 11th Street**, in the City of Texarkana, Bowie County, Texas.

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

1. That one 2021 or newer HUD code manufactured home be allowed on this property.

2. That the HUD code manufactured home be tied down/skirted/underpinned.
3. That the HUD code manufactured home be used for dwelling purposes only and human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

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

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

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

PASSED AND APPROVED in Regular Council Session on this the **13th day of July, 2026.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

2025-00003188 DEED Total Pages: 2

2026-101 EXH 'A'
Z-26-18

Form A360

WARRANTY DEED

THIS WARRANTY DEED executed this 31st day of March , 2025

by first party, International Warehousing & Distribution Co., Inc.

whose post office address is 3800 Picoma Drive, Texarkana, TX 75501

to second party, Commercial Moving & Storage Co., Inc.

whose post office address is 3800 Picoma Drive, Texarkana, TX 75501

WITNESSETH, That the said first party, for good consideration and for the sum of Ten & No/100 Dollars ($ 10.00) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and transfer unto the said second party forever with warranty covenants, all the right, title, interest and claim which the said first party has in and to the following described parcel of land and improvements and appurtenances thereto in the County of Bowie , State of Texas , to wit: all that certain tract of parcel of land situated in the City of Texarkana, Bowie County, Texas and being part of the Jacob Carsner Headright Survey, and also a part of the Krouse First Addition, recorded in Volume 40 page 138 of the Deed Records of Bowie County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a rail end set in the Southwest corner of Block 3 of Krouse 1st Addition in the East right off way line of Beaumont Street, also being the North Boundary line of the Cotton Belt Roundhouse Addition.

THENCE: East with the South line of Block 3, same being in the North line of said Cotton Belt Roundhouse Addition 180.42 feet to an iron pipe for corner in said line, said point being in the West right of way line of the Kansas City Southern Railway Co.; THENCE N 25~ 44'07" E, with the West right of way of said Railroad same being the East line of Krouse 1st Addition 417.43 feet to an iron pipe for corner in said line;

THENCE: N 64~ 02'51" W, along a fence line, 121.73 feet to an iron pipe for corner;

THENCE: S 25~ 25' W, along a fence line 205.08 feet to an iron pipe for corner;

THENCE: N 82~ 24'24" W, 165.65 feet to an iron pipe for corner in the East right of way line of Beaumont Street;

THENCE: South with the East right of way line of Beaumont St. 265.98 feet to the PLACE OF BEGINNING and containing 1.87 acre of land, more or less.

AND the first party hereby covenants with said second party that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the adverse claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Witness

Witness

First Party Robert Torrans

Second Party

DEMITA TORRANS
My Notary ID # 10144827
Expires May 11, 2027

State of Texas }
County of Bowie

On 4/1/2025 before me, Robert Torrans, appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Affiant X Known X Produced ID
Type of ID TX Driver's License
(Seal)

UNOFFICIAL COPY

E-Z Legal Forms A360

WARRANTY DEED

International Warehousing & Distribution Co., Inc.

To

Commercial Moving & Storage Co., Inc.

DATED: 4/1/2025

THE STATE OF TEXAS

COUNTY OF BOWIE

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

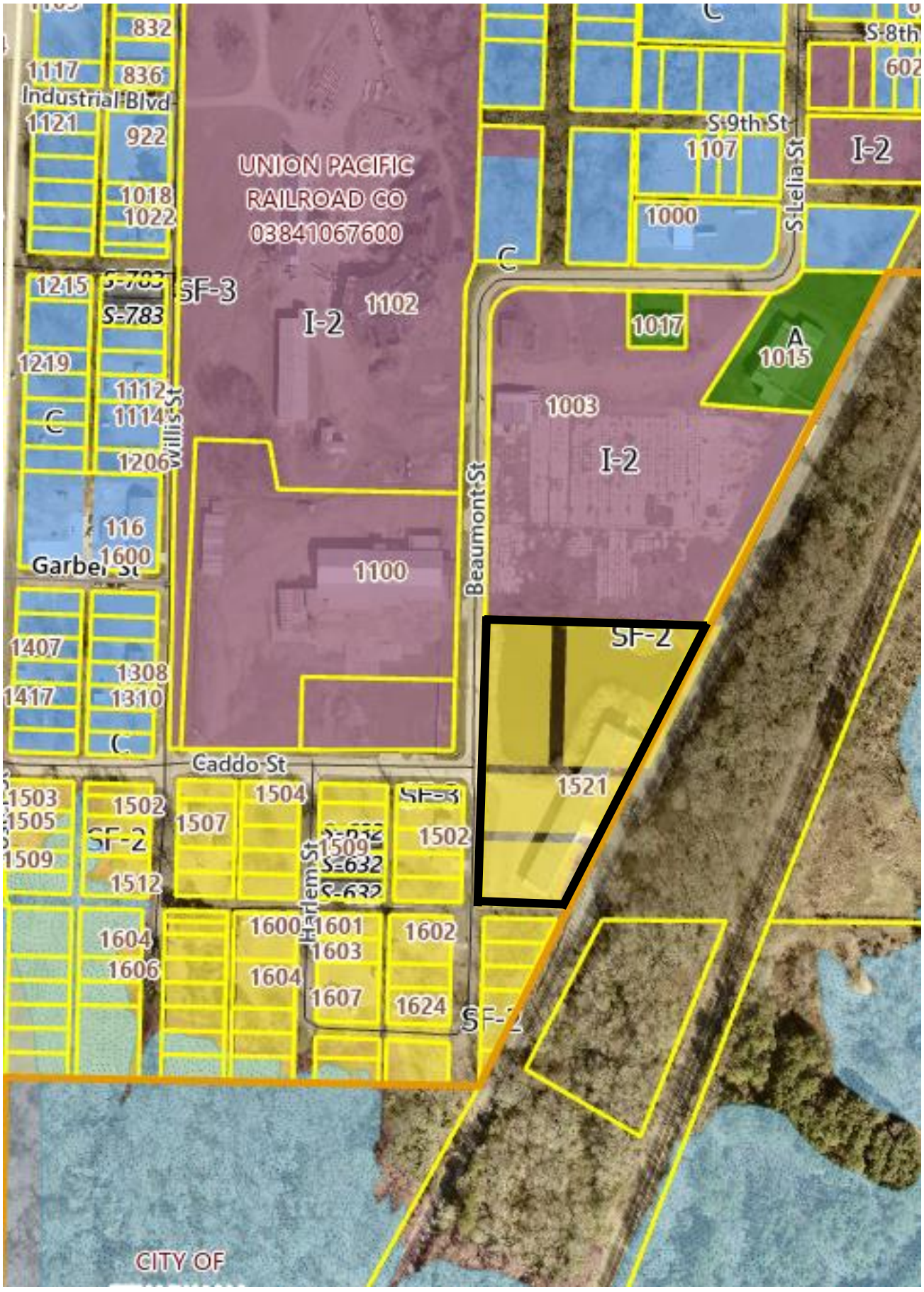
2025-00003188 DEED
04/04/2025 09:56:08 AM Total Fees: $25.00

Tina Petty, County Clerk
Bowie County, Texas

Unofficial Copy

Z-26-18

1521 Beaumont



Z-26-18

1521 Beaumont



Planning and Zoning Commision,

I received the notice of proposed rezoning of 1521 Beaumont Street. I am the owner of 1702 Baumont Street, property ID Number 78677.

I strongly oppose this change of zoning to Industrial-2.

Please keep me up to date on these proceedings.

Bruce Gladstone

Bruce M Gladstone 5-27-26

City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☐	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☐	Foster Proactive Communication to the Community
	☐	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☐	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture
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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			

City of Texarkana, Texas

VIII.7

Briefing Sheet

Department: Development Services **Action Officer:** Laura Puckett, Zoning Administrator

Subject: Ordinance No. 2026-102 rezoning on a 1.18-acre tract of land, Jacob Carsner HRS, A-116, located at 1015 S Lelia Street (Ward 1) from Agriculture to Industrial-2. Robert Torrans, owner, and Vance Liles, MTG Engineers and Surveyors, agent.

Briefing: 6/8/2026 **Public Hearing:** 7/13/2026 **Council Vote:** 7/13/2026

Item Schedule:

Brief once.

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Robert Torrans, owner, and Vance Liles, MTG Engineers and Surveyors, agent, to rezone on a 1.18-acre tract of land, Jacob Carsner HRS, A-116, located at 1015 S Lelia Street from Agriculture to Industrial-2.

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

The adjacent zoning is Industrial-2 to the west, and south, Commercial north, and railroad to the east. The adjacent land use is vacant land to the north, west and south, and railroad to the east.

Staff recommend for approval of this request.

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

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

Potential Options:

Approved.

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommend approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

June 1, 2026

ORDINANCE NO. 2026-102

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING ON A 1.18-ACRE TRACT OF LAND, JACOB CARSNER HRS, A-116, LOCATED AT 1015 S LELIA STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM AGRICULTURE TO INDUSTRIAL-2; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone **on a 1.18-acre tract of land, Jacob Carsner HRS (EXH 'A'), A-116, located at 1015 S Lelia Street,** in the City of Texarkana, Bowie County, Texas, from **Agriculture to Industrial-2**; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted five (5) to zero (0) to recommend for approval of the application for rezoning from Agriculture to Industrial-2 on a 1.18-acre tract of land, Jacob Carsner HRS, A-116 (EXH 'A'), located at 1015 S Lelia Street** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicants agreed to amend the application from **Agriculture to Industrial-2**; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Agriculture to Industrial-2** is in the best interest of the public health, safety, morals, and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone **on a 1.18-acre tract of land, Jacob Carsner HRS, A-116 (EXH 'A'), located at 1015 S Lelia Street** in the City of Texarkana, Bowie County, Texas, from **Agriculture to Industrial-2.**

SECTION 2: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

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

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **13th day of July, 2026.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Form A360

WARRANTY DEED

THIS WARRANTY DEED executed this 31st day of March, 2025, 19

by first party, International Warehousing & Distribution Co., Inc.

whose post office address is 3800 Picoma Drive, Texarkana, TX 75501

to second party, Commercial Moving & Storage Co., Inc.

whose post office address is 3800 Picoma Drive, Texarkana, TX 75501

WITNESSETH, That the said first party, for good consideration and for the sum of Ten & No/100 Dollars ($ 10.00) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and transfer unto the said second party forever with warranty covenants, all the right, title, interest and claim which the said first party has in and to the following described parcel of land and improvements and appurtenances thereto in the County of Bowie, State of Texas, to wit: All those certain tracts or parcels of land situated in Bowie County, Texas being out of a ten acre tract in the Jacob Carsner Headright Survey, and being a portion of the three tracts of land conveyed from Commercial Investment Company to Harrel H. Whiseant,Sr. and wife, Patsy A. Whiseant by Special Warranty Deed dated November 29, 1990, and being particularly described as follows: TRACT ONE: BEGINNING at a set 1/2" rebar 35 feet South and South 89 deg. 56' 25" East 307.70 feet from the Northwest corner of Block W in the Jacob Carsner Headright Survey, said Point of Beginning also being on the South R/W of Lelia Street. THENCE: South 29deg. 21'17' West, 237.59 feet to a set 1/2" rebar for corner; THENCE South 28 deg. 53'04" West 33.98 feet to a hole in a concrete slab for corner; THENCE South 89 deg. 32'00" East, 225.30 feet to a set 1/2" rebar on the West boundary line of the Texarkana and Fort Smith Railroad; THENCE North 26 deg. 15'00" East, 265.18 feet with the West boundary line of the Texarkana and Fort Smith Railroad to a set1/2" rebar on the South R/W of Lelia Street. THENCE North 89 deg. 56'25" West, 209.56 feet with the South R/W of Lelia St. to the POINT OF BEGINNIN, CONTAINING 1.188 acres, more or less and being a portion of the same land surveyed by E.G. Bradham and John Barnett et ux to Southern Packing Company.
TRACT TWO: Lots Numbered One (1), Two (2), Three (3) and Four (4) In Block Numbered Five (5) of FACTORY HEIGHTS ADDITION to the City of Texarkana, Texas. SAVE AND EXCEPT: The West 5.00 feet of Lot 4 to the City of Texarkana, Texas dated November 8, 1990, and recorded in Volume 1552, Pages 107-109, Real Property Records of Bowie County, Texas.

AND the first party hereby covenants with said second party that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the adverse claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Witness

Witness

First Party Robert Torrans

Second Party Robert Torrans

State of Texas }
County of Bowie

On 4/1/2025 before me,

DEMITA TORRANS
My Notary ID # 10144827
Expires May 11, 2027

appeared Robert Torrans
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature

Affiant x Known x Produced ID
Type of ID TX Driver's License

(Seal)

UNOFFICIAL COPY

E-Z Legal Form A360

WARRANTY DEED

International Warehousing
& Distribution Co., Inc.

To

Commercial Moving &
Storage Co., Inc.

DATED: 4/1/2025

THE STATE OF TEXAS

COUNTY OF BOWIE

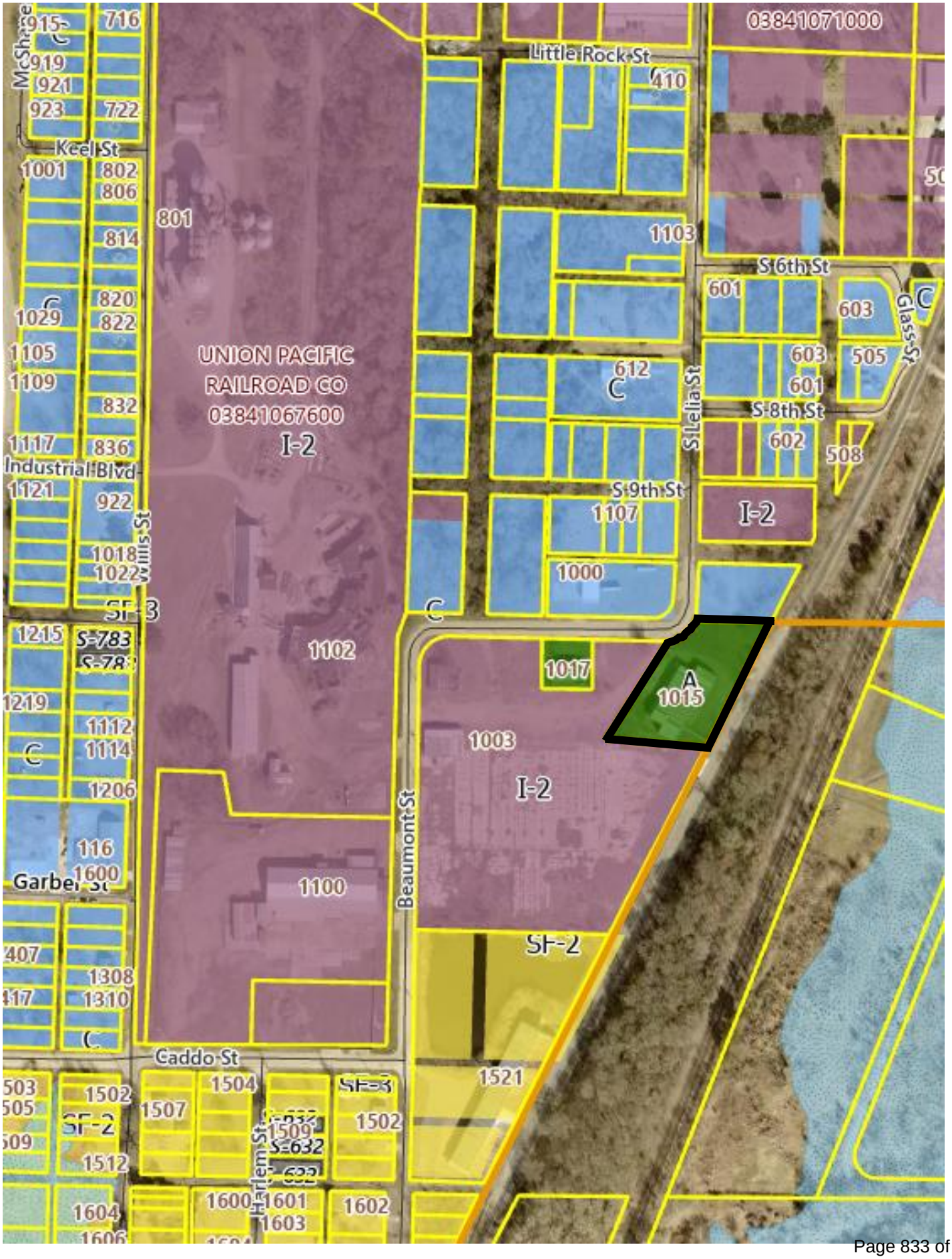
I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Bowie County, Texas.

2025-00003189 DEED
04/04/2025 09:56:08 AM Total Fees: $25.00

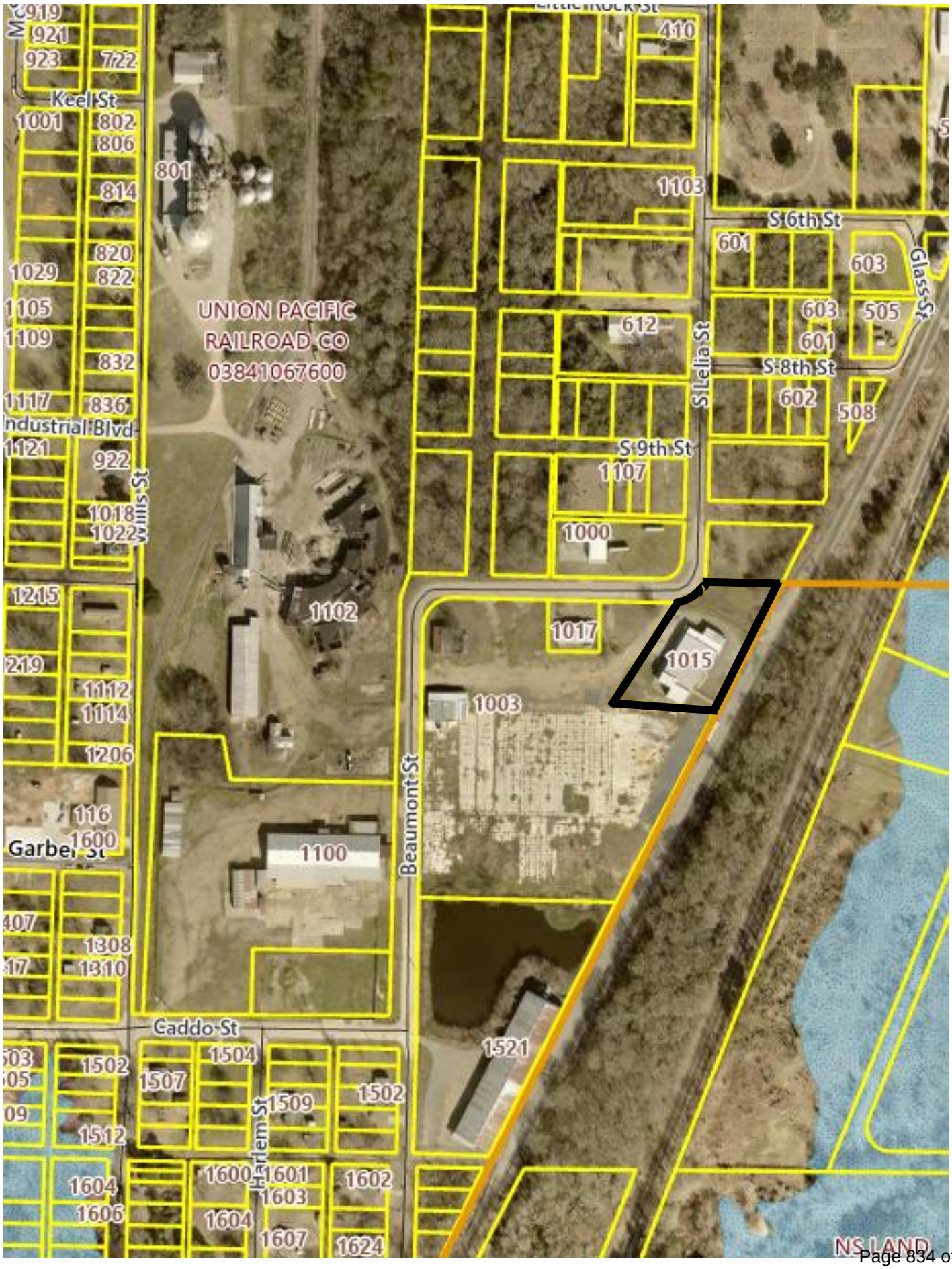
Tina Petty, County Clerk
Bowie County, Texas

Unofficial Copy

1015 S Lelia


03841071000
Little Rock St
410
716
915
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City of Texarkana, Texas

Alignment with Mission, Vision and Values approved by the City Council:		
Mission & Vision		**Values**
Be a Thriving Regional Center for Education, Business and Culture.	☐	Promote a Thriving Community through Innovation
	☐	Provide a Safe & Welcoming Community through Leadership
	☒	Deliver Quality Services with Integrity
Provide Customer Focused Public Services.	☐	Provide Leadership through Regional Partnership Opportunities
	☐	Foster Proactive Communication to the Community
	☐	Provide Courteous & Professional Customer Service
	☐	Model a Positive City Image through Character
	☒	Deliver Efficient Services with Accountability
	☐	Cultivate Communication through Community Involvement
Provide Regional Leadership that serves our residents and visitors.	☐	Maintain Fiscal Strength with Integrity
	☐	Maximize Accountability & Resource Utilization
	☐	Invest in Infrastructure & Transportation utilizing Innovation
Professional Development to support Mission & Vision.	☐	Promote Teamwork through Cross Department Collaboration
	☐	Enhance Professionalism & Positive Work Culture
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/Workshop Session	☐	Press Release (Through Marketing & Communications)
☐	Weekly & Monthly Email Distribution (Send to CM Office)	☐	Website Notice (Through Marketing & Communications)
☐	Social Media (LinkedIn, Facebook, etc.)	☐	Special Mailing
☐	Flyers Developed & Posted (Through Marketing & Communications)	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			