CITY OF TEXARKANA

CITY COUNCIL

AGENDA • NOVEMBER 10, 2025

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 MARY HART

III. CITY HALL 100th ANNIVERSARY PROCLAMATION

City Hall 100th Anniversary Proclamation

IV. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings
Monday, December 8, 2025 at 6:00 p.m.
Monday, January 12, 2026 at 6:00 p.m.

Parks & Recreation Activities

Nov. 15th	I-30 Throwdown Disc Golf Tournament	Spring Lake Park
Nov. 15th	NCS Softball Tournament	Spring Lake Park Swanger Complex
Nov. 15th	USSSA Adult Softball Tournament	Grady T. Wallace Park
Nov. 27th	Turkey Trot 5K hosted by Community Healthcore	Spring Lake Park
Dec. 5th - 6th	Hoopfest Basketball Tournament	Southwest Center
Dec. 6th - 7th	USSSA Baseball Tournament for Toys for Tots	Spring Lake Park Swanger Complex

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

Perot Theatre Upcoming Shows

GFour Productions will present **Menopause the Musical** on November 11th at 7:00 p.m.

Texarkana Symphony Orchestra will present **Back to the Future,** with a full symphony orchestra performing live in sync with the movie, on November 22nd at 8:00 p.m**.**

Tickets for Perot Theatre shows are available at https://www.perottheatre.org/

V. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

VI. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

VII. ITEMS FOR CONSIDERATION

Consent Items

1. Consider approval of the minutes of the Regular Meeting of the City Council held on October 13, 2025.

2. Resolution No. 2025-164 authorizing the City Manager to accept the bid and execute a contract with Southwest Arkansas Telephone Cooperative of Texarkana, Arkansas, for an amount not to exceed $195,480, over ten years, for the provision of fiber optic infrastructure at the South Regional Wastewater Plant.

3. Resolution No. 2025-175 approving the Texarkana Regional Airport 2026-2031 Capital Improvement Plan required to secure federal grant funds for airport projects.

4. Resolution No. 2025-176 approving the Texarkana Regional Airport Executive Director to execute necessary documents with Miller County to swap the former Arkansas National Guard building and land with the Miller County Juvenile Detention Center.

5. Resolution No. 2025-177 approving the Texarkana Regional Airport Executive Director to execute an agreement with McClelland Engineering for engineering services and passenger facility charge administration services, in an amount not to exceed Fifty Thousand Dollars ($50,000).

6. Resolution No. 2025-178 approving the Texarkana Regional Airport Executive Director to execute a lease renewal with the Transportation Security Administration (TSA).

7. Resolution 2025-180 approving a one-year contract, with four (1)-year renewal options, for tree removal and related services with Premier Tree Service, LLC, of Texarkana, Texas, in an amount not to exceed $115,000, with funds budgeted in the city's fiscal year 2026 general fund (Fund 101).

8. Resolution No. 2025-183 approving the Bowie Central Appraisal District's 2025 tax roll.

Action Items

1. Resolution No. 2025-181 denying the application to increase rates filed by Southwestern Electric Power Company (SWEPCO) on or about October 14, 2025.

VIII. FIRST BRIEFINGS

1. Ordinance No. 2025-137 rezoning on Lots 16-17, Block 1, Pleasant Grove Central, located at 25 and 26 Briarwood Circle (Ward 5), from Single Family-1 to Two Family-1. Dong Thu Mguyen, owner. **[A 3/4 vote of the Council is required to approve this request]**

   Public Hearing: 12/8/2025
   Council Vote: 12/8/2025

2. Ordinance No. 2025-165 granting a Specific Use Permit allowing one additional use of a new/used auto sale outdoor display on Lot 56, Block 2, Wade & Kuhl Boulevard, located at 2801 Texas Boulevard (Ward 3). Perry Steitler, owner, and Sandra Wright, agent.

   Public Hearing: 12/8/2025
   Council Vote: 12/8/2025

3. Ordinance No. 2025-166 rezoning on an approximate 0.77-acre tract of land (being Tracts 58 & 59), J.A. Talbot HRS, A-564, located at 5817 Richmond Road (Ward 5) from Single Family-1 to General Retail. Bun Leng Tann "Alex", owner.

   Public Hearing: 12/8/2025
   Council Vote: 12/8/2025

4. Ordinance No. 2025-167 rezoning on the south part of Lots 42 and 45, North Robison Courts, located at 210 E. Midway Drive (Ward 2) from Multiple Family-1 to Single Family-3. Brenda Woolridge, owner.

   Public Hearing: 12/8/2025
   Council Vote: 12/8/2025

5. Ordinance No. 2025-168 granting a Specific Use Permit to allow the location of a HUD code manufactured home on the south part of Lots 42 and 45, North Robison Courts, located at 210 E. Midway Drive (Ward 2). Brenda Woolridge, owner.

   Public Hearing: 12/8/2025
   Council Vote: 12/8/2025

6. Ordinance No. 2025-169 rezoning on an approximate 10.25-acre tract of land, Jacob Carsner HRS, A-116 and City PT BL W & X, located at 1003 S. Lelia (Ward 1) from Agriculture to Industrial-2. Ryan Berry, owner, and Vance Liles, MTG Engineers and Surveyors, agent.

   Public Hearing: 12/8/2025
   Council Vote: 12/8/2025

7. Ordinance No. 2025-170 rezoning on Lot 4, Block 6, Factory Heights, located at 606 S. 8th Street (Ward 1) from Commercial to Industrial-2. Ryan Berry, owner and Vance Liles, MTG Engineers and Surveyors, agent.

   Public Hearing: 12/8/2025
   Council Vote: 12/8/2025

8. Ordinance 2025-171 rezoning on Lots 5-6, Block 6, Factory Heights, located at 608 S. 8th Street (Ward 1) from Commercial to Industrial-2. Ryan Berry, owner, and Vance Liles, MTG Engineers and Surveyors, agent.

   Public Hearing: 12/8/2025
   Council Vote: 12/8/2025

9. Ordinance No. 2025-172 rezoning on Lots 7-12, Block 6, Factory Heights, located at 804 S. Lelia Street (Ward 1) from Commercial to Industrial-2. Ryan Berry, owner, and Vance Liles, MTG Engineers and Surveyors, agent.

   Public Hearing: 12/8/2025
   Council Vote: 12/8/2025

10. Ordinance No. 2025-173 rezoning on the west 30’ of Block 13, Factory Heights, located at 508 S. 8th Street (Ward 1) from Commercial to Industrial-2. Ryan Berry, owner, and Vance Liles, MTG Engineers and Surveyors, agent.

    Public Hearing: 12/8/2025
    Council Vote: 12/8/2025

11. Ordinance No. 2025-174 rezoning on the east PT FR of Block 13, located in the 500 block of S. 8th Street (Ward 1) from Commercial to Industrial-2. Ryan Berry, owner, and Vance Liles, MTG Engineers and Surveyors, agent.

    Public Hearing: 12/8/2025
    Council Vote: 12/8/2025

12. Resolution No. 2025-179 closing and abandoning (20') of right of way, formerly known as Thomas Street, located west of Ann Street and north of Lake Drive, within the Hancocks 1st Addition, and 0.076 acres of surplus property between Lots 16-18 within the Hancocks 1st Addition.

    Public Hearing: 12/8/2025
    Council Vote: 12/8/2025

13. Resolution No. 2025-182 approving the DRAFT CDBG PY2024 Consolidated Annual Performance Evaluation Report.

    Public Hearing:
    Council Vote: 12/8/2025

IX. PUBLIC HEARINGS

1. Ordinance No. 2025-138 granting a Specific Use Permit to allow one additional use of permanent cosmetics on an approximate 0.82-acre tract of land (being Tract 10), M.E.P.&P. RWY CO HRS, A-428, located at 5604 Summerhill Road, Suite #5. Jason Nguyen, owner, and Bryanna Boone, agent.

    Public Hearing: 11/10/2025
    Council Vote: 11/10/2025

2. Resolution No. 2025-144 accepting a donation and approving naming rights of the new Pickleball facility.

    Public Hearing: 11/10/2025
    Council Vote: 11/10/2025

3. Ordinance No. 2025-151 rezoning on Lot 14, MC Wades Southwest GDN, located at 2121 Buchanan Road from Single Family-2 to Single Family-3. Prycetta and Norman Jones, owners.

    Public Hearing: 11/10/2025
    Council Vote: 11/10/2025

4. Ordinance No. 2025-152 granting a Specific Use Permit allowing the location of a HUD code manufactured home on Lot 14, MC Wades Southwest GDN, located at 2121 Buchanan Road. Prycetta and Norman Jones, owners.

    Public Hearing: 11/10/2025
    Council Vote: 11/10/2025

5. Ordinance No. 2025-155 granting a Specific Use Permit to allow the one additional use of tattooing/permanent cosmetics on an approximate 0.82-acre tract of land (being Tract 10), M.E.P.&P. RWY Co, A-428, located at 5604 Summerhill Road, Suite #3. Jason Nguyen, owner and Kayliana Kelley, agent.

   Public Hearing: 11/10/2025
   Council Vote: 11/10/2025

6. Ordinance No. 2025-157 amending PD-15-2 (MF-2) for site plan approval on a 0.51-acre tract of land and 0.49-acre tract of land (being Tracts 58 & 59), F.V. Evans HRS, A-742, located at 6813 Richmond Road. Nick Hibbs, owner.

   Public Hearing: 11/10/2025
   Council Vote: 11/10/2025

7. Ordinance No. 2025-161 closing and abandoning a 20' alley between Lots 6 and 7 of the Wellsford Subdivision.

   Public Hearing: 11/10/2025
   Council Vote: 11/10/2025

X. CITY MANAGER'S REPORT

XI. ADMINISTRATIVE COMMENTS

1. City Council

2. City Staff

XII. INFORMATIONAL ITEMS

1. City Secretary's discussion notes from the Riverbend Water Resources District Workshop held on September 29, 2025.

2. Summit Utilities Arkansas, Inc: proposed Core CPI-adjusted rates for January 1, 2026, implementing Rider Schedule No. 2 / Consumer Price Index Rider, approved by Ord. No. 2025-103.

XIII. CLOSED SESSION

The City Council will convene 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) - The Fireman’s Relief and Retirement Fund.

XIV. RECONVENE INTO OPEN SESSION

XV. ADJOURNMENT



Jennifer Evans
City Secretary

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

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

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

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

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

100th Anniversary Celebration

Texarkana Texas City Hall

1925



2025



WHEREAS, on Thursday, **November 12, 1925,** this iconic building was dedicated and has marked its 100th year, serving as a vital part of our city's fabric by housing the City Council to conduct municipal business, serving the needs of the public, and offering space for community meetings and special events; and

WHEREAS, this municipal building is a four-story brick and terra cotta structure with a rectangular plan and flat roof, white tile floors, eight-inch marble base, original black wrought iron staircases with oak handrails, and has witnessed the growth and development of Texarkana, Texas, for 100 years; and

WHEREAS, celebrating its 100th anniversary, Texarkana Texas City Hall was designated a Recorded Texas Historic Landmark in recognition of its enduring role as a cornerstone of civic pride and public service.

NOW, THEREFORE, I, Bob Bruggeman, Mayor of Texarkana, Texas, do hereby proclaim Wednesday, **November 12, 2025**, as

TEXARKANA TEXAS CITY HALL DAY

as a day to celebrate the 100th anniversary of our municipal building, recognize its significance, and reflect on the legacy it represents. Let us honor this historic structure with a renewed commitment to preserving our community's rich history and architectural heritage for generations to come!

_____

Bob Bruggeman, Mayor

ATTEST:

_____

Jennifer Evans, TRMC, City Secretary

CITY OF TEXARKANA

CITY COUNCIL

MINUTES • OCTOBER 13, 2025

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

220 TEXAS BLVD., TEXARKANA, TX 75501

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

Members Present:	Bob Bruggeman	Mayor
	Jean Matlock	Ward 1
	Mary Hart	Ward 2
	Steve Thompson	Ward 3
	Christie Page	Ward 4
	Cole Meador	Ward 5
	Jay Davis	Ward 6

Staff Present: City Manager David Orr, Jennifer Evans, Kristin Peeples, Chris Black, Reed Russell, Gary Smith, J.W. Bramlett, Billy McAnally, Mashell Daniel, Brandon Uselton, Chiquita Burks, Vashil Fernandez, Brooke Stone, Jonathan Wade, Keith Beason, Garrett Baker, Raleigh Derrick, and Dusty Henslee.

Municipal Court: Judge Sherry Jackson Hawkins.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER STEVE THOMPSON

III. NATIONAL PEDESTRIAN SAFETY MONTH PROCLAMATION

Mayor Bruggeman read the proclamation and encouraged all residents to participate in efforts to improve pedestrian safety and support a culture of shared responsibility and respect throughout the city while driving on the roadways.

National Pedestrian Safety Month - October 2025

IV. TEXARKANA CHAMBER OF COMMERCE - DR. ROBIN HICKERSON

Dr. Robin Hickerson, Chamber President and CEO, just completed serving her first year in

this role. She shared many activities the Chamber has participated in over the past year, such as the Chamber's annual celebration, State of the Cities, Women in Business, visiting new and existing businesses, supporting the Red River Army Depot project in Washington, DC, and beautifying the chamber building and property located on State Line Avenue.

The chamber-owned billboard, at the entrance of the Robert Maxwell Industrial Park, was updated with the addition of featuring the newly relocated Texarkana Regional Airport terminal. Chamber staff toured regional sites of some of the larger industry partners, like Texarkana Aluminum, Domtar, and will soon visit Graphic Packaging.

One of the Chamber's key initiatives is workforce development. Earlier in the year, the Chamber celebrated Miller County as a "Work Ready Community", and with Bowie County being at 65% work ready, she hopes it will receive the certification next. A work-ready community tells developers that Texarkana is open for business.

She thanked the City for its support and long-time partnership with the Chamber.

V. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings

Monday, November 10, 2025, at 6:00 p.m.
Monday, December 8, 2025 at 6:00 p.m.

Parks & Recreation Activities

Oct. 16th	Movies in the Park - A Nightmare Before Christmas 6:30 pm	Spring Lake Park
Oct. 18th	TexAr FCU presents - Local Bands Brews and Bites 7:00 pm - 9:00 pm	221 Main Street (front of Perot Theatre)
Oct. 18th &19th	BATT hosts the Batt Bolt Bash Baseball Tournament	Swanger Complex
Oct. 23rd	Movies in the Park - The Town That Dreaded Sundown 6:30 pm	Spring Lake Park
Oct. 25th	TISD Prom Committee Pickleball Tournament	Southwest Center

Oct. 31st - Nov. 1st	USSSA Kenneth Wilson Softball Showcase	Swanger Complex
Nov. 1st	Mi Clinica Hispana presents Dia De Muertos Health Fair 1:00 pm - 4:00 pm	Spring Lake Park
Nov. 1st	Tough Kookie Presents A Movie in the Park - A Christmas Story 6:30 pm	Spring Lake Park
Nov. 1st	TexAr FCU presents Local Bands Brews and Bites 7:00 pm - 9:00 pm	221 Main Street (front of Perot Theatre)
Nov. 7th - 8th	B.A.S.E. Softball Tournament	Swanger Complex

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

Bark at The Park will be held on Saturday, November 1st from 9:00 a.m. – 12:00 p.m., offering free rabies vaccines for dogs and cats, along with other vaccinations available for a fee. Cats must be brought in a secure pet carrier.

Perot Theatre Upcoming Shows

Texarkana Symphony Orchestra will present **Ode to Joy,** a choral symphony, on October 25th at 7:00 p.m.

The **Rocky Horror Picture Show** will be shown on October 31st at 8:00 p.m.

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

Texarkana A&M University recently held the **Round-up awards** and the city's Public Information Officer, Shawn Vaughn received the Distinguished Alumni Award. At the same event, former Mayor James Bramlett received the Spirit Award. Congratulations to both recipients!

National Night Out was held on Tuesday, October 7th. City residents hosted 25 block parties and Mayor Bruggeman made it to five. Council Member Davis also hosted a block party in Ward 6.

The Mayor thanked the police and fire departments for their participation and other supporting partners in the community.

VI. OPEN FORUM: COMMENTS FROM THE PUBLIC

There were no public comments made at Open Forum.

VII. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

Congratulations to the following 2025-26 Texarkana Youth Advisory Council appointees: Brandi Bradley, Trinity Chase, J'Lynn Dowden, Tucker Keeney, Briana Lo, and Jacqueline O' Shaughnessy.



Council Member Thompson recommended the reappointments of Robert Guillory and Dawn Martin to the Historic Landmark Preservation Committee.

Council Member Davis recommended the reappointment of Dr. Craig Nakashian to the Historic Landmark Preservation Committee.

Motion to accept recommendations for reappointments to the Historic Landmark Preservation Committee.

(6:38 p.m.)

RESULT:	**UNANIMOUS**
MOVER:	Mary Hart
SECONDER:	Christie Page
AYES:	Matlock, Hart, Thompson, Page, Meador, Davis

VIII ITEMS FOR CONSIDERATION

.

Consent Items

(6:45 p.m.)

RESULT:	**UNANIMOUS**
MOVER:	Christie Page
SECONDER:	Mary Hart
AYES:	Matlock, Hart, Thompson, Page, Meador, Davis

1. Consider approval of the minutes of the Regular Meeting of the City Council held on September 8, 2025.

2. Resolution No. 2025-147 accepting the bid and authorizing the City Manager to execute a contract with Rorie Stone Construction, LLC of New Boston, Texas, in an amount not to exceed $489,344.60, for labor to install 12 bores relating to the relocation project of the ten-inch water main along US 82, serving several member cities and wholesale customers, with funds available through the State Infrastructure Bank Loan authorized by Resolution No. 2025-101.

3. Resolution No. 2025-148 approving the Texarkana Regional Airport Executive Director to execute an agreement with McClelland Engineering for engineering services for Taxiway Delta extension in the amount of Six Hundred Seventy-One Thousand Two Hundred Ten Dollars and Fifty-Two Cents ($671,210.52) approved in the 2024 capital budget.

4. Resolution No. 2025-149 approving the Texarkana Regional Airport Executive Director to purchase a John Deere 5100E Cab Tractor from Government Buy Board United AG & Turf in the amount of Seventy-Four Thousand Forty-Two Dollars and Ninety-One Cents ($74,042.91) with budgeted funds in the 2024 capital budget.

5. Resolution No. 2025-150 approving the Texarkana Regional Airport Executive Director to purchase a 2025 Ford F-250 from Government Buy Board McLarty Ford in the amount of Forty Thousand Five Hundred Dollars ($40,500) with funds approved in the 2024 capital budget.

6. Resolution No. 2025-153 authorizing the City Manager to execute a contract for the Moores Lane Sewer-Replace Lift Station with Gravity Main Project in an amount not to exceed $281,272.48. Funds are available in Utility's 2025-2026 budget in the Texas Infrastructure Fund at $281,272.48.

7. Resolution No. 2025-156 authorizing the City Manager to execute the contract extension/renewal agreement between the City and Valley View Consulting, L.L.C. to provide professional investment advisory services for the City's investable funds for a period of two (2) years for an annual fee of 0.040% of average book value with funds budgeted in the General Fund (Fund 101).

8. Resolution No. 2025-158 authorizing the City Manager to execute a Business Incentive Agreement with Walgreen Co. pursuant to the City’s Chapter 380 Program to provide job retention incentives in an amount not to exceed Fifteen Thousand Dollars ($15,000), with budgeted funds in the Economic Development Fund (Fund 223).

9. Ordinance No. 2025-162 amending budgeted expenditures for the fiscal year beginning October 1, 2025, and ending September 30, 2026, adding the amount of Seventy-Five Thousand Dollars ($75,000) to the hotel occupancy tax fund (Fund 212) and allocating $25,000 each to Texarkana Regional Arts and Humanities Council

(TRAHC), the Perot Theatre, and Texarkana Museum System for building capital improvement projects.

10. Ordinance No. 2025-163 authorizing the City Manager to accept a Texas Department of Transportation grant in the amount of Twenty-Two Million Dollars ($22,000,00), creating the State Assisted Airport Development (SAAD) Grant Fund, and amending the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026, to include additional revenue and expenditures of Twenty-Three Million One Hundred Fifty-Seven Thousand Eight Hundred Ninety-Five Dollars ($23,157,895) in the SAAD Grant Fund (Fund 230).

Action Items

1. Resolution No. 2025-159 approving the first amendment to the Water Distribution and Supply Contract with Riverbend Water Resources District.

Jeff Lewis briefed this agenda item.

(6:46 p.m.)

RESULT:	**UNANIMOUS**
MOVER:	Jay Davis
SECONDER:	Cole Meador
AYES:	Matlock, Hart, Thompson, Page, Meador, Davis

IX. FIRST BRIEFINGS

1. Ordinance No. 2025-138 granting a Specific Use Permit to allow one additional use of permanent cosmetics on an approximate 0.82-acre tract of land (being Tract 10), M.E.P.&P. RWY CO HRS, A-428, located at 5604 Summerhill Road, Suite #5. Jason Nguyen, owner, and Bryanna Boone, agent.

Mashell Daniel briefed this agenda item.

2. Ordinance No. 2025-151 rezoning on Lot 14, MC Wades Southwest GDN, located at 2121 Buchanan Road from Single Family-2 to Single Family-3. Prycetta and Norman Jones, owners.

Mashell Daniel briefed this agenda item.

3. Ordinance No. 2025-152 granting a Specific Use Permit allowing the location of a HUD code manufactured home on Lot 14, MC Wades Southwest GDN, located at 2121 Buchanan Road. Prycetta and Norman Jones, owners.

Mashell Daniel briefed this agenda item.

4. Ordinance No. 2025-154 amending PD-25-2 (O) for site plan approval on an approximate 3.498-acre tract of land (being Tract 201), George Brinlee HRS, A-18, located at 3133 Pleasant Grove Road. David Potter, II, owner, and Kayla Wood,

MTG Engineers and Surveyors, agent.

Mashell Daniel briefed this agenda item.

5. Ordinance No. 2025-155 granting a Specific Use Permit to allow the one additional use of tattooing/permanent cosmetics on an approximate 0.82-acre tract of land (being Tract 10), M.E.P.&P. RWY Co, A-428, located at 5604 Summerhill Road, Suite #3. Jason Nguyen, owner and Kayliana Kelley, agent.

   Mashell Daniel briefed this agenda item.

6. Ordinance No. 2025-157 amending PD-15-2 (MF-2) for site plan approval on a 0.51-acre tract of land and 0.49-acre tract of land (being Tracts 58 & 59), F.V. Evans HRS, A-742, located at 6813 Richmond Road. Nick Hibbs, owner.

   Mashell Daniel briefed this agenda item.

7. Ordinance No. 2025-161 closing and abandoning a 20' alley between Lots 6 and 7 of the Wellsford Subdivision.

   Jonathan Wade briefed this agenda item.

All First Briefing items will be presented for Public Hearing and Council Vote at the November 10, 2025, council meeting.

X. PUBLIC HEARINGS

1. Ordinance No. 2025-132 amending Chapter 26, “Motor Vehicles and Traffic”, of the Code of Ordinances, establishing Street Safety Zones at signalized intersections, amending Section 26-2 “Definitions”, and adding Article IV – “Street Safety Zones”.

   Public Hearing: 10/13/2025
   Council Vote: 10/13/2025

   Richard Reynolds spoke in favor of this proposed ordinance.

   Jeff Lewis advised the council that the ordinance before them is directed toward the safety of drivers and individuals in very dangerous places at signalized intersections. He urged council members to make any policy decisions based on the data that was presented to the council in the draft ordinance.

(6:59 p.m.)

RESULT:	**UNANIMOUS**
MOVER:	Jay Davis
SECONDER:	Steve Thompson
AYES:	Matlock, Hart, Thompson, Page, Meador, Davis

2. Ordinance No. 2025-139 rezoning on the E 192' of Lot 4, Block 4, Urban Heights, located at 3008 Leopard Drive from Single Family-2 to Single Family-3. Sandra Hudson, owner.

Public Hearing: 10/13/2025
Council Vote: 10/13/2025

There were no public comments made at this hearing.

(7:00 p.m.)

RESULT:	**UNANIMOUS**
MOVER:	Christie Page
SECONDER:	Mary Hart
AYES:	Matlock, Hart, Thompson, Page, Meador, Davis

3. Ordinance No. 2025-140 granting a Specific Use Permit to allow the location of a HUD code manufactured home on the E 192' of Lot 4, Block 4, Urban Heights, located at 3008 Leopard Drive. Sandra Hudson, owner.

   Public Hearing: 10/13/2025
   Council Vote: 10/13/2025

   There were no public comments made at this hearing.

(7:02 p.m.)

RESULT:	**UNANIMOUS**
MOVER:	Mary Hart
SECONDER:	Jean Matlock
AYES:	Matlock, Hart, Thompson, Page, Meador, Davis

4. Ordinance No. 2025-141 rezoning on Lot 8, Block 8, Washington Heights, located at 1805 Plant Street from Single Family-2 to Single Family-3. Patricia Henderson Wade, owner.

   Public Hearing: 10/13/2025
   Council Vote: 10/13/2025

   Patricia Henderson Wade spoke in favor of this proposed ordinance.

(7:05 p.m.)

RESULT:	**UNANIMOUS**
MOVER:	Jean Matlock
SECONDER:	Christie Page
AYES:	Matlock, Hart, Thompson, Page, Meador, Davis

5. Ordinance No. 2025-142 granting a Specific Use Permit to allow the location of a HUD code manufactured home on Lot 8, Block 8, Washington Heights, located at 1805 Plant Street. Patricia Henderson wade, owner.

   Public Hearing: 10/13/2025
   Council Vote: 10/13/2025

   There were no public comments made at this hearing.

(7:06 p.m.)

RESULT:	**UNANIMOUS**
MOVER:	Jean Matlock
SECONDER:	Mary Hart
AYES:	Matlock, Hart, Thompson, Page, Meador, Davis

XI. CITY MANAGER'S REPORT

2025 Economic Development Report – Q3

The city's latest quarterly economic development report is now available. It includes information on new developments that are planned, new retail announced/recently opened, commercial construction permits, residential construction permits and much more.

The big news this past quarter was the engagement with six new project responses across industries such as manufacturing, energy, pharmaceuticals, advanced technology, and construction. For more information about economic development efforts, check out the city's economic development webpage at Economic Development | Texarkana, TX - Official Website (texarkanatexas.gov)

2025 Preservation Texas Honor Award

It's exciting to share that The Lofts at the Grim has been selected to receive a 2025 Preservation Texas Honor Award. This prestigious recognition is presented by Preservation Texas, the statewide nonprofit dedicated to protecting and promoting the state's historic and cultural heritage, which honors outstanding achievements in historic preservation and revitalization. The award will be presented at the Preservation Texas Honor Award Ceremony on Thursday, October 30th, in San Antonio. Congratulations to Cohen-Esrey Development, Texarkana Grim Housing Partners, and everyone who contributed to making this transformative project a success.

Fall 2025 Neighborhood Newsletter

The Fall 2025 Neighborhood Newsletter is available highlighting community projects, events, and updates across Texarkana. It also features details on new sidewalks funded by TxDOT, Texarkana Water Utilities' service line project, and the City's Hyper-Reach alert system to keep families safe and informed. The newsletter can be found on the city's website at https://www.texarkanatexas.gov/CivicAlerts.aspx?AID=392.

SAVE THE DATE: TEX -21 Statewide Meeting hosted by the City, ATCOG, Texarkana College and Model 1 - Thursday, November 6th and Friday, November 7th.

This will be a unique opportunity to hear directly from officials of the DOTs of Texas, Arkansas, Louisiana, and Oklahoma as they discuss key multi-modal transportation issues. Aerial flights will also be available along with tours of the new airport terminal.

XII. ADMINISTRATIVE COMMENTS

Council Member Davis said he met a couple recently in downtown Texarkana who were from California visiting and attending a wedding. He said they bragged about Texarkana's downtown and had many positive things to say. They told him they came here years ago but now see so many improvements in downtown.

Mayor Bruggeman said the recent dedication of the new historical marker at downtown Sheppard's Park was very well attended and included descendants from the Akin and McKinney families.

He said the landscaping, trees, and monuments surrounding the park looked wonderful and are nice upgrades to the downtown area.

Council Member Thompson said there is money available to new and existing downtown businesses for property enhancement projects. He suggested for business owners to contact David Orr or Ina McDowell at Main Street Texarkana.

XIII ADJOURNMENT

- A motion was made to adjourn the meeting.

(7:14 p.m.)

RESULT:	**UNANIMOUS**
MOVER:	Mary Hart
SECONDER:	Jean Matlock
AYES:	Matlock, Hart, Thompson, Page, Meador, Davis

City of Texarkana, Texas

VII.2

Briefing Sheet

Department: Information Technology **Action Officer:** Brandon Uselton, Chief Information Officer

Subject: Resolution No. 2025-164 authorizing the City Manager to accept the bid and execute a contract with Southwest Arkansas Telephone Cooperative of Texarkana, Arkansas, for an amount not to exceed $195,480, over ten years, for the provision of fiber optic infrastructure at the South Regional Wastewater Plant.

Briefing: 11/10/2025 **Public Hearing:** **Council Vote:** 11/10/2025

Item Schedule:

Updates/History of Briefing:

Executive Summary and Background Information:

The South Regional Wastewater Plant currently uses a microwave connection. Acceptance of this bid approves the construction of a fiber optic connection between the South Regional Wastewater Plant and the Texarkana Water Utilities administrative offices, allowing for a faster and more reliable connection into the municipal environment.

Potential Options:

None

Fiscal Implications:

Funds available in the Texarkana Water Utilities budget.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

Not Applicable

Board/Committee Recommendation:

Not Applicable

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable

RESOLUTION NO. 2025-164

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID AND EXECUTE A CONTRACT WITH SOUTHWEST ARKANSAS TELEPHONE COOPERATIVE OF TEXARKANA, ARKANSAS, IN AN AMOUNT NOT TO EXCEED $195,480 OVER TEN YEARS, FOR THE PROVISION OF FIBER OPTIC INFRASTRUCTURE AT THE SOUTH REGIONAL WASTEWATER PLANT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on September 2, 2025, Texarkana Water Utilities received one bid, a copy of which is attached hereto as **EXH A**, from Southwest Arkansas Telephone Cooperative of Texarkana, Arkansas, for the provision of fiber optic infrastructure (an L2VPN passive connection) connecting the South Regional Wastewater Plant at 4000 South Stateline Ave, Texarkana, Texas, and the Texarkana Water Utilities offices at 801 Wood Street, Texarkana, Texas; and

WHEREAS, the submitted bid for this infrastructure is in an amount not to exceed $195,480 over 10 years, with the Texas portion being $118,910.48; and

WHEREAS, funds are available in the Texarkana Water Utilities 2025-2026 annual budget.

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

SECTION 1: The lowest and best (sole) bid by a responsible vendor, submitted by Southwest Arkansas Telephone Cooperative of Texarkana, Arkansas, a copy of which is attached hereto as **EXH A**, is hereby approved in an amount not to exceed $195,480 over 10 years, with the Texas portion being $118,910.48 for the provision of fiber optic infrastructure between the South Regional Wastewater Plant at 4000 South Stateline Ave, Texarkana, Texas, and the Texarkana Water Utilities office at 801 Wood Street, Texarkana, Texas.

SECTION 2: The City Manager be and is authorized to contract with Southwest Arkansas Telephone Cooperative of Texarkana, Arkansas, for the above-described services.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval.

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

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

PROPOSAL RESPONSE

REFERENCE: REQUEST FOR PROPOSALS PROVISION OF FIBER OPTIC SERVICE

FOR TEXARKANA WATER UTILITIES

TO

TEXARKANA WATER UTILITIES
OFFICE OF THE DIRECTOR
801 WOOD ST
TEXARKANA, TX 75501

FROM

SOUTHWEST ARKANSAS TELEPHONE COOPERATIVE, INC. dba SWAT/SWAT FIRST
2601 EAST ST
TEXARKANA, AR 71854

SIGNED

LANE POWERS, VP NETWORK SERVICES

PROPOSAL RESPONSE

I. PURPOSE

Southwest Arkansas Telephone Cooperative, Inc dba SWAT/SWAT FIRST proposes to meet the needs of the proposal request by providing connectivity between the South Regional Wastewater Treatment Facility at 4000 South State Line Ave, Texarkana Texas to the Texarkana Water Utilities offices located at 801 Wood Street, Texarkana Texas.

II. SCOPE OF PROJECT

A. Our construction costs have been offset over a 10-year period for a monthly rate for providing service. Upon the end of the 10-year period, there will be a reduction in the monthly cost for TWU for the L2VPN service. The service will be installed to these technical specifications:
   - Provision L2VPN/passive connection between the two site locations with a minimum throughput of 1GB per second
   - 1GB connection will be capable of carrying tags, BDPU, and an MTU size of up to 2500
   - Requires no more than 3RU of rack space and less than 300 watts of power at each site

B. SYSTEM CONCEPT AND SOLUTION
   - Yes, our organization is willing to provide the industry standard of "5-9s" (99.999%) uptime for the leased fiber.
   - Our typical response time, from notification of service outage to teams onsite troubleshooting is under four hours.
   - Yes, our organization will provide a dedicated point of contact for support and assistance.
   - Our proposal will impact the allocation of City Staff and time very minimal. We would require coordination with TWU IT staff during final integration and testing.
   - We would require 3RU of rack space and 230 watts of power facilities from TWU.
   - Once awarded a contract, we will immediately issue a service order that will initiate the workflows for all assigned staff for mobilization. Outside Plant Personnel will meet on site within 2 weeks of official notice and will need 45 days to complete this.
   - An estimated timeline for project completion is 60 days.

III. PROPOSAL RESPONSE

Southwest Arkansas Telephone Cooperative, Inc. dba SWAT/SWAT FIRST

2601 East Street

Texarkana, AR 71854

- Lane Powers, VP of Network Services, will oversee the project management and reporting to TWU Staff and Txk IT Staff with periodic email updates.
- SWAT/SWAT FIRST is already an existing Internet Service Provider for the Texarkana Water Utilities and City of Texarkana Arkansas so no major infrastructure changes are required within the data center.
- Lane Powers, VP of Network Services, is authorized to negotiate contract terms.

Southwest Arkansas Telephone (SWAT) understands Texarkana Water Utilities' (TWU) requirement for a resilient, high-capacity fiber connection between the South Regional Wastewater Treatment Facility at 4000 South State Line Ave and the TWU Data Center at 801 Wood Street.

Our solution provides a dedicated Layer 2 VPN/passive fiber service with a throughput of 1 Gbps. The service supports VLAN tags, BPDU transparency, and MTU sizes up to 2500 bytes. At each site, the service will be handed off using SWAT-provided or existing equipment, consistent with TWU's technical specifications.

Work Program by Task

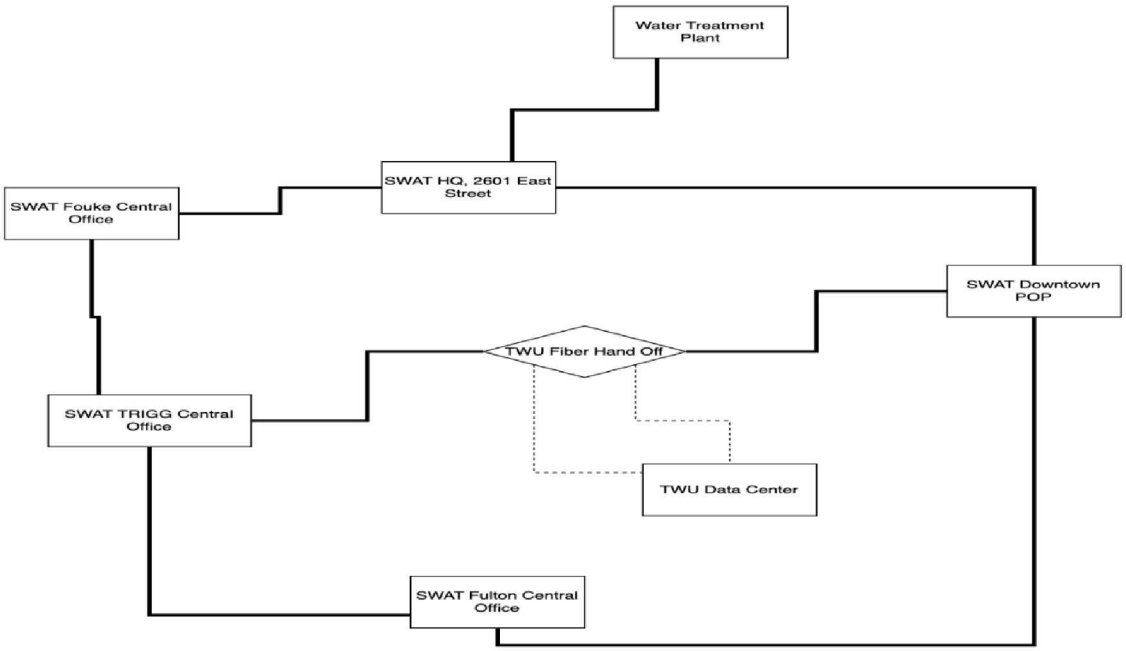
1. Site Survey & Engineering Design – Conduct a field survey to validate existing paths and confirm equipment placement at 4000 State Line. Develop a fiber route map and determine rack/power requirements.
2. Fiber Construction & Path Establishment – Build and light a single fiber path from 4000 State Line to SWAT's facility at 2601 East Street. From this aggregation point, leverage existing diverse routes to 801 Wood Street.
3. Termination & Equipment Integration – At the South Regional Wastewater Facility, SWAT will install termination equipment (approx. 3RU, <300W) for the 1G Ethernet handoff. At 801 Wood Street, the service will be delivered through the existing datacenter equipment via the established NNI used for other SWAT-provided circuits. Only a new optical module will be required—no additional rack space or power will be needed at the data center.
4. Network Integration & Failover Configuration – Enable MPLS-based failover between the two diverse routes, ensuring automatic service continuity in the event of a fiber cut or equipment failure.
5. Testing & Validation – Perform acceptance testing with TWU IT staff to validate throughput, resiliency, and protocol transparency. Provide documentation and test results for formal sign-off.
6. Service Activation & Handoff – Transition the service into production, and provide TWU staff with escalation procedures, a dedicated point of contact, and support documentation.

   Operational Methodology

   SWAT will deliver this service using the same operational model as other TWU circuits currently in service, ensuring consistency in operations and support.

   The design is engineered for 99.999% availability through physical path diversity and MPLS redundancy. SWAT's Network Operations Center will provide continuous monitoring, with on-site response times typically under four hours in the event of service impact.

Diagram of service delivery path



IV. PROPOSAL EVALUATION

- COST – See attached quote for $1,629 a month for a 10-year term. The quote can be renewed in year 11 for an additional 5-year term at $286.25 a month.

Quote

Southwest Arkansas Telephone Cooperative
2601 East Street
Texarkana, AR 71854

Quote date 8/20/25
Quote valid till 2/20/25

To:

Texarkana Water Utilities
4000 South State Line, Texarkana TX

Fiber Build - TWU South Stateline plant	Southwest Arkansas Telephone proposes to build fiber to the TWU facility at 4000 South State Line. Southwest Arkansas Telephone would provide a dedicated L2VPN / passive connection between that facility and the TWU data center. This would interface with your network as a 1G ethernet interface capable of carrying any tags, BDPU, and an MTU size of up to 2500. SWAT would place termination gear at each end for the handoff which would require approximately 3RU of space and under 300 watts of power. Southwest Arkansas Telephone would waive the upfront construction expense cost and then charge $1,629.00/month for a 10-year term. This contract could also be renewed in year 11 for an additional 5-year term at the rate of $286.25

Demarcation requirements

Space	Purpose	Power Requirements
3RU	Demarcation router / Patch Panel	230W

Lane Powers
Southwest Arkansas Telephone Coop
870.653.8130

Southwest Arkansas Telephone Cooperative, Inc. (SWAT)
Customer Agreement and Internet Allowable Usage Policy

BY USING THE INTERNET ACCESS OFFERED BY Southwest Arkansas Telephone Coop., Inc d.b.a. SWAT.COOP (heretofore referred to as SWAT.COOP) YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, DO NOT USE INTERNET ACCESS OFFERED BY SWAT.COOP.

NO ASSIGNMENT

The benefits or rights conferred by this agreement are non-transferable and non-assignable. The connectivity provided is expressly limited to you. Resale or use of this connection by another person or persons is prohibited.

DEFINITION OF SERVICES

Single Dial-up Internet Services provides internet access to one user on one computer for a single dial-up session.

DSL Internet Services provide internet access on a high speed or broadband connection that is always connected to the internet.

High Speed Satellite Internet Services provide internet access on a high speed connection that is always connected to the internet.

CHARGES AND BILLING

You agree to pay SWAT.COOP all charges relating to use of your account(s). Internet Service charges will be according to rates and prices published online at the time of use. Charges for Internet Services will be as stated in the Internet Services Application or as otherwise agreed in writing by the parties. Charges for other services, such as promotional offerings and other services to be offered from time to time, will be according to prices published at the time.

Charges at the date of invoice will include the next month's access fee, the next month's other recurring charges, and additional usage charges incurred during the prior month, if any.

SWAT.COOP will charge $20 for all returned checks and for bank drafts declined by your bank, and your account will be subject to suspension.

If you default, you are liable for any and all attorney fees, court costs and collection agency fees or commissions if SWAT.COOP has to employ these methods in order to collect debts owed to SWAT.COOP under this Agreement.

You agree to pay a fine of $500 for flagrant disregard of SWAT.COOP Allowable Use Policy as contained in this Agreement. It is at SWAT.COOP sole discretion what constitutes flagrant disregard of allowable use.

OTHER CHARGES

SWAT.COOP is not responsible for any phone charges unintentionally incurred by any subscriber for any reason. You also are responsible for providing all equipment, including computer hardware and software, used in connecting to SWAT.COOP.

Southwest Arkansas Telephone Cooperative, Inc. (SWAT)
Customer Agreement and Internet Allowable Usage Policy

LIMITATION OF LIABILITY

SWAT.COOP exercises no control whatsoever over the content of the information accessed through SWAT.COOP Internet Services. SWAT.COOP Internet Services are provided on an "as is, as available" basis, without warranty of any kind, expressed or implied, including, but not limited to, the warranties of performance, merchantability and fitness for a particular purpose. SWAT.COOP and/or contributors will have no liability whatsoever to you for any claim(s) relating in any way to (i) your inability or failure to perform research or related work or to work properly or completely, or (ii) any lost profits or consequential, exemplary, incidental, indirect or special damages relating in whole or in part to your rights hereunder or use of, or inability to use, SWAT.COOP Internet Services. SWAT.COOP will not be responsible for any damage suffered by you, including, but not limited to, loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions caused by its own negligence or your errors or omissions. Use of any information obtained via SWAT.COOP Internet Services is at your sole risk. SWAT.COOP specifically disclaims any responsibility for the accuracy or quality of information obtained through SWAT.COOP Internet Services.

Under no circumstances and under no legal theory, tort, contract or otherwise, will SWAT.COOP or its suppliers or resellers be liable to you or any other person for any indirect, special, incidental or consequential damages of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, or for any damages in excess of SWAT.COOP list price for a license to the Software and Documentation, even if SWAT.COOP will have been informed of the possibility of such damages, or for any claim by any other party. This limitation of liability will not apply to liability for death or personal injury to the extent applicable law prohibits such limitation. Furthermore, some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation and exclusion may not apply to you.

ALLOWABLE USE

SWAT.COOP will publish its Customer Agreement, including the Allowable Use Policy, on its web site. These policies may be revised from time to time. You agree to abide by SWAT.COOP policies concerning use of SWAT.COOP Internet Services as published on line at the time of use.

SWAT.COOP Internet Services may only be used for lawful purposes. Transmission of any material in violation of any federal or state statute or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret. You agree to indemnify and hold harmless SWAT.COOP from any claims resulting from your use of SWAT.COOP Internet Services.

Commercial advertisements are unwelcome in most Usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account suspension or cancellation. See the newsgroup or mailing list's charter for whether advertising is allowed or not. "Spamming," or sending a message to many different off-topic newsgroups, is not allowed. Sending a message, especially an advertisement, to more than five recipients, is considered by itself spamming unless the individuals have specifically requested to be added to a mailing list on that topic. E-mail is a person-to-person medium, not a broadcast medium. Unsolicited advertisements via e-mail, or via discussion groups whose

charter does not explicitly allow advertisements, are not allowable.

Violations of SWAT.COOP Customer Agreement and allowable use policies will result in account suspension or cancellation and fines as states in Charges and Billing.

UNLIMITED USAGE

SWAT.COOP offers unlimited usage to Dial-up Internet Service customers. "Unlimited usage" does not mean "unlimited access." Unlimited dial-up accounts have no hourly charges when the account holder is wholly and exclusively engaged in personal, interactive Internet use. Personal, interactive use is approximated by SWAT.COOP at 320 hours. Single Dial-up accounts may not be used for automated, unsupervised use of the Internet or simultaneous connections by multiple people. Accounts may not be kept connected with a keep-alive of any sort, such as setting an e-mail program to check mail periodically unattended. SWAT.COOP may disconnect dial-up connections after extended periods of inactivity or unauthorized use.

RESPONSIBILITY FOR ACCOUNT USE

You are responsible for all use of your account(s) and confidentiality of password(s). SWAT.COOP will suspend or change access upon notification that your password has been stolen, lost or otherwise possibly compromised. SWAT.COOP is not responsible for your personal files residing online on SWAT.COOP owned and controlled computers. You will be responsible for independent backup of your data stored online. You will be responsible for all access to and use of SWAT.COOP Internet Services by your personnel or by means of your equipment, whether or not you have knowledge of or authorize such access or use.

If the subscriber is less than 18 years of age, the application must be signed and these terms agreed to by a parent or legal guardian, who is responsible for all charges related to the use of subscriber's account(s).

UNAUTHORIZED USE OF ACCOUNT

SWAT.COOP will strongly react to any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include "social engineering" (tricking other people into releasing their passwords), password cracking, security hole scanning, denial-of-service attacks (ping-flooding, sending packets with an illegal packet size, UDP flooding, half-open TCP connection flooding, etc.) and the like.

Harassment or abusive use of e-mail and other Internet services are not allowed. SWAT.COOP will handle incidents of harassment on a case-by-case basis, consulting with all parties involved.

Any unauthorized use of accounts or computers by a SWAT.COOP customer, whether or not the attacked account or computer belongs to SWAT.COOP, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and legal action, according to the seriousness of the attack.

LIMITATIONS ON RESOURCE USAGE

SWAT.COOP reserves the right to impose limits on the total amount of disk space and other resources available for your use on SWAT.COOP operated computers. E-mail accounts for internet account users are subject to a limit of 10MB. SWAT.COOP reserves the right to delete, without notice, personal e-mail files that have not been accessed for

more than one month.

Disk space for storage of web pages is available in amounts specific to each Internet service package. Use of excess space will be charged on a monthly basis according to rates and prices published online at the time of use. SWAT.COOP reserves the right to remove files that exceed allowed limits.

E-MAIL PRIVACY

Electronic mail passes through multiple mail servers on the Internet as it passes from source to destination. Privacy can never be guaranteed from every possible mail server; therefore, users seeking total privacy should use some encryption scheme to render messages unreadable by eavesdroppers. With regards to SWAT.COOP mail servers, SWAT.COOP places a high value on privacy and will only examine users' mail when absolutely required, for example when troubleshooting e-mail delivery problems or being presented with a search warrant for the information.

ILLEGAL MATERIAL

SWAT.COOP bears certain legal liabilities for the use of its computer network and equipment. As such, SWAT.COOP prohibits any and all use of SWAT.COOP network for illegal purposes. When presented with a search warrant, SWAT.COOP is obligated to release any information named therein, and will cooperate with authorities in any criminal investigation of inappropriate Internet usage.

However, SWAT.COOP recognizes that the legal status of the Internet has not yet been resolved satisfactorily, either through legislation or court precedent. Therefore, SWAT.COOP must make certain decisions regarding the illegality of various specific actions. Among the actions SWAT.COOP considers illegal and therefore will not allow on its network are: unauthorized distribution of copyrighted material; exploitation of minors; and unauthorized use of computer resources. SWAT.COOP believes the First Amendment rights of free speech, freedom of the press and freedom of association apply to the Internet to the same degree as they do to print media and that any attempt to infringe upon those rights is void of legitimacy.

WEB SERVICE

SWAT.COOP provides personal web space to dial-up, DSL, & Satellite customers. SWAT.COOP includes web service in its enhanced packages and hosts commercial web pages for a fee. In all cases, the web pages reside on SWAT.COOP computer equipment, giving SWAT.COOP some ethical responsibility for the content of such pages. SWAT.COOP will handle potentially inappropriate web pages on a case-by-case basis. Examples of inappropriate information include downloadable virus code and obscene materials.

Personal web space provided under any Residential Service may not be used for purposes that can be deemed as an attempt to sell a product or service. Only web space provided under non-Residential Services account may be used for commercial activity.

Domain name service is available as an optional service. You are responsible for domain name registration with InterNIC and for any fees charged by InterNIC. SWAT.COOP charges a setup fee for adding your registered name on the SWAT.COOP domain name server.

SWAT.COOP grants you non-exclusive, non-transferable, limited license to store documents on a SWAT.COOP Internet World Wide Web server, and to use the server at

burst bandwidth speeds up to SWAT.COOP full capacity. SWAT.COOP will bill for usage in accordance with rate and prices published online at the time of use.

TERM AND TERMINATION

This agreement will become effective on the date the service application is entered into SWAT.COOP system (no later than the end of one business day after receipt of application). SWAT.COOP, at its sole discretion, may terminate this agreement immediately or suspend your access to the service upon any breach of this Agreement by you.

You are responsible for notifying SWAT.COOP of your wish to terminate your account if desired. Charges will continue to accrue until your notification to SWAT.COOP of account termination, or until your account is cancelled due to non-payment as stated in "Charges and Billing." If your account is cancelled due to non-payment, you will be in default and subject to any and all late fees payable by you under this Agreement.

Licenses granted hereunder will terminate automatically if you fail to comply with the limitations described herein. Upon termination, you must destroy all copies of the Software and Documentation.

EXPORT CONTROLS

None of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Yugoslavia, Iran, Syria or any country to which the United States has embargoed goods; or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Denial Orders. By downloading or using the Software, you are agreeing to the foregoing and are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list.

In addition, if the licensed Software is identified as a not-for-export product (for example, on the box, media or on the installation process), then the following applies: except for export to Canada for use in Canada by Canadian citizens, the Software and any underlying technology may not be exported outside the United States or to any foreign entity or "foreign person" as defined by U.S. Government regulations, including without limitation, anyone who is not a citizen, national or lawful permanent resident of the United States. By downloading or using the Software, you are agreeing to the foregoing and are warranting that you are not a "foreign person" or under the control of a foreign person.

EFFECT OF AGREEMENT

This Agreement (which will include the current and future Schedules hereto) represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them.

MODIFICATION OF TERMS AND CHARGES

SWAT.COOP reserves the right to change rates or otherwise modify provisions of this Agreement by notifying you at least thirty (30) days before the effective date of the change, by written or online notice. Your use of SWAT.COOP Internet Services after such notice will constitute your acceptance of the modifications to this agreement.

Southwest Arkansas Telephone Cooperative, Inc. (SWAT)
Customer Agreement and Internet Allowable Usage Policy

FORCE MAJEURE
SWAT.COOP performance hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor disputes, inability to obtain necessary supplies and the like.

SEVERABILITY
If any provision of this Agreement is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable, and all other provisions are unaffected.

NOTICES
Except as otherwise provided herein, all notices hereunder will be given in writing as follows:

Southwest Arkansas Telephone Coop., Inc.

2601 East St.

Texarkana, AR 71854

GOVERNING LAW
This Agreement will be governed by and construed under the laws of the state of Arkansas except as governed by Federal law. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly included. All disputes will be settled in Arkansas courts.

WAIVER
Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

U.S. GOVERNMENT RESTRICTED RIGHTS
Use, duplication or disclosure of Software and Documentation by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or at 252.211-7015, and in similar clauses in the NASA FAR Supplement.

Site and content Copyright © Southwest Arkansas Telephone Coop., Inc., 2010

CONTRACT FOR PROVISION OF FIBER OPTIC SERVICES

This "Contract for Provision of Fiber Optic Service" is made by and between Southwest Arkansas Telephone Cooperative, Inc./SWAT FIRST, hereinafter called "SWAT," and Texarkana Water Utilities, hereinafter called the "Customer," upon the terms and conditions below:

1. TERMS AND RENEWAL: This Contract shall be effective immediately upon execution by both parties. On the "Effective Date" as set out below, this Contract shall be in effect for a period of ten (10) years and shall be renewed for an additional five (5) year term thereafter. Each renewal of this Contract shall be upon the same terms and conditions herein contained. Customer may terminate this Contract at any time after the initial ten (10) year period by giving a thirty (30) day written notice of termination.

2. CONTRACT BILLING: Contract billing shall only commence on or after the "Effective Date". During the initial ten-year term, Customer shall pay to SWAT $1,629.00 per month; and during the five-year renewal term, Customer shall pay to SWAT $286.25 per month. SWAT shall not invoice or bill Customer for any other amount. SWAT shall bear and be solely responsible for all upfront construction costs and expenses.

3. TAXES: SWAT acknowledges Customer is tax exempt.

4. **EQUIPMENT**: Any equipment owned and installed by SWAT on Customer's premises remains the property of SWAT. Customer agrees to take reasonable care to protect equipment from theft and damage. SWAT shall be responsible for the maintenance and repair of SWAT equipment unless it is damaged as the result of customer actions. Under no circumstances is SWAT responsible for any maintenance, repair or replacement of any customer equipment.

5. SCOPE OF WORK/SERVICES, INSTALLATION, and EFFECTIVE DATE: The scope of SWAT's work and fiber optic services to be provided to Customer are set out in the "Proposal Response" attached hereto as Exhibit A and incorporated herein by reference for all purposes. Upon execution of this Contract, SWAT will immediately issue a service order that will initiate the workflows for all assigned staff for mobilization. Outside Plant Personnel will meet on site within 2 weeks of official notice and will need 45 days to complete this. An estimated timeline for project completion is 60 days. The "Effective Date" shall be the date of service activation following system testing, validation, and final sign-off by Customer; and the parties shall attach to this Contract a written memorandum of such Effective Date signed by Customer and SWAT or their respective representatives.

6. SERVICE DELIVERY: Services included in this Contract include "best effort" services to provide industry standard 99.9999% uptime.

7. TERMINATION WITHOUT CHARGE: In the event of chronic service outages (greater than 7 times a month) or in the event of chronic speed degradation (a failure to provide 80% of the contracted speeds for more than 20 business hours in any given month) the customer has the right to cancel the service with no cancellation charge, no early termination liability and no requirement to pay the remaining contracted service months.

Service Outages: Any disruption of service that leads to general or overall service unavailability that lasts for more than 30 seconds and is NOT confined to a single internet destination or group of destinations. Service outages must be reported to our repair office at 870.653.6222 for problem correction / trouble resolution.

Speed Degradation: The actual throughput of the customer's service is determined by many factors including:

1. The interface speed and throughput capabilities of the customers gateway/firewall device.
2. The interface speed of throughput capabilities of the customers internal switching and routing infrastructure.
3. The interface speed and throughput capabilities of the customers test platform.
4. The current utilization on the customers circuit by other users/applications/services at the customers location / behind the customers' gateway.
5. The throughput capabilities of the remote destination.

Considering the above, it is understood that speed tests must be performed to common speed test sites and are only truly accurate when performed directly from the demarcation point between the service provider handoff and the customer network. Chronic speed degradations must be reported to our repair office at 870.653.6222 for problem correction/trouble resolution.

8. COMMUNICATIONS: Customer agrees to provide their current email address where possible and to receive correspondence via email from SWAT regarding the Customer's service. SWAT agrees to provide the following dedicated point of contact and reporting to Customer – Lane Powers, VP of Network Services, (870)653-8130, lanep@swatco.com.

9. ACCEPTABLE USE POLICY: This contract is subject to and incorporates the Allowable Use Policy and Network Management Practices ("Use Policy") attached hereto as Exhibit B and incorporated herein by reference for all purposes; provided, however, that the provisions of this "Contract for Services" shall supersede any conflicting terms or provisions of the Use Policy.

THIS CONTRACT IS NON-TRANSFERABLE

EXECUTED this _____day of _____, 20____.

CUSTOMER: _____ACCT #: _____

SERVICE ADDRESS: _____

CITY: _____EMAIL ADDRESS: _____

MAILING ADDRESS: _____

CUSTOMER SIGNATURE:_____ CONTACT #_____

COMPANY: Southwest Arkansas Telephone Cooperative, Inc./SWAT FIRST

ACCEPTED BY: _____

Broadband Service Level: _____

[redacted]

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:

This project will replace a legacy microwave communication system and provide a significant upgrade in capabilities.

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: Texarkana Regional Airport **Action Officer:**

Subject: Resolution No. 2025-175 approving the Texarkana Regional Airport 2026-2031 Capital Improvement Plan required to secure federal grant funds for airport projects.

Briefing: **Public Hearing:** **Council Vote:** 11/10/2025

Item Schedule:

Updates/History of Briefing:

Executive Summary and Background Information:

Adopt a Resolution authorizing the Texarkana Regional Airport 2026-2031 Capital Improvement Plan

Potential Options:

- Approve
- Deny

Fiscal Implications:

$0

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. 2025-175

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE TEXARKANA REGIONAL AIRPORT 2026-2031 CAPITAL IMPROVEMENT PLAN REQUIRED TO SECURE FEDERAL GRANT FUNDS FOR AIRPORT PROJECTS; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the FAA requires a Capital Improvement Plan ("CIP") outlining all planned capital projects over the next five years in order to secure federal grant funds for airport projects; and

WHEREAS, the Authority Board approved a CIP on October 23, 2025, outlining estimated costs for projects in the years 2026-2031 totaling in the aggregate $81,615,770 [*see* **ATTH 01, 02**]; and

WHEREAS, the cities have approved the following capital matches: the City of Texarkana, Arkansas, approved capital match of $1,565,921.00 in the 2024 budget, $290,020.18 in the 2025 budget, and $198,670.51 in the 2026 budget; and the City of Texarkana, Texas, approved capital match of $2,017,419.00 in the 2024 budget, $357,201.82 in the 2025 budget; and $244,691.49 in the 2026 budget; and,

WHEREAS, the airport annually takes a capital budget for approval by the two cities; and,

WHEREAS, these CIP projects are necessary for future growth and contained in the 2024 Master Plan.

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 CIP [**ATTH 02**] and authorizes the Executive Director to send the CIP to the FAA.

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

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 102325C
A RESOLUTION APPROVING THE 2026-2031 CAPITAL IMPROVEMENT PLAN IN THE AMOUNT OF EIGHTY-ONE MILLION SIX HUNDRED FIFTEEN THOUSAND SEVEN HUNDRED AND SEVENTY DOLLARS ($81,615,770)

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 FAA requires a 5-year Capital Improvement Plan in order to provide federal grant funds for projects; and

WHEREAS, Texarkana AR approved capital match of $1,565,921.00 in the 2024 budget, $290,020.18 in the 2025 budget, and $198,670.51 in the 2026 budget; and

WHEREAS, Texarkana TX approved capital match of $2,017,419.00 in the 2024 budget, $357,201.82 in the 2025 budget; and $244,691.49 in the 2026 budget; and

WHEREAS, the airport annually takes a capital budget for approval by the two cities; and

WHEREAS, these projects are necessary for future growth and contained in the 2024 Master Plan;

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

SECTION 1. The Texarkana Regional Airport Authority Approves the Executive Director sending the 5-year Capital Improvement Plan, in the amount of $81,615,770, to the FAA.

Adopted this 23rd day of October 2025

ATTEST

Ferdinand P Mehrlich III, Director

SIGNED

Airport Authority Chair

FED FY	Available		Funding Source	ODO Project Component/Phase	Estimated Cost	Funding Plan					Match Funding Sources										
	NPE	AIG				NPE	AIG	Additional AIP	ATP	FAA	Match	ADA-AIP	ADA 90/10	ADA 80/20	ADA 50/50	TXDOT	TX State	AR State	TX	AR	TXK	PFC
2026	$ 1,300,000	$ 2,330,567	AIP	Taxiway D Widening/Taxiway D Extension/Runway 13 Conversion/Taxiway B Widening & Strengthening	$ 19,771,726	$ -		$ 11,000,000		$ 11,000,000	$ 8,771,726	$ 250,000						$ 6,627,215	$ 1,087,086	$ 807,425	$ -	
			BIL	ARFF Truck	$ 1,500,000		$ 1,425,000			$ 1,425,000	$ 75,000	$ 75,000									$ -	
			BIL/AIP	Vehicle Service Road Construction	$ 1,280,000	$ 310,433	$ 905,567	$ -		$ 1,216,000	$ 64,000	$ 64,000									$ -	
			TXDOT	MRO Site Development (Dirt, Road, Utilities, Parking)	$ 22,142,157					$ -	$ 22,142,157					$ 22,000,000			$ 78,456	$ 63,701	$ -	
			AIP	Runway Extension/Overlay	$ 20,300,000			$ 8,100,000		$ 8,100,000	$ 12,200,000	$ 250,000						$ 10,170,000	$ 982,382	$ 797,618	$ -	
			ADA (50-50)	JD Facility Construction	$ 400,000					$ -	$ 400,000				$ 200,000				$ 112,000	$ 88,000		
			ADA (80-20)	MRO Site Development (Fuel System)	$ 375,000						$ 375,000			$ 300,000					$ 41,393	$ 33,608		
			ADA (90-10)	MRO Site Development	$ 222,222						$ 222,222		$ 200,000						$ 12,264	$ 9,958		
			Remaining Funds	**2026 Annual Subtotals**	**$ 65,991,105**	**$ 310,433**	**$ 2,330,567**	**$ 19,100,000**	**$ -**	**$ 21,741,000**	**$ 44,250,105**	**$ 639,000**	**$ 200,000**	**$ 300,000**	**$ 200,000**	**$ 22,000,000**	**$ -**	**$ 16,797,215**	**$ 2,313,581**	**$ 1,800,309**	**$ -**	**$ -**
2027	$ 2,289,567	$ -	AIP	Runway 4 MALSF Construction	$ 1,683,000	$ 1,514,700				$ 1,514,700	$ 168,300							$ 1,514,700	$ 92,885	$ 75,415		
			TXDOT	General Airport Maintenance	$ 111,111											$ 100,000					$ 11,111	
																$ -					$ -	
					$ -																	
					$ -																	
			ADA (50-50)	MRO Site Development	$ 400,000										$ 200,000				$ 112,000	$ 88,000		
			ADA (80-20)	MRO Site Development	$ 375,000									$ 300,000					$ 42,000	$ 33,000		
			ADA (90-10)	General Airport Maintenance	$ 222,222								$ 200,000						$ 12,444	$ 9,778		
			Remaining Funds	**2027 Annual Subtotals**	**$ 2,791,333**	**$ 1,514,700**	**$ -**	**$ -**	**$ -**	**$ 1,514,700**	**$ 168,300**	**$ -**	**$ 200,000**	**$ 300,000**	**$ 200,000**	**$ 100,000**	**$ -**	**$ 1,514,700**	**$ 259,329**	**$ 206,193**	**$ 11,111**	**$ -**
2028	$ 2,074,867		AIP	AOA Fence Installation	$ 2,500,000	$ 2,074,867		$ 175,133		$ 2,250,000	$ 250,000	$ 250,000										
			TXDOT	General Airport Maintenance	$ 111,111											$ 100,000					$ 11,111	
			ADA (50-50)	MRO Site Development	$ 400,000										$ 200,000				$ 112,000	$ 88,000		
			ADA (80-20)	MRO Site Development	$ 375,000									$ 300,000					$ 42,000	$ 33,000		
			ADA (90-10)	General Airport Maintenance	$ 222,222								$ 200,000						$ 12,444	$ 9,778		
			Remaining Funds	**2028 Annual Subtotals**	**$ 3,608,333**	**$ 2,074,867**	**$ -**	**$ 175,133**	**$ -**	**$ 2,250,000**	**$ 250,000**	**$ 250,000**	**$ 200,000**	**$ 300,000**	**$ 200,000**	**$ 100,000**	**$ -**	**$ -**	**$ 166,444**	**$ 130,778**	**$ 11,111**	**$ -**
2029	$ 1,300,000		AIP	Runway 31 Taxilane Conversion	$ 5,900,000			$ 5,310,000		$ 5,310,000	$ 590,000	$ 250,000							$ 187,000	$ 153,000	$ -	
			TXDOT	General Airport Maintenance	$ 111,111											$ 100,000					$ 11,111	
			ADA (50-50)	MRO Site Development	$ 400,000										$ 200,000				$ 112,000	$ 88,000		
			ADA (80-20)	MRO Site Development	$ 375,000									$ 300,000					$ 42,000	$ 33,000		
			ADA (90-10)	General Airport Maintenance	$ 222,222								$ 200,000						$ 12,444	$ 9,778		
			Remaining Funds	**2029 Annual Subtotals**	**$ 7,008,333**	**$ -**	**$ -**	**$ 5,310,000**	**$ -**	**$ 5,310,000**	**$ 590,000**	**$ 250,000**	**$ 200,000**	**$ 300,000**	**$ 200,000**	**$ 100,000**	**$ -**	**$ -**	**$ 353,444**	**$ 283,778**	**$ 11,111**	**$ -**
2030	$ 2,600,000		AIP	Bank AIP Funds for Future Development	$ -			$ -		$ -	$ -											
			TXDOT	General Airport Maintenance	$ 111,111											$ 100,000					$ 11,111	
			ADA (50-50)	MRO Site Development	$ 400,000										$ 200,000				$ 112,000	$ 88,000		
			ADA (80-20)	MRO Site Development	$ 375,000									$ 300,000					$ 42,000	$ 33,000		
			ADA (90-10)	General Airport Maintenance	$ 222,222								$ 200,000						$ 12,444	$ 9,778		
			Remaining Funds	**2030 Annual Subtotals**	**$ 1,108,333**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 200,000**	**$ 300,000**	**$ 200,000**	**$ 100,000**	**$ -**	**$ -**	**$ 166,444**	**$ 130,778**	**$ 11,111**	**$ -**
2031	$ 3,900,000		AIP	Bank AIP Funds for Future Development	$ -	$ -		$ -		$ -	$ -										$ -	
			TXDOT	General Airport Maintenance	$ 111,111											$ 100,000					$ 11,111	
			ADA (50-50)	MRO Site Development	$ 400,000										$ 200,000				$ 112,000	$ 88,000		
			ADA (80-20)	MRO Site Development	$ 375,000									$ 300,000					$ 42,000	$ 33,000		
			ADA (90-10)	General Airport Maintenance	$ 222,222								$ 200,000						$ 12,444	$ 9,778		
			Remaining Funds	**2031 Annual Subtotals**	**$ 1,108,333**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 200,000**	**$ 300,000**	**$ 200,000**	**$ 100,000**	**$ -**	**$ -**	**$ 166,444**	**$ 130,778**	**$ 11,111**	**$ -**
				6 Year CIP Totals:	**$ 81,615,770**	**$ 3,900,000**	**$ 2,330,567**	**$ 24,585,133**	**$ -**	**$ 30,815,700**	**$ 45,258,405**	**$ 1,139,000**	**$ 1,200,000**	**$ 1,800,000**	**$ 1,200,000**	**$ 22,500,000**	**$ -**	**$ 18,311,915**	**$ 3,425,687**	**$ 2,682,613**	**$ 55,555**	**$ -**

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: Texarkana Regional Airport **Action Officer:**

Subject: Resolution No. 2025-176 approving the Texarkana Regional Airport Executive Director to execute necessary documents with Miller County to swap the former Arkansas National Guard building and land with the Miller County Juvenile Detention Center.

Briefing: **Public Hearing:** **Council Vote:** 11/10/2025

Item Schedule:

Updates/History of Briefing:

Adopt a Resolution authorizing the Texarkana Regional Airport to swap the old Arkansas National Guard building and land with the Miller County Juvenile Detention Center. The FAA is requiring that the JDC be demolished in order to allow the Airport runway to be extended. This will be a no-cost swap.

Executive Summary and Background Information:

Adopt a Resolution authorizing the Texarkana Regional Airport to swap a parcel of land with Miller County

Potential Options:

- Approve
- Deny

Fiscal Implications:

$0

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. 2025-176

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE TEXARKANA REGIONAL AIRPORT EXECUTIVE DIRECTOR TO EXECUTE NECESSARY DOCUMENTS WITH MILLER COUNTY, ARKANSAS, TO SWAP THE FORMER ARKANSAS NATIONAL GUARD BUILDING AND LAND WITH THE MILLER COUNTY JUVENILE DETENTION CENTER; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, Parcel 292900, (2.2) acres housing the Miller County Juvenile Detention Center is owned by Miller County, Arkansas, located at 2200 Banks Road, Texarkana Arkansas; and

WHEREAS, the northeast corner of Parcel 231700, (5 acres) housing the former Arkansas National Guard Armory building is owned by the Texarkana Regional Airport Authority located at 4800 Airport Road, Texarkana Arkansas; and

WHEREAS, Section 6-31 of Texarkana AR City Code and Section 4-25 of Texarkana TX City Code require the Airport Authority to seek joint written city approval to sell, transfer, or in any manner encumber property; and

WHEREAS, the Federal Aviation Administration requires airports to seek a release of airport property prior to selling land; and

WHEREAS, the Federal Aviation Administration released approval with a Categorical Exemption under NEPA review under 49 U.S.C. § 47107(h), FAA Order 5190.6B (Airport Compliance Manual), and FAA Order 1050.1F (NEPA); and

WHEREAS, both Miller County, Arkansas, and the Texarkana Regional Airport Authority wish to make this trade; and

WHEREAS, the airport intends to extend runway 4-22 by 500’ to accommodate wide body aircraft; and

WHEREAS, the Miller County Juvenile Detention Center must be removed for the Federal Aviation Administration to allow the Airport Authority to extend the runway.

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

SECTION 1: The City Council approves the Executive Director executing an agreement with Miller County, Arkansas, to swap the former Arkansas National Guard Armory building and land with the Miller County Juvenile Detention Center, with the approval of both city governments.

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

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 102325A
A RESOLUTION APPROVING THE EXECUTIVE DIRECTOR TO EXECUTE NECESSARY DOCUMENTS WITH MILLER COUNTY TO SWAP PROPERTIES

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, Parcel 292900, 2.2 acres housing the Miller County Juvenile Center is owned by Miller County located at 2200 Banks Road, Texarkana AR; and,

WHEREAS, The Northeast corner of Parcel 231700, 5 acres housing the former Arkansas National Guard Armory building is owned by the Texarkana Regional Airport Authority located at 4800 Airport Road, Texarkana AR; and,

WHEREAS, Section 6-31 of Texarkana AR City Code and Section 4-25 of Texarkana TX City Code require the Airport Authority to seek joint written city approval to sell, transfer, or in any manner encumber property; and,

WHEREAS, The Federal Aviation Administration requires airports to seek a release of Airport Property prior to selling land; and,

WHEREAS, The Federal Aviation Administration released approval with a Categorical Exemption under NEPA review under 49 U.S.C. § 47107(h), FAA Order 5190.6B (Airport Compliance Manual), and FAA Order 1050.1F (NEPA); and,

WHEREAS, Both Miller County and the Texarkana Regional Airport Authority wish to make this trade; and,

WHEREAS, The airport is intending to extend runway 4-22 by 500' to accommodate wide body aircraft; and,

WHEREAS, The Juvenile Detention Center must be removed for the Federal Aviation Administration to allow the Airport Authority to extend the runway;

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

SECTION 1. The Texarkana Regional Airport Authority Approves the Executive Director executing necessary documents with Miller County Arkansas to swap properties, with the approval of both City Governments.

TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 102325A
A RESOLUTION APPROVING THE EXECUTIVE DIRECTOR TO EXECUTE NECESSARY DOCUMENTS WITH MILLER COUNTY TO SWAP PROPERTIES

Adopted this 23rd day of October 2025

ATTEST

Ferdinand P Mehrlich III, Director

SIGNED

Airport Authority Chair

CATEX Documentation

Land Swap
Texarkana Regional Airport (TXK)
Texarkana, AR

Project Number: 24-5841



CATEX DOCUMENTATION

McCLELLAND CONSULTING ENGINEERS, INC.

7302 Kanis Road
Little Rock, AR
(501) 371-0272
mce.us.com

TEXARKANA REGIONAL AIRPORT

Sponsor:

Texarkana Regional Airport Authority
Paul Mehrlich, Airport Director
2600 TXK Blvd
Texarkana, AR 71854
(870) 774.2171
director@txkairport.com

APPENDIX A. DOCUMENTED CATEX

Airport sponsors may use this form for projects eligible for a categorical exclusion (CATEX) that have greater potential for extraordinary circumstances or that otherwise require additional documentation, as described in the Environmental Orders (FAA Order 1050.1F and FAA Order 5050.4B).

To request a CATEX determination from the FAA, the sponsor should review potentially affected environmental resources, review the requirements of the applicable special purpose laws, and **consult with the Airports District Office or Regional Airports Division Office staff** about the type of information needed. The form and supporting documentation should be completed in accordance with the provisions of FAA Order 5050.4B, paragraph 302b, and submitted to the appropriate FAA Airpor5ts District/Division Office. The CATEX cannot be approved until all information/documentation is received and all requirements have been fulfilled.

Name of Airport, LOC ID, and location:

Texarkana Regional Airport, KTXK

2600 TXK Blvd, Texarkana, Arkansas 71854

Project Title:

Land Swap

Give a brief, but complete description of the proposed project, including all project components, justification, estimated start date, and duration of the project. Include connected actions necessary to implement the proposed project (including but not limited to moving NAVAIDs, change in flight procedures, haul routes, new material or expanded material sources, staging or disposal areas). Attach a sketch or plan of the proposed project. Photos can also be helpful.

This project includes a land swap that will allow TXK to secure the Runway Protection Zone (RPZ) for the future extended Runway 4 end. See Attachment A for a Land Swap Exhibit that uses the Airport Property Inventory Map to indicate which parcels will be exchanged. Texarkana Airport Authority (TXK) will give up Parcel 48A and will receive Parcel 59. Parcel 48A is composed of 5.27 acres and currently contains the Markham Armory, a facility operated by the Arkansas Army National Guard. Parcel 59 is composed of 2.52 acres and currently contains a building that previously served as the Lantz Lurry Juvenile Detention Center. The exchange is occuring between TXK and the Arkansas Army National Guard.

Give a brief, but complete, description of the proposed project area. Include any unique or natural features within or surrounding airport property.

Parcel 48A is located north of Runway 13 and currently contains an armory facility. The parcel is located outside of all aeronautical safety and protection areas. Parcel 59 is located southwest of Runway 4, across Interstate 49. The project will not include any construction, demolition, or physical alterations.

Identify the appropriate CATEX paragraph(s) from Order 1050.1F (paragraph 5-6.1 through 5-6.6) or 5050.4B (Tables 6-1 and 6-2) that apply to the project. Describe if the project differs in any way from the specific language of the CATEX or examples given as described in the Order.

This project falls under the CATEX paragraph 5-6.4r which approves funding for the acquisition of three acres or less of land with associated easements and rights-of-ways.

The circumstances one must consider when documenting a CATEX are listed below along with each of the impact categories related to the circumstance. Use FAA Environmental Orders 1050.1F, 5050.4B, and the Desk Reference for Airports Actions, as well as other guidance documents to assist you in determining what information needs to be provided about these resource topics to address potential impacts. Keep in mind that both construction and operational impacts must be included. Indicate whether or not there would be any effects under the particular resource topic and, **if needed**, cite available references to support these conclusions. Additional analyses and inventories can be attached or cited as needed.

5-2.b(1) National Historic Preservation Act (NHPA) resources

	YES	NO
Are there historic/cultural resources listed (or eligible for listing) on the National Register of Historic Places located in the Area of Potential Effect? If yes, provide a record of the historic and/or cultural resources located therein and check with your local Airports Division/District Office to determine if a Section 106 finding is required. No historical/cultural resources listed on the NRHP will be affected.	☐	☒
Does the project have the potential to cause effects? If yes, describe the nature and extent of the effects. The project does not have the potential to cause effects. The land to be released is being released to the party that currently operates a facility on the land. The land to be acquired is currently not being used and the airport intends to acquire this land to ensure the future RPZ will not be impeded.	☐	☒
Is the project area undisturbed? If not, provide information on the prior disturbance (including type and depth of disturbance, if available) No, both land parcels have been disturbed.	☐	☒
Will the project impact tribal land or land of interest to tribes? If yes, describe the nature and extent of the effects and provide information on the tribe affected. Consultation with their THPO or a tribal representative along with the SHPO may be required. **There is no tribal land located within the proposed project area.**	☐	☒

5-2.b(2) Department of Transportation Act Section 4(f) and 6(f) resources

	YES	NO
Are there any properties protected under Section 4(f) (as defined by FAA Order 1050.1F) in or near the project area? This includes publicly owned parks, recreation areas, and wildlife or waterfowl refuges of national, state or local significance or land from a historic site of national, state or local significance. There are no properties protected under Section 4(f) within the project area.	☐	☒
Will project construction or operation physically or constructively "use" any Section 4(f) resource? If yes, describe the nature and extent of the use and/or impacts, and why there are no prudent and feasible alternatives. See 5050.4B Desk Reference Chapter 7. N/A	☐	☒
Will the project affect any recreational or park land purchased with Section 6(f) Land and Water Conservation Funds? If so, please explain, if there will be impacts to those properties. There are no Section 6(f) properties near the project area.	☐	☒

5-2.b(3) Threatened or Endangered Species

	YES	NO
Are there any federal or state listed endangered, threatened, or candidate species or designated critical habitat in or near the project area? This includes species protected by individual statute, such as the Bald Eagle. See Attachment 2 - IPaC Trust Resource List.	☒	☐
Does the project affect or have the potential to affect, directly or indirectly, any federal or state-listed, threatened, endangered or candidate species, or designated habitat under the Endangered Species Act? If yes, Section 7 consultation between the FAA and the US Fish & Wildlife Service, National Marine Fisheries Service, and/or the appropriate state agency will be necessary. Provide a description of the impacts and how impacts will be avoided, minimized, or mitigated. Provide the Biological Assessment and Biological Opinion, if required. The project will have no impacts, directly or indirectly, to any federal or state-listed, threatened, endangered or candidate species, or designated habitat under the Endangered Species Act.	☐	☒

	YES	NO
Does the project have the potential to take birds protected by the Migratory Bird Treaty Act? Describe steps to avoid, minimize, or mitigate impacts (such as timing windows determined in consultation with the US Fish & Wildlife Service). There is no potential to take any migratory birds during the project.	☐	☒

5-2.b (4) Other Resources

Items to consider include:

a. Fish and Wildlife Coordination Act	YES	NO
Does the project area contain resources protected by the Fish and Wildlife Coordination Act? If yes, describe any impacts and steps taken to avoid, minimize, or mitigate impacts. There are no resources protected by the Fish and Wildlife Coordination Act within the project area.	☐	☒
b. Wetlands and Other Waters of the U.S.	**YES**	**NO**
Are there any wetlands or other waters of the U.S. in or near the project area? There are wetlands in the vicinity of the land parcels, but there are no wetlands or other waters of the U.S. within the parcels being exchanged. Since the project will not include any physical alterations, no wetlands or other waters of the U.S. will be affected by this project.	☐	☒
Has wetland delineation been completed within the proposed project area? If yes, please provide U.S. Army Corps of Engineers (USACE) correspondence and jurisdictional determination. If delineation was not completed, was a field check done to confirm the presence/absence of wetlands or other waters of the U.S.? If no to both, please explain what methods were used to determine the presence/absence of wetlands. N/A	☐	☒
If wetlands are present, will the project result in impacts, directly or indirectly (including tree clearing)? Describe any steps taken to avoid, minimize or mitigate the impact. N/A	☐	☒
Is a USACE Clean Water Act Section 404 permit required? If yes, does the project fall within the parameters of a general permit? If so, which general permit? N/A	☐	☒
c. Floodplains	**YES**	**NO**
Will the project be located in, encroach upon or otherwise impact a floodplain? If yes, describe impacts and any agency coordination or public review completed including coordination with the local floodplain administrator. Attach the FEMA map if applicable and any documentation.	☒	☐

The land to be acquired by TXK encroahes upon a Zone A floodplain, see Attachment 4 - FEMA FIRM Map. Since TXK is acquiring this land to prevent further development within the future RW 4 RPZ, no impacts are anticipated to the floodplain. No floodplains are located within or near the land to be released by TXK.		
d. Coastal Resources	**YES**	**NO**
Will the project occur in or impact a coastal zone as defined by the State's Coastal Zone Management Plan? If yes, discuss the project's consistency with the State's CZMP. Attach the consistency determination if applicable. The project will not occur in a coastal zone.	☐	☒
Will the project occur in or impact the Coastal Barrier Resource System as defined by the US Fish and Wildlife Service? N/A	☐	☒
e. National Marine Sanctuaries	**YES**	**NO**
Is a National Marine Sanctuary located in the project area? If yes, discuss the potential for the project to impact that resource. N/A	☐	☒
f. Wilderness Areas	**YES**	**NO**
Is a Wilderness Area located in the project area? If yes, discuss the potential for the project to impact that resource. No wilderness areas are located in the project area.	☐	☒
g. Farmland	**YES**	**NO**
Is there prime, unique, state, or locally important farmland in/near the project area? Describe any significant impacts from the project. The project area is located on airport property and is previously distrubed. No prime farmland exists in the project area.	☐	☒
Does the project include the acquisition and conversion of farmland? If farmland will be converted, describe coordination with the US Natural Resources Conservation and attach the completed Form AD-1006. There is no farmland or potential farmland located in the project area.	☐	☒

h. Energy Supply and Natural Resources	YES	NO
Will the project change energy requirements or use consumable natural resources either during construction or during operations? The project will not change energy requirements or use consumable natural resources during construction or during operations.	☐	☒
Will the project change aircraft/vehicle traffic patterns that could alter fuel usage either during construction or operations? The project will not change aircraft or vehicle patterns.	☐	☒
i. Wild and Scenic Rivers	**YES**	**NO**
Is there a river on the Nationwide Rivers Inventory, a designated river in the National System, or river under State jurisdiction (including study or eligible segments) near the project? There are no Wild & Scenic Rivers near Texarkana Regional Airport, see Attachment 5. The closest Wild & Scenic Rivers are located over 50 miles north of the airport.	☐	☒
Will the project directly or indirectly affect the river or an area within ¼ mile of its ordinary high water mark? N/A	☐	☒
j. Solid Waste Management	**YES**	**NO**
Does the project (either the construction activity or the completed, operational facility) have the potential to generate significant levels of solid waste? If so, discuss how these will be managed. There will be no solid waste generation.	☐	☒

5-2.b(5) Disruption of an Established Community

	YES	NO
Will the project disrupt a community, planned development or be inconsistent with plans or goals of the community? N/A	☐	☒
Are residents or businesses being relocated as part of the project? N/A	☐	☒



5-2.b(7) Surface Transportation

	YES	NO
Will the project cause a significant increase in surface traffic congestion or cause a degradation of level of service provided? There will not be any change in the congestion or level of service.	☐	☒
Will the project require a permanent road relocation or closure? If yes, describe the nature and extent of the relocation or closure and indicate if coordination with the agency responsible for the road and emergency services has occurred. N/A	☐	☒

5-2.b(8) Noise

	YES	NO
Will the project result in an increase in aircraft operations, nighttime operations, or change aircraft fleet mix? The project will not increase aircraft operations, nighttime operations, or change the aircraft fleet mix.	☐	☒
Will the project cause a change in airfield configuration, runway use, or flight patterns either during construction or after the project is implemented? The project will not change the airfield configuration, runway use, or flight patterns.	☐	☒
Does the forecast exceed 90,000 annual propeller operations, 700 annual jet operations or 10 daily helicopter operations or a combination of the above? If yes, a noise analysis may be required if the project would result in a change in operations. The forecast exceeds the annual jet operations; however, the project will not result in a change in operations since the project will only consist of a land exchange.	☒	☐

	YES	NO
Has a noise analysis been conducted, including but not limited to generated noise contours, a specific point analysis, area equivalent method analysis, or other screening method. If yes, provide that documentation. N/A	☐	☒
Could the project have a significant impact (DNL 1.5 dB or greater increase) on noise levels over noise sensitive areas within the 65+ DNL noise contour? N/A	☐	☒

5-2.b(9) Air Quality

	YES	NO
Is the project located in a Clean Air Act non-attainment or maintenance area? The project is not located in a Clean Air Act non-attainment or maintenance area.	☐	☒
If yes, is it listed as exempt, presumed to conform or will emissions (including construction emissions) from the project be below *de minimis* levels (provide the paragraph citation for the exemption or presumed to conform list below, if applicable) Is the project accounted for in the State Implementation Plan or specifically exempted? Attach documentation. N/A	☐	☒
Does the project have the potential to increase landside or airside capacity, including an increase of surface vehicles? N/A	☐	☒
Could the project impact air quality or violate local, State, Tribal or Federal air quality standards under the Clean Air Act Amendments of 1990 either during construction or operations? N/A	☐	☒

5-2.b (10) Water Quality

	YES	NO
Are there water resources within or near the project area? These include groundwater, surface water (lakes, rivers, etc.), sole source aquifers, and public water supply. If yes, provide a description of the resource, including the location (distance from project site, etc.). No water resources are located within or near the project area.	☐	☒
Will the project impact any of the identified water resources either during construction or operations? Describe any steps that will be taken to protect water resources during and after construction. N/A	☐	☒
Will the project increase the amount or rate of stormwater runoff either during construction or during operations? Describe any steps that will be taken to ensure it will not impact water quality. Since the project will only consist of a land exchange, the stormwater runoff conditions will be unaltered.	☐	☒
Does the project have the potential to violate federal, state, tribal or local water quality standards established under the Clean Water and Safe Drinking Water Acts? No water quality standards will be violated during the project.	☐	☒
Are any water quality related permits required? If yes, list the appropriate permits. No permits are required.	☐	☒

5-2.b(11) Highly Controversial on Environmental Grounds

	YES	NO
Is the project highly controversial? The term “highly controversial” means a substantial dispute exists as to the size, nature, or effect of a proposed federal action. The effects of an action are considered highly controversial when reasonable disagreement exists over the project’s risks of causing environmental harm. Mere opposition to a project is not sufficient to be considered highly controversial on environmental grounds. Opposition on environmental grounds by a federal, state, or local government agency or by a tribe or a substantial number of the persons affected by the action should be considered in determining whether or not reasonable disagreement exists regarding the effects of a proposed action. There is no public opposition to this project.	☐	☒

5-2.b(12) Inconsistent with Federal, State, Tribal or Local Law

	YES	NO
Will the project be inconsistent with plans, goals, policy, zoning, or local controls that have been adopted for the area in which the airport is located? The project is consistent with the airport plans and goals.	☐	☒
Is the project incompatible with surrounding land uses? The project will only include a land exchange.	☐	☒

5-2 .b (13) Light Emissions, Visual Effects, and Hazardous Materials

a. Light Emissions and Visual Effects	**YES**	**NO**
Will the proposed project produce light emission impacts? No light emission impacts will be produced by the project.	☐	☒
Will there be visual or aesthetic impacts as a result of the proposed project and/or have there been concerns expressed about visual/aesthetic impacts? There will be no visual or aesthetic impacts.	☐	☒
b. Hazardous Materials	**YES**	**NO**
Does the project involve or affect hazardous materials? No.	☐	☒
Will construction take place in an area that contains or previously contained hazardous materials? The project will not include construction.	☐	☒
If the project involves land acquisition, is there a potential for this land to contain hazardous materials or contaminants? The land to be acquired does not contain hazardous materials or contaminants.	☐	☒
Will the proposed project produce hazardous and/or solid waste either during construction or after? If yes, how will the additional waste be handled? There will be no permanent production of hazardous and/or solid waste as a result of the project.	☐	☒

5-2 .b (14) Public Involvement

	YES	NO
Was there any public notification or involvement? If yes, provide documentation. There was no public involvement needed for the project.	☐	☒

[redacted]

Permits

List any permits required for the proposed project that have not been previously discussed. Provide details on the status of permits.

None are required for this project.

Environmental Commitments

List all measures and commitments made to avoid, minimize, mitigate, and compensate for impacts on the environment, which are needed for this project to qualify for a CATEX.

Since this project will only include a land acquisition, all steps will be taken to ensure no secondary/indirect/induce impacts will occur.

Preparer Information

Point of Contact: Matthew Vinyard, P.E.		
Address: 7302 Kanis Road		
City: Little Rock	**State:** AR	**Zip Code:** 72204
Phone: 501-371-0272	**Email Address:** mvinyard@mce.us.com	

Signature: _____ Date: 05/29/2025

Airport Sponsor Information and Certification (may not be delegated to consultant)

Provide contact information for the designated sponsor point of contact and any other individuals requiring notification of the FAA decision.

Point of Contact: Paul Mehrlich, Airport Director		
Address: 2600 TXK Blvd		
City: Texarkana	**State:** AR	**Zip Code:** 71854
Phone Number: 870-774-2171	**Email Address**: director@txkairport.com	
Additional Name(s):	**Additional Email Address(es):**	

I certify that the information I have provided above is, to the best of my knowledge, correct. I also recognize and agree that no construction activity, including but not limited to site preparation, demolition, or land disturbance, shall proceed for the above proposed project(s) until FAA issues a final environmental decision for the proposed project(s) and until compliance with all other applicable FAA approval actions (e.g., ALP approval, airspace approval, grant approval) has occurred.

Signature: _____ Date: 05/29/2025

FAA Decision

Having reviewed the above information, it is the FAA's decision that the proposed project (s) or development warrants environmental processing as indicated below.

Name of Airport, LOC ID, and location:

Texarkana Regional Airport, TXK, Texarkana, AR

Project Title:

Land Swap

☒ No further NEPA review required. Project is categorically excluded per (cite applicable 1050.1.F CATEX that applies:)

☐..An Environmental Assessment (EA) is required.

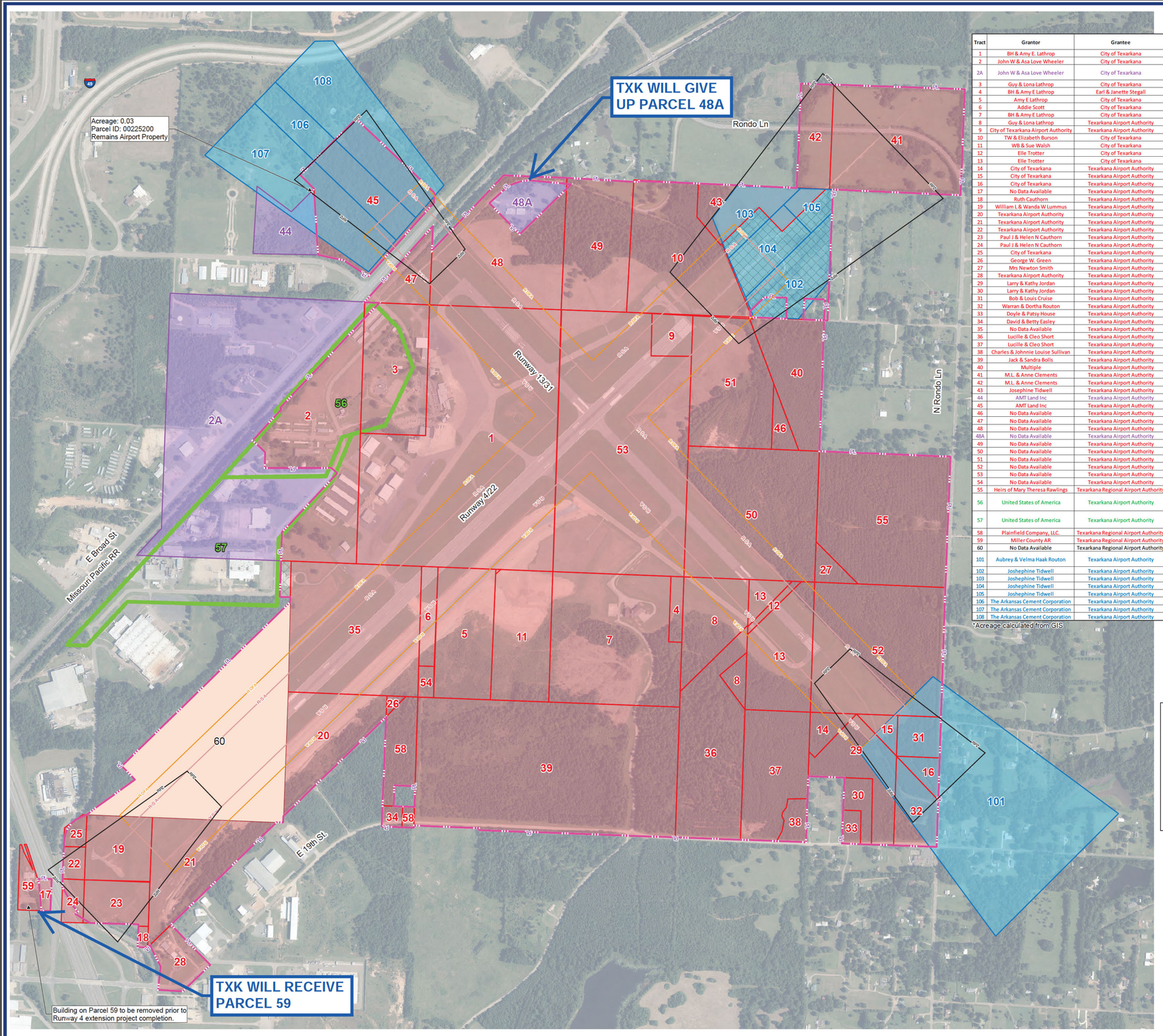
☐..An Environmental Impact Statement (EIS) is required.

☐..The following additional documentation is necessary for FAA to perform a complete environmental evaluation of the proposed project.

Name: John MacFarlane Title:
Responsible FAA Official

Signature: _____ Date:

Attachment 1



Tract	Grantor	Grantee	Interest	Acreage	Instrument	Book	Page	Easement	Grant Information	Date	Notes
1	BH & Amy E. Lathrop	City of Texarkana	Fee Simple	100.00	Warranty Deed	85	443	N/A	No Data Available	8/29/1928	
2	John W & Asa Love Wheeler	City of Texarkana	Fee Simple	34.09*	Quit Claim Deed	85	439	N/A	No Data Available	8/31/1928	
2A	John W & Asa Love Wheeler	City of Texarkana	Fee Simple	86.50*	Quit Claim Deed	85	439	N/A	No Data Available	8/31/1928	Previously Owned. Originally part of Tract 2.
3	Guy & Lona Lathrop	City of Texarkana	Fee Simple	20.00	Warranty Deed	85	444	N/A	No Data Available	9/1/1928	
4	BH & Amy E Lathrop	Earl & Janette Stegall	Fee Simple	2.00	Warranty Deed	91	416	N/A	No Data Available	1/21/1929	
5	Amy E Lathrop	City of Texarkana	Fee Simple	17.55*	Warranty Deed	99	558	N/A	No Data Available	1/25/1934	
6	Addie Scott	City of Texarkana	Fee Simple	3.80	Warranty Deed	108	38	N/A	No Data Available	7/30/1936	
7	BH & Amy E Lathrop	City of Texarkana	Fee Simple	38.00	Warranty Deed	130	76	N/A	No Data Available	10/30/1940	
8	Guy & Lona Lathrop	Texarkana Airport Authority	Fee Simple	14.31	Warranty Deed	130	75	N/A	9-03-019-6003 FAAP	11/6/1941	
9	City of Texarkana Airport Authority	Texarkana Airport Authority	Fee Simple	4.00	Warranty Deed	129	81	N/A	No Data Available	11/29/1941	
10	TW & Elizabeth Burson	City of Texarkana	Fee Simple	28.39*	Warranty Deed	130	117	N/A	No Data Available	12/2/1941	
11	WB & Sue Walsh	City of Texarkana	Fee Simple	17.40	Warranty Deed	130	333	N/A	No Data Available	4/8/1942	
12	Elle Trotter	City of Texarkana	Fee Simple	1.00	Warranty Deed	130	554	N/A	No Data Available	9/18/1942	
13	Elle Trotter	City of Texarkana	Fee Simple	19.00	Warranty Deed	137	418	N/A	No Data Available	5/13/1943	
14	City of Texarkana	Texarkana Airport Authority	Fee Simple	7.19	Warranty Deed	68	128	N/A	9-03-019-6003 FAAP	11/4/1958	
15	City of Texarkana	Texarkana Airport Authority	Fee Simple	7.19	Warranty Deed	68	128	N/A	9-03-019-6003 FAAP	11/4/1958	
16	City of Texarkana	Texarkana Airport Authority	Fee Simple	7.19	Warranty Deed	68	128	N/A	9-03-019-6003 FAAP	11/4/1958	
17	No Data Available	Texarkana Airport Authority	No Data Available	0.82	No Data Available	224	389	N/A	No Data Available	6/14/1968	
18	Ruth Cauthorn	Texarkana Airport Authority	Fee Simple	0.46	Warranty Deed	224	393	N/A	No Data Available	6/18/1968	
19	William L & Wanda W Lummus	Texarkana Airport Authority	Fee Simple	9.93	Warranty Deed	224	391	N/A	9-03-019-C805 FAAP	6/18/1968	
20	Texarkana Airport Authority	Texarkana Airport Authority	Fee Simple	16.85	Warranty Deed	223	80	N/A	9-03-019-C805 FAAP	2/5/1969	
21	Texarkana Airport Authority	Texarkana Airport Authority	Fee Simple	19.05	Warranty Deed	223	80	N/A	9-03-019-C805 FAAP	2/5/1969	
22	Texarkana Airport Authority	Texarkana Airport Authority	Fee Simple	1.67	Warranty Deed	223	80	N/A	9-03-019-C805 FAAP	2/5/1969	
23	Paul J & Helen N Cauthorn	Texarkana Airport Authority	Fee Simple	6.64	Warranty Deed	224	389	N/A	9-03-019-C805 FAAP	6/16/1969	
24	Paul J & Helen N Cauthorn	Texarkana Airport Authority	Fee Simple	2.20	Warranty Deed	224	389	N/A	9-03-019-C805 FAAP	6/16/1969	
25	City of Texarkana	Texarkana Airport Authority	Fee Simple	1.36	Warranty Deed	243	544	N/A	9-03-019-C805 FAAP	2/7/1973	
26	George W. Green	Texarkana Airport Authority	Fee Simple	0.54	Quit Claim Deed	243	577	N/A	No Data Available	2/9/1973	
27	Mrs Newton Smith	Texarkana Airport Authority	Fee Simple	1.92	Warranty Deed	260	561	N/A	6-05-0061-05 & 06 ADAP	5/27/1976	
28	Texarkana Airport Authority	Texarkana Airport Authority	Fee Simple	5.50	Warranty Deed	271	461	N/A	6-05-0062-08-ADAP	4/24/1978	
29	Larry & Kathy Jordan	Texarkana Airport Authority	Fee Simple	11.46	Warranty Deed	271	665	N/A	6-05-0061-08 ADAP	5/9/1978	
30	Larry & Kathy Jordan	Texarkana Airport Authority	Fee Simple	3.00	Warranty Deed	271	665	N/A	6-05-0061-08 ADAP	5/9/1978	
31	Bob & Louis Cruise	Texarkana Airport Authority	Fee Simple	4.45	Warranty Deed	271	617	N/A	6-05-0061-08 ADAP	5/9/1978	
32	Warran & Dortha Routon	Texarkana Airport Authority	Fee Simple	6.85	Warranty Deed	271	678	N/A	6-05-0061-08 ADAP	5/10/1978	
33	Doyle & Patsy House	Texarkana Airport Authority	Fee Simple	2.00	Warranty Deed	272	169	N/A	6-05-0061-08 ADAP	6/7/1978	
34	David & Betty Easley	Texarkana Airport Authority	Fee Simple	0.98	Warranty Deed	273	464	N/A	6-05-0062-10-ADAP	8/31/1978	
35	No Data Available	Texarkana Airport Authority	No Data Available	40.00	No Data Available	274	170	N/A	No Data Available	10/20/1978	
36	Lucille & Cleo Short	Texarkana Airport Authority	Fee Simple	25.76	Warranty Deed	278	492	N/A	6-05-0062-10-ADAP	8/10/1979	
37	Lucille & Cleo Short	Texarkana Airport Authority	Fee Simple	17.54	Warranty Deed	278	492	N/A	6-05-0062-10-ADAP	8/10/1979	
38	Charles & Johnnie Louise Sullivan	Texarkana Airport Authority	Fee Simple	2.40	Warranty Deed	289	516	N/A	6-05-0062-10-ADAP	12/22/1981	
39	Jack & Sandra Bolls	Texarkana Airport Authority	Fee Simple	80.00	Warranty Deed	331	133	N/A	No Data Available	9/8/1989	
40	Multiple	Texarkana Airport Authority	Fee Simple	14.69	Warranty Deed	356	178	N/A	No Data Available	10/26/1993	
41	M.L. & Anne Clements	Texarkana Airport Authority	Fee Simple	32.00	Warranty Deed	360	426	N/A	Grant # 010-1993	5/5/1994	
42	M.L. & Anne Clements	Texarkana Airport Authority	Fee Simple	8.00	Warranty Deed	360	426	N/A	Grant # 010-1993	5/5/1994	
43	Josephine Tidwell	Texarkana Airport Authority	Fee Simple	10.22	Warranty Deed	370	3	N/A	No Data Available	11/22/1995	
44	AMT Land Inc	Texarkana Airport Authority	Fee Simple	8.20	Special Warranty Deed	384	687	N/A	No Data Available	1/9/1998	8.197 Acre section sold in 2024
45	AMT Land Inc	Texarkana Airport Authority	Fee Simple	25.29	Special Warranty Deed	384	687	N/A	No Data Available	1/9/1998	
46	No Data Available	Texarkana Airport Authority	Fee Simple	14.60	Redemption Deed	395	395	N/A	No Data Available	4/30/1999	
47	No Data Available	Texarkana Airport Authority	No Data Available	6.00	No Data Available	No Data Available	No Data Available	N/A	No Data Available	No Data Available	
48	No Data Available	Texarkana Airport Authority	No Data Available	28.73	No Data Available	No Data Available	No Data Available	N/A	No Data Available	No Data Available	
48A	No Data Available	Texarkana Airport Authority	No Data Available	5.27	No Data Available	No Data Available	No Data Available	N/A	No Data Available	No Data Available	Land Swap with National Guard Armory
49	No Data Available	Texarkana Airport Authority	No Data Available	40.00	No Data Available	No Data Available	No Data Available	N/A	No Data Available	No Data Available	
50	No Data Available	Texarkana Airport Authority	No Data Available	40.00	No Data Available	No Data Available	No Data Available	N/A	No Data Available	No Data Available	
51	No Data Available	Texarkana Airport Authority	No Data Available	40.09*	No Data Available	No Data Available	No Data Available	N/A	No Data Available	No Data Available	
52	No Data Available	Texarkana Airport Authority	No Data Available	40.00	No Data Available	No Data Available	No Data Available	N/A	9-03-019-6003 FAAP	No Data Available	
53	No Data Available	Texarkana Airport Authority	No Data Available	160.00	No Data Available	No Data Available	No Data Available	N/A	No Data Available	No Data Available	
54	No Data Available	Texarkana Airport Authority	No Data Available	1.14*	No Data Available	No Data Available	No Data Available	N/A	No Data Available	No Data Available	
55	Heirs of Mary Theresa Rawlings	Texarkana Regional Airport Authority	Fee Simple	36.81	Warranty Deed	2021R00702	N/A	N/A	No Data Available	8/31/2021	
56	United States of America	Texarkana Airport Authority	Fee Simple	40.93	Deed Of Release	No Data Available	No Data Available	N/A	N/A	1/3/1972	Surplus Property Transfer - Released from federal obligation
57	United States of America	Texarkana Airport Authority	Fee Simple	34.25	Deed Of Release	No Data Available	No Data Available	N/A	N/A	1/3/1972	Surplus Property Transfer - Released from federal obligation
58	Plainfield Company, LLC.	Texarkana Regional Airport Authority	Fee Simple	8.00	Warranty Deed	2022	R005429	N/A	N/A	7/8/2022	
59	Miller County AR	Texarkana Regional Airport Authority	Fee Simple	2.52	Property Swap	No Data Available	No Data Available	N/A	N/A	Nov. 2024	Property Swap W/ Natl. Guard Armory
60	No Data Available	Texarkana Regional Airport Authority	No Data Available	52.42	No Data Available	No Data Available	No Data Available	No Data Available	No Data Available	No Data Available	No Property Or Tax Data Available
101	Aubrey & Velma Haak Routon	Texarkana Airport Authority	Fee Simple	74.19	Easement	MISC 3	332-334	Clear Zone	No Data Available	11/4/1958	Drawn From Property Description. Does not align with existing RPZ.
102	Josephine Tidwell	Texarkana Airport Authority	Fee Simple	10.89	Easement	Misc 10	281	Clear Zone	9-03-019-C805 FAAP	12/3/1968	
103	Josephine Tidwell	Texarkana Airport Authority	Fee Simple	7.12	Easement	Misc 10	286	Clear Zone	9-03-019-C805 FAAP	12/3/1968	
104	Josephine Tidwell	Texarkana Airport Authority	Fee Simple	7.83	Easement	Misc 10	487	Clear Zone	9-03-019-C805 FAAP	3/15/1969	
105	Josephine Tidwell	Texarkana Airport Authority	Fee Simple	3.31	Easement	Misc 10	492	Clear Zone	9-03-019-C805 FAAP	3/15/1969	
106	The Arkansas Cement Corporation	Texarkana Airport Authority	Fee Simple	13.6	Easement	Misc 04	409	Clear Zone	No Data Available	9/7/1960	
107	The Arkansas Cement Corporation	Texarkana Airport Authority	Fee Simple	26.2	Easement	Misc 04	405	Clear Zone	No Data Available	9/7/1960	
108	The Arkansas Cement Corporation	Texarkana Airport Authority	Fee Simple	26	Easement	Misc 04	405	Clear Zone	No Data Available	9/7/1960	

*Acreage calculated from GIS

Legend

- Airport Property Line
- Airport Property - Confirmed by deed or tax record
- Easement
- Property Released From Federal Obligation
- Previously Owned By Airport
- No Parcel/Property Information
- Runway Protection Zone (RPZ)
- Runway Safety Area (RSA)
- Runway Object Free Area (ROFA)

FOR APPROVAL BY:
Texarkana Regional Airport

APPROVED BY: Date

Executive Director of Aviation

0 500 1,000
1" = 500'

N

Texarkana Regional Airport

Exhibit "A" Airport Property Inventory Map

Texarkana, Arkansas

PLANNED BY: *E. Pfeifer*
DETAILED BY: *D. Przybycien*
APPROVED BY: *C. Donnelly*
November 2024 | SHEET 19 OF 19

Coffman Associates Airport Consultants

DRAFT

Attachment 2

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Arkansas Ecological Services Field Office
110 South Amity Suite 300
Conway, AR 72032-8975
Phone: (501) 513-4470 Fax: (501) 513-4480

In Reply Refer To:
Project Code: 2025-0102782
Project Name: TXK Land Swap

05/29/2025 12:42:08 UTC

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological

evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts see https://www.fws.gov/program/migratory-bird-permit/what-we-do.

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures see https://www.fws.gov/library/collections/threats-birds.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit https://www.fws.gov/partner/council-conservation-migratory-birds.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Arkansas Ecological Services Field Office
110 South Amity Suite 300
Conway, AR 72032-8975
(501) 513-4470

PROJECT SUMMARY

Project Code: 2025-0102782
Project Name: TXK Land Swap
Project Type: Land Exchange
Project Description: A land swap between Texarkana Airport Authority and the Arkansas Army National Guard.

Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@33.4535537,-93.99861021759364,14z



Counties: Miller County, Arkansas

ENDANGERED SPECIES ACT SPECIES

There is a total of 7 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

---

1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Indiana Bat *Myotis sodalis* There is **final** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/5949	Endangered
Tricolored Bat *Perimyotis subflavus* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

BIRDS

NAME	STATUS
Eastern Black Rail *Laterallus jamaicensis ssp. jamaicensis* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10477	Threatened
Piping Plover *Charadrius melodus* Population: [Atlantic Coast and Northern Great Plains populations] - Wherever found, except those areas where listed as endangered. There is **final** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/6039	Threatened
Rufa Red Knot *Calidris canutus rufa* There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/1864	Threatened

REPTILES

NAME	STATUS
Alligator Snapping Turtle *Macrochelys temminckii* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/4658	Proposed Threatened

INSECTS

NAME	STATUS
Monarch Butterfly *Danaus plexippus* There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/9743	Proposed Threatened

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

IPAC USER CONTACT INFORMATION

Agency: Private Entity
Name: Jarrett Elliott
Address: 7302 Kanis Road
City: Little Rock
State: AR
Zip: 72204
Email jelliott@mce.us.com
Phone: 3186238689

Attachment 3

U.S. Fish and Wildlife Service

National Wetlands Inventory

Land to be Acquired

2025-176 ATTH 01



May 28, 2025

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

U.S. Fish and Wildlife Service

National Wetlands Inventory

Land to be Released

2025-176 ATTH 01



May 28, 2025

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

Attachment 4

National Flood Hazard Layer FIRMette

FEMA

94°0'46"W 33°26'50"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

94°0'9"W 33°26'20"N

Basemap Imagery Source: USGS National Map 2023

Legend 2025-176 ATTH 01

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/29/2025 at 1:00 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

National Flood Hazard Layer FIRMette

FEMA

93°59'50"W 33°27'59"N



0 250 500 1,000 1,500 2,000 Feet

1:6,000

93°59'12"W 33°27'29"N

Basemap Imagery Source: USGS National Map 2023

Legend 2025-176 ATTH 01

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance / Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

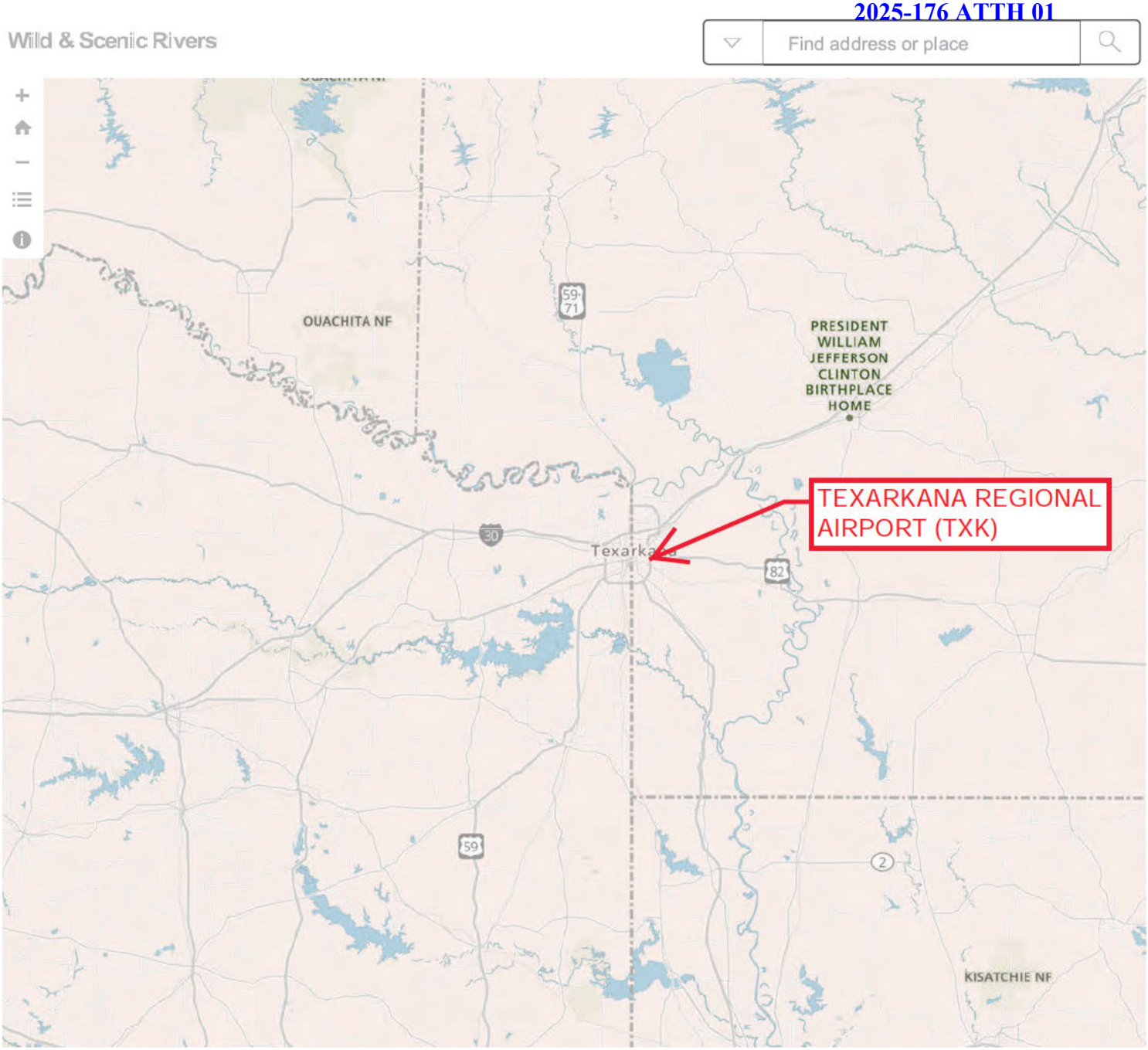
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/29/2025 at 1:00 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Attachment 5


Wild & Scenic Rivers
Find address or place
OUACHITA NF
59
71
PRESIDENT
WILLIAM
JEFFERSON
CLINTON
BIRTHPLACE
HOME
TEXARKANA REGIONAL
AIRPORT (TXK)
30
Texarkana
82
59
2
KISATCHIE NF

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: Texarkana Regional Airport **Action Officer:**

Subject: Resolution No. 2025-177 approving the Texarkana Regional Airport Executive Director to execute an agreement with McClelland Engineering for engineering services and passenger facility charge administration services, in an amount not to exceed Fifty Thousand Dollars ($50,000).

Briefing: **Public Hearing:** **Council Vote:** 11/10/2025

Item Schedule:

Updates/History of Briefing:

Executive Summary and Background Information:

Adopt a Resolution authorizing the Texarkana Regional Airport enter into an agreement with McClelland Engineering for PFC Administration.

Potential Options:

- Approve
- Deny

Fiscal Implications:

$0

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. 2025-177

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE TEXARKANA REGIONAL AIRPORT EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH MCCLELLAND ENGINEERING FOR ENGINEERING SERVICES FOR PASSENGER FACILITY CHARGE ADMINISTRATION SERVICES IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS ($50,000); AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, a PFC application is required to be approved by the FAA in order for the airport to receive PFCs from airlines for capital projects; and,

WHEREAS, funds would be paid from the PFC Application; and,

WHEREAS, McClelland Engineering has provided a work order for administration services in an amount not to exceed $50,000.

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

SECTION 1: The City Council approves the Executive Director signing an agreement with McClelland Engineering for Engineering Services for Passenger Facility Charge Administration Services in an amount not to exceed $50,000, with the approval of both cities' governments.

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

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 102325E
A RESOLUTION APPROVING THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH MCCLELLAND ENGINEERING FOR ENGINEERING SERVICES FOR PASSENGER FACILITY CHARGE ADMINISTRATION SERVICES IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS ($50,000)

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

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

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

WHEREAS, a PFC application is required to be approved by the FAA in order for the airport to receive PFCs from airlines for capital projects; and,

WHEREAS, funds would be paid from the PFC Application; and,

WHEREAS, has provided a work order for administration services in an amount not to exceed $50,000,

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

SECTION 1. The Texarkana Regional Airport Authority Approves the Executive Director signing an agreement with McClelland Engineering for Engineering Services for Passenger Facility Charge Administration Services in an amount not to exceed $50,000, with the approval of both cities governments.

Adopted this 23rd day of October 2025

ATTEST

Ferdinand P Mehrlich III, Director

SIGNED

Airport Authority Chair

WORK ORDER NO. 7

ADMINISTRATIVE SERVICES
FOR
PASSENGER FACILITY CHARGE
APPLICATION #26-10-C-00-TXK
TEXARKANA REGIONAL AIRPORT (TXK)
TEXARKANA, ARKANSAS

This Work Order amends Articles 1, 2, and 5 of the Basic Agreement executed the 29th day of July 2024, between McClelland Consulting Engineers, Inc., hereinafter referred to as the ENGINEER or MCE and the Texarkana Regional Airport Authority, hereinafter referred to as the AUTHORITY.

ARTICLE 1

The AUTHORITY intends to improve the Texarkana Regional Airport by implementing a Passenger Facility Charge (PFC) Program at the airport. The AUTHORITY seeks the assistance of the ENGINEER to provide professional services for developing, implementing, and coordinating the Airport's PFC Application and Program. For this project the ENGINEER will provide a plan to close out previous PFC program and develop a plan to impose and use new PFC collections.

The ENGINEER will complete the following summary of engineering services under Work Order No. 7. Subsequent Work Orders will be developed as other needs arise.

SECTION 1 – SCOPE OF SERVICES

Task No. 1 – PFC Administrative Services

- The ENGINEER shall work with Airport staff to review the Airport Capital Improvement Plan (ACIP), Master Plan, and other planning documents to identify potential projects that meet FAA eligibility requirements for PFC funding. This task will include evaluating project justifications, eligibility categories, and anticipated implementation schedules.

- The ENGINEER shall develop detailed construction cost estimates based on available design information, recent bid data, and applicable escalation factors. These estimates will be used to determine total eligible costs, proposed PFC funding levels, and anticipated collection periods.

- The ENGINEER shall prepare an amendment to the existing PFC Application #19-09-C-00-TXK to reconcile estimated and actual project costs, ensuring accurate financial reporting and compliance with FAA requirements. The amendment will be submitted to the FAA for review and approval.

- Upon FAA concurrence of the amendment, the ENGINEER shall assist the Airport with all necessary documentation and reporting to formally close out PFC Application #19-09-C-00-TXK. This includes ensuring that financial, project, and audit requirements are satisfied.

- The ENGINEER shall prepare all documentation, forms, and supporting materials required for submission of a new PFC Application (#26-10-C-00-TXK). This includes justifications, eligibility analyses, project descriptions, financial plans, and PFC revenue forecasts consistent with FAA guidance under 14 CFR Part 158.

- The ENGINEER shall coordinate with Airport staff to notify all air carriers serving the Airport of the proposed new PFC Application. This includes preparing consultation materials, distributing draft documentation, and responding to airline questions or requests for additional information.

- The ENGINEER shall facilitate and document a formal airline consultation meeting. Responsibilities include preparing presentation materials, leading discussions, addressing airline feedback, and maintaining an official record of meeting minutes and comments.

- The ENGINEER shall assist the Airport in publishing the required public notice of intent to impose and use PFCs. The Consultant will prepare the notice text, coordinate publication, collect and document any public comments, and provide written responses in accordance with FAA requirements.

- The ENGINEER shall coordinate directly with the FAA to ensure timely review and processing of the PFC Application. This includes responding to FAA inquiries, providing supplemental information, and assisting the Airport until FAA issues a Record of Decision or acknowledgment letter authorizing collection.

- The ENGINEER shall prepare and submit amendments to the approved PFC Application as necessary to reflect scope modifications, cost changes, or project substitutions. Each amendment shall include supporting documentation and revised financial analysis as required by the FAA.

- Following FAA approval, the ENGINEER shall assist the Airport with ongoing administration of the PFC Program. Tasks may include maintaining project cost tracking, coordinating reimbursements, and ensuring compliance with FAA reporting requirements.

- The ENGINEER shall support the Airport during FAA-conducted annual audits of PFC collections and expenditures. Assistance may include compiling documentation, preparing summaries of financial activity, and responding to FAA audit questions.

- The ENGINEER shall assist the Airport with preparation and submission of quarterly PFC financial reports through the FAA's online system. This includes verifying accuracy of collections, expenditures, and project data to ensure compliance with FAA reporting standards.

ARTICLE 2

The ENGINEER will be compensated for services based on a Lump Sum fee NOT to exceed basis for services provided in ARTICLE 1: The following is a listing of work descriptions and associated fees:

Task No. 1 – PFC Administrative Services $50,000

Note: Additional work scopes for the project will be developed under separate work orders as necessary.

ARTICLE 5

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

FOR TEXARKANA REGIONAL AIRPORT AUTHORITY

By: _____
Ferdinand Paul Mehrlich III, A.A.E. ACE
Executive Director of Aviation

Dated the _____day of _____, 2025

Attest: _____

FOR McCLELLAND CONSULTING ENGINEERS, INC.

By: _____
James M. (Mitch) Rose, Exec. Vice Pres./Tres.

Dated the _____day of _____, 2025

Attest: _____
Matthew Vinyard, P.E., Project Manager

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: Texarkana Regional Airport **Action Officer:**

Subject: Resolution No. 2025-178 approving the Texarkana Regional Airport Executive Director to execute a lease renewal with the Transportation Security Administration (TSA).

Briefing: **Public Hearing:** **Council Vote:** 11/10/2025

Item Schedule:

Updates/History of Briefing:

Executive Summary and Background Information:

Adopt a Resolution authorizing the Texarkana Regional Airport to enter into a 15 year firm, 17 year non-firm lease with the Transportation Safety Administration.

Potential Options:

- Approve
- Deny

Fiscal Implications:

$0

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. 2025-178

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE TEXARKANA REGIONAL AIRPORT EXECUTIVE DIRECTOR TO EXECUTE A LEASE RENEWAL WITH THE TRANSPORTATION SECURITY ADMINISTRATION; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, Section 6-31 of Texarkana AR City Code and Section 4-25 of Texarkana TX City Code require the Airport Authority to seek joint approval from the cities' governing bodies for contractual obligations for a term greater than five years; and,

WHEREAS, the Airport requires presence from the Transportation Security Administration (TSA) in order to conduct commercial aircraft operations; and,

WHEREAS, the new lease would begin August 1st, 2026, through July 31st, 2041, with a non-firm term of August 1st, 2041, through July 31st, 2043; and,

WHEREAS, the annual rent shall be $86,529.78; and,

WHEREAS, beginning the second year of the lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs based on the annual percent of change in the cost of living index.

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

SECTION 1: The City Council approves the Executive Director executing a lease with TSA.

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

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 102325D
A RESOLUTION APPROVING THE EXECUTIVE DIRECTOR ENTERING INTO A LEASE RENEWAL WITH TSA

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, Section 6-31 of Texarkana AR City Code and Section 4-25 of Texarkana TX City Code require the Airport Authority to seek joint approval from the cities' governing bodies for contractual obligations for a term greater than five years; and,

WHEREAS, the Airport requires presence from the Transportation Security Administration in order to conduct commercial aircraft operations; and,

WHEREAS, the new lease would begin Aug 1st, 2026 through July 31st, 2041, with a non-firm term of Aug 1st, 2041 through July 31st, 2043; and,

WHEREAS, the annual rent shall be $86,529.78; and,

WHEREAS, beginning the second year of the lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs based on the annual percent of change in the Cost of Living Index,

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

SECTION 1. The Texarkana Regional Airport Authority Approves the Executive Director entering into a lease with TSA.

Adopted this 23rd day of October 2025

ATTEST

Ferdinand P Mehrlich III, Director

SIGNED

Airport Authority Chair

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

LEASE NO. GS-07P-LAR01564

A. This Lease is made and entered into between

Lessor's Name Texarkana Airport Authority

(Lessor), whose principal place of business is **2600 TXK Blvd, Texarkana, AR. 71854-3411**, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

B. Witnesseth**:** The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

[Address]

and more fully described in Section 1 and Exhibit **A,** together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

C. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon **August 1, 2026**, and continuing for a period of

17 Years, 15 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

In Process

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: Paul Mehrlich

Title: _____

Entity: _____

Date: _____

FOR THE GOVERNMENT:

Name: Thomas Roberts

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: _____

WITNESSED FOR THE LESSOR BY:

Name: Shannon Elliott

Title: _____

Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS **3**
1.01 THE PREMISES (OCT 2024) 3
1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013) 3
1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2023) 3
1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013) 4
1.05 ~~RENEWAL RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED 4
1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2023) 4
1.07 OPERATING COST BASE (OCT 2016) 4
1.08 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022) 4

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS **5**
2.01 DEFINITIONS AND GENERAL TERMS (OCT 2023) 5
2.02 AUTHORIZED REPRESENTATIVES (OCT 2016) 6
2.03 WAIVER OF RESTORATION (OCT 2023) 6
2.04 OPERATING COSTS ADJUSTMENT (JUN 2012) 6
2.05 RELOCATION RIGHTS (OCT 2021) 7
2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012) 7
2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015) 7
2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012) 7
2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020) 7
2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011) 7
2.11 ENTITY NAME (OCT 2023) 7

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS **8**
3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013) 8
3.02 MEANS OF EGRESS (MAY 2015) 8
3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2023) 8
3.04 FIRE ALARM SYSTEM (SEP 2013) 8
3.05 ENERGY INDEPENDENCE AND SECURITY ACT (MAY 2025) 9
3.06 ACCESSIBILITY (OCT 2024) 10
3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011) 10
3.08 RESTROOMS (ON-AIRPORT) (JUN 2012) 10
3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (OCT 2022) 10
3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013) 10
3.11 GOVERNMENT PROJECT MANAGEMENT SYSTEM (ON-AIRPORT) (OCT 2022) 10

SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM **11**
4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2020) 11
4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013) 11
4.04 RECYCLING (ON-AIRPORT) (OCT 2023) 11
4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013) 11
4.06 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (OCT 2022) 11
4.07 INDOOR AIR QUALITY (MAY 2025) 12
4.08 HAZARDOUS MATERIALS, MOLD AND WATER INTRUSION (ON-AIRPORT) (OCT 2024) 13
4.09 OCCUPANT EMERGENCY PLANS (OCT 2020) 14

SECTION 5 ADDITIONAL TERMS AND CONDITIONS **15**

In Process

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2024)

The Premises are described as follows:

A. Office and Related Space. **1,294** rentable square feet (RSF), yielding **1,294** ANSI/BOMA Occupant Area (ABOA) square feet (SF) of office and related Space located on the **1st** floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

B. Common Area Factor. The Common Area Factor (CAF) is established as **100** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. INTENTIONALLY DELETED

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking. **2** parking spaces as depicted on the plan attached hereto as Exhibit **B**, reserved and marked for **"TSA"** for the exclusive use of the Government, of which **2** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes and Related Transmission Devices. (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2023)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Years 1 – 15 Firm Term 8/1/2026-7/31/2041		Years 16 – 17 Non- Firm Term 8/1/2041- 7/31/2043	
	Annual Rent	Annual Rate / RSF (as rounded to the nearest penny)	Annual Rent	Annual Rate / RSF (as rounded to the nearest penny)
Shell Rental Rate	$24,715.40	$19.10	$24,715.40	$19.10
Operating Costs	$61,814.38	$47.77	$61,814.38	$47.77
Full Service Rate	**$86,529.78**	**$66.87**	**$86,529.78**	**$66.87**

B. Parking shall be provided at a rate of **$0.00** per parking space per month (surface/outside).

C. **INTENTIONALLY DELETED**

D. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed **1,294** ABOA SF. based upon the methodology outlined under the "Payment" clause of GSA 3517, General Clauses.

E. Rent is subject to adjustment based upon the final TI cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

G. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated. This registration service is free of charge.

H. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises;"

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, subcontractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and,

4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with **90** days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

B. The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than **90** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 ~~RENEWAL RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2023)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	1	A
Parking Plan(s)	1	B
GSA 3517B, General Clauses	23	C
FAR 52.204-24 Representation Regarding certain Telecommunications and Video surveillance Services or Equipment (Nov. 2021)	4	D
FAR 52.204-27 Prohibition On a Bytedance Covered Application (Jun 2023)	2	E
FAR 52.204-29 Federal Acquisition Supply Chain Security Act Orders Representation and Disclosures (Dec 2023) and FAR 42.204-30 Federal Acquisition Supply Chain Security Act Orders Prohibition (Dec 2023)	7	F

1.07 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **$47.77** per RSF.

1.08 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022)

Lessor's Unique Entity Identifier

UEI: **K6H4JH3GUMT3**

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2023)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. General Contract Terms.

1. "Contract" means lease.
2. "Contractor" means Lessor.
3. "Days" means calendar days, unless specified otherwise.
4. "Delivery Date" means the date specified in or determined pursuant to the provisions of the lease for delivery of the premises to the Government, improved in accordance with the provisions of the lease and substantially complete, as such date may be modified in accordance with the provisions of the lease.
5. "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:
   a. Acts of God or of the public enemy,
   b. Acts of the United States of America in either its sovereign or contractual capacity,
   c. Acts of another contractor in the performance of a contract with the Government,
   d. Fires,
   e. Floods,
   f. Epidemics,
   g. Quarantine restrictions,
   h. Strikes,
   i. Freight embargoes,
   j. Unusually severe weather, or
   k. Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
6. "Lease Award Date" means the date the LCO executes the lease and furnishes written notification of the executed lease to the successful offeror (usually the date on which the parties' obligations under the lease begin).
7. "Lease Term Commencement Date" means the date on which the lease term commences.
8. "Substantially Complete" or "Substantial Completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment. The space shall be considered substantially complete only if the space may be used for its intended purpose.
9. "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

B. Real Property Terms.

1. "ANSI/BOMA" is an acronym for American National Standards Institute/Building Owners and Managers Association.
2. "ANSI/BOMA Occupant Area" or "ABOA" means the measurement standard (Z65.1-2017) provided by ANSI/BOMA for Occupant Area, which is "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shall apply.

In Process

3. "Appurtenant Areas" means those areas and facilities on the property that are not located within the premises, or for which rights are expressly granted under this lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the premises and express appurtenant rights (e.g. parking areas).

4. "Broker" means GSA's broker, if GSA awarded this lease using a contract real estate broker.

5. "Building" means building(s) situated on the property in which the premises are located.

6. "Commission Credit" means the amount of commission that is credited to the lease, if GSA's broker agreed to forgo a percentage of its commission, in connection with the award of this lease.

7. "Common Area Factor (CAF)" means a conversion factor determined and applied by the building owner to determine the rentable square feet for the leased space. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. The CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.

8. "Firm Term" means the part of the lease term that is not subject to termination rights.

9. "Non-Firm Term" means the part of the lease term following the end of the firm term, which is subject to termination rights.

10. "Premises" means the total occupant area or other type of space, together with all associated common areas described in the lease. Appurtenant areas (e.g., parking areas) to which the Government has rights under this lease are not included in the premises.

11. "Property" means the land and buildings in which the premises are located, including all appurtenant areas (e.g., parking areas) to which the Government is granted rights.

12. "Rentable Space or Rentable Square Feet (RSF)" means the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. Rentable space may include a share of common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. Rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. To determine the RSF, the ABOA SF is multiplied by the sum of one (1) plus the CAF, for each type of space included in the premises.

13. "Space" means that part of the premises to which the Government has exclusive use, such as occupant area, or other types of space. Appurtenant areas (e.g., parking areas) to which the Government has rights under the lease are not included in the space.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (OCT 2023)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

A. Waste, or,

B. Damages or restoration arising from or related to:

1. The Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as

2. Any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007,

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.05 RELOCATION RIGHTS (OCT 2021)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the GSA a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Premises at the same rental rate as the original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall negotiate a reduction in the rental rate. The Government will not reimburse the Lessor for any increased square footage as a result of such relocation.

2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)

A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101—The Aviation and Transportation Security Act (ATSA), to oversee security measures at the Airport.

B. TSA is responsible for airline passenger and baggage screening services at the Airport.

C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.

D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.

B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

The Government's rights stated under the General Clause "Alterations" also apply to initial build-out of the Premises.

2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020)

The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at, HTTPS://WWW.SAM.GOV/SAM/ prior to the Lease Award Date. Registration must be for purposes of "All Awards" and include completion of all required representations and certifications within SAM. Registration must be active throughout the life of the Lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active registration in SAM. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

2.11 ENTITY NAME (OCT 2023)

Lessor may not use Federal agency name(s) and/or acronym(s), e.g., General Services Administration, GSA, in its entity name that owns and/or leases Space to GSA

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as operating costs or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.02 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2023)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which the Government occupies, either through this Lease or in combination with other Government Leases in the Building any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Occupant Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (MAY 2025)

A. Energy-related Requirements.

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

b. I. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and

II. Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

(i) That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and

(ii) For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).

(iii) That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

B. Hydrology-related Requirements. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

1. For the purposes of applying EISA Section 438 in this Lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason.

2. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

3.06 ACCESSIBILITY (OCT 2024)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and 36 CFR 1190 to the extent applicable. To the extent the standards referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times without additional payment.

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (OCT 2022)

A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. Thermostats shall be set to maintain temperatures of 72 degrees F (+/- 3 degrees) during the heating season and 75 degrees F (+/- 3 degrees) during the cooling season. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, the dew point shall be maintained below 55 degrees F in occupied spaces, and below 60 degrees F in unoccupied spaces.

B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

C. Normal HVAC systems maintenance shall not disrupt tenant operations.

In Process

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

3.11 GOVERNMENT PROJECT MANAGEMENT SYSTEM (ON-AIRPORT) (OCT 2022)

The Government may require the Lessor to use the Government's project management system for post-award and post-occupancy activities. Licensing costs and access to the system are the responsibility of the Government.

SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2020)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The Lessor shall follow routine cleaning and disinfecting requirements in Section 5.01. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

☒ HEAT	☒ TRASH REMOVAL	☒ ELEVATOR SERVICE	☒ INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	☐ OTHER (Specify below)
☒ ELECTRICITY	☒ CHILLED DRINKING WATER	☒ WINDOW WASHING Frequency: Twice per year	☒ PAINTING FREQUENCY Space: every 5 years Public Areas: Every 3 years	_____
☒ POWER (Special Equip.)	☒ AIR CONDITIONING			
☒ WATER (Hot & Cold)	☒ RESTROOM SUPPLIES	☒ CARPET CLEANING Frequency: Twice per year		
☒ SNOW REMOVAL	☒ JANITORIAL SERV. & SUPP.			

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Lease. Janitorial Services shall not be required on weekends or Federal holidays. Services, maintenance, and utilities shall be provided from **4:00 AM to 6:45 PM,**

4.03 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

4.04 RECYCLING (ON-AIRPORT) (OCT 2023)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with GSA 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

4.06 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (OCT 2022)

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to GSA for review and identification of any CUI building information that may be included. In addition, any documents GSA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at HTTPS://WWW.ARCHIVES.GOV/FILES/CUI/20161206-CUI-MARKING-HANDBOOK-V1-1.PDF) before the original or any copies are disseminated to

any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

1. Authorized recipients.

   a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with GSA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at WWW.SAM.GOV, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.

   b. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.

2. Dissemination of CUI building information:

   a. By electronic transmission. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800-171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.

   b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.

      i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt. CUI markings must not appear on the exterior of packages.

      ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.

3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum: (1) the name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information; (3) contact information for the named individual; and (4) a description of the CUI building information provided. Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.

5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.

6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.

7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

4.07 INDOOR AIR QUALITY (MAY 2025)

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8A), OSHA regulatory limits (29 CFR 1910), and generally accepted consensus standards are not exceeded.

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed by a board-certified industrial hygienist, to ascertain the source and severity of the complaint. The hygienist shall inspect and evaluate the Space and air zones serving the Space; inspection shall take place as soon as possible but no later than 15 calendar days following the identification of a potential IAQ issue. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may, upon written request and the Government's approval, employ an environmental professional with documented experience performing IAQ assessments. The Lessor shall provide written results of any testing along with recommendations to GSA.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;

2. Providing access to Space for assessment and testing, if required; and

3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits and generally accepted consensus standards.

In Process

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning.

G. Air handling units shall have the highest-level MERV filtration that is compatible with the HVAC system and does not significantly diminish airflow. Upon request, the Lessor shall provide to the Government a list of the highest-level of MERV filtration that each air handling unit is designed to handle.

4.08 HAZARDOUS MATERIALS, MOLD AND WATER INTRUSION (ON-AIRPORT) (OCT 2024)

The leased Space shall be free of hazardous materials, substances, and wastes, as defined by and according to applicable Federal, state, and local environmental regulations. The Space must be maintained to prevent water intrusion and accumulation, ensuring that no conditions exist that could promote mold growth. These include, but not limited to, the following:

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. Actionable Condition. An actionable condition is defined as either:

1. Visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower, or

2. Water-Damaged Building materials which could potentially create conditions for mold or microbial amplification.

C. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable conditions, as defined by subparagraph B.

1. The Lessor shall safely remediate all actionable conditions in accordance with sub-paragraph C.2 below.

2. The Lessor shall safely remediate all actionable conditions identified by the consultant using a qualified remediation contractor following methods identified in EPA's Mold Remediation in Schools and Commercial Buildings (EPA 402-K-01-001, September 2008 or the current version of ANSI/IICRC S520-2015: Standard for Professional Mold Remediation), and all applicable state laws pertaining to mold remediation practices. The Lessor shall provide GSA with a detailed work plan from the remediation contractor on how they plan to address the actionable conditions and include qualifications of the remediation contractor. The Lessor shall employ a qualified industrial hygienist, independent of the remediation contractor to verify that remediation has been completed per the industry standards listed above and that the space is safe for re-occupancy.

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable conditions, the Government may implement a corrective action program and deduct its costs from the rent.

4.09 OCCUPANT EMERGENCY PLANS (OCT 2020)

The Lessor is required to cooperate, participate, and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

In Process

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

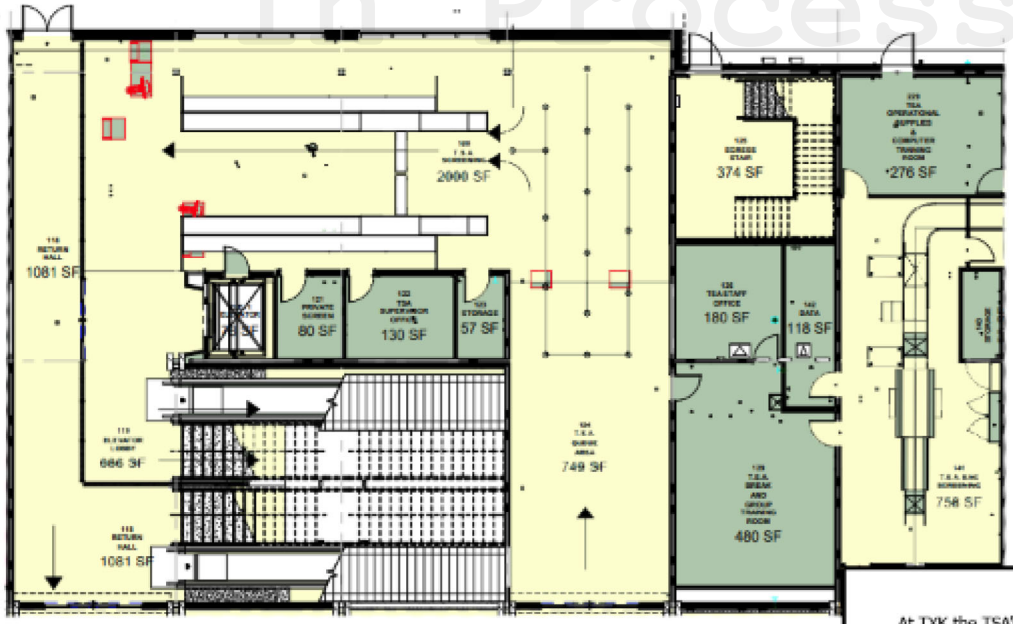
SECTION 5 ADDITIONAL TERMS AND CONDITIONS

In Process

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

EXHIBIT A

In Process



TSA Space Breakdown

- TSA - 1,294/SF

At TXK the TSA's portion of the common use was was computed as follows:

Shell Rental Rate: $19.10 x 1,294/sf:	$24,715.40
Operating Rental Rate: $47.77 x 1,294/sf:	$61,814.38
Total Annual Rental Rate: $66.87 x 1,294/sf:	$86,529.78

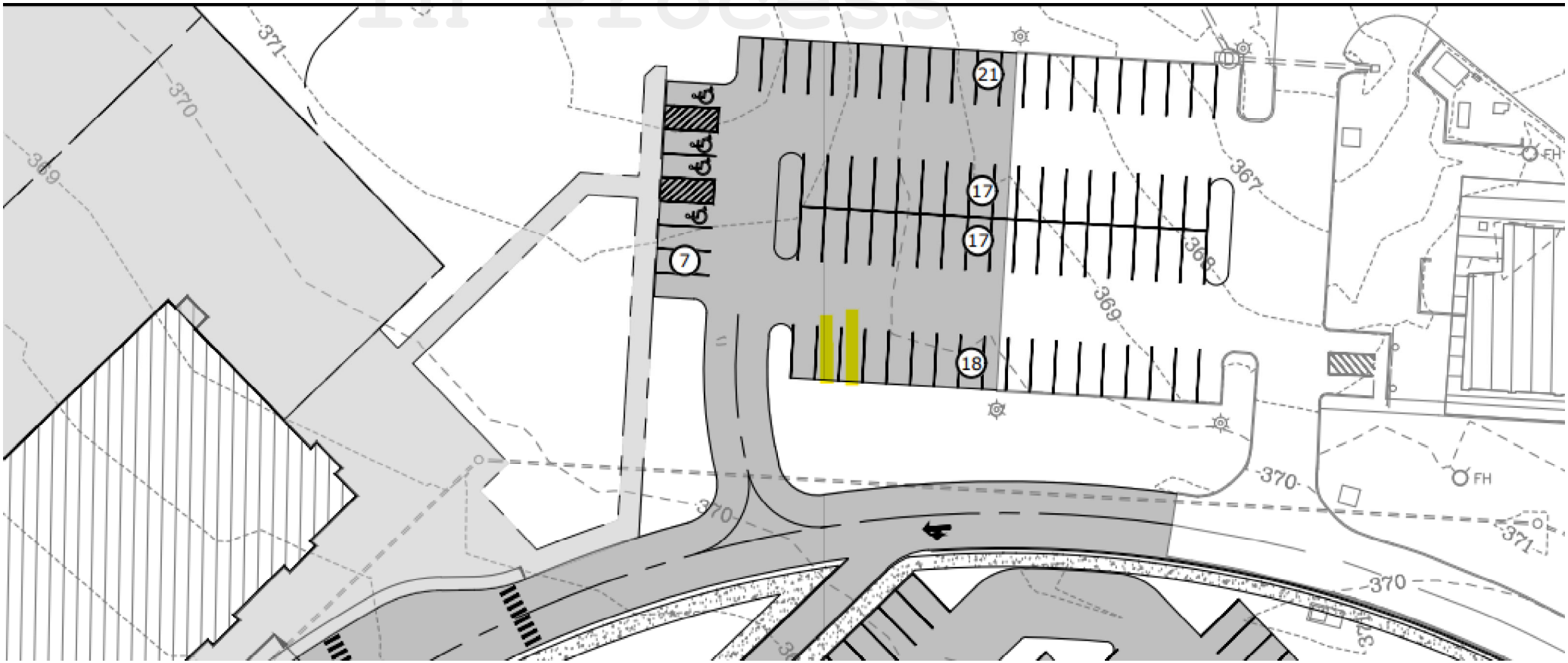
Per Section 2.01 E, "The CAF is expressed as a percentage of the differnce between the amount of rentable SF and ABOA SF, divided by the ABOA SF"

1,294 USF/RSF = 1.00 CAF

Per Section 2.01 N, "Rentable Square Feet is calculated using the following formula for each type of space (e.g. office, warehouse, etc.) including the premises:
ABOA SF of Space X (1 + CAF) = RSF."

Lessor____ Government____

In Process



Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1	GSAR 552.270-4	DEFINITIONS (DEVIATION)
	2	GSAR 552.270-5	SUBLETTING AND ASSIGNMENT (DEVIATION)
	3	GSAR 552.270-11	SUCCESSORS BOUND
	4	GSAR 552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	5	GSAR 552.270-24	STATEMENT OF LEASE
	6	GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY
	7	GSAR 552.270-26	NO WAIVER
	8	GSAR 552.270-27	INTEGRATED AGREEMENT (DEVIATION)
	9	GSAR 552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	10	GSAR 552.270-10	DEFAULT BY LESSOR (DEVIATION)
	11	GSAR 552.270-9	INSPECTION – RIGHT OF ENTRY
	12	GSAR 552.270-17	DELIVERY AND CONDITION (DEVIATION)
	13	GSAR 552.270-19	PROGRESSIVE OCCUPANCY
	14	GSAR 552.270-6	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (DEVIATION)
	15	GSAR 552.270-7	FIRE AND CASUALTY DAMAGE (DEVIATION)
	16	GSAR 552.270-8	COMPLIANCE WITH APPLICABLE LAW (DEVIATION)
	17	GSAR 552.270-12	ALTERATIONS
	18	GSAR 552.270-29	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (DEVIATION)
PAYMENT	19	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	20	GSAR 552.270-31	PROMPT PAYMENT
	21	FAR 52.232-23	ASSIGNMENT OF CLAIMS
	22	GSAR 552.270-20	PAYMENT (DEVIATION)
	23	FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	24	FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	25	GSAR 552.270-32	COVENANT AGAINST CONTINGENT FEES
	26	FAR 52.203-7	ANTI-KICKBACK PROCEDURES

In Process

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

	27	FAR 52.226-7	DRUG-FREE WORKPLACE
	28	FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	29	GSAR 552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	30	FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
	31	GSAR 552.270-13	PROPOSALS FOR ADJUSTMENT
	32	GSAR 552.270-14	CHANGES (DEVIATION)
AUDITS	33	GSAR 552.215-70	EXAMINATION OF RECORDS BY GSA
	34	FAR 52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	35	FAR 52.233-1	DISPUTES
LABOR STANDARDS	36	FAR 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	37	FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	38	FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	39	FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS
SMALL BUSINESS	40	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	41	FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	42	FAR 52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
	43	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
CYBERSECURITY	47	FAR 52.204-2	SECURITY REQUIREMENTS

In Process

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

	48	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
	49	GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS
	50	FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
	51	FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
	52	FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	53	FAR 52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION
	54	FAR 52.204-30	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS - PROHIBITION
OTHER	55	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
	56	FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE

In Process

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. GSAR 552.270-4 DEFINITIONS (AUG 2023) (DEVIATION)

When a solicitation or contract uses a word or term that is defined in the Federal Acquisition Regulation (FAR) or General Services Acquisition Manual (GSAM), the word or term has the same meaning as the definition in FAR 2.101, GSAM 502.101, or GSAM 570.102 in effect at the time the solicitation was issued or lease contract was awarded, unless

(a) The solicitation, amended solicitation, or lease contract provides a different definition (e.g., R100, L100);

(b) An applicable part, subpart, or section of the FAR or GSAM provides a different meaning.

2. GSAR 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 2022) (DEVIATION)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of the Lessor, which shall not be unreasonably withheld.

3. GSAR 552.270-11 SUCCESSORS BOUND (SEP 1999)

In Process

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

4. GSAR 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. GSAR 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

In Process

6. GSAR 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

7. GSAR 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. GSAR 552.270-27 INTEGRATED AGREEMENT (SEP 2022) (DEVIATION)

This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

9. GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. GSAR 552.270-10 DEFAULT BY LESSOR (JUL 2023) (DEVIATION)

Occurrence of the following constitutes default by the Lessor and gives rise to the following rights and remedies of the Government:

(a) *Prior to acceptance of the space*. Failure by the Lessor to perform diligently any obligations required for acceptance of the space or other required improvements within the times specified, other than due to an excusable delay, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, terminate the lease on account of the Lessor's default.

(b) *After acceptance of the space*. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this lease, other than due to an excusable delay, constitutes a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, take one or more of the following actions:

(1) Perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs, including administrative costs, incurred in connection with taking the action;

(2) Reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition. If default renders the leased premises untenable, the reduction of rent may be calculated as the prorated portion of the monthly rent represented by all such days the leased premises is untenantable;

(3) Terminate the lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions substantially impair the safe and healthful occupancy of the premises, or render the premises unusable for its intended purposes.

(c) *Damages*. The Lessor and the Lessor sureties, if any, are jointly and severally liable for any damages to the Government resulting from default or termination, as provided in this clause.

(1) Damages include all costs associated with the replacement lease(s), which include but are not limited to the following: the Government’s aggregate rent, estimated real estate taxes, operating costs, administrative costs, or other reprocurement costs.

(2) If the Government procures replacement premises for a term (including all option terms) in excess of this lease term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

(3) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date the Lessor receives notice from the Contracting Officer specifying such damages.

In Process

(d) *Excusable delays*.

(1) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if:

(i) the delay in substantially completing any work or performing any services arises from excusable delays, and

(ii) the Lessor, within ten (10) days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay.

(2) The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date commensurate with the delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

(e) No deduction from rent, termination of lease, or any other action pursuant to this clause will constitute a default by the Government under this lease.

(f) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. GSAR 552.270-9 INSPECTION – RIGHT OF ENTRY (SEP 1999)

a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:

(1) Inspecting, sampling and analyzing suspected asbestos-containing materials and air monitoring for asbestos fibers;

(2) Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;

(3) Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and

(4) Inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.

b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

12. GSAR 552.270-17 DELIVERY AND CONDITION (SEP 2022) (DEVIATION)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the space notwithstanding the Lessor's failure to deliver the space substantially complete; if the Government so elects, it may reduce the rent payments.

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

13. GSAR 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

14. GSAR 552.270-6 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SEP 2022) (DEVIATION)

The Lessor shall maintain the property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease.

(a) For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

(b) Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards.

(c) The Lessor shall maintain the premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc.

(d) The Government shall have the right, at any time after the lease award date and during the term of the lease, to inspect all areas of the property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

15. GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)

(a) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.

(b) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenantable, or not usable for their intended purpose:

(1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.

(2) Unless otherwise approved by the Lease Contracting Officer, the Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.

(i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.

(ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

(3) During the time that the premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party.

(4) Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

16. GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)

Lessor shall comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, tribal, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law.

17. GSAR 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

In Process

18. GSAR 552.270-29 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2022) (DEVIATION)

(a) Ten (10) working days prior to the completion of the space, the Lessor shall issue written notice to the Government to schedule the inspection of the space for acceptance. The Government shall accept the space only if the construction of building shell and tenant improvements conforming to this lease and the approved design intent drawings (DIDs) is substantially complete, and a certificate of occupancy has been issued as set forth below.

(b) The space shall be considered substantially complete only if the space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed tenant improvements to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other lease requirements.

(c) The Lessor shall provide a valid certificate of occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue certificates of occupancy or if the certificate of occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the premises and building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the space without a certificate of occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this lease.

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

19. FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

This clause is incorporated by reference.

20. GSAR 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) Invoice and inspection requirements for payments other than rent.

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) Interest Penalty.

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233–1, Disputes, or for more than one year. Interest penalties of less than $1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.,* duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

21. FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

22. GSAR 552.270-20 PAYMENT (AUG 2023) (DEVIATION)

(a) When space is offered and accepted, ANSI/BOMA Occupant Area (ABOA) square footage delivered will be confirmed by either:

(1) The Government's measurement of plans submitted by the successful offeror as approved by the Government, and an inspection of the space to verify that the delivered space conforms with such plans; or

(2) A mutual on-site measurement of the space if the Contracting Officer determines it necessary.

In Process

(b) The Government will not pay for space in excess of the amount of ABOA square footage stated in the lease.

(c) If the amount of ABOA square footage delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:

$$(1 + \text{CAF}) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$$

(d) Common Area Factor (CAF). The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% (11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF.

(e) Rentable Square Footage (RSF). The RSF is calculated using the following formula for each type of space (e.g., office, warehouse, etc.) included in the premises: ABOA SF of Space x (1 + CAF) = RSF.

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

23. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

24. FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

(Applicable to leases over $6 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

25. GSAR 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency,* as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee,* as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee,* as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence,* as used in this clause, means any influence that induces or tends to induce a *Government* employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

26. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

(Applicable to leases over $150,000 total contract value.)

This clause is incorporated by reference.

27. FAR 52.226-7 DRUG-FREE WORKPLACE (MAY 2024)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

28. FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)

(Applicable to leases over $6 Million total contract value.)

This clause is incorporated by reference.

29. GSAR 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

In Process

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

30. FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over $2,000,000.)

This clause is incorporated by reference.

31. GSAR 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)

This clause is incorporated by reference.

32. GSAR 552.270-14 CHANGES (SEP 2022) (DEVIATION)

(a) The Lease Contracting Officer (LCO) may at any time, by written order, direct changes to the tenant improvements within the space, building security requirements, or the services required under the lease.

(b) If any such change causes an increase or decrease in Lessor's cost or time required for performance of its obligations under this lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the lease providing for one or more of the following:

(1) An adjustment of the delivery date.

(2) An equitable adjustment in the rental rate.

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

(3) A lump sum equitable adjustment. or

(4) An adjustment of the operating cost base, if applicable.

(c) The Lessor must assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and must submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government is not liable to Lessor under this clause.

33. GSAR 552.215-70 EXAMINATION OF RECORDS BY GSA (JUN 2016)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

34. FAR 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

In Process

35. FAR 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

36. FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025)

(Applicable to leases exceeding the micro-purchase threshold.)

This clause is incorporated by reference.

37. FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(Applicable to leases $150,000 or more, total contract value.)

(a) *Definitions*. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

38. FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(Applicable to leases over $15,000 total contract value.)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(Applicable to leases $150,000 or more, total contract value.)

This clause is incorporated by reference.

40. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2025)

(Applicable to leases over $35,000 total contract value.)

This clause is incorporated by reference.

41. FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(Applicable if over $2,000,000 total contract value.)

This clause is incorporated by reference.

42. FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)

This clause is incorporated by reference.

43. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

44. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025) ALTERNATE III (JAN 2025)

(Applicable to leases over $750,000 total contract value.)

This clause is incorporated by reference.

45. FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)

(Applicable to leases over $750,000 total contract value.)

This clause is incorporated by reference.

46. FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(Applicable if over $30,000 total contract value.)

This clause is incorporated by reference.

47. FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021)

(Applicable when the contract may require access to classified information.)

In Process

This clause is incorporated by reference.

48. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

This clause is incorporated by reference.

49. GSAR 552.204-9 PERSONAL IDENTITY VERIFICATION REQUIREMENTS (APR 2023)

This clause is incorporated by reference.

50. FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(a) *Definitions*. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

51. FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)

This clause is incorporated by reference.

52. FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

This clause is incorporated by reference.

53. FAR 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

This clause is incorporated by reference.

54. FAR 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION (DEC 2023)

In Process

(a) *Definitions.* As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)

(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil*.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts*.

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

55. FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

This clause is incorporated by reference.

56. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/browse/index/far

https://www.acquisition.gov/browse/index/gsam.

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

See instructions within the representation regarding whether or not completion of this form is required If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.
NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

In Process

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) Paul Mehrlich	TELEPHONE NUMBER
	_____ Signature	_____ Date

In Process

FAR 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

(a) *Definitions.* As used in this clause—

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not

In Process

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

In Process

1. FAR 52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – REPRESENTATION AND DISCLOSURES (DEC 2023)

(a) *Definitions.* As used in this provision, *Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system,* and *Source* have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) *Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) *Procedures*.

(1) The Offeror shall search for the phrase “FASCSA order” in the System for Award Management (SAM)(*https://www.sam.gov*) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

In Process

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) *Disclosures.* The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph € to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

2. FAR 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION (DEC 2023)

(a) *Definitions.* As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

In Process

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts DHS FASCSA orders apply.

In Process

(2) The Contractor shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)

(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil*.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

In Process

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts*.

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual

Docusign Envelope ID: 230A178D-6D52-4766-A789-8B2856A343C5

instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

In Process

Certificate Of Completion

Envelope Id: 230A178D-6D52-4766-A789-8B2856A343C5
Status: Sent
Subject: Complete with Docusign: On-Airport Lease LAR01564_2AR0318 Complete(May 2025).pdf
Source Envelope:
Document Pages: 53
Signatures: 0
Envelope Originator:
Certificate Pages: 4
Initials: 0
Thomas Roberts
AutoNav: Enabled
1800F F St NW
EnvelopeId Stamping: Enabled
Washington DC, DC 20405
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London
thomas.roberts@gsa.gov
IP Address: 136.226.12.186

Record Tracking

Status: Original
9/15/2025 4:19:19 PM
Holder: Thomas Roberts
thomas.roberts@gsa.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: FedRamp
Storage Appliance Status: Connected
Pool: US General Services Administration
Location: Docusign

Signer Events	Signature	Timestamp
Paul Mehrlich Paul.mehrlich@flytxk.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/6/2025 10:17:16 PM ID: c1f4a29e-d4ad-4d8f-900a-54f8c10028c7		Sent: 9/15/2025 4:36:36 PM Viewed: 10/6/2025 10:17:16 PM
Shannon Elliott Shannon.elliott@flytxk.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Thomas Roberts thomas.roberts@gsa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Roxanne Cancino roxanne.cancino@gsa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Process

Carbon Copy Events	Status	Timestamp
Thomas Sisson thomas.sisson@gsa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/15/2025 4:36:36 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

In Process

ESIGN DISCLOSURES AND CONSENT

It is required by law to provide you with certain disclosures and information about the products, services or accounts you may receive or access in connection with your relationship with us ('Required Information'). With your consent, we can deliver Required Information to you by a) displaying or delivering the Required Information electronically; and b) requesting that you print or download the Required Information and retain it for your records.

This notice contains important information that you are entitled to receive before you consent to electronic delivery of Required Information. Your consent also permits the general use of electronic records and electronic signatures in connection with the Required Information.

In accordance with the Electronic Signatures in Global and National Commerce Act (E-Sign Act), I recognize that my eSignature (Electronic or Digital Signature) shall be given the same legal status as a signature made with a pen. I further recognize that the eSignature may not be denied legal effect, validity, or enforceability solely because it is in electronic form. I hereby consent to the use of eSignature.

In Process

After you have read this information, if you agree to receive Required Information from us electronically, and if you agree to the general use of electronic records and electronic signatures in connection with our relationship, please click the 'I ACCEPT' button below.

Statement of electronic disclosures:

You may request to receive Required Information on paper, but if you do not consent to electronic delivery of Required Information, we cannot proceed with the acceptance and processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic delivery of Required Information, you may withdraw that consent at any time. However, if you withdraw your consent we will not be able to continue processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic disclosures, that consent applies to all Required Information we give you or receive from you in connection with our relationship and the associated notices, disclosures, and other documents.

You agree to print out or download Required Information when we advise you to do so and keep it for your records. If you are unable to print or download any Required Information, you may call us and request paper copies. If you need to update your e-mail address or other contact information with us, you may do so by calling us and requesting the necessary updates.

If you wish to withdraw your consent to electronic disclosures, you may do so by calling us and requesting withdrawal of consent. After consenting to receive and deliver Required Information electronically, you may request a paper copy of the Required Information by calling us.

If you do not have the required software and/or hardware, or if you do not wish to use electronic records and signatures for any other reason, you can request paper copies of the Required Information to be sent to you by calling us.

Your consent does not mean that we must provide the Required Information electronically. We may to, at our option, deliver Required Information on paper. We may also require that certain communications from you be delivered to us on paper at a specified address.

I have read the information about the use of electronic records, disclosures, notices, and e--mail, and consent to the use of electronic records for the delivery of Required Information in connection with our relationship. I have been able to view this information using my computer and software. I have an account with an internet service provider, and I am able to send e-mail and receive e-mail with hyperlinks to websites and attached files. I also consent to the use of electronic records and electronic signatures in place of written documents and handwritten signatures.

In Process

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:	Public Works	**Action Officer:**	Dusty Henslee, Asst. CM/Public Works Director
Subject:	Resolution 2025-180 approving a one-year contract, with four (1)-year renewal options, for tree removal and related services with Premier Tree Service, LLC, of Texarkana, Texas, in an amount not to exceed $115,000, with funds budgeted in the city's fiscal year 2026 general fund (Fund 101).		
Briefing:		**Public Hearing:**	**Council Vote:** 11/10/2025

Item Schedule:

Consent Item

Updates/History of Briefing:

N/A

Executive Summary and Background Information:

Date of Invitation For Bid (IFB 26-0000-01) posted on website: September 28, 2025
Dates published in Texarkana Gazette: September 28,2025 and October 5, 2025
Opened Bids: October 21, 2025
Bids Received: Premier Tree Service LLC, A&D Tree Service LLC, Francis Excavating LLC. U.S. Lawns, Lyello Inc., Spartan Tree Elimination, Cranford Land Management
Best Value Bid: Premier Tree Service, LLC
Budget: Fiscal Year 2026 General Fund (Fund 101)
Policy Exceptions: None
Scope of Works: This contract is for 1 year with up to 4 years for renewal options for tree removal and related services. The City contracts out tree removal services for the most part, so this will establish a contract for this service and not require city staff to obtain quotes. Also included in this contract is limb trimming and storm debris clean-up services. This bid was set up as a Best Value Bid and each bid was scored on the criteria set forth in the bid document. In the event the selected vendor does not respond within the timeframe stated in the bid, city staff can contact the next vendor with the highest score for this service and so forth.

Potential Options:

Approve Contract
Not Approve Contract

Fiscal Implications:

Funds are available in the general fund

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

RESOLUTION NO. 2025-180

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A ONE (1) YEAR CONTRACT WITH FOUR (4) ADDITIONAL ONE (1) YEAR RENEWAL OPTIONS WITH PREMIER TREE SERVICE, LLC. OF TEXARKANA, TEXAS, FOR TREE REMOVAL AND RELATED SERVICES, TO BE PAID WITH FUNDS BUDGETED IN THE FISCAL YEAR 2026 GENERAL FUND (FUND 101); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, removes a considerable number of trees each year due to storms, age, or the condition of trees; and

WHEREAS, due to current resources, most of these trees have been contracted out for removal; and

WHEREAS, the City also requests help for assistance with storm cleanup and limb trimming services; and

WHEREAS, on October 21, 2025, seven (7) bids were received and scored based on criteria stated in the bid and Premier Tree Service, LLC. submitted the Best Value Bid as summarized on the overall score sheet **(Exhibit 'A')**; and

WHEREAS, if Premier Tree Service, LLC is unavailable or does not respond within the timeframe stated in the bid document, city staff can contact other vendors on this list with the next highest score for this service; and

WHEREAS, funds are available in the fiscal year 2026 general fund (Fund 101).

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

SECTION 1: The best value bid for tree removal and related services is hereby declared to be Premier Tree Service, LLC. of Texarkana, Texas.

SECTION 2: The City Manager is hereby authorized to execute a one-year contract with four (4) additional one-year renewal options with Premier Tree Service, LLC. of Texarkana, Texas, in an amount not to exceed $115,000, with funds budgeted in fiscal year 2026 general fund (Fund 101).

SECTION 3: The City Council grants staff the authority to contact other vendors with the next highest score on this list if the winning vendor does not respond within the timeframe stated in the bid document.

SECTION 4: This resolution shall be in full force and in effect from and after its passage and approval.

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

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Scoring Criteria IFB -26-0000-01 - Tree Removal Services

IFB #26-0000-01	***Premier***	***A&D***	***Lyello***	***Francis***	***US Lawns***	***Spartan***	***Cranford***
Scorer 1	96	93	91	94	84	81	39
Scorer 2	95	83	76	72	75	46	46
Scorer 3	90	91	83	70	63	63	53
OVERALL SCORE	93.7	89.0	83.3	78.7	74.0	63.3	46.0

Scoring Criteria IFB 26-0000-01 Tree Removal Services

Firm Name:	
IFB 26-0000-01	***Score***
Pricing and Cost Comparison (30 Pts)	
Experience, Qualifications, and References (30 Pts)	
Compliance with Bid Requirements and Responsiveness (15 Pts)	
Capacity, Equipment, and Resources (15 Pts)	
Safety, Insurance, and Risk Management (10 Pts)	
OVERALL SCORE	

SUBMIT BID TO: CITY OF TEXARKANA, TEXAS PUBLIC WORKS AND CONTRACTS DEPARTMENT MAIL ADDRESS: 220 TEXAS BLVD, FL 4 TEXARKANA, TEXAS 75501	CITY OF TEXARKANA, TEXAS **INVITATION FOR BID**
CONTACT PERSON: **Angela Humphrey**	
TEL: 903–798-3942 humphrey@texarkanatexas.gov	

TITLE: ***TREE REMOVAL & RELATED SERVICES***	***IFB NUMBER:*** *IFB 26-0000-01*	***SUBMITTAL DEADLINE:*** ***Tuesday, October 21, 2025 @ 10:00 AM***
PRE-BID DATE, TIME, AND LOCATION: **NONE**		BID F.O.B. DESTINATION

Enter Business Name:

Enter Respondent Name:

Enter Mailing Address:

Enter the following information:

Telephone Number: ( )_____ - _____

Fax Number: ( )_____ - _____

Email Address: _____

All questions must be submitted in writing via email to humphrey@texarkanatexas.gov and received on or before 5:00 PM on Tuesday, October 14, 2025.

Responses must be submitted in a sealed envelope, addressed to the City of Texarkana, Public Works Department with the bid # and name on the envelope.

Responses may not be altered, amended, or withdrawn after the official opening.

The entire document including all forms must be submitted to be considered.

BID ACKNOWLEDGEMENT

Undersigned affirms that they have read and understand all requirements of this Invitation For Bid. Additionally, the undersigned affirms that they are duly authorized to execute this contract and that this company has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Undersigned affirms that submittal of this bid, and when properly accepted by the City of Texarkana, shall constitute a contract equally binding between the successful bidder and the City. No different or additional terms will become a part of this contract with the exception of change orders.

_____

Signature

INDEX

I. INSTRUCTIONS TO BIDDERS

II. BID SUBMITTAL FORM

A. PRICE/SPECIFICATIONS

III. SCOPE OF WORK

IV. GENERAL CONDITIONS

V. INSURANCE REQUIREMENTS

VI. CONTRACT

VII. PERFORMANCE AND PAY MENT BOND

I.

INSTRUCTIONS TO BIDDERS

THE CITY OF TEXARKANA APPRECIATES YOUR TIME AND EFFORT IN PREPARING YOUR BID. ALL BIDDERS SHOULD FAMILIARIZE THEMSELVES WITH THE FOLLOWING INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS, AND ATTACHED SPECIFICATIONS.

I. INSTRUCTIONS TO BIDDERS

1. BID DELIVERY, TIME & DATE

1.1 The City of Texarkana is seeking written and sealed competitive bids to Tree Removal & Related Services per the attached specifications. Sealed bids will be received no later than **10:00 a.m. CST on Tuesday, October 21, 2025**. Any bid received after the date and hour specified will be rejected and returned unopened to the Bidder. Each bid and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left-hand corner: "**IFB #26-0000-01, Tree Removal & Related Services Contract** and the bid opening date and time. Bidders must also include their company name and address on the outside of the envelope or container. Bids must be addressed to:

Angela Humphrey, Contracts Administrator
City of Texarkana
Public Works and Contracts Department
220 Texas Blvd, FL 4
Texarkana, Texas 75501

1.2 Bidders are responsible for making certain bids are delivered to the Public Works/ Contracts Department. Mailing of a bid does not ensure that the bid will be delivered on time or delivered at all. If Bidder does not hand deliver bid, we suggest that he/she use some sort of delivery service that provides a receipt.

1.3 Bids will be accepted in person, by United States Mail, by United Parcel Service, or by private courier service. No bids will be accepted by oral communication, telephone, telegraphic transmission, or faxed transmission.

1.4 Bids may be withdrawn prior to the above scheduled time set for closing of the bids. Bids CANNOT be withdrawn, altered, or amended after bid closing. Alteration made before bid closing must be initiated by Bidder guaranteeing authenticity.

1.5 The City of Texarkana reserves the right to postpone the date and time for opening bids through an addendum.

2. CLARIFICATIONS OF REQUIREMENTS

2.1 It is the intent and purpose of the City of Texarkana that this request permits competitive bids. <u>It shall be the Bidder's responsibility to advise the City if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source</u>. Such notification must be submitted in writing and must be received by the City of Texarkana Contracts

Department no later than (5) five-business days prior to the bid closing date. A review of such notifications will be made.

3. ADDENDA & MODIFICATIONS

3.1 Any changes, additions, or clarifications to the IFB are made by bid amendments (addenda).

3.2 Any Bidder in doubt as to the true meaning of any part of the specifications or other documents may request an interpretation thereof from the Contracts Department. At the request of the Bidder, or in the event the Contracts Department deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Contracts Department. Such addendum issued by the Contracts Department will be sent to all Bidders receiving the original Invitation for Bid (IFB) and will become part of the bid package having the same binding effect as provisions of the original bid. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the City of Texarkana Contracts Department no later than (5) five-days prior to the bid closing date.

3.3 All addenda, amendments, and interpretations of this solicitation shall be in writing. The City of Texarkana shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the City in writing or in this IFB should be used in preparing bid responses. All contacts that a Bidder may have had before or after receipt of this IFB with any individuals, employees, or representatives of the City and any information that may have been read in any news media or seen or heard in any communication facility regarding this bid should be disregarded in preparing responses.

3.4 The City does not assume responsibility for the receipt of any addendum sent to Bidders.

3.5 A copy of all addenda issued must be signed and returned with your bid.

4. EXAMINATIONS OF DOCUMENTS AND REQUIREMENTS

4.1 Each Bidder shall carefully examine all IFB documents and thoroughly familiarize itself with all requirements prior to submitting a bid to ensure that the goods and/or services being bid meet the intent of these specifications.

4.2 Before submitting a bid, each Bidder shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this Invitation for Bid. Failure to make such investigations and examinations shall not relieve the Bidder from obligation to comply, in every detail, with all provisions and requirements of the Invitation for Bid.

5. BID SUBMITTAL

5.1 Each bid is to be submitted by the date and time indicated. Additional copies may be requested by the City of Texarkana if deemed necessary.

5.2 All bids must include this IFB and any subsequent addenda. Bids must be submitted on the Bid Form and the Bidder must sign and date their bid in the space provided. Identify the item bid, including brand name and model number, if applicable. Enter unit price, extended cost, and delivery days in the columns provided. In the event of discrepancies in extension, the unit price shall govern.

5.3 The City is exempt from Federal Excise, State Sales and Transportation taxes. TAX MUST NOT BE INCLUDED IN BID. Tax exemption certificates will be executed upon request.

5.4 Any information regarding warranties and/or maintenance agreements pertaining to said bid item(s) are to be included in the bid.

5.5 Bid prices must be firm for a minimum period of sixty (60) days. Bids subject to price increases will not be considered.

5.6 All bids, responses, inquiries, or correspondence relating to or in-reference to this IFB, and all reports, charts, and other documentation submitted by bidders shall become the property of the City of Texarkana when received.

6. LICENSES, PERMITS, TAXES

6.1 The price or prices for the work shall include full compensation for all taxes, permits, etc. that the Bidder is or may be required to pay.

II.

BID SUBMITTAL FORM

3.1 BID SUBMITTAL FORM

DATE: _____

PROJECT NUMBER: IFB #26-0000-01

PROJECT: Tree Removal & Related Services

Bid of _____ (hereinafter called Bidder)

To the Honorable Mayor and City Council City of Texarkana, Texas (hereinafter called Owner)

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid, having carefully examined documents, specifications, instructions to bidders, notice to bidders and all other related contract documents and being familiar with the requirements of this Invitation to Bid hereby submits its bid below.

The bidder binds himself on acceptance of his bid to execute a contract for performing and completing the said work, providing the said service, or providing the said supplies, as applicable, within the time stated and for the prices stated in the attached Bid Form.

Bidder understands that the City reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **SIXTY (60)** calendar days after the scheduled closing time for receiving bids.

_____ Bidder's Initials

BID FORM: SPECIFICATIONS ON SCOPE AND PRICING

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Tree Removal 0” to 16” DBH	5	Ea		
2	Tree Removal 16” to 24” DBH	5	Ea		
3	Tree Removal 24” to 36” DBH	10	Ea		
4	Tree Removal Over 36” DBH	10	Ea		
5	Limb Trimming – hourly rate	40	HR		
6	Storm Cleanup – hourly rate	40	HR		
7	Per load haul charge (if contractor is requested to haul off debris)	10	Load		

_____ _____

Signature Date

Please also provide a letter with your bid covering the following:

1. **Provide background on your company including but not limited to: length of time in business, similar contracts you have performed, any awards you have received, organizational chart of company, and brief description of anything you would like to share about your company.**
2. **List of vehicles and equipment you own and list of vehicles and equipment you may have access to, and include statement on being able to report within required timeframe stated in scope of work.**
3. **Describe your safety practices and include any training/certifications for any safety programs, OSHA/ANSI compliance, or any corresponding training programs company has.**
4. **Provide a minimum of 3 reference letters.**

III.

Scope of Work

Scope of Work – Tree Removal & Related Services

1. General Requirements

The Contractor shall furnish **all labor, materials, tools, equipment, and incidentals** necessary to perform tree removal, limb trimming, and storm clean up services.as specified herein. All work shall be completed in a professional manner in accordance with industry standards and applicable safety regulations. Contractor must be bonded and insured.

The City will:

- Provide **traffic control** for all work.
- **Haul off** all trees, limbs, and debris from the work site for tree removal or limb trimming services
- Provide location for haul off if City requests contractor to haul off debris
    - City Stockpile Site behind Southwest Center (3222 W. 7th Street)
    - Texarkana South Stateline Sewer Treatment Plant (3616 S. Stateline Ave)

2. Tree Removal

- Contractor shall remove trees to a depth sufficient for stump grinding to be performed (cut to swell of trunk).
- Contractor is responsible for felling and cutting the tree into manageable sections as necessary for safe removal.
- All work shall be performed without damage to surrounding property, utilities, or vegetation not designated for removal.
- Contractor is responsible for restoring any disturbed ground to pre-work condition (excluding stump area). Contractor is responsible for all damages related to tree removal work.
- Contractor shall provide all labor, materials, tools, and equipment necessary for tree removal, including but not limited to haul trucks, loaders, bucket trucks, chainsaws, and rigging equipment.
- Below is a list of exceptions where price for removal price shall be negotiated between City and Contractor. City reserves right to bid out these trees on a case by case basis if price negotiated can not be agreed up.
    - Utility lines (overhead or underground) interference
    - Any tree work that will require rental of crane or any tree that is deemed overly dangerous. This shall be agreed upon by City and Contractor when investigating tree
    - Emergency call outs after hours (Monday thru Friday 7 am to 5 pm is considered normal hours)

Bid Items for Tree Removal (Unit Price per Tree):

1. **0” to 16 ” diameter at breast height (DBH)**
2. **16” to 24” DBH**
3. **24” to 36” DBH**
4. **Over 36” DBH**

- *In event contractor is asked to haul off material, per load haul charge (unit price) - 1 load equals 15 CY

3. Limb Trimming

- Contractor shall provide all labor, materials, tools, and equipment necessary for limb trimming, including but not limited to haul trucks, loaders, bucket trucks, chainsaws, and rigging equipment.
- Limb trimming may include the removal of dead, broken, or hazardous branches, as well as clearance trimming for structures, signs, and roadways.
- All limbs shall be cut back to a suitable lateral branch or to the trunk, in accordance with proper pruning techniques.

Bid Item for Limb Trimming:

- **Hourly rate per crew** (including all equipment and tools required to perform the work) – 3 hr minimum.
- Per load haul charge (unit price) - 1 load equals 15 CY

4. Storm Cleanup Services

- Contractor shall provide all labor, materials, tools, and equipment necessary for storm clean up, including but not limited to haul trucks, loaders, bucket trucks, chainsaws, and rigging equipment.
- Storm clean up includes assisting City in tree/limb/debris cleanup after storm.
- Contractor shall assist in hauling off material to designated spot by City.

Bid Item for Limb Trimming:

- **Hourly rate per crew** (including all equipment and tools required to perform the work) – 3 hr minimum.
- Per load haul charge (unit price) – 1 load equals 15 CY

5. Scheduling & Coordination

- All work shall be scheduled in coordination with the City's designated representative.
- Contractor shall respond to request within 48 hours of the attempted contact.
- Contractor must notify the City **at least 24 hours in advance** of planned work.
- Emergency work may be requested with shorter notice; contractor shall respond within 24 hours.

6. Safety

- Contractor shall comply with all applicable **OSHA safety standards**, **ANSI Z133 Safety Requirements for Arboricultural Operations**, and local ordinances.
- All personnel shall wear appropriate PPE at all times.
- Contractor shall ensure equipment is operated only by qualified personnel

7. Payment

- Payment will be made at the unit prices bid for the actual quantities of work performed and accepted by the City. Hourly limb trimming rates shall be billed for actual time on site, rounded to the nearest quarter-hour.

City of Texarkana, TX

Chapter 2270 Prohibition on Contracts with Companies Boycotting Israel

House Bill 89, adopted by the 85th Legislature, created §2270.001, Texas Government Code, Section Subtitle F, Title 10, requires a company entering to a contract with a governmental entity or state agency to verify that the company: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Effective September 1, 2017)

I, the undersigned agent for the company named below, certify that the Company does not boycott Israel and will not boycott Israel during the term of the contract.

COMPANY NAME:_____

Signature of Company Official:_____

Date Signed:_____

Printed name of company official signing above:_____

IV.

GENERAL CONDITIONS

****** PLEASE READ CAREFULLY ******

THESE GENERAL CONDITIONS APPLY TO ALL BIDS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID SUBMITTED AND SUBSEQUENT PURCHASE ORDER OR CONTRACT. THE CITY SHALL MEAN THE CITY OF TEXARKANA, TEXAS.

1. **REQUIRED INFORMATION:** The bid form section of the bid packet must be completed prior to the date and time set for the bid opening and included with the bid packet or the vendor will be found non-responsive.

2. **INSTRUCTIONS:** These instructions apply to all quotations and become a part of terms and conditions of any bid packet submitted and subsequent purchase order or contract.

3. **ERROR-QUANTITY:** Bid price must be submitted on units of quantity specified, extent, and total shown. In the event of discrepancies in extensions, the unit price shall govern.

4. **AWARD:** The City of Texarkana, Texas reserves the right to accept or reject any and all bids in whole or in part and waive any minor technicality and enter into a contract deemed to provide the **best value** to the City. The City of Texarkana, Texas reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

   4.1 The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Texarkana, Texas. In determining the best value for the City of Texarkana, Texas, the City may consider:

   (a) The purchase price;

   (b) The reputation of the bidder and of the bidder's goods or services;

   (c) The quality of the bidder's goods or services;

   (d) The extent to which the goods or services meet the City's needs;

   (e) The bidder's past relationship with the City;

   (f) The impact on the ability of the City to comply with laws and rules relating to contracting with Historically Underutilized Businesses and non-profit organizations employing persons with disabilities;

   (g) The total long-term cost to the City to acquire goods or services; and

   (h) Any relevant criteria specifically listed in the Invitation to Bid.

   (I) References will be checked prior to bid award.

Scoring Criteria for this Bid

1. Pricing and Cost Comparison (30 Pts)
2. Experience, Qualifications, and References (30 pts)
3. Compliance with Bid Requirements and Responsiveness (15 pts)
4. Capacity, Equipment, and Resources (15 pts)
5. Safety, Insurance, and Risk Management (10 pts)

4.2 All bids are evaluated for compliance with specifications before the bid price is considered. Failure to comply with the listed General Conditions may result in disqualification of bid.

4.3 In case of tie bids, preference will be given to local bidders.

4.4 Any contract made, or purchase order issued, as a result of this Invitation to Bid, shall be entered into in the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.

4.5 Responsible Bidder Criteria: The City shall consider only responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The City may also consider references and financial stability in determining a responsible Bidder.

5. **PRICE CHANGES.** If during the life of the contract, the successful Bidder's net prices to other customers for services provided hereunder are reduced below the contracted price, it is understood and agreed that the benefits of price reduction shall be extended to the City of Texarkana, Texas.

6. **CONTRACT.** This bid, when properly accepted by the City of Texarkana, Texas, shall become a contract equally binding between the successful Bidder and the City of Texarkana, Texas. No different or additional terms will become a part of this contract with the exception of Change Orders, unless otherwise agreed to between the parties in a written document signed by both parties.

7. **INVOICES:** Invoices shall be submitted by the successful Bidder to the City of Texarkana, Texas, Public Works and Contracts Department, 220 Texas Blvd-4th Floor, Texarkana, Texas 75501.

8. **PAYMENT TERMS:** Net 30 days.

9. **TAXES:** The City of Texarkana, Texas is exempt from Federal Manufacturer's excise and state sales tax. Tax must not be included in bid. Tax exemption certificates will be executed by the City and furnished upon request.

10. **DELIVERY PROMISE:** Bids must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates. All delivery and freight charges are to be included in the bid price.

11. **FUNDING:** The City of Texarkana, Texas is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

12. **ASSIGNMENT:** The successful Bidder shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the Public Works and Contracts Department.

13. **SUBCONTRACTING**. The awarded Bidder shall not subcontract without the written approval of the City. It is expressly understood and shall be agreed by both the City and Bidder that the City is contracting with the successful Bidder as an independent contractor. No part of this contract shall be subcontracted out without proper notification and written consent from the City of Texarkana, Texas.

14. **LATE BIDS:** Bid packets received after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Texarkana, Texas is not responsible for the lateness of mail carrier, weather conditions, etc.

15. **ALTERING BIDS**: Bid prices cannot be altered or amended after submission deadline. Any interlineation alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

16. **WITHDRAWAL OF BIDS**: A bid price may not be withdrawn or canceled by the Bidder for a period of sixty (60) days following the date designated for the receipt of bids without written approval of Public Works and Contracts Department Director, and Bidder so agrees upon submittal of bid.

17. **CHANGE ORDERS**: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Texarkana, Texas.

18. **EXCEPTIONS/SUBSTITUTIONS.** Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Texarkana, Texas reserves the right to accept, any and all, or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

19. **COMPLIANCE**. Any bid must comply with all federal, state, city and local laws concerning types of products specified.

20. **DESIGN, STRENGTH, AND QUALITY.** The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

21. **ADDENDA**: Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Texarkana, Texas Public Works and Contracts Department. Addenda will be sent to all who are known to have received a copy of this bid packet. If the addenda contain changes to the "specification" or "bid form", Bidders shall acknowledge receipt of all addenda, or they will be declared non-responsive.

22. **Bidder shall release, defend, indemnify and hold harmless the City** and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the terms of this contract or caused by the negligent act or omission of contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom contractor is legally responsible (hereinafter "claims"). Bidder is expressly required to defend City against all such claims.

    In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Bidder in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or its own entire defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Bidder's obligation to defend City or as a waiver of Bidder's obligation to indemnify City pursuant to this contract. Bidder shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If Bidder fails to retain counsel within such period, City shall have the right to retain defense council on its own behalf, and Bidder shall be liable for all costs incurred by City.

23. **TERMINATION**: The City of Texarkana, Texas reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful Bidder fails to 1) meet delivery schedules or 2) otherwise perform in accordance with these specifications or the terms of this contract; or 3) the City of Texarkana may terminate this contract for any reason with 30 days written notice.

24. **VENUE:** This agreement will be governed and constructed according to the laws of the State of Texas. This agreement is performable in Bowie County, Texas.

25. **NO PROHIBITED INTEREST:** Bidder acknowledges and represents that they are aware of the laws, City charter, and City code of conduct regarding conflicts of interest. The City charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service".

26. **PREPARATION COST:** The City will not be liable for any costs associated with the preparation, transmittal, or presentation of any proposals or materials submitted in response to any bid, quotation, or proposal.

27. **MINOR DEFECT:** The City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.

28. **BID OPENINGS:** All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Texarkana, Texas Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful Bidder upon award of the Contract and, according to state law; all bids received will be available for inspection at that time.

29. **FORCE MAJEURE:** Neither party shall be held responsible for losses or damages hereunder or for any failure or delay in performing an obligation under this Agreement or if the fulfillment of any terms or provisions of the contract is delayed or prevented beyond its reasonable control by strike, walkouts, acts of God, or public enemy, fire, flood, riots war, terrorist act, epidemic, pandemic, quarantine, governmental acts or omissions, or changes in laws or regulations. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) bidder's financial inability to perform its obligations hereunder.

30. **PRICE:** The price or prices for the work shall include full compensation for all taxes, permits, etc. that the Bidder is or may be required to pay.

31. **CONFLICT OF INTEREST:** The Bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Texarkana, Texas.

    By signing and executing this bid, the Bidder certifies and represents to the City the Bidder has not offered, conferred, or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this bid.

32. **PERMITS:** Successful Bidder is responsible for obtaining any and all City permits when job requires.

33. **CONFLICT OF INTEREST DISCLOSURE:** Disclosure requirements of potential conflicts of interest involving counties, cities, and other local government entities must be filed after January 1, 2006. The disclosures must be filed by vendors or potential vendors to local government entities. The new requirements are set forth in a new Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

    A "local government entity" includes counties, municipalities, school districts, and other political subdivisions of the state or any entity to which a member is appointed by a county commissioner's court or the mayor or

governing body of a municipality. A "local government officer" means a member of the governing body of a local government entity and the person designated as the chief executive officer of the local government entity.

Companies and individuals who contract, or seek to contract, with the City of Texarkana, Texas and its agents (including employees involved in the business with the entity) must file with the City Secretary's Office at 220 Texas Blvd., 2nd Floor (City Manager's Office), Texarkana, Texas 75501, a Conflict-of-Interest Questionnaire that describes, among other things, affiliations or business relationships with City of Texarkana, Texas officers, or certain family members or other businesses of the City of Texarkana, Texas officer, and certain employees or other contractors of the City of Texarkana, Texas with which such persons do business.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict-of-Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/conflict_forms.htm.

34. **Disclosing "Interested Parties" to a Contract, HB1295**: A governmental entity (the City) or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

"controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10%; (2) membership on a board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of business entity that has four or fewer officers or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means a person who has a controlling interest in the business entity with whom a governmental entity or state agency contracts or who actively participated in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:

(1) A list of each interested party for the contract of which the contracting business entity is aware; and

(2) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

A copy of this form can be found on the Texas Ethics Commission website with instructions. https://www.ethics.state.tx.us/tec/1295-info.htm

V.

INSURANCE REQUIREMENTS

1. Prior to the award of this contract by the City and before commencing work, the successful Bidder shall be required, at his own expense, to furnish the City of Texarkana, Texas, Purchasing and Contracts Manager within ten (10) days of notification of award with certified copies of all insurance certificates showing the following insurance coverage to be in force throughout the term of the contract. The City shall have no duty to pay or perform under this contract until such certificate has been delivered to and approved by the City and no officer or employee of the City shall have authority to waive this requirement without written approval from the City Manager.

   (a) Commercial General Liability (CGL) insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage. Coverage must be written on an occurrence form. Contractual liability must be maintained with respect to the Bidder's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit. CGL shall include coverage for:

      1. Premises/Operations
      2. Products Completed Operations
      3. Independent Contractors
      4. Personal Injury
      5. Contractual Liability

   (b) Workers Compensation insurance at statutory limits.

   (c) Commercial Automobile Liability insurance at minimum combined single limits of $500,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

2. The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The successful bidder may maintain reasonable and customary deductibles, subject to approval by the City.

3. A comprehensive general liability insurance form may be used in lieu of a commercial general liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $500,000 per occurrence, combined single limit; and coverage must include a broad form comprehensive general liability endorsement, coverage for products/completed operations, and broad form contractual liability covering the obligations included in the contract.

4. With reference to the foregoing insurance requirement, the successful Bidder shall specifically endorse applicable insurance policies as follows:

   (a) The City shall be named as an additional insured with respect to general liability.

(b) A waiver of subrogation in favor of the City of Texarkana, Texas shall be contained in the workers compensation coverage.

(c) All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.

(d) All insurance policies shall be endorsed to the effect that the City will receive at least 10 days' notice prior to cancellation, non-renewal, or termination of the insurance.

(e) All copies of Certificates of Insurance shall reference the project/contract number for which the insurance is being supplied.

5. The City prefers that all insurance be purchased from an insurance company that meets the following requirements:

   (a) A financial rating of A: VII or better as assigned by the BEST rating Company or A or better by Standard and Poor's.

   (b) Written by companies approved by the State of Texas and acceptable to the City of Texarkana, Texas.

6. All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

   (a) The insurance set forth by the insurance company are underwritten on forms, which have been approved by the Texas State Board of Insurance.

   (b) Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.

   (c) Shall specifically set forth the notice of cancellation or termination provisions to the City of Texarkana, Texas.

COPIES OF INSURANCE CERTIFICATES ARE REQUIRED WITH THIS BID

VI.

CONTRACT

STATE OF TEXAS
COUNTY OF BOWIE

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the City of Texarkana, County of Bowie, State of Texas, acting by and through the Mayor, City of Texarkana, thereunto authorized to do so, hereinafter referred to as OWNER, and _____. of the City of _____, County of **BOWIE** and the State of **TEXAS** hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER and under the conditions expressed in the bond bearing even date herewith (if any) the CONTRACTOR hereby agrees with OWNER to commence and complete the construction of certain improvements described as follows:

IFB 26-0000-01 TREE REMOVAL AND RELATED SERVICES

and all extra work in connection therewith, under the terms as stated in the contract documents and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the contract documents as defined in the General Conditions of Agreement. _____ bid dated _____ is incorporated into and made a part of this agreement.

The CONTRACTOR hereby agrees to commence work within **TEN** days after the date written notice to do so shall have been given to him and to substantially complete same within the time specified in the contract documents.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract in accordance with the bid submitted therefore, subject to additions and deductions, as provided in the contract documents and to make payment on account thereof as provided therein.

IN WITNESS WHEREOF, the parties to these presents have executed this agreement in Texarkana, Texarkana County, Texas in the year and day first above written.

CONTRACTOR:

_____

By:_____

PRINTED NAME:_____

TITLE:_____

COMPLETE ADDRESS:

Company_____

Address_____

City, State, Zip_____

CITY OF TEXARKANA, TEXAS (OWNER):

By: _____
City Manager

VII.

PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO SECTION 2253.021(a)
OF THE TEXAS GOVERNMENT CODE
(CONTRACTS MORE THAN $100,000)

KNOW ALL MEN BY THESE PRESENTS, that _____. (hereinafter called the Principal(s),as Principal(s), and _____

_____

(hereinafter called the Surety(s), as Surety(s), are held and firmly bound unto the City of Texarkana (hereinafter called the Obligee), in the amount of_____Dollars _____lawful money of the United States for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the ___ day of _____, **2025**, to perform all work associated with **IFB #26-0000-01 TREE REMOVAL AND RELATED SERVICES.**

and said principal under the law is required before commencing the work provided for in said contract to execute a bond in the amount of said contract which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect. PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Section 2253.021(a) of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of said article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal (s) and Surety (s) have signed and sealed this instrument this ___ day of _____, **20XX**.

_____
Surety

* By: _____
(Title)

_____
(Company Name)

By:_____
(Printed Name)

_____
(Signature)

_____
(Title)

The undersigned surety company represents that it is duly qualified to do business in Texas, and hereby designates _____ an agent resident in Bowie County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

_____
Surety

* By: _____
(Title)

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:	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

VII.8

Briefing Sheet

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

Subject: Resolution No. 2025-183 approving the Bowie Central Appraisal District's 2025 tax roll.

Briefing: 11/10/2025 **Public Hearing:** **Council Vote:** 11/10/2025

Item Schedule:

Updates/History of Briefing:

Executive Summary and Background Information:

The Bowie Central Appraisal District has completed and presented the City's 2025 tax roll for the City, TIRZ District No. 1 and TIRZ District No. 2. This roll, as presented, needs to be approved by signature of the City Council, and returned to the Appraisal District.

Potential Options:

Approve or Deny

Fiscal Implications:

Collections by Bowie Central Appraisal District from the approved tax roll provide funds needed for the operating budget for fiscal year ending September 30, 2026.

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. 2025-183

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE BOWIE CENTRAL APPRAISAL DISTRICT 2025 TAX ROLL FOR THE CITY OF TEXARKANA, TEXAS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Bowie Central Appraisal District has completed the 2025 Tax Roll; and

WHEREAS, it is recommended by the Finance Department that the 2025 Tax Roll for the City of Texarkana, Texas, be approved as presented.

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

SECTION 1: The 2025 Tax Roll for the City of Texarkana, Texas, as prepared and presented by the Bowie Central Appraisal District, is hereby approved. Copies of the City of Texarkana, Texas, 2025 Tax Roll are attached hereto and incorporated herein as **Exhibit "A".**

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

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

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

CITY OF TEXARKANA **2025-183 EXH "A"**

2025 TAX ROLL

TOTAL TAXABLE VALUE	3,939,124,361
GROSS TAX LEVY	$25,604,310.70
LESS TAX ON FROZEN ITEMS	$1,219,232.10
TOTAL TAX LEVY	$24,385,078.60

COUNCIL MEMBERS :

MAYOR , BOB BRUGGEMAN _____

MEMBER , JEAN MATLOCK _____

MEMBER , STEVE THOMPSON _____

MEMBER , COLE MEADOR _____

MEMBER , CHRISTIE PAGE _____

MEMBER , JAY DAVIS _____

MEMBER, MARY HART _____

APPROVED THE _____ DAY OF _____ 2025

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:	Low
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.1

Briefing Sheet

Department: City Attorney **Action Officer:** Jeff Lewis, City Attorney

Subject: Resolution No. 2025-181 denying the application to increase rates filed by Southwestern Electric Power Company (SWEPCO) on or about October 14, 2025.

Briefing: 11/10/2025 **Public Hearing:** **Council Vote:** 11/10/2025

Item Schedule:

Updates/History of Briefing:

The City of Texarkana, Texas, is a regulatory authority under the Public Utility Regulatory Act, with exclusive original jurisdiction over the rates, operations, and services of Southwestern Electric Power Company, a unit of American Electric Power ("SWEPCO"), within the City [see Tex. Util. Code Ch. 33]. In matters regarding applications by SWEPCO to change rates or services, the City Council has acted to further a legislative purpose and strategy of evaluating the reasonableness of such applications in order to protect the interests of both the City's residents and business customers of the utility who conducting business within the City's municipal limits (see, e.g., Res. 2017-006, Res. 2017-044, Res. 2018-110, Res. 2020-128, and Res. 2021-007).

As part of the City Council's strategy of evaluating the reasonableness of SWEPCO's applications, the City Council has authorized cooperative and coordinated efforts with a coalition of other municipalities served by SWEPCO — the Cities Advocating Reasonable Deregulation ("CARD") — for the retention of special legal counsel to appear or intervene in regulatory proceedings before the Texas Public Utility Commission or any court of law, to investigate matters pertinent to SWEPCO's applications including jurisdiction, reasonableness, evidentiary support, and consistency or compliance with Texas law, and to retain such experts as may be reasonably necessary for review of SWEPCO's applications. By Ordinance No. 2022-074, the City Council has assigned to the City Manager additional powers and duties which include taking any and all action within budgeted parameters to implement the City Council's strategy of evaluating the reasonableness of SWEPCO's applications before the Texas Public Utility Commission in order to protect the interests of both the City's residents and business customers of the utility who conduct business within the City's municipal limits. By way of example and not limitation, such powers and duties shall include coordinating with CARD and authorizing CARD special legal counsel to monitor or intervene in proceedings before the Texas Public Utility Commission which are crucial to the City's interests and CARD's interests both in terms of reliable electricity service and cost to ratepayers.

Executive Summary and Background Information:

On about October 14, 2025, the Southwestern Electric Power Company ("SWEPCO") filed an

application to increase its net revenues by approximately $94.9 million, which equates to an increase of approximately 13.48%. SWEPCO filed its application with the City and with the Public Utility Commission of Texas (PUCT) on the same date.

Currently SWEPCO recovers a portion of its revenue – about $69 million through several surcharges, also known as "riders," such as its "Transmission Cost Recovery Factor" ("TCRF"), its "Distribution Cost Recovery Factor" ("DCRF"), its surcharge to recover the costs of its Advanced Metering System. The PUCT's rules require SWEPCO to move revenue it currently recovers through its DCRF, TCRF, and AMS surcharge, to recovery through its base rates. Thus, though SWEPCO's increase in "base rates" is about $163.9 million, that increase is offset by about $69 million by reducing its riders and surcharges to zero, thus resulting in an increase of about $94.9 million in revenue collected from customers.

SWEPCO's application requests an effective date of November 18, 2025, for its proposed increase in rates. Additionally, pursuant to state law, SWEPCO has requested that the final rates set in this proceeding relate back to usage occurring 155 days after the filing of the application, or March 18, 2026. This means that under SWEPCO's request, the final rates set in this case will relate back to usage occurring on and after March 18, 2026.

SWEPCO advances these main drivers of the proposed increase in rates:

1. A proposed return on equity of 10.75% with a capital structure comprised of 48.02% equity and 51.98% long-term debt. Note that in SWEPCO's 2022 rate case, the Commission awarded SWEPCO a return on equity of 9.25% and a capital structure comprised of 49.37% and 50.63% long-term debt.

2. Capital additions of about $600 million since its last rate case.

3. An increase in its self-insurance reserve to be funded by an annual accrual of $21.5 million.

4. Recovery of increases in purchased-power costs SWEPCO contends it is and will continue to incur.

5. Recovery of an increase of about $5.0 million over current spend levels of about $12 million for vegetation management.

6. Recovery of the undepreciated value of the Pirkey power plant, which SWEPCO retired early, which the PUCT concluded was imprudent for SWEPCO to have retired the plant early.

ASSIGNMENT OF INCREASE TO CUSTOMER CLASSES:

SWEPCO proposes to allocate its proposed base revenue increase, excluding the cost of fuel, among the customer classes as follows:

Rate Class	Base Revenue Change	Base Percent Increase**	Total % Change @ Proposed Revenue††
Residential	$65,986,839	41.26%	12.90%
General Service	$7,941,672	29.84%	4.33%
Light & Power	$42,089,946	29.84%	7.39%
Cotton Gin	$175,099	83.33%	17.46%
Industrial	$41,899,554	78.73%	30.66%
Municipal	$2,421,140	62.58%	20.06%
Municipal Lighting	$1,689,786	62.29%	25.52%
Lighting	$1,691,431	29.45%	7.30%

****Excludes Offset from Reductions in Riders/Surcharges**
††Includes Offset from Reductions in Riders/Surcharges

RESIDENTIAL BILL IMPACT FROM PROPOSED INCREASE:
Comparison of current to proposed rates:

RESIDENTIAL	Current	Proposed
Cust. Charge/Mo.	$9.42	$13.31
Usage Charge/kWh (May-Oct)	$0.084603	$0.119577
kWh Charge (Nov-Apr) (	$0.062748	$0.088636
kWh Charge (Nov-Apr) (>600 kWh)	$0.051277	$0.072432
Riders (TCRF, DCRF, EECRF Rate Case Expenses)/kWh	$0.020548	$0.006415
AMS Surcharge/month	$2.82	$0.00
Fuel	$0.031109	$0.031109

Effect of SWEPCO's proposed increase on the base rate portion of a residential customer's bill:

Annual Avg.	1000 kWh		1500 kWh		2000 kWh
Increase $	$16.43		$23.38		$37.32
Increase %	15.77%		15.76%		15.75%

CARD SPECIAL COUNSEL RECOMMENDATION:
CARD special legal counsel, the firm of Herrera Law & Associates, PLLC, recommends that the City Council:

1. Deny SWEPCO’s proposed increase in revenue and changes in rates;
2. Intervene in SWEPCO’s pending case at the Public Utility Commission of Texas and to fully participate in such proceedings and any proceedings arising from those proceedings;
3. Direct SWEPCO to reimburse the CARD cities’ rate case expenses for review of SWEPCO’s application to increase rates and to participate in the proceedings at the PUCT, and related appeals to court, if any.
4. Participation regarding SWEPCO’s rates, operations, and services through the coalition of cities known as CARD.

Potential Options:

Options regarding SWEPCO's pending application to increase rates include:

1. Deny SWEPCO's proposed increase by no later than November 18, 2025.

2. Take no action, and SWEPCO's proposed increase in rates goes into effect on November 18, 2025, by operation of law; or

3. Suspend SWEPCO's proposed effective date for its proposed rates for 90 days, from November 18, 2025, to February 16, 2026, and no later than February 16, 2026, take a second and final action on the merits of SWEPCO's proposed increase.

Fiscal Implications:

See above -- residential bill impact from proposed increase.

Staff Recommendation:

Staff concurs with CARD Special Council recommending denial of the proposed rate increase as it is unlikely --- if a "suspension" resolution was adopted --- that substantive review would be concluded in time for a final and second council action in February 2026.

Advisory Board/Committee Review:

Not applicable.

Board/Committee Recommendation:

Not applicable.

Advisory Board/Committee Meeting Date and Minutes:

Not applicable.

RESOLUTION NO. 2025-181

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, DENYING THE APPLICATION TO INCREASE RATES FILED BY SOUTHWESTERN ELECTRIC POWER COMPANY ON OR ABOUT OCTOBER 14, 2025; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; AUTHORIZING PARTICIPATION IN THE COALITION OF SIMILARLY SITUATED CITIES; AUTHORIZING INTERVENTION AND PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; CONTAINING A SUPERSEDING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Southwestern Electric Power Company ("SWEPCO" or "Company") filed a Statement of Intent with the City on or about October 14, 2025, to increase its base revenues; and

WHEREAS, the City is a regulatory authority under the Public Utility Regulatory Act ("PURA") and under Chapter 33, §33.001 et seq. of PURA has exclusive original jurisdiction over SWEPCO's rates, operations, and services within the municipality; and

WHEREAS, SWEPCO's proposed increase in rates would result in a net increase to its base revenues of approximately $94.9 million, which equates to a net increase of approximately 13.48% in base revenue, not including fuel or other revenue; and

WHEREAS, for a Residential customer using 1,000 kWh per month, if SWEPCO's proposed increase is approved, the bill impact to that Residential customer would be an annual average increase of about $16.43 per month; and

WHEREAS, the Company seeks a Return on Equity (ROE) of 10.75%; and

WHEREAS, SWEPCO seeks to increase its depreciation expense, increase its self-insurance reserve fund, recover costs related to certain purchased power agreements, recover the undepreciated value of the Pirkey power plant resulting from the imprudent early retirement of that plant, and seeks to increase its vegetation-management costs; and

WHEREAS, SWEPCO's rate request consists of a voluminous amount of information including SWEPCO's rate-filing package, exhibits, schedules, and workpapers; and

WHEREAS, the City will require the assistance of specialized legal counsel and rate experts to review the merits of SWEPCO's application to increase rates; and

WHEREAS, to the extent SWEPCO seeks review at the Public Utility Commission of Texas of the City's final decision regarding SWEPCO's statement of intent to change rates, or because SWEPCO has submitted a statement of intent to the Public Utility Commission of Texas to

increase rates in the environs of the City on the same date it submitted its request to the City, the decision of the Public Utility Commission of Texas will have an impact on the rates paid by the City and its citizens who are customers of SWEPCO, and in order for the City's participation to be meaningful it is important that the City promptly intervene in such proceeding at the Public Utility Commission of Texas.

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

SECTION 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

SECTION 2. SWEPCO failed to show that its proposed rates are just and reasonable.

SECTION 3. The City hereby **DENIES** SWEPCO's request to increase rates and retains in place SWEPCO's rates in effect prior to the date upon which SWEPCO filed its statement of intent to change rates and finds that:

A. The Rate Filing Package fails to provide sufficient information to justify the requested increase in revenue or to justify the changes set forth in the attached tariffs; and

B. The Rate Filing Package fails to provide sufficient information to justify a return on equity of 10.75%; and

C. The Rate Filing Package fails to provide sufficient information to justify the adoption of the rate base, expenses, investment, return on equity, and other rate issues noted in the Public Utility Regulatory Act.

SECTION 4. The City authorizes intervention in proceedings related to SWEPCO's Statement of Intent before the Public Utility Commission of Texas and related proceedings in courts of law and participation in the coalition of cities known as Cities Advocating Reasonable Deregulation ("CARD").

SECTION 5. The City joins and continues its participation with other cities in CARD with the understanding that the Steering Committee of CARD is to provide direction and guidance to Special Counsel representing said cities.

SECTION 6. The City hereby orders SWEPCO to reimburse the City's rate case expenses as provided in the Public Utility Regulatory Act and that SWEPCO shall do so on a monthly basis and within 30 days after submission of the City's invoices for the City's reasonable costs associated with the City's activities, through its participation in CARD, related to its rate review or to related proceedings involving SWEPCO before the City, the Public Utility Commission of Texas, or any court of law.

SECTION 7. Subject to the right to terminate employment at any time, the City retains and authorizes the law firm of Herrera Law & Associates, PLLC to act as Special Counsel with regard to rate proceedings involving SWEPCO before the City, the Public Utility Commission of Texas, or any court of law and to retain such experts as may be reasonably necessary for review of SWEPCO's rate application subject to approval by the City.

SECTION 8. The City, in coordination with the Steering Committee, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to SWEPCO for reimbursement.

SECTION 9. The City Secretary or other appropriate city official shall provide a copy of this Resolution to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, either to P.O. Box 302799, Austin, Texas 78703, or by email to aherrera@herreralawpllc.com, and as a courtesy, provide a copy to SWEPCO's local representative.

SECTION 10. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 11. To the extent any Resolution previously adopted by the City Council is inconsistent with this Resolution, it is hereby superseded.

SECTION 12. 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 November, 2025**.

ATTEST:

_____	_____
JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Southwestern Electric Power Company
P.O. Box 21106
Shreveport, LA 71156-0001
SWEPCO.com

Brett Mattison
President and Chief Operating Officer

October 14, 2025

Re: ***Application of Southwestern Electric Power Company for Authority to Change Rates***

Southwestern Electric Power Company (SWEPCO) is proud to be a member of your community and to be able to serve your residents and businesses for more than 100 years. We appreciate the support of our community partners through the years in backing new and important projects that help serve our cities today, and that will help us continue to provide service well into the future. Our approach to providing affordable electricity has relied on a balanced portfolio of generation assets including solid fuel, natural gas, purchased power, and energy efficiency. The economic vitality of your communities' benefits from a dependable supply of electric power at reasonable costs.

This letter is to provide you information on the filing that SWEPCO is making on October 14, 2025, to better align SWEPCO's revenues with the cost of providing service and to position SWEPCO to provide safe, reliable, and efficient service to customers now and in the years to come.

Despite SWEPCO's significant cost control efforts, SWEPCO's load growth has not been such that it allows revenues to keep pace with costs, and SWEPCO has been unable to meet its financial expectations or earn the return on equity authorized by the Public Utility Commission of Texas (Commission) in its last base rate case. Since receiving authority for additional funding in the last rate case in 2020, SWEPCO's reliability metrics have shown great improvement, with SAIFI consistently below the regulatory target level and SAIDI decreasing significantly (43%) since the end of 2022. SWEPCO is requesting an increase in rates to continue to recover its investment in the infrastructure needed to reliably serve customers as well as investment needed to extend the lives of existing natural gas plants to cost effectively serve customers. SWEPCO is also requesting Commission approval of certain policy-oriented proposals including the establishment of a mechanism to allow SWEPCO to recover transmission costs incurred through participation in the Southwest Power Pool that are beyond the Company's control. Finally, SWEPCO is proposing to establish baseline calculations for future filings and to modify or implement certain new tariffs, including a new Pay As You Go program that allows customers to prepay for service and avoid paying a deposit.

To that end, SWEPCO is filing on October 14, 2025, with the Commission, and by this letter to cities that have retained original jurisdiction over SWEPCO, to change its retail electric rates. For your convenience, a list of cities that have retained original jurisdiction over SWEPCO's rates and those which have ceded that original jurisdiction to the Commission are shown below. If your city has previously ceded its original rate-setting jurisdiction to the Commission as shown below, this information is being provided to you as a courtesy and no action is required by you.

Alba	Fruitvale	Linden	Queen City
Atlanta	*Gary	Longview	Red Lick
Avery	Gilmer	Maud	Scottsville
*Beckville	Gladewater	Memphis	*Shamrock
Big Sandy	Grand Saline	Miller's Cove	*Tatum
Bloomburg	Hallsville	Mineola	Tenaha
Carthage	Hawkins	Mt. Enterprise	Texarkana
Center	*Hedley	Mt. Pleasant	*Union Grove
Childress	*Henderson	Mt. Vernon	Wake Village
*Clarendon	Hooks	Naples	Warren City
Clarksville City	Hughes Springs	Nash	Waskom
Daingerfield	Jefferson	New Boston	Wellington
DeKalb	Kilgore	New London	White Oak
*Dodson	Lakeport	Omaha	Winfield
East Mountain	*Lakeview	Overton	Winnsboro
Estelline	Leary	Pittsburg	Winona

* Ceded original jurisdiction to the Commission

SWEPCO is providing the following two attachments to this letter.

Attachment 1 to this letter discusses the action your city must take **before November 18, 2025**, and provides sample city ordinances for your convenience. If your City has previously ceded its original rate-setting jurisdiction to the Commission as shown above, this information is being provided to you as a courtesy and no further action is required by you.

Attachment 2 is SWEPCO's Petition and Statement of Intent, which describes SWEPCO's request to change its rates for those cities that have retained original jurisdiction. The entire filing can be found on the Commission's interchange under Docket No. 58819. https://interchange.puc.texas.gov/search/filings/?UtilityType=A&ControlNumber=58819&ItemMatch=Equal&DocumentType=ALL&SortOrder=Ascending

As has always been the case, SWEPCO is committed to working with local and state officials to ensure the timely construction and maintenance of a strong and robust generation, transmission, and distribution system. We believe such strength enhances overall service reliability and the economic potential for the state and the communities we serve.

If you have any questions about SWEPCO's request to change its retail rates in Texas or would like to receive a copy of the complete application and rate filing package filed at the Commission, please contact Stacy Bankston, AEPSC/SWEPCO Regulatory Case Manager, at (214) 777-1081. You may also contact your local SWEPCO external affairs manager. Mark Robinson can be contacted at mrobinson@aep.com or (903) 234-7351. Lisa Thompson can be contacted at lthompson@aep.com or (903) 223-5880.

Sincerely,



Brett Mattison
Southwestern Electric Power Company
President and Chief Operating Officer

Attachments

DOCKET NO. 58819

APPLICATION OF SOUTHWESTERN ELECTRIC POWER COMPANY FOR AUTHORITY TO CHANGE RATES	**§ § §**	**BEFORE THE PUBLIC UTILITY COMMISSION OF TEXAS**

PETITION AND STATEMENT OF INTENT TO CHANGE RATES

Southwestern Electric Power Company (SWEPCO or the Company) files this Petition and Statement of Intent to Change Rates (Petition) in accordance with Subchapter C of Chapter 36 of the Public Utility Regulatory Act (PURA),[1] and 16 Tex. Admin. Code (TAC) § 22.243(b). SWEPCO is filing with this Petition a rate filing package (RFP) that complies in all material respects with the Commission's *Electric Utility Rate Filing Package for Generating Utilities.*[2]

I. OVERVIEW

SWEPCO has filed this case to better align its revenues with the cost of providing service and to position the Company to provide safe, reliable, and effective service to customers now and in the years to come. This rate review will establish rates based on the adjusted costs of SWEPCO's operations in Texas through the end of the Test Year, which is the 12-month period ending March 31, 2025. The RFP is accompanied by the direct testimonies of 31 witnesses who support the Company's request and SWEPCO's opportunity to earn a fair return on its investments made in the service of customers.

Since its last base rate case, SWEPCO has made significant investments in its system. SWEPCO's investment in Texas retail plant has increased by nearly $600 million since the close of the test year in SWEPCO's previous base rate case. The majority of this investment has been in SWEPCO's transmission and distribution systems. These investments have allowed SWEPCO

[1] PURA is codified at Tex. Util. Code Ann. §§ 11.001-66.016.

[2] Approved September 9, 1992. This Petition serves as the Executive Summary described in the RFP.

to maintain and improve its service reliability. Transmission reliability is discussed by SWEPCO witness Jeffrey Ellis and distribution reliability is discussed by SWEPCO witness Drew Seidel. As discussed in the testimony of Mr. Seidel, SWEPCO's distribution System Average Interruption Frequency Index and System Average Interruption Duration Index statistics have improved each year since 2022. This improvement has been made possible by both capital investment in the distribution system, as well as increased Operations and Maintenance (O&M) spend to support distribution reliability. While cost recovery for some of this transmission and distribution investment has commenced through SWEPCO's Transmission Cost Recovery Factor (TCRF) and Distribution Cost Recovery Factor (DCRF), SWEPCO's investment in General plant, which is mainly not recovered through the TCRF and DCRF, has increased by more than $120 million since the close of the test year in SWEPCO's previous base rate case. SWEPCO's capital, prudently invested in the service of customers, is a significant driver for this case.

SWEPCO is also requesting an update to its self-insurance reserve. In SWEPCO's most recent base rate case, Docket No. 51415, the Commission approved SWEPCO's request for a self-insurance reserve with a target of $3,560,000. In this case, SWEPCO is requesting a deferral threshold of $250,000 and a target reserve of $17.6M. As explained by SWEPCO witness Greg Wilson, the self-insurance reserve is proposed to be funded by an annual accrual of $21.5M, consisting of (1) $6.7M to provide for average annual expected losses from all covered losses; plus (2) $14.8M accrued over four years to achieve the target reserve level.

Additionally, in response to House Bill 145, amending PURA § 36.064 – Self-Insurance, SWEPCO is requesting to expand the coverage of its self-insurance reserve to the full extent authorized by law. PURA § 36.064(a) now states a utility may self-insure all or part of the utility's potential liability or catastrophic property loss, including windstorm, fire, wildfire, and explosion

losses, that could not have been reasonably anticipated and included under operating and maintenance expenses, as well as damages the utility may be liable for resulting from personal injury or property damage caused by wildfire.

SWEPCO has also experienced increased purchased capacity costs since the last base rate case largely attributable to increases in the Southwest Power Pool's (SPP) generation capacity reserve requirements. During the Test Year, SWEPCO continued to purchase 50 MW of capacity under its long-term purchase power agreement (PPA) with Louisiana Generating Company (initially executed with Cajun Electric Power Cooperative). However, as explained by SWEPCO witness Brian Rupp, since 2022, the Company has entered into eight additional capacity purchase agreements with seven counterparties to meet SPP planning requirements. For purposes of this filing, the Company is requesting capacity purchases be included in rates that reflect the actual level of expense that the Company will incur in 2026 as a result of agreements into which the Company has already entered.

In addition, SWEPCO is requesting an increase of $5 million over Test Year costs to expand its transmission vegetation management program to use satellite and LiDAR technology programs to maintain and improve reliability for customers on targeted transmission circuits in Texas.

In this proceeding, SWEPCO also requests Commission approval of certain policy-oriented proposals, including deferral of certain wholesale transmission charges billed to SWEPCO by the SPP, and a deferral mechanism associated with investments in generation facilities to meet SPP capacity requirements.

Finally, SWEPCO proposes to: (1) establish baseline calculations of costs to be recovered in a future filing by SWEPCO for a TCRF, DCRF, or Generation Cost Recovery Rider (GCRR); and (2) modify or implement certain new tariffs.

II. AUTHORIZED REPRESENTATIVES

SWEPCO's business address is 428 Travis Street, Shreveport, Louisiana 71101. SWEPCO's authorized business representatives for this proceeding are:

Stacy L. Bankston
Regulatory Case Manager
American Electric Power Service Corporation
400 West 15th Street, Suite 1700
Austin, Texas 78701
Telephone: (214) 777-1081
Facsimile: (512) 481-4591
Email: slbankston@aep.com
aepaustintx@aep.com (Service)

SWEPCO's legal representatives are:

Stephanie G. Houle
Associate General Counsel
Laura B. Kennedy
Senior Counsel
American Electric Power Service Corporation
400 West 15th Street, Suite 1700
Austin, Texas 78701
Telephone: (512) 481-3322
Facsimile: (512) 481-4591
Email: shoule@aep.com
lkennedy@aep.com
aepaustintx@aep.com (Service)

William Coe
Kerry McGrath
Patrick Pearsall
Duggins Wren Mann & Romero, LLP
600 Congress Avenue, Suite 2700
Austin, Texas 78701
Telephone: (512) 744-9300
Facsimile: (512) 744-9399
Email: wcoe@dwmrlaw.com
kmcgrath@dwmrlaw.com
ppearsall@dwmrlaw.com

SWEPCO requests that all information, pleadings, and other documents in this matter be served on each of the persons above and be emailed to aepaustintx@aep.com.

III. APPLICANT AND JURISDICTION

SWEPCO is a wholly owned subsidiary of American Electric Power Company, Inc. and is a fully integrated investor-owned electric utility serving 556,100 customers in Texas, Arkansas, and Louisiana. Of those retail customers, more than 191,000 reside in Texas. SWEPCO is a public

utility and a utility as those terms are defined in PURA § 11.004(1) and an electric utility as that term is defined in PURA § 31.002(6).

The Commission has jurisdiction over this application pursuant to PURA §§ 14.001, 32.001, and 36.001. Specifically, the Commission has jurisdiction to change SWEPCO's rates within unincorporated areas of the Company's service area, within all municipalities served by the Company that have ceded original jurisdiction to the Commission, and upon appeal by the Company of actions taken by cities exercising original jurisdiction. A list of the incorporated cities that have ceded original jurisdiction and those that have retained original jurisdiction is provided as Appendix A to this Petition.

IV. REQUESTED RELIEF

A. Increase in Revenue Requirement

SWEPCO asks the Commission to approve a total Texas retail base rate revenue requirement of $641,516,844 and a base rate increase of $163,896,434, an increase of 41.67% over adjusted Texas retail Test Year base rate revenues exclusive of fuel and rider revenues. The proposed increase in Texas retail revenues will be offset by setting SWEPCO's current TCRF, DCRF, Advanced Metering System (AMS) surcharge, and a portion of Net Operating Loss Carryforward (NOLC) surcharge to zero, a reduction of $68,960,435. Thus, the net proposed increase is $94,935,998. The overall impact of the proposed revenue requirement, considering both fuel and non-fuel revenues, is a 13.48% increase. The impact of the rate change on various customer classes will vary from the overall impact.

SWEPCO has calculated the proposed revenue requirement based on a weighted average cost of capital (WACC) of 7.79%. That WACC is based on:

- a proposed equity ratio of 51.98%;

- a proposed long-term debt ratio of 48.02%;
- a proposed cost of long-term debt of 4.58%; and
- a proposed Return on Equity of 10.75%.

B. Pirkey Plant Cost Recovery

The Henry W. Pirkey Power Plant retired in March 2023, and was located near Hallsville, Texas and consisted of one lignite-fired unit with a net maximum capacity of 675 MW. Lignite for this unit was mined adjacent to the plant by a contract miner on lignite reserves controlled by SWEPCO. Since the plant's retirement, SWEPCO has proposed to reuse the transmission interconnection at the site of the retired Pirkey plant and build a dispatchable, natural gas-fired generation plant, which SWEPCO has named the Hallsville Natural Gas Project. SWEPCO's request for CCN authority to build the Hallsville plant is pending before the Commission in Docket No. 57376.[3]

In this case, SWEPCO proposes recovery of the undepreciated value of the Pirkey power plant. SWEPCO has followed the Federal Energy Regulatory Commission (FERC) Uniform System of Accounts Electric Plant Instructions, which directs the utility to debit accumulated depreciation with the undepreciated value of the retired plant, with depreciation rates being updated accordingly. In support of the recovery of the undepreciated value of the Pirkey plant, SWEPCO is providing the testimony of SWEPCO witness James Martin, which demonstrates that customers have not incurred financial harm caused by the retirement of the Pirkey plant and are unlikely to do so in the future. In fact, the available evidence indicates customers have benefitted from cost reductions achieved by Pirkey's retirement and those benefits will continue to accrue going forward. This evidence supports full recovery of the undepreciated value of the Pirkey plant.

[3] *Application of Southwestern Electric Power Company to Amend its Certificate of Convenience and Necessity to Construct the Hallsville Natural Gas Plant in Harrison County, Texas and Convert Welsh Power Plant Units 1 and 3 to Natural Gas*, Docket No. 57376, Application (Dec. 17, 2024).

C. Self-Insurance Reserve

SWEPCO seeks approval to modify its self-insurance reserve, establishing a deferral threshold of $250,000 and a target reserve of $17.6M. The self-insurance reserve is proposed to be funded by an annual accrual of $21.5M, consisting of (1) $6.7M to provide for average annual expected losses from all covered losses; plus (2) $14.8M accrued over four years to achieve the target reserve level (this is due to the fact that the current reserve balance is significantly negative).

Additionally, in response to House Bill 145, amending PURA § 36.064 – Self-Insurance, SWEPCO is requesting to expand the coverage of its self-insurance reserve to the full extent authorized by law. PURA § 36.064(a) now states a utility may self-insure all or part of the utility's liability or catastrophic property loss, including windstorm, fire, wildfire, and explosion losses, that could not have been reasonably anticipated and included under operating and maintenance expenses, as well as damages the utility may be liable for resulting from personal injury or property damage caused by wildfire.

D. Deferral of Approved Transmission Charges

SWEPCO's service area is entirely within SPP, which maintains functional control of the SWEPCO transmission system and executes an organized wholesale market in which SWEPCO participates. SWEPCO is charged by SPP for the use of other SPP transmission owners' facilities to serve SWEPCO's customers. SWEPCO also receives payment from SPP for SPP members' use of SWEPCO's transmission facilities. These payments and receipts occur pursuant to the SPP Open Access Transmission Tariff (OATT), which has been approved by the FERC.

SWEPCO's adjusted Test Year SPP transmission charges are not representative of such charges going forward. Indeed, the adjusted Test Year costs incurred by SWEPCO under the SPP OATT will be outdated when the rates established in this proceeding take effect. To address this reality, SWEPCO is proposing that the portion of its ongoing SPP OATT charges that is above or

below the adjusted Test Year level be deferred into a regulatory asset or liability until they can be addressed in a future TCRF or base-rate proceeding. This proposal is discussed further in the direct testimony of SWEPCO witness Melissa A. Gage.

SWEPCO's legal obligation to pay for transmission services provided by SPP is no different from that of distribution service providers in ERCOT. The TCRF rule for distribution service providers operating in ERCOT, 16 TAC § 25.193, authorizes the distribution service provider to charge or credit its customers for the Commission-approved wholesale transmission cost changes to the extent such costs vary from the transmission service cost used to fix the base rates of the distribution service provider. While amending this rule for ERCOT utilities in Project No. 37909, the Commission observed that this recovery mechanism is appropriate because the ERCOT distribution service providers have no ability to avoid such costs or address and manage the regulatory lag that exists with respect to these costs.[4] SWEPCO is in a similar position regarding costs it incurs under the SPP OATT.

E. Generation Cost Recovery

SWEPCO has been making investments in its generation facilities to meet higher SPP capacity requirements, as discussed in the testimony of SWEPCO witness Gage. During 2024 and 2025, SPP implemented multiple new proposals that have increased the amount of generation capacity SWEPCO is required to maintain. To meet SPP's increasing reserve margin requirements in a cost-effective manner, SWEPCO will incur one-time O&M and capital costs over the next several years to extend the lives of four of its gas-fired units and to improve the availability and performance of the Company's fossil-fueled fleet as a whole. The planned investments needed to

[4] *Rulemaking Proceeding to Amend PUC Subst. Rule §25.193, Relating to Distribution Service Provider Transmission Cost Recovery Factors (TCRF)*, Project No. 37909, Order Adopting Amendments to 24.193 at 7 (Oct. 5, 2010).

enable these life extensions and reduce forced outage rates are critical to helping meet SWEPCO's capacity needs cost-effectively in the near to medium term.

SWEPCO requests authorization to defer costs, including depreciation expense and carrying costs, associated with the generation O&M and invested capital at the weighted average cost of capital established in this case related to the life extensions and reliability improvement costs that are not included in the annual cost of service for recovery as a regulatory asset.

F. Transmission Vegetation Management Expenses

SWEPCO is proposing a total Company annual vegetation management spend of $17M to implement data driven transmission vegetation management cycles across all SWEPCO jurisdictions. This is an increase of $5M across the SWEPCO system over the $12M in transmission vegetation management in the Test Year. The additional $5M request is intended to fund the Company's use of satellite and LiDAR technologies, as part of SWEPCO's enhanced vegetation management program, to maintain and improve the reliability of SWEPCO's transmission system and serve customers.

G. Rate-Case Expenses

SWEPCO seeks recovery of the reasonable rate-case expenses, including expenses paid to reimburse intervening municipalities, that it incurs in this case and those rate-case expenses incurred in the following prior dockets:

- Docket Nos. 54040, 55438 and 57708 – SWEPCO's TCRF filings since the Company's last base rate case;
- Docket Nos. 54039, 55629, 56511, 57513 and 58370 – SWEPCO's DCRF filings since the Company's last base rate case;
- Docket No. 51415 – SWEPCO's most recent base rate case filing;
- Docket No. 52389 – SWEPCO's AMS Deployment Plan filing;
- Docket No. 46449 – SWEPCO's 2016 base rate case filing;

- Docket No. 40443 – SWEPCO's 2012 base rate case filing;
- Docket No. 57259 – SWEPCO's recently completed System Resiliency Plan (SRP) filing;
- Docket No. 54461 – SWEPCO's filing to update its Dolet Hills rate rider in accordance with Docket No. 51415; and,
- Docket No. 54234 – SWEPCO's 2022 filing to implement an interim fuel surcharge.

SWEPCO has submitted, as exhibits to Company witness Mr. Peter K. Kimani's testimony, detailed information and documentation supporting the reasonableness of SWEPCO's actual, unrecovered rate-case expenses that were incurred. SWEPCO will supplement these exhibits to reflect its actual expenses for these cases as such expenses are incurred.

It is impossible, however, to address all of the expenses associated with this case in this case because at the time of hearing a portion of both SWEPCO's and any intervening municipalities' actual expenses not yet incurred will be unknown. Accordingly, SWEPCO expects the parties to agree on a cut-off date for expenses that will be reviewed in this case. SWEPCO proposes that the Commission: (1) review and determine the reasonableness of its actual rate-case expenses incurred in this proceeding before the cut-off date; and (2) authorize recovery of any expenses found to have been reasonably incurred through SWEPCO's Rate Case Surcharge Rider (RCS Rider). This proposal is further discussed by SWEPCO witness Kimani.

H. DEFERRED COSTS

In an Order dated March 26, 2020, the Commission allowed utilities to record, as regulatory assets, expenses resulting from the effects of COVID-19. The Order provided that the Commission would consider each utility's request for recovery of these regulatory assets in future proceedings and, if approved, will determine the amount and appropriate period of recovery. SWEPCO appropriately deferred COVID-19 incremental costs including COVID-19 related bad debt expense and is requesting approval for recovery of approximately $2.6M in this case. The

Company proposes that the balance in the regulatory asset be amortized over four years. SWEPCO witness Dwayne A. Woodruff has included one year of the amortization expense in the cost of service.

PURA § 36.066 provides that electric utilities are required to record, as a regulatory asset, line inspection costs incurred to comply with PURA § 38.102 for timely recovery in rates. SWEPCO appropriately deferred costs related to line inspections and is requesting approval for recovery of $3.2M. The Company proposes that the balance in the regulatory asset be amortized over four years and SWEPCO witness Woodruff has included one year of the amortization expense accordingly.

I. AMS RECONCILIATION

As addressed by SWEPCO witnesses Woodruff, Paul E. Pratt, and Venkata N. Miriyala, SWEPCO is requesting to: (1) implement new base rates reflecting its ongoing costs to provide AMS; and (2) reconcile AMS costs with AMS surcharge revenues under 16 TAC § 25.130. At the conclusion of this proceeding, with the implementation of new base rates, SWEPCO proposes to eliminate the AMS surcharge and roll AMS capital expenditures and AMS operations and maintenance costs into base rates.

V. PROPOSED REVISIONS OF TARIFFS AND SCHEDULES

SWEPCO is proposing various revisions to its tariffs and schedules. Specifically, SWEPCO is proposing pricing changes to its rate schedules based on the proposed class cost-of-service study and revenue distribution. As noted below, SWEPCO is proposing to add three new rate options, eliminate several rate schedules, and reinstate or revise certain rider schedules. A copy of the proposed revised tariffs is included within SWEPCO's RFP (Schedule Q-8.8). A description of these proposed revisions is contained in Exhibit JLJ-2 of the testimony of SWEPCO witness Jennifer L. Jackson. To facilitate TCRF, DCRF, and GCRR filings pursuant to 16 TAC §§

25.239, 25.243, and 25.248, respectively, SWEPCO requests the Commission set the Company's current TCRF and DCRF to zero and establish in this docket the baseline values consisting of the inputs to the calculations that will be used to calculate SWEPCO's TCRF, DCRF, and GCRR in future dockets.

In this case, SWEPCO is proposing to add a new Public and Commercial Electric Vehicle Charging rate schedule, a Curtailable rate offering, and a Pay As You Go offering. SWEPCO is also proposing to eliminate the Electric Furnace Service (primary and secondary voltage) rate schedule, the Radio Frequency Meter Tariff, the Advanced Metering System Cost Recovery Fee Rider, the Interruptible Power Service – Customer Owned Power (IPS-COP), and the Renewable Energy Credit (REC) Opt-out Rider offering. SWEPCO is proposing to revise the Qualified Facility Non-Firm and Purchase Power rate schedules, and the Tax Normalization Rider.

Additionally, SWEPCO is proposing several updates to the lighting rate schedules to eliminate the additional facilities charges, to add a per kWh rate to accommodate customer-owned LED lighting fixtures, and to add a per kWh rate for non-metered customer-owned LED lighting and cameras mounted on lighting facilities.

Finally, SWEPCO is proposing to reinstate the Rate Case Expense Surcharge Rider and the Temporary Rate Reconciliation Rider (TRRR) based on the outcome of this case.

VI. EFFECTIVE DATE

The proposed effective date of the requested rate change is 35 days after the filing of this Petition. To the extent the Commission suspends this requested effective date, SWEPCO requests that the rates approved by the Commission be made effective for consumption on and after the 155th day after the filing of this Petition in accordance with PURA § 36.211(b).

VII. AFFECTED PERSONS

SWEPCO has more than 191,000 Texas retail customers, all of whom are affected by this application to change rates. Bill comparisons of the current and proposed rates for the residential and small commercial classes at various usage levels are shown on Schedule Q-8.9. A comparison of present revenues by class at an equalized rate of return and the proposed class revenue assignments for both base rates revenues and total revenues is shown in the testimony of SWEPCO witness Jackson.

VIII. REQUESTED PROTECTIVE ORDER

SWEPCO requests the Presiding Officer assigned to this case issue a protective order in the form provided as Appendix B to this Petition and RFP Schedule W to govern review and use of confidential, proprietary, and market-sensitive information. Schedule W tracks the protective order adopted by the Commission in Docket No. 51415,[5] which was SWEPCO's last base rate proceeding.

SWEPCO requests the Presiding Officer consider this request for issuance of a protective order on an expedited basis. Pending approval of the protective order, SWEPCO will offer access to confidential and highly sensitive information to eligible requesting parties who execute the protective order certification, which is included as Attachment A to the proposed protective order. Attachment C to the proposed protective order is a list of documents accompanying the RFP that SWEPCO considers confidential or highly sensitive information entitled to protection under the proposed protective order.

IX. NOTICE

[5] *Application of Southwestern Electric Power Company for Authority to Change Rates*, Docket No. 51415, SOAH Order No. 1 (adopting protective order) (Nov. 2, 2020).

SWEPCO will publish notice of this Petition in accordance with PURA §§ 36.102 and 36.103, as well as 16 TAC § 22.51(a). SWEPCO will submit proof satisfying the Commission's notice requirements in the form of affidavits as soon as that information is available. The Company requests the Presiding Officer, on an expedited basis, find that its proposed notice complies with PURA and the Commission's rules. The form of notice is attached to this Petition as Appendix C.

X. WAIVER OF RFP REQUIREMENTS

SWEPCO requests waiver of RFP requirements as set out in Schedule V of the RFP filed in this proceeding. On April 8, 2025, SWEPCO filed an application requesting a good cause waiver of the requirement that it file RFP Schedule S and perform the related audit required by Schedule S.[6] No objection to SWEPCO's waiver application was raised and the Commission granted SWEPCO's request.[7]

XI. REQUEST FOR REFERRAL

SWEPCO requests that this docket be referred to the State Office of Administrative Hearing (SOAH) and an administrative law judge be assigned for establishment of a procedural schedule, to conduct a hearing on the merits, and issue a proposal for decision, if necessary, to resolve any issues that are contested by the parties.

XII. PRAYER FOR RELIEF

For the reasons set out in this Petition and Statement of Intent, RFP, and accompanying testimony, SWEPCO requests the Commission change SWEPCO's base rates and grant the relief sought in this Petition and such other relief to which SWEPCO may be entitled.

Respectfully submitted,

Stephanie G. Houle

---

6 *Application of Southwestern Electric Power Company for Waiver of Rate Filing Package Schedule S in its Next Base Rate Application*, Docket No. 57935, Application (Apr. 8, 2025).

7 Docket 57935, Notice of Approval (Jul. 3, 2025).

State Bar No. 24074443
shoule@aep.com
Laura B. Kennedy
State Bar No. 24041234
lkennedy@aep.com
Service: aepaustintx@aep.com
400 West 15th Street, Suite 1700
Austin, Texas 78701
Telephone: (512) 481-3322
Facsimile: (512) 481-4591
AMERICAN ELECTRIC POWER SERVICE CORPORATION

William Coe
State Bar No. 00790477
wcoe@dwmrlaw.com
Kerry McGrath
State Bar No. 13652200
kmcgrath@dwmrlaw.com
Patrick Pearsall
State Bar No. 24047492
ppearsall@dwmrlaw.com
600 Congress Avenue, Suite 2700
Austin, Texas 78701
Telephone: (512) 744-9300
Facsimile: (512) 744-9399
DUGGINS WREN MANN & ROMERO, LLP



By:_____
William Coe

ATTORNEYS FOR SOUTHWESTERN ELECTRIC POWER COMPANY

APPENDIX A TO THE PETITION

DOCKET NO. 58819

APPLICATION OF SOUTHWESTERN ELECTRIC POWER COMPANY FOR AUTHORITY TO CHANGE RATES	**§ § §**	**BEFORE THE PUBLIC UTILITY COMMISSION OF TEXAS**

LIST OF CITIES IN WHICH SERVICE IS PROVIDED
AND THE STATUS OF THEIR JURISDICTION

Alba
Atlanta
Avery
*Beckville
Big Sandy
Bloomburg
Carthage
Center
Childress
*Clarendon
Clarksville City
Daingerfield
DeKalb
*Dodson
East Mountain
Estelline
Fruitvale
*Gary
Gilmer
Gladewater
Grand Saline
Hallsville
Hawkins
*Hedley
*Henderson
Hooks
Hughes Springs
Jefferson
Kilgore
Lakeport
*Lakeview
Leary
Linden
Longview
Maud
Memphis
Miller's Cove
Mineola
Mt. Enterprise
Mt. Pleasant
Mt. Vernon
Naples
Nash
New Boston
New London
Omaha
Overton
Pittsburg
Queen City
Red Lick
Scottsville
*Shamrock
*Tatum
Tenaha
Texarkana
*Union Grove
Wake Village
Warren City
Waskom
Wellington
White Oak
Winfield
Winnsboro
Winona

*Ceded jurisdiction

APPLICATION OF SOUTHWESTERN ELECTRIC POWER COMPANY FOR ATHORITY TO CHANGE RATES	**§ § §**	**BEFORE THE PUBLIC UTILITY COMMISSION OF TEXAS**

PROTECTIVE ORDER

This Protective Order shall govern the use of all information deemed confidential (Protected Materials) or highly confidential (Highly Sensitive Protected Materials), including information whose confidentiality is currently under dispute, by a party providing information to the Public Utility Commission of Texas (Commission) or to any party to this proceeding.

It is ORDERED that:

1. **Designation of Protected Materials**. Upon producing or filing a document, including, but not limited to, records on a computer disk or other similar electronic storage medium in this proceeding, the producing party may designate that document, or any portion of it, as confidential pursuant to this Protective Order by typing or stamping on its face "PROTECTED PURSUANT TO PROTECTIVE ORDER ISSUED IN DOCKET NO. 58819" (or words to this effect) and consecutively Bates Stamping each page. Protected Materials and Highly Sensitive Protected Materials include the documents so designated, as well as the substance of the information contained in the documents and any description, report, summary, or statement about the substance of the information contained in the documents.
2. **Materials Excluded from Protected Materials Designation**. Protected Materials shall not include any information or document contained in the public files of the Commission or any other federal or state agency, court, or local governmental authority subject to the Public Information Act.[1] Protected Materials also shall not include documents or information which at the time of, or prior to disclosure in, a proceeding is or was public knowledge, or which becomes public knowledge other than through disclosure in violation of this Protective Order.
3. **Reviewing Party**. For the purposes of this Protective Order, a "Reviewing Party" is any party to this docket.

[1] Tex. Gov't. Code Ann. §§ 552.001-552.376.

4. **Procedures for Designation of Protected Materials**. On or before the date the Protected Materials or Highly Sensitive Protected Materials are provided to the Commission, the producing party shall file with the Commission and deliver to each party to the proceeding a written statement, which may be in the form of an objection, indicating: (a) any exemptions to the Public Information Act claimed to apply to the alleged Protected Materials; (b) the reasons supporting the producing party's claim that the responsive information is exempt from public disclosure under the Public Information Act and subject to treatment as protected materials; and (c) that counsel for the producing party has reviewed the information sufficiently to state in good faith that the information is exempt from public disclosure under the Public Information Act and merits the Protected Materials designation.

5. **Persons Permitted Access to Protected Materials**. Except as otherwise provided in this Protective Order, a Reviewing Party may access Protected Materials only through its "Reviewing Representatives" who have signed the Protective Order Certification Form (see Attachment A). Reviewing Representatives of a Reviewing Party include its counsel of record in this proceeding and associated attorneys, paralegals, economists, statisticians, accountants, consultants, or other persons employed or retained by the Reviewing Party and directly engaged in this proceeding. At the request of the PUC Commissioners, copies of Protected Materials may be produced by Commission Staff. The Commissioners and their staff shall be informed of the existence and coverage of this Protective Order and shall observe the restrictions of the Protective Order.

6. **Highly Sensitive Protected Material Described**. The term "Highly Sensitive Protected Materials" is a subset of Protected Materials and refers to documents or information that a producing party claims is of such a highly sensitive nature that making copies of such documents or information or providing access to such documents to employees of the Reviewing Party (except as specified herein) would expose a producing party to unreasonable risk of harm. Highly Sensitive Protected Materials include but are not limited to: (a) customer-specific information protected by § 32.101(c) of the Public Utility Regulatory Act;[2] (b) contractual information pertaining to contracts that specify that their terms are confidential or that are confidential pursuant to an order entered in litigation to

[2] Public Utility Regulatory Act, Tex. Util. Code Ann. §§ 11.001-66.016 (PURA).

which the producing party is a party; (c) market-sensitive fuel price forecasts, wholesale transactions information and/or market-sensitive marketing plans; and (d) business operations or financial information that is commercially sensitive. Documents or information so classified by a producing party shall bear the designation "HIGHLY SENSITIVE PROTECTED MATERIALS PROVIDED PURSUANT TO PROTECTIVE ORDER ISSUED IN DOCKET NO. 58819" (or words to this effect) and shall be consecutively Bates Stamped. The provisions of this Protective Order pertaining to Protected Materials also apply to Highly Sensitive Protected Materials, except where this Protective Order provides for additional protections for Highly Sensitive Protected Materials. In particular, the procedures herein for challenging the producing party's designation of information as Protected Materials also apply to information that a producing party designates as Highly Sensitive Protected Materials.

7. **Restrictions on Copying and Inspection of Highly Sensitive Protected Material**. Except as expressly provided in this Protective Order, one copy of Highly Sensitive Protected Materials may be made and kept in the possession of outside counsel for a Reviewing Party and one copy in the possession of the outside consultants having a need to access the materials, except that additional copies may be made to have sufficient copies for introduction of the material into the evidentiary record if the material is to be offered for admission into the record. The Reviewing Party shall maintain a record of all copies made of Highly Sensitive Protected Material and shall send a duplicate of the record to the producing party when the copy or copies are made. The record shall specify the location and the person possessing the copy. Limited notes may be made of Highly Sensitive Protected Materials, and such notes shall themselves be treated as Highly Sensitive Protected Materials unless such notes are limited to a description of the document and a general characterization of its subject matter in a manner that does not state any substantive information contained in the document.

8. **Restricting Persons Who May Have Access to Highly Sensitive Protected Material**. With the exception of Commission Staff, the Office of the Attorney General (OAG), and the Office of Public Utility Counsel (OPC), and except as provided herein, the Reviewing Representatives for the purpose of access to Highly Sensitive Protected Materials may be persons who are: (a) outside counsel for the Reviewing Party; (b) outside consultants for

the Reviewing Party working under the direction of Reviewing Party's counsel; or (c) employees of the Reviewing Party working with and under the direction of Reviewing Party's counsel who have been authorized by the presiding officer to review Highly Sensitive Protected Materials. The Reviewing Party shall limit the number of Reviewing Representatives that review Highly Sensitive Protected Materials to the minimum number of persons necessary. The Reviewing Party is under a good faith obligation to limit access to each portion of any Highly Sensitive Protected Materials to two Reviewing Representatives whenever possible. Reviewing Representatives for Commission Staff, OAG, and OPC, for the purpose of access to Highly Sensitive Protected Materials, shall consist of their respective counsel of record in this proceeding and associated attorneys, paralegals, economists, statisticians, accountants, consultants, or other persons employed or retained by them and directly engaged in these proceedings.

9. **Copies Provided of Highly Sensitive Protected Material**. A producing party shall provide one copy of Highly Sensitive Protected Materials specifically requested by the Reviewing Party to the person designated by the Reviewing Party who must be a person authorized to review Highly Sensitive Protected Material under Paragraph 8. Representatives of the Reviewing Party who are authorized to view Highly Sensitive Protected Material may review the copy of Highly Sensitive Protected Materials at the office of the Reviewing Party's representative designated to receive the information. Any Highly Sensitive Protected Materials provided to a Reviewing Party may not be copied except as provided in Paragraph 7. The restrictions contained herein do not apply to Commission Staff, OPC, and the OAG when the OAG is representing a party to the proceeding.

10. **Procedures in Paragraphs 10-14 Apply to Commission Staff, OPC, and the OAG and Control in the Event of Conflict**. The procedures in Paragraphs 10 through 14 apply to responses to requests for documents or information that the producing party designates as Highly Sensitive Protected Materials and provides to Commission Staff, OPC, and the OAG in recognition of their purely public functions. To the extent the requirements of Paragraphs 10 through 14 conflict with any requirements contained in other paragraphs of this Protective Order, the requirements of these Paragraphs shall control.

11. **Copy of Highly Sensitive Protected Material to be Provided to Commission Staff, OPC and the OAG**. When, in response to a request for information by a Reviewing Party, the producing party makes available for review documents or information claimed to be Highly Sensitive Protected Materials, the producing party shall also deliver one copy of the Highly Sensitive Protected Materials to the Commission Staff, OPC, and the OAG (if the OAG is representing a party) in Austin, Texas. Provided however, that in the event such Highly Sensitive Protected Materials are voluminous, the materials will be made available for review by Commission Staff, OPC, and the OAG (if the OAG is representing a party) at the designated office in Austin, Texas. The Commission Staff, OPC and the OAG (if the OAG is representing a party) may request such copies as are necessary of such voluminous material under the copying procedures specified herein.

12. **Delivery of the Copy of Highly Sensitive Protected Material to Commission Staff and Outside Consultants**. The Commission Staff, OPC, and the OAG (if the OAG is representing a party) may deliver the copy of Highly Sensitive Protected Materials received by them to the appropriate members of their staff for review, provided such staff members first sign the certification provided in Paragraph 15. After obtaining the agreement of the producing party, Commission Staff, OPC, and the OAG (if the OAG is representing a party) may deliver the copy of Highly Sensitive Protected Materials received by it to the agreed, appropriate members of their outside consultants for review, provided such outside consultants first sign the certification in Attachment A.

13. **Restriction on Copying by Commission Staff, OPC and the OAG**. Except as allowed by Paragraph 7, Commission Staff, OPC and the OAG may not make additional copies of the Highly Sensitive Protected Materials furnished to them unless the producing party agrees in writing otherwise, or, upon a showing of good cause, the presiding officer directs otherwise. Commission Staff, OPC, and the OAG may make limited notes of Highly Sensitive Protected Materials furnished to them, and all such handwritten notes will be treated as Highly Sensitive Protected Materials as are the materials from which the notes are taken.

14. **Public Information Requests**. In the event of a request for any of the Highly Sensitive Protected Materials under the Public Information Act, an authorized representative of the Commission, OPC, or the OAG may furnish a copy of the requested Highly Sensitive

Protected Materials to the Open Records Division at the OAG together with a copy of this Protective Order after notifying the producing party that such documents are being furnished to the OAG. Such notification may be provided simultaneously with the delivery of the Highly Sensitive Protected Materials to the OAG.

15. **Required Certification**. Each person who inspects the Protected Materials shall, before such inspection, agree in writing to the following certification found in Attachment A to this Protective Order:

> I certify my understanding that the Protected Materials are provided to me pursuant to the terms and restrictions of the Protective Order in this docket, and that I have been given a copy of it and have read the Protective Order and agree to be bound by it. I understand that the contents of the Protected Materials, any notes, memoranda, or any other form of information regarding or derived from the Protected Materials shall not be disclosed to anyone other than in accordance with the Protective Order and unless I am an employee of Commission Staff or OPC shall be used only for the purpose of the proceeding in Docket No. 58819. I acknowledge that the obligations imposed by this certification are pursuant to such Protective Order. Provided, however, if the information contained in the Protected Materials is obtained from independent public sources, the understanding stated herein shall not apply.

In addition, Reviewing Representatives who are permitted access to Highly Sensitive Protected Material under the terms of this Protective Order shall, before inspection of such material, agree in writing to the following certification found in Attachment A to this Protective Order:

> I certify that I am eligible to have access to Highly Sensitive Protected Material under the terms of the Protective Order in this docket.

The Reviewing Party shall provide a copy of each signed certification to Counsel for the producing party and serve a copy upon all parties of record.

16. **Disclosures between Reviewing Representatives and Continuation of Disclosure Restrictions after a Person is no Longer Engaged in the Proceeding**. Any Reviewing Representative may disclose Protected Materials, other than Highly Sensitive Protected Materials, to any other person who is a Reviewing Representative provided that, if the person to whom disclosure is to be made has not executed and provided for delivery of a signed certification to the party asserting confidentiality, that certification shall be executed

prior to any disclosure. A Reviewing Representative may disclose Highly Sensitive Protected Material to other Reviewing Representatives who are permitted access to such material and have executed the additional certification required for persons who receive access to Highly Sensitive Protected Material. In the event that any Reviewing Representative to whom Protected Materials are disclosed ceases to be engaged in these proceedings, access to Protected Materials by that person shall be terminated and all notes, memoranda, or other information derived from the protected material shall either be destroyed or given to another Reviewing Representative of that party who is authorized pursuant to this Protective Order to receive the protected materials. Any person who has agreed to the foregoing certification shall continue to be bound by the provisions of this Protective Order so long as it is in effect, even if no longer engaged in these proceedings.

17. **Producing Party to Provide One Copy of Certain Protected Material and Procedures for Making Additional Copies of Such Materials**. Except for Highly Sensitive Protected Materials, which shall be provided to the Reviewing Parties pursuant to Paragraph 9, and voluminous Protected Materials, the producing party shall provide a Reviewing Party one copy of the Protected Materials upon receipt of the signed certification described in Paragraph 15. Except for Highly Sensitive Protected Materials, a Reviewing Party may make further copies of Protected Materials for use in this proceeding pursuant to this Protective Order, but a record shall be maintained as to the documents reproduced and the number of copies made, and upon request the Reviewing Party shall provide the party asserting confidentiality with a copy of that record.

18. **Procedures Regarding Voluminous Protected Materials**. 16 Tex. Admin. Code (TAC) § 22.144(h) will govern production of voluminous Protected Materials. Voluminous Protected Materials will be made available in the producing party's voluminous room, in Austin, Texas, or at a mutually agreed upon location, Monday through Friday, 9:00 a.m. to 5:00 p.m. (except on state or Federal holidays), and at other mutually convenient times upon reasonable request.

19. **Reviewing Period Defined**. The Protected Materials may be reviewed only during the Reviewing Period, which shall commence upon entry of this Protective Order and continue until the expiration of the Commission's plenary jurisdiction. The Reviewing Period shall reopen if the Commission regains jurisdiction due to a remand as provided by law.

Protected materials that are admitted into the evidentiary record or accompanying the evidentiary record as offers of proof may be reviewed throughout the pendency of this proceeding and any appeals.

20. **Procedures for Making Copies of Voluminous Protected Materials**. Other than Highly Sensitive Protected Materials, Reviewing Parties may take notes regarding the information contained in voluminous Protected Materials made available for inspection or they may make photographic, mechanical or electronic copies of the Protected Materials, subject to the conditions in this Protective Order; provided, however, that before photographic, mechanical, or electronic copies may be made, the Reviewing Party seeking photographic, mechanical or electronic copies must provide written confirmation of the receipt of copies listed on Attachment B of this Protective Order identifying each piece of Protected Materials or portions thereof the Reviewing Party will need.

21. **Protected Materials to be Used Solely for the Purposes of These Proceedings**. All Protected Materials shall be made available to the Reviewing Parties and their Reviewing Representatives solely for the purposes of these proceedings. Access to the Protected Materials may not be used in the furtherance of any other purpose, including, without limitation: (a) any other pending or potential proceeding involving any claim, complaint, or other grievance of whatever nature, except appellate review proceedings that may arise from or be subject to these proceedings; or (b) any business or competitive endeavor of whatever nature. Because of their statutory regulatory obligations, these restrictions do not apply to Commission Staff or OPC.

22. **Procedures for Confidential Treatment of Protected Materials and Information Derived from Those Materials.** Protected Materials, as well as a Reviewing Party's notes, memoranda, or other information regarding or derived from the Protected Materials are to be treated confidentially by the Reviewing Party and shall not be disclosed or used by the Reviewing Party except as permitted and provided in this Protective Order. Information derived from or describing the Protected Materials shall be maintained in a secure place and shall not be placed in the public or general files of the Reviewing Party except in accordance with the provisions of this Protective Order. A Reviewing Party must take all reasonable precautions to ensure that the Protected Materials including notes and

analyses made from Protected Materials that disclose Protected Materials are not viewed or taken by any person other than a Reviewing Representative of a Reviewing Party.

23. **Procedures for Submission of Protected Materials**. If a Reviewing Party tenders for filing any Protected Materials, including Highly Sensitive Protected Materials, or any written testimony, exhibit, brief, motion or other type of pleading or other submission at the Commission or before any other judicial body that quotes from Protected Materials or discloses the content of Protected Materials, the confidential portion of such submission shall be filed and served in sealed envelopes or other appropriate containers endorsed to the effect that they contain Protected Material or Highly Sensitive Protected Material and are sealed pursuant to this Protective Order. If filed at the Commission, such documents shall be marked "PROTECTED MATERIAL" and shall be filed under seal with the presiding officer and served under seal to the counsel of record for the Reviewing Parties. The presiding officer may subsequently, on his/her own motion or on motion of a party, issue a ruling respecting whether or not the inclusion, incorporation or reference to Protected Materials is such that such submission should remain under seal. If filing before a judicial body, the filing party: (a) shall notify the party which provided the information within sufficient time so that the producing party may seek a temporary sealing order; and (b) shall otherwise follow the procedures in Rule 76a, Texas Rules of Civil Procedure.

24. **Maintenance of Protected Status of Materials during Pendency of Appeal of Order Holding Materials are not Protected Materials**. In the event that the presiding officer at any time in the course of this proceeding finds that all or part of the Protected Materials are not confidential or proprietary, by finding, for example, that such materials have entered the public domain or materials claimed to be Highly Sensitive Protected Materials are only Protected Materials, those materials shall nevertheless be subject to the protection afforded by this Protective Order for three (3) full working days, unless otherwise ordered, from the date the party asserting confidentiality receives notice of the presiding officer's order. Such notification will be by written communication. This provision establishes a deadline for appeal of a presiding officer's order to the Commission. In the event an appeal to the Commissioners is filed within those three (3) working days from notice, the Protected Materials shall be afforded the confidential treatment and status provided in this Protective Order during the pendency of such appeal. Neither the party asserting confidentiality nor

any Reviewing Party waives its right to seek additional administrative or judicial remedies after the Commission's denial of any appeal.

25. **Notice of Intent to Use Protected Materials or Change Materials Designation**. Parties intending to use Protected Materials shall notify the other parties prior to offering them into evidence or otherwise disclosing such information into the record of the proceeding. During the pendency of Docket No. 58819 at the Commission, in the event that a Reviewing Party wishes to disclose Protected Materials to any person to whom disclosure is not authorized by this Protective Order, or wishes to have changed the designation of certain information or material as Protected Materials by alleging, for example, that such information or material has entered the public domain, such Reviewing Party shall first file and serve on all parties written notice of such proposed disclosure or request for change in designation, identifying with particularity each of such Protected Materials. A Reviewing Party shall at any time be able to file a written motion to challenge the designation of information as Protected Materials.

26. **Procedures to Contest Disclosure or Change in Designation**. In the event that the party asserting confidentiality wishes to contest a proposed disclosure or request for change in designation, the party asserting confidentiality shall file with the appropriate presiding officer its objection to a proposal, with supporting affidavits, if any, within five (5) working days after receiving such notice of proposed disclosure or change in designation. Failure of the party asserting confidentiality to file such an objection within this period shall be deemed a waiver of objection to the proposed disclosure or request for change in designation. Within five (5) working days after the party asserting confidentiality files its objection and supporting materials, the party challenging confidentiality may respond. Any such response shall include a statement by counsel for the party challenging such confidentiality that he or she has reviewed all portions of the materials in dispute and, without disclosing the Protected Materials, a statement as to why the Protected Materials should not be held to be confidential under current legal standards, or that the party asserting confidentiality for some reason did not allow such counsel to review such materials. If either party wishes to submit the material in question for in camera inspection, it shall do so no later than five (5) working days after the party challenging confidentiality has made its written filing.

27. **Procedures for Presiding Officer Determination Regarding Proposed Disclosure or Change in Designation**. If the party asserting confidentiality files an objection, the appropriate presiding officer will determine whether the proposed disclosure or change in designation is appropriate. Upon the request of either the producing or Reviewing Party or upon the presiding officer's own initiative, the presiding officer may conduct a prehearing conference. The burden is on the party asserting confidentiality to show that such proposed disclosure or change in designation should not be made. If the presiding officer determines that such proposed disclosure or change in designation should be made, disclosure shall not take place earlier than three (3) full working days after such determination unless otherwise ordered. No party waives any right to seek additional administrative or judicial remedies concerning such presiding officer's ruling.

28. **Maintenance of Protected Status during Periods Specified for Challenging Various Orders**. Any party electing to challenge, in the courts of this state, a Commission or presiding officer determination allowing disclosure or a change in designation shall have a period of ten (10) days from: (a) the date of an unfavorable Commission order; or (b) if the Commission does not rule on an appeal of an interim order, the date an appeal of an interim order to the Commission is overruled by operation of law, to obtain a favorable ruling in state district court. Any party challenging a state district court determination allowing disclosure or a change in designation shall have an additional period of ten (10) days from the date of the order to obtain a favorable ruling from a state appeals court. Finally, any party challenging a determination of a state appeals court allowing disclosure or a change in designation shall have an additional period of ten (10) days from the date of the order to obtain a favorable ruling from the state supreme court, or other appellate court. All Protected Materials shall be afforded the confidential treatment and status provided for in this Protective Order during the periods for challenging the various orders referenced in this paragraph. For purposes of this paragraph, a favorable ruling of a state district court, state appeals court, Supreme Court or other appellate court includes any order extending the deadlines in this paragraph.

29. **Other Grounds for Objection to Use of Protected Materials Remain Applicable**. Nothing in this Protective Order shall be construed as precluding any party from objecting to the use of Protected Materials on grounds other than confidentiality, including the lack

of required relevance. Nothing in this Protective Order constitutes a waiver of the right to argue for more disclosure, provided, however, that unless the Commission or a court orders such additional disclosure, all parties will abide by the restrictions imposed by the Protective Order.

30. **Protection of Materials from Unauthorized Disclosure**. All notices, applications, responses, or other correspondence shall be made in a manner which protects Protected Materials from unauthorized disclosure.

31. **Return of Copies of Protected Materials and Destruction of Information Derived from Protected Materials**. Following the conclusion of these proceedings, each Reviewing Party must, no later than thirty (30) days following receipt of the notice described below, return to the party asserting confidentiality all copies of the Protected Materials provided by that party pursuant to this Protective Order and all copies reproduced by a Reviewing Party, and counsel for each Reviewing Party must provide to the party asserting confidentiality a letter by counsel that, to the best of his or her knowledge, information, and belief, all copies of notes, memoranda, and other documents regarding or derived from the Protected Materials (including copies of Protected Materials) that have not been so returned, if any, have been destroyed, other than notes, memoranda, or other documents which contain information in a form which, if made public, would not cause disclosure of the substance of Protected Materials. As used in this Protective Order, "conclusion of these proceedings" refers to the exhaustion of available appeals, or the running of the time for the making of such appeals, as provided by applicable law. If, following any appeal, the Commission conducts a remand proceeding, then the "conclusion of these proceedings" is extended by the remand to the exhaustion of available appeals of the remand, or the running of the time for making such appeals of the remand, as provided by applicable law. Promptly following the conclusion of these proceedings, counsel for the party asserting confidentiality will send a written notice to all other parties, reminding them of their obligations under this Paragraph. Nothing in this Paragraph shall prohibit counsel for each Reviewing Party from retaining two (2) copies of any filed testimony, brief, application for rehearing, hearing exhibit or other pleading which refers to Protected Materials provided that any such Protected Materials retained by counsel shall remain subject to the provisions of this Protective Order.

32. **Applicability of Other Law**. This Protective Order is subject to the requirements of the Public Information Act, the Open Meetings Act,[3] the Texas Securities Act[4] and any other applicable law, provided that parties subject to those acts will notify the party asserting confidentiality, if possible, under those acts, prior to disclosure pursuant to those acts. Such notice shall not be required where the Protected Materials are sought by governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials, and those governmental officials aver in writing that such notice could compromise the investigation and that the governmental entity involved will maintain the confidentiality of the Protected Materials.

33. **Procedures for Release of Information under Order**. If required by order of a governmental or judicial body, the Reviewing Party may release to such body the confidential information required by such order; provided, however, that: (a) the Reviewing Party shall notify the producing party of the order requiring the release of such information within five (5) calendar days of the date the Reviewing Party has notice of the order; (b) the Reviewing Party shall notify the producing party at least five (5) calendar days in advance of the release of the information to allow the producing party to contest any release of the confidential information; and (c) the Reviewing Party shall use its best efforts to prevent such materials from being disclosed to the public. The terms of this Protective Order do not preclude the Reviewing Party from complying with any valid and enforceable order of a state or federal court with competent jurisdiction specifically requiring disclosure of Protected Materials earlier than contemplated herein. The notice specified in this section shall not be required where the Protected Materials are sought by governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials, and those governmental officials aver in writing that such notice could compromise the investigation and that the governmental entity involved will maintain the confidentiality of the Protected Materials.

34. **Best Efforts Defined**. The term "best efforts" as used in the preceding paragraph requires that the Reviewing Party attempt to ensure that disclosure is not made unless such disclosure is pursuant to a final order of a Texas governmental or Texas judicial body, the

[3] Tex. Gov't. Code Ann. § 551.001-551.146.

[4] Tex. Rev. Civ. Stat. Ann. arts. 581-1 to 581-43.

written opinion of the Texas Attorney General sought in compliance with the Public Information Act, or the request of governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials. The Reviewing Party is not required to delay compliance with a lawful order to disclose such information but is simply required to timely notify the party asserting confidentiality, or its counsel, that it has received a challenge to the confidentiality of the information and that the Reviewing Party will either proceed under the provisions of § 552.301 of the Public Information Act, or intends to comply with the final governmental or court order. Provided, however, that no notice is required where the Protected Materials are sought by governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials, and those governmental officials aver in writing that such notice could compromise the investigation and that the governmental entity involved will maintain the confidentiality of the Protected Materials.

35. **Notify Defined**. "Notify" for purposes of Paragraphs 32, 33 and 34 means written notice to the party asserting confidentiality at least five (5) calendar days prior to release; including when a Reviewing Party receives a request under the Public Information Act. However, the Commission, OAG, or OPC may provide a copy of Protected Materials to the Open Records Division of the OAG as provided herein.

36. **Requests for Non-Disclosure**. If the producing party asserts that the requested information should not be disclosed at all or should not be disclosed to certain parties under the protection afforded by this Protective Order, the producing party shall tender the information for in camera review to the presiding officer within ten (10) calendar days of the request. At the same time, the producing party shall file and serve on all parties its argument, including any supporting affidavits, in support of its position of non-disclosure. The burden is on the producing party to establish that the material should not be disclosed. The producing party shall serve a copy of the information under the classification of Highly Sensitive Protected Material to all parties requesting the information that the producing party has not alleged should be prohibited from reviewing the information.

Parties wishing to respond to the producing party's argument for non-disclosure shall do so within five working days. Responding parties should explain why the information should be disclosed to them, including why disclosure is necessary for a fair adjudication

of the case if the material is determined to constitute a trade secret. If the presiding officer finds that the information should be disclosed as Protected Material under the terms of this Protective Order, the presiding officer shall stay the order of disclosure for such period of time as the presiding officer deems necessary to allow the producing party to appeal the ruling to the Commission.

37. **Sanctions Available for Abuse of Designation**. If the presiding officer finds that a producing party unreasonably designated material as Protected Material or as Highly Sensitive Protected Material, or unreasonably attempted to prevent disclosure pursuant to Paragraph 36, the presiding officer may sanction the producing party pursuant to 16 TAC § 22.161.

38. **Modification of Protective Order**. Each party shall have the right to seek changes in this Protective Order as appropriate from the presiding officer.

39. **Breach of Protective Order**. In the event of a breach of the provisions of this Protective Order, the producing party, if it sustains its burden of proof required to establish the right to injunctive relief, shall be entitled to an injunction against such breach without any requirements to post bond as a condition of such relief. The producing party shall not be relieved of proof of any element required to establish the right to injunctive relief. In addition to injunctive relief, the producing party shall be entitled to pursue any other form of relief to which it is entitled.

ATTACHMENT A TO THE PROTECTIVE ORDER

Protective Order Certification

I certify my understanding that the Protected Materials are provided to me pursuant to the terms and restrictions of the Protective Order in this docket and that I have received a copy of it and have read the Protective Order and agree to be bound by it. I understand that the contents of the Protected Materials, any notes, memoranda, or any other form of information regarding or derived from the Protected Materials shall not be disclosed to anyone other than in accordance with the Protective Order and unless I am an employee of the Commission or OPC shall be used only for the purpose of the proceeding in Docket No. 58819. I acknowledge that the obligations imposed by this certification are pursuant to such Protective Order. Provided, however, if the information contained in the Protected Materials is obtained from independent public sources, the understanding stated here shall not apply.

_____	_____
Signature	Party Represented
_____	_____
Printed Name	Date

I certify that I am eligible to have access to Highly Sensitive Protected Material under the terms of the Protective Order in this docket.

_____	_____
Signature	Party Represented
_____	_____
Printed Name	Date

ATTACHMENT B TO THE PROTECTIVE ORDER

I request to view/copy the following documents:

Document Requested	# of Copies	Non-Confidential	Confidential and/or H.S.

_____ _____

Signature Party Represented

_____ _____

Printed Name Date

ATTACHMENT C TO THE PROTECTIVE ORDER

APPLICATION OF SOUTHWESTERN ELECTRIC POWER COMPANY FOR ATHORITY TO CHANGE RATES	**§ § §**	**BEFORE THE PUBLIC UTILITY COMMISSION OF TEXAS**

STATEMENT UNDER SECTION 4 OF THE PROTECTIVE ORDER AND LIST OF CONFIDENTIAL/HIGHLY SENSITIVE INFORMATION

Southwestern Electric Power Company's (SWEPCO) filing package includes customer specific information, confidential employee related information, proprietary information, commercially or competitively sensitive information, and/or trade secret information, or information whose public disclosure would be contrary to contractual obligations to which SWEPCO is bound. The public disclosure of this information would harm SWEPCO or third parties with whom SWEPCO must maintain an ongoing business relationship. Therefore, this information is protected under the Public Information Act, Tex. Gov't. Code §§ 552.101 and 552.110 or Tex. Util. Code § 32.101(c). The following is a list of schedules, exhibits, testimony, and workpapers that include such information, along with the sponsoring witness, the designation of the information, and applicable legal exemption.

Confidential and Highly Sensitive Material

Witness	Exempt Material	Designation	Exempt Under Tex. Gov't Code
Andrew R. Carlin	Exhibit ARC-12; Exhibit ARC-13; WP/ Direct Testimony	Confidential	§§ 552.101, 552.110
Mary C. Grayem	Exhibit MCG-2	Confidential	§ 552.101
David A. Hodgson	Exhibit DAH-2; WP/ Schedule G-7.13b	Highly Sensitive	§§ 552.101, 552.110
Peter K. Kimani	WP/ Exhibit PKK-1	Highly Sensitive	§ 552.110
Brian K. Rupp	Exhibit BKR-1; WP/ Direct Testimony	Highly Sensitive	§ 552.110

Witness	Exempt Material	Designation	Exempt Under Tex. Gov't Code
Akarsh Sheilendranath	WP/ Direct Testimony	Confidential	§§ 552.101, 552.110
Brian J. Frantz	WP/ Direct Testimony	Confidential	§§ 552.101, 552.110
Kimberly K. Chilcote Brian K. Rupp	WP/ Schedule I-9	Highly Sensitive	§ 552.110
Kimberly K. Chilcote	Schedule E-2.2; WP/ Schedule E-2.2; Schedule E-2.3; Schedule E-2.4; Schedule I-4; WP/ Schedule I-4; Schedule I-17.1	Highly Sensitive	§ 552.110
Andrew R. Carlin Dwayne A. Woodruff	Schedule G-2, Attachments 3, 4, & 5	Confidential	§ 552.110
Monte A. McMahon	Schedule H-12.3a; Schedule H-12.3c; Schedule H-6.2a; Schedule H-6.2b; Schedule H-6.2c	Highly Sensitive	§ 552.110
Marc B. Hunter	Schedule K-5; Schedule K-6; Schedule K-7; Schedule K-9; Attachments 1, 2, 3, & 4	Highly Sensitive	§ 552.110
Trenton Feasel	Schedule O-2.1; Schedule O-2.2; Schedule O-9.1; Schedule O-9.2	Highly Sensitive	§§ 552.101, 552.110

I certify that I have reviewed the information sufficiently to state in good faith that the information is exempt from public disclosure under the Public Information Act or Tex. Util. Code § 32.101(c) and merits the application designation of Confidential (Protected) Materials or Highly

Sensitive (Highly Sensitive Protected) Materials detailed in the Protective Order accompanying this application.



William Coe

Date: October 14, 2025

NOTICE OF RATE CHANGE REQUEST

On October 14, 2025, Southwestern Electric Power Company (SWEPCO or Company) filed a Petition and Statement of Intent to Change Rates (the Petition) with the Public Utility Commission of Texas (PUC or the Commission) in Docket No. 58819, and with those municipal authorities in its Texas service territory that have original jurisdiction over SWEPCO's electric rates. This notice is being published in accordance with Section 36.103 of the Public Utility Regulatory Act and Commission Procedural Rule 16 Tex. Admin. Code (TAC) § 22.51(a)(1).

SWEPCO has approximately 191,000 Texas retail customers. All such customers and all classes of customers will be affected by the relief requested in SWEPCO's Petition.

SWEPCO's request to change its rates is based on the financial results for a 12-month test year ending on March 31, 2025. SWEPCO's Petition requests approval for a total Texas retail base rate revenue requirement of $641,516,844 and a base rate increase of $163,896,434, an increase of 41.67 % over adjusted Texas retail Test Year base rate revenues exclusive of fuel and rider revenues. The proposed increase in Texas retail revenues will be offset by setting SWEPCO's current TCRF, DCRF, Advanced Metering System (AMS) surcharge, and a portion of Net Operating Loss Carryforward (NOLC) surcharge to zero, a reduction of $68,960,435. Thus, the net proposed increase is $94,935,998. The overall impact of the proposed revenue requirement, considering both fuel and non-fuel revenues, is a 13.48% increase. The impact of the rate change on various customer classes will vary from the overall impact described in this notice, as shown in the table below. In addition, SWEPCO is seeking recovery of the reasonable rate-case expenses, including expenses paid to reimburse intervening municipalities, that it incurs in this case and those rate-case expenses incurred in three prior dockets that have yet to be recovered.

A Residential Service customer using 1,000 kilowatt-hours of energy per month will see an increase in their total bill (including fuel costs and rate riders) of $16.43 per month, an increase of approximately 12.15%.

The following table presents the percentage annual revenue increases, by type of service, under the proposed rates in this proceeding:

Major Rate Class	Base Revenue Change	Base Percent Increase	Total % Change @ Proposed
Residential	$ 65,986,839	41.26%	12.90%
General Service	$ 7,941,672	29.84%	4.33%
Light & Power	$ 42,089,946	29.84%	7.39%
Cotton Gin	$ 175,099	83.33%	17.46%
Total Commercial	$ 50,206,717	29.91%	6.96%
Industrial	$ 41,899,554	78.73%	30.66%
Total Commercial & Industrial	$ 92,106,271	41.66%	13.72%
Municipal	$ 2,421,140	62.58%	20.06%
Municipal Lighting	$ 1,689,786	62.29%	25.52%
Total Municipal	$ 4,110,926	62.46%	21.95%
Lighting	$ 1,691,431	29.45%	7.30%

SWEPCO has proposed that its requested rate change become effective 35 days after the filing of the Petition and Statement of Intent. The proposed effective date is subject to suspension and extension by actions that may be taken by the Commission and other regulatory authorities.

SWEPCO also seeks to reconcile its Advanced Metering System (AMS) deployment costs through March 31, 2025. SWEPCO is requesting to (1) implement new base rates reflecting its ongoing costs to provide AMS and (2) reconcile AMS costs with AMS surcharge revenues under 16 TAC § 25.130. At the conclusion of this proceeding, with the implementation of new base rates, SWEPCO proposes to eliminate the AMS surcharge and roll AMS capital expenditures and AMS operations and maintenance costs into base rates.

SWEPCO is proposing various revisions to most tariffs and schedules. In addition, in order to facilitate future TCRF, DCRF, and Generation Cost Recovery Rider (GCRR) filings pursuant to 16 TAC §§ 25.239, 25.243, and 25.248, respectively, SWEPCO requests that the Commission: (1) set the Company's current TCRF and DCRF to zero; and (2) establish in this docket the baseline values consisting of the inputs to the calculations that will be used to calculate SWEPCO's TCRF, DCRF, and GCRR in future dockets. Persons with questions or who want more information on this Petition may contact SWEPCO at 428 Travis Street, Shreveport, Louisiana 71101, or call toll-free at (888) 216-3523 during normal business hours. A complete copy of the Petition and related filings is available for inspection at the address listed in the previous sentence.

Persons who wish to intervene in or comment upon these proceedings should notify the Commission as soon as possible, as an intervention deadline will be imposed. A request to intervene or for further information should be mailed to the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326. Further information may also be obtained by calling the Public Utility Commission at (512) 936-7120 or (888) 782-8477. Hearing- and speech-

impaired individuals may contact the Commission through Relay Texas at (800) 735-2989. The deadline for intervention in the proceeding is 45 days after the date the application was filed with the Commission, unless otherwise provided by order of the presiding officer. A request for intervention or request for further information should refer to Docket No. 58819.

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.1

Briefing Sheet

Department: Development Services **Action Officer:**

Subject: Ordinance No. 2025-137 rezoning on Lots 16-17, Block 1, Pleasant Grove Central, located at 25 and 26 Briarwood Circle (Ward 5), from Single Family-1 to Two Family-1. Dong Thu Mguyen, owner. **[A 3/4 vote of the Council is required to approve this request]**

Briefing: 11/10/2025 **Public Hearing:** 12/8/2025 **Council Vote:** 12/8/2025

Item Schedule:

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Dong Thu Nguyen, owner, to rezone Lots 16-17, Block 1, Pleasant Grove Central, located at 0 Briarwood Circle and 26 Briarwood Circle from Single Family-1 to Two Family-1.

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

The adjacent zoning is Single Family-1 to the north, south, and west, and University Planned Development to the east. The adjacent land use is a vacant lot to the north and east (cell tower to the east), and residential to the south 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:

Denied

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for denial of this request.

Advisory Board/Committee Meeting Date and Minutes:

November 3, 2025

ORDINANCE NO. 2025-137

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING ON LOTS 16-17, BLOCK 1, PLEASANT GROVE CENTRAL, LOCATED AT 25 AND 26 BRIARWOOD CIRCLE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-1 TO TWO FAMILY-1; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone **on Lots 16-17, Block 1, Pleasant Grove Central, located at 25 and 26 Briarwood Circle,** in the City of Texarkana, Bowie County, Texas, from **Single Family-1 to Two Family-1**; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted five (5) to zero (0) to recommend for denial of the application for rezoning from Single Family-1 to Two Family-1 on Lots 16-17, Block 1, Pleasant Grove Central, located at 25 and 26 Briarwood Circle** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicants agreed to amend the application from **Single Family-1 to Two Family-1**; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-1 to Two Family-1** is in the best interest of the public health, safety, morals, and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone **on Lots 16-17, Block 1, Pleasant Grove Central, located at 25 and 26 Briarwood Circle** in the City of Texarkana, Bowie County, Texas, from **Single Family-1 to Two Family-1.**

SECTION 2: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

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

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **8th day of December, 2025.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Briarwood Circle



Briarwood Circle



TX-Swanson, Jessica

From: TEX-Puckett, Laura
Sent: Thursday, August 21, 2025 7:00 AM
To: TX-Swanson, Jessica
Subject: Fwd: Opposition to Proposed Two-Family Zoning on Briarwood Circle

Can you print for me and put on my desk? Thanks

Sent from my iPhone

Begin forwarded message:

From: Shivali Sharma <shivali_sharma1@yahoo.com>
Date: August 20, 2025 at 2:06:23 PM CDT
To: "TEX-Puckett, Laura" <lpuckett@texarkanatexas.gov>, melubbert@gmail.com, maluebbert@gmail.com, Jan Berrios <jan.berrios2010@gmail.com>
Subject: Opposition to Proposed Two-Family Zoning on Briarwood Circle

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

Shivali Sharma
6703 Springwood Circle
Texarkana, Texas, 75503

Dear Texarkana Planning and Zoning Commission,

I am the owner 38 Briarwood Circle in Texarkana. I am writing to respectfully voice my strong opposition to the proposed zoning change that would permit two-family dwellings in our area, which is currently zoned for single-family homes. While I understand the need to address housing concerns in our community, I believe this particular change would create more challenges for all of the homeowners on our close-knit circle than housing solutions for our community.

First, our small neighborhood was designed and developed with single-family zoning in mind, and this has long provided its residents with valued peace in the Circle, stability and predictability of home value, and a sense of character that all the residents value deeply. I remember choosing my home on Briarwood Circle because of how quiet and calm it is. Allowing two-family homes would fundamentally alter that balance. Increased density will lead to additional noise and traffic, which is dangerous for the children who play on the streets of our isolated Circle, and will damage our existing infrastructure, which has experienced strain on our water and sewer systems during nearby construction in the past.

Additionally, all our residents have worked very hard to obtain homes in this coveted, single-family area in Pleasant Grove. Increased density would likely change the scale and feel of our community, creating conflicts with the expectations of homeowners who made significant financial and personal investments based on the current zoning protections. In the long term, a change to two-family zoning will undoubtedly diminish property values and erode the very qualities that make our Circle an attractive place to live.

Rather than blanket rezoning, I urge you to pursue targeted, thoughtful solutions to address housing needs—such as encouraging development in areas already suited for greater density, incentivizing the rehabilitation of existing housing stock, or expanding mixed-use zoning in commercial corridors. These approaches can add needed housing while protecting the residential character of neighborhoods that were never intended to accommodate multi-family dwellings, such as our small Circle.

Because the cost-benefit analysis is simply not in favor of altering our community's zoning, I respectfully ask that you reject the proposed two-family zoning change. I appreciate your careful consideration of our community's concerns, and I strongly urge you to make the decision that will support our Circle's future growth instead of inhibiting it.

Thank you for your time and service.

Sincerely,
Shivali Sharma

anson, Jessica

TEX-Puckett, Laura
Thursday, August 21, 2025 7:01 AM
TX-Swanson, Jessica
Fwd: Opposition to Proposed Two-Family Zoning on Briarwood Circle

u print this one too?

m my iPhone

rwarded message:

From: Mel Luebbert <maluebbert@gmail.com>
Date: August 20, 2025 at 5:43:34 PM CDT
To: "TEX-Puckett, Laura" <lpuckett@texarkanatexas.gov>
Cc: Shivali Sharma <shivali_sharma1@yahoo.com>
Subject: Opposition to Proposed Two-Family Zoning on Briarwood Circle

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

Opposition to Proposed Two-Family Zoning on Briarwood Circle

Marlaina A Luebbert
50 Briarwood Circle
Texarkana, Texas 75503

Dear Texarkana Planning and Zoning Commission,

I am the owner of 50 Briarwood Circle. I am writing to respectfully voice my strong opposition to the proposed zoning change that would permit two-family dwellings in our area, which is currently zoned for single-family homes. It has come to my attention that Lots 16 and 17 have been on the market for a lengthy time and have thus far failed to sell. It has also come to my attention that the owner of said properties is pursuing a change in zoning to benefit himself and not the community of Briarwood Circle.

The 30 year Covenant that we all signed upon purchase of our homes were put in place to maintain the character and quality of our neighborhood, which can positively impact property values.
With the suggested proposed changes in zoning, Briarwood Circle will most definately have an altered feel and appeal which will potentially impact its charm. Many of us have experienced the quaintness and uniqueness of this one entrance and exit community,

from its manicured lawns to its well maintained homes that are a Texas A and M professors dream location for a short commute to the University.
In closing, if a failed sale in a certain zoning category is enough justification to keep rezoning on the whim of a parcel owner, one could infinitely extend that reasoning to other parcels are eventually zoned haphazardly. Somewhere the line has to be drawn and maintained there. Continuing to suggest rezoning our neighborhood does not serve in the best interests of those residing in Briarwood Circle or in Pleasant Grove Central.

Sincerely,
Marlaina A Luebbert

Mel Luebbert

anson, Jessica

TEX-Puckett, Laura
Thursday, August 21, 2025 7:01 AM
TX-Swanson, Jessica
Fwd: Opposition to Proposed Two-Family Zoning on Briarwood Circle

u print this one too?

m my iPhone

rwarded message:

From: Mel Luebbert <maluebbert@gmail.com>
Date: August 20, 2025 at 5:43:34 PM CDT
To: "TEX-Puckett, Laura" <lpuckett@texarkanatexas.gov>
Cc: Shivali Sharma <shivali_sharma1@yahoo.com>
Subject: Opposition to Proposed Two-Family Zoning on Briarwood Circle

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

Opposition to Proposed Two-Family Zoning on Briarwood Circle

Marlaina A Luebbert
50 Briarwood Circle
Texarkana, Texas 75503

Dear Texarkana Planning and Zoning Commission,

I am the owner of 50 Briarwood Circle. I am writing to respectfully voice my strong opposition to the proposed zoning change that would permit two-family dwellings in our area, which is currently zoned for single-family homes. It has come to my attention that Lots 16 and 17 have been on the market for a lengthy time and have thus far failed to sell. It has also come to my attention that the owner of said properties is pursuing a change in zoning to benefit himself and not the community of Briarwood Circle.

The 30 year Covenant that we all signed upon purchase of our homes were put in place to maintain the character and quality of our neighborhood, which can positively impact property values.
With the suggested proposed changes in zoning, Briarwood Circle will most definately have an altered feel and appeal which will potentially impact its charm. Many of us have experienced the quaintness and uniqueness of this one entrance and exit community,

from its manicured lawns to its well maintained homes that are a Texas A and M professors dream location for a short commute to the University.
In closing, if a failed sale in a certain zoning category is enough justification to keep rezoning on the whim of a parcel owner, one could infinitely extend that reasoning to other parcels are eventually zoned haphazardly. Somewhere the line has to be drawn and maintained there. Continuing to suggest rezoning our neighborhood does not serve in the best interests of those residing in Briarwood Circle or in Pleasant Grove Central.

Sincerely,
Marlaina A Luebbert

Mel Luebbert

August 24, 2025

To the Planning and Zoning Commission,

This letter is to address Case Z-25-14, the proposed rezoning of the addresses known as 25 and 26 Briarwood Circle, Texarkana, Texas, 75503 (also known as lots 16-17, Block 1, Pleasant Grove Central) from Single Family - 1 to Two Family - 1.

My name is Vickie Seames my husband Ed and I live at 19 Briarwood Circle, across the street - only 60 yards - from the lots being petitioned for rezoning. We are the second owners of our home which was built in 2000. My understanding is that the restrictions of the neighborhood covenant indicate that homes must be built to a minimum of 2200 square feet. The only exceptions to this are 3 lots on which homes must be built to a minimum of 1800 square feet. Obviously this was (and is) a planned neighborhood with every landowner agreeing to the mutually beneficial restrictions concerning housing.

The are some obviously adverse affects of rezoning property on Briarwood Circle.

Rezoning would lower the property value of not only the houses like mine that are within 200 feet of of the lots but, due to the nature of the the subdivision being a circle with one entrance and exit, it will affect all 34 existing homes.

Rezoning of these 2 lots would open the door to multifamily dwellings (duplexes or apartments) on the other 6 vacant lots. So instead a total of 42 families, our Circle would have to absorb an increase of nearly twenty percent - or more - beyond what was originally planned for the neighborhood. Because we do not have sidewalks, the increase in traffic alone will compromise the safety of residents who moved to Briarwood Circle to enjoy walking on a quiet street where their children can ride a bicycle.

The neighborhood covenant has been honored for 25 years. Rezoning makes sense on streets and neighborhoods that have the potential for increased traffic and accessibility. This does not apply to us. With the one entrance and exit, the nature of our circle prohibits this.

Please weigh the financial gain of a few people against the investments of all the owners and the negative impact - particularly the safety on our one street - this move will make on our contained neighborhood.

Respectfully,

Vickie Seames

Vickie Seames
19 Briarwood Circle
Texarkana, TX 75503

TEX-Puckett, Laura

From: David Hunt <davhun52@yahoo.com>
Sent: Monday, August 25, 2025 9:41 AM
To: TEX-Puckett, Laura
Subject: Public Hearing - Zone change request CASE NUMBER Z-25-14

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

To Ms. Puckett: We (David C Hunt and Diana C Hunt) are current owners of Lot 13, whose address is 32 Briarwood Circle Texarkana, Texas 75503. In 2005 we purchased our home due to its convenient location and the curb appeal of the single-family homes on the circle. The homeowners on the circle have been very attentive to the appearance of their homes and yards for the 20 years that we have lived in the area.

The request to rezone lots 16 and 17 on Briarwood Circle from Single Family to Two Family homes is a slap in the face to us who have lived on this circle since it was created. We **EMPHATICALLY OPPOSE** the zone change request identified in CASE NUMBER Z-25-14.

Our home is well within 200 feet of the property identified as lots 16-17 Block1, Pleasant Grove Central.
We oppose this request because our property and all property on the Circle will see a **SIGNIFICANT** value **DECREASE** if we seek to sell with our homes with Duplexes', Modular, or manufactured buildings next door or anywhere on Briarwood Circle.

Please note that we are against any zone change request as it may apply to Briarwood Circle now and in the future.

Thank you for hearing our concerns.

David C. Hunt and Diana C. Hunt
Residents of 32 Briarwood Circle Texarkana, Texas 75503

To The planning and Zoning Commission:

Dear Sir/ Madam,

We live on 13, Briarwood Circle, Texarkana, TX-75503. We have been residents of this community since 2004.

I am writing this letter with great concern of the proposed change in Zoning for 25 and 26

Case# Z-25-14.

Currently, as you know our neighborhood is a single-family dwelling. We live in a safe, quiet, and peaceful neighborhood. Children can ride their bikes and play on the streets with no fear of unexpected traffic. Adults can do their morning and evening walks on the streets as there is no side walk. So, also the people on their bikes.

This change in zoning is going to adversely affect the residents living in this circle.

1. The value of our houses will drop dramatically.
2. Increase in Traffic flow will cause safety concerns. Please keep in mind that there is only one entry and exit.
3. This will change the face of Briarwood Circle from single dwelling homes to multifamily homes.
4. The peace and quiet of our neighborhood will be lost; which is the main reason many of us chose to live in this neighborhood.
5. Changing the zoning will also result in coming up of more multi family units in the other vacant lots of Briarwood Circle. Thereby, increasing the number of residents in this neighborhood and more traffic. With only one entry and exit, it would be impossible for people to get to work on time and kids to their schools.

When we brought this home in 2004, we were convinced by our realtor and the builder that future homes coming here will be single family units. Our neighborhood covenant has been honored for 25 years.

We would appreciate if the committee would understand our concerns and make a favorable decision.

Please weigh the financial gain of a few people over the investment of all the residents in this circle.

Sincerely,

Asha Jacob.

Asha Jacob.

25-13 ATT position 8 outside

September 2, 2025

Planning and Zoning Commission

Texarkana, Texas

Request of Residents of Briarwood Circle

Texarkana, Texas

We are writing to express our opposition regarding the application for rezoning Briarwood Circle from single family housing to dual family housing affecting the addresses of residences listed below, which are in proximity of the property proposed for development.

If this zoning is changed to dual family housing, it will be inconsistent with the character of the neighborhood. The design of this neighborhood circle is for single housing development. Increasing density of the population with dual housing will increase traffic flow and increase in the number of vehicles. This area has families with children and adults walk, ride bicycles, and push babies in strollers. A safety concern with increased traffic.

Our property values will decrease due to less expensive housing in proximity to our homes. Briarwood Circle is a closed circle, one way in and one way out from Pleasant Grove Road.

We respectfully ask the Planning and Zoning Commission to grant our request opposing this change.

Print Name	Signature	Address
JAMES J TURCHI	James J Turchi	TEXARKANA, TX 75503
Carolyn Y. Turchi	Carolyn Y. Turchi	44 Briarwood Circle Texarkana TX 75503-9605
Dawn P. Bone	Dawn P. Bone	42 Briarwood Texarkana, TX 75503

Print Name	Signature	Address
Jeffrey L. Bone	Jeffrey L. Bone	42 Briarwood Circle Texarkana, Tx. 75503
Melanie Melson	Melanie Melson	33 Briarwood Circle Texarkana, TX 75503
David Melson		33 Briarwood Circle Texarkana, Tx 75503
Marlena A Luehbert	Marlena A Luehbert	50 Briarwood Cir Texarkana TX 75503
Victoria Pone	Victoria Pone	31 Briarwood Circle Texarkana TX 75503
Ny BUCH KYCH	Ny	14 Briarwood 75503
DARRYL HAGUE	DARRYL HAGUE	22 Briarwood Cir
Beth Hague	Beth Hague	22 Briarwood Cir
Steven Rogers	Steven Rogers	18 Briarwood Cir
Michelle Rogers	Michelle Rogers	18 Briarwood Cir.
Taron Burkett	Taron Burkett	1 Briarwood Cir
Kathy Chandler	Kathy Chandler	3 Briarwood Cir
EARL PARKS	Earl Parks	52 Briarwood CR
ODESSA PARKS	Odessa Parks	52 Briarwood CR
Jared Johnson		46 Briarwood Cir
Shawntel Johnson	Shawntel Johnson	46 Briarwood Cir.
Damon Icenhower	Damon Icenhower	48 Briarwood Cir
Paige Icenhower	Paige Icenhower	48 Briarwood Cir.

Print Name	Signature	Address
Nicki Seamer	Nicki Seamer	19 Briarwood Circle
Edward Seamer	Edward Seamer	19 Briarwood Circle

Print Name	Signature	Address
ASHA JACOB	Asha Jacob	13 Briarwood Cir
SIVEL IVERSEN		16 Briarwood Cir
DEREK IVERSEN		16 Briarwood Cir
Amy High	Amy High	6 Briarwood Cir
Brooks High	Brooks High	6 Briarwood Cir
Joel Iglesia		2 Briarwood Cir
Deanna Doles		36 Briarwood cir
David Hunt	David Hunt	32 Briarwood Cir
Diana Hunt	Diana Hunt	32 Briarwood Cir
Katherine Dy		20 Briarwood Circle
ELLEN DY		20 BRIARWOOD CIRCLE
LLUVIA HODDE		17 BRIARWOOD CIRCLE
Patrick Elihe		15 Briarwood Circle
MARY ANN TAYLOR	Mary Ann Taylor	7 BRIARWOOD CIR
Bryan Wilhite		40 Briarwood Cir.
Jon Cunningham		10 Briarwood Cir.
Amy Tankersley		4 Briarwood Cir.
Paula Dannerfield		30 Briarwood Cir

2025-137 ATTH09
2025-137
ATTH 08
(opposition 7)

August 27, 2025

Laura Puckett, Zoning Administrator
Planning and Zoning Commission
City of Texarkana, Texas

Ms. Puckett,

We the undersigned received the Notice of Public Hearings for the proposed zoning change of Lots 16-17, Block 1, Pleasant Grove Central, case number: Z-25-14.

Please consider this letter a written protest of opposition by owners of the land that is within 200 feet of the proposed change.

Thank you,

Paula Dangerfield — Paula Dangerfield, 30 Briarwood Circle, Texarkana, TX

Ellen Dy — Ellen Dy, 20 Briarwood Circle, Texarkana,TX

Katherine Estan Dy — Katherine Estan Dy, 20 Briarwood Circle,Texarkana, TX

Darryl Hague — Darryl Hague, 22 Briarwood Circle, Texarkana, TX

Beth Hague — Beth Hague, 22 Briarwood Circle, Texarkana, TX

David Hunt — David Hunt, 32 Briarwood Circle, Texarkana, TX

Diana Hunt — Diana Hunt, 32 Briarwood Circle, Texarkana, TX

Michelle Rogers — Michelle Rogers, 18 Briarwood Circle, Texarkana, TX

Steve Rogers — Steve Rogers, 18 Briarwood Circle, Texarkana, TX

Vickie Seames — Vickie Seames, 19 Briarwood Circle, Texarkana, TX

Ed Seames — Ed Seames, 19 Briarwood Circle, Texarkana, TX

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

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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

City of Texarkana, Texas

VIII.2

Briefing Sheet

Department: Development Services **Action Officer:** Laura Puckett, Zoning Administrator

Subject: Ordinance No. 2025-165 granting a Specific Use Permit allowing one additional use of a new/used auto sale outdoor display on Lot 56, Block 2, Wade & Kuhl Boulevard, located at 2801 Texas Boulevard (Ward 3). Perry Steitler, owner, and Sandra Wright, agent.

Briefing: 11/10/2025 **Public Hearing:** 12/8/2025 **Council Vote:** 12/8/2025

Item Schedule:

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Perry Steitler, owner and Sandra Wright, agent, for a Specific Use Permit to allow new and used car sales (outdoor lot) on Lot 56, Block 2, Wade & Kuhl Boulevard, located at 2801 Texas Boulevard. The property is zoned General Retail.

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

The adjacent zoning is Single Family-2 north and west, Neighborhood Service south, and Office east. The adjacent land usage is residential north and west, trophy shop south, and law office eat.

A Specific Use Permit is required to allow a new or used auto sales outdoor lot in this zoning district.

Staff recommends for approval of this request.

The applicant should also be aware that if this zoning change is approved, all other applicable city code/ordinance requirements must be met including but not limited to 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 recommends approval of this request

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

November 3, 2025

ORDINANCE NO. 2025-165

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-816 TO ALLOW NEW AND USED AUTO SALES (OUTDOOR LOT) ON LOT 56, BLOCK 2, WADE & KUHL BOULEVARD, LOCATED AT 2801 TEXAS BOULEVARD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of new and used auto sales (outdoor lot) on **Lot 56, Block 2, Wade & Kuhl Boulevard, located at 2801 Texas Boulevard**, in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted allowing new and used auto sales (outdoor lot)** 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-816** to allow the location of new and used auto sales (outdoor lot) on **Lot 56, Block 2, Wade & Kuhl Boulevard, located at 2801 Texas Boulevard,** in the City of Texarkana, Bowie County, Texas.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

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: 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 **8th day of December, 2025.**

ATTEST:

_____	_____
JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

2801 Texas Boulevard



2801 Texas Boulevard



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:**

Subject: Ordinance No. 2025-166 rezoning on an approximate 0.77-acre tract of land (being Tracts 58 & 59), J.A. Talbot HRS, A-564, located at 5817 Richmond Road (Ward 5) from Single Family-1 to General Retail. Bun Leng Tann "Alex", owner.

Briefing: 11/10/2025 **Public Hearing:** 12/8/2025 **Council Vote:** 12/8/2025

Item Schedule:

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Bunn Leng Tann “Alex”, owner, to rezone on an approximate 0.77-acre tract of land (being Tracts 58 & 59) J.A. Talbot HRS, A-564, located at 5817 Richmond Road from Single Family-1 to General Retail.

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

The adjacent zoning is Single Family-1 north, south, and west and Planned Development office east. The adjacent land use are Churches north, south, and west and vacant lot to the east.

Staff recommend for approval of this request.

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

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

Potential Options:

Approved

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request and placed a Planned Development.

Advisory Board/Committee Meeting Date and Minutes:

November 3, 2025

ORDINANCE NO. 2025-166

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 0.77-ACRE TRACT OF LAND (BEING TRACTS 58 & 59) J.A. TALBOT HRS, A-564, LOCATED AT 5817 RICHMOND ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-1 TO PLANNED DEVELOPMENT GENERAL RETAIL; 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 0.77-acre tract of land (being Tracts 58 & 59) J.A. Talbot HRS, A-564 (EXH 'A'), located at 5817 Richmond Road,** in the City of Texarkana, Bowie County, Texas, from **Single Family-1 to Planned Development General Retail**; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted five (5) to zero (0) to recommend for approval of the application for rezoning from Single Family-1 to Planned Development General Retail on an approximate 0.77-acre tract of land (being Tracts 58 & 59) J.A. Talbot HRS, A-564 (EXH 'A'), located at 5817 Richmond Road** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicant agreed to amend the application from **Single Family-1 to Planned Development General Retail**; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-1 to Planned Development General Retail** 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 0.77-acre tract of land (being Tracts 58 & 59) J.A. Talbot HRS, A-564 (EXH 'A'), located at 5817 Richmond Road in the City of Texarkana, Bowie County, Texas, from **Single Family-1 to Planned Development General Retail.**

SECTION 2: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

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

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **8th day of December, 2025.**

ATTEST:

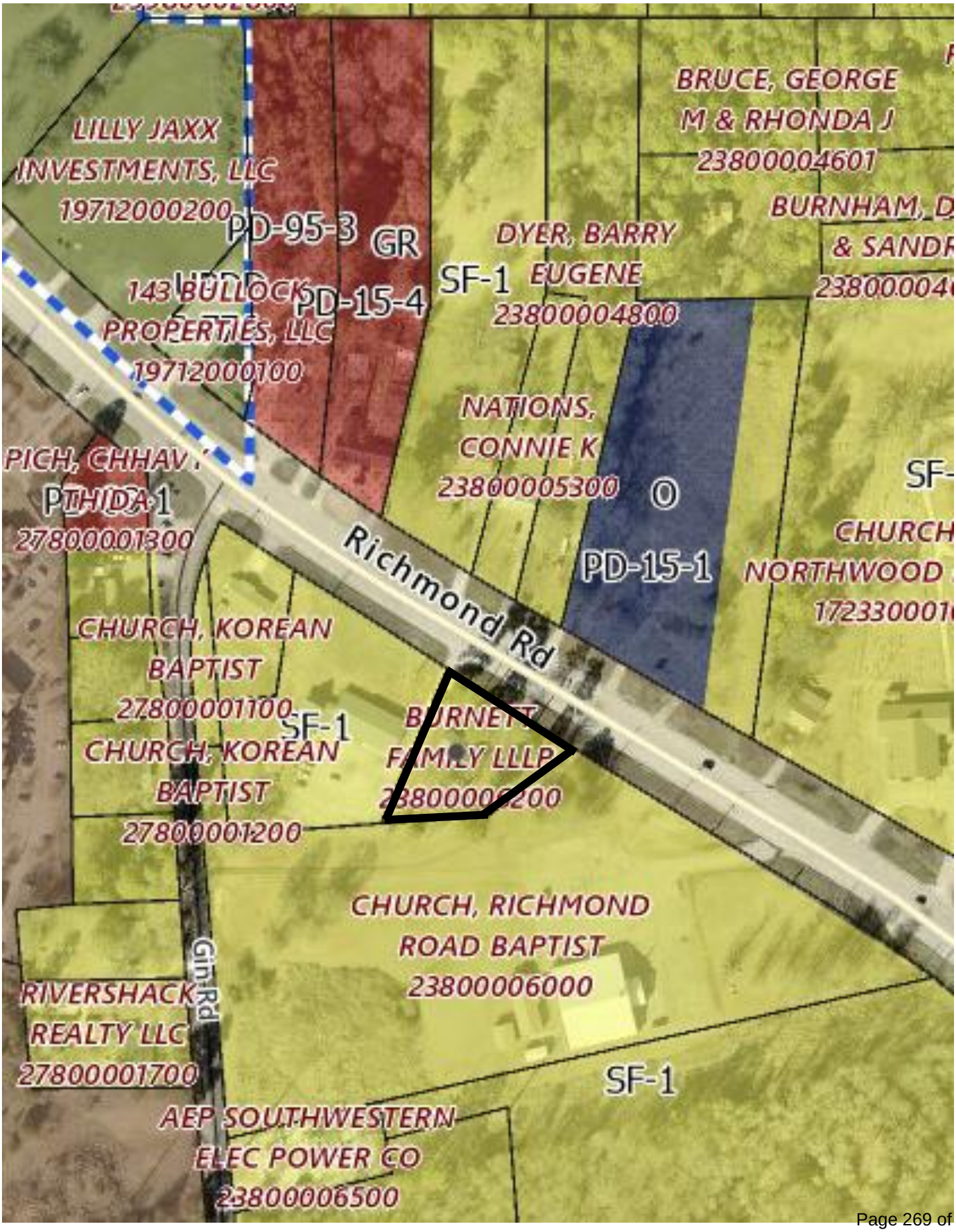
_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

FIELD NOTE DESCRIPTION OF A 0.82 ACRE TRACT OF LAND LOCATED IN THE JOHN A. TALBOT SURVEY, ABSTRACT 564, BOWIE COUNTY, TEXAS. BEING A PART OF TRACTS ONE AND THREE AS DESCRIBED IN THE GENERAL WARRANTY DEED TO BURNETT FAMILY, LLLP, RECORDED IN INSTRUMENT NUMBER 2018-00001465, REAL PROPERTY RECORDS OF BOWIE COUNTY, TEXAS. SAID 0.82 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A REINF BAR FOUND (N: 7248043.98, E: 3308979.17) FOR THE SOUTHEAST CORNER OF THIS TRACT, SAME BEING THE SOUTHEAST CORNER OF TRACT THREE;
THENCE SOUTH 85°10'14" WEST 210.13 FEET TO A REINF BAR FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT;
THENCE NORTH 24°09'35" EAST 233.81 FEET TO A REINF BAR FOUND IN THE SOUTH LINE OF RICHMOND ROAD FOR THE NORTHWEST CORNER OF THIS TRACT;
THENCE SOUTH 61°16'00" EAST 242.78 FEET TO A REINF BAR FOUND IN THE SOUTH LINE OF RICHMOND ROAD FOR THE NORTHEAST CORNER OF THIS TRACT;
THENCE SOUTH 51°29'31" WEST 126.77 FEET TO THE PLACE OF BEGINNING.
AREA, BEARINGS AND DISTANCES SHOWN ARE GRID MEASUREMENTS BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

5817 Richmond Road



5817 Richmond 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.4

Briefing Sheet

Department: Development Services **Action Officer:**

Subject: Ordinance No. 2025-167 rezoning on the south part of Lots 42 and 45, North Robison Courts, located at 210 E. Midway Drive (Ward 2) from Multiple Family-1 to Single Family-3. Brenda Woolridge, owner.

Briefing: 11/10/2025 **Public Hearing:** 12/8/2025 **Council Vote:** 12/8/2025

Item Schedule:

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Brenda Woolridge, owner, to rezone on the South Part of Lots 42 and 45, North Robison Courts, located at 210 East Midway Drive from Multiple Family-1 to Single Family-3.

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

The adjacent zoning is Multiple Family-1 north, south, east and west. The adjacent land use is residential north, south, and west and vacant lot to the east.

Staff recommend for approval of this request.

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

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

Potential Options:

Approved

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

November 3, 2025

ORDINANCE NO. 2025-167

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING ON THE SOUTH PART OF LOTS 42 AND 45, NORTH ROBISON COURTS, LOCATED AT 210 EAST MIDWAY DRIVE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM MULTIPLE FAMILY-1 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 the south part of Lots 42 and 45, North Robison Courts, located at 210 East Midway Drive,** in the City of Texarkana, Bowie County, Texas, from **Multiple Family-1 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 Multiple Family-1 to Single Family-3 on the south part of Lots 42 and 45, North Robison Courts, located at 210 East Midway Drive** to the City Council of Texarkana, Texas; and

Whereas, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicant agreed to amend the application from **Multiple Family-1 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 **Multiple Family-1 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 the south part of Lots 42 and 45, North Robison Courts, located at 210 East Midway Drive** in the City of Texarkana, Bowie County, Texas, from **Multiple Family-1 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 **8th day of December, 2025.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

210 E Midway Drive



210 E Midway Drive



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:**

Subject: Ordinance No. 2025-168 granting a Specific Use Permit to allow the location of a HUD code manufactured home on the south part of Lots 42 and 45, North Robison Courts, located at 210 E. Midway Drive (Ward 2). Brenda Woolridge, owner.

Briefing: 11/10/2025 **Public Hearing:** 12/8/2025 **Council Vote:** 12/8/2025

Item Schedule:

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Brenda Woolridge, owner, for a Specific Use Permit to allow the location of a HUD code manufactured home on the South part of Lots 42 and 45, North Robison Courts, located at 210 East Midway Drive. The property is zoned Multiple Family-1.

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

The adjacent zoning is Multiple-1 north, south, east and west. The adjacent land usage is residences to the north, south, west, and vacant land to the east.

Staff recommend approval of this request with the following stipulations:

1. That one 2020 or newer HUD code manufactured home be allowed on this property.
2. That the HUD code manufactured home be tied down/skirted/underpinned.
3. That the HUD code manufactured home be used for dwelling purposes only, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner’s responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

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

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

Potential Options:

Approved

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

November 3, 2025

ORDINANCE NO. 2025-168

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-817 TO ALLOW THE LOCATION OF A HUD CODE MANUFACTURED HOME ON THE SOUTH PART OF LOTS 42 AND 45, NORTH ROBISON COURTS, LOCATED AT 210 EAST MIDWAY DRIVE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a HUD code manufactured home on the **South Part of Lots 42 and 45, North Robison Courts, located at 210 East Midway Drive**, in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a 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-817** to allow the location of a HUD code manufactured on the **South Part of Lots 42 and 45, North Robison Courts, located at 210 East Midway Drive**, in the City of Texarkana, Bowie County, Texas.

SECTION 2: The following stipulations are hereby imposed and made a part of this ordinance:

1. That one 2020 or newer HUD code manufactured home be allowed on this property.
2. That the HUD code manufactured home be tied down/skirted/underpinned.
3. That the HUD code manufactured home be used for dwelling purposes only 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 **8th day of December, 2025.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

210 E Midway Drive



210 E Midway Drive



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:**

Subject: Ordinance No. 2025-169 rezoning on an approximate 10.25-acre tract of land, Jacob Carsner HRS, A-116 and City PT BL W & X, located at 1003 S. Lelia (Ward 1) from Agriculture to Industrial-2. Ryan Berry, owner, and Vance Liles, MTG Engineers and Surveyors, agent.

Briefing: 11/10/2025 **Public Hearing:** 12/8/2025 **Council Vote:** 12/8/2025

Item Schedule:

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Ryan Berry, owner, and Vance Liles, MTG Engineers and Surveyors, to rezone on an approximate 10.25-acre tract of land, Jocob Carsner HRS, A-116 and City PT BL W&X, located at 1003 S Lelia Street from Agriculture to Industrial-2.

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

The adjacent zoning is Industrial-1 west, Commercial north, Single Family-2 south, and rail yard outside city limits. The adjacent land use is businesses to the west, north and south and rail yard to the east.

Staff recommend for approval of this request.

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

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

Potential Options:

Approved

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

November 3, 2025

ORDINANCE NO. 2025-169

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 10.25-ACRE TRACT OF LAND, JACOB CARSNER HRS, A-116 & CITY PT BL W & X, LOCATED AT 1003 SOUTH 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 an approximate 10.25-acre tract of land, Jacob Carsner HRS, A-116 & City Pt BL W & X (EXH 'A'), located at 1003 South 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 an approximate 10.25-acre tract of land, Jacob Carsner HRS, A-116 & City Pt BL W & X (EXH 'A'), located at 1003 South 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, applicant 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 an approximate 10.25-acre tract of land, Jacob Carsner HRS, A-116 & City Pt BL W & X (EXH**

'A'), located at 1003 South 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 **8th day of December, 2025.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Property Description
Tract 1 – 2.696 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the Jacob Carsner Headright Survey, Abstract 116, Bowie County, Texas, being all of that certain tract of land described as Tract One with 2.68 acres in the deed from Sandra Mauldin Coleman to Mark Coleman, dated September 13, 2023, recorded in Document No. 2023–00009142 of the Real Property Records of Bowie County, Texas, same being a part of Krouse First Addition, according to the plat recorded in Volume 40, Page 138 of the Plat Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod, capped MTG ENG, set for a corner, lying in the East line of Beaumont Street, the Southwest corner of the said 2.68 acre tract, and the Northwest corner of that certain tract of land described as 1.87 acres in the deed from Robert Torrans to International Warehouse and Distribution Co., Inc., dated March 7, 1997, recorded in Volume 2632, Page 138 of the Real Property Records of Bowie County, Texas, said corner bears South 02 degrees 43 minutes 31 seconds East a distance of 265.96 feet to the Southwest corner of Block No. 3 of said Krouse First Addition;

THENCE North 02 degrees 43 minutes 31 seconds West a distance of 314.04 feet along the West line of the said 2.68 acre tract and the East right–of–way line of Beaumont Street to a 1/2 inch steel rod, capped MTG ENG, set for a corner, an outside ell corner in the West line of the said 2.68 acre tract;

THENCE North 87 degrees 16 minutes 29 seconds East a distance of 5.00 feet along the West line of the said 2.68 acre tract to a 1/2 inch steel rod, capped MTG ENG, set for a corner, an inside ell corner in the West line of the said 2.68 acre tract;

THENCE North 02 degrees 43 minutes 31 seconds West a distance of 27.00 feet along the West line of the said 2.68 acre tract to a 1/2 inch steel rod, capped MTG ENG, set for a corner, the Northwest corner of the said 2.68 acre tract, and lying in the South line of that certain tract of land described as 0.759 acres in the deed from Texarkana Stock Yards Company, Inc. to Texarkana and Fort Smith Railway Co., dated January 17, 1940, recorded in Volume 175, Page 439 of the Deed Records of Bowie County, Texas;

THENCE North 88 degrees 00 minutes 39 seconds East a distance of 472.37 feet along the North line of the said 2.68 acre tract and the South line of the said 0.759 acre tract to a 1/2 inch steel rod, capped MTG ENG, set for a corner, the Northeast corner of the said 2.68 acre tract, the Southeast corner of the said 0.759 acre tract, and lying in the West line of a Kansas City Southern Railway Company Railroad;

THENCE South 23 degrees 44 minutes 30 seconds West a distance of 256.41 feet along the East line of the said 2.68 acre tract and the West right–of–way line of said railroad to a scribed X set in concrete for a corner, at a fence corner, the Southeast corner of the said 2.68 acre tract, and the Northeast corner of the said 1.87 acre tract;

THENCE North 66 degrees 02 minutes 28 seconds West a distance of 121.73 feet generally along a fence line, the South line of the said 2.68 acre tract and the North line of the said 1.87 acre tract to a 1/2 inch steel rod, capped MTG ENG, set for a corner, at a fence corner, an inside ell corner in the South line of the said 2.68 acre tract, and an outside ell corner in the North line of the said 1.87 acre tract;

THENCE South 23 degrees 25 minutes 23 seconds West a distance of 205.08 feet generally along a fence line, the South line of the said 2.68 acre tract, and the North line of the said 1.87 acre tract to a 1/2 inch steel rod, capped MTG ENG, set for a corner, an outside ell corner in the South line of the said 2.68 acre tract, and an inside ell corner in the North line of the said 1.87 acre tract;

THENCE North 84 degrees 24 minutes 01 seconds West a distance of 165.65 feet generally along a fence line, the South line of the said 2.68 acre tract and the North line of the said 1.87 acre tract to the Point of Beginning and containing 2.696 acres of land, at the time of this survey.

Property Description
Tract 2 – 7.700 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the Jacob Carsner Headright Survey, Abstract 116, Bowie County, Texas, being a part of that certain tract of land described as 10.00 acres in the deed from Sandra Mauldin Coleman to Mark Coleman, dated September 13, 2023, recorded in Document No. 2023-00009142 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod, capped MTG ENG, set for a corner, lying in the South right-of-way line of South Lelia Avenue, lying in the North line of the said 10.00 acre tract, and being the Northwest corner of that certain tract of land described as Tract 1, with 1.188 acres in the deed from Roberts Torrans to International Warehousing & Distribution Co., Inc., dated March 7, 1997, recorded in Volume 2632, Page 140 of the Real Property Records of Bowie County, Texas;

THENCE South 26 degrees 51 minutes 42 seconds West a distance of 237.59 feet along the West line of the said 1.188 acre tract to a 1/2 inch steel rod, capped MTG ENG, set for a corner, at an angle point;

THENCE South 26 degrees 33 minutes 14 seconds West a distance of 33.98 feet along the West line of the said 1.188 acre tract to a scribed X set in concrete for a corner, the Southwest corner of the said 1.188 acre tract;

THENCE North 87 degrees 20 minutes 38 seconds East a distance of 225.30 feet along the South line of the said 1.188 acre tract to a 1/2 inch steel rod, capped MTG ENG, set for a corner, the Southeast corner of the said 1.188 acre tract, lying in the East line of the said 10.00 acre tract, and the West right-of-way line of the Kansas City Southern Railway Company Railroad;

THENCE South 23 degrees 44 minutes 30 seconds West a distance of 433.95 feet along the East line of the said 10.00 acre tract and the West right-of-way line of the said Railroad to a 1/2 inch steel rod, capped MTG ENG, set for a corner, the Northeast corner of that certain tract of land described as 0.759 acres in the deed from Texarkana Stock Yards Company, Inc. to Texarkana and Fort Smith Railway Company, dated January 17, 1940, recorded in Volume 175, Page 439 of the Deed Records of Bowie County, Texas;

THENCE South 88 degrees 00 minutes 39 seconds West a distance of 489.24 feet along the North line of the said 0.759 acre tract to a 1/2 inch steel rod, capped MTG ENG, set for a corner, lying in the East right-of-way line of Beaumont Street;

THENCE North 02 degrees 43 minutes 31 seconds West a distance of 616.27 feet along the East right-of-way line of Beaumont Street to a 1/2 inch steel rod, capped MTG ENG, set for a corner, lying in the North line of the said 10.00 acre tract, lying in the East right-of-way line of Beaumont Street, and lying in the South right-of-way line of South Lelia Avenue;

THENCE North 87 degrees 02 minutes 17 seconds East a distance of 286.48 feet along the North line of the said 10.00 acre tract and the South right-of-way line of South Lelia Avenue to a 1/2 inch steel rod, capped MTG ENG, set for a corner, the Northwest corner of that certain tract of land described as 0.286 acres conveyed to Bob Keaton, et ux, according to the deed recorded in Volume 275, Page 427 of the Deed Records of Bowie County, Texas;

THENCE South 04 degrees 01 minutes 50 seconds East a distance of 103.00 feet along the West line of the said 0.286 acre tract to a 1/2 inch steel rod, found for a corner, the Southwest corner of the said 0.286 acre tract;

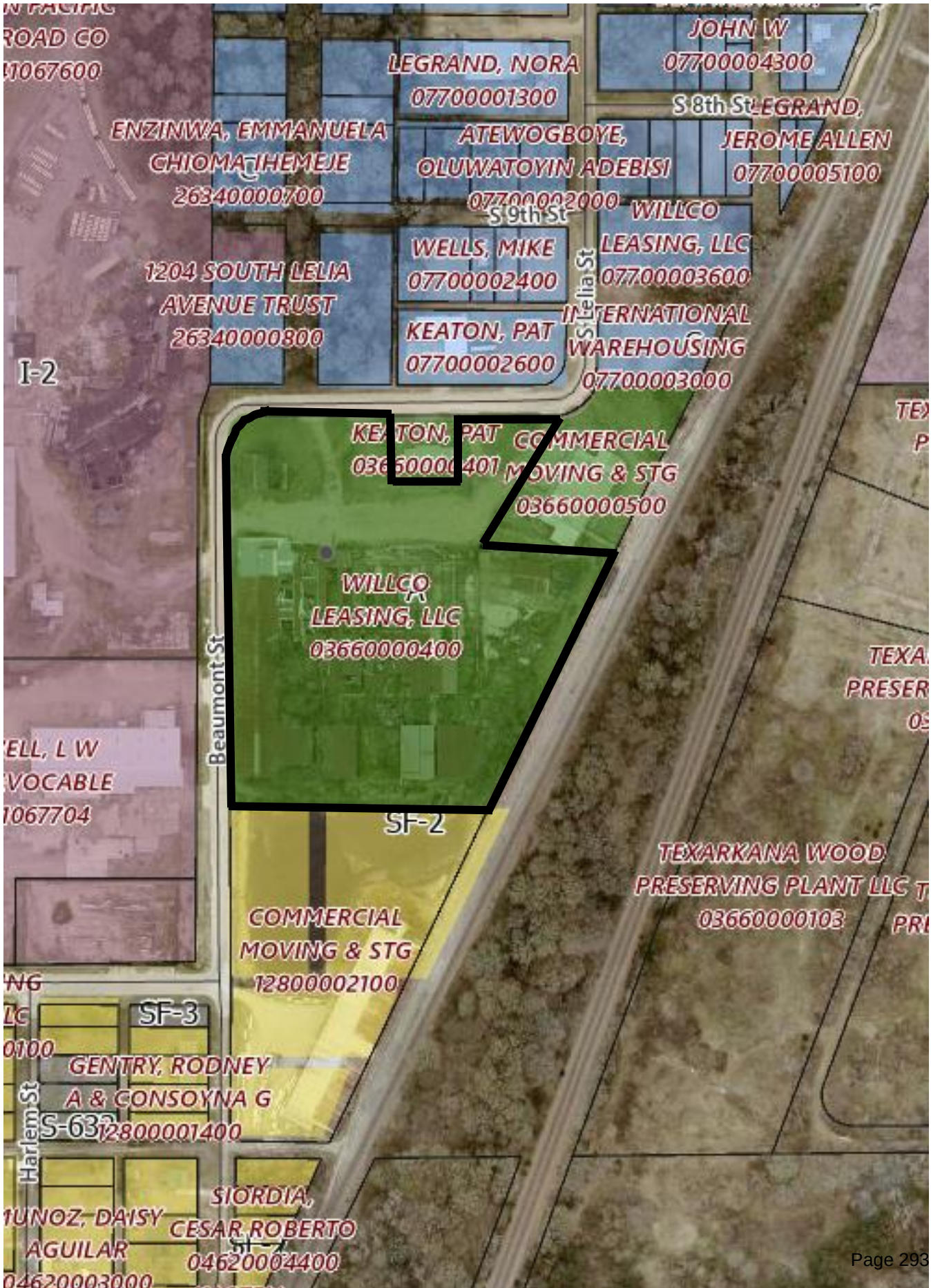
THENCE North 85 degrees 37 minutes 49 seconds East a distance of 122.82 feet along the South line of the said 0.286 acre tract to a 1/2 inch steel rod, capped MTG ENG, set for a corner, the Southeast corner of the said 0.286 acre tract;

THENCE North 04 degrees 33 minutes 27 seconds West a distance of 100.00 feet along the East line of the said 0.286 acre tract to a 1/2 inch steel rod (control monument), found for a corner, the Northeast corner of the said 0.286 acre tract, lying in the North line of the said 10.00 acre tract, and lying in the South right-of-way line of South Lelia Avenue;

THENCE North 87 degrees 02 minutes 17 seconds East (basis of bearings) at a distance of 157.98 feet along the North line of the said 10.00 acre tract and the South right-of-way line of South Lelia Avenue passing a 1/2 inch steel rod, found for a reference, and continuing along said course at a distance of 24.85 feet for a total distance of 182.83 feet to the Point of

Beginning and containing 7.735 acres of land, at the time of this survey.

1003 S. Lelia Street



1003 S. Lelia 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.7

Briefing Sheet

Department: Development Services **Action Officer:**
Subject: Ordinance No. 2025-170 rezoning on Lot 4, Block 6, Factory Heights, located at 606 S. 8th Street (Ward 1) from Commercial to Industrial-2. Ryan Berry, owner and Vance Liles, MTG Engineers and Surveyors, agent.

Briefing: 11/10/2025 **Public Hearing:** 12/8/2025 **Council Vote:** 12/8/2025

Item Schedule:

Updates/History of Briefing:
NOT APPLICABLE

Executive Summary and Background Information:
This is a request by Ryan Berry, owner, and Vance Liles, MTG Engineers and Surveyors, to rezone on Lot 4, Block 6, Factory Heights, located at 606 S 8th Street from Commercial to Industrial-2.

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

The adjacent zoning is Commercial north, south, east, and west. The adjacent land use is vacant land to the north, south, 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 approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

November 3, 2025

ORDINANCE NO. 2025-170

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING ON LOT 4, BLOCK 6, FACTORY HEIGHTS, LOCATED AT 606 SOUTH 8TH STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM COMMERCIAL 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 Lot 4, Block 6, Factory Heights, located at 606 South 8th Street,** in the City of Texarkana, Bowie County, Texas, from **Commercial 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 Commercial to Industrial-2 on Lot 4, Block 6, Factory Heights, located at 606 South 8th Street** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicant agreed to amend the application from **Commercial to 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 **Commercial 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 Lot 4, Block 6, Factory Heights, located at 606 South 8th Street** in the City of Texarkana, Bowie County, Texas, from **Commercial 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 **8th day of December, 2025.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

606 S. 8th Street



606 S. 8th 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.8

Briefing Sheet

Department: Development Services **Action Officer:**
Subject: Ordinance 2025-171 rezoning on Lots 5-6, Block 6, Factory Heights, located at 608 S. 8th Street (Ward 1) from Commercial to Industrial-2. Ryan Berry, owner, and Vance Liles, MTG Engineers and Surveyors, agent.

Briefing: 11/10/2025 **Public Hearing:** 12/8/2025 **Council Vote:** 12/8/2025

Item Schedule:

Updates/History of Briefing:
NOT APPLICABLE

Executive Summary and Background Information:
This is a request by Ryan Berry, owner, and Vance Liles, MTG Engineers and Surveyors, to rezone on Lot 5-6, Block 6, Factory Heights, located at 608 S 8th Street from Commercial to Industrial-2.

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

The adjacent zoning is Commercial north, south, east, and west. The adjacent land use is vacant land to the north, south, 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 approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

November 3, 2025

ORDINANCE NO. 2025-171

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 5-6, BLOCK 6, FACTORY HEIGHTS, LOCATED AT 608 SOUTH 8TH STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM COMMERCIAL 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 Lots 5-6, Block 6, Factory Heights, located at 608 South 8th Street,** in the City of Texarkana, Bowie County, Texas, from **Commercial 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 Commercial to Industrial-2 on Lots 5-6, Block 6, Factory Heights, located at 608 South 8th Street** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicant agreed to amend the application from **Commercial to 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 **Commercial 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 Lots 5-6, Block 6, Factory Heights, located at 608 South 8th Street** in the City of Texarkana, Bowie County, Texas, from **Commercial 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 **8th day of December, 2025.**

ATTEST:

_____	_____
JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

608 S. 8th Street



608 S. 8th 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.9

Briefing Sheet

Department: Development Services **Action Officer:**

Subject: Ordinance No. 2025-172 rezoning on Lots 7-12, Block 6, Factory Heights, located at 804 S. Lelia Street (Ward 1) from Commercial to Industrial-2. Ryan Berry, owner, and Vance Liles, MTG Engineers and Surveyors, agent.

Briefing: 11/10/2025 **Public Hearing:** 12/8/2025 **Council Vote:** 12/8/2025

Item Schedule:

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Ryan Berry, owner, and Vance Liles, MTG Engineers and Surveyors, to rezone on Lots 7-12, Block 6, Factory Heights, located at 804 S Lelia Street from Commercial to Industrial-2.

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

The adjacent zoning is Commercial north, south, and west, and Industrial-1 east. The adjacent land use is vacant land to the north, south, 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 approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

November 3, 2025

ORDINANCE NO. 2025-172

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 7-12, BLOCK 6, FACTORY HEIGHTS, LOCATED AT 804 SOUTH LELIA STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM COMMERCIAL 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 Lots 7-12, Block 6, Factory Heights, located at 804 South Lelia Street,** in the City of Texarkana, Bowie County, Texas, from **Commercial 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 Commercial to Industrial-2 on Lots 7-12, Block 6, Factory Heights, located at 804 South 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, applicant agreed to amend the application from **Commercial 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 **Commercial 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 **Lots 7-12, Block 6, Factory Heights, located at 804 South Lelia Street** in the City of Texarkana, Bowie County, Texas, from **Commercial 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 **8th day of December, 2025.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

804 S. Lelia Street



804 S. Lelia 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.10

Briefing Sheet

Department: Development Services **Action Officer:**
Subject: Ordinance No. 2025-173 rezoning on the west 30' of Block 13, Factory Heights, located at 508 S. 8th Street (Ward 1) from Commercial to Industrial-2. Ryan Berry, owner, and Vance Liles, MTG Engineers and Surveyors, agent.

Briefing: 11/10/2025 **Public Hearing:** 12/8/2025 **Council Vote:** 12/8/2025

Item Schedule:

Updates/History of Briefing:
NOT APPLICABLE

Executive Summary and Background Information:
This is a request by Ryan Berry, owner, and Vance Liles, MTG Engineers and Surveyors, to rezone on West 30' of Block 13, Factory Heights, located at 508 S 8th Street from Commercial to Industrial-2.

The Future Land Use Map designates this property as "Industrial".

The adjacent zoning is Commercial north, south, east, and west. The adjacent land use is vacant land to the south, east, and west, and residential to the north.

Staff recommend for approval of this request.

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

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

Potential Options:
Approved

Fiscal Implications:
NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

November 3, 2025

ORDINANCE NO. 2025-173

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING ON THE WEST 30' OF BLOCK 13, FACTORY HEIGHTS, LOCATED AT 508 SOUTH 8TH STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM COMMERCIAL 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 the West 30' of Block 13, Factory Heights, located at 508 South 8th Street,** in the City of Texarkana, Bowie County, Texas, from **Commercial 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 Commercial to Industrial-2 on the West 30' of Block 13, Factory Heights, located at 508 South 8th Street** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicant agreed to amend the application from **Commercial to 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 **Commercial 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 the West 30' of Block 13, Factory Heights, located at 508 South 8th Street** in the City of Texarkana, Bowie County, Texas, from **Commercial 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 **8th day of December, 2025.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

804 S. Lelia Street



804 S. Lelia 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.11

Briefing Sheet

Department: Development Services **Action Officer:**

Subject: Ordinance No. 2025-174 rezoning on the east PT FR of Block 13, located in the 500 block of S. 8th Street (Ward 1) from Commercial to Industrial-2. Ryan Berry, owner, and Vance Liles, MTG Engineers and Surveyors, agent.

Briefing: 11/10/2025 **Public Hearing:** 12/8/2025 **Council Vote:** 12/8/2025

Item Schedule:

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Ryan Berry, owner, and Vance Liles, MTG Engineers and Surveyors, to rezone on the E PT FR of Block 13, Factory Heights, located in the 500 block of S 8th Street from Commercial to Industrial-2.

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

The adjacent zoning is Commercial north, south, and west, and Industrial-1 to the east. The adjacent land use is vacant land to the south, and west, residential to the north and the rail yard to the east.

Staff recommend for approval of this request.

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

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

Potential Options:

Approved

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

November 3, 2025

ORDINANCE NO. 2025-174

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING ON THE E PT FR OF BLOCK 13, FACTORY HEIGHTS, LOCATED IN THE 500 BLOCK OF SOUTH 8TH STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM COMMERCIAL 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 the E PT FR of Block 13, Factory Heights, located in the 500 block of South 8th Street,** in the City of Texarkana, Bowie County, Texas, from **Commercial 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 Commercial to Industrial-2 on the E PT FR of Block 13, Factory Heights, located in the 500 block of South 8th Street** to the City Council of Texarkana, Texas; and

Whereas, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicant agreed to amend the application from **Commercial to 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 **Commercial 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 the E PT FR of Block 13, Factory Heights, located in the 500 block of South 8th Street** in the City of Texarkana, Bowie County, Texas, from **Commercial 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 **8th day of December, 2025.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

S. 8th Street


I-2
I-2
S 6th St
601
HOLLINGSWORTH, ELGIN
07700003900
CITY OF TEXARKANA
07700003700
COMMERCIAL
MO603G & STG
07700004800
Glass St
BLANKENSHIP, JO603 W
07700004300
CRANFORD, JABARI
07700004000
601
G505EGOS, JASON E
07700005000
S 8th St
HOLMES604602DES SHREVETTE
07700003300
LEGRAND, JEROME ALLEN
07700005100
WILLCO LEASING, LLC
07700003600
S Lelia St
INTERNATIONAL WAREHOUSING
07700003000
TEXARKA

S. 8th Street


1103
S 6th St
601
HOLLINGSWORTH, ELGIN
07700003900
CITY OF TEXARKANA
07700003700
COMMERCIAL
603
G & STG
07700004800
Glass St
BLANKENSHIP, JO
603
W
07700004300
GRANFORD, JABARI
07700004000
601
505
GOS, JASON E
07700005000
S 8th St
HOLMES
604
602
DES SHREVETTE
07700003300
LEGRAND, JEROME ALLEN
07700005100
WOGBOYE, TOYIN ADEBISI
WILLCO LEASING, LLC
07700003600
S Lelia St
INTERNATIONAL WAREHOUSING
07700003000

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.12

Briefing Sheet

Department: Public Works **Action Officer:** Jonathan Wade, City Engineer

Subject: Resolution No. 2025-179 closing and abandoning (20') of right of way, formerly known as Thomas Street, located west of Ann Street and north of Lake Drive, within the Hancocks 1st Addition, and 0.076 acres of surplus property between Lots 16-18 within the Hancocks 1st Addition.

Briefing: 11/10/2025 **Public Hearing:** 12/8/2025 **Council Vote:** 12/8/2025

Item Schedule:

Updates/History of Briefing:

N/A

Executive Summary and Background Information:

The City received a request from Cook Partners for the abandonment of an unopened 20' right-of-way west of Ann Street and North of Lake Drive within the Hancocks First Addition as well as 0.076 acres of surplus property between lots 16-18 within the Hancocks 1st Addition. All of this land has been maintained by the owners of the property as it has been used as part of the back and side yards.

The City has no plans to use this right-of-way or property for future purposes. If abandoned and declared surplus, all of the right-of-way and property will go to Cook Partners.

The City sent out a memorandum to City Departments and Utility representatives. No concerns have been given by utility representatives and there are no issues with closing and abandoning this right-of-way and declaring a portion of the city-owned property as surplus. Attached in the packet is the memorandum and responses.

Potential Options:

Approve abandonment and surplus of property
Not approve abandonment and suruplse of property

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

ORDINANCE NO. 2025- 179

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ABANDONING PART OF AN EASEMENT AND DECLARING SURPLUS A PORTION OF CITY-OWNED PROPERTY OFF NORTH ANN STREET; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, is the recorded owner of property located off of North Ann Street consisting of approximately 7.52 acres; and

WHEREAS, there exists a 20' City easement running along the boundary of N. Ann Street (the "Easement"); and

WHEREAS, the City owns a narrow strip of property running parallel to the Easement and to N. Ann Street (the "City Property"); and

WHEREAS, Cook Partners, Ginger & Charlie, LTD owns property located at 1616 N. Ann Street where they reside (the "Cook Property"); and

WHEREAS, there exists circumstances upon which a portion of the Cook Property home encroaches upon the Easement and City Property; and

WHEREAS, the City Property is such that because of its shape and small area that it cannot be used independently, and does not have a viable use for the City; and

WHEREAS, a portion of the land has been fenced within the adjacent property owner's parameters (prior to the owner's acquisition of the property) and maintained by adjacent property owner Ginger and Charlie Cook, Cook Partners, LTD ("Cook"); and

WHEREAS, the City has discussed selling a portion of this property to resolve maintenance and potential ownership issues that have been created over the past years; and

WHEREAS, the City and Cook desire to resolve the encroachment and maintenance issues to resolve future title issues and cost; and

WHEREAS, the value of the City Property per the Bowie County Appraisal District is $1,200; and

WHEREAS, the City has obtained an estimate from MTG Engineering of the cost associated with abandonment of a portion of the Easement, declaration of surplus for a portion of the City Property, and the survey(s) necessary to accomplish this, and the City, pursuant to the Local Government Code, may take certain actions for fair market value in exchange for the property; and

WHEREAS, based upon the estimated expense of $2,675 from MTG plus the abandonment costs of $750, for a total estimated cost of $3,425, compared to the valuation of the property with the

Bowie County Appraisal District, the City is agreeable to offer a portion of the above defined properties to Cook to resolve the above issues, with the expense to be paid by Cook, which said expense is at or greater than the fair market value of the Property; and

WHEREAS, Cook has agreed to pay for all costs associated with the abandonment of a portion of the easement, declaration of surplus for a portion of the City Property, and the survey(s) necessary to accomplish this; and

WHEREAS, the City Council finds and determines that abandonment of a portion of the Easement, and selling the Surplus Property set forth in **Exhibit "A"** attached hereto to the adjacent property owner for the costs of the abandonment and survey, which is estimated to be $2,675 (an amount equal to or greater than the fair market value of the Properties) is in the best interests of the City and should be approved.

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

SECTION 1: The City Council authorizes abandonment of a portion of the Easement and selling the Surplus Property, as set forth in **Exhibit "A"** attached hereto, to the adjacent property owner, for the costs of the abandonment and survey to be paid by Cook, which is estimated to be $2,675 (an amount equal to or greater than the fair market value of the Properties).

SECTION 2: The City Manager is hereby authorized to execute any and all documents necessary to effectuate the abandonment of a portion of the Easement and selling the Surplus Property set forth in **Exhibit "A".**

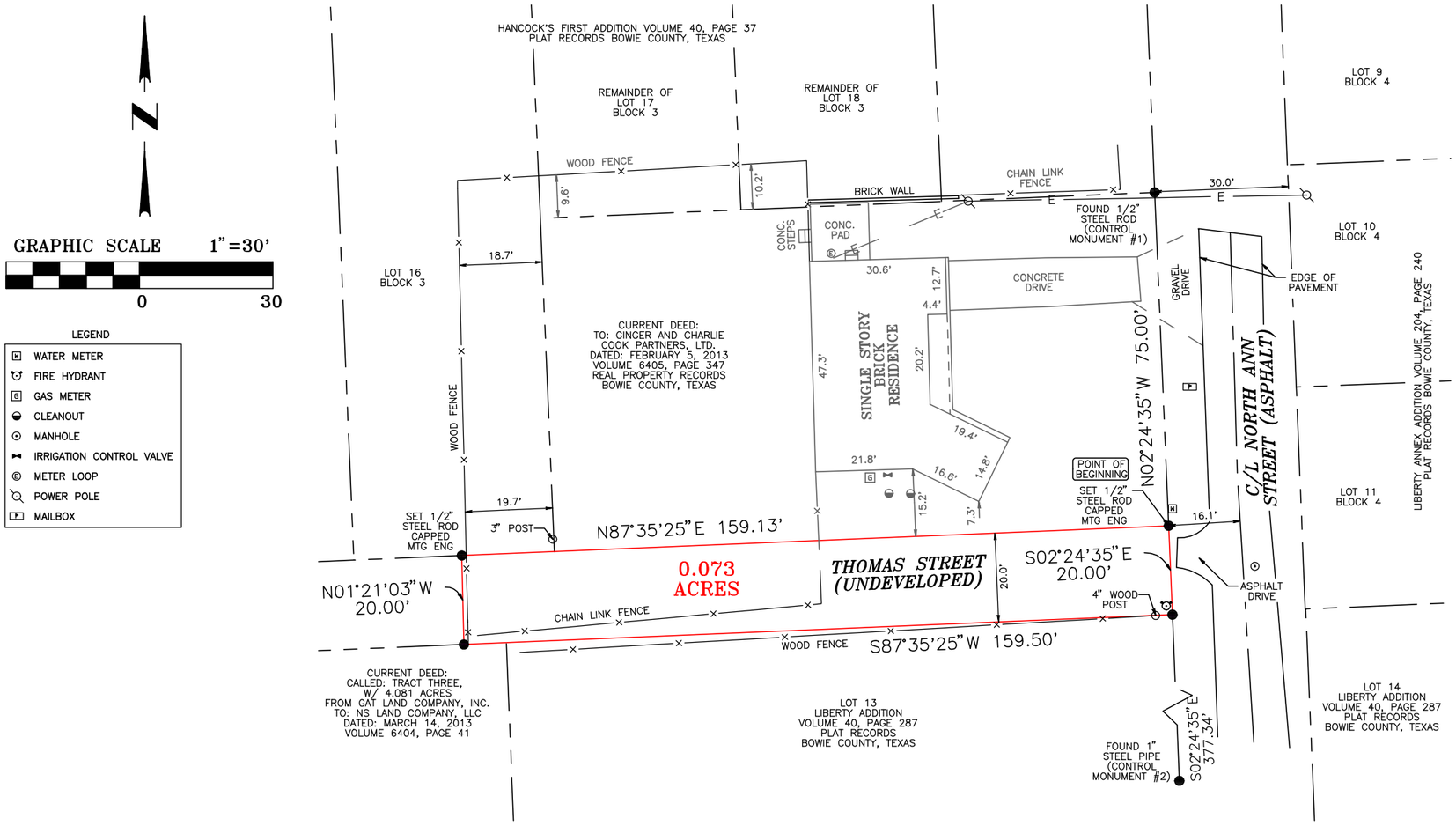
SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **8th day of December, 2025.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR



Property Description
0.073 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the J. W. Johnson Headright Survey, Abstract 308, Bowie County, Texas, being a part of Thomas Street right-of-way, lying South of Block 3 of Hancock's First Addition to the City of Texarkana, Bowie County, Texas, according to the plat recorded in Volume 40, Page 37 of the Plat Records of Bowie County, Texas, same being all of, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod set for a corner, capped MTG ENG, lying at the intersection of the West right-of-way line of the said North Ann Street and the North right-of-way line of Thomas Street, the Southeast corner of that certain tract of land described in the Sheriff's deed to Ginger and Charlie Cook Partners, LTD, dated February 5, 2013, recorded in Volume 6405, Page 347 of the Real Property Records of Bowie County, Texas;

THENCE South 02 degrees 24 minutes 35 seconds East a distance of 20.00 feet along the East right-of-way line of the said Thomas Street and the West right-of-way-line of North Ann Street to a 1/2 inch steel rod set for a corner, capped MTG ENG, the Northeast corner of Lot 13 of Liberty Addition, according to the plat recorded in Volume 40, Page 287 of the Plat Records of Bowie County, Texas;

THENCE South 87 degrees 35 minutes 25 seconds West a distance of 159.50 feet along the South right-of-way line of the said Thomas Street, the North line of the said Lot 13, and the North line of that certain tract of land described as Tract Three, with 4.081 acres in the deed from GAT Land Company, Inc. to NS Land Company, LLC, dated March 14, 2013, recorded in Volume 6404, Page 41 of the Real Property Records of Bowie County, Texas;

THENCE North 01 degrees 21 minutes 03 seconds West a distance of 20.00 feet across and through the said Thomas Street to a 1/2 inch steel rod set for a corner, capped MTG ENG, lying in the North right-of-way line of the said Thomas Street, and the South line of Lot No. 16 of the said Block 3;

THENCE North 87 degrees 35 minutes 25 seconds East a distance of 159.13 feet along the North right-of-way line of the said Thomas Street and the South line of the said Block 3 to the point of beginning and containing 0.073 acres of land, at the time of this survey.

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 02 DEGREES 24 MINUTES 35 SECONDS EAST. THE FOLLOWING CONTROL MONUMENTS WERE USED TO ESTABLISH THE BASIS OF BEARINGS:

CONTROL MONUMENT #1
N=7222563.5930
E=3320679.0690

CONTROL MONUMENT #2
N=7222166.6000
E=3320695.7750

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.

SURVEYOR CERTIFICATE:

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON SEPTEMBER 15, 2025. THAT THIS PLAT (MAP OR DRAWING) SUBSTANTIALLY COMPLIES WITH THE CURRENT PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS & LAND SURVEYORS, 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 GINGER & CHARLIE COOK PARTNERS, LTD 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.

JEFFREY A. WOOD
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6220, STATE OF TEXAS
FIRM CERTIFICATE NO. 101011-00
DATE: OCTOBER 10, 2025

STATE OF TEXAS
REGISTERED
JEFFREY A. WOOD
#6220
PROFESSIONAL LAND SURVEYOR

NOTE:

1.) SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. SURVEYOR DID NOT RESEARCH FOR EASEMENTS OF RECORD OR NOT OF RECORD.

2.) ALL MONUMENTS ARE SET 1/2" STEEL RODS, CAPPED MTG ENG, UNLESS OTHERWISE INDICATED.

BOUNDARY SURVEY

0.076 ACRES IN THE
J. W. JOHNSON HEADRIGHT SURVEY
BOWIE COUNTY, TEXAS

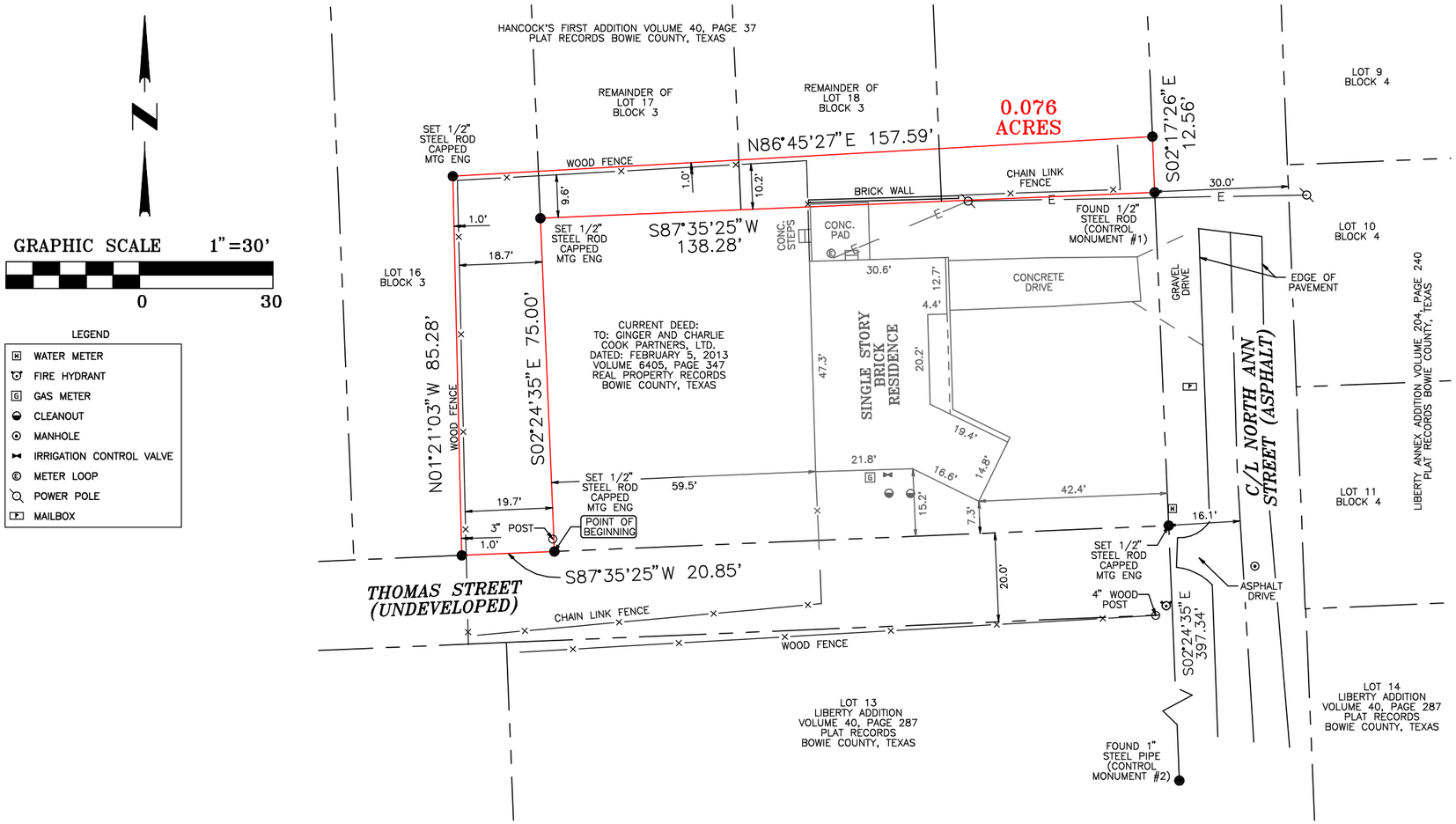
Date	Revision/Description

Drawn By	Checked By	Project No.	Dwg. Date
BW	JW	252237	9/16/2025

File No. 252237 | Sheet No. 1 OF 1

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

X:\2025 Projects\252237 1616 N Ann St\252237 row.pro
Fri Oct 10, 2025 3:54PM



Property Description
0.076 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the J. W. Johnson Headright Survey, Abstract 308, Bowie County, Texas, being a part of Lots 16, 17 and 18, Block 3 of Hancock's First Addition to the City of Texarkana, Bowie County, Texas, according to the plat recorded in Volume 40, Page 37 of the Plat Records of Bowie County, Texas, same being all of, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod set for a corner, capped MTG ENG, lying in the North right-of-way line of Thomas Street (undeveloped), the Southwest corner of that certain tract of land described in the Sheriff's deed to Ginger and Charlie Cook Partners, LTD, dated February 5, 2013, recorded in Volume 6405, Page 347 of the Real Property Records of Bowie County, Texas, same being the Southwest corner of the said Lot 17 and the Southeast corner of the said Lot 16;

THENCE South 87 degrees 35 minutes 25 seconds West a distance of 20.85 feet along the South line of the Lot 16 and the North right-of-way line of the said Thomas Street to a 1/2 inch steel rod set for a corner, capped MTG ENG;

THENCE North 01 degrees 21 minutes 03 seconds West a distance of 85.28 feet across the said Lot 16 to a 1/2 inch steel rod set for a corner;

THENCE North 86 degrees 45 minutes 27 seconds East a distance of 157.59 feet across and through the said Lots No. 16, 17, and 18 to a 1/2 inch steel rod set for a corner, capped MTG ENG, lying in the West right-of-way line of North Ann Street;

THENCE South 02 degrees 17 minutes 26 seconds East a distance of 12.56 feet along the West right-of-way line of the said North Ann Street to a 1/2 inch steel rod found for a corner, the Northeast corner of the said Cook Partners tract;

THENCE South 87 degrees 35 minutes 25 seconds West a distance of 138.28 feet along the North line of the said Cook Partners tract to a 1/2 inch steel rod set for a corner, capped MTG ENG, the Northwest corner of the said Cook Partners tract;

THENCE South 02 degrees 24 minutes 35 seconds East a distance of 75.00 feet along the West line of the said Cook Partners tract to the point of beginning and containing 0.076 acres of land.

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 02 DEGREES 24 MINUTES 35 SECONDS EAST. THE FOLLOWING CONTROL MONUMENTS WERE USED TO ESTABLISH THE BASIS OF BEARINGS:

CONTROL MONUMENT #1
N=7222563.5930
E=3320679.0690

CONTROL MONUMENT #2
N=7222166.6000
E=3320695.7750

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.

SURVEYOR CERTIFICATE:

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON SEPTEMBER 15, 2025. THAT THIS PLAT (MAP OR DRAWING) SUBSTANTIALLY COMPLIES WITH THE CURRENT PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS & LAND SURVEYORS, 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 GINGER & CHARLIE COOK PARTNERS, LTD 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.

JEFFREY A. WOOD
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6220, STATE OF TEXAS
FIRM CERTIFICATE NO. 101011-00
DATE: OCTOBER 10, 2025

STATE OF TEXAS
REGISTERED
JEFFREY A. WOOD
#6220
PROFESSIONAL
LAND SURVEYOR

NOTE:

1.) SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. SURVEYOR DID NOT RESEARCH FOR EASEMENTS OF RECORD OR NOT OF RECORD.

2.) ALL MONUMENTS ARE SET 1/2" STEEL RODS, CAPPED MTG ENG, UNLESS OTHERWISE INDICATED.

BOUNDARY SURVEY

0.076 ACRES IN THE
J. W. JOHNSON HEADRIGHT SURVEY
BOWIE COUNTY, TEXAS

Date	Revision/Description

Drawn By	Checked By	Project No.	Dwg. Date
BW	JW	252237	9/16/2025

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

File No. 252237
Sheet No. 1 OF 1

X:\2025 Projects\252237 1616 N Ann St\252237 surplus.pro
Fri Oct 10, 2025 3:32PM

CITY OF
TEXARKANA
Public Works Department
TEXAS

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

October 17th, 2025

City Departments and Utility Representatives

Re: Proposed ROW Abandonment

The City of Texarkana, Texas has received a letter from Ginger & Charlie Cook at 1616 N Ann Street requesting the abandonment and closure of a 20' ROW formerly known as Thomas Street in the Hancocks 1st Addition.

Please refer to the attachments and provide any comments to me by October 31st, 2025 if you are in favor of abandonment.

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

Sincerely,

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

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

Application for Public R.O.W. Abandonment

Type:

___Street ✓Alley___ Other

Purpose of Abandonment: Take in land into property - Thomas Street - Hancock 1st Addition

Applicant/Agent Information:

Name: Ginger & Charlie Cook Partners

Address: 3803 S Lake Dr Texarkana, TX 75501

Phone: (903) 838-5379 Fax: (903) 838-9439 Work E-mail: CRCook@CookBrewing.com

Required Documents needed to proceed with review:

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

Required Documents needed prior to City Council Meeting:

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

Note: Partial abandonment requests will not be accepted.

Greg Cook
Applicant's Printed Name

Applicant's Signature

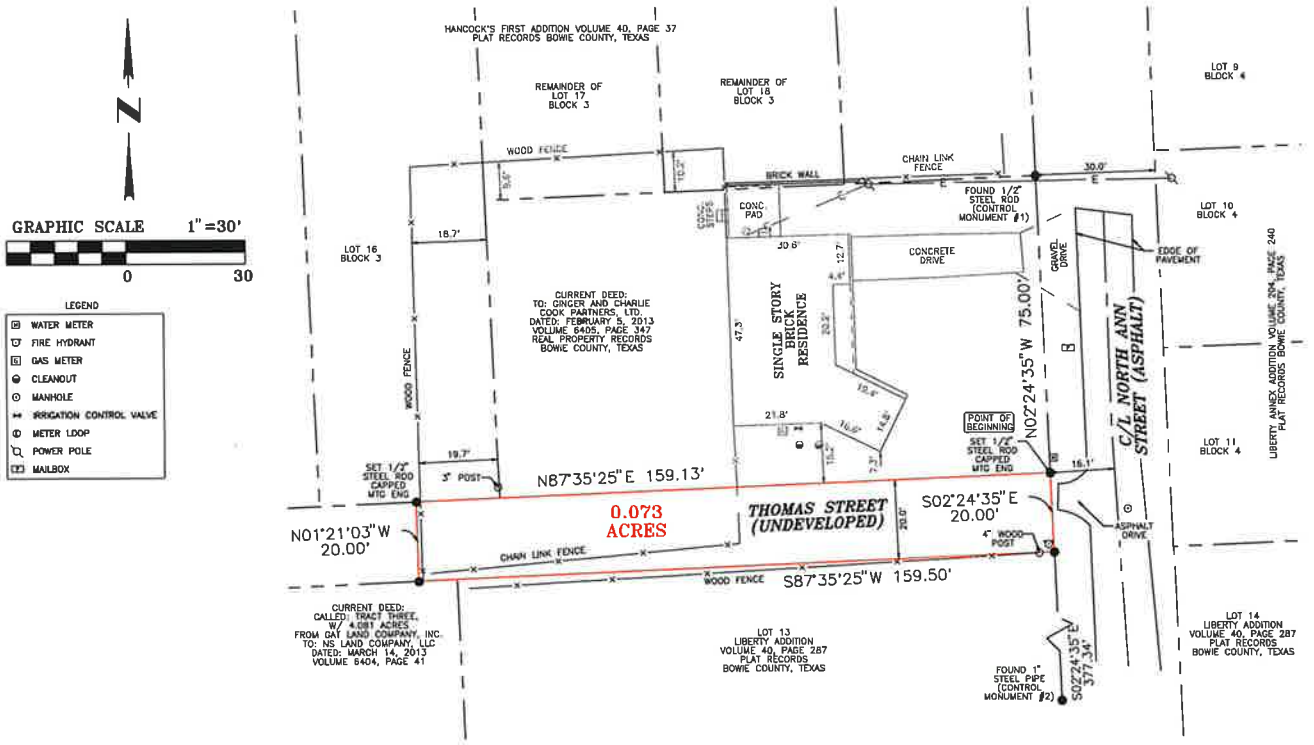
10/3/25
Date

Application Fee: $750

Application Fee Paid: _____

Received by: _____

Receipt No.: _____



Property Description
0.073 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the J. W. Johnson Headright Survey, Abstract 308, Bowie County, Texas, being a part of Thomas Street right-of-way, lying South of Block 3 of Hancock's First Addition to the City of Texarkana, Bowie County, Texas, according to the plat recorded in Volume 40, Page 37 of the Plat Records of Bowie County, Texas, same being all of, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod set for a corner, capped MTG ENG, lying at the intersection of the West right-of-way line of the said North Ann Street and the North right-of-way line of Thomas Street, the Southeast corner of that certain tract of land described in the Sheriff's deed to Ginger and Charlie Cook Partners, LTD, dated February 5, 2013, recorded in Volume 6405, Page 347 of the Real Property Records of Bowie County, Texas;

THENCE South 02 degrees 24 minutes 35 seconds East a distance of 20.00 feet along the East right-of-way line of the said Thomas Street and the West right-of-way line of North Ann Street to a 1/2 inch steel rod set for a corner, capped MTG ENG, the Northeast corner of Lot 13 of Liberty Addition, according to the plat recorded in Volume 40, Page 287 of the Plat Records of Bowie County, Texas;

THENCE South 87 degrees 35 minutes 25 seconds West a distance of 159.50 feet along the South right-of-way line of the said Thomas Street, the North line of the said Lot 13, and the North line of that certain tract of land described as Tract Three, with 4.081 acres in the deed from GAT Land Company, Inc. to NS Land Company, LLC, dated March 14, 2013, recorded in Volume 6404, Page 41 of the Real Property Records of Bowie County, Texas;

THENCE North 01 degrees 21 minutes 03 seconds West a distance of 20.00 feet across and through the said Thomas Street to a 1/2 inch steel rod set for a corner, capped MTG ENG, lying in the North right-of-way line of the said Thomas Street, and the South line of Lot No. 16 of the said Block 3;

THENCE North 87 degrees 35 minutes 25 seconds East a distance of 159.13 feet along the North right-of-way line of the said Thomas Street and the South line of the said Block 3 to the point of beginning and containing 0.073 acres of land, at the time of this survey.

SURVEYOR CERTIFICATE:

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON SEPTEMBER 15, 2025. THAT THIS PLAT (MAP OR DRAWING) SUBSTANTIALLY COMPLIES WITH THE CURRENT PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS & LAND SURVEYORS, 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 GINGER & CHARLIE COOK PARTNERS, LTD 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.

JEFFREY A. WOOD
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6220, STATE OF TEXAS
FIRM CERTIFICATE NO. 101011-00
DATE: OCTOBER 10, 2025

STATE OF TEXAS
JEFFREY A. WOOD
#6220
PROFESSIONAL LAND SURVEYOR

NOTE:
1.) SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. SURVEYOR DID NOT RESEARCH FOR EASEMENTS OF RECORD OR NOT OF RECORD.
2.) ALL MONUMENTS ARE SET 1/2" STEEL RODS, CAPPED MTG ENG. UNLESS OTHERWISE INDICATED.

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 02 DEGREES 24 MINUTES 35 SECONDS EAST, THE FOLLOWING CONTROL MONUMENTS WERE USED TO ESTABLISH THE BASIS OF BEARINGS:

CONTROL MONUMENT #1
N=7222583.5830
E=3320679.0690

CONTROL MONUMENT #2
N=7222188.8000
E=3320685.7750

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.

BOUNDARY SURVEY

0.076 ACRES IN THE
J. W. JOHNSON HEADRIGHT SURVEY
BOWIE COUNTY, TEXAS

Date	Revision/Description

Drawn By	Checked By	Project No	Dwg Date
BN	JW	252237	9/16/2025

MTG ENGINEERS &SURVEYORS
5830 SUMMERHILL ROAD TEXARKANA, TX
P. 903.838.8533 www.mtgengineers.com
TBPE FIRM NO. F-354 AR COA NO. 125
© MTG 2025

File No. 252237 | Sheet No. 1 OF 1

X:\2025 Projects\252237 1818 N Ann St\252237 row.pro
Fri Oct 10, 2025 3:54PM

2025-179 ATTH 01

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

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

MEMORANDUM

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

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

Date: October 20, 2025

Re: **Thomas St. 20' ROW Abandonment – Hancocks First Addition**

The Utility staff has reviewed the above referenced request for a ROW abandonment and has the following comments:

1. The Utility does not have any water or sewer mains in this section of ROW to be abandoned.
2. The Utility does not oppose the abandonment of this section of ROW.
3. The size and location of the existing water and sewer main has not been field verified. The developer's representative shall field verify the size and location of the existing utilities before any construction.

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

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

Texarkana Water Utilities is an equal opportunity provider and employer

TEX-Wade, Jonathan

From: Brandon Brooks <bbrooks@summitutilities.com>
Sent: Monday, October 20, 2025 10:30 AM
To: TEX-Wade, Jonathan
Subject: RE: [EXTERNAL EMAIL] Proposed Hancocks 1st ROW Abandonment

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

Summit has no facilities affect on the ROW. Thanks

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

From: TEX-Wade, Jonathan <jonathan.wade@texarkanatexas.gov>
Sent: Friday, October 17, 2025 3:32 PM
To: TWU-McBride, Len <len.mcbride@txkusa.org>; TWU-Icenhower, Kenny <Kenny.Icenhower@txkusa.org>; Latham, Michael A <michael.a.latham@windstream.com>; chris.jackson@windstream.com; brandon.k.mccormick@windstream.com; Zac Pianalto <zspianalto@aep.com>; Brandon Brooks <bbrooks@summitutilities.com>; joe.langley@sparklight.biz; Katie Hall <Katie.Hall@rittercommunications.com>; tray.mcneill@rittercommunications.com; dmcdowell@swrea.com; Stephanie Green <sgreen@conterra.com>; Adam Keahey <akeahey@conterra.com>; Tod Corbin <todc@bcec.com>
Subject: [EXTERNAL EMAIL] Proposed Hancocks 1st ROW Abandonment

All,

The City has received a request to abandon a 20' ROW formerly known as Thomas Street within the Hancocks 1st Addition. Please review the attached documents and provide me with your comments by October 31st. If you have any questions, feel free to contact me at any time.

Thank you,

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

If you received this message in error, please do not read, copy, or share it. Instead, please notify the sender immediately and permanently delete all copies in your possession.

TEX-Wade, Jonathan

From: Tray McNeill <Tray.McNeill@rittercommunications.com>
Sent: Monday, October 20, 2025 7:48 AM
To: TEX-Wade, Jonathan; TWU-McBride, Len; TWU-Icenhower, Kenny; Latham, Michael A; chris.jackson@windstream.com; brandon.k.mccormick@windstream.com; Zac Pianalto; bbrooks@summitutilities.com; joe.langley@sparklight.biz; Katie Hall; dmcdowell@swrea.com; Stephanie Green; Adam Keahey; Tod Corbin
Subject: Re: Proposed Hancocks 1st ROW Abandonment

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

Ritter is clear!

Tray McNeill
ENTERPRISE CONSTRUCTION MANAGER - WEST
Mobile: 870.243.4459
Email : tray.mcneill@rittercommunications.com

From: TEX-Wade, Jonathan <jonathan.wade@texarkanatexas.gov>
Sent: Friday, October 17, 2025 3:32 PM
To: TWU-McBride, Len <len.mcbride@txkusa.org>; TWU-Icenhower, Kenny <Kenny.Icenhower@txkusa.org>; Latham, Michael A <michael.a.latham@windstream.com>; chris.jackson@windstream.com <chris.jackson@windstream.com>; brandon.k.mccormick@windstream.com <brandon.k.mccormick@windstream.com>; Zac Pianalto <zspianalto@aep.com>; bbrooks@summitutilities.com <bbrooks@summitutilities.com>; joe.langley@sparklight.biz <joe.langley@sparklight.biz>; Katie Hall <Katie.Hall@rittercommunications.com>; Tray McNeill <Tray.McNeill@rittercommunications.com>; dmcdowell@swrea.com <dmcdowell@swrea.com>; Stephanie Green <sgreen@conterra.com>; Adam Keahey <akeahey@conterra.com>; Tod Corbin <todc@bcec.com>
Subject: Proposed Hancocks 1st ROW Abandonment

You don't often get email from jonathan.wade@texarkanatexas.gov. Learn why this is important

CAUTION: This is an external e-mail originating outside of Ritter Communications. Do not click on links or open any attachments unless you recognize the sender and know the content is safe. Please contact IT if you received this warning and the sender address appears to be an employee of Ritter Communications.

All,

TEX-Wade, Jonathan

From: Zac Pianalto <zspianalto@aep.com>
Sent: Wednesday, October 29, 2025 8:30 AM
To: TEX-Wade, Jonathan; Dusty Wiley
Subject: RE: Proposed Hancocks 1st ROW Abandonment

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

Good morning Jonathan,

SWEPCO has no objections to abandoning the Thomas St ROW located on the south side of 1616 N Ann St. SWEPCO does have one electric pole located on the north side of 1616 N Ann St.
Thank you,

SOUTHWESTERN ELECTRIC POWER COMPANY
ZAC PIANALTO | ENGINEER
ZSPIANALTO@AEP.COM | C:903.826.5027
3708 W 7TH ST, TEXARKANA, TX 75501-6324

From: TEX-Wade, Jonathan <jonathan.wade@texarkanatexas.gov>
Sent: Friday, October 17, 2025 3:32 PM
To: TWU-McBride, Len <len.mcbride@txkusa.org>; TWU-Icenhower, Kenny <Kenny.Icenhower@txkusa.org>; Latham, Michael A <michael.a.latham@windstream.com>; chris.jackson@windstream.com; brandon.k.mccormick@windstream.com; Zac Pianalto <zspianalto@aep.com>; bbrooks@summitutilities.com; joe.langley@sparklight.biz; Katie Hall <Katie.Hall@rittercommunications.com>; tray.mcneill@rittercommunications.com; dmcdowell@swrea.com; Stephanie Green <sgreen@conterra.com>; Adam Keahey <akeahey@conterra.com>; Tod Corbin <todc@bcec.com>
Subject: [EXTERNAL] Proposed Hancocks 1st ROW Abandonment

All,

The City has received a request to abandon a 20' ROW formerly known as Thomas Street within the Hancocks 1st Addition. Please review the attached documents and provide me with your comments by October 31st. If you have any questions, feel free to contact me at any time.

Thank you,

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

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:	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

VIII.13

Briefing Sheet

Department: Planning, Community Dev. & Health **Action Officer:**

Subject: Resolution No. 2025-182 approving the DRAFT CDBG PY2024 Consolidated Annual Performance Evaluation Report.

Briefing: 11/10/2025 **Public Hearing:** **Council Vote:** 12/8/2025

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:

RESOLUTION NO. 2025 – 182

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL PERFORMANCE EVALUATION REPORT AND AUTHORIZING THE CITY MANAGER TO SUBMIT SAID REPORT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the U. S. Department of Housing and Urban Development has provided the City of Texarkana, Texas, with Community Development Block Grant (CDBG) funds; and

WHEREAS, the City of Texarkana, Texas, hereby gives notice that the DRAFT of the Community Development Block Grant 2024 Program Year (Fiscal Year 2025) Consolidated Annual Performance Evaluation Report (CAPER) will be available for public review and comment; and

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

WHEREAS, the City Council held a public hearing on the DRAFT CAPER during its regular meeting on December 8, 2025, for all interested persons or groups to formally present their comments for inclusion in this report; and

WHEREAS, the City Council has determined it to be appropriate to approve the Community Development Block Grant 2024 Program Year CAPER.

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

SECTION 1: The Community Development Block Grant 2024 Program Year Consolidated Annual Performance Evaluation Report (CAPER) is hereby approved.

SECTION 2: The City Manager is hereby authorized to submit said Community Development Block Grant 2024 Program Year Consolidated Annual Performance Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development and provide such additional information as may be required.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **8th day of December, 2025.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR



City of Texarkana, Texas
CAPER

Consolidated Annual Performance Evaluation Report

Community Development Block Grant Program
October 1, 2024 through September 30, 2025
Program Year 2024

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

CR-05 - Goals and Outcomes

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

During CDBG Program Year 2023 (October 1, 2023 – September 30, 2024= PY23), the City of Texarkana had a total of $720,970 in CDBG resources to address various community needs. These funds included carryover resources in the amount of $345,261 from prior allocations, $13,658 in Program Income and $362,051 for the Program Year 2023 allocation. The City expended $145,292.82 leaving an unexpended balance at the beginning of the 2024 program year of $330,978.

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

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Housing Affordability - Homebuyer Assistance	Affordable Housing	CDBG: $	Direct Financial Assistance to Homebuyers	Households Assisted	1	0	0.00%	2	0	0.00%
Housing Affordability - Homeowner Housing Rehab	Affordable Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	3	3	100.00%	2	0	0.00%

Increase Capacity of Public Service - Homelessness	Homeless	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	50		0	0	
Increase Capacity of Public Service - Homelessness	Homeless	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	
Increase Capacity of Public Service - Homelessness	Homeless	CDBG: $	Other	Other	1	1	100.00%	1	1	100.00%
Planning and Administration	Planning and administration	CDBG: $	Other	Other	1	1	100.00%	1	1	100.00%
Public Facility - Neighborhood Revitalization	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	50	50	100.00%	50	50	100.00%
Public Infrastructure Improvements - Neighborhood	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	50	50	100.00%	50	150	300.00%
Public Service - General Services Programs	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	46	98	213.04%	36	98	272.22%

Public Service - General Services Programs	Non-Housing Community Development	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	
Public Service - Youth Services	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	25	25	100.00%	25	25	100.00%

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

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan,

giving special attention to the highest priority activities identified.

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

Administration - $72,285: Administration of CDBG program to provide services to LMI &/or homeless individuals/families

Public Service - MT Litter Program $8,765: Litter program for downtown area

Public Service - Haven Homes Men Shelter $10,027: Supplies for Haven Homes Men Shelter LMI

Public Service - The Scholars $15,437.72: Supplies for Youth Services LMI

Public Service – Randy Sams Outreach Shelter $10,000: Supplies for Homeless Overnight Shelter

Public Service – Pol Care $17,309.54: Supplies for Youth Services LMI

Public Infrastructure Improvements - $37,524: Sidewalks in LMI City Areas

Public Infrastructure Improvements- $18,074: Tree Planting in LMI City Areas

Public Infrastructure Improvements - $2,811: Community Gardens installed/improved for LMI neighborhoods in Beverly, New Town and Rosehill.

Public Infrastructure Improvements- $13,890: Island Landscaping in LMI City Areas

Public Facility Improvements - $32,318: Randy Sams Outreach Shelter Upgraded Awning and Lighting

Public Facility Improvements - $46,881: Kidtopia Park Upgrades to include accessible equipment in LMI Area

Public Facility Improvements - $114,565: Southwest Center Upgrades to basketball court and bleachers in LMI Area

Demolition of Slum & Blight – $13,362: Demolition of Slum & Blight at 1611 Atlanta Street in LMI Neighborhood

Affordable Housing / Housing Repairs - $39,064: Habitat for Humanity repaired houses in LMI City Areas

CR-10 - Racial and Ethnic composition of families assisted

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

	CDBG
White	152
Black or African American	177
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	**329**
Hispanic	11
Not Hispanic	318

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

Narrative

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

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

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	372,667	443,312

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Beverly Community Revitalization	37	19	
City-Wide	4	3	For Housing Rehab and & Homeowner Assistance
Downtown Area	39	63	
Rose Hill Redevelopment Area			

Table 4 – Identify the geographic distribution and location of investments

Narrative

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

In PY2024, expenditures included:

Downtown area:

Litter program, coffee shop, sidewalks/trees.

Kidtopia Park Upgrades to include accessible equipment in LMI Area

Planting of trees

Upgrades to sidewalks

Other LMI Areas: Down payment assistance to 1 LMI household. Public services are implemented with Texarkana Homeless Coalition to provide a one-stop shop for homeless people to receive needed services. Community garden work completed in Rosehill, Beverly, and New Town neighborhoods.

Leveraging

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

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

- $ 440,000 EPA Brownfields Multi-Purpose Grant
- $ 900,000 EPA Brownfields Revolving Loan Fund
- $ 200,000 EPA Brownfields Petroleum Assessment Grant
- $ 200,000 EPA Brownfields Hazardous Materials Assessment Grant
- $ 100,000 NEA Grant for Downtown redevelopment

CR-20 - Affordable Housing 91.520(b)

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

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	3	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**3**	**0**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	2	0
Number of households supported through Acquisition of Existing Units	1	0
Total	**3**	**0**

Table 6 – Number of Households Supported

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

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

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

Discuss how these outcomes will impact future annual action plans.

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

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

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

Table 7 – Number of Households Served

Narrative Information

The city operates a Homebuyers Assistance Program to increase affordable housing in LMI neighborhoods. Additionally, the city is actively involved with mortgage lenders as a part of the Community Advisory Committee to increase access to affordable housing products & loan services in Texarkana. The city made available a First Time Home Buyer Down Payment Assistance Grants Program in Program Year 2022 (October 1, 2022 – September 30, 2023) that require eligibility determination and is currently available in PY2024.

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

The city has several infrastructure projects including over 30,000 LF of new sidewalks & ramps to increase access/safety/mobility for persons with disabilities.

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

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

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

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

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

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

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

Addressing the emergency shelter and transitional housing needs of homeless persons

Emergency Housing, Transitional Housing & Rapid Re-Housing:

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

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

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

CDBG funding was used to meet outcomes associated with the Program Year 2024 Action Plan. Specifically, the City focused on providing support through Public Services to non-profits associated with the Homeless Coalition, its partnership with the Texas Homeless Network and Texas Balance of State Continuum of Care. The City worked closely with Randy Sams Outreach Shelter and Mission Texarkana by administering the Continuum of Care Grant. The City made payments directly to the non-profit providers of Rapid Rehousing and Case Management services.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The elderly, frail elderly, persons with disabilities, persons with alcohol or other drug addictions, persons with HIV/AIDS & their families, public housing residents, & victims of domestic violence present a range of complex problems that put them at greater risk of severe income limitations & homelessness. These populations have a much more difficult time finding, securing, & maintaining adequate housing & necessary social services. The city serves as the fiscal agent for a CoC – Rapid Re-Housing grant administered through RSOS & MT. These agencies provided rapid housing &/or case management under the CoC grant. The program moved from a Transitional Housing model to a Rapid Rehousing model as of March 1, 2015. In both cases, the program meets the needs of these residents by providing case management, counseling, life skills training, & assistance for job seekers. The program assists these persons & families learn self-sufficiency. These formerly homeless persons transition gradually to paying their own rent. They are considered permanently housed at the point that they are paying their own way. CDBG funding was used to meet outcomes associated with the Program Year 2024 Action Plan. Specifically, the City focused on assisting three (6) non-profits under Public Services. The City worked closely with RSOS, Texarkana Homeless Coalition, Mission Texarkana, Pol Care, The Scholars, and Haven Homes Men's Shelter to provide services such as life skills, job training and youth programs that are

designed to improve the lives of homeless persons & provide help in gaining self-sufficiency.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The primary goal for serving special needs populations is to assist public & nonprofit agencies in expanding & enhancing their provision of housing & services to the elderly, disabled & dually/multiply diagnosed, persons with HIV/AIDS, victims of domestic violence, & persons with addictions. The city recognizes services required by special-needs populations often overlap with the housing needs & supportive services for the homeless as identified & addressed throughout the Consolidated Plan. CDBG funding was used to meet outcomes associated with the Program Year 2024 Action Plan. Specifically, the city focused on assisting three (5) non-profits under Public Services: RSOS, THC, Pol Care, The Scholars, Haven Homes Men Center & Mission Texarkana to provide services such as life skills, job training & youth programs that are designed to improve the lives of homeless persons & provide help in gaining self-sufficiency. The City made payments directly to the non-profit providers of Public Services. Future Action Plans will also incorporate the use of CDBG funding to meet goals & objectives related to ending homelessness.

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

Actions taken to address the needs of public housing

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

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

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

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

HATT's community centers, an active communications program, & frequent, positive resident engagement encourages residents to seek out & use services offered & participate in the management of public housing in Texarkana. HATT transitioned to a referral-based system ensuring that public housing residents have access to services provided by federal, state, local, &/or non-profit agencies, including educational resources like GED preparation & computer skills training through the Literacy Council, vocational & job training programs offered through Workforce Solutions, Texarkana Community College, & Texas A&M Texarkana, financial management skills training, childcare, & other relevant support services. These programs help to connect residents to information that can help them to obtain better paying jobs & greater financial literacy. By buying down some of the mortgages of homes built with Hope VI funds, & providing information on home purchasing options to residents, HATT can improve home ownership rates in some of the poorest neighborhoods of the city. Staff continue to work closely with HATT to improve resident engagement & homeownership. Additionally, the city continues to educate lenders & HATT personnel on the availability of First Time Home Buyer Down Payment Assistance through the CDBG program. CDBG funding was used to meet outcomes associated with the Program Year 2024 Action Plan in Public Housing as Administrative planning funds. Future Action Plans may incorporate the use of CDBG funding to meet goals and objectives related to the support of Public Housing.

Actions taken to provide assistance to troubled PHAs

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

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

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

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 & provide 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 of the Fair Housing Act.
- Monitor code compliance with 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.

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

The city will work with its community partners to assist LMI 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 taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

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, homebuyer clients, HOME program 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. The city distributes lead-based paint information at several events throughout the year, i.e., Rosehill Neighborhood Celebration, neighborhood association meetings, farmers market events, etc. The information is also provided in the downpayment & closing cost program packets.

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

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 includes 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 about poverty levels.

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

City staff work 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 year, the Planning & Community Development Department will 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 taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

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 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.

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

As part of the City's plan to utilize Community Development Block Grant and other funds, the City is committed to addressing issues of fair housing choice. A detailed list of the actions taken during the

past five years is provided above and in the body of the plan. The list below, based on the findings of the Analysis of Fair Housing, Texarkana, Texas commits to the following actions, many of which are a continuation of existing actions:

Impediment A: The primary area of minority and low-income concentration is located in the core of the city with fewer amenities than the newer areas of town.

Action Step A1: The City will continue to focus virtually all of its non-public service CDBG funds to enhance the area's infrastructure in order to improve the commercial and mixed-use viability of the area. This will bring more amenities to the area in the form of improved recreational opportunities, improved employment opportunities, better mobility, less flooding, and improved retail access.

Impediment B: Incomes are lower and unemployment higher for minority residents.

Action Step B1: The City will continue to work on expanding job opportunities through the recruitment of corporations, the provision of incentives for local corporations seeking to expand, and other private sector activities aimed at reducing unemployment and expanding the base of higher income jobs.

Action Step B2: Emphasize recruitment for jobs that best mirror the job skills and education levels of those populations most in need of jobs, i.e. high school education, GED's and in some instances, community college or technical training.

Action Step B3: Increase the GED, high school graduation, technical training, and college matriculation rates among residents by collaborating with the TISD, Texarkana Community College, and Texas A&M to assess how the City can provide assistance and support to improving graduate rates in the high school and improve the rates of students entering college and completing successfully.

Impediment C: Lack of access to healthy, affordable food choices within the high minority and high low-income area inside the loop.

Action Step C1: Continue to evaluate funding sources and continue to apply for USDA Food Desert and other related grant funding.

Action Step C2: Continue progress in addressing "Food Desert" areas. Suggested solutions include increasing the number of supermarkets, farmers' markets, and community gardens.

CR-40 - Monitoring 91.220 and 91.230

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

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

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

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

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

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

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

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

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

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City gave notice that the Draft of the PY2024 Caper would be available for public review & comment at:

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

The comment period for this review will begin on November 10 and will run through December 1, 2025, during regular business hours. The Draft Caper was also available on the Texarkana, Texas website (www.ci.texarkana.tx.us) for the duration of the comment period. Public meetings were conducted in accordance with the Texas Open Meetings Law (V.T.C.A. Government Code 551) & in accordance with the Americans with Disabilities Act 42 USC 12101 (1991). The facility is wheelchair accessible & handicap parking is available. Requests for sign interpretive services are available upon request, which must be received at least 48 hours prior to the meeting. Spanish translation was available. Citizen comments are included as an attachment to this document.

Comments received during the comment period & the Public Hearing December 8th City Council Meeting will be attached, as will the minutes for that meeting.

CR-45 - CDBG 91.520(c)

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

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

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

No

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

CR-58 – Section 3

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

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

Table 8 – Total Labor Hours

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

Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

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

Attachment

PR26 Texarkana PY2024

Financial Summary PY2024 Txk

Txk PY2024 Cover Page



City of Texarkana, Texas
CAPER

Consolidated Annual Performance Evaluation Report

Community Development Block Grant Program
October 1, 2024 through September 30, 2025
Program Year 2024

Txk PY2024 Public Notice

Notice of Public Comment

The City of Texarkana, Texas hereby gives notice that the DRAFT of the Community Development Block Grant 2024 Program Year *Consolidated Annual Performance Evaluation Report (CAPER)* will be available for public review/comment. The Department of HUD requires all recipients of CDBG funds to submit an annual report. All interested persons or groups are encouraged to review the DRAFT CAPER & formally present their comments for inclusion in this report.

The CAPER DRAFT can be reviewed during the 15 Day Public Comment Period at the following location during regular business hours between November 10 to December 1, 2025:

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

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

The City will hold a Public Hearing for the CAPER will occur on December 8, 2025. Citizens are asked to present their comments at this Public Hearing or to submit written comments to the City by 5:00 p.m. December 8, 2025.

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

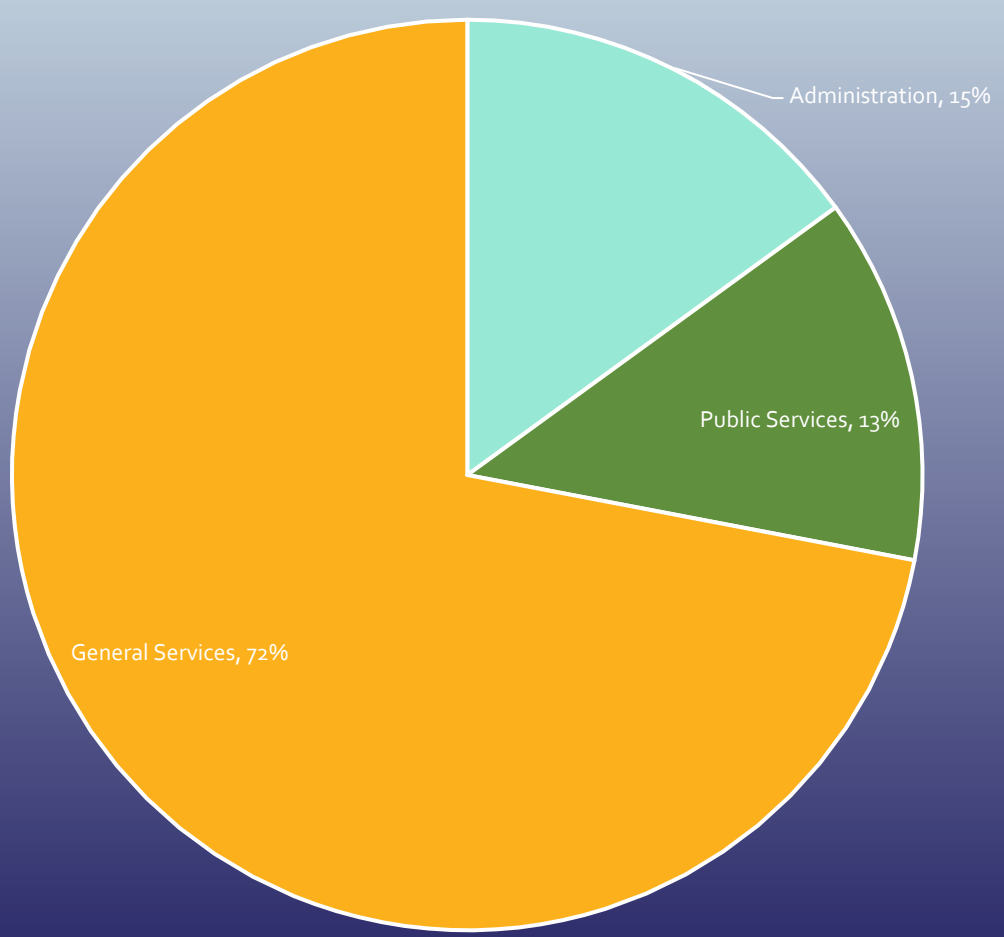
CITY OF TEXARKANA TEXAS

CDBG CAPER Report

CDBG CAPER Report

- The annual report includes expenditures and accomplishments for the 2024 Community Development Block Grant (CDBG) Action Plan (October 1, 2024 -- September 30, 2025)
- Public Comment Period (November 10th – December 1st, 2025)
- Public Hearing on Monday, December 8th

PY2024 Expenditures



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

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

	Project/Activity	Status	Percent	Funded	Drawn Current Year	
CDBG:	Down Payment Assistance	Completed	0%	10,000.00	-	10,000.00
	Public Service - Mission Texarkana Job Training	Completed	5%	20,000.00	8,765.00	11,235.00
	Public Service - Haven Homes	Completed	2%	10,027.00	10,027.00	-
	Public Service - The Scholars	Completed	4%	18,000.00	15,437.72	2,562.28
	Public Service - Randy Sams Outreach Shelter	Completed	2%	10,000.00	10,000.00	-
	Public Service - Pol Care	Completed	2%	17,309.54	17,309.54	-
	Sidwalks	Completed	7%	37,524.00	37,524.00	-
	Tree Planting	Completed	4%	18,074.00	18,074.00	-
	Community Gardens	Completed	1%	2,811.00	2,811.00	-
	Island Landscaping	Completed	3%	13,890.00	13,890.00	-
	Parks - Kidtopia Park	Open	22%	109,000.00	46,881.00	62,119.00
	Randy Sams Shelter Upgrades	Completed	6%	32,318.00	32,318.00	-
	Southwest Center Basketball Court & Bleachers	Open	28%	139,500.00	114,565.00	24,935.00
	Demoliton of Slum & Blight	Completed	5%	25,000.00	13,362.00	11,638.00
	Housing Repairs - Habitat for Humanity	Open	20%	100,000.00	39,064.00	60,936.00
	Administration (Max 20%)	Completed	15%	72,285.00	72,285.00	-
	TOTAL			635,738.54	452,313.26	183,425.28

CDBG PY2024 Allocation:	$372,668.00
CDBG Prior Year Rollover Funds:	$300,264.49
Total:	$672,932.49
New CDBG PY2025 Rollover Funds:	$220,619.23

Citizens are asked to present their comments at this Public Hearing for inclusion in the report or to submit written comments for inclusion in the report to the Department of Planning and Community Development, City of Texarkana, Texas 220 Texas Boulevard, P.O. Box 1967, Texarkana, Texas 75504. Comments may be mailed or delivered to this office before 5:00 p.m. December 1, 2025

√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:

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

IX.1

Briefing Sheet

Department: Development Services **Action Officer:**

Subject: Ordinance No. 2025-138 granting a Specific Use Permit to allow one additional use of permanent cosmetics on an approximate 0.82-acre tract of land (being Tract 10), M.E.P.&P. RWY CO HRS, A-428, located at 5604 Summerhill Road, Suite #5. Jason Nguyen, owner, and Bryanna Boone, agent.

Briefing: **Public Hearing:** 11/10/2025 **Council Vote:** 11/10/2025

Item Schedule:

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Jason Nguyen, owner, and Bryanna Boone, agent for a Specific Use Permit to allow one additional use for permanent cosmetics on an approximate 0.82-acre tract of land (being Tract 10) M.E.P.&P. RWY CO HRS, A-428, located at 5604 Summerhill Road. The property is zoned Commercial.

The Future Land Use Map has designated this property as “Office Institutional”.

The adjacent zoning is Commercial to the north, Neighborhood Service south, General Retail west, and Single Family-2 to the east. The adjacent land usage is businesses to the north and south, residential east and vacant land to the west.

A Specific Use Permit is required to allow permanent cosmetics in the Commercial zoning district.

Staff recommends for approval of this request with the following stipulations:

1. That the owner/or any employee performing the application of tattooing procedures be currently licensed by the State and meet all Federal, State and City licensing laws and health regulations. (A copy of the current license must be provided to the City prior to the opening of the business).
2. That if any complaints concerning minors or any violations of the regulations listed above occur, the City has the right to revoke the Specific Use Permit.

3. If this use ever ceases at this location, the City may revoke the Specific Use Permit that allows a tattoo studio.
4. That the sale of tobacco products or drug paraphernalia is prohibited.
5. That any remodeling of the current building must meet all city codes and require licensed contractors.
6. That no painting of the windows or the building with advertisement or graphic art.

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

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

Potential Options:

Approve, deny or table

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request with stipulations

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommend for approval of this request with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

October 6, 2025

ORDINANCE NO. 2025-138 S-812

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-812 TO ALLOW ONE ADDITIONAL USE OF TATTOOING/PERMANENT COSMETICS IN A TENANT SPACE ON AN APPROXIMATE 0.82-ACRE TRACT OF LAND (BEING TRACT 10), M.E.P.&P. RWY CO HRS, A-428, LOCATED AT 5604 SUMMERHILL ROAD, SUITE #5, 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 one additional use of **tattooing/permanent cosmetics in a tenant space on an approximate 0.82-acre tract of land (being Tract 10), M.E.P.&P. RWY CO HRS, A-428, located at 5604 Summerhill Road, Suite #5**, 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 tattooing/permanent cosmetics** on said property; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-812** to allow the location of one additional use of **tattooing/permanent cosmetics in a tenant space on an approximate 0.82-acre tract of land (being Tract 10), M.E.P.&P. RWY CO HRS, A-428, located at 5604 Summerhill Road, Suite #5**, in the City of Texarkana, Bowie County, Texas.

SECTION 2: That the following stipulations are hereby imposed and made a part of this ordinance:

1. That the owner/or any employee performing the application of tattooing procedures be currently licensed by the State and meet all Federal, State and City licensing laws and health regulations. (A copy of the current license must be provided to the city prior to the opening of the business).
2. If any complaints concerning minors or any violations of the regulations listed above occur, the City has the right to revoke the Specific Use Permit.
3. If this use ever ceases at this location, the city may revoke the Specific Use Permit that allows a tattoo studio.
4. That the sale of tobacco products or drug paraphernalia is prohibited.
5. That any remodeling of the current building must meet all city codes and require licensed contractors.
6. That no painting of the windows or the building with advertisement or graphic art.

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

SECTION 4: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

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

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

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

5604 Summerhill Road, Suite 5



5604 Summerhill Road, Suite 5



August 24, 2025
Planning & Zoning Commission and City Council
City of Texarkana, Texas
220 Texas Blvd.
Texarkana, TX 75501

Re: Opposition to request to allow "tattooing" as an additional use (Summerhill/Moores corridor)

Dear Commissioners and Council Members:

On behalf of Texarkana Summerhill-Moores, LLC (the "Owner"), I submit this letter in formal opposition to the application to allow "tattooing" as an additional use at the subject property along the Summerhill Road/Moores Lane corridor. The Owner is the fee owner of approximately 7.5 acres directly across the street that is being positioned for Class A/A+ professional development. In addition, the Owner operates a professional office approximately one-quarter mile north of the subject site.

1) Incompatible with the corridor's professional character and planned A/A+ investment

This segment of Summerhill Road functions as a professional office and institutional corridor. Introducing a personal-services use of this nature undercuts the professional image and predictability that current investors, owners, lenders, and tenants rely upon. It also undermines the market positioning of the Owner's across-the-street 7.5-acre tract, whose business case depends on a cohesive, up-market environment to attract medical, legal, financial, and other professional users.

2) Value and Fiscal Risk to Adjacent Land and the City's Tax Base (External Obsolescence)

For adjacent and facing properties, value is tied to **conformity** and brand consistency. A use with late hours, higher customer turnover, and retail-oriented storefront/signage aesthetics will be read by the market as a shift from a professional corridor toward a mixed retail strip. That perception widens cap rates and compresses achievable rents, reduces the anchor-tenant pool, and increases investor discounting for external obsolescence—**effects that delay or down-scope the Owner's A/A+ plan and reduce the site's highest-and-best-use**. When the site underbuilds or is deferred, the **City's fiscal base is harmed**: lower assessed values and lower-intensity development

permanently shrink **ad valorem property-tax revenue**, diminish permit/impact-fee collections, and reduce the employment and daytime population the corridor would otherwise support. In short, the requested use would not only damage the development feasibility and value of the Owner's acreage, it would also **depress the City's long-run tax base** for this corridor.

3) Operating characteristics that conflict with a Class A/A+ environment

Tattoo studios typically involve:

- Later evening hours and weekend activity;
- Walk-in/short-stay turnover rather than scheduled professional appointments;
- Distinctive window treatments/signage incongruent with professional standards;
- Potential loitering between appointments and increased off-peak parking demand.

Even with good operators, these characteristics are not aligned with the aesthetics, security expectations, and branding standards necessary for A/A+ office development and leasing.

4) Addressing existing non-office tenants (donut shop & CrossFit)

We recognize there is a corner donut shop and a CrossFit in the center. Those are limited, exception uses—an end-cap food-service tenant with a drive-through and primarily morning traffic, and a membership-based fitness use with scheduled class bursts. By contrast, a tattoo studio is a late-hour, walk-in personal-services use with distinctive storefront and signage characteristics that shift the center's identity toward a retail strip. With two non-office uses already present, approving a third would create a cumulative change in character that materially undermines the corridor's professional identity and the feasibility of Class A/A+ development on the Owner's 7.5 acres directly across the street.

5) Precedent and cumulative effects

Approving this application will set a precedent for additional personal-services or retail-type uses seeking similar treatment. The cumulative effect is a step-down of the corridor's professional identity, which would irreversibly impair the marketability of Class A/A+ projects across the street and nearby.

Request

For these reasons, the Owner respectfully requests that the Planning & Zoning Commission recommend denial and that the City Council deny the request.

If, notwithstanding neighborhood concerns, the City is inclined to approve, we request approval be limited by strict conditions consistent with a professional corridor, including at minimum:

- Specific Use Permit limited to appointment-only operations;
- Hours not later than 6:00 p.m. on weekdays; closed Sundays;
- Professional-standard signage only
- No outdoor waiting; no amplified music; anti-loitering policy posted and enforced;
- Parking plan prohibiting spillover to neighboring lots and the right-of-way;
- Compliance with all health/biohazard handling and disposal requirements;
- One-year review clause with revocation upon violations.

Formal written protest

Please accept this letter as a formal written protest of the proposed change. We ask that this protest be included in the official record and that any applicable supermajority voting standard be observed.

Respectfully submitted,

Bobby Cox
Authorized Agent for Texarkana Summerhill-Moores, LLC
5940 Summerhill Road
Texarkana, TX 75503

email to Laura

NOTICE OF PUBLIC HEARINGS

Public hearings will be held by the Planning and Zoning Commission and the City Council of the City of Texarkana, Texas at the below stated date and time. The Public Hearings will be held in the Council Chambers, Municipal Building, 220 Texas Blvd, (3rd & Texas) Texarkana, Texas to consider a proposed change in zoning classification as indicated below. According to the Tax Records, you are the owner of property within the area of the proposed change or within 200 feet of that property. THIS IS NOT A SUMMONS TO APPEAR AT THE HEARINGS. If you care to attend, you will be given an opportunity to be heard. If additional information is desired, please contact the Planning Department at (903) 798-3945.

PLANNING & ZONING COMMISSION: Hearing Date: TUESDAY, SEPTEMBER 2, 2025 Hearing Time: 6:00 pm

CITY COUNCIL: Hearing Date: MONDAY, OCTOBER 13, 2025 Hearing Time: 6:00 pm

- If they desire, persons concerned with the proposed change can present a letter in opposition to or in favor of the proposed change. If a written protest in opposition to a proposed change contains the signatures of persons who own twenty (20) percent or more of the land within 200 feet of the proposed change, a 3/4th vote of the City Council will be required. To be considered, the letter must be received and filed before or at the Planning and Zoning Commission Meeting. (The letter can be emailed to lpuckett@texarkanatexas.gov).



OWNER: Jason Nguyen, owner, and Bryanna Boone, agent

OWNER'S ADDRESS: 3321 Richmond Road, Texarkana, Texas 75503

LOCATION OF REZONING: 5604 Summerhill Road, Suite #5, Texarkana, Texas 75501

PROPOSED CHANGE: to allow one additional use of tattooing

LEGAL DESCRIPTION: on an approximate 0.82-acre tract of land (being Tract 10), M,E.P.&P. RWY CO HRS, A-428

CASE NUMBER: S-812 DATE MAILED: August 14, 2025

CITY OF
TEXARKANA
Zoning Department
TEXAS

220 Texas Blvd, 3rd Floor
Texarkana, TX 75501
Phone (903) 798-3945
Fax (903) 794-1257
www.texarkanatexas.gov

Zoning District Definitions

Refer to chapter 140 of the City's Zoning Ordinance for complete definitions of districts and permitted uses. (Zoning setbacks are not building setbacks. Building setbacks are 5' minimum from any line)

A - Agriculture District – Single Family homes on 1 acre or more of land; ranches, farms, stables, public utility facilities, country clubs, schools, churches, green houses, and other agricultural related uses. (Side-15' – Front 25'– Rear-10')

SF-1 – Single Family Dwelling District 1 – Uses permitted in A district plus single family homes on lots of 12,000 square feet (SF) or more. (Side-10% Minimum 8' –Front -25' –Rear-10')

SF-2 – Single Family Dwelling District 2 – Uses permitted in SF-1 District plus single family homes on lots of 7,200 SF or more. (Side-10% Minimum 6' –Front -25' –Rear-10')

SF-3 – Single Family Dwelling District 3 – Uses permitted in SF-2 district plus single family homes on lots of 5,000 SF or more, modular or factory fabricated dwelling, HUD code manufactured homes subject to a specific location and specific use permit (SUP). (Side-10% Minimum 5' –Front -25' –Rear-10')

PUR – Planned Unit Residential – Single family homes on lots intended as Garden Homes, 3,750 SF or more, Zero lot line homes/ patio homes, 5,000-6,000 SF or more. Subdivision must note housing type. Not to exceed 6 homes per gross acre over 2 acres, 8 homes under 2 acres. (Side, Front, Rear – See approved site plan)

2F-1 - Two Family Dwelling District 1 – Uses permitted in SF-3 district plus two-family dwelling units (duplexes) on lots of 10,000 SF or more. (Side-10% Minimum 6' –Front -25' –Rear-10')

2F-2 – Two Family Dwelling District 2 – Uses permitted in 2F-1 district plus duplexes on lots of 6,000 SF or more. (Side-10% Minimum 6' –Front -25' –Rear-10')

TH – Townhouse Dwelling District – Uses permitted in 2F-2 district plus townhouses on lots of 2,000 SF or more; not to exceed 14 ½ dwelling units per gross acre. (Side-5' – Front 25'– Rear-10')

MF–1 - Multiple Family Dwelling District 1 – uses permitted in the TH district plus apartments are not to exceed 24 units per gross acre, row houses no to exceed 21 units per gross acre, hospitals, boarding, and rooming houses. (Side-10% Minimum 5' –Front -25' –Rear-10')

MF–2 - Multiple Family Dwelling District 2 – Uses permitted in MF-1 district plus apartments not to exceed 27 units per gross acre, fraternity or sorority houses, kindergarten, nursery or day school, nursing home, commercial parking lot with specific approval of City Council, high rise apartments. (Side-10% Minimum 5' –Front -25' –Rear-10')

{for side yard maximum requirements see table 140.141 * Multi-family buildings have minimum 15' between buildings * corner lots not less than 15' for street sides * a garage entered from an alley shall have 15' minimum rear yard}

P – Parking District - Single family detached homes, parking lots (private and public), nursing homes, and schools. (Side-5' – Front 15'-- Rear-0)

O – Office District - Uses permitted in P district plus banks, savings, and loan offices, fraternity or sorority houses, museums or art galleries, kindergarten, day cares, medical offices, general business offices, hotels, and motels. (Side-5' – Front 15'-- Rear-0)

NS – Neighborhood Services - Uses permitted in MF-2 and O districts plus theater, antique shop, bakery, barber, beauty shop, camera shop, drug store, food store, hardware store, restaurant (no drive-in service), greenhouse or nursery. (Side-5' – Front 15'-- Rear-0)

GR – General Retail District – Uses permitted in NS district plus gas stations, new and used automobile sales, service and display, amusement parks, swim or tennis clubs, private club with specific approval of city council, bus stations, parking lots, auto parts sales (indoor), department store, general retail uses as specified in the zoning ordinance, per clinic. (Side-5' – Front 15'-- Rear-0)

LC – Limited Commercial District – Uses permitted in GR district plus auto glass or seat cover shop, commercial golf course, indoor pistol or rifle range, office/ warehouse (no outside storage), and plumbing shops (with a specific use permit). (Side-5' – Front 15'-- Rear-0)

CB – Central Business District - Uses permitted in LC District plus storage yards, dance hall or night club, commercial golf course, private club, roller skating ring, drive in theater, freight terminal, rail yards, muffler shop, auto repairing and painting, outdoor new and used auto sales lots, advertising signs, bakery, building material, cabinet shops, and other light manufacturing uses, warehouse. (Side-5' – Front 0-- Rear-0)

C – Commercial District – uses permitted in LC district plus hatchery, tire retreading plant, auto storage or auction, truck parking lot, private stables, contractors storage yard, manufacturing laboratory, open air sales, mobile home sales or rental, wholesale storage facilities, heavy machinery sales and storage. (Side-5' – Front 15'-- Rear-0)

I–1 - Industrial District 1 – all uses permitted in C district with the exception of Single Family homes, duplexes and attached single family housing plus outdoor sale and storage of auto parts and accessories, refinery, oil and gas well, light manufacturing. (Side-0 Lot Line – Front 15'-- Rear-0)

I-2 - Industrial District 2 – Any use except for housing in any form, not prohibited by any other laws or regulations of the Code of Ordinances of the City, County or State of Texas. (Side-0 Lot Line – Front 15'-- Rear-0)

PD - Planned Development District – any permitted use when approved as part of an overall project plan by the City council; subject to conditions as indicated in the City zoning ordinance. {See approved site plan}

SUP - Specific Use Permit – Allows certain specific uses as outlined in the city zoning ordinance, Section 140-81.

Laura Puckett, Zoning Administrator *Phone: 903-798-3945* *lpuckett@texarkanatexas.gov*

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

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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

City of Texarkana, Texas

IX.2

Briefing Sheet

Department: Parks **Action Officer:**

Subject: Resolution No. 2025-144 accepting a donation and approving naming rights of the new Pickleball facility.

Briefing: **Public Hearing:** 11/10/2025 **Council Vote:** 11/10/2025

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:

RESOLUTION NO. 2025-144

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT A DONATION OF ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS ($135,000) FROM THE TEXARKANA PICKLEBALL CLUB, AND TO MATCH ONE HUNDRED TWENTY THOUSAND DOLLARS ($120,000) FROM THE HOTEL OCCUPANCY FUND (FUND 212) FROM FISCAL YEAR 2026 TO BUILD NEW PICKLEBALL COURTS AT THE SOUTHWEST CENTER LOCATED AT 3222 W. 7TH STREET, AND APPROVE NAMING RIGHTS OF THE COURTS AS "ROTARY COURTS"; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texarkana Pickleball Club was established early in 2025 and has grown to 350+ members; and

WHEREAS, the Texarkana Pickleball Club has raised **One Hundred Thirty-five Thousand Dollars ($135,000)** through donations from Wilbur Smith Rotary Club, International Rotary Club, Oaklawn Rotary Club, Cabe Foundation and memberships; and

WHEREAS, the city agrees to match **One Hundred Twenty Thousand Dollars ($120,000)** from the Hotel Occupancy Fund (Fund 212) as new facilities will allow the club to host tournaments that will attract people from out of town to compete; and

WHEREAS, the conceptual drawing of this facility is shown in **Exhibit "A**.

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

SECTION 1: The City Manager is hereby authorized to accept the donation of $135,000 and grant naming rights to the Texarkana Pickleball Club for the new Pickleball Facility located at Southwest Center, as "Rotary Courts**."**

SECTION 2: The City Manager is hereby authorized to match this donation in an amount not to exceed $120,000 from the Hotel Occupancy Fund (Fund 212)

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 October, 2025**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

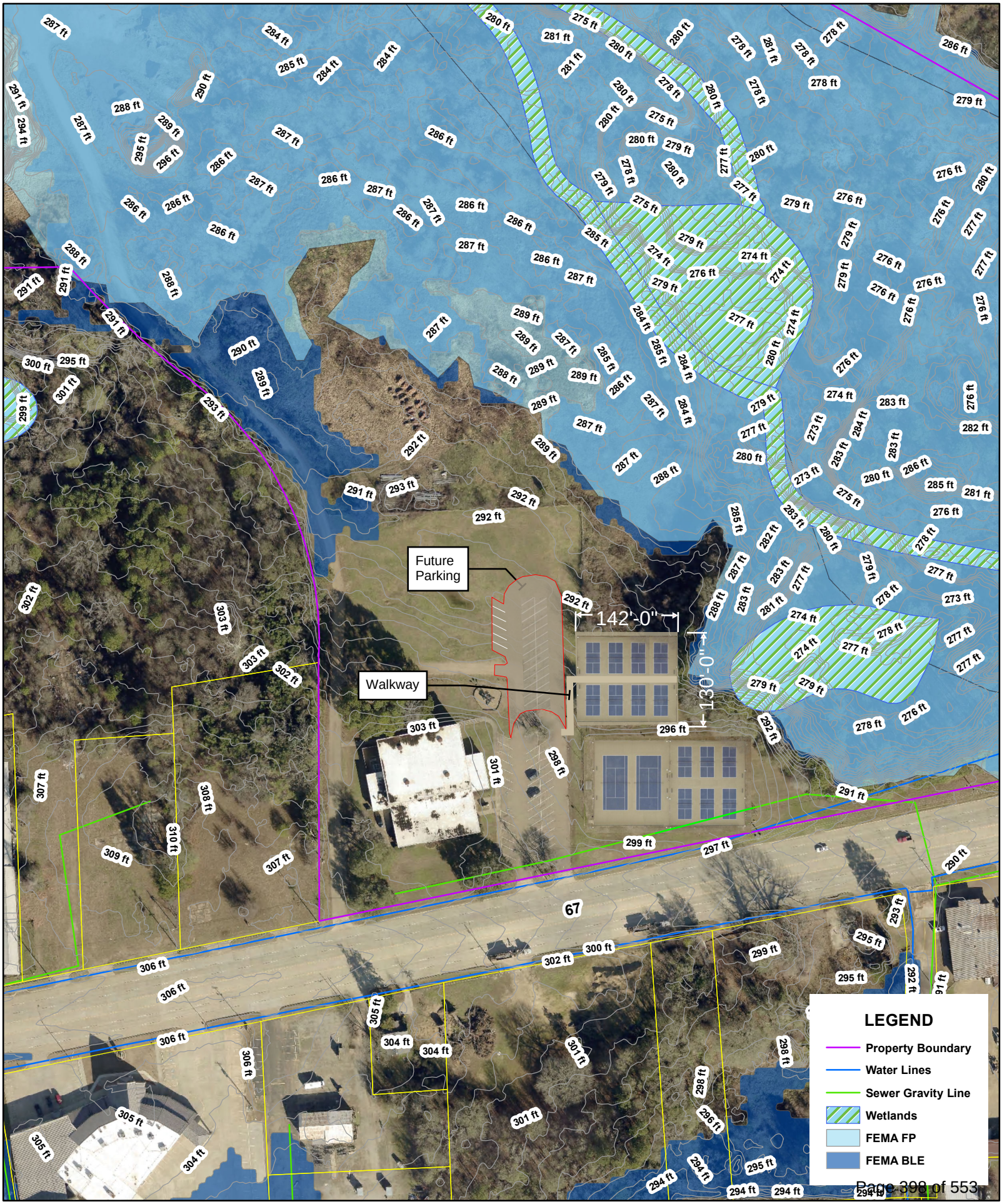
BOB BRUGGEMAN, MAYOR

MTG | ENGINEERS & SURVEYORS

SOUTHWEST CENTER: PROPOSED PICKLEBALL COURTS TEXARKANA, TEXAS

2025-144 ATTH 01

0 75 150 300 Feet



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

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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

City of Texarkana, Texas

IX.3

Briefing Sheet

Department: Development Services **Action Officer:**

Subject: Ordinance No. 2025-151 rezoning on Lot 14, MC Wades Southwest GDN, located at 2121 Buchanan Road from Single Family-2 to Single Family-3. Prycetta and Norman Jones, owners.

Briefing: **Public Hearing:** 11/10/2025 **Council Vote:** 11/10/2025

Item Schedule:

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Prycetta and Norman Jones, owners, to rezone Lot 14, M.C. Wades Southwest GDN, located at 2121 Buchanan Road from Single Family-2 to Single Family-3.

The Future Land Use Map designates this property as “Flood Plain”.

The adjacent zoning is Single Family-2 to the north, south, and west, Industrial-1 to the east. The adjacent land use is residential to the north, and south, and vacant land 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:

Approve, deny or table

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 recommended for approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

October 6, 2025

ORDINANCE NO. 2025-151

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING ON LOT 14, M.C. WADES SOUTHWEST GDN, LOCATED AT 2121 BUCHANAN ROAD, 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 Lot 14, M.C. Wades Southwest GDN, located at 2121 Buchanan Road,** 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 Lot 14, M.C. Wades Southwest GDN, located at 2121 Buchanan 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 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 Lot 14, M.C. Wades Southwest GDN, located at 2121 Buchanan Road** 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 November, 2025.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

2121 Buchanan Road



2121 Buchanan 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

IX.4

Briefing Sheet

Department: Development Services **Action Officer:**

Subject: Ordinance No. 2025-152 granting a Specific Use Permit allowing the location of a HUD code manufactured home on Lot 14, MC Wades Southwest GDN, located at 2121 Buchanan Road. Prycetta and Norman Jones, owners.

Briefing: **Public Hearing:** 11/10/2025 **Council Vote:** 11/10/2025

Item Schedule:

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Prycetta and Norman Jones, owners, for a Specific Use Permit to allow the location of a HUD code manufactured home on Lot 14, M.C. Wades Southwest GDN, located at 2121 Buchanan Road. The property is zoned Single Family-2.

The Future Land Use Map has designated this property as “Flood Plain”.

The adjacent zoning is Single Family-2 to the north, south, and west, Industrial-1 to the east. The adjacent land use is residential to the north, and south, and vacant land to the east, and west.

Staff recommend approval of this request with the following stipulations:

1. That one 2020 or newer HUD code manufactured home be allowed on this property.
2. That the HUD code manufactured home be tied down/skirted/underpinned.
3. That the HUD code manufactured home be used for dwelling purposes only, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner’s responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

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

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

Potential Options:

Approve, deny or table

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 Commision unanimously recommended for approval of this request with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

October 6, 2025

ORDINANCE NO. 2025-152 S-819

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-819 TO ALLOW THE LOCATION OF A HUD CODE MANUFACTURED HOME ON LOT 14, M.C. WADES SOUTHWEST GDN, LOCATED AT 2121 BUCHANAN 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 location of a HUD code manufactured home **on Lot 14, M.C. Wades Southwest GDN, located at 2121 Buchanan 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 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-819** to allow the location of a HUD code manufactured home on **Lot 14, M.C. Wades Southwest GDN, located at 2121 Buchanan Road**, in the City of Texarkana, Bowie County, Texas.

SECTION 2: The following stipulations are hereby imposed and made a part of this ordinance:

1. That one 2020 or newer HUD code manufactured home be allowed on this property.
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 November, 2025.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

2121 Buchanan Road



2121 Buchanan 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

IX.5

Briefing Sheet

Department: Development Services **Action Officer:**

Subject: Ordinance No. 2025-155 granting a Specific Use Permit to allow the one additional use of tattooing/permanent cosmetics on an approximate 0.82-acre tract of land (being Tract 10), M.E.P.&P. RWY Co, A-428, located at 5604 Summerhill Road, Suite #3. Jason Nguyen, owner and Kayliana Kelley, agent.

Briefing: **Public Hearing:** 11/10/2025 **Council Vote:** 11/10/2025

Item Schedule:

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Jason Nguyen, owner, and Kayliana Kelley, agent for a Specific Use Permit to allow one additional use for tattooing/permanent cosmetics on an approximate 0.82-acre tract of land (being Tract 10) M.E.P.&P. RWY CO HRS, A-428, located at 5604 Summerhill Road, Suite 3. The property is zoned Commercial.

The Future Land Use Map has designated this property as “Office Institutional”.

The adjacent zoning is Commercial to the north, Neighborhood Service south, General Retail west, and Single Family-2 to the east. The adjacent land usage is businesses to the north and south, residential east and vacant land to the west.

A Specific Use Permit is required to allow tattooing/permanent cosmetics in the Commercial zoning district.

Staff recommends for approval of this request with the following stipulations:

1. That the owner/or any employee performing the application of tattooing procedures be currently licensed by the State and meet all Federal, State and City licensing laws and health regulations. (A copy of the current license must be provided to the City prior to the opening of the business).
2. That if any complaints concerning minors or any violations of the regulations listed above occur, the City has the right to revoke the Specific Use Permit.

3. If this use ever ceases at this location, the City may revoke the Specific Use Permit that allows a tattoo studio.
4. That the sale of tobacco products or drug paraphernalia is prohibited.
5. That any remodeling of the current building must meet all city codes and require licensed contractors.
6. That no painting of the windows or the building with advertisement or graphic art.

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

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

Potential Options:

Approve, deny or table

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request with stipulations

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

October 6, 2025

ORDINANCE NO. 2025-155 S-815

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-815 TO ALLOW ONE ADDITIONAL USE OF TATTOOING/PERMANENT COSMETICS ON AN APPROXIMATE 0.82-ACRE TRACT OF LAND (BEING TRACT 10), M.E.P.&P. RWY CO HRS, A-428, LOCATED AT 5604 SUMMERHILL ROAD, SUITE #3, 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 one additional use of **tattooing/permanent cosmetics in a tenant space on an approximate 0.82-acre tract of land (being Tract 10), M.E.P.&P. RWY CO HRS, A-428, located at 5604 Summerhill Road, Suite #3**, 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 tattoo/permanent cosmetic studio** 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-815** to allow the location of one additional use of **tattooing/ permanent cosmetics in a tenant space on an approximate 0.82-acre tract of land (being Tract 10), M.E.P.&P. RWY CO HRS, A-428, located at 5604 Summerhill Road, Suite #3**, in the City of Texarkana, Bowie County, Texas.

SECTION 2: That the following stipulations are hereby imposed and made a part of this ordinance:

1. That the owner/or any employee performing the application of tattooing procedures be currently licensed by the State and meet all Federal, State and City licensing laws and health regulations. (A copy of the current license must be provided to the city prior to the opening of the business).
2. If any complaints concerning minors or any violations of the regulations listed above occur, the City has the right to revoke the Specific Use Permit.
3. If this use ever ceases at this location, the city may revoke the Specific Use Permit that allows a tattoo studio.
4. That the sale of tobacco products or drug paraphernalia is prohibited.
5. That any remodeling of the current building must meet all city codes and require licensed contractors.
6. That no painting of the windows or the building with advertisement or graphic art.

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

SECTION 4: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

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

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

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

5604 Summerhill Road, Suite 3



5604 Summerhill Road, Suite 3



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

IX.6

Briefing Sheet

Department: Development Services **Action Officer:**

Subject: Ordinance No. 2025-157 amending PD-15-2 (MF-2) for site plan approval on a 0.51-acre tract of land and 0.49-acre tract of land (being Tracts 58 & 59), F.V. Evans HRS, A-742, located at 6813 Richmond Road. Nick Hibbs, owner.

Briefing: **Public Hearing:** 11/10/2025 **Council Vote:** 11/10/2025

Item Schedule:

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is an amended request by Nick Hibbs, owner for site plan approval on an approximate 0.51-acre tract of land and a 0.49-acre tract of land (being Tracts 58 & 59) F.V. Evans HRS, A-742, located at 6813 Richmond Road. The current zoning is Planned Development-Multiple Family-2.

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

The adjacent zoning is Single Family-2 to the north, and west, Single Family-1 to the south, and east. The adjacent land use is residential to the north, west, south and east.

The site plan consists of the following:

1. The original site plan was for the construction of three 4,300 sq ft buildings.
2. The access driveway will be off Richmond Road and Jones Lane.
3. Richmond Road driveway/ROW permits must be submitted to TxDOT for approval.
4. There will be 27 parking spaces including 1 handicapped space. Parking spaces shall be a minimum of 180 sq. ft. in size.
5. A 6’ by 8’ monument style sign.
6. Screened dumpster site.
7. Property will have to be platted prior to issuing CO.
8. Privacy or screening landscape should be placed on the south side of the property.

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:

Approve, deny or table

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommend approval of this request with stipulations

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommend for approval of this request with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

October 6, 2025

ORDINANCE NO. 2025-157

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-15-2(MF-2) FOR SITE PLAN APPROVAL ON AN APPROXIMATE 0.51-ACRE AND ON A 0.49-ACRE TRACT OF LAND (BEING TRACTS 58 & 59), F.V. EVANS HRS, A-742, LOCATED AT 6813 RICHMOND ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS an application has been filed requesting the approval of a **site plan (Exhibit 'A') on an approximate 0.51-acre and on a 0.49-acre tract of land (being Tracts 58 & 59), F.V. Evans HRS, A-742, located at 6813 Richmond Road** in the City of Texarkana, Bowie County, Texas; and

WHEREAS the subject property is zoned Planned Development-Multiple Family-2 [PD-15-2(MF-2)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-15-2(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 0.51-acre and on a 0.49-acre tract of land (being Tracts 58 & 59), F.V. Evans HRS, A-742, located at 6813 Richmond Road** in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-

15-2(MF-2).

SECTION 2: PD-15-2(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 original site plan was for the construction of three 4,300 sq. ft. buildings.
2. The access driveway will be off Richmond Road and Jones Lane.
3. Richmond Road driveway/ROW permits must be submitted to TxDOT for approval.
4. There will be 27 parking spaces including one (1) handicapped space. Parking spaces shall be a minimum of 180 sq. ft. in size.
5. A 6' by 8' monument style sign.
6. Screened dumpster site.
7. Property will have to be platted prior to issuing CO.
8. Privacy or screening landscape should be placed on the south side of the property.

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 November, 2025.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

MTG | ENGINEERS & SURVEYORS

PROPOSED PROPERTY
TEXARKANA, TEXAS

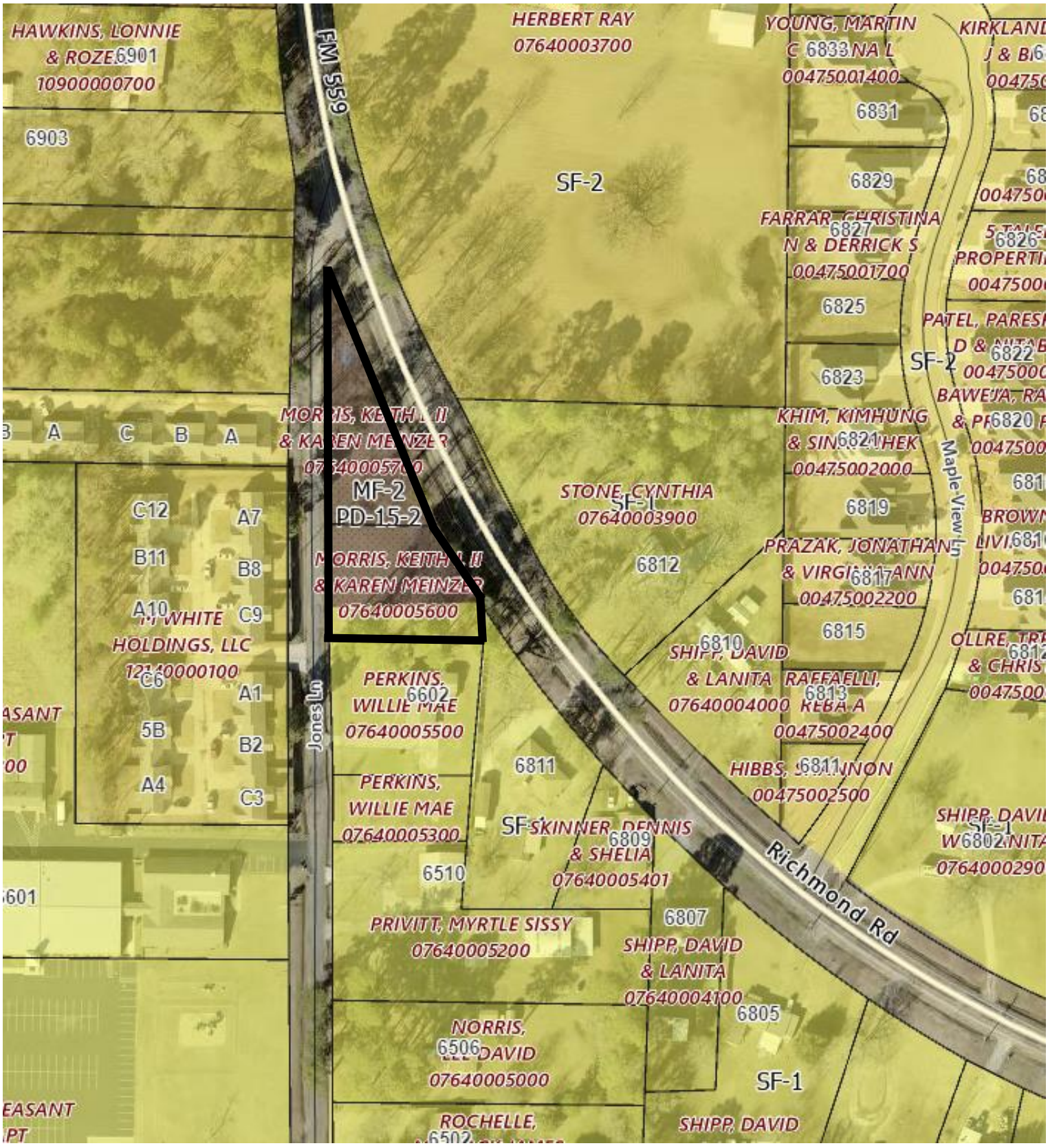
0 25 50 100 Feet



Document Path: X:\2025 Projects\256066 Jones Lane Multifamily\03 GIS\Jones Lane Multifamily.mxd

2025-157 EXH 'A'
Amendment to Pd-15-2 (MF-2)

Intersection Jones Lane and Richmond Road



Intersection Jones Lane and Richmond 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

IX.7

Briefing Sheet

Department: Public Works **Action Officer:**

Subject: Ordinance No. 2025-161 closing and abandoning a 20' alley between Lots 6 and 7 of the Wellsford Subdivision.

Briefing: **Public Hearing:** 11/10/2025 **Council Vote:** 11/10/2025

Item Schedule:

Updates/History of Briefing:

Executive Summary and Background Information:

The City received a request from Silas Thi Mai Anh for the abandonment of an unopened 20' Alley right-of-way east of Norton Street and south of College Drive between lots 6 and 7 of the Wellsford Subdivision. All associated lots adjacent to the abandonment area are owned by Ms. Silas.

If this alley is abandoned, then by policy the right-of-way will be delivered to Ms. Silas.

The City sent out a memorandum to City Departments and Utility representatives. The City has no plans to use this right-of-way for future purposes. No concerns have been given by utility representatives and there are no issues with closing and abandoning this right-of-way. Attached in the packet is the memorandum and responses.

Potential Options:

Approve closure and abandonment
Not approve closure and abandonment

Fiscal Implications:

No fiscal implications

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

Board/Committee Recommendation:

Advisory Board/Committee Meeting Date and Minutes:

ORDINANCE NO. 2025-161

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, CLOSING AND ABANDONING A TWENTY-FOOT (20') ALLEY LOCATED EAST OF NORTON STREET AND SOUTH OF COLLEGE DRIVE, LOCATED BETWEEN LOTS 6 AND 7 OF THE WELLSFORD SUBDIVISION, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been received requesting the City to close and abandon a twenty-foot (20') alley located east of Norton Street and south of College Drive and located between lots 6 and 7 of the Wellsford Subdivision in the City of Texarkana, Bowie County, Texas, as shown on the attached location map hereto and incorporated herein as **Exhibit 'A';** and

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

WHEREAS, based on the responses from all notified parties, the City finds it to be in the best interest of the City to close and abandon the twenty-foot (20') alley located between lots 6 and 7 of the Wellsford Subdivision, east of Norton Street and south of College Drive, as shown on the attached property description and incorporated herein as **Exhibit 'A'**; and

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

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

SECTION 1: The twenty-foot (20') alley right-of-way located east of Norton Street and south of College Drive, located between lots 6 and 7 of the Wellsford Subdivision in the City of Texarkana, Bowie County, Texas, as shown on the map and described in the Alley Abandonment Request (**ATTH 01**) hereto and incorporated herein as **Exhibit "A",** be and is hereby abandoned as a street or public thoroughfare of any kind or character.

SECTION 2: The above-described property is hereby declared surplus and abandoned and the responsibility of the City to maintain said property is hereby terminated.

SECTION 3: 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 hereby 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 November, 2025.**

ATTEST:

_____	_____
JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

CITY OF
TEXARKANA
Public Works Department
TEXAS
220 Texas Blvd
Texarkana, TX 75501
Phone (903) 798-3900

August 1st, 2025

City Departments and Utility Representatives

Re: Proposed ROW Abandonment

The City of Texarkana, Texas has received a letter from Silas Thi Mai Anh requesting the abandonment and closure of a 20' alley located between Lots 6 and 7 of Wellsford Subdivision.

Please refer to the attachments and provide any comments to me by August 15th, 2025 if you are in favor of abandonment.

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

Sincerely,

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

Silas Thi Mai Anh
3414 Garrett Ln
Texarkana, TX 75503

Requesting Abandonment Letter

Dear City of Texarkana,

I've recently purchased 2 pieces of property side by side for my future home & wanting to replat them into 1.

To continue with the replat I was informed to write a letter to request an abandonment of the alley way (pictures before) that runs through the lands.

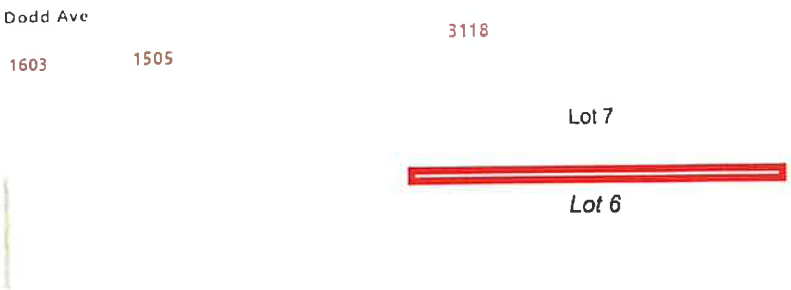
It is currently just tree's & brush with no signs of tampering or landscaping done to it.

If you would like more information or pictures of the Alley way in question please reach out to me by via responding to this email, call or text at 903-701-5526.

I really appreciate y'all taking the time to read this & helping me move forward on my dream home.



3126 Norton St, Texarkana TX 75503



The Red is the area being requested for abandonment.

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

Application for Public R.O.W. Abandonment

Type: J *Street* ___ *Alley* ___ *Other*

Purpose of Abandonment: _____

Applicant/Agent Information:

Name: Mai Anh Silas

Address: 3126 NORTON Texarkana, TX

Phone: ( ) 9037015526 Fax: ( ) _____ Work E-mail: Maianhsilas@gmail.com

Required Documents needed to proceed with review:

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

Required Documents needed prior to City Council Meeting:

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

Note: Partial abandonment requests will not be accepted.

Applicant's Printed Name	Applicant's Signature	Date
	Mai Anh Silas	July 10 7/2025

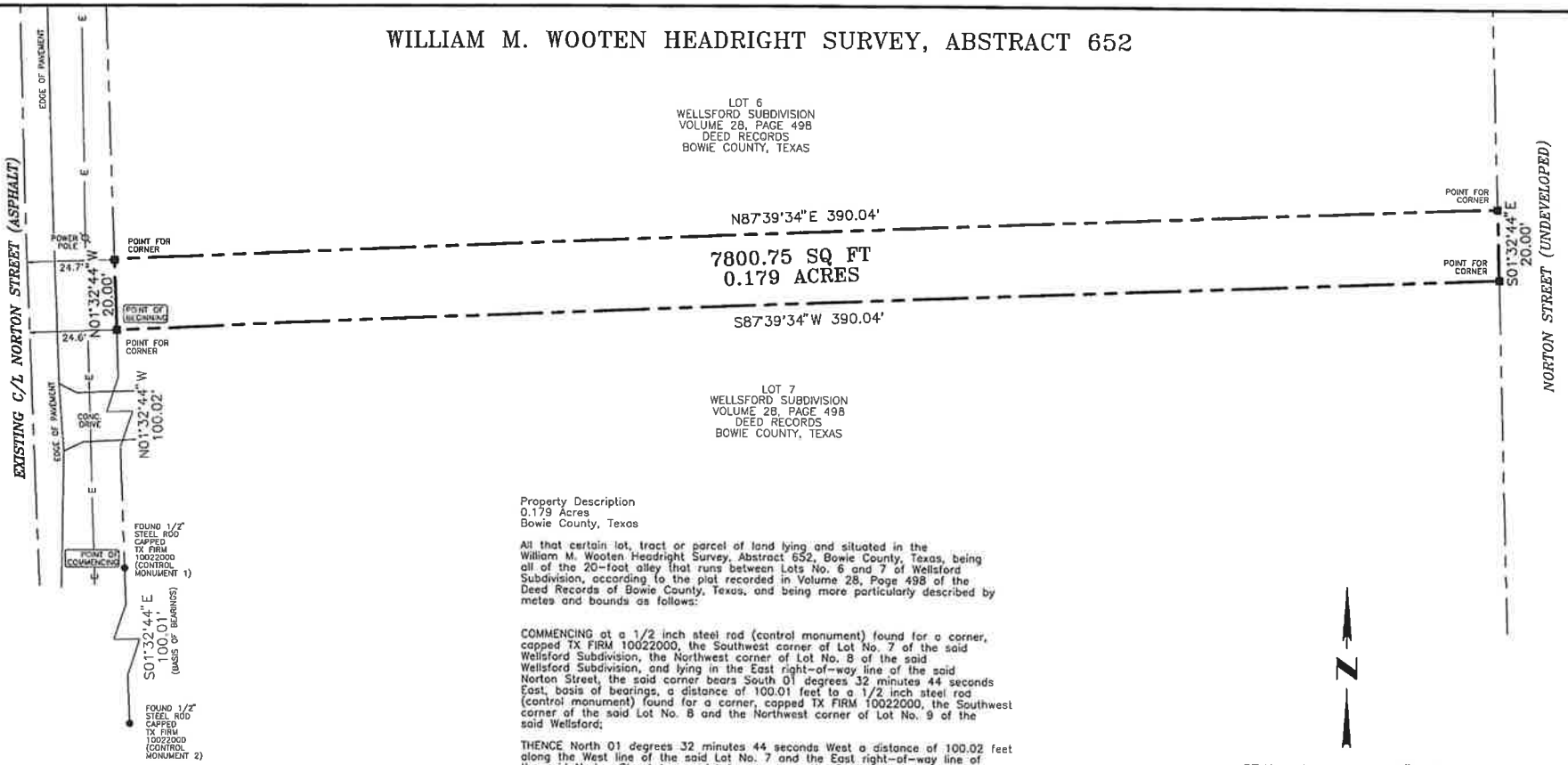
Application Fee: $750

Application Fee Paid: _____

Received by: _____

Receipt No.: _____

WILLIAM M. WOOTEN HEADRIGHT SURVEY, ABSTRACT 652



Property Description
0.179 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the William M. Wooten Headright Survey, Abstract 652, Bowie County, Texas, being all of the 20-foot alley that runs between Lots No. 6 and 7 of Wellsford Subdivision, according to the plat recorded in Volume 28, Page 498 of the Deed Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch steel rod (control monument) found for a corner, capped TX FIRM 10022000, the Southwest corner of Lot No. 7 of the said Wellsford Subdivision, the Northwest corner of Lot No. 8 of the said Wellsford Subdivision, and lying in the East right-of-way line of the said Norton Street, the said corner bears South 01 degrees 32 minutes 44 seconds East, basis of bearings, a distance of 100.01 feet to a 1/2 inch steel rod (control monument) found for a corner, capped TX FIRM 10022000, the Southwest corner of the said Lot No. 8 and the Northwest corner of Lot No. 9 of the said Wellsford;

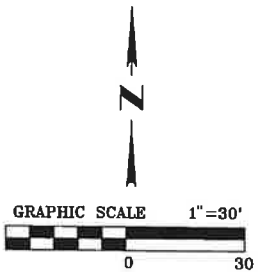
THENCE North 01 degrees 32 minutes 44 seconds West a distance of 100.02 feet along the West line of the said Lot No. 7 and the East right-of-way line of the said Norton Street to a point for a corner, the Southwest corner of the said 20 foot alley and the Northwest corner of the said Lot No. 7, the said corner being the Point Of Beginning for the herein described tract of land;

THENCE North 01 degrees 32 minutes 44 seconds West a distance of 20.00 feet along the West line of the said 20-foot alley and the East right-of-way line of the said Norton Street to a point for a corner, the Northwest corner of the said 20-foot alley and the Southwest corner of Lot No. 6 of the said Wellsford Subdivision;

THENCE North 87 degrees 39 minutes 34 seconds East a distance of 390.04 feet along the North line of the said 20-foot alley and the South line of the said Lot No. 6 to a point for a corner lying in the West line of Norton Street (undeveloped), the said corner being the Northeast corner of the said 20-foot alley and the Southeast corner of the said Lot No. 6;

THENCE South 01 degrees 32 minutes 44 seconds East a distance of 20.00 feet along the East line of the said 20-foot alley and the West line of the said Norton Street (undeveloped) to a point for a corner, the Southeast corner of the said 20-foot alley and Northeast corner of the said Lot No. 7;

THENCE South 87 degrees 39 minutes 34 seconds West a distance of 390.04 feet along the South line of the said 20-foot alley and the North line of the said Lot No. 7 to the point of beginning and containing 0.179 acres of land, at the time of this survey.



NOTE:
1.) SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. SURVEYOR DID NOT RESEARCH FOR EASEMENTS OF RECORD OR NOT OF RECORD.

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 01 DEGREES 32 MINUTES 44 SECONDS EAST. THE FOLLOWING CONTROL MONUMENTS WERE USED TO ESTABLISH THE BASIS OF BEARINGS:

CONTROL MONUMENT #1	CONTROL MONUMENT #2
N=**BAD REC**{Y,4}	N=7237825.2720
E=**BAD REC**{X,4}	E=3322368.5600

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.

EXHIBIT

0.179 ACRES IN THE W. M. WOOTEN HEADRIGHT, ABSTRACT 652
BOWIE COUNTY, TEXAS

Date	Revision/Description

Drawn By	Checked By	Project No.	Dwg. Date
DH	JH	252110	05/05/2025

File No.	Sheet No.

MTG ENGINEERS &SURVEYORS
5930 SUMMERHILL ROAD TEXARKANA, TX
P 903.838.6533 www.mtgengineers.com
TBPE FIRM NO. F-354 AR COA NO. 125
© MTG 2025

X:\2025 Projects\252110 Norton Street Replat\Alley Exhibit.pro
Mon May 5, 2025 1:26PM

TEX-Wade, Jonathan

From: Zac Pianalto <zspianalto@aep.com>
Sent: Tuesday, August 5, 2025 10:00 AM
To: TEX-Wade, Jonathan; Dusty Wiley
Subject: RE: Proposed Wellsford Subdivision Alley Abandonment

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

Jonathan,

SWEPCO is in favor of the proposed Wellsford Subdivision Alley Abandonment. SWEPCO has an overhead power line along the east side of Norton St, but no facilities in the alley.

Thank you,

SOUTHWESTERN ELECTRIC POWER COMPANY
ZAC PIANALTO | ENGINEER
ZSPIANALTO@AEP.COM | C 903.826 5027
3708 W 7TH ST. TEXARKANA, TX 75501-6324

From: TEX-Wade, Jonathan <jonathan.wade@texarkanatexas.gov>
Sent: Friday, August 1, 2025 9:33 AM
To: TWU-McBride, Len <len.mcbride@txkusa.org>; TWU-Icenhower, Kenny <Kenny.Icenhower@txkusa.org>; Latham, Michael A <michael.a.latham@windstream.com>; chris.jackson@windstream.com; brandon.k.mccormick@windstream.com; Zac Pianalto <zspianalto@aep.com>; bbrooks@summitutilities.com; joe.langley@sparklight.biz; Katie Hall <Katie.Hall@rittercommunications.com>; tray.mcneill@rittercommunications.com; dmcdowell@swrea.com; Stephanie Green <sgreen@conterra.com>; Adam Keahey <akeahey@conterra.com>; Tod Corbin <todc@bcec.com>
Subject: [EXTERNAL] Proposed Wellsford Subdivision Alley Abandonment

All,

The City has received a request to abandon an alley located between lots 6 & 7 of the Wellsford Subdivision. Please review the attached documents and provide me with your comments by August 18th. If you have any questions, feel free to contact me at any time.

Thank you,

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

TEX-Wade, Jonathan

From: TWU-Icenhower, Kenny
Sent: Tuesday, August 5, 2025 9:05 AM
To: TEX-Wade, Jonathan
Cc: TWU-Smith, Gary; TWU-McBride, Len
Subject: RE: Proposed Wellsford Subdivision Alley Abandonment

There is water and sewer mains along Norton Street but non in the alley. Therefore, TWU has no objection to abandoning the alley.

Kenneth L. Icenhower, P.E. (TX70750)
Assistant Director - Operations
Texarkana Water Utilities
Office 903-798-3819
Cell 903-277-8216

From: TEX-Wade, Jonathan <jonathan.wade@texarkanatexas.gov>
Sent: Friday, August 1, 2025 9:33 AM
To: TWU-McBride, Len <len.mcbride@txkusa.org>; TWU-Icenhower, Kenny <Kenny.Icenhower@txkusa.org>; Latham, Michael A <michael.a.latham@windstream.com>; chris.jackson@windstream.com; brandon.k.mccormick@windstream.com; Zac Pianalto <zspianalto@aep.com>; bbrooks@summitutilities.com; joe.langley@sparklight.biz; Katie Hall <Katie.Hall@rittercommunications.com>; tray.mcneill@rittercommunications.com; dmcdowell@swrea.com; Stephanie Green <sgreen@conterra.com>; Adam Keahey <akeahey@conterra.com>; Tod Corbin <todc@bcec.com>
Subject: Proposed Wellsford Subdivision Alley Abandonment

All,

The City has received a request to abandon an alley located between lots 6 & 7 of the Wellsford Subdivision. Please review the attached documents and provide me with your comments by August 18th. If you have any questions, feel free to contact me at any time.

Thank you,

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

CITY OF
TEXARKANA
Public Works Department
TEXAS
220 Texas Blvd
Texarkana, TX 75501
Phone (903) 798-3900

Date: August 8th, 2025

To: File

From: Jonathan Wade, PE, CFM, City Engineer

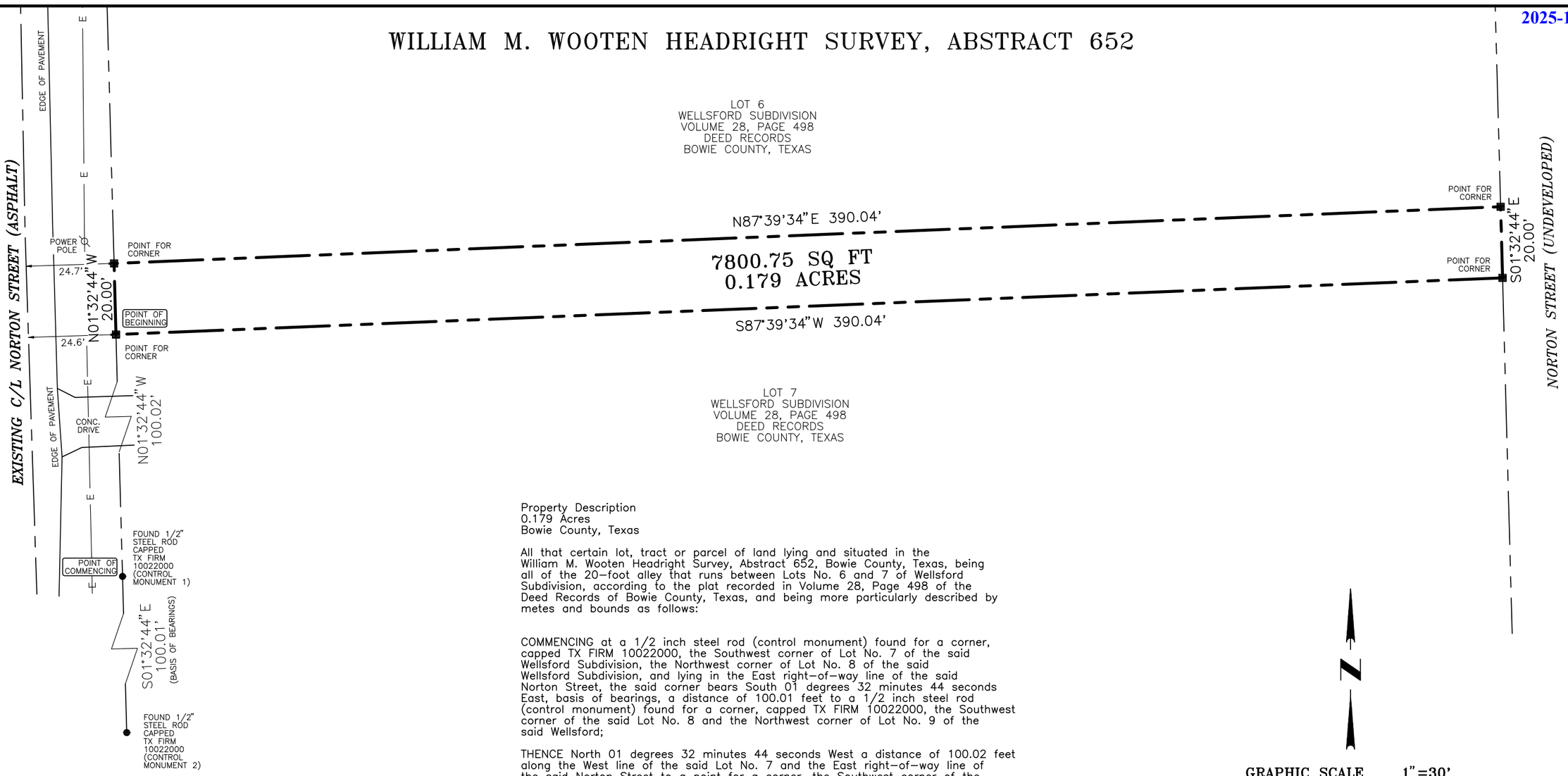
Re: Alley Abandonment for 3122 Norton St

Comments are as follows:

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

Staff recommends for the approval of the abandonment of the alley.

WILLIAM M. WOOTEN HEADRIGHT SURVEY, ABSTRACT 652



Property Description
0.179 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the William M. Wooten Headright Survey, Abstract 652, Bowie County, Texas, being all of the 20–foot alley that runs between Lots No. 6 and 7 of Wellsford Subdivision, according to the plat recorded in Volume 28, Page 498 of the Deed Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch steel rod (control monument) found for a corner, capped TX FIRM 10022000, the Southwest corner of Lot No. 7 of the said Wellsford Subdivision, the Northwest corner of Lot No. 8 of the said Wellsford Subdivision, and lying in the East right–of–way line of the said Norton Street, the said corner bears South 01 degrees 32 minutes 44 seconds East, basis of bearings, a distance of 100.01 feet to a 1/2 inch steel rod (control monument) found for a corner, capped TX FIRM 10022000, the Southwest corner of the said Lot No. 8 and the Northwest corner of Lot No. 9 of the said Wellsford;

THENCE North 01 degrees 32 minutes 44 seconds West a distance of 100.02 feet along the West line of the said Lot No. 7 and the East right–of–way line of the said Norton Street to a point for a corner, the Southwest corner of the said 20 foot alley and the Northwest corner of the said Lot No. 7, the said corner being the Point Of Beginning for the herein described tract of land;

THENCE North 01 degrees 32 minutes 44 seconds West a distance of 20.00 feet along the West line of the said 20–foot alley and the East right–of–way line of the said Norton Street to a point for a corner, the Northwest corner of the said 20–foot alley and the Southwest corner of Lot No. 6 of the said Wellsford Subdivision;

THENCE North 87 degrees 39 minutes 34 seconds East a distance of 390.04 feet along the North line of the said 20–foot alley and the South line of the said Lot No. 6 to a point for a corner lying in the West line of Norton Street (undeveloped), the said corner being the Northeast corner of the said 20–foot alley and the Southeast corner of the said Lot No. 6;

THENCE South 01 degrees 32 minutes 44 seconds East a distance of 20.00 feet along the East line of the said 20–foot alley and the West line of the said Norton Street (undeveloped) to a point for a corner, the Southeast corner of the said 20–foot alley and Northeast corner of the said Lot No. 7;

THENCE South 87 degrees 39 minutes 34 seconds West a distance of 390.04 feet along the South line of the said 20–foot alley and the North line of the said Lot No. 7 to the point of beginning and containing 0.179 acres of land, at the time of this survey.

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 01 DEGREES 32 MINUTES 44 SECONDS EAST. THE FOLLOWING CONTROL MONUMENTS WERE USED TO ESTABLISH THE BASIS OF BEARINGS:

CONTROL MONUMENT #1	CONTROL MONUMENT #2
N=**BAD REC**{Y,4}	N=7237825.2720
E=**BAD REC**{X,4}	E=3322388.5600

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.

NOTE:
1.) SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. SURVEYOR DID NOT RESEARCH FOR EASEMENTS OF RECORD OR NOT OF RECORD.

EXHIBIT

0.179 ACRES IN THE W. M. WOOTEN HEADRIGHT, ABSTRACT 652
BOWIE COUNTY, TEXAS

Date	Revision/Description

Drawn By	Checked By	Project No.	Dwg. Date
DH	JW	252110	05/05/2025

File No.

Sheet No.

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

X:\2025 Projects\252110 Norton Street Replat\Alley Exhibit.pro
Mon May 5, 2025 1:26PM

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:	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

CITY COUNCIL

WORKSHOP NOTES • SEPTEMBER 29, 2025

Second Floor Conference Room **Workshop Discussion** **6:00 PM**

220 TEXAS BLVD, TEXARKANA, TX 75501

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

A quorum of the city council was not present. No roll call was taken.

Attendee Name	Title	Status	Arrived/Left
Bob Bruggeman	Mayor	Present	
Jean H. Matlock	Ward 1	Absent	6:49 PM Arrived
Mary Hart	Ward 2	Absent	
Steve Thompson	Ward 3	Present	
Christie Page	Ward 4	Present	6:32 PM Left
Cole Meador	Ward 5	Present	
Jay Davis	Ward 6	Absent	

Staff Present: City Manager David Orr, Jennifer Evans, Gary Smith, and Jeff Lewis.

Guests Present: Kyle Dooley (Riverbend Water Resources District), Kelly Mitchell (Sulphur River Basin Authority), Sonja Hubbard (Riverbend Board of Directors), Dr. Robin Hickerson (Texarkana Chamber of Commerce), Tyler Richards (City Manager of Texarkana, Arkansas), Pat McCoy (sub for Andrea Williams-McCoy of Caddo Nation), and Stevon Gamble (Texarkana Gazette).

II. MAYOR'S OPENING REMARKS

Mayor Bruggeman welcomed everyone to the discussion about important water issues as the city prepares for the present and future.

III. ITEMS FOR DISCUSSION - RIVERBEND WATER RESOURCES DISTRICT UPDATE

Topics included: Update on the Regional Water Treatment Facility
Ultimate Rule Curve Implementation at Lake Wright Patman
Additional water related items

Kyle Dooley said this past 89th legislature provided one billion dollars in funding for water infrastructure and water supply. Texas is one of the fastest growing states, with an expected increase in population of 500,000 people this year alone.

The construction of the new regional water facility plant will incur a debt of around $498,000,000, in which Texarkana, Texas, and 11 other cities executed water supply

contracts for the construction of the plant and are obligated to share in funding a portion of the loan obtained by Riverbend for this project.

Mr. Dooley shared drawings of proposed site layout and facility buildings on the future 50-acre campus.

The increase for residential water customers will be incremental over the next several years, with a new rate starting on October 1, 2025.

He recapped his presentation focusing on current outlooks, future considerations, and strategic options for building a regional water system for the next generation.

IV. MAYOR'S CLOSING REMARKS

The Mayor thanked both cities, Riverbend, and Sulphur River Basin Authority for working together on water issues affecting the region.

He especially thanked Steve Mayo for the excellent work he provides as the water liaison for the city.

V. DISCUSSION CONCLUDED

The Mayor concluded the discussion at 7:20 p.m.

Brooke South Parsons
Director, Regulatory Affairs
(479) 462-1178
bsouth@summitutilities.com

November 1, 2025

Dr. David Orr
City of Texarkana Manager
220 Texas Boulevard
Texarkana, TX 75504-1967

Re: Consumer Price Index Rider Annual Filing

Mr. Orr and Council:

Pursuant to Summit Utilities Arkansas, Inc.'s ("SUA") Consumer Price Index Rider ("CPI") Schedule on file with the Cities of Texarkana, Nash, and Wake Village, Texas, SUA submits its revised tariff sheets showing the new base rates as adjusted and the supporting calculations, including the relevant Core CPI data, the calculated percentage change, and the resulting adjusted rates.

If you desire any additional information concerning these changes, we will be available at any time to discuss them with you.

Sincerely,

Brooke South Parsons

BSP/at

SUMMIT UTILITIES ARKANSAS, INC.

REDLINED FINAL TARIFFS

CPI Rate Schedules

TEXARKANA, TEXAS SERVICE AREA

~~Frist~~ Second Revised Sheet No. 1-1.1/3

Replacing: ~~Original~~First Revised Sheet No. 1-1.1/3

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Residential

PART I – Rate Schedule No. 1

Title: RESIDENTIAL FIRM SALES SERVICE (RS-1) Effective: ~~August 1, 2025~~January 1, 2026

1. RESIDENTIAL FIRM SALES SERVICE (RS-1)

1.1. AVAILABILITY

1.1.1. This rate is available to any consumer where gas is delivered to an individually metered, single, private dwelling and its appurtenances, the major use of which is for household appliances, and for the personal comfort and convenience of those persons residing therein. This rate schedule is not available for any dwelling used principally for commercial purposes. Natural gas supplied hereunder is for the individual use of the customer at the point of delivery and shall not be resold or shared with others. Standby service is not available under this rate schedule.

1.2. RATES

1.2.1. Each customer receiving service under this rate schedule shall be charged the sum of (a), (b), and (c) as follows:

(a) Monthly Customer Charge -- $~~17.51~~18.02. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

(b) Distribution Rate:

First 15 Ccf at $~~0.73831~~0.75998 per Ccf
Over 15 Ccf at $~~0.59566~~ 0.61314 per Ccf

(c) Gas Supply Rate - The Gas Supply Rate will be calculated and adjusted periodically as defined in the Company's Gas Supply Rate Rider.

(d) WNA Rider will be applicable only to volumes in excess of 15 Ccf per month.

1.3. MINIMUM CHARGE

1.3.1. Monthly Customer Charge -- $~~17.51~~18.02. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

1.4. RIDERS

1.4.1. In addition to the Gas Supply Rate Rider, the following riders are applicable to service under this rate schedule:

Rider Name	Description	Identification on Customer Bills
CPI	Consumer Price Index Rider	CPI
TA	Municipal Tax Adjustment	Municipal Franchise Adj
WNA	Weather Normalization Adjustment	Weather Normalization Adj
EECR	Energy Efficiency Cost Recovery Rider	EE Cost Rate

1.4.2. Service will be rendered under this rate schedule until service is discontinued to customer or the schedule is superseded.

1.5. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

1.5.1. The Company's Standard Rules and Regulations, as the same may from time to time be changed in accordance with the law, shall be applicable to service under this rate schedule.

2. SMALL COMMERCIAL FIRM SALES SERVICE (SCS-1)

2.1. AVAILABILITY

2.1.1. This rate schedule is available at points of adequate capacity and suitable pressure on the Company's existing facilities. This rate schedule is available to any consumer engaging in business, professional, institutional or other non-residential activity supplied at an individually metered point of delivery for all uses of gas. Natural gas supplied hereunder is for the individual use of the customer at the point of delivery and shall not be resold or shared with others. Standby service is not available under this rate schedule.

2.1.2. Gas consumption under this rate schedule is limited to 365,000 Ccf in any 12 consecutive month period. If at any time, it is anticipated, based on Company's estimate, that the customer will consume in excess of 365,000 Ccf per year in the succeeding 12 consecutive month period, the customer shall become subject to the applicable large commercial firm service rate schedule.

2.1.3. Company has historically allowed the volume usage of meters at business facilities under common ownership and subject to this rate schedule to be aggregated for the sole purpose of establishing eligibility for transportation as referenced in Part 3.1.3. of Rate Schedule LCS-1. Customers historically qualifying for transportation under this aggregation provision shall remain subject to the rates and charges under this rate schedule in addition to any additional specific rates, charges, or adjustment riders peculiar to the Transportation Supply Option ("TSO") set out in Rate Schedule LCS-1, such as, but not limited to, administrative fees. Customers aggregating volume shall be subject to all provisions and policies governing TSO option customers as specified in LCS-1, except as provided for herein. Although no aggregation will be allowed for eligibility, the ability to

aggregate for eligibility purposes at existing and new locations shall remain unchanged for transportation customers eligible under such aggregation provision prior to September 21, 2002. Future aggregation for the purpose of qualification, except as otherwise referenced herein, is prohibited. Each individual account of historically qualified customers shall be treated as a separate account and shall be subject to the same rates and charges under the originating SCS-1 or LCS-1 rate schedule, and are additionally subject to any specific rates, charges or riders specific to the TSO.

For the purpose of establishing eligibility for the "TSO" defined in the LCS rate schedule, customers experiencing or anticipating an average daily demand of 10 MMBtu per day during the preceding or succeeding twelve months will be eligible for the TSO. Customers qualifying for transportation who choose the TSO shall be subject to rates and charges under the SCS-1 rate schedule, and are additionally subject to any additional specific rates, charges or riders specific to the TSO.

2.1.4. Customers converting from transportation service to sales service will be required to contract for such sales services between the months of February through April preceding the expiration of the primary or any succeeding term of the Customer's existing contract. Customers seeking to contract for sales service during the required time frame will be allowed to convert to sales service provided that the Company is able to secure firm upstream transportation capacity and other upstream pipeline services sufficient to meet the Customer's needs. Any such conversion will be effective upon the expiration of the term of the Customer's existing contract, unless the Company and the Customer agree otherwise.

2.1.5. Seasonal Transportation. Customer facilities experiencing more than 80% of annual load during the flow months April through October, and who experience or anticipate an average daily demand of more than 10 MMBtu

per day during any consecutive 30-day period of the preceding or succeeding April through October, are eligible to transport on a seasonal basis. Customers meeting the aforementioned criteria, may elect the TSO option and choose a subsequent return to the System Supply Option ("SSO") only once during the calendar year. Customers electing the TSO on a seasonal basis, pursuant to notice given prior to May 31st or thirty days prior to commencement of service, whichever is earlier, may receive transportation service for a continuous period of at least 30 days between April 1 and October 31. Customers electing the TSO option on a seasonal basis are subject to the TSO contract administration fee. Additionally, each participating location shall pay a $300 set-up fee upon initial election and upon any subsequent return to transportation service.

2.2. RATES

2.2.1. Each customer receiving service under this rate schedule shall be charged the sum of (a), (b), and (c) as follows:

(a) Monthly Customer Charge - $~~18.88~~19.43. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

(b) Distribution Rate for customers electing the SSO option:

First 1,500 Ccf at	$~~0.22043~~0.22690
1,501 – 15,000 Ccf at	$~~0.16673~~0.17162
Over 15,000 Ccf at	$~~0.07147~~0.07357

Distribution Rate for customers electing the TSO option:

First 150 MMBtu at	$~~2.32056~~2.38866

151 – 1,500 MMBtu at	$~~1.75513~~1.80663
Over 1,500 MMBtu at	$~~0.75242~~0.77450

(c) Gas Supply Rate - The Gas Supply Rate will be calculated and adjusted periodically as defined in the Company's Gas Supply Rate Rider.

(d) WNA Rider will be applicable only to volumes in excess of 78 Ccf.

2.2.2. Rates for customers historically qualifying for service under the Part 2.1.3. aggregation provision and customers qualifying for transportation under this rate schedule will be subject to thermal adjustment. Delivered volumes will be adjusted by the appropriate thermal content factor obtained from the nearest available chromatograph or sampling location (Ccf / 10) x thermal content factor = MMBtu).

2.3. MINIMUM CHARGE

2.3.1. Monthly Customer Charge -- $~~18.88~~19.43. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

2.4. TELEMETERING

2.4.1.

Telemetering is required for customers electing and qualifying for transportation service. Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow at customer's point of delivery. Existing customers shall have the option between analog telemetry and wireless telemetry, if suitable wireless service is available. New customers may chose from one of two

wireless telemetry options. Customer will pay Company for telemetry equipment under one of the following payment options as chosen by the customer:

( ) Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter. Option 1 is limited to existing Option 1 customers and not available for new customers electing transportation service.

( ) Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $30 per month per meter for meters that do not require pressure instrumentation and $84 per month per meter for meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter. Option 2 is limited to existing Option 2 customers and will not be available to new customers electing transportation service.

( ) Option 3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be $10 per month per meter, and Customer will not be subject to meter reading fees.

( ) Option 4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $40 per month for meters that do not require pressure instrumentation and $94 per month per meter for meters that do require

pressure instrumentation. The customer will not be subject to meter reading fees.

In the event customer has in place working telemetering facilities and equipment; and the customer receives system supply service; and Company determines it necessary to keep the telemeter(s) operational, Company will arrange and pay for the associated telecommunications cost while the customer receives sales service under this rate schedule.

2.4.2. If an existing Option 1 or Option 2 customer has choosen analog telemetry, then customer shall be responsible for installing and maintaining telecommunications lines. Should customer fail to maintain or repair telecommunications lines required to communicate with telemetry equipment, Company shall have the right to bill customer all labor and expense required to manually read the meter, at whatever intervals the Company may deem necessary. If a repair is not made within forty-five (45) days, Summit Utilities Arkansas, Inc. will install wireless telemetry equipment pursuant to Option 4. At such times when telecommunication lines, or other such analog equipment, need replacement, customer will be required to elect a wireless telemetry option as listed above.

If customer chooses wireless telemetry, then customer shall pay Company $10 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule.

2.5. RIDERS

2.5.1. In addition to the Gas Supply Rate Rider, the following riders are applicable to service under this rate schedule:

Rider Name	Description	Identification on Customer Bills
CPI	Consumer Price Index Rider	CPI
TA	Municipal Tax Adjustment	Municipal Franchise Adj
WNA	Weather Normalization Adjustment	WNA
EECR	Energy Efficiency Cost Recovery Rider	EECR

2.5.2. Service will be rendered under this rate schedule until service is discontinued to customer, the customer qualifies for service under the large commercial firm service rate schedule, or the schedule is superseded.

2.6. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

2.6.1. The Company's Standard Rules and Regulations, as the same may from time to time be changed in accordance with the law, shall be applicable to service under this rate schedule.

3. LARGE COMMERCIAL FIRM SERVICE (LCS-1)

3.1. AVAILABILITY

3.1.1. This rate schedule is available at points of adequate capacity and suitable pressure on the Company's existing facilities. This rate schedule is available to any customer at a particular facility owned or operated by customer who enters into a large volume commercial service agreement ("Agreement") with Company, in the form appended to this rate schedule on reasonable terms and conditions acceptable to the Company, for delivery of gas at the facility, provided such facility has experienced, or anticipates, an average daily demand of more than 100 MMBtu per day during the preceding or succeeding twelve (12) months, respectively.

For the purpose of establishing eligibility for the Transportation Supply Option ("TSO") defined in this rate schedule, customers experiencing or anticipating an average daily demand of 10 MMBtu per day during the preceding or succeeding twelve months will be eligible for the TSO. Customers choosing the TSO will remain under their originating SCS or LCS rate schedules, and are additionally subject to any specific rates, charges or riders specific to the TSO.

3.1.2. Company has historically allowed the volume usage of meters at facilities under common ownership and subject to other commercial rate schedules to be aggregated for the sole purpose of establishing eligibility for transportation. Although no aggregation will be allowed for eligibility, the ability to aggregate for eligibility purposes at existing and new locations shall remain unchanged for transportation customers eligible under such aggregation provision prior to September 21, 2002. Future aggregation for the purpose of qualification, except as otherwise referenced herein, is prohibited. Each individual account of historically qualified customers shall be treated as a separate account and shall be subject to the same rates and charges under the originating SCS or LCS rate schedule, and are

additionally subject to any specific rates, charges or riders specific to the TSO.

3.1.3. Customers under this rate schedule may choose between two sources of supply, as follows:

(a) System Supply Option ("SSO") - under which customer will be delivered natural gas supply designated as general system supply of Company.

(b) Transportation Supply Option ("TSO") - under which customer will be delivered natural gas supply received for customer's account at points of receipt on Company's distribution facilities.

3.1.4. The customer's election between the two supply options under this rate schedule shall be set forth in the requisite Agreement which will specify the term (duration) of this customer election. Under no circumstances shall the Company be obligated to (a) deliver natural gas volumes to a customer under this rate schedule from a supply source other than the one reflected in customer's election embodied in the Agreement or (b) enter into an agreement with a term of less than one year. LCS customers failing to execute the requisite agreement setting forth the supply option election, shall default to the System Supply Option, and shall remain until such time that an agreement setting forth the alternative supply option is executed.

3.1.5. If customer has human needs requirements, or other requirements necessary for the preservation of life, health or physical property, the Company will require customer to certify and document such requirements in writing prior to the start of service. The Customer shall update the Company in writing when its human needs requirements change.

3.1.6. Additionally, if customer has human needs requirements under the TSO, the Company will require customer to certify and document to Company that it:

(a) has made firm pipeline capacity and gas supply arrangements sufficient to ensure non-interruptible deliveries to satisfy its level of human needs requirements. This documentation will include written acknowledgement from the upstream pipeline that firm, primary delivery point capacity is under contract for the appropriate location that will service customer, and that such capacity is under contract for the entire November through March time period; or,

(b) has one or more alternative energy back-up systems in place to provide for continuous energy to satisfy the total human needs requirements that otherwise would be met by natural gas. In such instance, there will be no requirement to meet this firm pipeline capacity and gas supply provision.

3.1.7. Customers converting from sales service to transportation service shall bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from that conversion, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the converting customer upon request. Upon request, Company shall provide a good faith estimate of such costs/credits based upon representations made by the customer as to usage, demand, timing, and other factors.

3.1.8 Customers converting from transportation service to sales service will be required to contract for such sales service between the months of February through April preceding the expiration of the primary or any succeeding term of the Customer's existing contract. Customers seeking to contract for sales service during the required time frame will be allowed to convert to sales service provided that the Company is able to secure firm upstream transportation capacity and other upstream pipeline services sufficient to

meet the Customer's needs. Any such conversion will be effective upon the expiration of the term of the Customer's existing contract, unless the Company and the Customer agree otherwise.

3.1.9. Seasonal Transportation. Customer facilities experiencing more than 80% of annual load during the flow months April through October, and who has experienced or anticipates an average daily demand of more than 10 MMBtu per day during any consecutive 30-day period of the preceding or succeeding April through October, are eligible to transport on a seasonal basis. Customers meeting the aforementioned criteria, may elect the TSO option and choose a subsequent return to the SSO option only once during the calendar year. Customers electing the TSO option on a seasonal basis, pursuant to notice given prior to May 31st or thirty days prior to commencement of service, whichever is earlier, may receive transportation service for a continuous period of at least 30 days between April 1 and October 31. Customers electing the TSO option on a seasonal basis are subject to the TSO contract administration fee. Additionally, each participating location shall pay a $300 set-up fee upon initial election and upon any subsequent return to transportation service.

3.2. MAXIMUM QUANTITIES

3.2.1. Company and customer shall agree upon a Maximum Daily Winter Quantity ("MDWQ") applicable to the period from November through March which will be reflected in the Agreement, and shall establish the maximum MMBtu Quantity that the Company will be obligated to deliver on a firm basis on any given day to customer's point of delivery until such maximum quantity is revised pursuant to Part 3.2.4.

3.2.2. Average Daily Volume shall be calculated by dividing the annual volume by 365.

3.2.3. Under no circumstances is Company required to agree to an MDWQ, Average Daily Volume or other quantity-related obligation under this rate

schedule that it finds inconsistent with actual expected operating outcomes or load requirements based on observed historical operating data, the level and nature of currently installed natural gas facilities, equipment and appliances, or other relevant, reasonable and appropriate information or data. When entering into a new Agreement, an existing customer will not be required to agree to an MDWQ, Average Daily Volume or other quantity-related obligation under this rate schedule that is less than the quantities in effect during the previous Agreement, provided, however, that the quantities sought by the customer were actually experienced during the two-year period preceding the new Agreement.

3.2.4. Unless agreed otherwise, should customer deliveries exceed the Initial MDWQ during the period from November through March, then delivery demand set on that day shall reestablish the MDWQ and shall hereinafter be referred to as the Replacement MDWQ. Should annual deliveries exceed previously established levels, for the prior 12-month period, then the Initial Average Daily Volume will be reestablished for the annual period, and shall be known as the Replacement Average Daily Volume. The Replacement MDWQ or Average Daily Volume, respectively, become effective on the first day of the month after which the excess occurred for all meters read on and after that date, and continue for the remaining term of the contract or until such time that a Replacement MDWQ or Average Daily Volume is established. The Replacement MDWQ or Average Daily Volume shall not, however, exceed the quantity that is capable of being received or delivered on a firm basis. In the event that the Replacement MDWQ or Average Daily Volume would otherwise exceed the quantity that is capable of being received or delivered on a firm basis, then the Replacement MDWQ or Average Daily Volume shall be the maximum level that can be received or delivered on a firm basis.

3.2.5. Company shall not be obligated to receive or deliver more than the Maximum Hourly Quantity ("MHQ"). If customer takes gas in excess of the specified MHQ at the point of delivery without the approval of Company, and such excess flow causes physical harm to the Company, its other customers or its facilities, then customer shall reimburse Company for the actual cost of damages or harm or repairs to its facilities, plus overhead expenses, within 15 days after the date of Company's invoice to customer for such damages.

3.3. CAPACITY DEMAND

3.3.1. Each individually metered point of delivery under this rate schedule shall have a capacity demand ("CD"), equal to the higher of:

(a) The Initial MDWQ specified in customer's Agreement with Company, subject to the maximum quantities provision herein, or the Replacement MDWQ as established pursuant to the provisions of Part 3.2.4.

(b) The Initial Average Daily Volume specified in customer's Agreement with Company, or the Replacement Average Daily Volume as established pursuant to the provisions of Part 3.2.4.

3.3.2. This CD shall be the billing determinant for both distribution demand charges and Fixed Storage Charges, Fixed Gas Supply Charges and Fixed Transportation Charges (GSR Demand) under the Gas Supply Rate Rider. The Initial MDWQ or Initial Average Daily Volume, the higher of which is also known as the Initial CD, shall remain in place until such time as a Replacement MDWQ or Replacement Average Daily Volume, the higher of which is also known as the Replacement CD, is established pursuant to the provisions of Part 3.2.4. During the course of the contract term, the CD established as billing determinant shall be the higher of the Initial CD under the contract or any Replacement CD established during the previous 12-month period. Unless agreed upon otherwise, if during the course of a

multi-year contract, any Replacement CD established pursuant to Part 3.2.4. does not re-occur during any prior 12-month period, then effective the first day of the following month the Replacement CD will be established as the higher of the Initial CD or highest daily volume during the MDWQ period that falls within the previous twelve months. In no instance shall the Replacement CD be based upon usage occurring before the effective date of the customer's Agreement.

3.4. RATES

3.4.1. Each customer receiving service under this rate schedule, other than small commercial firm sales service customers historically qualifying under the Part 3.1.2. aggregation provision, shall be charged the sum of (a), (b), (c) and (d) as follows:

(a) Distribution Customer Charge - $~~392.25~~403.76 per month. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

(b) Distribution Demand Charge per MMBtu of CD per month:

(i) $~~11.11360~~11.43972 per MMBtu of CD up to 400 MMBtu of CD

plus, if applicable

(ii) $~~1.71717~~1.76756 per MMBtu of CD over 400 MMBtu of CD.

(c) Gas Supply Rate Rider :

(i) SSO - The Gas Supply Rate will be calculated and adjusted periodically as defined in the Company's Gas Supply Rate Rider.

(ii) TSO - The customer will provide the appropriate LUFG-in-Kind as described in the Company's Gas Supply Rate Rider. Volumes provided as LUFG-in-Kind will not be considered in the calculation of Capacity Demand and shall not be subject to Distribution Charges.

3.4.2. Monthly charges applicable to customers under the TSO described in Part 3.1.3. of this rate schedule, including small commercial firm sales service customers historically qualifying under the Part 3.1.2. aggregation provision of this rate schedule or qualifying for transportation under the SCS rate schedule, are as follows:

(a) Contract Administration Fees:

TSO - $~~332.61~~342.37 per month.

3.5. MINIMUM CHARGE

The sum of (a), (b), and (c) if applicable:

(a) Distribution Customer Charge - $~~392.25~~403.76 per month. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

(b) Distribution Demand Charge - per MMBtu of CD per month:

(i) $~~11.11360~~11.43972 per MMBtu of CD up to 400 MMBtu of CD

plus, if applicable

(ii) $~~1.71717~~1.76756 per MMBtu of CD over 400 MMBtu of CD

(c) Contract Administration Fee – TSO - $~~332.61~~342.37 per month.

3.6. TELEMETERING EQUIPMENT

3.6.1. Telemetering is required for all customers who receive service pursuant to this rate schedule, including customers qualifying under Part 3.1.2. of the aggregation provision of this rate schedule. If Company does not have telemetry at customer's point of delivery, upon execution of the Agreement, Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at customer's point of delivery. Existing customers shall have the option between analog telemetry and wireless telemetry, if suitable wireless service is available. New customers may choose from one of two wireless telemetry options. Customer will pay Company for telemetry equipment under one of the following payment options as chosen by the customer:

( ) Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter. Option 1 is limited to existing Option 1 customers and not available for new customers electing transportation service.

( ) Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $30 per month per meter for meters that do not require pressure instrumentation and $84 per month per meter for meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter. Option 2 is limited to existing Option 2 customers and will not be available to new customers electing transportation service.

( ) Option 3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be $10 per month per meter, and Customer will not be subject to meter reading fees.

( ) Option 4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $40 per month for meters that do not require pressure instrumentation and $94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees.

3.6.2. If an existing Option 1 or Option 2 customer has choosen analog telemetry, then customer shall be responsible for installing and maintaining telecommunications lines. Should customer fail to maintain or repair telecommunications lines required to communicate with telemetry equipment, Company shall have the right to bill customer all labor and expense required to manually read the meter, at whatever intervals the Company may deem necessary. If a repair is not made within forty-five (45) days, Summit Utilities Arkansas, Inc. will install wireless telemetry equipment pursuant to Option 4. At such times when telecommunication lines, or other such analog equipment, need replacement, customer will be required to elect a wireless telemetry option as listed above.

If customer chooses wireless telemetry, then customer shall pay Company $10 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule.

3.7. RIDERS

3.7.1 In addition to the Gas Supply Rate Rider, the following riders are applicable to service under this rate schedule:

Rider Name	Description	Identification on Customer Bills
CPI	Consumer Price Index Rider	CPI
TA	Municipal Tax Adjustment	Municipal Franchise Adj

EECR	Energy Efficiency Cost Recovery Rider	EE Cost Rate

3.7.2. Service will be rendered under this rate schedule until service is discontinued to customer, the customer qualifies for service under the small commercial firm sales service rate schedule, or the schedule is superseded.

3.8. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

3.8.1. The Company's Standard Rules and Regulations, as the same may from time to time be changed in accordance with the law, shall be applicable to service under this rate schedule.

3.9. BILLING AND PAYMENT

3.9.1. Customer’s bills will be based on capacity demand and the quantity of MMBtu’s delivered to customer at the delivery point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within fourteen (14) days after the date the bill is mailed or made available electronically. Company shall have the right to bill customer each month hereunder on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Amounts past due hereunder shall bear interest from the due date until paid at the maximum lawful rate. The Company shall not discontinue service to customer for violation of its rates and policies nor for non-payment of bills, without first having diligently tried to induce the customer to comply with its rates and policies, or to pay amounts due the Company. Company may suspend service to customer after written notice shall have been given to the customer by the Company in the manner provided for in the Commission's Rules. Company may require as a condition of recommencement or

continuation of service the maximum refundable deposit or bond allowed by the Commission to secure payment of bills. Interest at such rates as are required by the Commission shall be paid on any such deposit amount.

3.10. DEFINITIONS

3.10.1. The following terms when used herein shall be construed to have the following meaning, except where the context of their use clearly indicates another meaning:

3.10.2. The term "Large Volume Commercial Customer Agreement" (Agreement) shall mean a written and fully executed agreement between Company and customer which provides for service under the applicable supply option of this rate schedule.

3.10.3. The term "customer" shall mean the party so identified in the Agreement, or its designee.

3.10.4. The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Standard Time, at the point at which delivery of gas is made.

3.10.5. The term “month,” “Service Month,” or “monthly” shall mean the period beginning at or as near as practicable to 9:00 a.m., Central Standard Time, on the first day of the calendar month and ending as near as practicable to 9:00 a.m. on the first day of the next succeeding calendar month.

3.10.6. The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3.10.7. The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60

degrees) Fahrenheit, and at a pressure of 14.73 pounds per square inch absolute.

3.10.8. The term "Mcf" shall mean one thousand (1,000) cubic feet of gas.

3.10.9. The term "Btu" shall mean British Thermal Unit.

3.10.10. The term "MMBtu" shall mean one million (1,000,000) Btu's.

3.10.11. The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

3.10.12. The term "balancing" shall mean the service provided by Company when quantities of gas received by Company at the Point(s) of Receipt differ at any time from the quantities of gas delivered by Company at the Point(s) of Delivery under the Agreement.

3.10.13. 3.10.13.The term "Point(s) of Receipt" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of customer.

3.10.14.The term "Point(s) of Delivery" shall mean the point or points specified in the Agreement where Company agrees to deliver gas transported for the account of customer.

3.10.15.The term "imbalance" shall mean the difference in the MMBtu's of natural gas which customer takes at the Point(s) of Delivery and the MMBtu's which customer provides for transportation at the Point(s) of Receipt.

3.10.16.The term “Average Daily Volume” shall be calculated by dividing the annual volume by 365.

3.10.17.The term “Maximum Hourly Quantity” or “MHQ” shall mean the maximum MMBtu Company is obligated to deliver or receive for

customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of, MDWQ or Average Daily Volume.

3.10.18. The term "Initial CD" shall mean the higher of the Average Daily Volume or the Maximum Daily Winter Quantity "MDWQ." The Initial CD shall be negotiated by the Company and the customer.

3.10.19. The term "Initial Maximum Daily Winter Quantity" shall mean the Maximum Daily Winter Quantity "MDWQ" reflected on the initial Exhibit A to the Large Volume Commercial Customer Agreement.

3.10.20. The term "Replacement CD" shall mean a daily volume higher than the Initial CD, that is substituted and used as a CD pursuant to Part 3.3.2.

3.10.21. The term "Replacement Maximum Daily Winter Quantity" shall mean the Maximum Daily Winter Quantity "MDWQ" reflected on the revised Exhibit A to the Large Volume Commercial Customer Agreement.

3.10.22. The term "*Inside FERC* Enable-East First-of-the-Month Index," or "Enable Index," shall mean the price published in Platt's *Inside FERC*'s *Gas Market Report* under the heading "Prices of Spot Gas Delivered to Pipelines" for "Enable Gas Transmission, LLC." "East" under the subheading "Index" for the applicable Month of gas delivery. For any month in which Platt's *Inside FERC Gas Market Report* fails to report an Enable Index, Company shall substitute the price published in Platt's *Inside FERC Gas Market Report* under the heading "Market Center Spot Gas Prices" for "Henry Hub" under the subheading "Index" for the applicable Month of gas delivery (the "Henry Hub Index"), adjusted to reflect a historical variance between the Enable Index and the Henry Hub Index. The variance shall be the average of the difference between the Henry Hub Index and the Enable Index for the two most recent months in

which both indices were published by Platt's *Inside FERC's Gas Market Report*. "

3.11. GOVERNMENTAL REGULATIONS

3.11.1. Service hereunder shall be subject to all relevant present and future local, state and federal laws and all rules, regulations and orders of regulatory authorities having jurisdiction over any of the parties, as applicable, and the obligations of all parties hereunder are subject to obtaining whatever regulatory approvals and authorizations are necessary for the lawful implementation of the Agreement, on continuing conditions satisfactory to the party affected. Customer shall cooperate with the Company by providing promptly all information and in making whatever reports or filings are necessary in regard to service rendered under this rate schedule. Neither party shall be held in default for failure to perform hereunder if such failure is due to good faith compliance with the requirements of any such laws, orders, rules and regulations. Should any governmental body having jurisdiction impose on the Company or the services provided hereunder or otherwise require service hereunder on terms and conditions that are unacceptable to Company, in its sole discretion, then Company may terminate service hereunder at any time thereafter upon notice to customer. Customer shall also reimburse Company, or cause Company to be reimbursed, for any fees, taxes (other than income and property taxes) or other charges levied or paid by Company to any governmental authorities in connection with or attributable to the services provided hereunder.

3.12. MEASUREMENT

3.12.1. Except as may be otherwise provided elsewhere herein or required by law, the measurement and testing of gas received and delivered hereunder shall be done by Company, or its designee, as measuring party in accordance with the following:

3.12.2. The gas received by Company hereunder shall be measured as follows:

3.12.2.A. The unit of volume shall be 1,000 cubic feet of gas (Mcf) at a temperature base of 60 degrees Fahrenheit and at a pressure base of 14.73 pounds per square inch absolute. Whenever the actual conditions of pressure and temperature of the particular gas stream being measured differ from the above standard, conversion of the volume from such actual conditions to the above standard conditions shall be made in accordance with the Ideal Gas Laws corrected for super-compressibility in accordance with the method customarily used by the measuring party.

3.12.2.B. Measurements of gas shall always be in accordance with requirements of law, and if the procedures, bases, or standards herein contemplated to be used in the determination of gas volumes are changed by law or regulatory action, the applicable rates shall be appropriately modified and adjusted to the extent necessary to the end that calculations to determine sums of money due hereunder after the change will reach the same end result in dollars and cents as would have been reached in the absence of such change.

3.12.2.C. The temperature of the gas at each point of receipt shall be (i) determined by a recording thermometer, (ii) determined by taking the average of the daily readings of an indicating thermometer, or (iii) assumed by mutual agreement to be 60 degrees Fahrenheit, provided that, if a recording thermometer is not being used, customer shall have the right, by reimbursing the cost of the equipment and its installation, to require the use of a recording thermometer. The Btu content of the gas per cubic foot shall be determined on a dry basis in accordance with good engineering practice in a manner reasonably calculated to result in a fair and accurate determination.

3.12.2.D. The specific gravity of the gas shall be determined in accordance with good engineering practice as often as found necessary in operation.

3.12.2.E. Standard type measuring and testing equipment necessary to measure and determine quantities hereunder shall be installed, operated and maintained in a workmanlike manner. Readings, calibrations, tests, repairs and adjustments of said equipment, and changing of charts, shall be done only by employees or agents of measuring party and in accordance with good engineering practice as often as found necessary in operation. Orifice meters, if used, shall be installed and operated, and volumes computed, in accordance with the latest version of the American Gas Association Gas Measurement Committee Report and Appendices thereto, and such amendments thereof as measuring party may place in use on its system for transactions of this type. Customer shall have access to the measuring and testing equipment at reasonable times, and shall have the right to have a representative present at tests, calibrations and adjustments thereof. Upon request by customer for a special test of any meter or auxiliary equipment, the accuracy of same shall be verified promptly, provided that the cost of such special test shall be borne by customer unless the percentage of inaccuracy is found to be more than two percent (2%), then previous readings shall be corrected to zero error for the period of time during which the equipment was known to be inaccurate, or if not known then to the shorter of six (6) months or the last date that the meter was tested; if said total inaccuracy is not more than two percent (2%), then previous reading shall be considered correct but the equipment shall be adjusted to read correctly. Measuring party shall not be required to verify the

accuracy of such equipment more than once in any 90-day period, unless customer has a specific and verifiable reason to believe that the equipment is inaccurate by more than 2%.

3.12.2.F. If any meter or auxiliary equipment is out of service or out for repair for a period of time so that the quantity of gas delivered cannot be ascertained or computed from the reading thereof, then the quantity delivered during such period shall be estimated upon the basis of the best data available, using the first of the following methods which is feasible: (i) by correcting the error if the percentage of error is ascertainable by calibration, test, or mathematical calculations; (ii) by using the registration of any check equipment installed and accurately registering, or (iii) by estimating the volume on the basis of deliveries during preceding periods under similar conditions when the equipment was registering accurately.

3.12.2.G. Upon request, measurement charts and records shall be submitted to customer for examination, the same to be returned within twenty (20) days. The measurement charts and records for a given accounting month shall be conclusively presumed correct if no written objection thereto is served on Company within the 12-month period following the given accounting month. All test data, meter charts and similar records shall be preserved for a period of at least one (1) year.

3.12.2.H. The formal measurement and testing of gas hereunder shall only be by the equipment operated by measuring party, but customer may install, operate and maintain, at customer's own cost, risk and expense and in the same manner as is required for the primary equipment hereunder, check measuring and testing equipment of standard type, provided that the same does not

interfere with the operation of the primary equipment. Company shall have the same rights with respect to check equipment as customer has with respect to the primary equipment.

3.12.2.I. If Company causes any or all of the foregoing measurements and testing procedures to be done by a third-party designee, then in such event:

3.12.2.I(1) Customer's rights hereunder with respect to the third-party's equipment and procedures will be subject to reasonable arrangements by Company with such third party; and

3.12.2.I(2) If the third party's usual and customary procedures differ in particular respects from the detailed procedures set out above, then the third-party's procedures, and measured quantities resulting therefrom shall be acceptable and used hereunder so long as they are consistent with good engineering practice in the industry.

3.12.2.J. The gas delivered by Company to customer after transportation shall be measured in the same manner as are volumes sold by Company to customers of similar size as customer under Company's sales rate schedules.

3.12.2.K. Volume measured in Mcf will be subject to thermal adjustment and billed in MMBtu as measured on a dry basis. Delivered volumes will be adjusted by the appropriate thermal content factor obtained from the nearest available chromatograph or sampling location. The formula for conversion from Mcf to MMBtu is as follows: Mcf x thermal content factor = MMBtu.

3.13. FORCE MAJEURE

3.13.1. Neither customer nor Company shall be liable to the other for failure to perform their respective obligations under the Agreement (other than to make any and all payments thereunder) due to acts or conditions beyond the reasonable control of the parties affected. The obligations of the affected party to perform shall be suspended so long as and to the extent that performance is prevented by the occurrence of such acts or conditions. Such acts or conditions shall be deemed to include, but not be limited to, fire, labor disputes, acts of God, the elements, wars, epidemics, riots, civil disturbances, explosions, breakdown of equipment, test and repairs of pipeline facilities, freezing of wells or pipelines, requirements of local, state or federal authorities, failure of any intermediate transporters relied upon by Company to transport the gas for any reason, failure of appropriate regulatory approvals or lack of sufficient capacity, the inability of Company to obtain or maintain such regulatory authorizations as may be necessary for the lawful performance of the service contemplated hereby on continuing conditions satisfactory to Company, the curtailment of service by Company in accordance with Company's curtailment plan as effective from time to time, failure of gas supply and any other cause, similar or dissimilar, not within the reasonable control of the party claiming relief. The party affected shall notify the other promptly and shall remedy the cause of suspension with reasonable diligence, retaining to such party unqualified discretion in settling labor disputes.

3.14. OPERATING INFORMATION AND FORECASTS

3.14.1. Customer, upon request, shall furnish or cause to be furnished to Company from time to time such reasonable data as in Company's judgment is necessary for the proper analysis of the daily and annual gas load requirements of customer for this service. Customer at all times shall keep Company informed of anticipated significant changes in the size and character of such load requirements.

3.15. USE

3.15.1. All gas delivered to customer under the Agreement shall be for customer's own use and shall not be resold.

3.16. NON-SYSTEM SUPPLY: TERMS AND CONDITIONS

3.16.1. Customer transactions operating under the SSO described in Part 3.1.3. of this rate schedule shall be governed by Company's other generally applicable rates and policies. The operating terms and conditions of service provided hereinafter, in addition to the Company's other generally applicable rates and policies not consistent therewith, shall apply to customer transactions under the TSO of this rate schedule.

3.17. NOTICES

3.17.1. Notices, requests, demands, statements, or bills provided for under this rate schedule and the Agreement (other than those related to nomination, scheduling and other operational issues having immediate operational consequence and requiring shorter notice that either Company or customer may desire to give the other, as provided for under Part 3.32.1.) shall be in writing and if delivered shall be considered as duly delivered when mailed by registered or certified mail to the post office address of Company or customer as indicated in the Agreement, or at such other address as either shall designate by formal written notice to the other. Routine, non-operational communications, including monthly statements and payments if received, shall be considered as duly delivered when mailed by either registered, certified or ordinary mail or when provided electronically.

3.18. RECEIPT OF GAS FOR TRANSPORT

3.18.1. The customer must tender the gas for transportation hereunder at a mutually agreeable point or points as specified in the Agreement at whatever pressure is necessary to effect deliveries of the gas against the fluctuating working pressures maintained in Company's system at that point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales to Company's customers.

3.18.2. Company will be responsible for installing and operating the necessary tap and measurement facilities at each point of receipt to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by customer, upon Company's request, customer shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

3.19. DELIVERY OF GAS BY COMPANY AFTER TRANSPORTATION

3.19.1. Except as may be otherwise specified elsewhere herein, the gas shall be tendered for delivery after transportation at the working pressures maintained from time to time by the delivering party at the designated point of delivery as specified in the Agreement from time to time. It is recognized that the gas delivered to customer after transportation will not be the same gas that Company received for transportation, but that the gas delivered after transportation will meet the quality specifications applicable to gas that Company sells on its system from its general system supply. Company will use its best efforts consistent with the prudent operation of its system to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then customer shall notify Company

of such deficiency and thereupon may, at customer's option, refuse to accept delivery pending correction by Company.

3.19.2. The point where responsibility for the gas shall pass to customer after transportation shall be at the outlet of the delivery facilities at the designated point of delivery. Customer shall provide reasonable access to the premises at the point of delivery for any purpose connected with this service.

3.19.3. Company shall install, operate and maintain whatever facilities are necessary to deliver the gas at the point or points of delivery hereunder and shall indemnify customer and hold it harmless from and against any and all claims, actions, suits, damages, liabilities, penalties, costs and expenses arising out of use, possession or presence of the gas before it passes the point of delivery. If Company agrees to provide new or additional facilities to perform services requested by customer, upon Company's request, customer shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

3.19.4. Customer shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize the gas at and beyond the point of delivery hereunder, and shall indemnify Company and hold it harmless from and against any and all claims, actions, suits, damages, liabilities, penalties, costs and expenses arising out of the use, possession, or presence of the gas at and after it passes the point of delivery.

3.19.5. If the services of one or more other transporters are necessary for Company to provide the service herein contemplated, Company's obligations hereunder shall be subject to the availability of such services by others on continuing terms and conditions acceptable to Company, and in such event, customer agrees that Company may act as agent for customer in arranging for such services, including execution of the necessary agreements therefore and administering same, and arranging and confirming capacity release transactions necessary to facilitate the transaction, provided that, unless

otherwise provided elsewhere, any costs and/or charges or penalties associated with such services by a third party to the point of delivery hereunder shall be borne by customer.

3.20. SCHEDULING AND NOMINATIONS

3.20.1. Nominations for gas flow shall be submitted by customer to Company no later than 10:00 a.m. Central Standard Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by customer to Company no later than 10:00 a.m. Central Standard Time the last business day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and customer may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries and projected deliveries for the Service Month; or (B) higher than the MDWQ or MDSQ in the applicable season; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by the Company, that nomination will remain in effect through the end of the month or until changed by the customer. Company shall confirm nominated volume to Pipeline.

3.20.2. Company will require customer to comply with the scheduling and nominating procedures as set forth in customer's upstream pipeline supplier's transportation tariffs as on file with and approved by the Federal Energy Regulatory Commission. Customer shall be liable for and shall compensate Company for any costs imposed upon Company as a result of customer's scheduling and nomination deviations or non-compliance.

3.21. BALANCING

3.21.1. General Intent: These balancing provisions are in recognition of the fact that Company's upstream transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply.

3.21.1.A. SSO transactions are allocated costs associated with the Company's upstream transportation, storage and no-notice service capacity. Therefore, SSO transactions have defined relative rights to those upstream services.

3.21.1.B. TSO transactions are not allocated any costs associated with the Company's upstream transportation, storage and no-notice services or associated capacity. Therefore, TSO transactions carry no explicit or implicit right to make use of the Company's upstream services or associated capacity.

3.21.2. [Reserved.]

3.21.3. [Reserved.]

3.21.4. Company shall make available electronically daily imbalance information which shall notify customer of any imbalance under an Agreement in the current Service Month, based on the best information then available to Company, including, but not limited to data such as nominations, allocations, electronic measurement data, and meter observations. The provision of such information shall not relieve customer of its obligations under this tariff to avoid, correct or eliminate actual imbalances.

3.21.5. Customers shall make a good faith effort to: (i) conform their takes each day at delivery points with their deliveries to Company at receipt points on the same day and thereby minimize imbalances; and (ii) to correct any such imbalances as soon as practical. Company shall monitor the accumulation of daily imbalances by customer and shall have the right to

take corrective action pursuant to this tariff, as required, to eliminate customer encroachment upon upstream transportation, storage, or no-notice service capacity held by Company for general system supply.

3.21.5.A. A Critical Period Event may be called for operational purposes relating to a physical event causing or threatening a system failure and/or existence of an Operational Flow Order ("OFO") on the upstream pipeline. Additionally, the Company's declaration of a Critical Period Event will be location-specific, when possible, and the Company is not required to apply the Critical Period Event where corrective action would not be curative of the critical situation. A Critical Period Event declared for economic purposes shall be applicable only to customers with an annual average customer delivery of 100 MMBtu or less. Critical Period Events declared for economic purposes may be declared only on days when the *Gas Daily* price differs by more than $.50 per MMBtu from the *Inside FERC* Enable-East First-of-the-Month Index. The Company shall notify affected customers verbally of the critical situation and customers shall have a minimum of twenty-four (24) hours to bring receipts and deliveries into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to customer of critical situation, customer has not balanced receipts and deliveries, Company shall have the right to balance deliveries and receipts. Company shall not be obligated to redeliver a greater volume of gas to the point of delivery than it received at the point of receipt for customer's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the critical situation no longer exists. An imbalance that occurs during such critical situation, after the

expiration of the notice period, may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the "Critical Period Price."

(i) The Critical Period Price shall be the applicable regional posting for the upstream pipeline expressed in ($/MMBtu) for the day of delivery as found in the publication *Gas Daily* under the heading "Daily Price Survey" and under the subheading "Midpoint." If *Gas Daily* fails to publish this information for the upstream pipeline for the day of delivery, then the Critical Period Price shall be based upon the same information published by *Gas Daily* in regard to Henry Hub for the day of delivery, adjusted to reflect the variance between the most recently published monthly indices for the applicable upstream pipeline and Henry Hub.

(ii) If, on any day during a critical situation, after the expiration of the notice period, customer delivers to Company volumes of gas that are greater than customer's gas requirements at the point of delivery then Company can purchase such over-delivered volumes at the point of delivery from customer at the following rates per MMBtu. The first 6% of over-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 6% will be cashed out at a rate equal to 50% of the Critical Period Price.

(iii) If, on any day during a critical situation, after the expiration of the notice period, customer delivers to

Company volumes of gas that are less than customer's gas requirements at the point of delivery, then Company may require customer to purchase such deficiency at the point of delivery from Company at the following rates per MMBtu. The first 6% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 6% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

(iv) Any Critical Period imbalance incurred of 10 MMBtu or less shall not be subject to Critical Period cash-out pricing. Such imbalances will be deferred until the end of the month, and will be cashed out in accordance with the terms of Part 3.21.8.

(v) Company shall make a reasonable effort to provide 24 hours' notice of the issuance of a CPE. Upon issuance of notice of a CPE, Company will allow shipper to submit revised nominations to the extent permitted by the upstream pipeline declaring an OFO, in an attempt to minimize imbalance activity on the Company's system. During any CPE, Company shall remain obligated to deliver all natural gas supplies that it receives on behalf of each individual shipper.

3.21.5.B. For any multi-day period measured from the beginning of the first day of the Month where a cumulative imbalance is equal to or greater than 6% of the projected deliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance.

For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cash-out transactions for cash out quantities that are 3% or less of deliveries shall be equal to 75% of the Critical Period Price for cash-out purchases by Company from customer and 125% of Critical Period Price for cash-out purchases required of customer from Company. The "cash-out" price applicable to such intra-month cash-out transactions for cash out quantities that are in excess of 3% of deliveries shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from customer and 150% of Critical Period Price for cash-out purchases required of customer from Company. The Company shall give a two-day warning before penalties are imposed.

3.21.6. Company shall not be obligated under any circumstances: (i) to deliver more gas to customer during any given day or month than it shall have received for the account of customer during said period; or (ii) to receive or deliver during any given Day a total quantity of gas in excess of the MDWQ.

3.21.7. Customer will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of customer, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve customer of its obligations under this rate schedule or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

3.21.8. At the end of each Service Month, remaining customer Imbalances to the extent the receipts do not equal deliveries under customer's Agreement shall be cashed out. To the extent customer owes natural gas volumes to Company (deliveries exceeded receipts) customer will purchase said volumes at the applicable cash-out price described below. To the extent Company owes natural gas volumes to customer (receipts exceeded deliveries), Company will purchase said volumes at the applicable cash-out price described below.

	Overage	Underage
Imbalance Level	The Company Pays Customer	Customer Pays the Company
From 0% to 5%	100%	100%
From 5% to 10%	80%	120%
From 10% to 15%	70%	130%
From 15% to 20%	60%	140%
Greater than 20%	50%	150%

Overages in all tiers will be priced, using the applicable percentage, at the lesser of: *Inside FERC* Enable-East First-of-the-Month Index or the Company's Commodity Cost component. Underages in all tiers will be priced, using the applicable percentage, at the greater of: *Inside FERC* Enable-East First-of-the-Month Index or the Company's Commodity Cost component under the Gas Supply Rate Rider.

3.21.9. The imbalances incurred due to customers' reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range for the determination of the applicable cash-out price.

3.22. PREDETERMINED ALLOCATION

3.22.1. Should customer elect service under this rate schedule under more than one of the two supply options, such that gas delivered by Company at any single delivery point will involve supply under more than one of the two options, Company and customer shall enter into a Predetermined Allocation Agreement ("PDA") in the form appended to this rate schedule. This PDA will establish the allocation of deliveries, which can be relied upon by either party in the conduct and performance under the Agreement. The method of allocation can be: (i) ranked (order through the meter); (ii) pro rata; (iii) fixed percentage; (iv) swing; or (v) any other method to which both Company and customer agree. Each PDA shall be effective for at least one Service Month and shall remain in effect until superseded by a new PDA.

3.23. POOLING SERVICE

3.23.1 The Company shall make Pooling Service available to any party (hereinafter referred to as Pool Manager) that requests Pooling Service from Company when:

(a) Company has received, reviewed and accepted a credit application from Pool Manager, and Pool Manager has been deemed creditworthy.

(b) Company and Pool Manager have executed a Pooling Service Agreement in the form acceptable to Company.

(c) Pool Manager has submitted formal documentation of agency for customers subject to aggregation under this service.

(d) Pool Manager complies with all applicable provisions of this rate schedule.

Pooling service shall be available subject to capacity constraints and operational conditions. Company reserves the right to require the Pool Manager to deliver supply adequate to meet the requirements of the customers served by the Pool Manager.

3.23.2. Pooling shall consist of the aggregation of the Receipt Point(s) available to customers subject to the Pooling Service Agreement and deliveries made at Delivery Point(s) delivered subject to the Pooling Service Agreement. The Pool Manager, having documented agency authority, shall submit nominations and allocation information for all customers subject to the Pooling Service Agreement, to Company, in accordance with Part 3.20.

Company shall not have any liability to a Pool Manager or customer as a result of Company's reliance on the performance of Pool Manager.

3.23.3. Pooling Managers shall make Pooling Service available for all customers for which Pooling Manager provides supply services on the Company's system.

3.23.4. Imbalances in a Pool will be calculated by determining the difference between total aggregated receipts into the Pool and the total deliveries allocated out of the Pool to end users. Imbalance tolerances outlined in Part 3.21.5.A., 3.21.5.B. and 3.21.8. shall apply to the aggregated imbalance total, unless and until Pooling rights are interrupted for a specified period.

3.23.5. Imbalances incurred subject to Parts 3.21.5.A., 3.21.5.B. and 3.21.8. will be billed as specified in the Pooling Service Agreement. In the event that the Pool Manager fails to pay invoices, customer will remain liable for payment of all charges, as acknowledged in the Pooling Service Agreement.

Should Pool Manager fail to pay invoices calculated at the aggregated level, upon default to the individual customer invoice, the invoice shall be recalculated at the individual customer level, without benefit of the aggregated tolerance.

3.23.6. Pooling Service Agreements and Agency Agreements, and changes thereto, shall become effective on the first day of the month provided that the Company receives such Agreements, or changes thereto, at least five (5) business days before the first day of the month.

3.24. WARRANTY OF TITLE

3.24.1. Customer shall have title to and shall warrant its title to all gas delivered to Company under the TSO of this rate schedule, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Customer shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Customer shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. Customers entering into Agreements as specified in Part 3.1.1. shall have the right to deliver volume for redelivery, available exclusively for customers' own use. Such delivery rights shall not be resold to or shared with third parties.

3.25. ASSIGNMENT

3.25.1. Customer shall not assign the Agreement in whole or in part, nor shall customer agree to provide services to others by use of any capacity

contracted for under the Agreement, without Company's prior written consent. In addition to all other rights and remedies, Company may terminate the Agreement immediately if it is assigned by customer or if customer subcontracts its transportation capacity to others without such prior consent, whether the assignment be voluntary or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives.

3.26. TRANSPORTATION REGULATIONS

3.26.1. With regard to all aspects of the transportation service, it is recognized that Company operates a local distribution system, and, accordingly, all provisions hereof having to do with transportation of gas and the charge therefore, including Company's obligation to transport gas at all, are subject and subordinate to the provisions of any certificates and rate schedules issued by or filed with the Commission or successor authority, as well as any and all local, state and federal laws, orders, rules and regulations, to the extent applicable to the transportation of gas by Company, as contemplated hereby. To the extent that any local, state or federal authorization and/or approval is required to provide such transportation service, Company will proceed with due diligence to seek to obtain same as and when necessary in such manner as Company considers to be appropriate, provided that due diligence will not obligate Company to accept conditions or rates otherwise unacceptable to Company.

3.27. UNACCEPTABLE QUANTITIES

3.27.1. Company shall have the right to refuse at any time, and from time to time, to receive at any receipt point or to deliver at any delivery point a quantity of gas that Company determines, in its reasonable judgment, to be unduly burdensome from an operating or administrative standpoint.

3.28. LIMITATION OF LIABILITY

3.28.1. In no event shall Company be liable (in contract or in tort, including actions based on claims of negligence) to customer or any other claimant for special, indirect, incidental, or consequential damages, including, but not limited to, lost profits and any part of the expense incurred in securing alternative services which exceeds the amount customer would have paid hereunder, resulting from Company's performance, nonperformance or delay in performing its obligations hereunder.

3.29. FACILITIES POLICY

3.29.1. Section VII of the Standard Service Rules and Regulations shall govern when gas is connected to a new facility.

3.30. SALES SERVICE

3.30.1. Company shall only be obligated to provide sales service to customer if and to the extent it is purchased and contracted for by customer pursuant to one of Company's filed rate schedules. In those circumstances in which customer elects to purchase sales service offered by Company during periods of full or partial interruption of transportation service by customer's upstream pipeline transporter, customer shall pay Company the total applicable cost of providing such emergency sales service.

3.31. OPERATIONAL NOTICES AND COMMUNICATIONS

3.31.1. Company shall make available scheduling personnel on a twenty-four (24) hour basis. Customer shall provide, and update as necessary, the name, address, and telephone number of an operational contact person or persons who will be available on a twenty-four (24) hour basis to receive or provide communications involving receipts, deliveries, curtailment and for any other purposes relating to customer's service under this rate schedule. Company shall be entitled to rely on such contact person's actions and communications for all purposes and shall have no liability for doing so, and if customer fails to designate such person or such person is unavailable to Company at any time, customer may be liable and shall indemnify and hold Company harmless from and against losses, damages and other expenses which Company or any other person may suffer or for which Company may be liable which are attributable to such failure or unavailability.

3.32. APPENDICES

3.32.1. The following appendices shall apply to both large commercial and small commercial customers under the TSO. For small commercial customers, references to the "LCS" rate schedule shall be changed to the SCS rate schedule where appropriate.

SUMMIT UTILITIES ARKANSAS, INC.

CLEAN FINAL TARIFFS

CPI Rate Schedules

1. RESIDENTIAL FIRM SALES SERVICE (RS-1)

1.1. AVAILABILITY

1.1.1. This rate is available to any consumer where gas is delivered to an individually metered, single, private dwelling and its appurtenances, the major use of which is for household appliances, and for the personal comfort and convenience of those persons residing therein. This rate schedule is not available for any dwelling used principally for commercial purposes. Natural gas supplied hereunder is for the individual use of the customer at the point of delivery and shall not be resold or shared with others. Standby service is not available under this rate schedule.

1.2. RATES

1.2.1. Each customer receiving service under this rate schedule shall be charged the sum of (a), (b), and (c) as follows:

(a) Monthly Customer Charge -- $18.02. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

(b) Distribution Rate:

First 15 Ccf at $0.75998 per Ccf
Over 15 Ccf at $0.61314 per Ccf

(c) Gas Supply Rate - The Gas Supply Rate will be calculated and adjusted periodically as defined in the Company's Gas Supply Rate Rider.

(d) WNA Rider will be applicable only to volumes in excess of 15 Ccf per month.

1.3. MINIMUM CHARGE

1.3.1. Monthly Customer Charge -- $18.02. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

1.4. RIDERS

1.4.1. In addition to the Gas Supply Rate Rider, the following riders are applicable to service under this rate schedule:

Rider Name	Description	Identification on Customer Bills
CPI	Consumer Price Index Rider	CPI
TA	Municipal Tax Adjustment	Municipal Franchise Adj
WNA	Weather Normalization Adjustment	Weather Normalization Adj
EECR	Energy Efficiency Cost Recovery Rider	EE Cost Rate

1.4.2. Service will be rendered under this rate schedule until service is discontinued to customer or the schedule is superseded.

1.5. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

1.5.1. The Company's Standard Rules and Regulations, as the same may from time to time be changed in accordance with the law, shall be applicable to service under this rate schedule.

2. SMALL COMMERCIAL FIRM SALES SERVICE (SCS-1)

2.1. AVAILABILITY

2.1.1. This rate schedule is available at points of adequate capacity and suitable pressure on the Company's existing facilities. This rate schedule is available to any consumer engaging in business, professional, institutional or other non-residential activity supplied at an individually metered point of delivery for all uses of gas. Natural gas supplied hereunder is for the individual use of the customer at the point of delivery and shall not be resold or shared with others. Standby service is not available under this rate schedule.

2.1.2. Gas consumption under this rate schedule is limited to 365,000 Ccf in any 12 consecutive month period. If at any time, it is anticipated, based on Company's estimate, that the customer will consume in excess of 365,000 Ccf per year in the succeeding 12 consecutive month period, the customer shall become subject to the applicable large commercial firm service rate schedule.

2.1.3. Company has historically allowed the volume usage of meters at business facilities under common ownership and subject to this rate schedule to be aggregated for the sole purpose of establishing eligibility for transportation as referenced in Part 3.1.3. of Rate Schedule LCS-1. Customers historically qualifying for transportation under this aggregation provision shall remain subject to the rates and charges under this rate schedule in addition to any additional specific rates, charges, or adjustment riders peculiar to the Transportation Supply Option ("TSO") set out in Rate Schedule LCS-1, such as, but not limited to, administrative fees. Customers aggregating volume shall be subject to all provisions and policies governing TSO option customers as specified in LCS-1, except as provided for herein. Although no aggregation will be allowed for eligibility, the ability to

aggregate for eligibility purposes at existing and new locations shall remain unchanged for transportation customers eligible under such aggregation provision prior to September 21, 2002. Future aggregation for the purpose of qualification, except as otherwise referenced herein, is prohibited. Each individual account of historically qualified customers shall be treated as a separate account and shall be subject to the same rates and charges under the originating SCS-1 or LCS-1 rate schedule, and are additionally subject to any specific rates, charges or riders specific to the TSO.

For the purpose of establishing eligibility for the "TSO" defined in the LCS rate schedule, customers experiencing or anticipating an average daily demand of 10 MMBtu per day during the preceding or succeeding twelve months will be eligible for the TSO. Customers qualifying for transportation who choose the TSO shall be subject to rates and charges under the SCS-1 rate schedule, and are additionally subject to any additional specific rates, charges or riders specific to the TSO.

2.1.4. Customers converting from transportation service to sales service will be required to contract for such sales services between the months of February through April preceding the expiration of the primary or any succeeding term of the Customer's existing contract. Customers seeking to contract for sales service during the required time frame will be allowed to convert to sales service provided that the Company is able to secure firm upstream transportation capacity and other upstream pipeline services sufficient to meet the Customer's needs. Any such conversion will be effective upon the expiration of the term of the Customer's existing contract, unless the Company and the Customer agree otherwise.

2.1.5. Seasonal Transportation. Customer facilities experiencing more than 80% of annual load during the flow months April through October, and who experience or anticipate an average daily demand of more than 10 MMBtu

per day during any consecutive 30-day period of the preceding or succeeding April through October, are eligible to transport on a seasonal basis. Customers meeting the aforementioned criteria, may elect the TSO option and choose a subsequent return to the System Supply Option ("SSO") only once during the calendar year. Customers electing the TSO on a seasonal basis, pursuant to notice given prior to May 31st or thirty days prior to commencement of service, whichever is earlier, may receive transportation service for a continuous period of at least 30 days between April 1 and October 31. Customers electing the TSO option on a seasonal basis are subject to the TSO contract administration fee. Additionally, each participating location shall pay a $300 set-up fee upon initial election and upon any subsequent return to transportation service.

2.2. RATES

2.2.1. Each customer receiving service under this rate schedule shall be charged the sum of (a), (b), and (c) as follows:

(a) Monthly Customer Charge - $19.43. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

(b) Distribution Rate for customers electing the SSO option:

First 1,500 Ccf at	$0.22690
1,501 – 15,000 Ccf at	$0.17162
Over 15,000 Ccf at	$0.07357

Distribution Rate for customers electing the TSO option:

First 150 MMBtu at	$2.38866

151 – 1,500 MMBtu at	$1.80663
Over 1,500 MMBtu at	$0.77450

(c) Gas Supply Rate - The Gas Supply Rate will be calculated and adjusted periodically as defined in the Company's Gas Supply Rate Rider.

(d) WNA Rider will be applicable only to volumes in excess of 78 Ccf.

2.2.2. Rates for customers historically qualifying for service under the Part 2.1.3. aggregation provision and customers qualifying for transportation under this rate schedule will be subject to thermal adjustment. Delivered volumes will be adjusted by the appropriate thermal content factor obtained from the nearest available chromatograph or sampling location (Ccf / 10) x thermal content factor = MMBtu).

2.3. MINIMUM CHARGE

2.3.1. Monthly Customer Charge -- $19.43. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

2.4. TELEMETERING

2.4.1.

Telemetering is required for customers electing and qualifying for transportation service. Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow at customer's point of delivery. Existing customers shall have the option between analog telemetry and wireless telemetry, if suitable wireless service is available. New customers may chose from one of two

wireless telemetry options. Customer will pay Company for telemetry equipment under one of the following payment options as chosen by the customer:

( ) Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter. Option 1 is limited to existing Option 1 customers and not available for new customers electing transportation service.

( ) Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $30 per month per meter for meters that do not require pressure instrumentation and $84 per month per meter for meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter. Option 2 is limited to existing Option 2 customers and will not be available to new customers electing transportation service.

( ) Option 3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be $10 per month per meter, and Customer will not be subject to meter reading fees.

( ) Option 4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $40 per month for meters that do not require pressure instrumentation and $94 per month per meter for meters that do require

pressure instrumentation. The customer will not be subject to meter reading fees.

In the event customer has in place working telemetering facilities and equipment; and the customer receives system supply service; and Company determines it necessary to keep the telemeter(s) operational, Company will arrange and pay for the associated telecommunications cost while the customer receives sales service under this rate schedule.

2.4.2. If an existing Option 1 or Option 2 customer has choosen analog telemetry, then customer shall be responsible for installing and maintaining telecommunications lines. Should customer fail to maintain or repair telecommunications lines required to communicate with telemetry equipment, Company shall have the right to bill customer all labor and expense required to manually read the meter, at whatever intervals the Company may deem necessary. If a repair is not made within forty-five (45) days, Summit Utilities Arkansas, Inc. will install wireless telemetry equipment pursuant to Option 4. At such times when telecommunication lines, or other such analog equipment, need replacement, customer will be required to elect a wireless telemetry option as listed above.

If customer chooses wireless telemetry, then customer shall pay Company $10 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule.

2.5. RIDERS

2.5.1. In addition to the Gas Supply Rate Rider, the following riders are applicable to service under this rate schedule:

Rider Name	Description	Identification on Customer Bills
CPI	Consumer Price Index Rider	CPI
TA	Municipal Tax Adjustment	Municipal Franchise Adj
WNA	Weather Normalization Adjustment	WNA
EECR	Energy Efficiency Cost Recovery Rider	EECR

2.5.2. Service will be rendered under this rate schedule until service is discontinued to customer, the customer qualifies for service under the large commercial firm service rate schedule, or the schedule is superseded.

2.6. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

2.6.1. The Company's Standard Rules and Regulations, as the same may from time to time be changed in accordance with the law, shall be applicable to service under this rate schedule.

3. LARGE COMMERCIAL FIRM SERVICE (LCS-1)

3.1. AVAILABILITY

3.1.1. This rate schedule is available at points of adequate capacity and suitable pressure on the Company's existing facilities. This rate schedule is available to any customer at a particular facility owned or operated by customer who enters into a large volume commercial service agreement ("Agreement") with Company, in the form appended to this rate schedule on reasonable terms and conditions acceptable to the Company, for delivery of gas at the facility, provided such facility has experienced, or anticipates, an average daily demand of more than 100 MMBtu per day during the preceding or succeeding twelve (12) months, respectively.

For the purpose of establishing eligibility for the Transportation Supply Option ("TSO") defined in this rate schedule, customers experiencing or anticipating an average daily demand of 10 MMBtu per day during the preceding or succeeding twelve months will be eligible for the TSO. Customers choosing the TSO will remain under their originating SCS or LCS rate schedules, and are additionally subject to any specific rates, charges or riders specific to the TSO.

3.1.2. Company has historically allowed the volume usage of meters at facilities under common ownership and subject to other commercial rate schedules to be aggregated for the sole purpose of establishing eligibility for transportation. Although no aggregation will be allowed for eligibility, the ability to aggregate for eligibility purposes at existing and new locations shall remain unchanged for transportation customers eligible under such aggregation provision prior to September 21, 2002. Future aggregation for the purpose of qualification, except as otherwise referenced herein, is prohibited. Each individual account of historically qualified customers shall be treated as a separate account and shall be subject to the same rates and charges under the originating SCS or LCS rate schedule, and are

additionally subject to any specific rates, charges or riders specific to the TSO.

3.1.3. Customers under this rate schedule may choose between two sources of supply, as follows:

(a) System Supply Option ("SSO") - under which customer will be delivered natural gas supply designated as general system supply of Company.

(b) Transportation Supply Option ("TSO") - under which customer will be delivered natural gas supply received for customer's account at points of receipt on Company's distribution facilities.

3.1.4. The customer's election between the two supply options under this rate schedule shall be set forth in the requisite Agreement which will specify the term (duration) of this customer election. Under no circumstances shall the Company be obligated to (a) deliver natural gas volumes to a customer under this rate schedule from a supply source other than the one reflected in customer's election embodied in the Agreement or (b) enter into an agreement with a term of less than one year. LCS customers failing to execute the requisite agreement setting forth the supply option election, shall default to the System Supply Option, and shall remain until such time that an agreement setting forth the alternative supply option is executed.

3.1.5. If customer has human needs requirements, or other requirements necessary for the preservation of life, health or physical property, the Company will require customer to certify and document such requirements in writing prior to the start of service. The Customer shall update the Company in writing when its human needs requirements change.

3.1.6. Additionally, if customer has human needs requirements under the TSO, the Company will require customer to certify and document to Company that it:

(a) has made firm pipeline capacity and gas supply arrangements sufficient to ensure non-interruptible deliveries to satisfy its level of human needs requirements. This documentation will include written acknowledgement from the upstream pipeline that firm, primary delivery point capacity is under contract for the appropriate location that will service customer, and that such capacity is under contract for the entire November through March time period; or,

(b) has one or more alternative energy back-up systems in place to provide for continuous energy to satisfy the total human needs requirements that otherwise would be met by natural gas. In such instance, there will be no requirement to meet this firm pipeline capacity and gas supply provision.

3.1.7. Customers converting from sales service to transportation service shall bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from that conversion, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the converting customer upon request. Upon request, Company shall provide a good faith estimate of such costs/credits based upon representations made by the customer as to usage, demand, timing, and other factors.

3.1.8 Customers converting from transportation service to sales service will be required to contract for such sales service between the months of February through April preceding the expiration of the primary or any succeeding term of the Customer's existing contract. Customers seeking to contract for sales service during the required time frame will be allowed to convert to sales service provided that the Company is able to secure firm upstream transportation capacity and other upstream pipeline services sufficient to

meet the Customer's needs. Any such conversion will be effective upon the expiration of the term of the Customer's existing contract, unless the Company and the Customer agree otherwise.

3.1.9. Seasonal Transportation. Customer facilities experiencing more than 80% of annual load during the flow months April through October, and who has experienced or anticipates an average daily demand of more than 10 MMBtu per day during any consecutive 30-day period of the preceding or succeeding April through October, are eligible to transport on a seasonal basis. Customers meeting the aforementioned criteria, may elect the TSO option and choose a subsequent return to the SSO option only once during the calendar year. Customers electing the TSO option on a seasonal basis, pursuant to notice given prior to May 31st or thirty days prior to commencement of service, whichever is earlier, may receive transportation service for a continuous period of at least 30 days between April 1 and October 31. Customers electing the TSO option on a seasonal basis are subject to the TSO contract administration fee. Additionally, each participating location shall pay a $300 set-up fee upon initial election and upon any subsequent return to transportation service.

3.2. MAXIMUM QUANTITIES

3.2.1. Company and customer shall agree upon a Maximum Daily Winter Quantity ("MDWQ") applicable to the period from November through March which will be reflected in the Agreement, and shall establish the maximum MMBtu Quantity that the Company will be obligated to deliver on a firm basis on any given day to customer's point of delivery until such maximum quantity is revised pursuant to Part 3.2.4.

3.2.2. Average Daily Volume shall be calculated by dividing the annual volume by 365.

3.2.3. Under no circumstances is Company required to agree to an MDWQ, Average Daily Volume or other quantity-related obligation under this rate

schedule that it finds inconsistent with actual expected operating outcomes or load requirements based on observed historical operating data, the level and nature of currently installed natural gas facilities, equipment and appliances, or other relevant, reasonable and appropriate information or data. When entering into a new Agreement, an existing customer will not be required to agree to an MDWQ, Average Daily Volume or other quantity-related obligation under this rate schedule that is less than the quantities in effect during the previous Agreement, provided, however, that the quantities sought by the customer were actually experienced during the two-year period preceding the new Agreement.

3.2.4. Unless agreed otherwise, should customer deliveries exceed the Initial MDWQ during the period from November through March, then delivery demand set on that day shall reestablish the MDWQ and shall hereinafter be referred to as the Replacement MDWQ. Should annual deliveries exceed previously established levels, for the prior 12-month period, then the Initial Average Daily Volume will be reestablished for the annual period, and shall be known as the Replacement Average Daily Volume. The Replacement MDWQ or Average Daily Volume, respectively, become effective on the first day of the month after which the excess occurred for all meters read on and after that date, and continue for the remaining term of the contract or until such time that a Replacement MDWQ or Average Daily Volume is established. The Replacement MDWQ or Average Daily Volume shall not, however, exceed the quantity that is capable of being received or delivered on a firm basis. In the event that the Replacement MDWQ or Average Daily Volume would otherwise exceed the quantity that is capable of being received or delivered on a firm basis, then the Replacement MDWQ or Average Daily Volume shall be the maximum level that can be received or delivered on a firm basis.

3.2.5. Company shall not be obligated to receive or deliver more than the Maximum Hourly Quantity ("MHQ"). If customer takes gas in excess of the specified MHQ at the point of delivery without the approval of Company, and such excess flow causes physical harm to the Company, its other customers or its facilities, then customer shall reimburse Company for the actual cost of damages or harm or repairs to its facilities, plus overhead expenses, within 15 days after the date of Company's invoice to customer for such damages.

3.3. CAPACITY DEMAND

3.3.1. Each individually metered point of delivery under this rate schedule shall have a capacity demand ("CD"), equal to the higher of:

(a) The Initial MDWQ specified in customer's Agreement with Company, subject to the maximum quantities provision herein, or the Replacement MDWQ as established pursuant to the provisions of Part 3.2.4.

(b) The Initial Average Daily Volume specified in customer's Agreement with Company, or the Replacement Average Daily Volume as established pursuant to the provisions of Part 3.2.4.

3.3.2. This CD shall be the billing determinant for both distribution demand charges and Fixed Storage Charges, Fixed Gas Supply Charges and Fixed Transportation Charges (GSR Demand) under the Gas Supply Rate Rider. The Initial MDWQ or Initial Average Daily Volume, the higher of which is also known as the Initial CD, shall remain in place until such time as a Replacement MDWQ or Replacement Average Daily Volume, the higher of which is also known as the Replacement CD, is established pursuant to the provisions of Part 3.2.4. During the course of the contract term, the CD established as billing determinant shall be the higher of the Initial CD under the contract or any Replacement CD established during the previous 12-month period. Unless agreed upon otherwise, if during the course of a

multi-year contract, any Replacement CD established pursuant to Part 3.2.4. does not re-occur during any prior 12-month period, then effective the first day of the following month the Replacement CD will be established as the higher of the Initial CD or highest daily volume during the MDWQ period that falls within the previous twelve months. In no instance shall the Replacement CD be based upon usage occurring before the effective date of the customer's Agreement.

3.4. RATES

3.4.1. Each customer receiving service under this rate schedule, other than small commercial firm sales service customers historically qualifying under the Part 3.1.2. aggregation provision, shall be charged the sum of (a), (b), (c) and (d) as follows:

(a) Distribution Customer Charge - $403.76 per month. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

(b) Distribution Demand Charge per MMBtu of CD per month:

(i) $11.43972 per MMBtu of CD up to 400 MMBtu of CD

plus, if applicable

(ii) $1.76756 per MMBtu of CD over 400 MMBtu of CD.

(c) Gas Supply Rate Rider :

(i) SSO - The Gas Supply Rate will be calculated and adjusted periodically as defined in the Company's Gas Supply Rate Rider.

(ii) TSO - The customer will provide the appropriate LUFG-in-Kind as described in the Company's Gas Supply Rate Rider. Volumes provided as LUFG-in-Kind will not be considered

in the calculation of Capacity Demand and shall not be subject to Distribution Charges.

3.4.2. Monthly charges applicable to customers under the TSO described in Part 3.1.3. of this rate schedule, including small commercial firm sales service customers historically qualifying under the Part 3.1.2. aggregation provision of this rate schedule or qualifying for transportation under the SCS rate schedule, are as follows:

(a) Contract Administration Fees:

TSO - $342.37 per month.

3.5. MINIMUM CHARGE

The sum of (a), (b), and (c) if applicable:

(a) Distribution Customer Charge - $403.76 per month. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

(b) Distribution Demand Charge - per MMBtu of CD per month:

(i) $11.43972 per MMBtu of CD up to 400 MMBtu of CD

plus, if applicable

(ii) $1.76756 per MMBtu of CD over 400 MMBtu of CD

(c) Contract Administration Fee – TSO - $342.37 per month.

3.6. TELEMETERING EQUIPMENT

3.6.1. Telemetering is required for all customers who receive service pursuant to this rate schedule, including customers qualifying under Part 3.1.2. of the aggregation provision of this rate schedule. If Company does not have telemetry at customer's point of delivery, upon execution of the Agreement, Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at customer's point of delivery. Existing customers shall have the option between analog telemetry and wireless telemetry, if suitable wireless service is available. New customers may choose from one of two wireless telemetry options. Customer will pay Company for telemetry equipment under one of the following payment options as chosen by the customer:

( ) Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter. Option 1 is limited to existing Option 1 customers and not available for new customers electing transportation service.

( ) Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $30 per month per meter for meters that do not require pressure instrumentation and $84 per month per meter for meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter. Option 2 is limited to existing Option 2 customers and will not be available to new customers electing transportation service.

( ) Option 3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be $10 per month per meter, and Customer will not be subject to meter reading fees.

( ) Option 4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $40 per month for meters that do not require pressure instrumentation and $94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees.

3.6.2. If an existing Option 1 or Option 2 customer has choosen analog telemetry, then customer shall be responsible for installing and maintaining telecommunications lines. Should customer fail to maintain or repair telecommunications lines required to communicate with telemetry equipment, Company shall have the right to bill customer all labor and expense required to manually read the meter, at whatever intervals the Company may deem necessary. If a repair is not made within forty-five (45) days, Summit Utilities Arkansas, Inc. will install wireless telemetry equipment pursuant to Option 4. At such times when telecommunication lines, or other such analog equipment, need replacement, customer will be required to elect a wireless telemetry option as listed above.

If customer chooses wireless telemetry, then customer shall pay Company $10 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule.

3.7. RIDERS

3.7.1 In addition to the Gas Supply Rate Rider, the following riders are applicable to service under this rate schedule:

Rider Name	Description	Identification on Customer Bills
CPI	Consumer Price Index Rider	CPI
TA	Municipal Tax Adjustment	Municipal Franchise Adj

EECR	Energy Efficiency Cost Recovery Rider	EE Cost Rate

3.7.2. Service will be rendered under this rate schedule until service is discontinued to customer, the customer qualifies for service under the small commercial firm sales service rate schedule, or the schedule is superseded.

3.8. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

3.8.1. The Company's Standard Rules and Regulations, as the same may from time to time be changed in accordance with the law, shall be applicable to service under this rate schedule.

3.9. BILLING AND PAYMENT

3.9.1. Customer’s bills will be based on capacity demand and the quantity of MMBtu’s delivered to customer at the delivery point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within fourteen (14) days after the date the bill is mailed or made available electronically. Company shall have the right to bill customer each month hereunder on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Amounts past due hereunder shall bear interest from the due date until paid at the maximum lawful rate. The Company shall not discontinue service to customer for violation of its rates and policies nor for non-payment of bills, without first having diligently tried to induce the customer to comply with its rates and policies, or to pay amounts due the Company. Company may suspend service to customer after written notice shall have been given to the customer by the Company in the manner provided for in the Commission's Rules. Company may require as a condition of recommencement or

continuation of service the maximum refundable deposit or bond allowed by the Commission to secure payment of bills. Interest at such rates as are required by the Commission shall be paid on any such deposit amount.

3.10. DEFINITIONS

3.10.1. The following terms when used herein shall be construed to have the following meaning, except where the context of their use clearly indicates another meaning:

3.10.2. The term "Large Volume Commercial Customer Agreement" (Agreement) shall mean a written and fully executed agreement between Company and customer which provides for service under the applicable supply option of this rate schedule.

3.10.3. The term "customer" shall mean the party so identified in the Agreement, or its designee.

3.10.4. The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Standard Time, at the point at which delivery of gas is made.

3.10.5. The term “month,” “Service Month,” or “monthly” shall mean the period beginning at or as near as practicable to 9:00 a.m., Central Standard Time, on the first day of the calendar month and ending as near as practicable to 9:00 a.m. on the first day of the next succeeding calendar month.

3.10.6. The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3.10.7. The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60

degrees) Fahrenheit, and at a pressure of 14.73 pounds per square inch absolute.

3.10.8. The term "Mcf" shall mean one thousand (1,000) cubic feet of gas.

3.10.9. The term "Btu" shall mean British Thermal Unit.

3.10.10. The term "MMBtu" shall mean one million (1,000,000) Btu's.

3.10.11. The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

3.10.12. The term "balancing" shall mean the service provided by Company when quantities of gas received by Company at the Point(s) of Receipt differ at any time from the quantities of gas delivered by Company at the Point(s) of Delivery under the Agreement.

3.10.13. 3.10.13.The term "Point(s) of Receipt" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of customer.

3.10.14.The term "Point(s) of Delivery" shall mean the point or points specified in the Agreement where Company agrees to deliver gas transported for the account of customer.

3.10.15.The term "imbalance" shall mean the difference in the MMBtu's of natural gas which customer takes at the Point(s) of Delivery and the MMBtu's which customer provides for transportation at the Point(s) of Receipt.

3.10.16.The term “Average Daily Volume” shall be calculated by dividing the annual volume by 365.

3.10.17.The term “Maximum Hourly Quantity” or “MHQ” shall mean the maximum MMBtu Company is obligated to deliver or receive for

customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of, MDWQ or Average Daily Volume.

3.10.18. The term "Initial CD" shall mean the higher of the Average Daily Volume or the Maximum Daily Winter Quantity "MDWQ." The Initial CD shall be negotiated by the Company and the customer.

3.10.19. The term "Initial Maximum Daily Winter Quantity" shall mean the Maximum Daily Winter Quantity "MDWQ" reflected on the initial Exhibit A to the Large Volume Commercial Customer Agreement.

3.10.20. The term "Replacement CD" shall mean a daily volume higher than the Initial CD, that is substituted and used as a CD pursuant to Part 3.3.2.

3.10.21. The term "Replacement Maximum Daily Winter Quantity" shall mean the Maximum Daily Winter Quantity "MDWQ" reflected on the revised Exhibit A to the Large Volume Commercial Customer Agreement.

3.10.22. The term "*Inside FERC* Enable-East First-of-the-Month Index," or "Enable Index," shall mean the price published in Platt's *Inside FERC*'s *Gas Market Report* under the heading "Prices of Spot Gas Delivered to Pipelines" for "Enable Gas Transmission, LLC." "East" under the subheading "Index" for the applicable Month of gas delivery. For any month in which Platt's *Inside FERC Gas Market Report* fails to report an Enable Index, Company shall substitute the price published in Platt's *Inside FERC Gas Market Report* under the heading "Market Center Spot Gas Prices" for "Henry Hub" under the subheading "Index" for the applicable Month of gas delivery (the "Henry Hub Index"), adjusted to reflect a historical variance between the Enable Index and the Henry Hub Index. The variance shall be the average of the difference between the Henry Hub Index and the Enable Index for the two most recent months in

which both indices were published by Platt's *Inside FERC's Gas Market Report*. "

3.11. GOVERNMENTAL REGULATIONS

3.11.1. Service hereunder shall be subject to all relevant present and future local, state and federal laws and all rules, regulations and orders of regulatory authorities having jurisdiction over any of the parties, as applicable, and the obligations of all parties hereunder are subject to obtaining whatever regulatory approvals and authorizations are necessary for the lawful implementation of the Agreement, on continuing conditions satisfactory to the party affected. Customer shall cooperate with the Company by providing promptly all information and in making whatever reports or filings are necessary in regard to service rendered under this rate schedule. Neither party shall be held in default for failure to perform hereunder if such failure is due to good faith compliance with the requirements of any such laws, orders, rules and regulations. Should any governmental body having jurisdiction impose on the Company or the services provided hereunder or otherwise require service hereunder on terms and conditions that are unacceptable to Company, in its sole discretion, then Company may terminate service hereunder at any time thereafter upon notice to customer. Customer shall also reimburse Company, or cause Company to be reimbursed, for any fees, taxes (other than income and property taxes) or other charges levied or paid by Company to any governmental authorities in connection with or attributable to the services provided hereunder.

3.12. MEASUREMENT

3.12.1. Except as may be otherwise provided elsewhere herein or required by law, the measurement and testing of gas received and delivered hereunder shall be done by Company, or its designee, as measuring party in accordance with the following:

3.12.2. The gas received by Company hereunder shall be measured as follows:

3.12.2.A. The unit of volume shall be 1,000 cubic feet of gas (Mcf) at a temperature base of 60 degrees Fahrenheit and at a pressure base of 14.73 pounds per square inch absolute. Whenever the actual conditions of pressure and temperature of the particular gas stream being measured differ from the above standard, conversion of the volume from such actual conditions to the above standard conditions shall be made in accordance with the Ideal Gas Laws corrected for super-compressibility in accordance with the method customarily used by the measuring party.

3.12.2.B. Measurements of gas shall always be in accordance with requirements of law, and if the procedures, bases, or standards herein contemplated to be used in the determination of gas volumes are changed by law or regulatory action, the applicable rates shall be appropriately modified and adjusted to the extent necessary to the end that calculations to determine sums of money due hereunder after the change will reach the same end result in dollars and cents as would have been reached in the absence of such change.

3.12.2.C. The temperature of the gas at each point of receipt shall be (i) determined by a recording thermometer, (ii) determined by taking the average of the daily readings of an indicating thermometer, or (iii) assumed by mutual agreement to be 60 degrees Fahrenheit, provided that, if a recording thermometer is not being used, customer shall have the right, by reimbursing the cost of the equipment and its installation, to require the use of a recording thermometer. The Btu content of the gas per cubic foot shall be determined on a dry basis in accordance with good engineering practice in a manner reasonably calculated to result in a fair and accurate determination.

3.12.2.D. The specific gravity of the gas shall be determined in accordance with good engineering practice as often as found necessary in operation.

3.12.2.E. Standard type measuring and testing equipment necessary to measure and determine quantities hereunder shall be installed, operated and maintained in a workmanlike manner. Readings, calibrations, tests, repairs and adjustments of said equipment, and changing of charts, shall be done only by employees or agents of measuring party and in accordance with good engineering practice as often as found necessary in operation. Orifice meters, if used, shall be installed and operated, and volumes computed, in accordance with the latest version of the American Gas Association Gas Measurement Committee Report and Appendices thereto, and such amendments thereof as measuring party may place in use on its system for transactions of this type. Customer shall have access to the measuring and testing equipment at reasonable times, and shall have the right to have a representative present at tests, calibrations and adjustments thereof. Upon request by customer for a special test of any meter or auxiliary equipment, the accuracy of same shall be verified promptly, provided that the cost of such special test shall be borne by customer unless the percentage of inaccuracy is found to be more than two percent (2%), then previous readings shall be corrected to zero error for the period of time during which the equipment was known to be inaccurate, or if not known then to the shorter of six (6) months or the last date that the meter was tested; if said total inaccuracy is not more than two percent (2%), then previous reading shall be considered correct but the equipment shall be adjusted to read correctly. Measuring party shall not be required to verify the

accuracy of such equipment more than once in any 90-day period, unless customer has a specific and verifiable reason to believe that the equipment is inaccurate by more than 2%.

3.12.2.F. If any meter or auxiliary equipment is out of service or out for repair for a period of time so that the quantity of gas delivered cannot be ascertained or computed from the reading thereof, then the quantity delivered during such period shall be estimated upon the basis of the best data available, using the first of the following methods which is feasible: (i) by correcting the error if the percentage of error is ascertainable by calibration, test, or mathematical calculations; (ii) by using the registration of any check equipment installed and accurately registering, or (iii) by estimating the volume on the basis of deliveries during preceding periods under similar conditions when the equipment was registering accurately.

3.12.2.G. Upon request, measurement charts and records shall be submitted to customer for examination, the same to be returned within twenty (20) days. The measurement charts and records for a given accounting month shall be conclusively presumed correct if no written objection thereto is served on Company within the 12-month period following the given accounting month. All test data, meter charts and similar records shall be preserved for a period of at least one (1) year.

3.12.2.H. The formal measurement and testing of gas hereunder shall only be by the equipment operated by measuring party, but customer may install, operate and maintain, at customer's own cost, risk and expense and in the same manner as is required for the primary equipment hereunder, check measuring and testing equipment of standard type, provided that the same does not

interfere with the operation of the primary equipment. Company shall have the same rights with respect to check equipment as customer has with respect to the primary equipment.

3.12.2.I. If Company causes any or all of the foregoing measurements and testing procedures to be done by a third-party designee, then in such event:

3.12.2.I(1) Customer's rights hereunder with respect to the third-party's equipment and procedures will be subject to reasonable arrangements by Company with such third party; and

3.12.2.I(2) If the third party's usual and customary procedures differ in particular respects from the detailed procedures set out above, then the third-party's procedures, and measured quantities resulting therefrom shall be acceptable and used hereunder so long as they are consistent with good engineering practice in the industry.

3.12.2.J. The gas delivered by Company to customer after transportation shall be measured in the same manner as are volumes sold by Company to customers of similar size as customer under Company's sales rate schedules.

3.12.2.K. Volume measured in Mcf will be subject to thermal adjustment and billed in MMBtu as measured on a dry basis. Delivered volumes will be adjusted by the appropriate thermal content factor obtained from the nearest available chromatograph or sampling location. The formula for conversion from Mcf to MMBtu is as follows: Mcf x thermal content factor = MMBtu.

3.13. FORCE MAJEURE

3.13.1. Neither customer nor Company shall be liable to the other for failure to perform their respective obligations under the Agreement (other than to make any and all payments thereunder) due to acts or conditions beyond the reasonable control of the parties affected. The obligations of the affected party to perform shall be suspended so long as and to the extent that performance is prevented by the occurrence of such acts or conditions. Such acts or conditions shall be deemed to include, but not be limited to, fire, labor disputes, acts of God, the elements, wars, epidemics, riots, civil disturbances, explosions, breakdown of equipment, test and repairs of pipeline facilities, freezing of wells or pipelines, requirements of local, state or federal authorities, failure of any intermediate transporters relied upon by Company to transport the gas for any reason, failure of appropriate regulatory approvals or lack of sufficient capacity, the inability of Company to obtain or maintain such regulatory authorizations as may be necessary for the lawful performance of the service contemplated hereby on continuing conditions satisfactory to Company, the curtailment of service by Company in accordance with Company's curtailment plan as effective from time to time, failure of gas supply and any other cause, similar or dissimilar, not within the reasonable control of the party claiming relief. The party affected shall notify the other promptly and shall remedy the cause of suspension with reasonable diligence, retaining to such party unqualified discretion in settling labor disputes.

3.14. OPERATING INFORMATION AND FORECASTS

3.14.1. Customer, upon request, shall furnish or cause to be furnished to Company from time to time such reasonable data as in Company's judgment is necessary for the proper analysis of the daily and annual gas load requirements of customer for this service. Customer at all times shall keep Company informed of anticipated significant changes in the size and character of such load requirements.

3.15. USE

3.15.1. All gas delivered to customer under the Agreement shall be for customer's own use and shall not be resold.

3.16. NON-SYSTEM SUPPLY: TERMS AND CONDITIONS

3.16.1. Customer transactions operating under the SSO described in Part 3.1.3. of this rate schedule shall be governed by Company's other generally applicable rates and policies. The operating terms and conditions of service provided hereinafter, in addition to the Company's other generally applicable rates and policies not consistent therewith, shall apply to customer transactions under the TSO of this rate schedule.

3.17. NOTICES

3.17.1. Notices, requests, demands, statements, or bills provided for under this rate schedule and the Agreement (other than those related to nomination, scheduling and other operational issues having immediate operational consequence and requiring shorter notice that either Company or customer may desire to give the other, as provided for under Part 3.32.1.) shall be in writing and if delivered shall be considered as duly delivered when mailed by registered or certified mail to the post office address of Company or customer as indicated in the Agreement, or at such other address as either shall designate by formal written notice to the other. Routine, non-operational communications, including monthly statements and payments if received, shall be considered as duly delivered when mailed by either registered, certified or ordinary mail or when provided electronically.

3.18. RECEIPT OF GAS FOR TRANSPORT

3.18.1. The customer must tender the gas for transportation hereunder at a mutually agreeable point or points as specified in the Agreement at whatever pressure is necessary to effect deliveries of the gas against the fluctuating working pressures maintained in Company's system at that point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales to Company's customers.

3.18.2. Company will be responsible for installing and operating the necessary tap and measurement facilities at each point of receipt to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by customer, upon Company's request, customer shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

3.19. DELIVERY OF GAS BY COMPANY AFTER TRANSPORTATION

3.19.1. Except as may be otherwise specified elsewhere herein, the gas shall be tendered for delivery after transportation at the working pressures maintained from time to time by the delivering party at the designated point of delivery as specified in the Agreement from time to time. It is recognized that the gas delivered to customer after transportation will not be the same gas that Company received for transportation, but that the gas delivered after transportation will meet the quality specifications applicable to gas that Company sells on its system from its general system supply. Company will use its best efforts consistent with the prudent operation of its system to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then customer shall notify Company

of such deficiency and thereupon may, at customer's option, refuse to accept delivery pending correction by Company.

3.19.2. The point where responsibility for the gas shall pass to customer after transportation shall be at the outlet of the delivery facilities at the designated point of delivery. Customer shall provide reasonable access to the premises at the point of delivery for any purpose connected with this service.

3.19.3. Company shall install, operate and maintain whatever facilities are necessary to deliver the gas at the point or points of delivery hereunder and shall indemnify customer and hold it harmless from and against any and all claims, actions, suits, damages, liabilities, penalties, costs and expenses arising out of use, possession or presence of the gas before it passes the point of delivery. If Company agrees to provide new or additional facilities to perform services requested by customer, upon Company's request, customer shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

3.19.4. Customer shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize the gas at and beyond the point of delivery hereunder, and shall indemnify Company and hold it harmless from and against any and all claims, actions, suits, damages, liabilities, penalties, costs and expenses arising out of the use, possession, or presence of the gas at and after it passes the point of delivery.

3.19.5. If the services of one or more other transporters are necessary for Company to provide the service herein contemplated, Company's obligations hereunder shall be subject to the availability of such services by others on continuing terms and conditions acceptable to Company, and in such event, customer agrees that Company may act as agent for customer in arranging for such services, including execution of the necessary agreements therefore and administering same, and arranging and confirming capacity release transactions necessary to facilitate the transaction, provided that, unless

otherwise provided elsewhere, any costs and/or charges or penalties associated with such services by a third party to the point of delivery hereunder shall be borne by customer.

3.20. SCHEDULING AND NOMINATIONS

3.20.1. Nominations for gas flow shall be submitted by customer to Company no later than 10:00 a.m. Central Standard Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by customer to Company no later than 10:00 a.m. Central Standard Time the last business day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and customer may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries and projected deliveries for the Service Month; or (B) higher than the MDWQ or MDSQ in the applicable season; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by the Company, that nomination will remain in effect through the end of the month or until changed by the customer. Company shall confirm nominated volume to Pipeline.

3.20.2. Company will require customer to comply with the scheduling and nominating procedures as set forth in customer's upstream pipeline supplier's transportation tariffs as on file with and approved by the Federal Energy Regulatory Commission. Customer shall be liable for and shall compensate Company for any costs imposed upon Company as a result of customer's scheduling and nomination deviations or non-compliance.

3.21. BALANCING

3.21.1. General Intent: These balancing provisions are in recognition of the fact that Company's upstream transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply.

3.21.1.A. SSO transactions are allocated costs associated with the Company's upstream transportation, storage and no-notice service capacity. Therefore, SSO transactions have defined relative rights to those upstream services.

3.21.1.B. TSO transactions are not allocated any costs associated with the Company's upstream transportation, storage and no-notice services or associated capacity. Therefore, TSO transactions carry no explicit or implicit right to make use of the Company's upstream services or associated capacity.

3.21.2. [Reserved.]

3.21.3. [Reserved.]

3.21.4. Company shall make available electronically daily imbalance information which shall notify customer of any imbalance under an Agreement in the current Service Month, based on the best information then available to Company, including, but not limited to data such as nominations, allocations, electronic measurement data, and meter observations. The provision of such information shall not relieve customer of its obligations under this tariff to avoid, correct or eliminate actual imbalances.

3.21.5. Customers shall make a good faith effort to: (i) conform their takes each day at delivery points with their deliveries to Company at receipt points on the same day and thereby minimize imbalances; and (ii) to correct any such imbalances as soon as practical. Company shall monitor the accumulation of daily imbalances by customer and shall have the right to

take corrective action pursuant to this tariff, as required, to eliminate customer encroachment upon upstream transportation, storage, or no-notice service capacity held by Company for general system supply.

3.21.5.A. A Critical Period Event may be called for operational purposes relating to a physical event causing or threatening a system failure and/or existence of an Operational Flow Order ("OFO") on the upstream pipeline. Additionally, the Company's declaration of a Critical Period Event will be location-specific, when possible, and the Company is not required to apply the Critical Period Event where corrective action would not be curative of the critical situation. A Critical Period Event declared for economic purposes shall be applicable only to customers with an annual average customer delivery of 100 MMBtu or less. Critical Period Events declared for economic purposes may be declared only on days when the *Gas Daily* price differs by more than $.50 per MMBtu from the *Inside FERC* Enable-East First-of-the-Month Index. The Company shall notify affected customers verbally of the critical situation and customers shall have a minimum of twenty-four (24) hours to bring receipts and deliveries into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to customer of critical situation, customer has not balanced receipts and deliveries, Company shall have the right to balance deliveries and receipts. Company shall not be obligated to redeliver a greater volume of gas to the point of delivery than it received at the point of receipt for customer's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the critical situation no longer exists. An imbalance that occurs during such critical situation, after the

expiration of the notice period, may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the "Critical Period Price."

(i) The Critical Period Price shall be the applicable regional posting for the upstream pipeline expressed in ($/MMBtu) for the day of delivery as found in the publication *Gas Daily* under the heading "Daily Price Survey" and under the subheading "Midpoint." If *Gas Daily* fails to publish this information for the upstream pipeline for the day of delivery, then the Critical Period Price shall be based upon the same information published by *Gas Daily* in regard to Henry Hub for the day of delivery, adjusted to reflect the variance between the most recently published monthly indices for the applicable upstream pipeline and Henry Hub.

(ii) If, on any day during a critical situation, after the expiration of the notice period, customer delivers to Company volumes of gas that are greater than customer's gas requirements at the point of delivery then Company can purchase such over-delivered volumes at the point of delivery from customer at the following rates per MMBtu. The first 6% of over-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 6% will be cashed out at a rate equal to 50% of the Critical Period Price.

(iii) If, on any day during a critical situation, after the expiration of the notice period, customer delivers to

Company volumes of gas that are less than customer's gas requirements at the point of delivery, then Company may require customer to purchase such deficiency at the point of delivery from Company at the following rates per MMBtu. The first 6% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 6% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

(iv) Any Critical Period imbalance incurred of 10 MMBtu or less shall not be subject to Critical Period cash-out pricing. Such imbalances will be deferred until the end of the month, and will be cashed out in accordance with the terms of Part 3.21.8.

(v) Company shall make a reasonable effort to provide 24 hours' notice of the issuance of a CPE. Upon issuance of notice of a CPE, Company will allow shipper to submit revised nominations to the extent permitted by the upstream pipeline declaring an OFO, in an attempt to minimize imbalance activity on the Company's system. During any CPE, Company shall remain obligated to deliver all natural gas supplies that it receives on behalf of each individual shipper.

3.21.5.B. For any multi-day period measured from the beginning of the first day of the Month where a cumulative imbalance is equal to or greater than 6% of the projected deliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance.

For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cash-out transactions for cash out quantities that are 3% or less of deliveries shall be equal to 75% of the Critical Period Price for cash-out purchases by Company from customer and 125% of Critical Period Price for cash-out purchases required of customer from Company. The "cash-out" price applicable to such intra-month cash-out transactions for cash out quantities that are in excess of 3% of deliveries shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from customer and 150% of Critical Period Price for cash-out purchases required of customer from Company. The Company shall give a two-day warning before penalties are imposed.

3.21.6. Company shall not be obligated under any circumstances: (i) to deliver more gas to customer during any given day or month than it shall have received for the account of customer during said period; or (ii) to receive or deliver during any given Day a total quantity of gas in excess of the MDWQ.

3.21.7. Customer will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of customer, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve customer of its obligations under this rate schedule or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

3.21.8. At the end of each Service Month, remaining customer Imbalances to the extent the receipts do not equal deliveries under customer's Agreement shall be cashed out. To the extent customer owes natural gas volumes to Company (deliveries exceeded receipts) customer will purchase said volumes at the applicable cash-out price described below. To the extent Company owes natural gas volumes to customer (receipts exceeded deliveries), Company will purchase said volumes at the applicable cash-out price described below.

	Overage	Underage
Imbalance Level	The Company Pays Customer	Customer Pays the Company
From 0% to 5%	100%	100%
From 5% to 10%	80%	120%
From 10% to 15%	70%	130%
From 15% to 20%	60%	140%
Greater than 20%	50%	150%

Overages in all tiers will be priced, using the applicable percentage, at the lesser of: *Inside FERC* Enable-East First-of-the-Month Index or the Company's Commodity Cost component. Underages in all tiers will be priced, using the applicable percentage, at the greater of: *Inside FERC* Enable-East First-of-the-Month Index or the Company's Commodity Cost component under the Gas Supply Rate Rider.

3.21.9. The imbalances incurred due to customers' reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range for the determination of the applicable cash-out price.

3.22. PREDETERMINED ALLOCATION

3.22.1. Should customer elect service under this rate schedule under more than one of the two supply options, such that gas delivered by Company at any single delivery point will involve supply under more than one of the two options, Company and customer shall enter into a Predetermined Allocation Agreement ("PDA") in the form appended to this rate schedule. This PDA will establish the allocation of deliveries, which can be relied upon by either party in the conduct and performance under the Agreement. The method of allocation can be: (i) ranked (order through the meter); (ii) pro rata; (iii) fixed percentage; (iv) swing; or (v) any other method to which both Company and customer agree. Each PDA shall be effective for at least one Service Month and shall remain in effect until superseded by a new PDA.

3.23. POOLING SERVICE

3.23.1 The Company shall make Pooling Service available to any party (hereinafter referred to as Pool Manager) that requests Pooling Service from Company when:

(a) Company has received, reviewed and accepted a credit application from Pool Manager, and Pool Manager has been deemed creditworthy.

(b) Company and Pool Manager have executed a Pooling Service Agreement in the form acceptable to Company.

(c) Pool Manager has submitted formal documentation of agency for customers subject to aggregation under this service.

(d) Pool Manager complies with all applicable provisions of this rate schedule.

Pooling service shall be available subject to capacity constraints and operational conditions. Company reserves the right to require the Pool Manager to deliver supply adequate to meet the requirements of the customers served by the Pool Manager.

3.23.2. Pooling shall consist of the aggregation of the Receipt Point(s) available to customers subject to the Pooling Service Agreement and deliveries made at Delivery Point(s) delivered subject to the Pooling Service Agreement. The Pool Manager, having documented agency authority, shall submit nominations and allocation information for all customers subject to the Pooling Service Agreement, to Company, in accordance with Part 3.20.

Company shall not have any liability to a Pool Manager or customer as a result of Company's reliance on the performance of Pool Manager.

3.23.3. Pooling Managers shall make Pooling Service available for all customers for which Pooling Manager provides supply services on the Company's system.

3.23.4. Imbalances in a Pool will be calculated by determining the difference between total aggregated receipts into the Pool and the total deliveries allocated out of the Pool to end users. Imbalance tolerances outlined in Part 3.21.5.A., 3.21.5.B. and 3.21.8. shall apply to the aggregated imbalance total, unless and until Pooling rights are interrupted for a specified period.

3.23.5. Imbalances incurred subject to Parts 3.21.5.A., 3.21.5.B. and 3.21.8. will be billed as specified in the Pooling Service Agreement. In the event that the Pool Manager fails to pay invoices, customer will remain liable for payment of all charges, as acknowledged in the Pooling Service Agreement.

Should Pool Manager fail to pay invoices calculated at the aggregated level, upon default to the individual customer invoice, the invoice shall be recalculated at the individual customer level, without benefit of the aggregated tolerance.

3.23.6. Pooling Service Agreements and Agency Agreements, and changes thereto, shall become effective on the first day of the month provided that the Company receives such Agreements, or changes thereto, at least five (5) business days before the first day of the month.

3.24. WARRANTY OF TITLE

3.24.1. Customer shall have title to and shall warrant its title to all gas delivered to Company under the TSO of this rate schedule, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Customer shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Customer shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. Customers entering into Agreements as specified in Part 3.1.1. shall have the right to deliver volume for redelivery, available exclusively for customers' own use. Such delivery rights shall not be resold to or shared with third parties.

3.25. ASSIGNMENT

3.25.1. Customer shall not assign the Agreement in whole or in part, nor shall customer agree to provide services to others by use of any capacity

contracted for under the Agreement, without Company's prior written consent. In addition to all other rights and remedies, Company may terminate the Agreement immediately if it is assigned by customer or if customer subcontracts its transportation capacity to others without such prior consent, whether the assignment be voluntary or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives.

3.26. TRANSPORTATION REGULATIONS

3.26.1. With regard to all aspects of the transportation service, it is recognized that Company operates a local distribution system, and, accordingly, all provisions hereof having to do with transportation of gas and the charge therefore, including Company's obligation to transport gas at all, are subject and subordinate to the provisions of any certificates and rate schedules issued by or filed with the Commission or successor authority, as well as any and all local, state and federal laws, orders, rules and regulations, to the extent applicable to the transportation of gas by Company, as contemplated hereby. To the extent that any local, state or federal authorization and/or approval is required to provide such transportation service, Company will proceed with due diligence to seek to obtain same as and when necessary in such manner as Company considers to be appropriate, provided that due diligence will not obligate Company to accept conditions or rates otherwise unacceptable to Company.

3.27. UNACCEPTABLE QUANTITIES

3.27.1. Company shall have the right to refuse at any time, and from time to time, to receive at any receipt point or to deliver at any delivery point a quantity of gas that Company determines, in its reasonable judgment, to be unduly burdensome from an operating or administrative standpoint.

3.28. LIMITATION OF LIABILITY

3.28.1. In no event shall Company be liable (in contract or in tort, including actions based on claims of negligence) to customer or any other claimant for special, indirect, incidental, or consequential damages, including, but not limited to, lost profits and any part of the expense incurred in securing alternative services which exceeds the amount customer would have paid hereunder, resulting from Company's performance, nonperformance or delay in performing its obligations hereunder.

3.29. FACILITIES POLICY

3.29.1. Section VII of the Standard Service Rules and Regulations shall govern when gas is connected to a new facility.

3.30. SALES SERVICE

3.30.1. Company shall only be obligated to provide sales service to customer if and to the extent it is purchased and contracted for by customer pursuant to one of Company's filed rate schedules. In those circumstances in which customer elects to purchase sales service offered by Company during periods of full or partial interruption of transportation service by customer's upstream pipeline transporter, customer shall pay Company the total applicable cost of providing such emergency sales service.

3.31. OPERATIONAL NOTICES AND COMMUNICATIONS

3.31.1. Company shall make available scheduling personnel on a twenty-four (24) hour basis. Customer shall provide, and update as necessary, the name, address, and telephone number of an operational contact person or persons who will be available on a twenty-four (24) hour basis to receive or provide communications involving receipts, deliveries, curtailment and for any other purposes relating to customer's service under this rate schedule. Company shall be entitled to rely on such contact person's actions and communications for all purposes and shall have no liability for doing so, and if customer fails to designate such person or such person is unavailable to Company at any time, customer may be liable and shall indemnify and hold Company harmless from and against losses, damages and other expenses which Company or any other person may suffer or for which Company may be liable which are attributable to such failure or unavailability.

3.32. APPENDICES

3.32.1. The following appendices shall apply to both large commercial and small commercial customers under the TSO. For small commercial customers, references to the "LCS" rate schedule shall be changed to the SCS rate schedule where appropriate.

2 CONSUMER PRICE INDEX RIDER ("CPI")

2.1. The purpose of this rider is to adjust the authorized base rat

2.2. Adjusted rates shall become effective each year on January 1, beginning

2.3 CALCULATION OF THE CPI:

2.3.1 Index and Measurement Period: The inflation adjustment shall be based on

2.3.2 Application of Core CPI Adjustment: The following base rate components s

a. Monthly Customer Charge
b. Volumetric Charges per Ccf or per MMBtu

2.3.3 Calculation Formula:

CPI = $R_{t+1} = R_t \times (1+\Delta CPI)$

Where: R_t = Current Rate in effect
ΔCPI = Annual Core CPI change calculated as:

$$\Delta CPI = \frac{CPI\ June, Current\ Year - CPI\ June, Prior\ Year}{CPI\ June, Prior\ Year}$$

2.3.4 In no event shall the base rates decrease below the amount established t

By way of example and not limitation, the CPI Adjustment Rider shall not impact re

2.3.5 Adjustments, if any, shall be subject to the City's Natural Gas Franchise

2.4 FILING REQUIREMENTS

The utility shall submit to the Texarkana, TX City Manager and City Council revise

- The relevant Core CPI data
- The calculated percentage change
- The resulting adjusted rates

2.5 ADDITIONAL PROVISIONS

2.5.1 Sunset Provision: This CPI Adjustment Rider shall expire on January 1, 2

2.6 APPLICABLE RATE SCHEDULES

Residential Firm Sales Service (RS-1)
Small Commercial Firm Sales Service (SCS-1)
Large Commercial Firm Service (LCS-1)

tes annually to reflect changes in inflation as measured by the Core Consumer Price

January 1, 2026.

the **annual percentage change in the Core Consumer Price Index Core CPI), U.S. City**

shall be adjusted annually:

he previous year.

turn on equity, return on investment, depreciation, amortization, capital investmen

e Ordinances—collectively, Ord. No. 335-84, as amended by Ord. No. 188-87, and Ord.

d tariff sheets showing the new base rates as adjusted and the supporting calculati

2030, unless reauthorized or amended by ordinance of the Texarkana, Texas, City Cour

Index (Core CPI), not seasonally adjusted, as published by the U.S. Bureau of Labo

y Average, Not Seasonally Adjusted, as published by the U.S. Bureau of Labor Statis

nts, plant additions, or federal/state/local taxes.

. No. 241-05; and in no event shall the Company/utility have the right to charge a

ions by November 1 of each year. The submission shall include:

ncil.

or Statistics.

stics. The Core CPI change shall be calculated using the index values for June of tl

a higher rate for natural gas and natural gas service within the City of Texarkana,

he current year compared to June of the prior year.

Texas, than is charged for the same and similar ser

The **Consumer Price Index for All Urban Consumers: All Items Less Food & Energy** is an aggregate of prices paid by urban consumers for a typical basket of goods, excluding food and energy. This measurement, known as **"Core CPI"**, is useful because food and energy have very volatile prices.

Core CPI Definition:

Consumer Price Index for All Urban Consumers: All Items Less Food and Energy (CPILFESL) | FRED | St. Louis Fed
https://www.bls.gov/cpi/tables/supplemental-files/

Link to BLS Data:
Click CPI-U, Jun 2025 CLICK

June 2025

- News Release Table 1, June 2025 (XLSX)
- News Release Table 2, June 2025 (XLSX)
- News Release Table 3, June 2025 (XLSX)
- News Release Table 4, June 2025 (XLSX)
- News Release Table 5, June 2025 (XLSX)
- News Release Table 6, June 2025 (XLSX)
- News Release Table 7, June 2025 (XLSX)
- CPI-U, June 2025 (TEXT)
- CPI-W, June 2025 (TEXT)
- RESEARCH CPI-U, June 2025 (Database) (TEXT)
- C-CPI-U, June 2025 (TEXT)

Consumer Price Index for All Urban Consumers (CPI-U) : U.S. city average, by expenditure category, June 2025
[1982-84=100, unless otherwise noted]

Index Level	Expenditure category	Relative importance May 2025	Unadjusted indexes Jun. 2024	Jul. 2024	Unadjusted indexes Aug. 2024	Sep. 2024	Unadjusted indexes Oct. 2024	Nov. 2024	Unadjusted indexes Dec. 2024	Jan. 2025	Unadjusted indexes Feb. 2025	Mar. 2025	Unadjusted indexes Apr. 2025	May 2025	Unadjusted indexes Jun. 2025	Seasonally adjusted indexes Jun. 2024	Jul. 2024	Seasonally adjusted indexes Aug. 2024	Sep. 2024	Seasonally adjusted indexes Oct. 2024	Nov. 2024	Seasonally adjusted indexes Dec. 2024	Jan. 2025	Seasonally adjusted indexes Feb. 2025	Mar. 2025	Seasonally adjusted indexes Apr. 2025	May 2025	Seasonally adjusted indexes Jun. 2025	Unadjusted percent change Jun. 2024- Jun. 2025	Unadjusted percent change Mar. 2025- Apr. 2025	Unadjusted percent change Apr. 2025- May 2025	Unadjusted percent change May 2025- Jun. 2025	Seasonally adjusted percent change Mar. 2025- Apr. 2025	Seasonally adjusted percent change Apr. 2025- May 2025	Seasonally adjusted percent change May 2025- Jun. 2025	One Month Seasonally adjusted effect on All-Items May 2025[1]	One Month Standard error, median price change[2]	One Month Largest (L) or Smallest (S) seasonally adjusted change[3]	One Month Largest (L) or Smallest (S) seasonally adjusted change item[4]	Twelve Month Unadjusted effect on All Items Jun. 2024- Jun. 2025[5]	Twelve Month Standard error, median price change[2]	Twelve Month Largest (L) or Smallest (S) unadjusted change[3]	Twelve Month Largest (L) or Smallest (S) unadjusted change item[4]
1	All items less food and energy	79.878	322.132	322.557	324.243	325.407	327.189	327.709	327.540	327.997	328.460	329.862	329.252	329.252	329.403	329.644	326.944	326.945	326.945	326.945	326.945	326.945	326.945	326.945	326.945	326.945	326.945	326.945	326.945	3.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Footnotes:

(1) The "effect" of an item category is a measure of that item's importance to the All Items index. For example, if the Food index had an effect of 0.45, and the All Items index rose 1.2 percent, then the increase in food prices contributed 0.45 / 1.2, or 38.3 percent, to that All Items increase. Said another way, had food prices been unchanged for that month, or year, the change in the All Items index would have been 0.75 percent, rather than 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All Items index rose 0.7 percent, then the change in the All Items index would be 0.8 percent had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All Items price change was negative (in this case, -0.1 / 0.7, or minus 20 percent).

(2) A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. If the median 1-month CPI category rose 0.4 percent, and its standard error was 0.13 percent, the margin of error on this item's 1-month percent change would be 0.4 percent, plus or minus 0.26 percent. If the median 12-month percent change rose 2.8 percent, and its standard error was 0.33 percent, the margin of error on this item's 12-month percent change would be 2.8 percent, plus or minus 0.5 percent.

(3) If the current seasonally adjusted 1-month percent change is greater than the previous published 1-month percent change, then this column identifies the (most) prior month with a 1-month percent change that is greater than or equal to the current month change. If the current 1-month percent change is smaller than the previous published 1-month percent change, the most recent month with a smaller 1-month percent change is identified. If the current and previous published 1-month percent changes are equal, a dash will appear. Standard numerical comparisons are used. For example, 0.9% is greater than 0.8%, -0.8% is less than -0.2%, and -0.2% is less than 0.9%. Note that if the current month change is a -0.2% change, and the previous 0.2% change is larger than a -0.2% change, but still represents a decline in the price index. Likewise, 2)Smaller changes can be positive changes, as in the current change is 0.2%, but still represents an increase in the price index. In this instance, a -0.2% change is considered to be smaller than a 0.2% change. The same comparison is done for the 12-month percent change.

(4) Not seasonally adjusted.
(5) Indexes on a December 1997=100 base.
(6) Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and are presented for their own importance or effect.
(7) Indexes on a December 2007=100 base.
(8) Indexes on a December 2000=100 base.
(9) Indexes on a December 1996=100 base.
(10) Indexes on a December 1982=100 base.
(11) Indexes on a December 2009=100 base.
(12) Indexes on a December 1982=100 base.
(13) Indexes on a December 2001=100 base.
(14) Indexes on a December 2001=100 base.
(15) Indexes on a December 2019=100 base.
(16) Indexes on a December 1982=100 base.
(17) Indexes on a December 1996=100 base.
(18) Indexes on a December 1986=100 base.

2.3 **CALCULATION OF THE CPI:**

2.3.1 Index and Measurement Period: The inflation adjustment shall be based on the **annual percentage change in the Core Consumer Price Index Core CPI), U.S. City Average, Not Seasonally Adjusted, as published by the U.S. Bureau of Labor Statistics**. **The Core CPI change shall be calculated using the index values for June of the current year compared to June of the prior year.**

2.3.2 **Application of Core CPI Adjustment: The following base rate components shall be adjusted annually:**

a. Monthly Customer Charge
b. Volumetric Charges per Ccf or per MMBtu

2.3.3 **Calculation Formula:**

CPI = Rt+1 = Rt x (1+ΔCPI)

Where: Rt = Current Rate in effect
ΔCPI = Annual Core CPI change calculated as:

ΔCPI = $$\frac{CPI\ June,Current\ Year - CPI\ June,Prior\ Year}{CPI\ June,Prior\ Year}$$

June 2024 Core CPI: 319.003 **June 2025 Core CPI:** 328.364

Rt	=	$17.51	Current Rate in effect (Res-Incorp)
ΔCPI	=	2.93%	annual percentage change in the Core Consumer Price Index
CPI	=	$18.02	Rt(1+ΔCPI)

2.3.4 **In no event shall the base rates decrease below the amount established the previous year.**

ΔCPI	=	2.93%	
	Current Rate	CPI (Adjusted Rate)	Change in Rate
Residential (RS-1)			
Customer Charge	$17.51	$18.02	$0.51
First 15 Ccf	$0.73831	$0.75998	$0.0217
Over 15 Ccf	$0.59566	$0.61314	$0.0175
Small Commercial (SCS-1 SSO)			
Customer Charge	$18.88	$19.43	$0.55
First 1,500 Ccf	$0.22043	$0.22690	$0.0065
1,501 -15,000 Ccf	$0.16673	$0.17162	$0.0049
Over 15,000 Ccf	$0.07147	$0.07357	$0.0021
Small Commercial (SCS-1 TSO)			
Admin. Charge	$332.61	$342.37	$9.76
Customer Charge	$18.88	$19.43	$0.55
First 150 MMBtu	$2.32056	$2.38866	$0.0681
151 - 1,500 MMBtu	$1.75513	$1.80663	$0.0515
Over 1,500 MMBtu	$0.75242	$0.77450	$0.0221
Large Commercial (LCS-1 TSO)			
Admin. Charge - TSO	$332.61	$342.37	$9.76
Customer Charge	$392.25	$403.76	$11.51
Dist. Demand 0 - 400 MMBtu	$11.11360	$11.43972	$0.32612
Dist. Demand - Over 400 MMBtu	$1.71717	$1.76756	$0.05039
Dist. Rate - All MMBtu	$0.00000	$0.00000	$0.00000

SUA-TXI (Residential)

Average Annual Monthly Usage			40	40	
	Rates (10/2025)	Rates (1/2026)	Billed (10/2025)	Billed (1/2026	Difference
Customer Charge	$ 17.51	$ 18.02	$ 17.51	$ 18.02	$ 0.51
First Block	$ 0.73831	$ 0.75998	$ 29.53	$ 30.40	$ 0.87
Second Block	$ 0.59566	$ 0.61314	$ 23.83	$ 24.53	$ 0.70
GSR	$ 0.62440	$ 0.62440	$ 24.98	$ 24.98	$ -
SSER	$ -	$ -	$ -	$ -	$ -
EECR	$ 0.04099	$ 0.04099	$ 1.64	$ 1.64	$ -
CRR (Customer Rate Relief)	$ 0.12000	$ 0.12000	$ 4.80	$ 4.80	$ -
Total Typical Bill (40 ccf usage)			**$ 102.28**	**$ 104.36**	**$ 2.08**

2. **CONSUMER PRICE INDEX RIDER ("CPI")**

2.1. The purpose of this rider is to adjust the authorized base rates annually to reflect changes in inflation as measured by the Core Consumer Price Index (Core CPI), not seasonally adjusted, as published by the U.S. Bureau of Labor Statistics.

2.2. Adjusted rates shall become effective each year on January 1, beginning January 1, 2026.

2.3 CALCULATION OF THE CPI:

2.3.1 Index and Measurement Period: The inflation adjustment shall be based on the annual percentage change in the Core Consumer Price Index Core CPI), U.S. City Average, Not Seasonally Adjusted, as published by the U.S. Bureau of Labor Statistics. The Core CPI change shall be calculated using the index values for June of the current year compared to June of the prior year.

2.3.2 Application of Core CPI Adjustment: The following base rate components shall be adjusted annually:

a. Monthly Customer Charge
b. Volumetric Charges per Ccf or per MMBtu

2.3.3 Calculation Formula:

CPI = $R_{t+1} = R_t \, x \, (1+\Delta_{CPI})$

Where: R_t = Current Rate in effect

ΔCPI = Annual Core CPI change calculated as:

$$\Delta_{CPI} = \frac{CPI\ June,Current\ Year - CPI\ June,Prior\ Year}{CPI\ June,Prior\ Year}$$

2.3.4 In no event shall the base rates decrease below the amount established the previous year.

By way of example and not limitation, the CPI Adjustment Rider shall not impact return on equity, return on investment, depreciation, amortization, capital investments, plant additions, or federal/state/local taxes.

2.3.5 Adjustments, if any, shall be subject to the City's Natural Gas Franchise Ordinances—collectively, Ord. No. 335-84, as amended by Ord. No. 188-87, and Ord. No. 241-05; and in no event shall the Company/utility have the right to charge a higher rate for natural gas and natural gas service within the City of Texarkana, Texas, than is charged for the same and similar services in the City of Texarkana, Arkansas.

2.4 FILING REQUIREMENTS

The utility shall submit to the Texarkana, TX City Manager and City Council revised tariff sheets showing the new base rates as adjusted and the supporting calculations by **November 1** of each year. The submission shall include:

- The relevant Core CPI data
- The calculated percentage change
- The resulting adjusted rates

2.5 ADDITIONAL PROVISIONS

2.5.1 Sunset Provision: This CPI Adjustment Rider shall expire on January 1, 2030, unless reauthorized or amended by ordinance of the Texarkana, Texas, City Council.

2.6 APPLICABLE RATE SCHEDULES
Residential Firm Sales Service (RS-1)
Small Commercial Firm Sales Service (SCS-1)
Large Commercial Firm Service (LCS-1)