



## Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

**Agenda - Monday, August 05, 2024 - 6:00 PM**

Call to Order

Roll Call

Invocation given by Assistant Mayor Jeff Hart

Pledge of Allegiance led by Acting City Manager Tyler Richards

### **CITIZEN COMMUNICATION**

*A limit of five (5) minutes per person is allotted for citizens to express their concerns to the Board of Directors, with a maximum of fifty (50) minutes reserved for Citizens Communication.*

*Please fill out a Citizen Communication Card with your name and contact information for the City Clerk's records.*

### **PRESENTATION(S)**

1. Presentation of the City of Texarkana, Arkansas Employee Service Awards. (ADMIN)

### **CONSENT**

2. Approval of the minutes of the regular meeting July 15, 2024. (CCD) City Clerk Heather Soyars
3. Adopt a Resolution to appoint Tyler Richards to the Employee Retirement System Committee. (CCD) City Clerk Heather Soyars

### **REGULAR**

4. Adopt a Resolution authorizing the Acting City Manager to enter into a lease agreement with the Texarkana Regional Airport to apply for a loan from the Arkansas Energy Office for solar covered parking. (AIRPORT) Director Paul Mehrlich
5. Adopt a Resolution to adopt the FY2025 Airport Budget. (AIRPORT) Airport Director Paul Mehrlich
6. Adopt a Resolution to adopt the FY2025 Airport Capital Budget. (AIRPORT) Airport Director Paul Mehrlich

7. Adopt an Ordinance to rezone property located at 6103 Mt. Olive Drive, from C-4 Crossroads Business Park to a Planned Unit Development for the purpose of constructing MCDONALD HEIGHTS subdivision consisting of 5 single family homes (Ward 6). (PWD-Planning) City Planner Jamie Finley  
*The applicant requests an emergency clause. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board. (Hdbk. Const. Amend 7)*
8. Adopt an Ordinance to amend Ordinance No. L-61, to strike the last sentence under the definition of “Mobile home park”. (PWD-Planning) City Planner Jamie Finley
9. Adopt an Ordinance to add Limited Mixed Use Rural Zone to the *City of Texarkana, Arkansas, Code of Ordinances, Section 28-11* Zoning districts established. (PWD-Planning) City Planner Jamie Finley
10. Adopt an Ordinance to add rezoning fee for Limited Mixed Use Rural Zone of \$100 to the *City of Texarkana, Arkansas, Code of Ordinances Section 28-129 Fees*. (PWD-Planning) City Planner Jamie Finley

## **BOARD OF DIRECTORS' COMMENTARY**

**NEXT MEETING DATE: Monday, August 19, 2024**

**ADJOURN**

### **2024 City Calendar**

Gateway Farmers Market - Open Tuesdays, Thursdays & Saturdays 7AM - Noon

### **Texarkana Rec Center Calendar**

Live to the Beat - 9AM-10AM - Monday through Friday

Ageless Grace - Mondays & Thursdays – 2PM - 3PM

The Fabric Shop - Thursdays - 8AM - 2PM

Quilters - Fridays - 9AM - 3PM

Gym Open - Daily - 3PM - 5PM

Dance Fitness - Tuesdays - 6PM & Saturdays - 11AM



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Presentation of the City of Texarkana, Arkansas Employee Service Awards. (ADMIN)

**AGENDA DATE:** August 5, 2024

**ITEM TYPE:** Ordinance  Resolution  Other : Presentation

**DEPARTMENT:** City Clerk Department

**PREPARED BY:** Heather Soyars, City Clerk

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**REQUEST:** Presentation of employee service awards.

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** Employee Service Awards:

Rachel Hopkins	FIN	5 Years
Robert Kattin, Jr.	BI-STATE	5 Years
Michael Bryan	TAPD	10 Years
Jana Dial	TAPD	15 Years
Brett Suggs	TAFD	5 Years
Jeffery Tanner	TAFD	30 Years

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**EXPENSE REQUIRED:** N/A

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**AMOUNT BUDGETED:** N/A

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**APPROPRIATION  
REQUIRED:** N/A

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**RECOMMENDED  
ACTION:** N/A

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**EXHIBITS:** None



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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<b>AGENDA TITLE:</b>	Approval of the minutes of the regular meeting July 15, 2024. (CCD) City Clerk Heather Soyars
<b>AGENDA DATE:</b>	August 5, 2024
<b>ITEM TYPE:</b>	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Minutes
<b>DEPARTMENT:</b>	City Clerk Department
<b>PREPARED BY:</b>	Heather Soyars, City Clerk
<b>REQUEST:</b>	Approval of meeting minutes.
<b>EMERGENCY CLAUSE:</b>	N/A
<b>SUMMARY:</b>	Approval of meeting minutes
<b>EXPENSE REQUIRED:</b>	N/A
<b>AMOUNT BUDGETED:</b>	N/A
<b>APPROPRIATION REQUIRED:</b>	N/A
<b>RECOMMENDED ACTION:</b>	The City Clerk recommends Board approval.
<b>EXHIBITS:</b>	Meeting minutes.



## **Regular Meeting of the Board of Directors**

City of Texarkana, Arkansas

216 Walnut Street

**Minutes - Monday, July 15, 2024 - 6:00 PM**

Mayor Allen Brown called the meeting to order at 6:00 PM.

PRESENT: Mayor Allen Brown, Ward 1 Director Terry Roberts, Ward 2 Director Laney Harris, Ward 3 Director Steven Hollibush, Ward 4 Director Ulysses Brewer, Ward 5 Director Danny Jewell, and Assistant Mayor Ward 6 Director Jeff Hart.

ALSO, PRESENT: Acting City Manager Tyler Richards, City Attorney Josh Potter, City Clerk Heather Soyars, and Deputy City Clerk Jenny Narens.

Invocation given by Director Ulysses Brewer.

Pledge of Allegiance led by Fire Chief David Fletcher.

### **CITIZEN COMMUNICATION**

No one came forward.

### **CONSENT**

Assistant Mayor Hart made the motion to adopt the Consent agenda, Seconded by Director Brewer. The motion carried and the following items were approved:

1. Approval of the minutes of the regular meeting July 1, 2024. (CCD) City Clerk Heather Soyars
2. Resolution No. 2024-55 authorized the Acting City Manager to enter into a contract for the purchase of chemicals for water and wastewater treatment. (TWU) Executive Director Gary Smith
3. Resolution No. 2024-56 authorized the Acting City Manager to enter into a construction contract with Tatum Excavating Company, Inc., (TEC, Inc.) for the Rehabilitation Project of Draughn Street, Hastings Crossing, Manor Way, and Old Boyd Road. (PWD) Acting City Manager Tyler Richards

### **REGULAR**

4. Ordinance No. 14-2024 granted the request for prerequisite municipal approval of a private club application for 112 East 5th Street, Joe's Italian Bistro. (Roberts) (ADMIN) Acting City Manager/Public Works Director Tyler Richards

After a brief discussion, the motion to suspend the rules and place the ordinance on its first reading in abbreviated form made by Director Hollibush, Seconded by Assistant Mayor Hart.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Assistant Mayor Hart.

The motion carried 7-0 and the ordinance was read the first time in abbreviated form.

Motion to suspend the rules and place the ordinance on its second reading in abbreviated form made by Director Brewer, Seconded by Assistant Mayor Hart.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Assistant Mayor Hart.

The motion carried 7-0 and the ordinance was read the second time in abbreviated form.

Motion to suspend the rules and place the ordinance on its third and final reading in abbreviated form made by Director Hollibush, Seconded by Director Roberts.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Assistant Mayor Hart.

The motion carried 7-0 and the ordinance was read the third time in abbreviated form.

Motion to adopt the ordinance made by Director Hollibush, Seconded by Assistant Mayor Hart.

Mayor Brown asked if anyone would like to speak for or against this ordinance.

No one came forward.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Assistant Mayor Hart.

The motion carried 7-0 and the Mayor declared the ordinance adopted.

An emergency clause was added at the request of the property owner to be able to submit the application to the state.

*The applicant requests an emergency clause. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board. (Hdbk. Const. Amend 7)*

Motion to enact the emergency clause made by Assistant Mayor Hart, Seconded by Director Roberts.

Mayor Brown asked if anyone would like to speak for or against the emergency clause.

No one came forward.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Assistant Mayor Hart.

The motion carried 7-0 and the Mayor declared the emergency clause enacted.

5. Conduct a Public Hearing to consider the abandonment of undeveloped Princeton Street and Salem Street, as well as the undeveloped alley running east and west starting at Lot 27 and Lot 8 and ending at Lot 20 and Lot 15 of the ROSELAWN ADDITION (Ward 1)

Mayor Brown opened the Public Hearing.

City Planner Jamie Finley gave a brief presentation regarding the undeveloped streets and alleys.

Mayor Brown closed the Public Hearing.

Ordinance No. 15-2024 approved the abandonment of undeveloped Princeton Street and Salem Street, as well as the undeveloped alley running east and west starting at Lot 27 and Lot 8 and ending at Lot 20 and Lot 15 of the ROSELAWN ADDITION (Ward 1). (PWD-Planning) City Planner Jamie Finley

After a brief discussion, the motion to suspend the rules and place the ordinance on its first reading in abbreviated form made by Director Hollibush, Seconded by Director Roberts.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Assistant Mayor Hart.

The motion carried 7-0 and the ordinance was read the first time in abbreviated form.

Motion to suspend the rules and place the ordinance on its second reading in abbreviated form made by Director Brewer, Seconded by Assistant Mayor Hart.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Assistant Mayor Hart.

The motion carried 7-0 and the ordinance was read the second time in abbreviated form.

Motion to suspend the rules and place the ordinance on its third and final reading in abbreviated form made by Director Hollibush, Seconded by Director Roberts.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Assistant Mayor Hart.

The motion carried 7-0 and the ordinance was read the third time in abbreviated form.

Motion to adopt the ordinance made by Assistant Mayor Hart, Seconded by Director Roberts.

Mayor Brown asked if anyone would like to speak for or against this ordinance.

No one came forward.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Assistant Mayor Hart.

The motion carried 7-0 and the Mayor declared the ordinance adopted.

An emergency clause was added at the request of the property owner to be able to begin their project.

*The applicant requests an emergency clause. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board. (Hdbk. Const. Amend 7)*

Motion to enact the emergency clause made by Assistant Mayor Hart, Seconded by Director Harris.

Mayor Brown asked if anyone would like to speak for or against the emergency clause.

No one came forward.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Assistant Mayor Hart.

The motion carried 7-0 and the Mayor declared the emergency clause enacted.

6. Ordinance No. 16-2024 amended Ordinance No. 13-2024, to correct the legal description of the property located at 951 Phillips Lane, to read N½ of the SE¼ of the SE¼ of the SE¼ and part of the SW¼ of the SE¼ of the SE¼, Section 6, Township 16 South, Range 28 West, Miller County, Arkansas containing 8 acres more or less. (Ward 1) (PWD-Planning) City Planner Jamie Finely

After a brief discussion, the motion to suspend the rules and place the ordinance on its first reading in abbreviated form made by Director Hollibush, Seconded by Director Roberts.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Assistant Mayor Hart.

The motion carried 7-0 and the ordinance was read the first time in abbreviated form.

Motion to suspend the rules and place the ordinance on its second reading in abbreviated form made by Director Hollibush, Seconded by Assistant Mayor Hart.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Assistant Mayor Hart.

The motion carried 7-0 and the ordinance was read the second time in abbreviated form.

Motion to suspend the rules and place the ordinance on its third and final reading in abbreviated form made by Director Brewer, Seconded by Assistant Mayor Hart.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Assistant Mayor Hart.

The motion carried 7-0 and the ordinance was read the third time in abbreviated form.

Motion to adopt the ordinance made by Assistant Mayor Hart, Seconded by Director Roberts.

Mayor Brown asked if anyone would like to speak for or against this ordinance.

No one came forward.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Assistant Mayor Hart.

The motion carried 7-0 and the Mayor declared the ordinance adopted.

An emergency clause was added at the request of the property owner to be able to begin construction.

*The applicant requests an emergency clause. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board. (Hdbk. Const. Amend 7)*

Motion to enact the emergency clause made by Assistant Mayor Hart, Seconded by Director Roberts.



Mayor Brown asked if anyone would like to speak for or against the emergency clause.

No one came forward.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Assistant Mayor Hart.

The motion carried 7-0 and the Mayor declared the emergency clause enacted.

## **BOARD OF DIRECTORS' COMMENTARY**

Director Harris said he received an email last week from the National League of Cities regarding a one-day workshop hosted by Housing and Urban Development (HUD), in Chicago, Illinois, next week.

## **CITY MANAGER REPORT**

Acting City Manager Tyler Richards said in the red folders he gave to each Board member were the applications for City Manager.

## **EXECUTIVE SESSION**

The Board of Directors entered Executive Session at 6:21 PM to discuss an appointment to the Historic District Commission.

The Mayor reconvened the meeting at 6:37 PM and the following action was taken.

7. Resolution No. 2024-57 appointed Dr. Ellen Holmes to the Equalization Board. (CCD) City Clerk Heather Soyars

Assistant Mayor Hart made the motion to appoint Dr. Ellen Holmes to the Equalization Board, Seconded by Director Hollibush.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Assistant Mayor Hart.

The motion carried 7-0 and the Mayor declared the resolution adopted.

8. Resolution No.2024-58 made an appointment to the Planning Commission. (CCD) City Clerk Heather Soyars

Assistant Mayor Hart made the motion to appoint Cori Mobbs to the Planning Commission, Seconded by Director Hollibush.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Assistant Mayor Hart.

The motion carried 7-0 and the Mayor declared the resolution adopted.

9. Resolution No. 2024-58 reappointed Mary Beck and appointed Laura Cowling to the Public Facilities Board. (CCD) City Clerk Heather Soyars

Assistant Mayor Hart made the motion to reappoint Mary Beck and appoint Laura Cowling to the Public Facilities Board, Seconded by Director Brewer.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Assistant Mayor Hart.

The motion carried 7-0 and the Mayor declared the resolution adopted.

**NEXT MEETING DATE: Monday, August 5, 2024**

## **ADJOURN**

Motion to adjourn made by Assistant Mayor Hart, Seconded by Director Hollibush.

Voting Yea: Mayor Brown, Director Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Assistant Mayor Hart.

The motion carried 7-0 and the meeting adjourned at 6:40 PM.

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Allen L. Brown, Mayor

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Heather Soyars, City Clerk



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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<b>AGENDA TITLE:</b>	Adopt a Resolution to appoint Tyler Richards to the Employee Retirement System Committee. (CCD) City Clerk Heather Soyars
<b>AGENDA DATE:</b>	August 5, 2024
<b>ITEM TYPE:</b>	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
<b>DEPARTMENT:</b>	City Clerk
<b>PREPARED BY:</b>	Heather Soyars
<b>REQUEST:</b>	Make appointment to the Employee Retirement System Committee.
<b>EMERGENCY CLAUSE:</b>	N/A
<b>SUMMARY:</b>	Make appointment to the Employee Retirement System Committee.
<b>EXPENSE REQUIRED:</b>	N/A
<b>AMOUNT BUDGETED:</b>	N/A
<b>APPROPRIATION REQUIRED:</b>	N/A
<b>RECOMMENDED ACTION:</b>	Make appointment to the Employee Retirement System Committee.
<b>EXHIBITS:</b>	Resolution and member list

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, a vacancy exists on the Texarkana, Arkansas Public Employee Retirement System (TAPERS) Committee; and

**WHEREAS**, it is necessary that an appointment be made to fill the vacant position;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the City of Texarkana, Arkansas, that Acting City Manager Tyler Richards is hereby approved and appointed to the Texarkana, Arkansas Public Employee Retirement System (TAPERS) Committee.

**PASSED AND APPROVED** this 5<sup>th</sup> day of August, 2024.

\_\_\_\_\_  
Allen L. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
Joshua L. Potter, City Attorney

# EMPLOYEES RETIREMENT SYSTEM COMMITTEE

Authorized by Texarkana, Arkansas Code 18-1---7

	Appointment	Term
<b>PeTree Banks</b> TAPD – Docket Clerk pbanks@txkusa.org	Resolution No. 2022-57 Appointment	1
<b>Dara Cornett</b> Bi-State Building Finance 903-798-3234 dcornett@txkusa.org	Resolution No. 2021-14 Appointment	1
<b>Mayor Allen Brown</b> 4 Hickory Drive 870-773-1923 ab@allenbrownmayor.com	Resolution No. 2021-1 Appointment	1
<b>Director Laney Harris</b> 2005 Stephanie 903-244-2298 Laneyharris.ward2@yahoo.com	Resolution No. 2021-1 Appointment	1
<b>Robert Thompson</b> 216 Walnut Street 870-779-4923	Resolution No. 2023-86 Appointment	1

## **5 – Members composed of:**

- 3 – Employees
- 2 – Board of Directors



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt a Resolution authorizing the Acting City Manager to enter into a lease agreement with the Texarkana Regional Airport to apply for a loan from the Arkansas Energy Office for solar covered parking. (AIRPORT)  
Director Paul Mehrlich

**AGENDA DATE:** August 5, 2024

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Airport

**PREPARED BY:** Paul Mehrlich

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**REQUEST:** Approve a lease agreement with the Texarkana Regional Airport assuming ownership, for fifteen years, of the parking solar array and electric meters, in order to apply for a .4% loan from Arkansas Energy Office. Airport will be billed monthly for payment of utilities and AEO loan, provide operations and maintenance of solar array.

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** Solar lease agreement with Texarkana Airport

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**EXPENSE REQUIRED:** 0

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**AMOUNT BUDGETED:** 0

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**APPROPRIATION  
REQUIRED:** 0

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**RECOMMENDED  
ACTION:** Approve

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**EXHIBITS:** Resolution, Solar lease agreement, and Airport Authority Resolution

# RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, Texarkana Regional Airport and the City of Texarkana, Arkansas, wish to apply for a loan from the Arkansas Energy Office for solar covered parking; and

**WHEREAS**, the Airport was found to be ineligible for the .4% loan to pay for the Solar Panels; and

**WHEREAS**, the Arkansas Energy Office requires the sponsor to own the Solar Panels; and

**WHEREAS**, in order to obtain the loan, the Texarkana Regional Airport is required to lease the solar panels from the City of Texarkana, Arkansas; and

**WHEREAS**, Holistic Utilities has determined the project would provide a return on investment of \$798,065; and

**WHEREAS**, the Airport will be billed monthly for payment of utilities and Arkansas Energy Office loan to provide operations and maintenance of solar array;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the City of Texarkana, Arkansas, that the Acting City Manager is authorized to enter into the attached lease agreement between the Texarkana Regional Airport and the City of Texarkana, Arkansas.

**PASSED AND APPROVED** this 5<sup>th</sup> day of August 2024.

\_\_\_\_\_  
Allen L. Brown, Mayor

**ATTESTED:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
Joshua L. Potter, City Attorney

## Solar Carport Lease Agreement

This Solar Carport Lease Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Lessor below (the “**Effective Date**”).

<b>Lessee:</b>		<b>Lessor:</b>	
<b>Name and Address</b>	Texarkana Regional Airport 2600 TXK Blvd Texarkana, AR. 71854 Attention: Airport Director	<b>Name and Address</b>	City of Texarkana Arkansas 216 Walnut Street Texarkana, AR 71854 Attention: City Manager
<b>Phone</b>	(870) 774-2171	<b>Phone</b>	(870) 779-4991
<b>E-mail</b>	Director@TXKAirport.com	<b>E-mail</b>	Director@TXKAirport.com
<b>Premises Ownership</b>	Lessee owns the Premises.	<b>Additional Lessor Information</b>	

This Agreement sets forth the terms and conditions of the Lessee and sale of solar generated electric energy from the solar panel system described in **Exhibit 2** (the “**System**”) and installed at the Lessee’s facility described in **Exhibit 2** (the “**Facility**”).

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit 1**      Basic Terms and Conditions
- Exhibit 2**      System Description
- Exhibit 3**      Assignment of Contracts and Assets
- Exhibit 4**      General Terms and Conditions

**Lessee:** Texarkana Regional Airport

**Lessor:** City of Texarkana Arkansas

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit 1**  
**Basic Terms and Conditions**

1. **Term:** 15 Years, beginning on the Commercial Operation Date.
2. **Additional Terms:** N/A
3. **Tax Incentives and Environment Attributes:** Accrue to Lessee
4. **Contract Price:**

<b>Contract Year</b>	<b>Cost (\$)</b>
1	\$101,308
2	\$101,308
3	\$101,308
4	\$101,308
5	\$101,308
6	\$101,308
7	\$101,308
8	\$101,308
9	\$101,308
10	\$101,308
11	\$101,308
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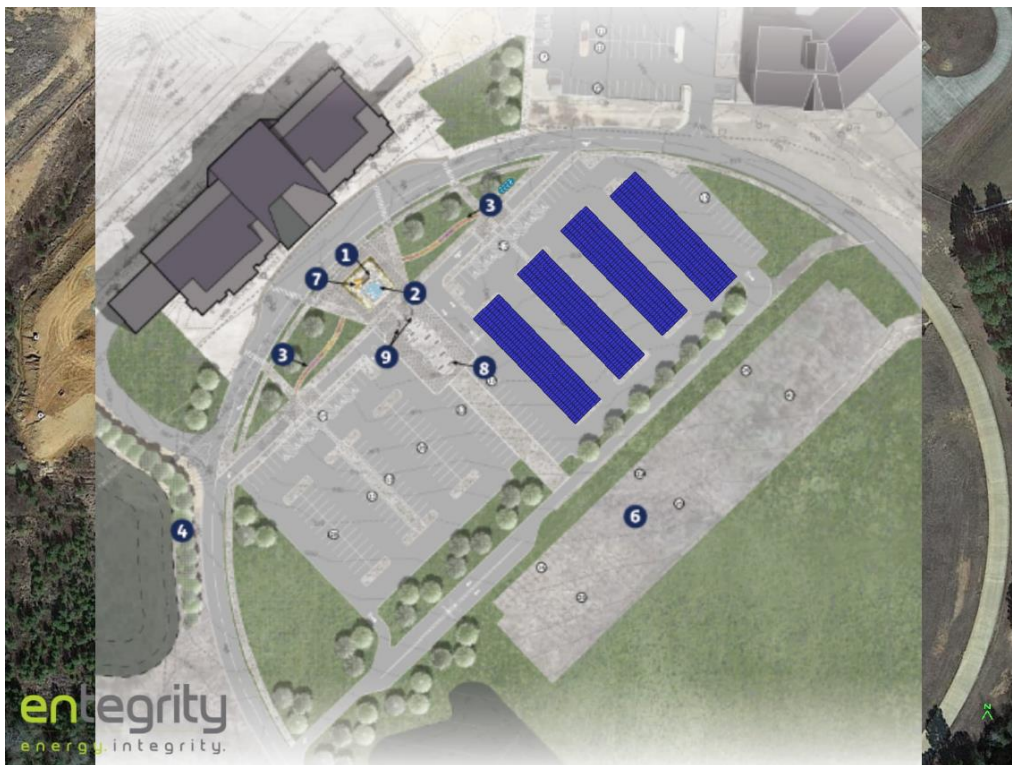
5. **Anticipated Commercial Operation Date:** September 2024
6. **Lessee Options to Purchase System.** As set forth in Section 19(b).

**Exhibit 2**  
**System Description**

1. **System Location:** 600 TXK Blvd, Texarkana, AR 71854
2. **System Size (DC kW):** 528
3. **Expected First Year Energy Production (kWh):** 722,077
4. **Structure:** Parking/Carport
5. **Facility and System Layout:** See **Exhibit 2, Attachment A**
6. **Utility:** SWEPCO

**Exhibit 2**  
**Attachment A:**  
Facility and System Layout

An Aerial Photograph of the Facility	See below.
Conceptual Drawing of the System	See below
Delivery Point	Array electrical production delivered into the SWEPCO grid via SWEPCO owned transformer. KWh credits from this delivered energy will be applied to TXK SWEPCO bills via meter aggregation.
Access Points	Array access via paid parking area at TXK airport.





**Exhibit 3**  
**Assignment of Contracts and Assets**

1. **Contingencies**: Assignment of Texarkana Regional Airport (TXK) electricity meters and solar structures is contingent upon award of the Arkansas Energy Performance Contracting Program – Revolving Loan Lease Fund (AEPC- RLLF) to Lessor.
2. **Procurement & Contracts**: Lessor shall abide by all prior procurement processes completed by Lessee and the Arkansas Energy Office in accordance with State of Arkansas ESPC requirements. These include:
  - a. Releasing the RFP;
  - b. Choosing an ESCO;
  - c. Entering into an IGA Contract;
  - d. Entering into an EPC Contract after the IGA is delivered;

Understanding there will be no change to project cost by this transfer, Lessor will acquire existing contracts with selected Energy Services Company (ESCO), Entegrity Energy Solutions.

Lessor will reapply to the RLLF directly with required supporting documentation as required by AEO.

3. **Meters**: Upon approval of the AEPC-RLLF to fund the solar structure, Lessee shall assign ownership of all SWEPCO electricity meters to Lessor for the term of the Lease.
4. **Solar Structures**: Solar Structures shall be assigned to Lessor by Lessee for the term of the Lease
5. **Electricity Cost**: Lessee shall reimburse Lessor for all electricity cost based monthly based on actual cost through the term of the Lease
6. **Lessee Cash Contribution**

Lessee shall directly pay Contractor (Entegrity Energy Solutions) the value of the anticipated Investment Tax Credit, which is \$758,344. Contract Price shall be based on the annual payment of the AEPC-RLLF loan after this cash contribution.

7. **Investment Tax Credits**

As System owner, Lessor is expected to receive a Direct Pay Investment Tax Credit (ITC) equal to 34% of the system cost (\$758,344). This is per the terms of the Inflation Reduction Act of August 2022.

Upon receipt, the full value of this ITC shall be assigned to Lessee. If actual ITC is less than the anticipated value, Lessee shall be responsible for any difference. This would not change the terms of the Contract Price as Lessee shall provide Cash Contribution (see previous section) equal to the value of the anticipated ITC.

Lessee shall cooperate with Lessor in securing the benefit of all Tax Credits.

**Exhibit 4**  
**Solar Carport Lease Agreement**  
**General Terms and Conditions**

8. **Definitions and Interpretation:** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

9. **Term and Termination.**

a. **Initial Term.** The initial term (“**Initial Term**”) of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in **Exhibit 1**, unless earlier terminated as provided for in this Agreement. The “**Commercial Operation Date**” is the date Utility gives Lessee written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point. Such notice shall be deemed effective unless Lessee reasonably objects within five (5) days of the date of such notice. Upon Lessee’s request, Lessor will give Lessee copies of certificates of completion or similar documentation from Lessor’s contractor and the interconnection or similar agreement with the entity authorized and required under applicable law to provide electric distribution service to Lessee at the Facility (the “**Utility**”), as set forth on **Exhibit 2**. This Agreement is effective as of the Effective Date and Lessee’s failure to enable Lessor to provide the electric energy by preventing it from installing the System or otherwise not performing shall not excuse Lessee’s obligations to make payments that otherwise would have been due under this Agreement.

10. **Billing and Payment.**

- a. **Monthly Charges.** Lessee shall pay Lessor monthly at the rate shown in **Exhibit 1** (the “**Contract Price**”).
- b. **Monthly Invoices.** Lessor shall invoice Lessee monthly, either manually or through ACH. Such monthly invoices shall state (i) the amount of electric energy produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Lessee under this Agreement and (iii) the total amount due from Lessee. The Contract Price includes ACH invoicing.
- c. **Payment Terms.** All amounts due under this Agreement shall be due and payable net twenty (20) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the twenty (20) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the prime rate, as published in the Wall Street Journal (but not to exceed the maximum rate permitted by law).

11. **Environmental Attributes**

As specified on **Exhibit 1**, Lessee is the owner of all Environmental Attributes, including Renewable Energy Credits. Lessor shall cooperate with Lessee in obtaining, securing and transferring all Environmental Attributes, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes. Lessor shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Lessee.

“**Environmental Attributes**” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Lessee and Lessor shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags tradable renewable credits and Green-e® products.

“**Governmental Authority**” means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the California Public Utilities Commission), or any arbitrator with authority to bind a party at law.

12. **Conditions to Obligations.**

- a. **Conditions to Lessor’s Obligations.** Lessor’s obligations under this Agreement are conditioned on the completion of the following conditions to Lessor’s reasonable satisfaction on or before the Condition Satisfaction Date:
- i. Approval of the Lessor to receive funding for System through the AEPC-RLLF program
  - ii. Completion of a physical inspection of the Facility and the property upon which the Facility is located (the “**Premises**”) including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Facility and the Premises for the System;
  - iii. Successful completion of the System by Contractor.
  - iv. Confirmation that Lessor will obtain all applicable Environmental Incentives and Tax Credits;
  - v. Receipt of all necessary zoning, land use and building permits; and
  - vi. Execution of all necessary agreements with the Utility for interconnection of the System to Facility electrical system and/or the Utility’s electric distribution system.
- b. **Failure of Conditions.** If any of the conditions listed in subsection (a) are not satisfied by the Condition Satisfaction Date, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the Parties are unable to negotiate new dates then Lessor may terminate this Agreement upon ten (10) days written notice to Buyer without liability for costs or damages or triggering a default under this Agreement.
- c. **Conditions to Lessee’s Obligations.** Lessee’s obligations under Section 4(a) are conditioned on the occurrence of the Commercial Operation Date for the System by the Outside Commercial Operation Date.

13. **Lessor’s Rights and Obligations.**

- a. **No Warranty.** NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be Lessee’s sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise.

14. **Lessee's Rights and Obligations.**

- a. **Insurance.** Lessee shall maintain insurance on System with Lessor and City of Texarkana, TX listed as named. Insurance shall cover the full value of the system and insure against potential damage from weather, theft, accidental damage, and other potential incidents
- b. **Permits and Approvals.** Lessee, with Lessor's reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:
- i. any zoning, land use and building permits required to construct, install and operate the System; and
  - ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Facility electrical system and/or the Utility's electric distribution system.

Lessor shall cooperate with Lessee's reasonable requests to assist Lessor in obtaining such agreements, permits and approvals.

- c. **Standard System Repair and Maintenance.** Lessee shall assist with construction and installation of the System at the Facility. During the Term, Lessee will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, including any repairs or maintenance resulting from Lessee's negligence, willful misconduct or breach of this Agreement. Lessor shall not be responsible for any work done by others on any part of the System unless Lessor authorizes that work in advance in writing. Lessor shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by anyone other than Lessor or Lessor's contractors. If the System requires repairs for which Lessee is responsible, Lessee shall pay for diagnosing and correcting the problem.
- d. **Use of Contractors and Subcontractors.** Lessee shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided however, that such contractors and subcontractors shall be duly licensed and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Lessee shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.
- e. **OSHA Compliance.** Both parties shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in their performance under this Agreement.
- f. **Maintenance of Facility.** Lessee shall, at its sole cost and expense, maintain the Facility in good condition and repair. Lessee will ensure that the Facility remains interconnected to the Utility's electric distribution system at all times and will not cause cessation of electric service to the Facility from the Utility. Lessee is fully responsible for the maintenance and repair of the Facility's electrical system and of all of Lessee's equipment that utilizes the System's outputs. Lessee shall properly maintain in full working order all of Lessee's electric supply or generation equipment that Lessee may shut down while utilizing the System. Lessee shall promptly notify Lessor of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.
- g. **No Alteration of Facility.** Lessee shall not make any alterations or repairs to the Facility which could adversely affect the operation and maintenance of the System without Lessor's prior written consent. If Lessee wishes to make such alterations or repairs, Lessee shall give prior written notice to Lessor, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Lessor the opportunity to advise Lessee in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Lessee shall be responsible for all damage to the System caused by Lessee or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, such work and any replacement of the System after completion of Lessee's alterations and repairs, shall be done by Lessor or its contractors at Lessee's cost. In addition, Lessee shall pay Lessor an amount equal to the sum of (i) payments that Lessee would have made to Lessor hereunder for electric energy that would have been produced by the System during such disconnection or removal; (ii) revenues that Lessor would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during such disconnection or removal; (iii) revenues from Environmental Attributes that Lessor would have received with respect to electric energy that would have been produced by the System during such disconnection or removal; and (iv) Tax Credits that Lessor (or, if Lessor is a pass-through entity for tax purposes, Lessor's owners) would have received with respect to electric energy that would have been produced by the System during such disconnection or removal. Determination of the amount of energy that would have been produced during any disconnection or removal



shall be in accordance with the procedures in Section 10(b). All of Lessee's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.

- h. Liens.** Lessee shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Lessee shall immediately notify Lessor in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Lessor, and shall indemnify Lessor against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim. Notwithstanding anything else herein to the contrary, pursuant to Section 22.a), Lessor may grant a lien on the System and may assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party.
- i. Security.** Lessee shall be responsible for using commercially reasonable efforts to maintain the physical security of the Facility and the System against known risks and risks that should have been known by Lessee. Lessee will not conduct activities on, in or about the Premises or the Facility that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.

**15. Change in Law.**

“**Change in Law**” means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Lessor's obligations hereunder and which has a material adverse effect on the cost to Lessor of performing such obligations; provided, that a change in federal, state, county or any other tax law after the Effective Date of this Agreement shall not be a Change in Law pursuant to this Agreement.

If any Change in Law occurs that has a material adverse effect on the cost to Lessor of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Lessee from Lessor of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Lessor shall have the right to terminate this Agreement without further liability to either Party except with respect to payment of amounts accrued prior to termination.

**16. Default, Remedies and Damages.**

- a. Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed to be the “**Defaulting Party**”, the other Party shall be deemed to be the “**Non-Defaulting Party**”, and each event of default shall be a “**Default Event**”:

  - i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay (“**Payment Default**”);
  - ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
  - iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
  - iv. Lessee loses its rights to occupy and enjoy the Premises;

- v. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within sixty (60) days following receipt of a written notice from the Non-Defaulting Party demanding such cure; or

**b. Remedies.**

- i. Remedies for Payment Default. If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages.
- ii. Remedies for Other Defaults. On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement or suspend its performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages. Nothing herein shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event.
- iii. Damages Upon Termination by Default. Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the "**Termination Payment**"):
  - A. Lessee. If Lessee is the Defaulting Party and Lessor terminates this Agreement, the Termination Payment to Lessor shall be equal to the balance of the RLLF loan at the time of termination and ownership of the Facility and Meters shall revert to Lessee
  - B. Lessor. If Lessor is the Defaulting Party and Lessee terminates this Agreement, the Termination Payment to Lessor shall be equal to the balance of the RLLF loan at the time of termination and ownership of the Facility and Meters shall revert to Lessee
  - C. Obligations Following Termination. If a Non-Defaulting Party terminates this Agreement pursuant to this Section 16(b), then following such termination, Lessor shall, at the sole cost and expense of the Defaulting Party, remove the equipment (except for mounting pads and support structures) constituting the System. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.

**17. Representations, Warranties and Covenants.**

- a. General Representations and Warranties. Each Party represents and warrants to the other the following as of the Effective Date:
  - i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
  - ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.
- b. Lessee's Representations, Warranties and Covenants. Lessee represents and warrants to Lessor the following as of the Effective Date and covenants that throughout the Term:

- i. **License.** Lessee has title to or a leasehold or other property interest in the Premises. Lessee has the full right, power and authority to grant the License contained in Section 8(a). Such grant of the License does not violate any law, ordinance, rule or other governmental restriction applicable to Lessee or the Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Lessee is bound or that affects the Facility. If Lessee does not own the Premises or Facility, Lessee has obtained all required consents from the owner of the Premises and/or Facility to grant the License and enter into and perform its obligations under this Agreement.
- ii. **Other Agreements.** Neither the execution and delivery of this Agreement by Lessee nor the performance by Lessee of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Lessee is a party or by which Lessee or the Facility is bound.
- iii. **Accuracy of Information.** All information provided by Lessee to Lessor, as it pertains to the Facility's physical configuration, Lessee's planned use of the Facility, and Lessee's estimated electricity requirements, is accurate in all material respects.
- iv. **Lessee Status.** Lessee is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
- v. **Hazardous Substances.** There are no Hazardous Substances at, on, above, below or near the Premises.

**18. System and Facility Damage and Insurance.**

**a. System and Facility Damage.**

- i. **Lessee's Obligations.** If the **Facility** is damaged or destroyed by casualty of any kind or any other occurrence other than Lessor's gross negligence or willful misconduct, such that the operation of the System and/or Lessee's ability to accept the electric energy produced by the System are materially impaired or prevented, Lessee shall promptly repair and restore the Facility to its pre-existing condition; provided, however, that if more than 50% of the Facility is destroyed during the last five years of the Initial Term or during any Additional Term, Lessee may elect either (A) to restore the Facility or (B) to pay the Termination Payment and all other costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement.

**b. Insurance Coverage.** At all times during the Term, Lessor and Lessee shall maintain the following insurance:

- i. **Lessor's Insurance.** Lessor shall maintain (A) property insurance on the System for the replacement cost thereof, (B) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (C) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law.
- ii. **Lessee's Insurance.** Lessee shall maintain (A) property insurance on the System for the replacement cost thereof, (B) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (C) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law.

**c. Policy Provisions.** All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance (A) not less than ten (10) days written notice before the insurance is cancelled, or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise cancelled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.

**d. Certificates.** Upon the other Party's request each Party shall deliver the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.

**e. Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

**19. Ownership; Option to Lessee.**

- a. **Ownership of System.** Throughout the Term (except as otherwise permitted in Section 19), Lessor shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Lessor and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Each of the Lessor and Lessee agree that the Lessor (or the designated assignee of Lessor permitted under Section 19) is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Lessee covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facility or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Lessee shall provide a disclaimer or release from such lienholder. If Lessee is the fee owner of the Premises, Lessee consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Facility is located. If Lessee is not the fee owner, Lessee will obtain such consent from such owner. Upon request, Lessee agrees to deliver to Lessor a non-disturbance agreement in a form reasonably acceptable to Lessor from the owner of the Facility (if the Facility is leased by Lessee), any mortgagee with a lien on the Premises, and other Persons holding a similar interest in the Premises. To the extent that Lessee does not own the Premises or Facility, Lessee shall provide to Lessor immediate written notice of receipt of notice of eviction from the Premises or Facility or termination of Lessee's lease of the Premises and/or Facility.
- b. **Option to Purchase.** At the end of the Initial Term, so long as Lessee is not in default under this Agreement, Lessee may purchase the System from Lessor for a purchase price equal to \$1. Lessee must provide a notification to Lessor of its intent to Lessee at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the Lessee shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable. Any such Lessee shall be on an as-is, where-is basis, and Lessor shall not provide any warranty or other guarantee regarding the performance of the System, provided, however, that Lessor shall assign to Lessee any manufacturers warranties that are in effect as of the Lessee, and which are assignable pursuant to their terms.

## 20. **Indemnification and Limitations of Liability.**

- a. **General.** Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "**Indemnified Parties**"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 17 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 20(a) however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 20(c).
- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 20(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 20(b) for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.
- c. **Environmental Indemnification.** Lessor shall indemnify, defend and hold harmless all of Lessee's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 20(c)(i)) to the extent deposited, spilled or otherwise caused by Lessor or any of its contractors or agents. Lessee shall indemnify, defend and hold harmless all of Lessor's

Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Lessor or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises or the Premises generally or any deposit, spill or release of any Hazardous Substance.

- i. **“Hazardous Substance”** means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollution,” “pollutants,” “regulated substances,” or words of similar import under any laws pertaining to the environment, health, safety or welfare, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.

**d. Limitations on Liability.**

- i. **No Consequential Damages.** Except with respect to indemnification for third party claims pursuant to this Section 17 and damages that result from the willful misconduct of a Party, neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of such. The Parties agree that (1) in the event that Lessor is required to recapture any Tax Credits or other tax benefits as a result of a breach of this Agreement by Lessee, such recaptured amount shall be deemed to be direct and not indirect or consequential damages, and (ii) in the event that Lessor is retaining the Environmental Attributes produced by the System, and a breach of this Agreement by Lessee causes Lessor to lose the benefit of sales of such Environmental Attributes to third parties, the amount of such lost sales shall be direct and not indirect or consequential damages.
- ii. **Actual Damages.** Except with respect to indemnification for third party claims pursuant to Section 26 and damages that result from the willful misconduct of Lessor, Lessor’s aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the total payments made (or, as applicable, projected to be made) by Lessee under this Agreement. The provisions of this Section (20)(d)(ii) shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Lessor must be brought within one (1) year after the cause of action accrues.

**21. Force Majeure.**

- a. **“Force Majeure”** means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.
- b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.

- c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Lessee's ability to make payment.
- d. If a Force Majeure event continues for a period of thirty (30) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, then at any time during the continuation of the Force Majeure event, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

22. **Assignment**

- a. **Assignment**. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Lessor may, without the prior written consent of Lessee, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party, (ii) directly or indirectly assign this Agreement and the System to an affiliate or subsidiary of Lessor, (iii) assign this Agreement and the System to any entity through which Lessor is obtaining financing or capital for the System and (iv) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Lessor (provided that Lessor shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Lessor's obligations hereunder by the assignee). In the event of any such assignment, the Lessor shall be released from all its liabilities and other obligations under this Agreement. However, any assignment of Lessor's right and/or obligations under this Agreement, shall not result in any change to Lessee's rights and obligations under this Agreement. Lessee's consent to any other assignment shall not be unreasonably withheld if Lessee has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.

23. **Miscellaneous Provisions**

- a. **Choice of Law**. The law of the State of Arkansas where the System is located shall govern this Agreement without giving effect to conflict of laws principles.
- b. **Arbitration and Attorneys' Fees**. Any dispute arising from or relating to this Agreement shall be arbitrated in Miller County, Arkansas. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.
- c. **Notices**. All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.
- d. **Survival**. Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 4 (Representations and Warranties), Section 13(a) (No Warranty), Section 18(b) (Insurance Coverage), Section 20 (Indemnification and Limits of Liability), Section Error! Reference source not found. (Confidentiality and Publicity), Section 23(a) (Choice of Law), Section 23 (b) (Arbitration and Attorneys' Fees), Section 23(c) (Notices), Section 23 (g) (Comparative Negligence), Section 23(h) (Non-Dedication of Facilities), Section 23(j) (Service Contract), Section 23(k) (No Partnership) Section 23(l) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 23(n) (No Third Party Beneficiaries).
- e. **Further Assurances**. Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

- f. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Lessee or Lessor shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.
- g. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.
- h. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Lessor is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Lessor does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Lessor shall have the right to terminate this Agreement without further liability, and Lessor shall remove the System in accordance with Section 11 of this Agreement.
- i. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.
- j. **Service Contract.** The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Lessee will not take the position on any tax return or in any other filings suggesting that it is anything other than a Lessee of electricity from the System.
- k. **No Partnership.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- l. **Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
- m. **Forward Contract.** The transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

- n. **No Third Party Beneficiaries.** Except for assignees and Financing Parties permitted under Section 19, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.
  
- o. **Bonding.**
  - i. **Performance bond liability.** Any performance bond issued for a site or system will cease one (1) year from the completion of construction. If a warranty or guarantee is provided under the terms of this Agreement, the balance of any warranty or guarantee beyond one year term of the applicable performance bond shall continue to be guaranteed solely by Lessor under the terms of this Agreement. The performance bond does not guarantee any property restorative requirements.
  
  - ii. **Payment bond liability.** Any payment bond issued will cease at the termination of any time required by law.
  
  - iii. **Performance Guarantee.** Neither payment bonds, whether for labor or materials, nor performance bonds are applicable to any specified performance guarantee.



**TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 072524I  
A RESOLUTION APPROVING THE EXECUTIVE DIRECTOR TO ENTER INTO  
A MOU WITH THE CITY OF TEXARKANA AR, TURNING OVER FACILITES  
AS NECESSARY, AND PROVIDING ASSURANCES, TO ALLOW THE CITY TO  
OBTAIN A LOAN FROM THE STATE OF ARKANSAS ENERGY OFFICE TO  
PAY FOR THE AIRPORT PARKING LOT SOLAR ARRAY**

**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, The Airport under the guidance of the Arkansas Energy Office applied for a .4% loan to pay for a Parking Lot Solar Array; and,**

**WHEREAS, The Airport released an RFP, Choose an ESCO, entered an IGA Contract, entered into an EPC Contract after that IGA was delivered and applied to the loan fund with the required supporting documentation; and,**

**WHEREAS, The Airport received a letter from the Arkansas Energy Office that the Airport was found by bond council to be ineligible to receive funds; and,**

**WHEREAS, The City of Texarkana AR is eligible to receive funds; and,**

**WHEREAS, The City of Texarkana AR is a co-owner of the Airport and has an interest in keeping the debt service payments low and has indicated a willingness to enter into a MOU with the airport in order to apply for the loan funds,**

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

**SECTION 1. The Texarkana Regional Airport Authority Approves the Executive Director entering a MOU with the City of Texarkana AR, for 15 years, turning over facilities as necessary, and providing assurances, to allow the city to obtain a loan from the state of Arkansas Energy Office to pay for the airport parking lot solar array, pending the approval of both cities.**

**Adopted this 25<sup>th</sup> day of July, 2024**

**ATTEST**

  
\_\_\_\_\_  
**Ferdinand P Mehrlich III, Director**

**SIGNED**

  
\_\_\_\_\_  
**Airport Authority Chair**



**RESOLUTION NO. 2024 - XXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE TEXARKANA AIRPORT AUTHORITY MOU WITH THE CITY OF TEXARKANA AR.**

**WHEREAS**, the Cities of Texarkana, Arkansas, and Texarkana, Texas, created the Texarkana Airport Authority by means of reciprocal ordinances codified in Chapter 6 – Aviation, Article II – Texarkana Airport Authority, of the Code of Ordinances of the City of Texarkana, Arkansas, and Chapter 4 – Airports, Article II – Airport Authority, of the Code of Ordinances of the City of Texarkana, Texas; and

**WHEREAS**, the Airport Authority cannot enter into contractual agreements for a term greater than five (5) years, without the approval of the cities’ governing bodies; and

**WHEREAS**, the Airport Authority was found by the Arkansas Energy Office to be ineligible for a .4% loan to pay for Solar Panels; and

**WHEREAS**, the City of Texarkana AR is eligible for the loan provided by the Arkansas Energy Office; and

**WHEREAS**, the Arkansas Energy Office requires the sponsor to own the solar panels and electric meters; and

**WHEREAS**, Holistic Utilities has determined the project would provide a return on investment of \$798,065; and

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

**SECTION 1:** The City Council approves the City Manager signing a MOU between the City of Texarkana AR and the Texarkana Regional Airport, allowing the City of Texarkana AR to pursue a loan with the Arkansas Energy Office for solar panels in the Airport parking area.

**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 **12<sup>th</sup> day of August 2024**.

ATTEST:

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JENNIFER EVANS, CITY SECRETARY

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BOB BRUGGEMAN, MAYOR



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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<b>AGENDA TITLE:</b>	Adopt a Resolution to adopt the FY2025 Airport Budget. (AIRPORT) Airport Director Paul Mehrlich
<b>AGENDA DATE:</b>	August 5, 2024
<b>ITEM TYPE:</b>	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
<b>DEPARTMENT:</b>	Airport
<b>PREPARED BY:</b>	Paul Mehrlich, Airport Director
<b>REQUEST:</b>	Approve the Airport Budget for FY2025.
<b>EMERGENCY CLAUSE:</b>	N/A
<b>SUMMARY:</b>	Annual Airport Budget for FY2025.
<b>EXPENSE REQUIRED:</b>	\$561,142.00
<b>AMOUNT BUDGETED:</b>	\$561,142.00
<b>APPROPRIATION REQUIRED:</b>	0
<b>RECOMMENDED ACTION:</b>	
<b>EXHIBITS:</b>	Resolution, FY2025 Airport Budget, Briefing Sheet

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED**, by the Board of Directors of the City of Texarkana, Arkansas, that the FY2025 Airport Authority Budget, amended to remove salary increases attached hereto and made a part hereof, is hereby approved and accepted.

**PASSED AND APPROVED** this 5<sup>th</sup> day of August, 2024.

\_\_\_\_\_  
Allen L. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
Joshua L. Potter, City Attorney

	2023 Budget	2023 Actual	2024 Budget	2024 Actual	2024 EoY Est	2025 Budget
<b>Income</b>						
40000 - Revenues			\$ 271,296	\$ -	\$ -	
40001 - Small Building Revenue	\$ 42,825	\$ 42,478	\$ 43,815	\$ 18,581	\$ 37,163	\$ -
40002 - FBO Revenue	\$ 116,150	\$ 105,431	\$ 105,432	\$ 52,716	\$ 105,431	\$ 106,486
40003 - Ground Revenue/Aircraft Sto Fee	\$ 48,400	\$ 36,733	\$ 26,000	\$ 15,706	\$ 15,706	\$ 26,000
40004 - Hangar Revenue	\$ 163,200	\$ 170,978	\$ 163,992	\$ 85,120	\$ 170,240	\$ 171,000
40005 - House Revenue	\$ 57,600	\$ 61,600	\$ 57,600	\$ 25,200	\$ 50,400	\$ -
40006 - Fuel Flowage Revenue	\$ 51,000	\$ 55,532	\$ 58,584	\$ 26,565	\$ 53,130	\$ 122,000
40007 - Interest/Late Charge Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
40008 - Landing Fees Revenue	\$ 71,600	\$ 83,784	\$ 75,000	\$ 34,612	\$ 69,225	\$ 80,000
40009 - Misc. Revenue - Other	\$ 5,000	\$ 859,044	\$ 5,000	\$ 40,437	\$ 40,437	\$ 5,000
40010 - Parking Revenue	\$ 334,584	\$ 351,062	\$ 330,000	\$ 189,731	\$ 379,462	\$ 360,000
40011 - Airline Office Revenue	\$ 35,370	\$ 35,370	\$ 35,370	\$ 17,685	\$ 35,370	\$ 37,104
40012 - Rental Car Revenue	\$ 300,635	\$ 281,950	\$ 280,000	\$ 143,438	\$ 286,876	\$ 280,000
40013 - TSA Building Rents - Other	\$ 50,000	\$ 52,231	\$ 51,662	\$ 27,093	\$ 54,186	\$ 52,231
40015 - Fuel Tax Income	\$ 32,000	\$ 73,243	\$ 60,000	\$ 21,093	\$ 42,186	\$ 72,000
40016 - Cities Subsidy	\$ -	\$ 773,390		\$ 675,779	\$ 1,351,557	
40017 - Advertising Revenue	\$ 6,500	\$ 9,560	\$ 5,000	\$ 8,183	\$ 16,366	\$ 112,000
40018 - Mooring Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
40019 - LEO Grant Reimbursement	\$ -	\$ 36,480	\$ 43,560	\$ 14,560	\$ 14,560	\$ -
40020 - Miller County Tax Passthru	\$ 26,000	\$ 30,504	\$ 26,000	\$ 33,002	\$ 33,002	\$ 30,000
40021 - Freight Loading Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
40022 - Building Utilities	\$ 4,000	\$ 11,504	\$ 4,000	\$ 10,327	\$ 20,654	\$ 11,000
40023 - Terminal Vending	\$ -	\$ 383	\$ -	\$ 127	\$ 254	\$ 300
40024 - Lease Revenue		\$ 159,472			\$ -	
<b>Total 40000 - Revenues</b>	<b>\$ 1,344,864</b>	<b>\$ 3,230,730</b>	<b>\$ 1,642,311</b>	<b>\$ 737,111</b>	<b>\$ 2,776,206</b>	<b>\$ 1,465,121</b>
<b>Expense</b>						
50000 - Administration Expense						
50001 - Advertising & Promotion	\$ 100,000	\$ 100,299	\$ 80,000	\$ 63,904	\$ 127,808	\$ 60,000
50002 - Drug Testing	\$ 400	\$ 529	\$ 400	\$ 706	\$ 1,411	\$ 400
50003 - Dues & Subscriptions	\$ 7,500	\$ 5,811	\$ 7,500	\$ 3,265	\$ 6,530	\$ 7,500
50004 - Employee Training-Other	\$ 2,000	\$ 3,150	\$ 2,000	\$ -	\$ -	\$ 2,000
50005 - Interest Expense/Debt Service	\$ 60,000	\$ 21,592	\$ 230,000	\$ 26,211	\$ 52,421	\$ -
50006 - Legal & Accounting Expense	\$ 30,000	\$ 35,517	\$ 30,000	\$ 5,200	\$ 10,400	\$ 35,000
50008 - Mileage	\$ 1,000	\$ 667	\$ 1,000	\$ 519	\$ 1,037	\$ 1,000
50009 - Office Support	\$ 7,000	\$ 10,147	\$ 14,000	\$ 20,362	\$ 40,724	\$ 14,000
50010 - Miscellaneous	\$ 8,000	\$ 8,231	\$ 8,000	\$ 1,764	\$ 3,529	\$ 8,000
50011 - Parking Expense	\$ 5,000	\$ 1,899	\$ 5,000	\$ 316	\$ 632	\$ 5,000
50012 - Service Charges	\$ 10,000	\$ 16,887	\$ 10,000	\$ 9,663	\$ 19,326	\$ 17,000

50013 - Travel & Training Seminars	\$ 11,000	\$ 17,935	\$ 11,000	\$ 12,495	\$ 24,990	\$ 18,000
50014 - Consulting Fees	\$ 4,000	\$ -	\$ 4,000	\$ 2,000	\$ 4,000	\$ 4,000
50015 - FAA/TSA Mandated Expenses	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ 1,000
50022 - Depredation	\$ 500	\$ 750	\$ 500	\$ 475	\$ 950	\$ 750
50023 - Terminal Vending	\$ 1,000	\$ 113	\$ 1,000	\$ -	\$ -	\$ 1,000
50024 - EOC Admin. & Training Cost	\$ 25,121	\$ 25,121	\$ 25,121	\$ 12,562	\$ 25,123	\$ -
<b>Total 50000 - Administration Expense</b>	<b>\$ 273,521</b>	<b>\$ 248,649</b>	<b>\$ 430,521</b>	<b>\$ 159,441</b>	<b>\$ 318,882</b>	<b>\$ 174,650</b>
50100 - Liability Insurance Expense						
50102 - Airport Liability Ins. Other	\$ 8,400	\$ 9,470	\$ 10,000	\$ 9,470	\$ 9,470	\$ 10,000
50103 - Property/Auto Ins	\$ 51,922	\$ 60,261	\$ 62,000	\$ 67,482	\$ 67,482	\$ 118,000
<b>Total 50100 - Liability Insurance Expense</b>	<b>\$ 60,322</b>	<b>\$ 69,731</b>	<b>\$ 72,000</b>	<b>\$ 76,952</b>	<b>\$ 76,952</b>	<b>\$ 128,000</b>
50200 - Build. & Grounds Maint. Expense						
50202 - Airside Components	\$ 10,000	\$ 15,938	\$ 126,000	\$ 26,413	\$ 52,826	\$ 120,000
50203 - Buildings	\$ 30,000	\$ 43,459	\$ 35,000	\$ 17,725	\$ 35,450	\$ 35,000
50204 - Airfield Lighting	\$ 10,000	\$ 3,970	\$ 10,000	\$ 1,985	\$ 3,970	\$ 10,000
50205 - Gates / Fences	\$ 45,000	\$ 22,639	\$ 200,000	\$ 6,226	\$ 12,452	\$ 180,000
50206 - Houses	\$ 10,000	\$ 1,167	\$ 10,000	\$ -	\$ -	\$ -
50207 - Misc.	\$ 1,000	\$ 549	\$ 5,000	\$ 578	\$ 1,157	\$ 5,000
50208 - T-Hangars	\$ 51,400	\$ 30,560	\$ 48,000	\$ 19,452	\$ 38,903	\$ 48,000
50209 - Tools	\$ 19,500	\$ 8,291	\$ 25,000	\$ 1,019	\$ 2,037	\$ 25,000
50210 - Tractors, Mules, Forklift etc.	\$ 12,000	\$ 19,699	\$ 12,000	\$ 11,934	\$ 23,869	\$ 12,000
50211 - Vehicles & Trailers	\$ 4,000	\$ 8,370	\$ 4,000	\$ 1,290	\$ 2,579	\$ 4,000
50212 - Environmental	\$ 500	\$ -	\$ 500	\$ 499	\$ 997	\$ 500
50213 - Snow & Ice Removal/ Flood Damage	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ -	\$ 2,000
50214 - FAA/TSA Mandated Expenses	\$ 4,000	\$ 446	\$ 9,700	\$ 5,170	\$ 10,339	\$ 9,700
50215 - ADA Grant Matches						
<b>Total 50200 - Build. &amp; Grounds Maint. Expense</b>	<b>\$ 199,400</b>	<b>\$ 155,088</b>	<b>\$ 487,200</b>	<b>\$ 92,290</b>	<b>\$ 184,580</b>	<b>\$ 451,200</b>
50300 - Landside Consumables Expense						
50301 - Fuel	\$ 8,000	\$ 7,879	\$ 8,000	\$ 2,709	\$ 5,418	\$ 8,000
50302 - Janitorial Supplies	\$ 5,000	\$ 6,279	\$ 5,500	\$ 2,847	\$ 5,695	\$ 5,500
50303 - Landscaping	\$ 1,000	\$ 1,000	\$ 9,000	\$ 350	\$ 700	\$ 9,000
50304 - Maint. Shop Supplies	\$ 2,000	\$ 2,147	\$ 2,000	\$ 302	\$ 604	\$ 2,000
50305 - Rental Expense	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ 1,000
50306 - Uniforms	\$ 1,200	\$ 1,649	\$ 1,200	\$ 402	\$ 805	\$ 1,200
<b>Total 50300 - Landside Consumables Expense</b>	<b>\$ 18,200</b>	<b>\$ 18,954</b>	<b>\$ 26,700</b>	<b>\$ 6,611</b>	<b>\$ 13,221</b>	<b>\$ 26,700</b>
50400 - Payroll Expenses						
50401 - AR Unemployment Tax (ALL)	\$ 4,000	\$ 384	\$ 4,000	\$ 281	\$ 563	\$ 4,000

50402 - Admin. Group Insurance	\$ 50,000	\$ 49,733	\$ 50,000	\$ 17,468	\$ 34,937	\$ 50,000
50403 - Payroll Taxes (ALL)	\$ 60,317	\$ 64,873	\$ 62,730	\$ 32,891	\$ 65,781	\$ 67,468
50404 - Retirement		\$ 69,532	\$ -	\$ 26,002	\$ 52,005	
50405 - Admin. Payroll	\$ 475,615	\$ 443,825	\$ 582,883	\$ 251,858	\$ 503,716	\$ 606,199
50406 - Admin. Workers Comp.	\$ 5,000	\$ 1,721	\$ 5,000	\$ 2,248	\$ 4,496	\$ 5,000
50408 - Vacation & Sick Leave	\$ -	\$ 36,653	\$ 30,000	\$ 12,526	\$ 25,053	\$ 30,000
50409 - Other (ALL)	\$ 300	\$ -	\$ 300		\$ -	\$ 300
50411 - Accrued Payroll	\$ 8,500	\$ -	\$ 8,500		\$ -	\$ 8,500
50413 - Admin. Longevity	\$ 10,560	\$ 10,560	\$ 12,000		\$ -	\$ 11,050
50415 - ADA Employee Agreement	\$ -	\$ -	\$ -		\$ -	\$ -
50416 - APERS (All)	\$ 103,129	\$ -	\$ 126,683	\$ 8,932	\$ 17,865	\$ 131,750
50400 - Admin Payroll Expenses Other	\$ 100	\$ -	\$ 100	\$ 413	\$ 413	\$ 413
<b>Total 50400 - Payroll Expenses</b>	<b>\$ 717,521</b>	<b>\$ 677,282</b>	<b>\$ 882,196</b>	<b>\$ 352,620</b>	<b>\$ 704,827</b>	<b>\$ 914,679</b>
<b>50500 - Permits &amp; Taxes</b>						
50501 - Miller County Taxes	\$ 40,000	\$ 43,552	\$ 40,000	\$ 46,648	\$ 46,648	\$ 44,000
50502 - Sales Tax	\$ 27,500	\$ 35,333	\$ 27,500	\$ 15,728	\$ 15,728	\$ 36,000
50503 - Permits & Taxes -Other	\$ 725	\$ 700	\$ 725		\$ -	\$ 725
<b>Total 50500 - Permits &amp; Taxes</b>	<b>\$ 68,225</b>	<b>\$ 79,585</b>	<b>\$ 68,225</b>	<b>\$ 62,376</b>	<b>\$ 62,376</b>	<b>\$ 80,725</b>
<b>50600 - Utilities</b>						
50602 - Communications	\$ 34,000	\$ 30,914	\$ 34,000	\$ 10,013	\$ 20,026	\$ 20,000
50603 - Electricity	\$ 75,000	\$ 102,442	\$ 100,000	\$ 36,990	\$ 73,980	\$ 20,000
50604 - Gas	\$ 3,500	\$ 5,303	\$ 13,000	\$ 2,616	\$ 5,232	\$ 1,000
50605 - Water	\$ 16,000	\$ 19,928	\$ 20,000	\$ 11,747	\$ 23,493	\$ 5,000
<b>Total 50600 - Utilities</b>	<b>\$ 128,500</b>	<b>\$ 158,588</b>	<b>\$ 167,000</b>	<b>\$ 61,366</b>	<b>\$ 122,731</b>	<b>\$ 46,000</b>
<b>50700 - ARFF Expenses</b>						
50702 - ARFF Office Support	\$ 300	\$ 140	\$ 300	\$ 1,225	\$ 2,449	\$ 3,000
50703 - ARFF Communications	\$ 1,800	\$ 1,111	\$ 1,800	\$ 550	\$ 1,101	\$ 1,500
50704 - ARFF Fuel	\$ 2,500	\$ 6,236	\$ 2,500		\$ -	\$ 6,000
50705 - ARFF Group Insurance	\$ 42,000	\$ 38,309	\$ 42,000	\$ 19,129	\$ 38,257	\$ 42,000
50706 - ARFF Mileage	\$ 1,000	\$ 876	\$ 1,000	\$ 806	\$ 1,613	\$ 1,000
50707 - ARFF Payroll	\$ 197,553	\$ 246,460	\$ 203,500	\$ 131,545	\$ 263,090	\$ 256,318
50708 - ARFF Retirement	\$ -	\$ 38,802	\$ -	\$ 15,410	\$ 30,819	
50709 - ARFF Supplies	\$ 3,400	\$ 2,238	\$ 3,400	\$ 3,467	\$ 6,934	\$ 3,000
50710 - ARFF Tools & Equipment	\$ 1,000	\$ 1,240	\$ 1,000	\$ 385	\$ 770	\$ 10,000
50711 - ARFF Training	\$ 1,600	\$ 1,887	\$ 1,600	\$ 5,175	\$ 10,350	\$ 1,600
50712 - ARFF Truck Repair	\$ 6,000	\$ 18,862	\$ 6,000	\$ 4,442	\$ 8,884	\$ 15,000
50713 - ARFF Uniforms	\$ 1,500	\$ 2,251	\$ 1,500	\$ 400	\$ 800	\$ 2,000
50714 - ARFF Utilities	\$ 15,000	\$ 20,446	\$ 15,000	\$ 8,497	\$ 16,995	\$ 15,000

50715 - ARFF Workers Comp.	\$ 5,000	\$ 4,160	\$ 5,000	\$ 4,765	\$ 9,530	\$ 5,000
50716 - Public Safety Building	\$ 8,000	\$ 59,090	\$ 8,000	\$ 11,081	\$ 22,163	\$ 10,000
50717 - ARFF Misc.	\$ 800	\$ 32	\$ 800	\$ 1,504	\$ 3,008	\$ 800
50718 - ARFF Longevity	\$ 10,560	\$ 10,560	\$ 11,200		\$ -	\$ 11,900
<b>Total 50700 - ARFF Expenses</b>	<b>\$ 298,013</b>	<b>\$ 452,699</b>	<b>\$ 304,600</b>	<b>\$ 208,381</b>	<b>\$ 416,763</b>	<b>\$ 384,118</b>
<b>50700 - LEO Expenses</b>						
50730 - LEO Payroll	\$ 115,284	\$ 121,949	\$ 135,000	\$ 55,922	\$ 111,844	\$ 140,400
50731 - LEO Office Support	\$ 400	\$ -	\$ 400	\$ 3,005	\$ 6,011	\$ 400
50732 - LEO Communications	\$ 600	\$ 597	\$ 600	\$ 601	\$ 1,202	\$ 600
50733 - LEO Misc.	\$ 50	\$ -	\$ 50	\$ 41	\$ 41	\$ 50
50734 - LEO Workers Comp.	\$ 1,500	\$ 1,088	\$ 1,500	\$ 1,834	\$ 3,668	\$ 1,500
50735 - LEO Training & Equipment	\$ -	\$ -	\$ -	\$ 5,569	\$ 11,137	\$ 5,569
50736 - LEO Longevity	\$ 5,280	\$ 5,440	\$ 6,080		\$ -	\$ 6,800
<b>Total 50700 - LEO Expenses</b>	<b>\$ 123,114</b>	<b>\$ 129,074</b>	<b>\$ 143,630</b>	<b>\$ 66,972</b>	<b>\$ 133,904</b>	<b>\$ 155,319</b>
<b>50800 - Terminal Expenses</b>						
50801 - Terminal Communications			\$ 12,000	\$ 1,068	\$ 2,137	\$ 24,000
50802 - Terminal Electricity			\$ 70,000		\$ -	\$ 140,000
50803 - Terminal Gas			\$ 16,000		\$ -	\$ 32,000
50804 - Terminal Water			\$ 10,000		\$ -	\$ 20,000
50802 - Building Maint.			\$ 15,000		\$ -	\$ 30,000
50803 - Janitorial			\$ 10,000		\$ -	\$ 20,000
50804 - Terminal Landscaping			\$ 7,500		\$ -	\$ 80,000
50804 - Terminal Décor			\$ -		\$ -	\$ 10,000
<b>Total 50800 - Terminal Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 140,500</b>	<b>\$ 1,068</b>	<b>\$ 2,137</b>	<b>\$ 356,000</b>
Grant Passthrough		\$ 660,722				
<b>Total Expense</b>	<b>\$ 1,886,816</b>	<b>\$ 2,650,371</b>	<b>\$ 2,722,572</b>	<b>\$ 1,088,076</b>	<b>\$ 2,036,372</b>	<b>\$ 2,717,391</b>
Revenues - Expenditures	<b>\$ (541,952)</b>	<b>\$ 580,359</b>	<b>\$ (1,080,261)</b>	<b>\$ 351,879</b>	<b>\$ 739,833</b>	<b>\$ (1,252,270)</b>

O&M Cost Shares	FY22 Budget	FY23 Budget	FY24 Budget
Texarkana, TX	\$ 299,103	\$ 596,196	\$ 691,128
Texarkana, AR	\$ 242,849	\$ 484,065	\$ 561,142
<b>Capital Budget</b>		<b>\$ 2,017,419.00</b>	<b>\$ 357,201.82</b>
<b>*(See Attached Sheet)</b>		<b>\$ 1,565,921.00</b>	<b>\$ 290,020.18</b>
<b>Total Local Capital Match</b>		<b>\$ 3,583,340.00</b>	<b>\$ 647,222.00</b>



**Total Budget**

**\$ 2,613,615.05**  
**\$ 2,049,985.95**

**\$ 1,048,329.58**  
**\$ 851,162.32**

**Population Ratio**

**55.19%**

**44.81%**

**TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 072524C  
A RESOLUTION APPROVING THE 2025 OPERATIONS & MAINTENANCE  
BUDGET**

**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 6-38 of Texarkana AR City Code and Section 4-33 of Texarkana TX City Code require the Airport Authority to present a proposed budget on or before November 1<sup>st</sup> of each year; and,**

**WHEREAS, Section 6-38 of Texarkana AR City Code and Section 4-33 of Texarkana TX City Code state if the budget, as proposed by the authority, contemplates a deficit, each of the cities, upon approval of the budget, shall assume and pay its proportionate share of the deficit, such share to be determined upon a per capita basis of the citizens of each of the cities as determined by the federal decennial census last made and taken prior to the approval of the budget; and,**

**WHEREAS, an annual budget is necessary for the function of the Airport Authority; and,**

**WHEREAS, the 2025 Operations and Maintenance budget proposes revenues of \$1,465,121 and expenses of \$2,717,391 with a net deficit of \$1,252,270;**

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

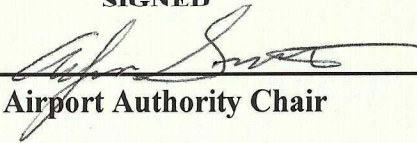
**SECTION 1. The Texarkana Regional Airport Authority Approves the 2025 Operating and Maintenance Budget pending the joint approvals of the cities of Texarkana AR and Texarkana TX.**

**Adopted this 25<sup>th</sup> day of July, 2024**

**ATTEST**

  
\_\_\_\_\_  
**Ferdinand P Mehrlich III, Director**

**SIGNED**

  
\_\_\_\_\_  
**Airport Authority Chair**





# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

---

**AGENDA TITLE:** Adopt a Resolution to adopt the FY2025 Airport Capital Budget. (AIRPORT) Airport Director Paul Mehrlich

**AGENDA DATE:** August 5, 2024

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Airport

**PREPARED BY:** Paul Mehrlich, Airport Director

---

**REQUEST:** Approve the FY2025 Airport Capital Budget.

**EMERGENCY CLAUSE:**

---

**SUMMARY:** FY2025 Airport Capital Budget.

---

**EXPENSE REQUIRED:** \$290,020.00

---

**AMOUNT BUDGETED:** \$290,020.00

---

**APPROPRIATION REQUIRED:** 0

---

**RECOMMENDED ACTION:**

---

**EXHIBITS:** Resolution, FY2025 Airport Capital Budget, Briefing Sheet

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED**, by the Board of Directors of the City of Texarkana, Arkansas, the FY2025 Airport Capital Budget, attached hereto and made a part hereof, is hereby approved and accepted.

**PASSED AND APPROVED** this 5<sup>th</sup> day of August, 2024.

\_\_\_\_\_  
Allen L. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
Joshua L. Potter, City Attorney

**TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 072524D  
A RESOLUTION APPROVING THE 2025 CAPITAL BUDGET**

**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 6-38 of Texarkana AR City Code and Section 4-33 of Texarkana TX City Code require the Airport Authority to present a proposed budget on or before November 1<sup>st</sup> of each year; and,**

**WHEREAS, Section 6-38 of Texarkana AR City Code and Section 4-33 of Texarkana TX City Code state if the budget, as proposed by the authority, contemplates a deficit, each of the cities, upon approval of the budget, shall assume and pay its proportionate share of the deficit, such share to be determined upon a per capita basis of the citizens of each of the cities as determined by the federal decennial census last made and taken prior to the approval of the budget; and,**

**WHEREAS, an annual budget is necessary for the function of the Airport Authority; and,**

**WHEREAS, the 2025 Capital budget proposes expenses of \$647,222 for the replacement of a John Deer Tractor, A Chevy 2500 Maintenance Truck, Matching funds for Arkansas Division of Aeronautics Grants, and Debt Service;**

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

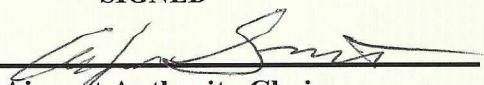
**SECTION 1. The Texarkana Regional Airport Authority Approves the 2025 Capital Budget pending the joint approvals of the cities of Texarkana AR and Texarkana TX.**

Adopted this 25<sup>th</sup> day of July, 2024

ATTEST

  
\_\_\_\_\_  
Ferdinand P Mehrlich III, Director

SIGNED

  
\_\_\_\_\_  
Airport Authority Chair



Capital Budget

Project/Item	Amount
John Deer Tractor	\$ 55,000.00
Chevy 2500 MX Truck	\$ 65,000.00
ODO 2 - Runway 4 & Taxiway D Extension - Design	
BIL #2 - ARFF Truck	
MRO Site Development	\$ 200,000.00
MRO Site Development	\$ 75,000.00
Service Animal Relief Area	\$ 22,222.00
Debt Service	\$ 230,000.00
	\$ 647,222.00



# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

---

**AGENDA TITLE:** Adopt an Ordinance to rezone property located at 6103 Mt. Olive Drive, from C-4 Crossroads Business Park to a Planned Unit Development for the purpose of constructing MCDONALD HEIGHTS subdivision consisting of 5 single family homes (Ward 6). (PWD-Planning) City Planner Jamie Finley

*The applicant requests an emergency clause. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board. (Hdbk. Const. Amend 7)*

**AGENDA DATE:** August 5, 2024

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Public Works/Planning

**PREPARED BY:** Jamie Finley

---

**REQUEST:** Rezone property located at 6103 Mt. Olive Drive, from C-4 Crossroads Business Park to a Planned Unit Development for the purpose of constructing MCDONALD HEIGHTS subdivision consisting of 5 single family homes. Property is legally described as PT NE NW SW of Section 05, Township 15S, Range 28W, Texarkana, Miller County, Arkansas, containing .2.12 acres more or less.

**EMERGENCY CLAUSE:** N/A

---

**SUMMARY:** The Planning Commission recommendation is approval of this rezoning.

---

**EXPENSE REQUIRED:** 0

---

**AMOUNT BUDGETED:** 0

---

**APPROPRIATION REQUIRED:** 0

---

**RECOMMENDED ACTION:**

---

**EXHIBITS:** Ordinance, Memo to City Manager, location map, zoning map

# ORDINANCE NO. \_\_\_\_\_

## AN ORDINANCE AMENDING ORDINANCE NO. K-286, AS AMENDED; FOR DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, an application to amend the Land Use Plan was filed with the Planning Commission of the City of Texarkana, Arkansas, requesting the following described land located at 6103 Mt. Olive Drive in Ward 6, be rezoned, as applicable, from C-4 Crossroads Business Park to a Planned Unit Development for the purpose of constructing five (5) single family homes:

PT NE NW SW of Section 05, Township 15S, Range 28W, Texarkana, Miller County, Arkansas, containing 2.12 acres more or less.

WHEREAS, the Planning Commission, after public hearing, has approved said application and recommended that the Board of Directors of the City of Texarkana, Arkansas, adopt the ordinance affecting said rezoning request;

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

**Section 1:** Ordinance No. K-286, as amended, should be amended to rezone the above-described property in the City of Texarkana, Arkansas, from C-4 Crossroads Business Park to a Planned Unit Development for the purpose of constructing five (5) single family homes.

**Section 2:** This action being necessary for the preservation of the public peace, health and safety, and a separate and distinct vote having been taken on this emergency clause, an emergency is therefore declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

**Section 3:** This is solely a rezoning and no other action, conveyance, or release of interest.



**PASSED AND APPROVED** this 5<sup>th</sup> day of August 2024.

---

Allen L. Brown, Mayor

**ATTEST:**

---

Heather Soyars, City Clerk

**APPROVED:**

---

Joshua L. Potter, City Attorney



## CITY OF TEXARKANA ARKANSAS

### DEPARTMENT OF PUBLIC WORKS

216 WALNUT ST 71854-6024

P O BOX 2711 TEXARKANA ARKANSAS 75504-2711

PHONE (870) 779-4971 – FAX (870) 773-2395

## MEMORANDUM

**TO:** Tyler Richards, Acting City Manager

**FROM:** Jamie Finley, City Planner

**DATE:** July 10, 2024

**SUBJECT:** Board of Directors Agenda item for 8-5-2024, request approval to rezone property located at 6301 Mt. Olive Drive, Texarkana AR 71854 from C-4 Crossroads Business Park to a Planned Unit Development.

**LEGAL DESCRIPTION:** The property is legally described as PT NE NW SW of Section 05, Township 15S, Range 28W, Texarkana, Miller County, Arkansas, containing 2.12 acres more or less.

**REASON FOR REQUEST:** The applicant requests rezoning for the purpose of constructing 5 single family homes (MCDONALD HEIGHTS SUBDIVISION)

**EXISTING LAND USES:** Site: Vacant  
North: Residential  
East: Residential and commercial  
South: Vacant  
West: Vacant

**EXISTING ZONING:** Site: C-4 Crossroads Business Park  
North: C-4 Crossroads Business Park  
East: C-1 General Commercial and R-1 Rural Residential  
South: C-4 Crossroads Business Park  
West: C-4 Crossroads Business Park

**COMPATIBILITY WITH EXISTING ZONING:**

The property located at 6103 Mt. Olive Drive is designated as Business Park in the 2040 Comprehensive Plan. “*Business Park (BPK)*” is defined as “*Primarily commercial and office with potential for some multifamily uses. Non-residential uses vary and are located along connecting corridors with connectivity between neighborhoods.*” The previous owner was the VFW who had a structure on the property till 2009. Structure was removed and property has been vacant since that time. Request to rezone for the purpose of building 12 townhomes was denied in May 2024 by the Board of Directors after being unanimously approved by the Planning Commission in a roll call vote of 5-0 with 1 absent and 1 vacancy.

**UTILITIES & TRANSPORTATION NETWORK:**

**UTILITIES:** Water: 8” on west side of Mt. Olive  
Sewer: 8” on east side of Mt. Olive  
Fire Hydrant: North of the NE corner of the property approximately 119’ from property line

**TRANSPORTATION:** Local: Mt. Olive  
Minor Arterial: McDonald

**CONFORMANCE WITH APPLICABLE ORDINANCES AND/OR STATE STATUTES:**

The *Arkansas Code of 1987 Annotated (14-56-422B)* requires the following – “All plans, recommended ordinances, and regulations shall be adopted through the following procedure for adoption of plans and regulations:

- (1) (A) The Planning Commission shall hold a public hearing on the plans, ordinances, and regulations proposed under this subchapter.
- (B) Notice of public hearing shall be published in a newspaper of general circulation in the city, at least (1) time fifteen days prior to the hearing.
- (2) Following the public hearing, proposed plans may be adopted, and proposed ordinance and regulations may be recommended as presented, or in modified form, by a majority vote of the entire commission.
- (3) Following it adoption of plans and recommendation of ordinances and regulations, the commission shall certify

adopted plans of recommended ordinances of and regulations to the legislative body of the city for its adoption.

- (4) The legislative body of the city may return the plans and recommended ordinances and regulations to the commission for further study or rectification, or, by a majority vote of the entire membership, may, by ordinance or resolution, adopt the plans and recommended ordinances or regulations submitted by the commission. However, nothing in this subchapter shall be construed to limit the city board's authority to recall the ordinances and resolutions by a vote of a majority of the council.
- (5) Following adoption by the legislative body, the adopted plans, ordinances, and regulations shall be filed in the office of the City Clerk. The City Clerk shall file, with the county recorder of the counties in which territorial jurisdiction is being exercised such plans, ordinances, and regulations as pertain to the territory beyond the corporate limits.

The required notice was published in the Sunday, June 16, 2024 edition of the Texarkana Gazette. The City notified sixteen (16) property owners by regular postal mail within three hundred feet (300') as required by the Texarkana Arkansas Code of Ordinances.

**OPPOSITION:** None

**PLANNING COMMISSION CERTIFICATION:**

The Planning Commission met on July 9, 2024, and certified recommendation to rezone the property described previously in this document under "Legal Description". A motion was made by Commissioner Anderson Neal seconded by Commissioner Anita Pickett. Motion passed with a roll call vote of 6-0, with one vacancy.

Anderson Neal	Yes
Anita Pickett	Yes
Chris Owens	Yes
Jason Dupree	Yes
Randall Hickerson	Yes
Boots Thomas, Chairperson	Yes

**BOARD ACTION  
REQUESTED:**

The City Board is requested to approve the rezoning request described previously in this document.

The *Arkansas Code of 1987 Annotated* requires every ordinance to be read three times before adoption. These three readings may all occur at the same meeting or at the second and third subsequent meetings after the first reading of the ordinance.



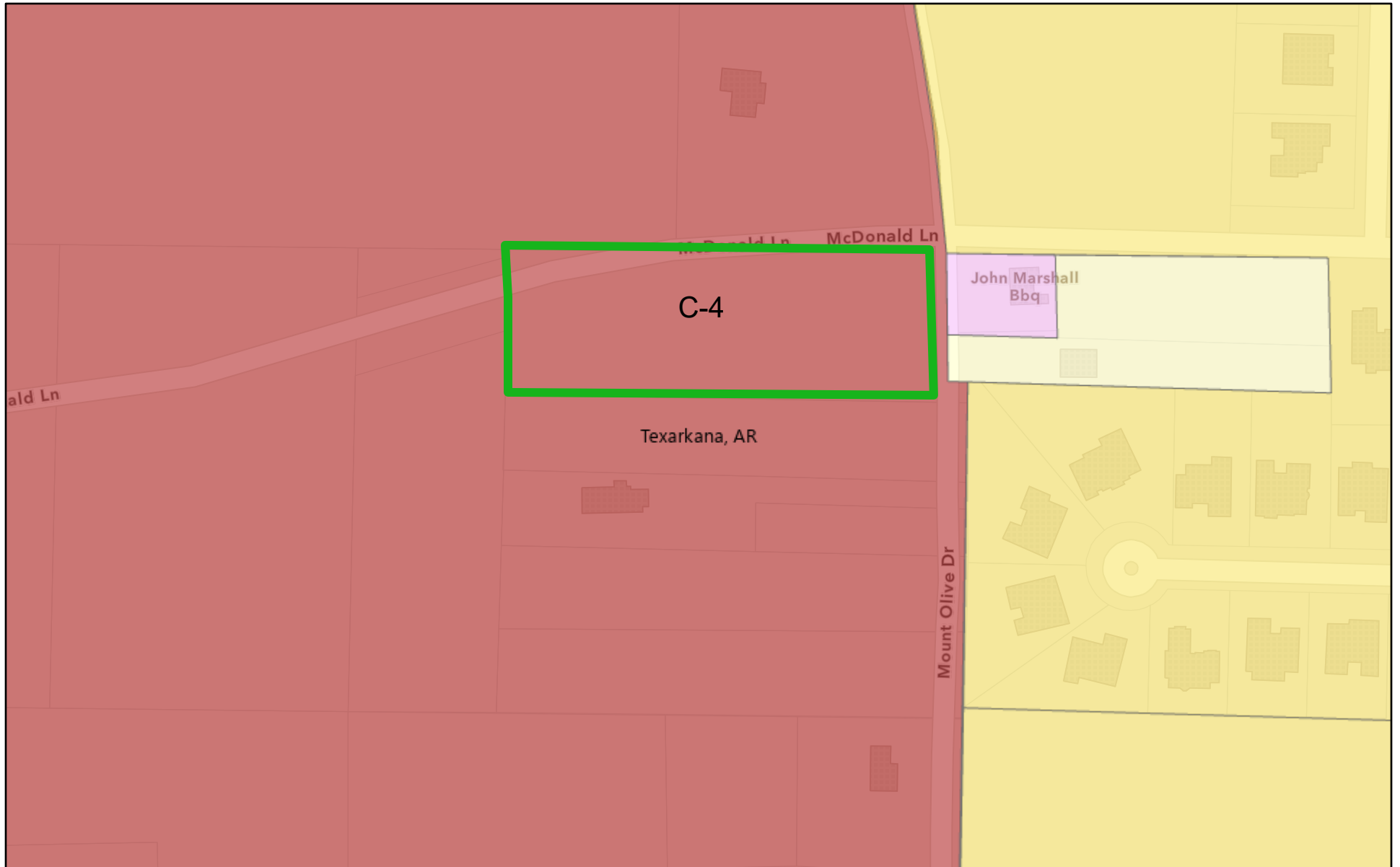
Date Created: 3/12/2024  
Created By: actDataScout

6103 Mt Olive







1 inch = 207 feet

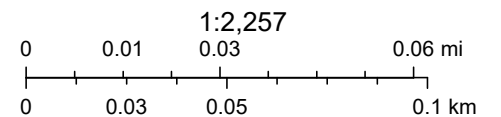
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# 6103 Mt. Olive Drive Zoning



3/12/2024, 2:18:19 PM

 Override 1	Texarkana AR Zoning	 R-1
City Limits Outlined	 C-1	 R-2
 Texarkana, AR	 C-4	



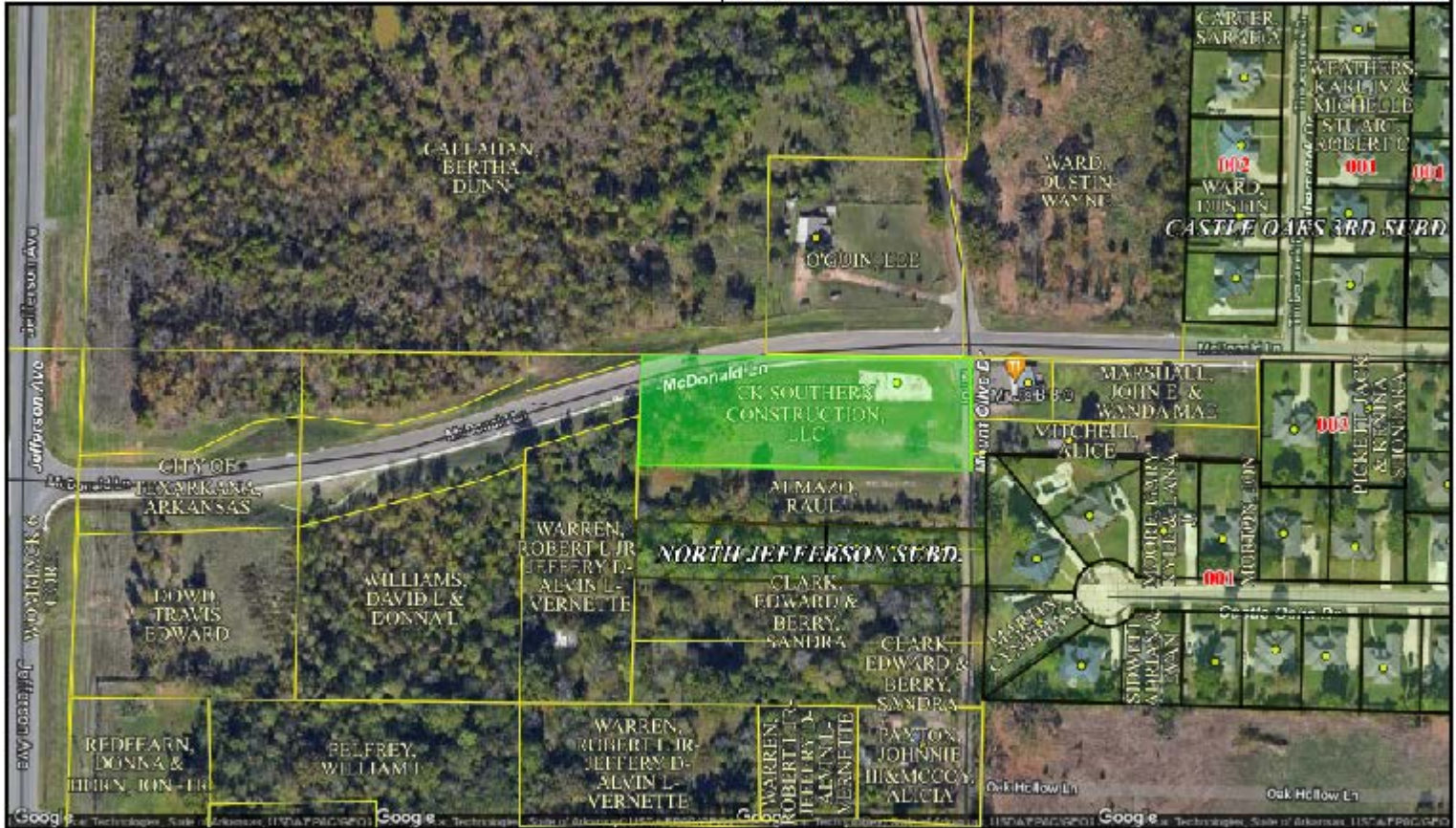
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ArcGIS Web AppBuilder



Miller County  
 Assessor's Office  
 Joyce Dennington, Assessor

**CK SOUTHERN CONSTRUCTION, LLC**  
 Address: 6103 MOUNT OLIVE DR  
 Legal: PT NE NW SW  
 Parcel: 00193400 RPID: 3067 Acres: 2.12



Date Created: 3/12/2024  
 Created By: actDataScout

6103 Mt Olive

1 inch = 207 feet

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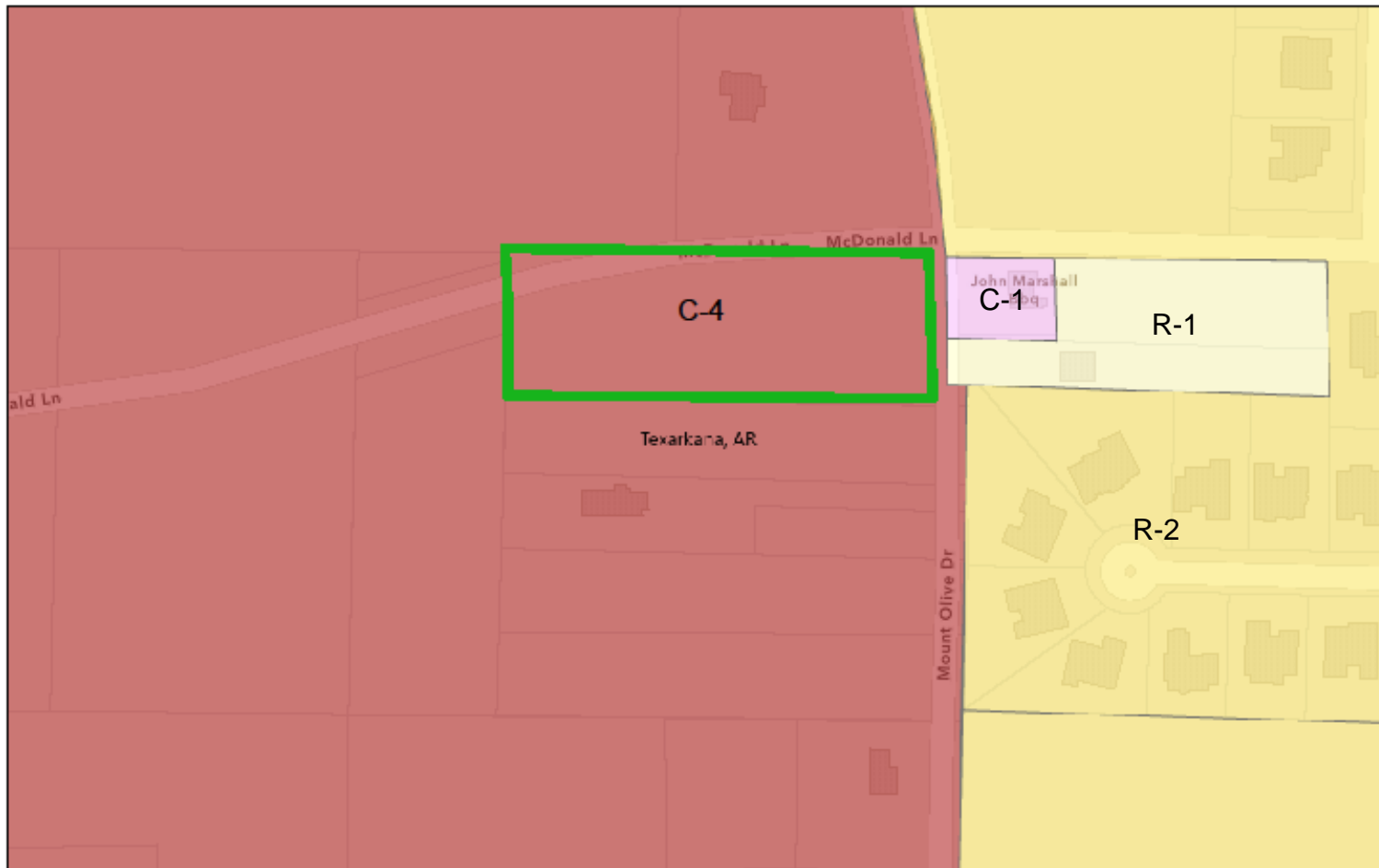
www.actDataScout.com





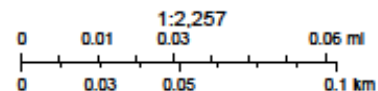


# 6103 Mt. Olive Drive Zoning



3/12/2024, 2:18:19 PM

- Override 1
- City Limits Outlined
- Texarkana, AR
- Texarkana AR Zoning
- C-4
- R-1
- R-2



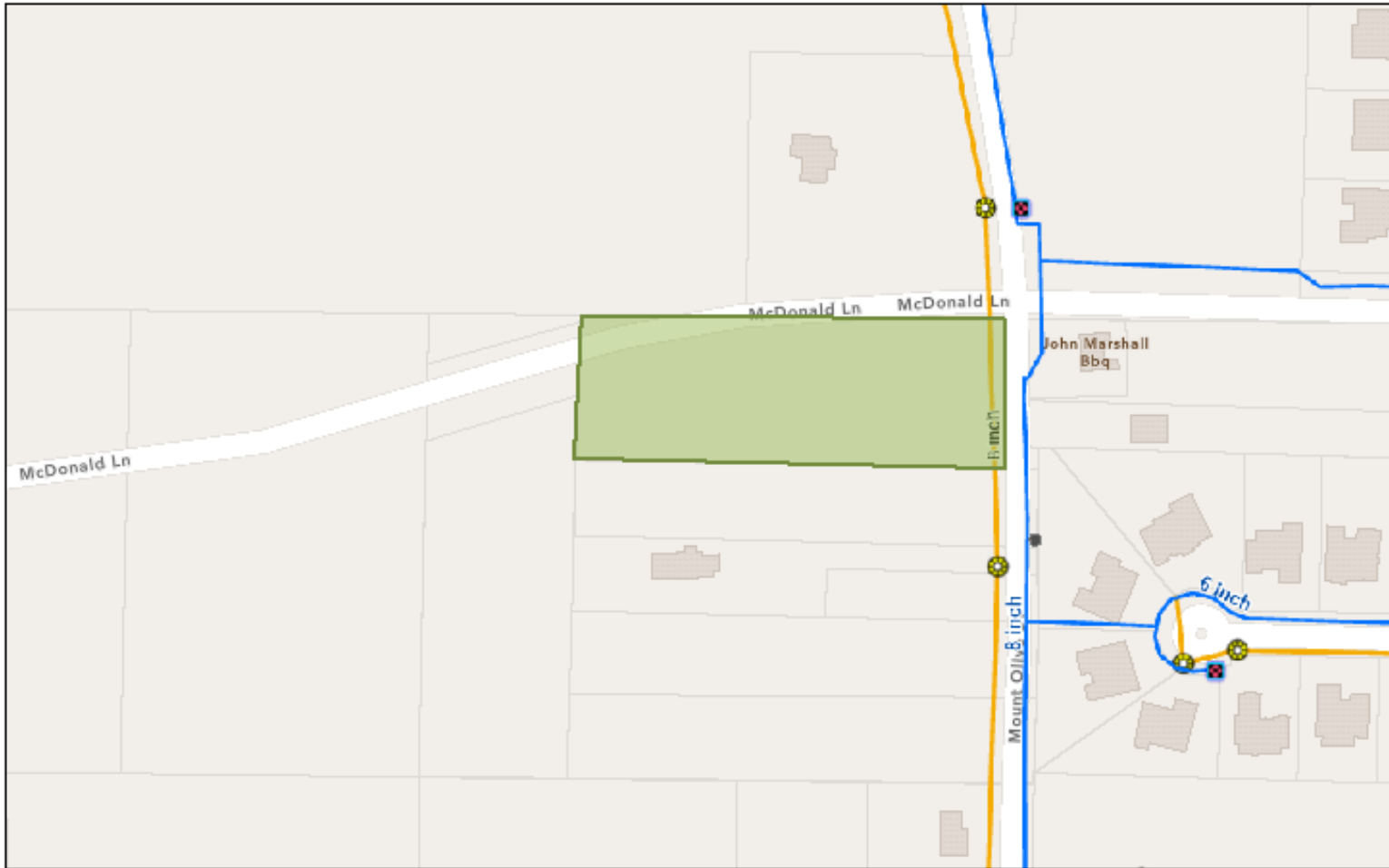
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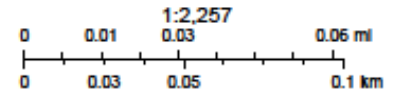


# 6108 Mt. Olive Utilities



3/27/2024, 10:20:29 AM

- Override 1
- Sewer Gravity Mains
- Water Mains
- City Limits Outline
- Sewer Manhole
- Fire Hydrants
- Texarkana, AR



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# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

---

**AGENDA TITLE:** Adopt an Ordinance to amend Ordinance No. L-61, to strike the last sentence under the definition of “Mobile home park”. (PWD-Planning)  
City Planner Jamie Finley

**AGENDA DATE:** August 5, 2024

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Public Works/Planning

**PREPARED BY:** Jamie Finley

---

**REQUEST:** Amend Ordinance No. L-61, to strike the last sentence under the definition of “Mobile home park” which reads “Mobile home parks may include travel trailer accommodations provided that no more than twenty-five (25) per cent of the mobile home park is used for this purpose.” This statement is contradictory to other portions of the *City of Texarkana, Arkansas, Code of Ordinances*, which prohibits living in a travel trailer permanently or temporarily inside the city limits except as a temporary secondary dwelling in the R-1 Rural Residential zone or in an RV park.

**EMERGENCY CLAUSE:** N/A

---

**SUMMARY:** The Planning Commission recommendation is approval of this request.

---

**EXPENSE REQUIRED:** 0

---

**AMOUNT BUDGETED:** 0

---

**APPROPRIATION  
REQUIRED:** 0

---

**RECOMMENDED  
ACTION:**

---

**EXHIBITS:** Ordinance, Memo to City Manager, recommended revision

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO. L-61; AND FOR OTHER PURPOSES**

**WHEREAS**, the definition of “Mobile Home Parks” contained in Ordinance No. L-61 is in conflict with portions of the *City of Texarkana, Arkansas, Code of Ordinances*; and

**WHEREAS**, to avoid confusion, the City Planner has requested that Ordinance No. L-61 be amended to remove the contradictory language;

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

**Section 1:** The following definition in Ordinance No. L-61 shall be amended as follows:

*Mobile Home Park.* A unified development of two (2) or more mobile home sites, plots, or stands arranged on a large tract usually under single ownership, meeting the area and yard requirements of the zoning ordinance, and designed to accommodate preregulation mobile homes (constructed prior to June 15, 1976) for more or less permanent duration.

**Section 2.** Except as specifically amended herein, the Ordinance remains in full force and effect.

**PASSED AND APPROVED** this 5<sup>th</sup> day of August 2024.

\_\_\_\_\_  
Allen L. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
Joshua L. Potter, City Attorney



CITY OF TEXARKANA, ARKANSAS  
DEPARTMENT OF PUBLIC WORKS  
216 WALNUT STREET 71854-6024  
PO BOX 2711 – TEXARKANA, ARKANSAS 75504-2711  
PHONE (870) 779-4971 – FAX (870) 773-2395

## MEMORANDUM

**TO:** Tyler Richards, Acting City Manager

**FROM:** Jamie Finley, City Planner

**DATE:** July 16, 2024

**SUBJECT:** Adopt an ordinance to amend Ordinance No. L-61 to strike the last sentence under the definition of “Mobile home park”.

### REASON FOR REQUEST:

Section 14-1 Definitions of the *City of Texarkana, Arkansas, Code of Ordinances*, includes the definition of mobile home parks which reads in part, “Mobile home parks may include travel trailer accommodations provided that no more than twenty-five (25) per cent of the mobile home park is used for this purpose.” This statement is contradictory to other portions of the *City of Texarkana, Arkansas, Code of Ordinances*, which prohibits living in a travel trailer permanently or temporarily inside the city limits except as a temporary secondary dwelling in the R-1 Rural Residential zone or in an RV park. Code Enforcement has requested this statement be removed from the definition.

### CONFORMANCE WITH APPLICABLE ORDINANCES AND/OR STATE STATUTES:

The required notice was published in the Sunday, June 16, 2024 edition of the Texarkana Gazette.

**OPPOSITION:** None

### PLANNING COMMISSION CERTIFICATION:

The Planning Commission met on July 9, 2024, to review this request. On a motion by Commissioner Randall Hickerson, seconded by Commissioner Anderson Neal, a roll call vote to support a recommendation passed 6-0 with one vacancy.

Anderson Neal	Yes
Chris Owens	Yes
Boots Thomas	Yes
Anita Pickett	Yes
Jason Dupree	Yes
Randall Hickerson	Yes

**BOARD OF DIRECTORS ACTION REQUESTED:**

Adopt an ordinance to amend Ordinance L-61 to strike the last sentence under the definition of "Mobile home park". *The Arkansas Code of 1987 Annotated* requires every ordinance to be read three times before adoption. These three readings may all occur at the same meeting or at the second and third subsequent meetings after the first reading of the ordinance.



*Mobile home lot* means a parcel of land for the placement of a single mobile home and the exclusive use of its occupants.

*Mobile home park.* A unified development of two (2) or more mobile home sites, plots, or stands arranged on a large tract usually under single ownership, meeting the area and yard requirements of the zoning ordinance, and designed to accommodate preregulation mobile homes (constructed prior to June 15, 1976) for more or less permanent duration. ~~Mobile home parks may include travel trailer accommodations provided that no more than twenty-five (25) per cent of the mobile home park is used for this purpose.~~

*Mobile home (preregulation, June 15, 1976).* A dwelling unit constructed in a factory before the enactment of the federal standards. This unit type is also recognized as having been constructed prior to the adoption of the





# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt an Ordinance to add Limited Mixed Use Rural Zone to the *City of Texarkana, Arkansas, Code of Ordinances, Section 28-11* Zoning districts established. (PWD-Planning) City Planner Jamie Finley

**AGENDA DATE:** August 5, 2024

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Public Works/Planning

**PREPARED BY:** Jamie Finley

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**REQUEST:** Add Limited Mixed Use Rural Zone to the *City of Texarkana, Arkansas, Code of Ordinances, Section 28-11* Zoning districts established.

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** The Planning Commission recommendation is approval of this request.

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**EXPENSE REQUIRED:** 0

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**AMOUNT BUDGETED:** 0

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**APPROPRIATION  
REQUIRED:** 0

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**RECOMMENDED  
ACTION:**

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**EXHIBITS:** Ordinance, Revised sections, and Memo to City Manager

# ORDINANCE NO. \_\_\_\_\_

## AN ORDINANCE AMENDING SECTION 28-11 OF THE *CITY OF TEXARKANA, ARKANSAS, CODE OF ORDINANCES*, TO ADD A-1 LIMITED MIXED USE RURAL ZONING DISTRICT; AND FOR OTHER PURPOSES

WHEREAS, the City Planner requests the approval of the City of Texarkana, Arkansas, Board of Directors, to amend Section 28-11 of the *City of Texarkana, Arkansas, Code of Ordinances*, to add A-1 Limited Mixed Use Rural zoning district;

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the City of Texarkana, Arkansas, that the following amendments to Section 28-11 of the *City of Texarkana, Arkansas, Code of Ordinances*, be adopted:

**Section 1:** The following Section of the Code is amended as stated:

### **Section 28-11 Zoning districts established.**

For the purpose of this zoning chapter, the city is hereby divided into land use zoning districts, as follows:

R-1	Rural residential district
R-1 Overlay	Rural residential overlay district (with multi-section manufactured housing)
R-2	Single-family residential district
R-3	Low density residential district
RM	Manufactured housing district
R-4	Medium density residential district
O-1	Office and quiet business district
C-1	General commercial district

C-2	Central business district
C-3	Open display commercial district
C-4	Crossroads Business Park district
C-4 Overlay	Crossroads Business Park Overlay (with limited residential land uses)
W-1	Warehousing and wholesaling district
M-1	Limited manufacturing district
M-2	General manufacturing district
PUD	Planned unit development district
A-1	Limited Mixed Use Rural

**Section 2.** Except as specifically amended herein, the Code remains in full force and effect.

**PASSED AND APPROVED** this 5<sup>th</sup> day of August 2024.

\_\_\_\_\_  
Allen L. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
Joshua L. Potter, City Attorney



CITY OF TEXARKANA, ARKANSAS  
DEPARTMENT OF PUBLIC WORKS  
216 WALNUT STREET 71854-6024  
PO BOX 2711 – TEXARKANA, ARKANSAS 75504-2711  
PHONE (870) 779-4971 – FAX (870) 773-2395

## MEMORANDUM

**TO:** Tyler Richards, Acting City Manager

**FROM:** Jamie Finley, City Planner

**DATE:** July 15, 2024

**SUBJECT:** Board of Directors Agenda item for August 5, 2024 – Request by Public Works/Planning to adopt and ordinance to add A-1 Limited Mixed Use Rural to the *City of Texarkana, Arkansas, Code of Ordinances, Section 28-11 Zoning districts established* and to add rezoning fee for A-1 Limited Mixed Use Rural of \$100 to *Texarkana Arkansas Code of Ordinances Section 28-129 Fees*.

### REASON FOR REQUEST:

A-1 Mixed Use Rural was added as a zoning district in 2021. At the time, *Texarkana Arkansas Code of Ordinances Section 28-11 Zoning districts established*, and *Section 28-129 Fees* was not updated to reflect this new zoning designation and it's respective fee.

### CONFORMANCE WITH APPLICABLE ORDINANCES AND/OR STATE STATUTES:

The required notice was published in the Sunday, June 16, 2024, edition of the *Texarkana Gazette*.

**OPPOSITION:** None

### PLANNING COMMISSION CERTIFICATION:

The Planning Commission met on July 9, 2024, to review this request. On a motion by Commissioner Randall Hickerson, seconded by Commissioner Anderson Neal a roll call vote to support a recommendation passed 6-0, 1 with one vacancy.

Anderson Neal	Yes
Boots Thomas	Yes
Chris Owens	Yes
Jason Dupree	Yes
Randall Hickerson	Yes
Anita Pickett	Yes

**BOARD OF DIRECTORS ACTION REQUESTED:**

Request to adopt an ordinance to add A-1 Limited Mixed Use Rural to *Texarkana Arkansas Code of Ordinances Section 28-11 Zoning districts established* and to add rezoning fee for A-1 Limited Mixed Use Rural of \$100 to *Texarkana Arkansas Code of Ordinances Section 28-129 Fees*.



- **ARTICLE II. - ESTABLISHMENT OF ZONING DISTRICTS AND BOUNDARIES**

- **Sec. 28-11. - Zoning districts established.**

For the purpose of this zoning chapter, the city is hereby divided into land use zoning districts, as follows:

R-1	Rural residential district
R-1 Overlay	Rural residential overlay district (with multi-section manufactured housing)
R-2	Single-family residential district
R-3	Low density residential district
RM	Manufactured housing district
R-4	Medium density residential district
O-1	Office and quiet business district
C-1	General commercial district
C-2	Central business district
C-3	Open display commercial district
C-4	Crossroads Business Park district
C-4 Overlay	Crossroads Business Park Overlay (with limited residential land uses)
W-1	Warehousing and wholesaling district
M-1	Limited manufacturing district
M-2	General manufacturing district
PUD	Planned unit development district
<b>A-1</b>	<b>Limited Mixed Use Rural</b>



- **Sec. 28-129. Fees.**

- Before any action shall be taken as provided in this section, the applicant shall submit a fee with the application in accordance with the schedule below. Under no condition shall said sum or any part thereof be refunded for failure of said action to be approved by the city:

- Rezoning application fee:

- Single-family residential \$100.00

- Multi-family residential \$200.00

- Nonresidential (industrial and commercial) \$200.00

- Planned unit development (PUD) \$300.00

- **Limited Mixed Use Rural \$100**

- **ARTICLE II. - ESTABLISHMENT OF ZONING DISTRICTS AND BOUNDARIES**

- **Sec. 28-11. - Zoning districts established.**

For the purpose of this zoning chapter, the city is hereby divided into land use zoning districts, as follows:

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M-1	Limited manufacturing district
M-2	General manufacturing district
PUD	Planned unit development district
<b>A-1</b>	<b>Limited Mixed Use Rural</b>





# CITY OF TEXARKANA, AR

## BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt an Ordinance to add rezoning fee for Limited Mixed Use Rural Zone of \$100 to the *City of Texarkana, Arkansas, Code of Ordinances Section 28-129 Fees.* (PWD-Planning) City Planner Jamie Finley

**AGENDA DATE:** August 5, 2024

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Public Works/Planning

**PREPARED BY:** Jamie Finley

---

**REQUEST:** Add rezoning fee for Limited Mixed Use Rural Zone of \$100 to the City of *Texarkana, Arkansas, Code of Ordinances, Section 28-129 Fees.*

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** The Planning Commission recommendation is approval of this request.

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**EXPENSE REQUIRED:** 0

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**AMOUNT BUDGETED:** 0

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**APPROPRIATION  
REQUIRED:** 0

---

**RECOMMENDED  
ACTION:**

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**EXHIBITS:** Ordinance, Revised sections, and Memo to City Manager

# ORDINANCE NO. \_\_\_\_\_

## AN ORDINANCE AMENDING SECTION 28-129 OF THE *CITY OF TEXARKANA, ARKANSAS, CODE OF ORDINANCES*, TO ADD A \$100 REZONING FEE FOR THE A-1 LIMITED MIXED USE RURAL ZONING DISTRICT; AND FOR OTHER PURPOSES

WHEREAS, the City Planner requests the approval of the City of Texarkana, Arkansas, Board of Directors, to amend Section 28-129 of the *City of Texarkana, Arkansas, Code of Ordinances*, to add a \$100 rezoning fee for the A-1 Limited Mixed Use Rural zoning district;

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the City of Texarkana, Arkansas, that the following amendments to Section 28-129 of the *City of Texarkana, Arkansas, Code of Ordinances*, be adopted:

**Section 1:** The following Section of the Code is amended as stated:

### **Sec. 28-129. Fees.**

Before any action shall be taken as provided in this section, the applicant shall submit a fee with the application in accordance with the schedule below. Under no condition shall said sum or any part thereof be refunded for failure of said action to be approved by the City:

#### **Rezoning application fee:**

Single-family residential \$100.00

Multi-family residential \$200.00

Nonresidential (industrial and commercial) \$200.00

Planned unit development (PUD) \$300.00

Limited Mixed Use Rural \$100

**Conditional use permit application fee:**

Residential \$100.00

Commercial \$200.00

Industrial \$250.00

Board of Adjustment (including any application to the Board of Adjustment for a variance, purposes of an appeal permitted under this chapter or for interpretation of zoning district boundaries under section 28-13(f)) \$200.00

**Certificate of occupancy:**

Residential \$25.00

Non-residential \$30.00

Temporary power \$35.00

Condemned or tagged structures \$30.00

Temporary trailer for office at construction or work site (per trailer) \$250.00

**Section 2.** Except as specifically amended herein, the Code remains in full force and effect.

**PASSED AND APPROVED** this 5<sup>th</sup> day of August 2024.

---

Allen L. Brown, Mayor

**ATTEST:**

---

Heather Soyars, City Clerk

**APPROVED:**

---

Joshua L. Potter, City Attorney



CITY OF TEXARKANA, ARKANSAS  
DEPARTMENT OF PUBLIC WORKS  
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## MEMORANDUM

**TO:** Tyler Richards, Acting City Manager

**FROM:** Jamie Finley, City Planner

**DATE:** July 15, 2024

**SUBJECT:** Board of Directors Agenda item for August 5, 2024 – Request by Public Works/Planning to adopt and ordinance to add A-1 Limited Mixed Use Rural to the *City of Texarkana, Arkansas, Code of Ordinances, Section 28-11 Zoning districts established* and to add rezoning fee for A-1 Limited Mixed Use Rural of \$100 to *Texarkana Arkansas Code of Ordinances Section 28-129 Fees*.

### REASON FOR REQUEST:

A-1 Mixed Use Rural was added as a zoning district in 2021. At the time, *Texarkana Arkansas Code of Ordinances Section 28-11 Zoning districts established*, and *Section 28-129 Fees* was not updated to reflect this new zoning designation and it's respective fee.

### CONFORMANCE WITH APPLICABLE ORDINANCES AND/OR STATE STATUTES:

The required notice was published in the Sunday, June 16, 2024, edition of the *Texarkana Gazette*.

**OPPOSITION:** None

### PLANNING COMMISSION CERTIFICATION:

The Planning Commission met on July 9, 2024, to review this request. On a motion by Commissioner Randall Hickerson, seconded by Commissioner Anderson Neal a roll call vote to support a recommendation passed 6-0, 1 with one vacancy.

Anderson Neal	Yes
Boots Thomas	Yes
Chris Owens	Yes
Jason Dupree	Yes
Randall Hickerson	Yes
Anita Pickett	Yes

**BOARD OF DIRECTORS ACTION REQUESTED:**

Request to adopt an ordinance to add A-1 Limited Mixed Use Rural to *Texarkana Arkansas Code of Ordinances Section 28-11 Zoning districts established* and to add rezoning fee for A-1 Limited Mixed Use Rural of \$100 to *Texarkana Arkansas Code of Ordinances Section 28-129 Fees*.

---

## Sec. 28-129. Fees.

Before any action shall be taken as provided in this section, the applicant shall submit a fee with the application in accordance with the schedule below. Under no condition shall said sum or any part thereof be refunded for failure of said action to be approved by the city:

Rezoning application fee:

Single-family residential\$100.00

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Nonresidential (industrial and commercial)\$200.00

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Limited Mixed Use Rural \$100

Conditional use permit application fee:

Residential\$100.00

Commercial\$200.00

Industrial\$250.00

Board of adjustment (including any application to the board of adjustment for a variance, purposes of an appeal permitted under this chapter or for interpretation of zoning district boundaries under section 28-13(f))\$200.00

Certificate of occupancy:

Residential\$25.00

Non-residential\$30.00

Temporary power\$35.00

Condemned or tagged structures\$30.00

Temporary trailer for office at construction or work site (per trailer)\$250.00

(Ord. No. K-286, § 1(Art. X, § 9), 11-21-88; Res. No. 5918, 8-6-12; Ord. No. 16-2017, § 5, 7-5-17; Ord. No. 16-2017, § 5, 7-5-17)