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ADDITION

The *Texas Register* is required by statute to publish certain documents, including applications to purchase control of state banks, notices of rate ceilings issued by the Office of Consumer Credit Commissioner, and consultant proposal requests and awards. State agencies also may publish other notices of general interest as space permits.

Texas State Affordable Housing Corporation

Notice of the Implementation of a Qualified Mortgage Credit Certificate Program

The Texas State Affordable Housing Corporation (the "Corporation"), a nonprofit corporation organized under the laws of the State of Texas, is implementing a qualified mortgage credit certificate program (the "Program") within the State of Texas (the "Program Area") to assist eligible purchasers. A Mortgage Credit Certificate ("MCC") is an instrument designed to assist persons better afford home ownership. The MCC Program allows first-time homebuyers an annual federal income tax credit equal to the credit rate for the MCC multiplied by the amount of interest paid by the holder on a home mortgage loan during each year that they occupy the home as their principal residence.

An eligible purchaser of a residence located within the Program Area may apply to the Corporation for an MCC through a participating lender of his or her choice at the time of purchasing a principal residence and obtaining a mortgage loan from a participating lender.

To be an eligible purchaser to receive an MCC, a purchaser must meet the following criteria:

(1) Be one of the following:

(a) A person living in Texas whose annual household income does not exceed 100% of area median family income ("AMFI") (for families of two persons or less) or 115% of AMFI (for families of three or more persons); or

(b) A full-time Texas classroom teacher, teacher's aide, school librarian, school nurse, school counselor, or an allied health or nursing faculty member whose annual family income does not exceed 100% of AMFI (for families of two persons or less) or 115% of AMFI (for families of three or more persons); or

(c) A full-time paid fire fighter, peace officer, corrections officer, juvenile corrections officer, county jailer, EMS personnel, veteran, or public security officer, working in the State of Texas whose annual family income does not exceed 100% of AMFI (for families of two persons or less) or 115% of AMFI (for families of three or more persons).

Visit www.tsahc.org for a more complete description of the maximum income limits.

(2) The applicant for the MCC cannot have had an ownership interest in his or her principal residence during the three-year period ending on the date the mortgage loan is obtained.

(3) The applicant must intend to occupy the residence with respect to which the MCC is obtained as his or her principal residence within 60 days after the MCC is issued. The MCC issued to an applicant will be revoked if the residence to which the MCC relates ceases to be occupied by the applicant as his or her principal residence.

(4) The MCC cannot be issued to an applicant in conjunction with the replacement or refinancing of an existing mortgage loan. The MCC can, however, be obtained in conjunction with the replacement of a construction period or bridge loan having a term of less than 24 months.

(5) Federal law imposes limitations on the purchase price of homes financed under the program. These limitations are periodically adjusted. Visit www.tsahc.org to view the current maximum purchase prices allowed. Two-family, three-family and four-family residences are also eligible, provided that one of the units will be occupied by the mortgagor as his or her principal residence and that the residence was first occupied for residential purposes at least five years prior to the closing of the mortgage.

Anyone receiving an MCC and selling his or her residence within nine years of the issuance of the MCC may be required to return all or a portion of the tax credit received in connection therewith to the Internal Revenue Service.

To defray the costs of implementing the Program, the Corporation will charge applicants a compliance fee, plus an MCC issuance fee.

The Corporation strongly encourages anyone who believes that he or she qualifies for an MCC to apply at the offices of a participating lender. For more information regarding the Program and its restrictions, including a list of current participating lenders, please contact Joniel LeVecque, Senior Director of Single Family Programs, at (512) 477-3561 or by email at jlevecque@tsahc.org.

TRD-202603946

David Long

President

Texas State Affordable Housing Corporation

Filed: September 9, 2026

Texas Alcoholic Beverage Commission

DRAFT Marketing Practices Advisory - MPA027, Refunds, Credits, or Exchanges

Join TABC staff on October 8, 2026, at 10:00 a.m. by videoconference to discuss this amended advisory. The advisory has been amended to incorporate the brewer's self-distribution license and to update the allowable timeline for effectuating retailer refunds, credits, and exchanges. The advisory has also been reworded for clarity and includes updated statutory citations. For more details on the stakeholder meeting, please visit TABC's webpage at <https://www.tabc.texas.gov/about-us/agency-meetings/>. It is TABC's intent to receive comments for up to 30 days following the stakeholder meeting. Comments should be emailed to advisories@tabc.texas.gov.

DRAFT MARKETING PRACTICES ADVISORY - MPA027

Refunds, Credits, or Exchanges

To: Members of the Alcoholic Beverage Industry

This advisory intends to clarify the statutory provisions, exceptions, and agency authorized practices related to the legitimate business justifications for distributors, wholesalers, self-distribution brewers, and wineries issuing product refunds, credits, and exchanges to retailers.

Product Refunds and Exchanges

The Alcoholic Beverage Code ("Code") generally treats alcoholic beverages sold to retailers as a final sale-title to the product transfers to the retailer upon delivery without an opportunity for product exchanges or returns for a refund. In fact, providing a retailer with the right to return alcoholic beverages may constitute an illegal consignment sale. Except in the limited circumstances outlined in this advisory, wineries, brewers with a self-distribution license, distributors, and wholesalers may not provide a refund for or an exchange of alcoholic beverages sold to a retailer. Retailers may however make claims to replace product delivered in a damaged condition. In these instances, replaced product should be the same or similar in nature to the damaged product. TABC has historically viewed this authorization to include refunds for the damaged product in lieu of a replacement and allowed the refunds to be issued through a credit placed on the retailers account. **Claims to refund or replace product delivered in a damaged condition should be completed within the below stated time period for inaccurate orders.**

In light of the agency's duty to protect the public's health and safety, TABC has routinely used its enforcement discretion to extend the refund/replacement authorization to products deemed to pose a consumer safety issue caused during the manufacturing process. To effectuate an exchange due to consumer safety concerns, upper-tier members must immediately notify TABC of the issue and seek exchange approval. Nonetheless, refunds and product replacements may not be provided for alcoholic beverages that are damaged while in a retailer's possession.

With the stated intent of protecting malt beverage "product quality," the Code also authorizes distributors and brewers with a self-distribution license to, during a regular delivery and with the retailer's permission, withdraw and replace malt beverages possessed by a retailer in their undamaged original packaging. The distributor must replace the withdrawn product with identical malt beverages (i.e. the same brand, quantity, and packages). The withdrawal must occur before the date the product's brewer considers the malt beverages to be inappropriate for sale to consumers (i.e. the product's expiration date), and may not exceed an amount equivalent to 25 cases of 24 12-ounce containers. This statutory allowance is specific to malt beverages and does not extend to wine or distilled spirits.

Inaccurate Orders

TABC recognizes that the statutory authorizations discussed above do not account for product that was delivered in error and that in many circumstances, especially for high volume orders, retailers are unable to immediately account for unordered products and refuse a delivery. In accordance with TABC's duty to ensure fair competition, the agency will not consider the following to be a violation of the Code:

Prior to the next scheduled delivery, but not more than 15 days after the date of delivery, a refund or credit may be provided by a distributor, wholesaler, brewer with a self-distribution license, or winery for a delivery that is inconsistent with the order placed by the retailer.

Distributors, wholesalers, applicable brewers, and wineries should provide retailers with a credit memo or exchange receipt stating the reason for and date of the credit or exchange. A copy of these records must be retained by each party along with its regular business records.

Although TABC will not consider the above actions as a violation, industry members should be cognizant of the prohibitions against consignment sales. A practice or pattern of frequent or repeated exchanges claiming to be necessary because of inconsistent deliveries may indicate, and may be used as evidence of, the occurrence of illegal consignment sales. Similarly, industry members should be mindful that credits provided to retailers may be viewed and prosecuted as unlawful inducements or prohibited trade practices, especially if adequate

records supporting the basis for the credit are not maintained. TABC will take regulatory action against all involved parties in cases where a distributor's, wholesaler's, or winery's actions allow a retailer to exchange product or obtain a refund or credit for reasons other than those stated in this advisory.

Statement from TABC

This advisory is issued pursuant to §5.57 of the Alcoholic Beverage Code. It has been approved by Andrea Maceyra, Chief of Regulatory Affairs, and represents the opinion of the staff of the Commission. We hope this opinion will assist you in your endeavors. If you would like additional information or have questions regarding this advisory, you may contact TABC in writing at P.O. Box 13127, Austin, Texas 78711; by email at advisories@tabc.texas.gov; or by phone at (512) 206-3411.

TRD-202604002

Matthew Cherry

Senior Counsel - Office of General Counsel

Texas Alcoholic Beverage Commission

Filed: September 16, 2026

Office of the Attorney General

Texas Water Code and Texas Health and Safety Code Settlement Notice

Notice is hereby given by the State of Texas of the following proposed resolution of an environmental enforcement action under the Texas Water Code and the Texas Health and Safety Code. Before the State may enter into a voluntary settlement agreement, pursuant to section 7.110 of the Texas Water Code, the State shall permit the public to comment in writing on the proposed judgment. The Attorney General will consider any written comments and may withdraw or withhold consent to the proposed agreed judgment if the comments disclose facts or considerations that indicate that the consent is inappropriate, improper, inadequate, or inconsistent with the requirements of the Texas Water Code.

Case Title and Court: *Harris County, Texas, and the State of Texas v. Ted Booher and Rapid Marine Fuels, LLC*; Cause No. 2021-56988, in the 281st Judicial District, Harris County, Texas.

Nature of the Suit: Defendant Rapid Marine Fuels, LLC (the "Defendant") operated a used oil recycling facility located in La Porte, Texas. Harris County, Texas filed an enforcement action against the Defendant for local code violations and violations of state environmental laws. The State of Texas, on behalf of the Texas Commission on Environmental Quality ("TCEQ"), joined the lawsuit as a necessary and indispensable party and filed its own separate enforcement claims against the Defendant for violations of the Texas Health and Safety Code, Texas Water Code, regulations issued thereunder, and a TCEQ administrative order.

Proposed Settlement: The proposed Agreed Final Judgment awards the State of Texas \$1,125,000 in civil penalties to settle the environmental enforcement claims, \$50,375 to settle the claim for unpaid administrative penalties, and \$100,000 in attorney's fees. The proposed Agreed Final Judgment additionally awards Harris County, Texas \$125,000 to settle its environmental enforcement claims, \$800,000 to settle its local code enforcement claims, and \$100,000 in attorney's fees. The parties agreed that the permanent injunction granted against Defendant in December 2024 continues to be in effect. This settlement does not resolve the State of Texas's claims against any other party in the lawsuit.

For a complete description of the proposed settlement, the complete proposed Agreed Final Judgment should be reviewed. Requests for copies of the judgment, and written comments on the proposed set-

tlement, should be directed to Roel Torres, Assistant Attorney General, Office of the Attorney General, P.O. Box 12548, MC 066, Austin, Texas 78711-2548, phone (512) 463-2012, facsimile (512) 320-0911, or email: Roel.Torres@oag.texas.gov. Written comments must be received within 30 days of publication of this notice to be considered.

TRD-202604010
Justin Gordon
General Counsel
Office of the Attorney General
Filed: September 16, 2026

Comptroller of Public Accounts

Certification of the Average Closing Price of Gas and Oil - August 2026

The Comptroller of Public Accounts, administering agency for the collection of the Oil Production Tax, has determined, as required by Tax Code, §202.058, that the average taxable price of oil for reporting period August 2026 is \$53.55 per barrel for the three-month period beginning on May 1, 2026, and ending July 31, 2026. Therefore, pursuant to Tax Code, §202.058, oil produced during the month of August 2026, from a qualified low-producing oil lease, is not eligible for credit on the oil production tax imposed by Tax Code, Chapter 202.

The Comptroller of Public Accounts, administering agency for the collection of the Natural Gas Production Tax, has determined, as required by Tax Code, §201.059, that the average taxable price of gas for reporting period August 2026 is \$1.36 per mcf for the three-month period beginning on May 1, 2026, and ending July 31, 2026. Therefore, pursuant to Tax Code, §201.059, gas produced during the month of August 2026, from a qualified low-producing well, is eligible for a 100% credit on the natural gas production tax imposed by Tax Code, Chapter 201.

The Comptroller of Public Accounts, administering agency for the collection of the Franchise Tax, has determined, as required by Tax Code, §171.1011(s), that the average closing price of West Texas Intermediate crude oil for the month of August 2026 is \$82.45 per barrel. Therefore, pursuant to Tax Code, §171.1011(r), a taxable entity shall not exclude total revenue received from oil produced during the month of August 2026, from a qualified low-producing oil well.

The Comptroller of Public Accounts, administering agency for the collection of the Franchise Tax, has determined, as required by Tax Code, §171.1011(s), that the average closing price of gas for the month of August 2026 is \$2.78 per MMBtu. Therefore, pursuant to Tax Code, §171.1011(r), a taxable entity shall exclude total revenue received from gas produced during the month of August 2026, from a qualified low-producing gas well.

Inquiries should be submitted to Chris Blackwell, General Counsel and Associate Deputy Comptroller, P.O. Box 13528, Austin, Texas 78711-3528.

Issued in Austin, Texas, on September 16, 2026.

TRD-202604008
Chris Blackwell
General Counsel and Associate Deputy Comptroller
Comptroller of Public Accounts
Filed: September 16, 2026

Office of Consumer Credit Commissioner

Notice of Rate Ceilings

The Consumer Credit Commissioner of Texas has ascertained the following rate ceilings by use of the formulas and methods described in §303.003, §303.009, and §304.003 Texas Finance Code.

The weekly ceiling as prescribed by §303.003 and §303.009 for the period of 09/21/26 - 09/27/26 is 18.00% for consumer¹ credit.

The weekly ceiling as prescribed by §303.003 and §303.009 for the period of 09/21/26 - 09/27/26 is 18.00% for commercial² credit.

The postjudgment interest rate as prescribed by §304.003 for the period of 10/01/26 - 10/31/26 is 6.75%.

¹ Credit for personal, family, or household use.

² Credit for business, commercial, investment, or other similar purpose.

TRD-202604004
Leslie Pettijohn
Commissioner
Office of Consumer Credit Commissioner
Filed: September 16, 2026

Credit Union Department

Application to Expand Field of Membership (September)

Notice is given that the following application has been filed with the Credit Union Department (Department) and is under consideration.

An application was received from Tarrant County's Credit Union, Fort Worth, Texas, to expand its field of membership. The proposal would permit members of the Cornerstone Credit Union Foundation in Texas to be eligible for membership of the credit union.

Comments or a request for a meeting by any interested party relating to an application must be submitted in writing within 30 days of the date of this publication. Credit unions that wish to comment on any application must also complete a Notice of Protest form. The form may be obtained by contacting the Department at (512) 837-9236 or downloading the form at <http://www.cud.texas.gov/page/bylaw-charter-applications>. Any written comments must provide all the information that the interested party wishes the Department to consider in evaluating the application. All information received will be weighed during consideration of the merits of an application. Comments or a request for a meeting should be addressed to the Credit Union Department, 914 East Anderson Lane, Austin, Texas 78752-1699.

TRD-202604003
Robert W. Etheridge
Commissioner
Credit Union Department
Filed: September 16, 2026

Texas Commission on Environmental Quality

Agreed Orders

The Texas Commission on Environmental Quality (TCEQ, agency, or commission) staff is providing an opportunity for written public comment on the listed Agreed Orders (AOs) in accordance with Texas Water Code (TWC), §7.075. TWC, §7.075 requires that before the commission may approve the AOs, the commission shall allow the public an opportunity to submit written comments on the proposed AOs. TWC, §7.075 requires that notice of the proposed orders and the opportunity to comment must be published in the *Texas Register* no later

than the 30th day before the date on which the public comment period closes, which in this case is **October 26, 2026**. TWC, §7.075 also requires that the commission promptly consider any written comments received and that the commission may withdraw or withhold approval of an AO if a comment discloses facts or considerations that indicate that consent is inappropriate, improper, inadequate, or inconsistent with the requirements of the statutes and rules within the commission's jurisdiction or the commission's orders and permits issued in accordance with the commission's regulatory authority. Additional notice of changes to a proposed AO is not required to be published if those changes are made in response to written comments.

A physical copy of each proposed AO is available for public inspection at both the commission's central office, located at 12100 Park 35 Circle, Building C, 1st Floor, Austin, Texas 78753, (512) 239-2545 and at the applicable regional office listed as follows. Additionally, copies of the proposed AO can be found online by using either the Chief Clerk's eFiling System at <https://www.tceq.texas.gov/goto/efilings> or the TCEQ Commissioners' Integrated Database at <https://www.tceq.texas.gov/goto/cid>, and searching either of those databases with the proposed AO's identifying information, such as its docket number. Written comments about an AO should be sent to the enforcement coordinator designated for each AO at the commission's central office at Enforcement Division, MC 128, P.O. Box 13087, Austin, Texas 78711-3087 and must be postmarked by 5:00 p.m. on **October 26, 2026**. Written comments may also be sent to the enforcement coordinator by email to ENF-COMNT@tceq.texas.gov or by facsimile machine at (512) 239-2550. The commission enforcement coordinators are available to discuss the AOs and/or the comment procedure at the listed contact information; however, TWC, §7.075 provides that comments on the AOs shall be submitted to the commission in writing.

(1) COMPANY: 8 Mile Park, L.P.; DOCKET NUMBER: 2026-0662-PWS-E; IDENTIFIER: RN101222925; LOCATION: West Columbia, Brazoria County; TYPE OF FACILITY: public water supply; PENALTY: \$138; ENFORCEMENT COORDINATOR: Obianuju Iyasele, (512) 239-5280; REGIONAL OFFICE: 5425 Polk Street, Suite H, Houston, Texas 77023-1452, REGION 12 - HOUSTON.

(2) COMPANY: Aqua Texas, Inc.; DOCKET NUMBER: 2026-0390-MWD-E; IDENTIFIER: RN102344520; LOCATION: Granbury, Hood County; TYPE OF FACILITY: wastewater treatment facility; PENALTY: \$9,750; ENFORCEMENT COORDINATOR: Madison Crawford, (512) 239-4603; REGIONAL OFFICE: 12100 Park 35 Circle, Austin, Texas 78753, CENTRAL OFFICE - AUSTIN.

(3) COMPANY: Beechwood Water Supply Corporation; DOCKET NUMBER: 2026-0092-MWD-E; IDENTIFIER: RN101610129; LOCATION: Hemphill, Sabine County; TYPE OF FACILITY: wastewater treatment facility; PENALTY: \$119,235; ENFORCEMENT COORDINATOR: Harley Hobson, (512) 239-1337; REGIONAL OFFICE: 12100 Park 35 Circle, Austin, Texas 78753, CENTRAL OFFICE - AUSTIN.

(4) COMPANY: Central Crushed Concrete, LLC; DOCKET NUMBER: 2026-0669-WQ-E; IDENTIFIER: RN111516365; LOCATION: Waco, McLennan County; TYPE OF FACILITY: aggregate extraction; PENALTY: \$2,250; ENFORCEMENT COORDINATOR: Alejandra Basave, (713) 767-3751; REGIONAL OFFICE: 14250 Judson Road, San Antonio, Texas 78233-4480, REGION 13 - SAN ANTONIO.

(5) COMPANY: City of Alamo; DOCKET NUMBER: 2026-0366-MWD-E; IDENTIFIER: RN102075967; LOCATION: Alamo, Hidalgo County; TYPE OF FACILITY: wastewater treatment facility; PENALTY: \$148,837; SUPPLEMENTAL ENVIRONMENTAL PROJECT OFFSET: \$119,070; ENFORCEMENT COORDINATOR:

Madison Crawford, (512) 239-4603; REGIONAL OFFICE: 12100 Park 35 Circle, Austin, Texas 78753, CENTRAL OFFICE - AUSTIN.

(6) COMPANY: City of Carthage; DOCKET NUMBER: 2025-1769-MWD-E; IDENTIFIER: RN102055258; LOCATION: Carthage, Panola County; TYPE OF FACILITY: wastewater treatment facility; PENALTY: \$52,500; SUPPLEMENTAL ENVIRONMENTAL PROJECT OFFSET: \$52,500; ENFORCEMENT COORDINATOR: Madison Crawford, (512) 239-4603; REGIONAL OFFICE: 12100 Park 35 Circle, Austin, Texas 78753, CENTRAL OFFICE - AUSTIN.

(7) COMPANY: City of Clarendon; DOCKET NUMBER: 2026-0899-PWS-E; IDENTIFIER: RN101388940; LOCATION: Clarendon, Donley County; TYPE OF FACILITY: public water supply; PENALTY: \$2,675; ENFORCEMENT COORDINATOR: Katherine Argueta, (512) 239-4131; REGIONAL OFFICE: 5425 Polk Street, Suite H, Houston, Texas 77023-1452, REGION 12 - HOUSTON.

(8) COMPANY: City of Groveton; DOCKET NUMBER: 2026-0746-PWS-E; IDENTIFIER: RN101384402; LOCATION: Groveton, Trinity County; TYPE OF FACILITY: public water supply; PENALTY: \$2,925; ENFORCEMENT COORDINATOR: Ronica Rodriguez, (512) 239-2510; REGIONAL OFFICE: 500 North Shoreline Boulevard, Suite 500, Corpus Christi, Texas 78401, REGION 14 - CORPUS CHRISTI.

(9) COMPANY: City of Ingleside; DOCKET NUMBER: 2025-0623-MWD-E; IDENTIFIER: RN101920239; LOCATION: Ingleside, San Patricio County; TYPE OF FACILITY: wastewater treatment facility; PENALTY: \$221,463; SUPPLEMENTAL ENVIRONMENTAL PROJECT OFFSET: \$221,463; ENFORCEMENT COORDINATOR: Cheryl Thompson, (817) 588-5865; REGIONAL OFFICE: 2309 Gravel Drive, Fort Worth, Texas 76118-6951, REGION 4 - DALLAS-FORT WORTH.

(10) COMPANY: City of Jarrell; DOCKET NUMBER: 2024-0242-MLM-E; IDENTIFIER: RN104515887; LOCATION: Jarrell, Williamson County; TYPE OF FACILITY: wastewater treatment facility; PENALTY: \$62,330; SUPPLEMENTAL ENVIRONMENTAL PROJECT OFFSET: \$49,864; ENFORCEMENT COORDINATOR: Penny Wimberly, (512) 239-0538; REGIONAL OFFICE: 12100 Park 35 Circle, Austin, Texas 78753, CENTRAL OFFICE - AUSTIN.

(11) COMPANY: City of Josephine; DOCKET NUMBER: 2025-1282-MWD-E; IDENTIFIER: RN109412700; LOCATION: Royse City, Hunt County; TYPE OF FACILITY: wastewater treatment facility; PENALTY: \$61,875; SUPPLEMENTAL ENVIRONMENTAL PROJECT OFFSET: \$61,875; ENFORCEMENT COORDINATOR: Madison Crawford, (512) 239-4603; REGIONAL OFFICE: 12100 Park 35 Circle, Austin, Texas 78753, CENTRAL OFFICE - AUSTIN.

(12) COMPANY: City of Taylor; DOCKET NUMBER: 2023-1300-MLM-E; IDENTIFIER: RN102181583; LOCATION: Taylor, Williamson County; TYPE OF FACILITY: wastewater treatment facility; PENALTY: \$192,223; SUPPLEMENTAL ENVIRONMENTAL PROJECT OFFSET: \$153,779; ENFORCEMENT COORDINATOR: Harley Hobson, (512) 239-1337; REGIONAL OFFICE: 12100 Park 35 Circle, Austin, Texas 78753, CENTRAL OFFICE - AUSTIN.

(13) COMPANY: City of Temple and City of Belton; DOCKET NUMBER: 2026-0368-MWD-E; IDENTIFIER: RN102097193; LOCATION: Belton, Bell County; TYPE OF FACILITY: wastewater treatment facility; PENALTY: \$36,000; SUPPLEMENTAL ENVIRONMENTAL PROJECT OFFSET: \$28,800; ENFORCEMENT COORDINATOR: Madison Crawford, (512) 239-4603; REGIONAL

OFFICE: 12100 Park 35 Circle, Austin, Texas 78753, CENTRAL OFFICE - AUSTIN.

(14) COMPANY: Crouch Sand & Gravel, LLC; DOCKET NUMBER: 2026-0848-WQ-E; IDENTIFIER: RN111562799; LOCATION: Fort Worth, Tarrant County; TYPE OF FACILITY: aggregate production operation; PENALTY: \$5,000; ENFORCEMENT COORDINATOR: Alejandra Basave, (713) 767-3751; REGIONAL OFFICE: 14250 Judson Road, San Antonio, Texas 78233-4480, REGION 13 - SAN ANTONIO.

(15) COMPANY: Discover Church, Inc.; DOCKET NUMBER: 2026-0279-PWS-E; IDENTIFIER: RN107314759; LOCATION: Castroville, Bexar County; TYPE OF FACILITY: public water supply; PENALTY: \$1,120; ENFORCEMENT COORDINATOR: Anjali Talpallikar, (512) 239-2507; REGIONAL OFFICE: 12100 Park 35 Circle, Austin, Texas 78753, CENTRAL OFFICE - AUSTIN.

(16) COMPANY: EZ LIVING, LLC; DOCKET NUMBER: 2026-0795-PWS-E; IDENTIFIER: RN101254266; LOCATION: Sandia, Live Oak County; TYPE OF FACILITY: public water supply; PENALTY: \$125; ENFORCEMENT COORDINATOR: Obianuju Iyasele, (512) 239-5280; REGIONAL OFFICE: 5425 Polk Street, Suite H, Houston, Texas 77023-1452, REGION 12 - HOUSTON.

(17) COMPANY: Lake Travis Independent School District; DOCKET NUMBER: 2026-0505-MWD-E; IDENTIFIER: RN101524213; LOCATION: Austin, Travis County; TYPE OF FACILITY: wastewater treatment facility; PENALTY: \$46,750; ENFORCEMENT COORDINATOR: Amy Lane, (512) 239-2614; REGIONAL OFFICE: 12100 Park 35 Circle, Austin, Texas 78753, CENTRAL OFFICE - AUSTIN.

(18) COMPANY: Midland Independent School District; DOCKET NUMBER: 2025-0385-PST-E; IDENTIFIER: RN100699453; LOCATION: Midland, Midland County; TYPE OF FACILITY: fleet refueling facility; PENALTY: \$15,750; ENFORCEMENT COORDINATOR: Cheryl Thompson, (817) 588-5865; REGIONAL OFFICE: 2309 Gravel Drive, Fort Worth, Texas 76118-6951, REGION 4 - DALLAS-FORT WORTH.

(19) COMPANY: Natgasoline LLC; DOCKET NUMBER: 2025-1271-AIR-E; IDENTIFIER: RN106586795; LOCATION: Beaumont, Jefferson County; TYPE OF FACILITY: chemical manufacturing plant; PENALTY: \$579,125; ENFORCEMENT COORDINATOR: Nicholas Lohret-Froio, (512) 239-2545; REGIONAL OFFICE: 12100 Park 35 Circle, Austin, Texas 78753, CENTRAL OFFICE - AUSTIN.

(20) COMPANY: Republic Waste Services of Texas, Ltd.; DOCKET NUMBER: 2026-0273-MSW-E; IDENTIFIER: RN103157947; LOCATION: Midland, Midland County; TYPE OF FACILITY: municipal solid waste transporter business; PENALTY: \$13,969; ENFORCEMENT COORDINATOR: Sujata Sinha, (512) 239-1963; REGIONAL OFFICE: 5425 Polk Street, Suite H, Houston, Texas 77023-1452, REGION 12 - HOUSTON.

(21) COMPANY: Texas A & M University; DOCKET NUMBER: 2025-0074-IWD-E; IDENTIFIER: RN102080348; LOCATION: College Station, Brazos County; TYPE OF FACILITY: steam-electric generating thermal supply unit; PENALTY: \$32,625; SUPPLEMENTAL ENVIRONMENTAL PROJECT OFFSET: \$32,625; ENFORCEMENT COORDINATOR: Kadrienn Woodard, (713) 767-3602; REGIONAL OFFICE: 5425 Polk Street, Suite H, Houston, Texas 77023-1452, REGION 12 - HOUSTON.

(22) COMPANY: TotalEnergies Petrochemicals & Refining USA, Inc.; DOCKET NUMBER: 2022-0571-AIR-E; IDENTIFIER: RN102457520; LOCATION: Port Arthur, Jefferson County; TYPE OF FACILITY: oil refinery; PENALTY: \$169,043; SUPPLEMENTAL ENVIRONMENTAL PROJECT OFFSET: \$67,607; ENFORCE-

MENT COORDINATOR: Johnnie Wu, (512) 239-2524; REGIONAL OFFICE: 12100 Park 35 Circle, Austin, Texas 78753, CENTRAL OFFICE - AUSTIN.

(23) COMPANY: Town of Edgecliff Village; DOCKET NUMBER: 2026-0655-WQ-E; IDENTIFIER: RN105473425; LOCATION: Edgecliff Village, Tarrant County; TYPE OF FACILITY: municipal separate storm sewer system; PENALTY: \$6,500; ENFORCEMENT COORDINATOR: Monica Larina, (512) 239-2545; REGIONAL OFFICE: 500 North Shoreline Boulevard, Suite 500, Corpus Christi, Texas 78401, REGION 14 - CORPUS CHRISTI.

(24) COMPANY: UNIVERSAL FOREST PRODUCTS TEXAS LLC; DOCKET NUMBER: 2026-0652-MWD-E; IDENTIFIER: RN100214493; LOCATION: Huntsville, Walker County; TYPE OF FACILITY: wastewater treatment facility; PENALTY: \$25,050; ENFORCEMENT COORDINATOR: Samantha Smith, (512) 239-2099; REGIONAL OFFICE: 5425 Polk Street, Suite H, Houston, Texas 77023-1452, REGION 12 - HOUSTON.

(25) COMPANY: US NATIONAL PARK SERVICE; DOCKET NUMBER: 2026-0533-PWS-E; IDENTIFIER: RN102096856; LOCATION: Big Bend National Park, Brewster County; TYPE OF FACILITY: public water supply; PENALTY: \$1,055; ENFORCEMENT COORDINATOR: Kaisie Hubschmitt, (512) 239-1482; REGIONAL OFFICE: 12100 Park 35 Circle, Austin, Texas 78753, CENTRAL OFFICE - AUSTIN.

TRD-202603960

Gitanjali Yadav

Deputy Director, Litigation Division

Texas Commission on Environmental Quality

Filed: September 11, 2026



Notice of Opportunity to Comment on an Agreed Order of Administrative Enforcement Actions

The Texas Commission on Environmental Quality (TCEQ or commission) staff is providing an opportunity for written public comment on the listed Agreed Order (AO) in accordance with Texas Water Code (TWC), §7.075. TWC, §7.075, requires that before the commission may approve the AO, the commission shall allow the public an opportunity to submit written comments on the proposed AO. TWC, §7.075, requires that notice of the opportunity to comment must be published in the *Texas Register* no later than the 30th day before the date on which the public comment period closes, which in this case is **October 26, 2026**. TWC, §7.075, also requires that the commission promptly consider any written comments received and that the commission may withdraw or withhold approval of an AO if a comment discloses facts or considerations that indicate that consent is inappropriate, improper, inadequate, or inconsistent with the requirements of the statutes and rules within the commission's jurisdiction or the commission's orders and permits issued in accordance with the commission's regulatory authority. Additional notice of changes to a proposed AO is not required to be published if those changes are made in response to written comments.

A physical copy of the proposed AO is available for public inspection at both the commission's central office, located at 12100 Park 35 Circle, Building A, 3rd Floor, Austin, Texas 78753, (512) 239-3400 and at the applicable regional office listed as follows. Additionally, copies of the proposed AO can be found online by using either the Chief Clerk's eFiling System at <https://www.tceq.texas.gov/goto/efilings> or the TCEQ Commissioners' Integrated Database at <https://www.tceq.texas.gov/goto/cid>, and searching either of those databases with the proposed AO's identifying

information, such as its docket number. Written comments about an AO should be sent to the attorney designated for the AO at the commission's central office at P.O. Box 13087, MC 175, Austin, Texas 78711-3087 and must be **received by 5:00 p.m. on October 26, 2026**. The designated attorney is available to discuss the AO and/or the comment procedure at the listed phone number; however, TWC, §7.075, provides that comments on an AO shall be submitted to the commission in **writing**.

(1) COMPANY: East Texas Commercial Properties, LLC; DOCKET NUMBER: 2023-1207-PST-E; TCEQ ID NUMBER: RN110934957; LOCATION: 10175 US Highway 259, Nacogdoches, Nacogdoches County; TYPE OF FACILITY: an underground storage tank system and a convenience store with retail sales of gasoline; PENALTY: \$5,000; STAFF ATTORNEY: William Hogan, Litigation, MC 175, (512) 239-5918; REGIONAL OFFICE: Beaumont Regional Office, 3870 Eastex Freeway, Beaumont, Texas 77703-1830, (409) 898-3838.

TRD-202603985

Gitanjali Yadav

Deputy Director, Litigation Division

Texas Commission on Environmental Quality

Filed: September 15, 2026



Notice of Opportunity to Comment on Default Orders of Administrative Enforcement Actions

The Texas Commission on Environmental Quality (TCEQ or commission) staff is providing an opportunity for written public comment on the listed Default Orders (DOs). The commission staff proposes a DO when the staff has sent the Executive Director's Preliminary Report and Petition (EDPRP) to an entity outlining the alleged violations; the proposed penalty; the proposed technical requirements necessary to bring the entity back into compliance; and the entity fails to request a hearing on the matter within 20 days of its receipt of the EDPRP or requests a hearing and fails to participate at the hearing. Similar to the procedure followed with respect to Agreed Orders entered into by the executive director of the commission, in accordance with Texas Water Code (TWC), §7.075, this notice of the proposed order and the opportunity to comment is published in the *Texas Register* no later than the 30th day before the date on which the public comment period closes, which in this case is **October 26, 2026**. The commission will consider any written comments received, and the commission may withdraw or withhold approval of a DO if a comment discloses facts or considerations that indicate that consent to the proposed DO is inappropriate, improper, inadequate, or inconsistent with the requirements of the statutes and rules within the commission's jurisdiction, or the commission's orders and permits issued in accordance with the commission's regulatory authority. Additional notice of changes to a proposed DO is not required to be published if those changes are made in response to written comments.

A copy of each proposed DO is available for public inspection at both the commission's central office, located at 12100 Park 35 Circle, Building A, 3rd Floor, Austin, Texas 78753, (512) 239-3400 and at the applicable regional office listed as follows. Additionally, copies of the DO can be found online by using either the Chief Clerk's eFiling System at <https://www.tceq.texas.gov/goto/efilings> or the TCEQ Commissioners' Integrated Database at <https://www.tceq.texas.gov/goto/cid>, and searching either of those databases with the proposed DO's identifying information, such as its docket number. Written comments about the DO should be sent to the attorney designated for the DO at the commission's central office at P.O. Box 13087, MC 175, Austin, Texas 78711-3087 and must be **received by 5:00 p.m. on October 26, 2026**. The commission's attorneys are available to discuss the DOs

and/or the comment procedure at the listed phone numbers; however, TWC, §7.075, provides that comments on the DO shall be submitted to the commission in **writing**.

(1) COMPANY: A & B BUSINESS LLC; DOCKET NUMBER: 2024-0049-PST-E; TCEQ ID NUMBER: RN102269131; LOCATION: 4030 Vance Jackson Road, San Antonio, Bexar County; TYPE OF FACILITY: an underground storage tank system and a convenience store with retail sales of gasoline; PENALTY: \$5,369; STAFF ATTORNEY: Casey Kurnath, Litigation, MC 175, (512) 239-5932; REGIONAL OFFICE: San Antonio Regional Office, 14250 Judson Road, San Antonio, Texas 78233-4480, (210) 490-3096.

(2) COMPANY: JACKSON-FAIRWAY HOLDINGS, L.L.C.; DOCKET NUMBER: 2024-0006-PST-E; TCEQ ID NUMBER: RN101432813; LOCATION: 5605 Calder Avenue, Beaumont, Jefferson County; TYPE OF FACILITY: a temporarily out-of-service underground storage tank system; PENALTY: \$6,324; STAFF ATTORNEY: Jun Zhang, Litigation, MC 175, (512) 239-6517; REGIONAL OFFICE: Beaumont Regional Office, 3870 Eastex Freeway, Beaumont, Texas 77703-1830, (409) 898-3838.

(3) COMPANY: Sandra P. Burciaga Tarango; DOCKET NUMBER: 2023-0712-OSS-E; TCEQ ID NUMBER: RN111576559; LOCATION: 3325 United States Highway 385, Hereford, Deaf Smith County; TYPE OF FACILITY: an unauthorized on-site sewage facility; PENALTY: \$750; STAFF ATTORNEY: Benjamin Pence, Litigation, MC 175, (512) 239-2157; REGIONAL OFFICE: Amarillo Regional Office, 3918 Canyon Drive, Amarillo, Texas 79109-4933, (806) 353-9251.

TRD-202603986

Gitanjali Yadav

Deputy Director, Litigation Division

Texas Commission on Environmental Quality

Filed: September 15, 2026



General Land Office

Notice and Opportunity to Comment on Requests for Consistency Agreement/Concurrence Under the Texas Coastal Management Program

On January 10, 1997, the State of Texas received federal approval of the Coastal Management Program (CMP) (62 *Federal Register* pp. 1439 - 1440). Under federal law, federal agency activities and actions affecting the Texas coastal zone must be consistent with the CMP goals and policies identified in 31 TAC Chapter 26. Requests for federal consistency review were deemed administratively complete for the following project(s) during the period of September 3, 2026 to September 11, 2026. As required by federal law, the public is given an opportunity to comment on the consistency of proposed activities in the coastal zone undertaken or authorized by federal agencies. Pursuant to 31 TAC §§30.20(f), 30.30(h), and 30.40(e), the public comment period extends 30 days from the date published on the Texas General Land Office web site. The notice was published on the web site on Friday, September 18, 2026. The public comment period for this project will close at 5:00 p.m. on Sunday, October 18, 2026.

Federal License and Permit Activities:

Applicant: Texas Parks and Wildlife Department

Location: The project site is located in the Gulf Intracoastal Waterway (GIWW) along the shoreline of the JD Murphree Wildlife Management Area (WMA), approximately 4.17 miles west of Sabine Pass, in Jefferson County, Texas.

Latitude and Longitude: 29.7799208, -94.0279518

Project Description: The applicant proposes to discharge approximately 36,715 cubic yards of fill into 9.0 acres of the Gulf Intracoastal Waterway (GIWW) along the JD Murphree Wildlife Management Area (WMA) shoreline to construct a 17,870-linear-foot (3.5-mile) rock breakwater in 4 segments. The breakwaters will be constructed of graded riprap (R-300 gradation) to a crest elevation of +3.0 feet, which is an average of 4.5 feet above existing grade at the centerline, with a 3-foot top width and 2:1 side slopes, which equates to a base of 21 feet. Each of the breakwaters are designed with 30-foot-wide fish passes at 500-foot intervals to facilitate the movement of water, sediment, and aquatic species. Fish passes would be lined with rock (approximately 18 inches) to a 0.0 elevation to prevent excess scour at these locations. The riprap will be placed within open water in the breakwater footprints using barge-based equipment and other types of marine equipment, including but not limited to low ground pressure, amphibious equipment (i.e., marsh excavators, Morooka trucks, rolligon trucks, etc.) in shallow, open water areas. Barge size is not expected to exceed 180 feet by 60 feet by 12 feet in size. Barges will travel up and down the alignment between the navigational channel and the GIWW side toe of the breakwater to accomplish construction. Geotextile fabric will be placed in the footprint of the breakwaters prior to placement of riprap using either a long-reach excavator operating from a barge or small John boats. Once the geotextile fabric is in place, riprap will be moved from the barge and placed onto the breakwater locations. This process will continue until construction of the breakwaters is complete. All work will be conducted in open water. There will be no equipment use/access or staging areas on land or in wetlands, and there would be no impact to wetland areas.

The overall purpose of the proposed project is to slow erosion of the JD Murphree WMA shoreline due to wave action and other natural processes, and to protect/conservate valuable wetland habitat and other assets/resources of importance to the management of the WMA.

The applicant has stated that they have avoided and minimized environmental impacts to waters of the United States associated with the proposed activity by conducting all work within and from the water. There will be no equipment use/access or staging areas on land or in wetlands, or impact to wetland areas. The applicant has not proposed any compensatory mitigation because there would be no discharge of fill into or loss of special aquatic sites. Upon completion of the project, the proposed breakwaters will provide beneficial effects including protection of the shoreline and approximately 1,000 acres of wetlands within the JD Murphree WMA. The USACE will determine the type and amount of compensatory mitigation necessary to offset losses of waters of the United States which may result from the proposed activity in accordance with 33 CFR §332.

Type of Application: U.S. Army Corps of Engineers permit application # SWG-2026-00244. This application will be reviewed pursuant Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899. Note: The consistency review for this project may be conducted by The Texas Commission on Environmental Quality as part of its certification under §401 of the Clean Water Act.

CMP Project No: 26-1212-F1

Applicant: Texas City Terminal Railway Company

Location: The project site is located in Galveston Bay, north of the Texas City Channel Turning Basin, approximately 0.52-mile east of southeast of the intersection of Bay Street South and 2nd Avenue South, in Texas City, Galveston County, Texas.

Latitude and Longitude: 29.3810312, -94.8848401

Project Description: The applicant proposes to dredge 311,204 cubic yards of material from a 25.27-acre fleeting area to a depth of -15-foot mean lower low water to ensure safe navigation. The 25.27-acre fleeting area was previously authorized under Department of the Army Permit Number SWG-2024-00831. Dredged material will be placed in existing authorized dredge material placement areas (DMPAs) located on the Shoal Point properties. Snake Island Placement Area Cell A will serve as the primary placement area and any subsequent material placed into Snake Island Placement Area Cell C and/or Federal DMPA No. 5 and No. 6. No compensatory mitigation is proposed.

Type of Application: U.S. Army Corps of Engineers permit application # SWG-2024-00831. This application will be reviewed pursuant Section 10 of the Rivers and Harbors Act of 1899. The U.S. Army Corps of Engineers Galveston District has found that this permit request meets the terms of Executive Order 14156 and is therefore subject to special emergency permitting procedures and an expedited review process.

CMP Project No: 26-1214-F1c

Applicant: Enterprise Products Operating LLC

Location: The project site is located in the Houston Ship Channel at the Enterprise Houston Terminal, 15602 Jacintoport Boulevard, in Houston, Harris County, Texas.

Latitude and Longitude: 29.7385969, -95.1221351

Project Description: The applicant proposes to modify Department of the Army Permit SWG-2008-00073 to dredge approximately 120,085 cubic yards of new work material from an approximately 15.4-acre area of the Houston Ship Channel to deepen the existing Dock 9 to a maximum depth of -48.5 feet mean lower low water. The dredged material would be placed in one of the following upland confined placement areas, with associated return water effluent: Glendale, House Tract, Clinton, Laughlin-Thyssen, Rosa Allen, East/West Jones, Greens Bayou, Beltway 8 Tract, Texas Deepwater (Pinto Lion), Lost Lake, Adloy, Avera, Goat Island, Peggy Lake, Bertron, Alexander Island, and Spilman Island.

The applicant has stated that they have avoided and minimized environmental impacts to waters of the United States associated with the proposed activity by designing the project to avoid permanent impacts to jurisdictional waters of the US to the maximum extent practicable by maintaining the previously authorized dredge footprint. Only temporary impacts to waters of the US are expected as a result of the proposed Project. Best Management Practices will be used, where possible, to minimize temporary impacts to the maximum extent practicable. The applicant has not proposed any compensatory mitigation because there will be no loss of waters of the US or impacts to special aquatic sites. The USACE will determine the type and amount of compensatory mitigation necessary to offset losses of waters of the United States which may result from the proposed activity in accordance with 33 CFR §332.

Type of Application: U.S. Army Corps of Engineers permit application # SWG-2008-00073. This application will be reviewed pursuant Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899. Note: The consistency review for this project may be conducted by The Texas Commission on Environmental Quality as part of its certification under §401 of the Clean Water Act.

CMP Project No: 26-1218-F1

Applicant: Port of Houston Authority

Location: The project site is located in the Houston Ship Channel, Barbours Cut Channel, and Lower San Jacinto Bay (LSJB), in La Porte, Harris County, Texas.

Latitude and Longitude: 29.6907804, -95.0136029

Project Description: The applicant proposes to construct a new containerized marine cargo terminal to accommodate current and future generations of container vessels in the Greater Houston area. The proposed Barbour's Cut Northside Expansion Project, a marine container terminal expansion in La Porte, Harris County, Texas, is intended to increase container-handling capacity, modernize port infrastructure, and accommodate anticipated future container volumes. Port of Houston Authority's existing marine container terminals are expected to reach maximum throughput capacity by 2033. The proposed project would provide additional containerized marine cargo capacity to meet projected demand. Phased construction is anticipated to begin no later than 2032, with terminal capacity anticipated to be available by 2036.

The proposed project would consist of the following major components:

Dredging and/or excavation of up to 66.204 acres in Barbour's Cut, including expansion of the existing Barbour's Cut Turning Basin (BCTB) by approximately 35.898 acres, creation of approximately 30.306 acres of open water, and conversion of approximately 0.71 acre of waters.

Creation of two vessel berthing slips totaling approximately 15.6 acres and capable of supporting two Ultra Large Container Vessels, as well as creation of an approximately 1.5-acre non-berthing vessel maneuvering area.

Installation of approximately 3,200 linear feet of pile-supported concrete wharf along the landward edge of the new berthing slips.

Development of an approximately 318-acre marine container terminal on the southwestern end of the Spilman Island Placement Area.

Construction of a new approximately 135-acre Dredged Material Placement Facility in Lower San Jacinto Bay.

Modification of the existing Spilman Island Placement Area to create a smaller dredged material disposal facility on North Spilman Island, including installation of a new approximately 7,300-linear-foot east-west containment dike within the existing Spilman Island Placement Area.

Construction of two terminal access roads (North and South) across Lower San Jacinto Bay; upgrades to multiple off-terminal Texas Department of Transportation roads within the State Highway (SH) 225 and SH 146 interchange; and construction of two property access driveways.

Construction associated with drainage channels and outfall structures, as well as relocation or movement of existing pipelines.

The proposed project is anticipated to result in unavoidable impacts to waters of the United States including Waters of the United States under the Clean Water Act and Navigable Waters under Section 10 of the Rivers and Harbors Act. Preliminary estimates a total of approximately 16,665 linear feet of tidal shoreline that may be impacted by fill associated with the project construction. Other aquatic resource impacts include the dredging and filling of 136.88 acres of open water in LSJB, the excavation and dredging of 66.204 acres of open water in BCTB, the dredging and fill of 355 acres of low marsh and the excavation of 3.21 acres of high marsh, the fill of 0.65 acre of freshwater wetlands, and the fill of 2.48 acres of unconsolidated bottom. Impacts to linear resources include the dredging and filling 334.92 linear feet stream. These impacts are associated with construction of the terminal facilities, navigation improvements, roadway access infrastructure, and utility relocations and are limited to those areas necessary to meet project purpose and operational requirements.

Type of Application: U.S. Army Corps of Engineers permit application # SWG-2025-00640. This application will be reviewed pursuant Section 404 of the Clean Water Act and Sections 10 and 14 of the Rivers and Harbors Act of 1899. Note: The consistency review for this project may be conducted by The Texas Commission on Environmental Quality as part of its certification under §401 of the Clean Water Act.

CMP Project No: 27-1002-F1

Applicant: Space Explorations Technologies Corp.

Location: The project site is located in South Bay beginning at Milky Ave and terminating at the Space Explorations Technologies Corp (SpaceX) Production Facility in Starbase, Cameron County, Texas.

Latitude and Longitude: 25.967335, -97.208238

Project Description: The applicant proposes to construct an approximately 2.7-mile heavy haul route to transport Starship and Super Heavy rocket components and associated launch infrastructure between the Massey Test Facility and SpaceX Production Facility. The heavy haul route would consist of an approximately 38-foot-wide travel surface with 1-foot-wide shoulders and a 3:1 max fill slope on the north side. Three existing cross culverts under State Highway (SH) 4 and five proposed equalizer culverts associated with an unrelated project to widen SH 4 would be extended below the proposed haul route to maintain or improve water flow. In addition, a wildlife crossing proposed as part of the SH 4 Widening Project would be extended below the haul route to facilitate safe passage for wildlife across the larger SH 4 roadway facility. The proposed project would result in the unavoidable discharge of fill material into approximately 2.676 acres of palustrine emergent wetlands, 0.278 acres of estuarine emergent wetlands, 0.210 acres of estuarine scrub-shrub wetlands, and 7.185 acres of wind-tidal flats. The proposed project would also temporarily impact 0.692 acres of palustrine emergent wetlands, 0.092 acres of estuarine emergent wetlands, 0.001 acres of estuarine scrub-shrub wetlands, and 1.454 acres of wind-tidal flats.

The applicant has stated that they have avoided and minimized environmental impacts to waters of the United States associated with the proposed activity by staying within the Texas Department of Transportation State SH 4 right-of-way, designed slopes to a 3:1 gradient, and using silt fences to reduce run-off into adjacent special aquatic sites. The applicant has proposed to purchase 7.033 functional unit credits from the Rockhounds Mitigation Bank to offset unavoidable impacts to waters of the US. The USACE will determine the type and amount of compensatory mitigation necessary to offset losses of waters of the United States which may result from the proposed activity in accordance with 33 CFR §332.

Type of Application: U.S. Army Corps of Engineers permit application # SWG-2026-00492. This application will be reviewed pursuant Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899. Note: The consistency review for this project may be conducted by The Texas Commission on Environmental Quality as part of its certification under §401 of the Clean Water Act.

CMP Project No: 27-1005-F1

Further information on the applications listed above, including a copy of the consistency certifications or consistency determinations for inspection, may be obtained from the Texas General Land Office Public Information Officer at 1700 N. Congress Avenue, Austin, Texas 78701, or via email at pialegal@glo.texas.gov. Comments should be sent to the Texas General Land Office Coastal Management Program Coordinator at the above address or via email at federal.consistency@glo.texas.gov.

TRD-202603979

Jennifer Jones
Chief Clerk & Deputy Land Commissioner
General Land Office
Filed: September 14, 2026

◆ ◆ ◆
Texas Health And Human Services Commission

**Public Notice - Texas State Plan for Medical Assistance
Amendment**

The Texas Health and Human Services Commission (HHSC) announces its intent to submit amendments to the Texas State Plan for Medical Assistance, under Title XIX of the Social Security Act. The proposed amendments will be effective October 1, 2026.

The purpose of the amendments is to update the fee schedules in the current state plan by adjusting fees, rates, or charges for Physicians and Other Practitioners.

The proposed amendments are estimated to result in a change to annual aggregate expenditure of (\$428) for federal fiscal year (FFY) 2027, consisting of (\$251) in federal funds and (\$177) in state general revenue. For FFY 2028, the estimated result is a change to annual aggregate expenditure of (\$474) consisting of (\$280) in federal funds and (\$194) in state general revenue. For FFY 2029, the estimated result is a change to annual aggregate expenditure of (\$480) consisting of (\$283) in federal funds and (\$197) in state general revenue.

Further detail on specific reimbursement rates and percentage changes will be made available on the HHSC Provider Finance website before the proposed effective date at: <https://pfd.hhs.texas.gov/rate-packets>.

Rate Hearings.

A Rate Hearing will be conducted online to propose specific rate changes and accept public testimony. Information about the proposed rate changes and hearings will be published in a subsequent issue of the *Texas Register*. Additional information and the notice of hearings can be found at <https://www.sos.state.tx.us/texreg/index.shtml>.

Copy of Proposed Amendment.

Interested parties may obtain additional information and/or a free copy of the proposed amendment by contacting Jayasree Sankaran, State Plan Policy Advisor, by mail at the Health and Human Services Commission, P.O. Box 13247, Mail Code H-600, Austin, Texas 78711; by telephone at (512) 487-3349; by facsimile at (512) 730-7472; or by e-mail at Medicaid_Chip_SPA_Inquiries@hhs.state.tx.us. Once submitted to the Centers for Medicare and Medicaid Services for approval, copies of the proposed amendment will be available for review at the HHSC Access and Eligibility Services for local benefit offices.

Written Comments.

Written comments about the proposed amendment and/or requests to review comments may be sent by U.S. mail, overnight mail, special delivery mail, hand delivery, fax, or email:

U.S. Mail

Texas Health and Human Services Commission

Attention: Provider Finance Department

Mail Code H-400

P.O. Box 149030

Austin, Texas 78714-9030

Overnight mail, special delivery mail, or hand delivery

Texas Health and Human Services Commission

Attention: Provider Finance Department

North Austin Complex

Mail Code H-400

4601 W. Guadalupe St.

Austin, Texas 78751

Phone number for package delivery: (512) 730-7401

Fax

Attention: Provider Finance at (512) 730-7475

Email

PFDAcuteCare@hhs.texas.gov

Preferred Communication.

For quickest response, please use e-mail or phone, if possible, for communication with HHSC related to this state plan amendment.

TRD-202603983

Nycia Deal

Chief Counsel, Office of Chief Counsel

Texas Health and Human Services Commission

Filed: September 14, 2026

◆ ◆ ◆
**Public Notice - Texas State Plan for Medical Assistance
Amendment**

The Texas Health and Human Services Commission (HHSC) announces its intent to submit amendments to the Texas State Plan for Medical Assistance, under Title XIX of the Social Security Act. The proposed amendments will be effective October 1, 2026.

The purpose of the amendments is to update the fee schedules in the current state plan by adjusting fees, rates, or charges for Non-Emergency Medical Transportation (NEMT) Services.

The proposed amendments are estimated to result in a change to annual aggregate expenditure of \$500,000 for federal fiscal year (FFY) 2027, consisting of \$292,700 in federal funds and \$207,300 in state general revenue. For FFY 2028, the estimated result is a change to annual aggregate expenditure of \$506,694 consisting of \$298,949 in federal funds and \$207,745 in state general revenue. For FFY 2029, the estimated result is a change to annual aggregate expenditure of \$513,477 consisting of \$302,951 in federal funds and \$210,526 in state general revenue.

Further detail on specific reimbursement rates and percentage changes will be made available on the HHSC Provider Finance website before the proposed effective date at: <https://pfd.hhs.texas.gov/rate-packets>.

Rate Hearings.

A Rate Hearing will be conducted online to propose specific rate changes and accept public testimony. Information about the proposed rate changes and hearings will be published in a subsequent issue of the *Texas Register*. Additional information and the notice of hearings can be found at <https://www.sos.state.tx.us/texreg/index.shtml>.

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telephone at (512) 487-3349; by facsimile at (512) 730-7472; or by e-mail at Medicaid_Chip_SPA_Inquiries@hhsc.state.tx.us. Once submitted to the Centers for Medicare and Medicaid Services for approval, copies of the proposed amendment will be available for review at the HHSC Access and Eligibility Services for local benefit offices.

Written Comments.

Written comments about the proposed amendment and/or requests to review comments may be sent by U.S. mail, overnight mail, special delivery mail, hand delivery, fax, or email:

U.S. Mail

Texas Health and Human Services Commission

Attention: Provider Finance Department

Mail Code H-400

P.O. Box 149030

Austin, Texas 78714-9030

Overnight mail, special delivery mail, or hand delivery

Texas Health and Human Services Commission

Attention: Provider Finance Department

North Austin Complex

Mail Code H-400

4601 W. Guadalupe St.

Austin, Texas 78751

Phone number for package delivery: (512) 730-7401

Fax

Attention: Provider Finance at (512) 730-7475

Email

PFDacuteCare@hhs.texas.gov

Preferred Communication.

For quickest response, please use e-mail or phone, if possible, for communication with HHSC related to this state plan amendment.

TRD-202603984

Nycia Deal

Chief Counsel, Office of Chief Counsel

Texas Health and Human Services Commission

Filed: September 14, 2026



Public Notice: Texas State Plan for Medical Assistance Amendment

The Texas Health and Human Services Commission (HHSC) announces its intent to submit two amendments to the Texas State Plan for Medical Assistance under Title XIX of the Social Security Act.

The purpose of the amendments is to establish a calculation to allow for any unused HARP payment room to be distributed to other eligible hospitals within the same class based on an allocation proportionate to the remaining Medicaid charges in excess of all Medicaid payments including supplemental payments and the portion of HARP payments for the inpatient FFS Medicare payment gap for non-state government-owned and operated hospitals and private hospitals. The proposed amendment is effective October 1, 2026.

The proposed amendment for non-state government-owned hospitals is estimated to result in an annual expenditure increase of \$442,068,263 for Federal Fiscal Year (FFY) 2027, consisting of \$258,786,761 in federal funds and \$183,281,502 in state funds. For FFY 2028, the estimated annual expenditure increase is \$456,656,516, consisting of \$269,427,344 in federal funds and \$187,229,171 in state funds. For FFY 2029, the estimated annual expenditure increase is \$471,726,181, consisting of \$278,318,447 in federal funds and \$193,407,734 in state funds.

The proposed amendment for private hospitals is estimated to have no fiscal impact.

Public Hearing. A public hearing was held on August 14, 2026, at 1:00 p.m. online. Information about the proposed rate change(s) and the hearing can be found in the August 7, 2026, issue of the *Texas Register* page 5040 at <http://www.sos.state.tx.us/texreg/index.shtml>.

Copy of Proposed Amendment(s). To obtain copies of the proposed amendment, interested parties may contact Jayasree Sankaran, State Plan Coordinator, by mail at the Health and Human Services Commission, P.O. Box 13247, Mail Code H-600, Austin, Texas 78711; by telephone at (512) 438-4331; or by email at Medicaid_Chip_SPA_Inquiries@hhsc.state.tx.us. Once submitted to the Centers for Medicare and Medicaid Services for approval, copies of the proposed amendment will be available for review at the HHSC Access and Eligibility Services for local benefit offices.

Written Comments: Written comments and/or requests to review comments may be sent by U.S. mail, overnight mail, special delivery mail, hand delivery, fax, or email:

U.S. Mail

Texas Health and Human Services Commission

Attention: Provider Finance Department

Mail Code H-400

P.O. Box 149030

Austin, Texas 78714-9030

Overnight mail, special delivery mail, or hand delivery

Texas Health and Human Services Commission

Attention: Provider Finance Department

North Austin Complex

Mail Code H-400

4601 W. Guadalupe St.

Austin, Texas 78751

Phone number for package delivery: (512) 730-7401

Fax

Attention: Provider Finance at (512) 730-7475

Email

pfd_hospitals@hhs.texas.gov

TRD-202603982

Nycia Deal

Chief Counsel, Office of Chief Counsel

Texas Health and Human Services Commission

Filed: September 14, 2026



Texas Department of Insurance

Company Licensing

Application for Unified Life Insurance Company, a domestic life, accident and/or health company, to change its name to Alta Life and Annuity Insurance Company. The home office is in Dallas, Texas.

Any objections must be filed with the Texas Department of Insurance, within twenty (20) calendar days from the date of the *Texas Register* publication, addressed to the attention of Andrew Guerrero, 1601 Congress Ave., Suite 6.900, Austin, Texas 78701.

TRD-202604007

Justin Bain

Chief Clerk

Texas Department of Insurance

Filed: September 16, 2026



Texas Department of Licensing and Regulation

Electricians Penalties and Sanctions

The Texas Commission of Licensing and Regulation (Commission) provides this public notice that at their regularly scheduled meeting held February 18, 2026, the Commission adopted the that at their regularly scheduled meeting held July 28, 2026, the Commission adopted

the Texas Department of Licensing and Regulation's (Department) revised enforcement plan, which was established in compliance with Texas Occupations Code, §51.302(c).

The enforcement plan gives all license holders notice of the specific ranges of penalties and license sanctions that apply to specific alleged violations of the statutes and rules enforced by the Department. The enforcement plan also presents the criteria that are considered by the Department's Enforcement staff in determining the amount of a proposed administrative penalty or the magnitude of a proposed sanction. The enforcement plan is revised to include the penalty matrix for the Electricians program.

The penalty matrix for the Electricians program was last updated on February 20, 2018. Revisions to the matrix include (1) incorporating continuing education violations and (2) other cleanup to ensure correct rule and law citations and plain language.

The Electrical Safety and Licensing Advisory Board recommended approval of the penalty matrix at their meeting held May 12, 2026. The penalty matrix was presented to the Commission on July 28, 2026, and was adopted as recommended.

A copy of the revised enforcement plan is posted on the Department's website and may be downloaded at www.tdlr.texas.gov.

Electricians Penalties and Sanctions

Texas Occupations Code, Chapter 1305

Texas Occupations Code, Chapter 1806

Texas Occupations Code, Chapter 51

16 Texas Administration Code, Chapter 60

16 Texas Administration Code, Chapter 73

Class A

Penalty Range: \$500 to \$2,000

Administrative Violations

Violation	Statute/Rule
Failed to notify the Department when a new licensee of record is assigned	73.51(a)(1), 73.52(a)(1), 73.54(a)(1)
Failed to notify the Department within 30 days that the licensee of record is no longer employed	73.51(a)(1), 73.52(a)(1), 73.54(a)(1)

Advertising Violations

Violation	Statute/Rule
Failed to include contractor name and license number in advertising	73.51(e), 73.52(e), 73.54(d), 73.70(g)

Public Notice Violations

Violation	Statute/Rule
Failed to permanently affix license number and business name in conspicuous place on both sides of each vehicle	1305.166(b)(2)
Failed to display business name and contractor license number on each vehicle used in the conduct of electrical work	1305.166(a), 73.51(d), 73.52(d), 73.54(c)
Failed to display license number and business name on each vehicle in characters at least two inches high and in color that contrasts with background	1305.166(b)(1), 73.51(d), 73.52(d), 73.54(c)
Failed to include name, address, phone number and license number of contractor on all proposals, invoices, and written contracts	73.51(f), 73.52(f), 73.54(e)
Failed to include Department information on all proposals, invoices and written contracts	73.51(f), 73.52(f), 73.54(e)

Violation	Statute/Rule
Failed to conspicuously state the name and license number of the electrical contractor who will perform the installation in an agreement for sale or lease of a residential solar energy system that includes installation	1806.155(a)(2)
Failed to include a provision that any required permits or approvals will be obtained in a residential solar energy system sale or lease agreement that includes installation	1806.155(a)(3)
Failed to include a Right to Cancel provision in an agreement for sale or lease of a residential solar energy system that involves a third-party lender	1806.155(c)

Class B

Penalty: \$1,000 to \$3,500 and/or up to 1-year full suspension

Records Violations

Violation	Statute/Rule
Failed to maintain employee records and records of all work performed for four years	73.51(a)(2), 73.52(a)(2), 73.54(a)(2)

Insurance Violations

Violation	Statute/Rule
Failed to maintain the minimum general liability insurance	73.40(a)
Failed to provide a certificate of insurance to the Department upon request	73.40(b)
Failed to provide name of insurance carrier, policy number, name, address, and telephone number of agent to a customer upon request	73.40(d)
Failed to obtain insurance from an appropriate company	73.40(e)

Unlicensed Violations

Violation	Statute/Rule
Performed or offered to perform electrical work with an expired license	73.22(b), 73.23(d)
Provided instruction in a career and technology education program in an institute of higher learning with an expired master electrician, journeyman electrician, or residential wireman license.	1305.1575(e)

Improper Use of a License Violations

Violation	Statute/Rule
Used a license number not assigned to the contractor by the Department	73.22(d), 73.51(h), 73.52(h), 73.54(g)
Used a license belonging to another person	73.22(h)
Licensee allowed another person to use his license	73.22(h)

Class C

Penalty: \$2,000 to \$5,000 and/or plus one-year probated suspension up to revocation

Administrative Violations

Violation	Statute/Rule
Altered a license	73.22(f)
Failed to provide to the Department documentation of on-the-job training for an applicant	73.26(b)

Quality of Work Violations

Violation	Statute/Rule
Within a municipality, performed electrical work that was not in compliance with all applicable local ordinances	1305.201(d), 73.53, 73.60(a)
In an unincorporated area of the state, performed non-exempt electrical work that was not in compliance with the National Electrical Code adopted by the Department	1305.201(e), 73.53, 73.60(a), 73.100
Performed electrical work and failed to provide safe and proper installation and service	73.51(b)(1), 73.52(b)(1), 73.54(b)(1)
Performed electrical work and failed to assure electro-mechanical integrity of the work	73.51(b)(1), 73.52(b)(1), 73.54(b)(1)
Failed to supervise all licensees to assure compliance with applicable statutes, rules, and standards of conduct	73.51(g), 73.52(g), 73.54(f)
Failed to exercise reasonable judgment and skill	73.60(a)
Performed or offered to perform services for which the licensee was not qualified by education or experience	73.70(c)

Standard of Conduct Violations

Violation	Statute/Rule
Misrepresented the need for services, services to be provided, or services that have been provided	73.51(b)(2), 73.52(b)(2), 73.54(b)(2)
Made a fraudulent promise or false statement to influence, persuade, or induce contracting of services	73.51(b)(3), 73.52(b)(3), 73.54(b)(3)
Engaged in acts or practices that constitute dishonesty, misrepresentation, or fraud	73.60(b), 73.60(d)(3)
Engaged in acts or practices that constitute threats, coercion, or extortion	73.60(b)
Engaged in acts intending to evade the Act, rules, or standards adopted by the Commission	73.60(d)(1)
Furnished inaccurate, deceitful, or misleading information to the Department, a consumer, or other person	73.60(d)(2)
Failed to accurately and truthfully represent to client or employer the licensee's qualifications to perform the services to be rendered	73.70(b)
Evaded responsibility to a client or employer	73.70(d)
Agreed to perform services when significant financial or other interests were in conflict with obligation to render faithful discharge of services	73.70(e)(1)
Agreed to perform services when significant financial or other interests would impair independent judgment in rendering services	73.70(e)(2)
Failed to withdraw from employment when it became apparent that it was impossible to faithfully discharge duty and services owed the client or employer	73.70(f)
Failed to give reasonable notice of necessity of withdrawing from employment or services	73.70(f)
Engaged in advertising that was false, misleading, or deceptive	73.70(g)
Misrepresented the amount or extent of prior education or experience	73.70(h)
Held self out as being engaged in partnership or association with a person when the partnership or association did not exist	73.70(i)
Failed to cancel an agreement for the sale or lease of a residential solar energy system without penalty or further obligation as required by statute	1806.156

Unlicensed Violations

Violation	Statute/Rule
Performed or offered to perform electrical work without the appropriate license	1305.151, 1305.1575(d)
Provided instruction in a career and technology education program in an institute of higher learning without a master electrician, journeyman electrician, or residential wireman license.	1305.1575(e)
Designed an electrical system without the appropriate license	73.51(c), 73.52(c)
Subcontracted the design of an electrical system to an unlicensed person	73.51(c), 73.52(c)
Failed to ensure all electrical work was performed by licensed individuals	73.51(b)(4), 73.52(b)(4), 73.54(b)(4)
Failed to provide all electrical work through a licensed contractor	73.70(a)

Class D

Penalty: \$5,000 and/or revocation

Violation	Statute/Rule
Failed to comply with previous order of Commission or Executive Director	1305.251(2), 51.353(a), 60.23(a)(5)
Violated examination security requirements	60.54(a), 73.22(c)
Obtained or attempted to obtain a license by fraud or false representations	60.23(a)(1), 73.22(c)
Failed to pay the Department for a dishonored payment	60.82
Falsified any document submitted to the Department or Commission	60.23(a)(2), 73.22(c)
Permitted the use or display of a license by a person not authorized by law to use that license	60.23(a)(3)
Failed to cooperate with investigation of complaint	60.203(a)
Failed to make available to the Department all records, notices, or other documents requested	60.203(b), 73.51(a)(2), 73.52(a)(2), 73.54(a)(2)
Interfered with an investigation or threatened or intimidated a Department employee in connection with an investigation	60.203(c)
Failed to cooperate with an inspection	60.222
Restricted License holder failed to abide by conditions imposed on licensee	51.357(d), 73.71(a)

Violation	Statute/Rule
Restricted license supervisor failed to use reasonable care to ensure that the restricted license holder complies with conditions imposed on licensee	51.357(d), 73.71(b)

TRD-202603943
Courtney Arbour
Executive Director
Texas Department of Licensing and Regulation
Filed: September 9, 2026



Proposed Criminal Conviction Guidelines - Residential Solar Retailers and Solar Salespersons

The Texas Commission of Licensing and Regulation (Commission) provides this public notice that, at its regularly scheduled meeting held July 28, 2026, the Commission adopted to the Texas Department of Licensing and Regulation's (Department's) Criminal Conviction Guidelines for Residential Solar Retailers pursuant to Texas Occupations Code §53.025(a).

The Criminal Conviction Guidelines (guidelines) describe the process by which the Department determines whether a criminal conviction

renders an applicant an unsuitable candidate for the license, or whether a conviction warrants revocation or suspension of a license previously granted. The guidelines present the general factors that are considered in all cases and the reasons why particular crimes are considered to relate to each type of license issued by the Department.

The Texas Legislature enacted Senate Bill 1036, 89th Legislature, Regular Session (2025), which gave regulatory authority of Residential Solar Retailers to the Commission and Department.

The Residential Solar Retailers Workgroup assisted in the creation of the Criminal Conviction Guidelines on April 27, 2026. The Criminal Conviction Guidelines was presented to the Commission on July 28, 2026, and was adopted as recommended

A copy of the complete Criminal Conviction Guidelines is posted on the Department's website and may be obtained at www.tdlr.texas.gov.

Proposed Criminal Conviction Guidelines

RESIDENTIAL SOLAR RETAILERS AND SOLAR SALESPERSONS

Crimes involving deceit, fraud, misrepresentation, deceptive trade practices, deceptive business practices, tampering with records, or failure to comply with regulatory filing requirements.

Reasons:

1. Licensees have the means and the opportunity to practice deceit, fraud, and misrepresentation related to residential solar energy systems.
2. Licensees interact and work with adults, including the elderly, who may be particularly at risk for financial exploitation or abuse and unable to report or protect themselves from exploitation and abuse.
3. Licensees may advertise or otherwise make false representations about services, products, benefits, costs, and other matters related to residential solar energy systems.
4. A person with a predisposition and experience in committing false, misleading, or deceptive acts would pose a risk to the property of their customers and would have the opportunity to engage in further similar conduct.

Crimes involving prohibited sexual conduct.

Reasons:

1. Licensees have direct access to private residences and deal directly with the general public.
2. A person with a predisposition and experience committing these types of offenses would pose a risk to the public and provide an opportunity to engage in further similar conduct.

Crimes involving children, the elderly, or the disabled as victims.

Reasons:

1. Licensees deal directly with the general public, including the elderly, disabled, and children.
2. Licensees may interact directly with children, the elderly, or the disabled, who may be particularly at risk for exploitation or abuse.
3. A person with a predisposition and experience in committing these types of offenses would pose a risk to the public and provide an opportunity to engage in further similar conduct.

Crimes against property such as theft or burglary.

Reasons:

1. Licensees have access to private residences where they may come into direct contact with unattended property.
2. A person with the predisposition and experience in committing crimes against property would have the opportunity to engage in further similar conduct.

Crimes involving racketeering, organized crime, money laundering, tax evasion, or criminal influence.

Reasons:

1. Persons with the predisposition and experience in committing crimes depriving others of money or property through a criminal enterprise would have the opportunity to engage in further similar conduct.

Crimes against the person such as homicide, kidnapping, and assault.

Reasons:

1. Licensees have direct contact with persons at residences in situations that have potential for confrontational behavior.
2. A person with a predisposition for a violent response would pose a risk to the public and would provide an opportunity to engage in further similar conduct.

TRD-202603944
Courtney Arbour
Executive Director
Texas Department of Licensing and Regulation
Filed: September 9, 2026



Residential Solar Retailers Penalties and Sanctions

The Texas Commission of Licensing and Regulation (Commission) provides this public notice that at their regularly scheduled meeting held February 18, 2026, the Commission adopted the that at their regularly scheduled meeting held July 28, 2026, the Commission adopted the Texas Department of Licensing and Regulation's (Department) revised enforcement plan, which was established in compliance with Texas Occupations Code, §51.302(c).

The enforcement plan gives all license holders notice of the specific ranges of penalties and license sanctions that apply to specific alleged

violations of the statutes and rules enforced by the Department. The enforcement plan also presents the criteria that are considered by the Department's Enforcement staff in determining the amount of a proposed administrative penalty or the magnitude of a proposed sanction. The enforcement plan is revised to include the penalty matrix for the Residential Solar Retailers program.

The Texas Legislature enacted Senate Bill 1036, 89th Legislature, Regular Session (2025), which gave regulatory authority of Residential Solar Retailers to the Commission and Department.

The Residential Solar Retailers Workgroup assisted in the creation of the penalty matrix on January 21, 2026. The penalty matrix was presented to the Commission on July 28, 2026, and was adopted as recommended.

A copy of the revised enforcement plan is posted on the Department's website and may be downloaded at www.tdlr.texas.gov.

RESIDENTIAL SOLAR RETAILERS Penalties and Sanctions

Solar Retailer Penalties and Sanctions Solar Salesperson Penalties and Sanctions

Texas Occupations Code, Chapter 1806
16 Texas Administration Code, Chapter 71

Solar Retailer Assessment Penalties and Sanctions

Class A

Penalty Range: Warning letter to \$1,000

Registration and Notification Violations

Violation	Statute/Rule
Failed to obtain a solar retailer registration before employing or contracting for services of an individual to engage in residential solar retail for the solar retailer.	1806.102; 71.21(a)
Failed to renew annual solar retailer registration.	71.23
Failed promptly to notify the Department of authorized solar salesperson or changes thereof.	1806.151(2)
Failed to notify the Department within 30 days of a change in registrant's name, address, phone number, or e-mail address.	71.26(a)
Failed to notify the Department of a change in controlling ownership of solar retailer.	71.25(a)

Prohibited Act Violations

Violation	Statute/Rule
Failed to maintain a copy of any solar contract, signed disclosure form, and any related records for the duration of the term of the contract plus five years thereafter.	1806.051(1); 71.50(d)

Violation	Statute/Rule
Solicited a residence with no solicitation signage posted (retailer and salesperson)	1806.152(b); 71.50(a), 71.52(b)(3)

Class B

Penalty: \$1,000 to \$3,500 and/or up to 1-year full suspension

Code of Conduct Violations

Violation	Statute/Rule
Failed to cooperate and furnish requested documentation to the Department during an investigation or upon request.	71.50(f)
Failed to supervise solar salesperson acting on retailer's behalf.	71.50(b)
Failed adequately to train solar salespersons.	71.50(b)(2)
Failed to take reasonable steps to remedy any effects on a consumer when a violation of the Act by a salesperson becomes known to the solar retailer.	71.50(b)(4)
Failed promptly to respond to reasonable consumer inquiries concerning solar contracts.	71.50(e)(1)
Failed to furnish the consumer or the consumer's designated representative a copy of the solar contract, upon request.	71.50(e)(3)
Failed to provide educational brochure to consumer at least 24 hours before the consumer signs a solar contract.	1806.051(b)(2); 71.43(b)
Failed to furnish consumer with the solar salesperson's name, department-issued registration number, and supervising solar retailer's name and department-issued registration number, upon request.	71.50(e)(2) 71.51(c)

Insurance Violations

Violation	Statute/Rule
Failed to maintain the minimum general or professional liability insurance.	1806.051(b)(4); 71.22(a)
Failed to obtain general or professional liability insurance from an acceptable insurer.	1806.051(b)(4); 71.22 (b)(1)
Failed to maintain general or professional liability insurance that named the Department as an interested party or covered liability to consumers arising from the acts of the solar retailer or solar salesperson who was acting on the solar retailer's behalf.	1806.051(b)(4); 71.22 (b)(2), (3)

Violation	Statute/Rule
Failed to notify the Department in writing of any lapse or change in insurance coverage.	1806.051(b)(4); 71.22(c)

Unregistered Activity Violations

Violation	Statute/Rule
Employed or contracted with an individual to engage in solar retail on its behalf that was not registered as a solar salesperson.	71.50(b)(3)

Contract Requirements Violations

Violation	Statute/Rule
Failed to provide a solar contract or provided a solar contract not in compliance with one or more of the following: -written in English - printed in clear, understandable, easy-to-read language -stated the name, address, and registration number of the solar retailer and solar salesperson -stated the name and license number of the installer, or a list of names and license numbers of electrical contractors from which the installer will be selected.	71.40(a)(1)-(3),(5); 71.50(b)(1)(A)
At the time the contract agreement is signed, the solar retailer or licensed electrical contractor failed to provide the consumer a printed or electronic copy of the completed solar agreement.	71.40(b)
Failed to mail a printed copy of the solar agreement to the consumer the next business day after the solar agreement was signed and an electronic copy of the agreement was provided to the consumer.	71.40(b)(2)

Class C

Penalty: \$2,000 to \$5,000 plus 1-year probated suspension up to revocation

Code of Conduct Violations

Violation	Statute/Rule
Failure to process timely a consumer request to cancel including arranging the removal of any installed equipment and refunding any monies advanced by the consumer.	71.50(c)
Failed promptly to respond to consumer inquiries concerning a solar contract.	71.50(e)(1)

Violation	Statute/Rule
Failed materially to comply with the terms of the solar contract.	71.52(e)
Failed to conduct business with honesty, integrity and fair dealing.	71.51(c)

Unregistered Violations

Violation	Statute/Rule
Caused the installation of a residential solar energy system to be performed by a person who is not a licensed electrical contractor.	1806.201(5); 71.52(c)(1)

Contract Violations

Violation	Statute/Rule
Failed to allow a consumer to cancel the contract without penalty or further obligation when notice was provided before the 5 th business day after the date of the solar contract	1806.156(b); 71.42(a)
Failed to provide consumer with a complete disclosure form signed by both the consumer and solar salesperson.	71.41(a)
Failed to include in the contract a consumer notice in 14 pt., bold and capitalized font of the right to cancel within five business days and the mailing or email address that the notice may be sent.	1806.156; 71.40(a)(7), 71.42(b),
Failed to provide a solar contract that included one or more of the following: -provide that the installer will be a Texas-licensed electrical contractor -provide that any permit required by a government entity for installation will be obtained by the solar retailer or installer -if applicable, approval by the electric utility, electric cooperative, or municipally owned utility serving the consumer's personal residence of the interconnection of the residential solar energy system -if applicable, a provision requiring the third-party lender to cancel the lending agreement if the consumer exercises their right to cancel	71.40(a)(4),(6),(8)

Prohibited Acts Violations

Violation	Statute/Rule
Failed to take reasonable steps to correct a consumer's misunderstanding of a matter related to the solar contract.	71.52(a)
Made false statements or misrepresentations, either orally, electronically or in writing, regarding a term of the solar contract or transaction.	71.52(a)
Falsely represented that the solar retailer or salesperson is a representative of a utility, electric cooperative, or municipally owned utility.	71.52(b)(1)
Stated that the consumer will be eligible for tax incentives without simultaneously advising the consumer to seek tax advice from a qualified independent professional.	71.52(b)(2)
Violated, attempted to violate or conspired to violate the Residential Solar Retailer Act, (Occupations Code, Chapter 1806), 16 TAC, Chapter 71, the Texas Deceptive Trade Practices Act (Business & Commerce Code, Chapter 17), Sale and Leasing of Distributed Renewable Generation Resources (Business & Commerce Code, Chapter 115), the Truth in Lending Act (15 U.S.C. § 1601, <i>et. seq.</i>)	71.52(c)(3)

Class D

Penalty: \$5,000 and/or revocation

Violations

Violation	Statute/Rule
Obtains or attempts to obtain a license by fraud or false representation	60.23(a)(1)
Failed to comply with previous order of Commission or Executive Director	51.353(a); 60.23(a)(5); 71.50(a). 71.51(a)
Falsified a document or made a material misrepresentation in an application or other document submitted to the Department or Commission	60.23(a)(2); 71.52(c)(2)
Permits the use or display of a license by a person not authorized to use that license	60.23(a)(3)
Failed to cooperate with the Department regarding an inspection or investigation.	60.203(c); 71.50(f)
Failed to pay the Department for a dishonored payment or processing fee	60.82

Violation	Statute/Rule
Interfered with an investigation; threatened or intimidated a Department employee in connection with an investigation	60.203(c)

Solar Salesperson Penalties and Sanctions

Class A

Penalty Range: Warning letter to \$1,000

Registration and Notification Violations

Violation	Statute/Rule
Failed to obtain a solar salesperson registration before engaging in residential solar retail transactions.	1806.101; 71.24(a)
Failed to renew annual solar salesperson registration.	71.25(a)
Failed to notify the Department within 30 days of a change in registrant's name, address, phone number, or e-mail address.	71.26(a)

Unregistered Activity Violations

Violation	Statute/Rule
Failed to operate under the supervision of a registered solar retailer when engaging in residential solar retail.	1806.101(1); 71.52(d)

Prohibited Acts Violations

Violation	Statute/Rule
Solicited a residence with no solicitation signage posted (retailer and salesperson)	1806.152(b); 71.50(a), 71.52(b)(3)

Class B

Penalty: \$1,000 to \$3,500 and/or up to 1-year full suspension

Code of Conduct Violations

Violation	Statute/Rule
Failed to provide educational brochure to consumer at least 24 hours before the consumer signs a solar contract.	1806.051(b)(2); 71.43(b)
Failed to furnish consumer with the solar salesperson's name, department-issued registration number, and supervising solar retailer's name and department-issued registration number, upon request.	71.50(e)(2) 71.51(c)

Unregistered Activity Violations

Violation	Statute/Rule
Employed or contracted with an individual to engage in solar retail on its behalf that was not registered as a solar salesperson.	71.50(b)(3)

Class C

Penalty: \$2,000 to \$5,000 plus 1-year probated suspension up to revocation

Code of Conduct Violations

Violation	Statute/Rule
Failed to conduct business with honesty, integrity and fair dealing.	71.51(c)

Unregistered Violations

Violation	Statute/Rule
Caused the installation of a residential solar energy system to be performed by a person who is not a licensed electrical contractor.	1806.201(5); 71.52(c)(1)

Prohibited Acts Violations

Violation	Statute/Rule
Failed to take reasonable steps to correct a consumer's misunderstanding of a matter related to the solar contract.	71.52(a)
Made false statements or misrepresentations, either orally, electronically or in writing, regarding a term of the solar contract or transaction.	71.52(a)

Violation	Statute/Rule
Falsely represented that the solar retailer or salesperson is a representative of a utility, electric cooperative, or municipally owned utility.	71.52(b)(1)
Stated that the consumer will be eligible for tax incentives without simultaneously advising the consumer to seek tax advice from a qualified independent professional.	71.52(b)(2)
Violated, attempted to violate or conspired to violate the Residential Solar Retailer Act, (Occupations Code, Chapter 1806), 16 TAC, Chapter 71, the Texas Deceptive Trade Practices Act (Business & Commerce Code, Chapter 17), Sale and Leasing of Distributed Renewable Generation Resources (Business & Commerce Code, Chapter 115), the Truth in Lending Act (15 U.S.C. § 1601, <i>et. seq.</i>)	71.52(c)(3)

Class D

Penalty: \$5,000 and/or revocation

Violations

Violation	Statute/Rule
Obtains or attempts to obtain a license by fraud or false representation	60.23(a)(1)
Failed to comply with previous order of Commission or Executive Director	51.353(a); 60.23(a)(5); 71.50(a). 71.51(a)
Falsified a document or made a material misrepresentation in an application or other document submitted to the Department or Commission	60.23(a)(2); 71.52(c)(2)
Permits the use or display of a license by a person not authorized to use that license	60.23(a)(3)
Failed to cooperate with the Department regarding an inspection or investigation.	60.203(c); 71.50(f)
Failed to pay the Department for a dishonored payment or processing fee	60.82
Interfered with an investigation; threatened or intimidated a Department employee in connection with an investigation	60.203(c)

TRD-202603945
Courtney Arbour
Executive Director
Texas Department of Licensing and Regulation
Filed: September 9, 2026

◆ ◆ ◆

Scratch Ticket Game Number 2788 "LADY LUCK"

1.0 Name and Style of Scratch Ticket Game.

A. The name of Scratch Ticket Game No. 2788 is "LADY LUCK".
The play style is "key number match".

1.1 Price of Scratch Ticket Game.

A. The price for Scratch Ticket Game No. 2788 shall be \$20.00 per Scratch Ticket.

1.2 Definitions in Scratch Ticket Game No. 2788.

A. Display Printing - That area of the Scratch Ticket outside of the area where the overprint and Play Symbols appear.

B. Latex Overprint - The removable scratch-off covering over the Play Symbols on the front of the Scratch Ticket.

C. Play Symbol - The printed data under the latex on the front of the Scratch Ticket that is used to determine eligibility for a prize. Each Play Symbol is printed in Symbol font in black ink in positive except for dual-image games. The possible black Play Symbols are: 01, 03, 04, 06, 07, 08, 09, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42,

43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, CHERRY SYMBOL, MOON SYMBOL, LEMON SYMBOL, COIN SYMBOL, CLUB SYMBOL, WATERMELON SYMBOL, HEART SYMBOL, DIAMOND SYMBOL, ELEPHANT SYMBOL, BANANA SYMBOL, RAINBOW SYMBOL, SUN SYMBOL, HORSESHOE SYMBOL, 2X SYMBOL, 5X SYMBOL, 10X SYMBOL, \$20.00, \$50.00, \$100, \$200, \$500, \$2,000, \$5,000, \$20,000 and \$1,000,000.

D. Play Symbol Caption - The printed material appearing below each Play Symbol which explains the Play Symbol. One caption appears under each Play Symbol and is printed in caption font in black ink in positive. The Play Symbol Caption which corresponds with and verifies each Play Symbol is as follows:

Figure 1: GAME NO. 2788 - 1.2D

PLAY SYMBOL	CAPTION
01	ONE
03	THR
04	FOR
06	SIX
07	SVN
08	EGT
09	NIN
11	ELV
12	TLV
13	TRN
14	FTN
15	FFN
16	SXN
17	SVT
18	ETN
19	NTN
20	TWY
21	TWON
22	TWTO
23	TWTH
24	TWFR
25	TWV
26	TWSX
27	TWSV
28	TWET
29	TWNI
30	TRTY

31	TRON
32	TRTO
33	TRTH
34	TRFR
35	TRFV
36	TRSX
37	TRSV
38	TRET
39	TRNI
40	FRTY
41	FRON
42	FRTO
43	FRTH
44	FRFR
45	FRFV
46	FRSX
47	FRSV
48	FRET
49	FRNI
50	FFTY
51	FFON
52	FFTO
53	FFTH
54	FFFR
55	FFFV
CHERRY SYMBOL	CHERRY
MOON SYMBOL	MOON
LEMON SYMBOL	LEMON
COIN SYMBOL	COIN

CLUB SYMBOL	CLUB
WATERMELON SYMBOL	MELON
HEART SYMBOL	HEART
DIAMOND SYMBOL	DIAMND
ELEPHANT SYMBOL	ELPHT
BANANA SYMBOL	BANANA
RAINBOW SYMBOL	RAINBW
SUN SYMBOL	SUN
HORSESHOE SYMBOL	WIN\$
2X SYMBOL	DBL
5X SYMBOL	WINX5
10X SYMBOL	WINX10
\$20.00	TWY\$
\$50.00	FFTY\$
\$100	ONHN
\$200	TOHN
\$500	FVHN
\$2,000	TOTH
\$5,000	FVTH
\$20,000	20TH
\$1,000,000	TPPZ

E. Serial Number - A unique thirteen (13) digit number appearing under the latex scratch-off covering on the front of the Scratch Ticket. The Serial Number is for validation purposes and cannot be used to play the game. The format will be: 0000000000000.

F. Bar Code - A twenty-four (24) character interleaved two (2) of five (5) Bar Code which will include a four (4) digit game ID, the seven (7) digit Pack number, the three (3) digit Ticket number and the ten (10) digit Validation Number. The Bar Code appears on the back of the Scratch Ticket.

G. Game-Pack-Ticket Number - A fourteen (14) digit number consisting of the four (4) digit game number (2788), a seven (7) digit Pack number, and a three (3) digit Ticket number. Ticket numbers start with 001 and end with 025 within each Pack. The format will be: 2788-0000001-001.

H. Pack - A Pack of the "LADY LUCK" Scratch Ticket Game contains 025 Tickets, packed in plastic shrink-wrapping and fanfolded in pages

of one (1). The front of Ticket 001 will be shown on the front of the Pack; the back of Ticket 025 will be revealed on the back of the Pack. All Packs will be tightly shrink-wrapped. There will be no breaks between the Tickets in a Pack. Every other Pack will reverse i.e., reverse order will be: the back of Ticket 001 will be shown on the front of the Pack and the front of Ticket 025 will be shown on the back of the Pack.

I. Non-Winning Scratch Ticket - A Scratch Ticket which is not programmed to be a winning Scratch Ticket or a Scratch Ticket that does not meet all of the requirements of these Game Procedures, the State Lottery Act (Texas Government Code, Chapter 466), and applicable rules adopted by the Texas Lottery pursuant to the State Lottery Act and referenced in 16 TAC, Chapter 140.

J. Scratch Ticket Game, Scratch Ticket or Ticket - Texas Lottery "LADY LUCK" Scratch Ticket Game No. 2788.

2.0 Determination of Prize Winners. The determination of prize winners is subject to the general Scratch Ticket validation requirements set

forth in Texas Lottery Rule 140.302, Scratch Ticket Game Rules, these Game Procedures, and the requirements set out on the back of each Scratch Ticket. A prize winner in the "LADY LUCK" Scratch Ticket Game is determined once the latex on the Scratch Ticket is scratched off to expose seventy-five (75) Play Symbols. BONUS: If the player reveals 2 matching Play Symbols in the same BONUS play area, the player wins the prize for that BONUS play area. LADY LUCK: If the player matches any of the YOUR NUMBERS Play Symbols to any of the WINNING NUMBERS Play Symbols, the player wins the prize for that number. If the player reveals a "HORSESHOE" Play Symbol, the player wins the prize for that symbol instantly. If the player reveals a "2X" Play Symbol, the player wins DOUBLE the prize for that symbol. If the player reveals a "5X" Play Symbol, the player wins 5 TIMES the prize for that symbol. If the player reveals a "10X" Play Symbol, the player wins 10 TIMES the prize for that symbol. No portion of the Display Printing nor any extraneous matter whatsoever shall be usable or playable as a part of the Scratch Ticket.

2.1 Scratch Ticket Validation Requirements.

A. To be a valid Scratch Ticket, all of the following requirements must be met:

1. Exactly seventy-five (75) Play Symbols must appear under the Latex Overprint on the front portion of the Scratch Ticket;
2. Each of the Play Symbols must have a Play Symbol Caption underneath, unless specified, and each Play Symbol must agree with its Play Symbol Caption;
3. Each of the Play Symbols must be present in its entirety and be fully legible;
4. Each of the Play Symbols must be printed in black ink except for dual image games;
5. The Scratch Ticket shall be intact;
6. The Serial Number and Game-Pack-Ticket Number must be present in their entirety and be fully legible;
7. The Serial Number must correspond, using the Texas Lottery's codes, to the Play Symbols on the Scratch Ticket;
8. The Scratch Ticket must not have a hole punched through it, be mutilated, altered, unreadable, reconstituted or tampered with in any manner;
9. The Scratch Ticket must not be counterfeit in whole or in part;
10. The Scratch Ticket must have been issued by the Texas Lottery in an authorized manner;
11. The Scratch Ticket must not have been stolen, nor appear on any list of omitted Scratch Tickets or non-activated Scratch Tickets on file at the Texas Lottery;
12. The Play Symbols, Serial Number and Game-Pack-Ticket Number must be right side up and not reversed in any manner;
13. The Scratch Ticket must be complete and not miscut, and have exactly seventy-five (75) Play Symbols under the Latex Overprint on the front portion of the Scratch Ticket, exactly one Serial Number and exactly one Game-Pack-Ticket Number on the Scratch Ticket;
14. The Serial Number of an apparent winning Scratch Ticket shall correspond with the Texas Lottery's Serial Numbers for winning Scratch Tickets, and a Scratch Ticket with that Serial Number shall not have been paid previously;
15. The Scratch Ticket must not be blank or partially blank, misregistered, defective or printed or produced in error;

16. Each of the seventy-five (75) Play Symbols must be exactly one of those described in Section 1.2.C of these Game Procedures;

17. Each of the seventy-five (75) Play Symbols on the Scratch Ticket must be printed in the Symbol font and must correspond precisely to the artwork on file at the Texas Lottery; the Scratch Ticket Serial Numbers must be printed in the Serial font and must correspond precisely to the artwork on file at the Texas Lottery; and the Game-Pack-Ticket Number must be printed in the Game-Pack-Ticket Number font and must correspond precisely to the artwork on file at the Texas Lottery;

18. The Display Printing on the Scratch Ticket must be regular in every respect and correspond precisely to the artwork on file at the Texas Lottery; and

19. The Scratch Ticket must have been received by the Texas Lottery by applicable deadlines.

B. The Scratch Ticket must pass all additional validation tests provided for in these Game Procedures, the Texas Lottery's Rules governing the award of prizes of the amount to be validated, and any confidential validation and security tests of the Texas Lottery.

C. Any Scratch Ticket not passing all of the validation requirements is void and ineligible for any prize and shall not be paid. However, the Executive Director of the Texas Lottery ("Executive Director") may, solely at the Executive Director's discretion, refund the retail sales price of the Scratch Ticket. In the event a defective Scratch Ticket is purchased, the only responsibility or liability of the Texas Lottery shall be to replace the defective Scratch Ticket with another unplayed Scratch Ticket in that Scratch Ticket Game (or a Scratch Ticket of equivalent sales price from any other current Texas Lottery Scratch Ticket Game) or refund the retail sales price of the Scratch Ticket, solely at the Executive Director's discretion.

2.2 Programmed Game Parameters.

A. GENERAL: Consecutive Non-Winning Tickets within a Pack will not have matching patterns, in the same order, of either Play Symbols or Prize Symbols.

B. GENERAL: A Ticket can win as indicated by the prize structure.

C. GENERAL: A Ticket can win up to thirty-three (33) times.

D. GENERAL: The "2X" (DBL), "5X" (WINX5), "10X" (WINX10) and "HORSESHOE" (WIN\$) Play Symbols will never appear in any of the three (3) BONUS play areas.

E. BONUS: A Ticket can win up to one (1) time in each of the three (3) BONUS play areas.

F. BONUS: Each BONUS play area will consist of two (2) Play Symbols and one (1) Prize Symbol.

G. BONUS: A Ticket will not have matching, non-winning Play Symbols across the three (3) BONUS play areas.

H. BONUS: A winning Ticket will have two (2) matching Play Symbols in the same BONUS play area.

I. BONUS: Non-winning Play Symbols in a BONUS play area will not be the same as winning Play Symbols from another BONUS play area.

J. BONUS: A non-winning BONUS play area will have two (2) different Play Symbols.

K. BONUS: Non-winning Prize Symbols will never appear more than one (1) time across the BONUS play areas.

L. BONUS: Non-winning Prize Symbols will never be the same as the winning Prize Symbol(s) from another BONUS play area.

M. LADY LUCK: A Ticket can win up to thirty (30) times in the main play area.

N. LADY LUCK: All non-winning YOUR NUMBERS Play Symbols will be different.

O. LADY LUCK: Non-winning Prize Symbols will not match a winning Prize Symbol on a Ticket.

P. LADY LUCK: All WINNING NUMBERS Play Symbols will be different.

Q. LADY LUCK: Tickets winning more than one (1) time will use as many WINNING NUMBERS Play Symbols as possible to create matches, unless restricted by other parameters, play action or prize structure.

R. LADY LUCK: On all Tickets, a Prize Symbol will not appear more than five (5) times, except as required by the prize structure to create multiple wins.

S. LADY LUCK: On Non-Winning Tickets, a WINNING NUMBERS Play Symbol will never match a YOUR NUMBERS Play Symbol.

T. LADY LUCK: All YOUR NUMBERS Play Symbols will never equal the corresponding Prize Symbol (i.e., 20 and \$20 and 50 and \$50).

U. LADY LUCK: On winning and Non-Winning Tickets, the top cash prizes of \$2,000, \$5,000, \$20,000 and \$1,000,000 will each appear at least one (1) time, except on Tickets winning thirty-three (33) times and with respect to other parameters, play action or prize structure.

V. LADY LUCK: The "HORSESHOE" (WIN\$) Play Symbol will never appear as a WINNING NUMBERS Play Symbol.

W. LADY LUCK: The "HORSESHOE" (WIN\$) Play Symbol will win the prize for that Play Symbol.

X. LADY LUCK: The "HORSESHOE" (WIN\$) Play Symbol will never appear more than one (1) time on a Ticket.

Y. LADY LUCK: The "HORSESHOE" (WIN\$) Play Symbol will never appear on a Non-Winning Ticket.

Z. LADY LUCK: The "HORSESHOE" (WIN\$) Play Symbol will never appear on the same Ticket as the "2X" (DBL), "5X" (WINX5) or "10X" (WINX10) Play Symbols.

AA. LADY LUCK: On Tickets winning with the "HORSESHOE" (WIN\$) Play Symbol, the YOUR NUMBERS Play Symbols will not match any of the WINNING NUMBERS Play Symbols.

BB. LADY LUCK: The "2X" (DBL) Play Symbol will never appear as a WINNING NUMBERS Play Symbol.

CC. LADY LUCK: The "2X" (DBL) Play Symbol will never appear on a Non-Winning Ticket.

DD. LADY LUCK: The "2X" (DBL) Play Symbol will win DOUBLE the prize for that Play Symbol and will win as per the prize structure.

EE. LADY LUCK: The "2X" (DBL) Play Symbol will never appear more than one (1) time on a Ticket.

FF. LADY LUCK: The "5X" (WINX5) Play Symbol will never appear as a WINNING NUMBERS Play Symbol.

GG. LADY LUCK: The "5X" (WINX5) Play Symbol will never appear on a Non-Winning Ticket.

HH. LADY LUCK: The "5X" (WINX5) Play Symbol will win 5 TIMES the prize for that Play Symbol and will win as per the prize structure.

II. LADY LUCK: The "5X" (WINX5) Play Symbol will never appear more than one (1) time on a Ticket.

JJ. LADY LUCK: The "10X" (WINX10) Play Symbol will never appear as a WINNING NUMBERS Play Symbol.

KK. LADY LUCK: The "10X" (WINX10) Play Symbol will never appear on a Non-Winning Ticket.

LL. LADY LUCK: The "10X" (WINX10) Play Symbol will win 10 TIMES the prize for that Play Symbol and will win as per the prize structure.

MM. LADY LUCK: The "10X" (WINX10) Play Symbol will never appear more than one (1) time on a Ticket.

2.3 Procedure for Claiming Prizes.

A. To claim a "LADY LUCK" Scratch Ticket Game prize of \$20.00, \$50.00, \$100, \$200 or \$500, a claimant shall sign the back of the Scratch Ticket in the space designated on the Scratch Ticket and may present the winning Scratch Ticket to any Texas Lottery Retailer. The Texas Lottery Retailer shall verify the claim and, if valid, and upon presentation of proper identification, if appropriate, make payment of the amount due the claimant and physically void the Scratch Ticket; provided that the Texas Lottery Retailer may, but is not required, to pay a \$50.00, \$100, \$200 or \$500 Scratch Ticket Game. In the event the Texas Lottery Retailer cannot verify the claim, the Texas Lottery Retailer shall provide the claimant with a claim form and instruct the claimant on how to file a claim with the Texas Lottery. If the claim is validated by the Texas Lottery, a check shall be forwarded to the claimant in the amount due. In the event the claim is not validated, the claim shall be denied, and the claimant shall be notified promptly. A claimant may also claim any of the above prizes under the procedure described in Section 2.3.B and Section 2.3.C of these Game Procedures.

B. To claim a "LADY LUCK" Scratch Ticket Game prize of \$2,000, \$5,000, \$20,000 or \$1,000,000, the claimant must sign the winning Scratch Ticket and may present it at one of the Texas Lottery's Claim Centers. If the claim is validated by the Texas Lottery, payment will be made to the bearer of the validated winning Scratch Ticket for that prize upon presentation of proper identification. When paying a prize of \$600 or more, the Texas Lottery shall file the appropriate income reporting form with the Internal Revenue Service (IRS) and shall withhold federal income tax at a rate set by the IRS if required. In the event that the claim is not validated by the Texas Lottery, the claim shall be denied, and the claimant shall be notified promptly.

C. As an alternative method of claiming a "LADY LUCK" Scratch Ticket Game prize, the claimant may submit the signed winning Scratch Ticket and a thoroughly completed claim form via mail. If a prize value is \$1,000,000 or more, the claimant must also provide proof of Social Security number or Taxpayer Identification (for U.S. Citizens or Resident Aliens). Mail all to: Texas Lottery, P.O. Box 16600, Austin, Texas 78761-6600. The Texas Lottery is not responsible for Scratch Tickets lost in the mail. In the event that the claim is not validated by the Texas Lottery, the claim shall be denied, and the claimant shall be notified promptly.

D. Prior to payment by the Texas Lottery of any prize, the Texas Lottery shall deduct the amount of a delinquent tax or other money from the winnings of a prize winner who has been finally determined to be:

1. delinquent in the payment of a tax or other money to a state agency and that delinquency is reported to the Comptroller under Government Code §403.055;
2. in default on a loan made under Chapter 52, Education Code;

3. in default on a loan guaranteed under Chapter 57, Education Code; or

4. delinquent in child support payments in the amount determined by a court or a Title IV-D agency under Chapter 231, Family Code.

E. If a person is indebted or owes delinquent taxes to the State, other than those specified in the preceding paragraph, the winnings of a person shall be withheld until the debt or taxes are paid.

2.4 Allowance for Delay of Payment. The Texas Lottery may delay payment of the prize pending a final determination by the Executive Director, under any of the following circumstances:

A. if a dispute occurs, or it appears likely that a dispute may occur, regarding the prize;

B. if there is any question regarding the identity of the claimant;

C. if there is any question regarding the validity of the Scratch Ticket presented for payment; or

D. if the claim is subject to any deduction from the payment otherwise due, as described in Section 2.3.D of these Game Procedures. No liability for interest for any delay shall accrue to the benefit of the claimant pending payment of the claim.

2.5 Payment of Prizes to Persons Under 18. If a person under the age of 18 years is entitled to a cash prize under \$600 from the "LADY LUCK" Scratch Ticket Game, the Texas Lottery shall deliver to an adult member of the minor's family or the minor's guardian a check or warrant in the amount of the prize payable to the order of the minor.

2.6 If a person under the age of 18 years is entitled to a cash prize of \$600 or more from the "LADY LUCK" Scratch Ticket Game, the Texas Lottery shall deposit the amount of the prize in a custodial bank account, with an adult member of the minor's family or the minor's guardian serving as custodian for the minor.

2.7 Scratch Ticket Claim Period. All Scratch Ticket prizes must be claimed within 180 days following the end of the Scratch Ticket Game

or within the applicable time period for certain eligible military personnel as set forth in Texas Government Code §466.408. Any rights to a prize that is not claimed within that period, and in the manner specified in these Game Procedures and on the back of each Scratch Ticket, shall be forfeited.

2.8 Disclaimer. The number of prizes in a game is approximate based on the number of Scratch Tickets ordered. The number of actual prizes available in a game may vary based on number of Scratch Tickets manufactured, testing, distribution, sales and number of prizes claimed. A Scratch Ticket Game may continue to be sold even when all the top prizes have been claimed.

3.0 Scratch Ticket Ownership.

A. Until such time as a signature is placed upon the back portion of a Scratch Ticket in the space designated, a Scratch Ticket shall be owned by the physical possessor of said Scratch Ticket. When a signature is placed on the back of the Scratch Ticket in the space designated, the player whose signature appears in that area shall be the owner of the Scratch Ticket and shall be entitled to any prize attributable thereto. Notwithstanding any name or names submitted on a claim form, the Executive Director shall make payment to the player whose signature appears on the back of the Scratch Ticket in the space designated. If more than one name appears on the back of the Scratch Ticket, the Executive Director will require that one of those players whose name appears thereon be designated by such players to receive payment.

B. The Texas Lottery shall not be responsible for lost or stolen Scratch Tickets and shall not be required to pay on a lost or stolen Scratch Ticket.

4.0 Number and Value of Scratch Prizes. There will be approximately 6,000,000 Scratch Tickets in Scratch Ticket Game No. 2788. The approximate number and value of prizes in the game are as follows:

Figure 2: GAME NO. 2788 - 4.0

Prize Amount	Approximate Number of Winners*	Approximate Odds are 1 in **
\$20.00	576,000	10.42
\$50.00	528,000	11.36
\$100	336,000	17.86
\$200	59,000	101.69
\$500	3,750	1,600.00
\$2,000	100	60,000.00
\$5,000	40	150,000.00
\$20,000	20	300,000.00
\$1,000,000	4	1,500,000.00

*The number of prizes in a game is approximate based on the number of tickets ordered. The number of actual prizes available in a game may vary based on number of tickets manufactured, testing, distribution, sales and number of prizes claimed.

**The overall odds of winning a prize are 1 in 3.99. The individual odds of winning for a particular prize level may vary based on sales, distribution, testing, and number of prizes claimed.

A. The actual number of Scratch Tickets in the game may be increased or decreased at the sole discretion of the Texas Lottery.

5.0 End of the Scratch Ticket Game. The Executive Director may, at any time, announce a closing date (end date) for the Scratch Ticket Game No. 2788 without advance notice, at which point no further Scratch Tickets in that game may be sold. The determination of the closing date and reasons for closing will be made in accordance with the Scratch Ticket closing procedures and the Scratch Ticket Game Rules. See 16 TAC §140.302(j).

6.0 Governing Law. In purchasing a Scratch Ticket, the player agrees to comply with, and abide by, these Game Procedures for Scratch Ticket Game No. 2788, the State Lottery Act (Texas Government Code, Chapter 466), applicable rules adopted by the Texas Lottery pursuant to the State Lottery Act and referenced in 16 TAC, Chapter 140, and all final decisions of the Executive Director.

TRD-202603973
Deanne Rienstra
General Counsel
Texas Department of Licensing and Regulation
Filed: September 14, 2026



Scratch Ticket Game Number 2789 "CA\$H EXPLOSION®"

1.0 Name and Style of Scratch Ticket Game.

A. The name of Scratch Ticket Game No. 2789 is "CA\$H EXPLOSION®". The play style is "multiple games".

1.1 Price of Scratch Ticket Game.

A. The price for Scratch Ticket Game No. 2789 shall be \$50.00 per Scratch Ticket.

1.2 Definitions in Scratch Ticket Game No. 2789.

A. Display Printing - That area of the Scratch Ticket outside of the area where the overprint and Play Symbols appear.

B. Latex Overprint - The removable scratch-off covering over the Play Symbols on the front of the Scratch Ticket.

C. Play Symbol - The printed data under the latex on the front of the Scratch Ticket that is used to determine eligibility for a prize. Each Play Symbol is printed in Symbol font in black ink in positive except for dual-image games. The possible black Play Symbols are: \$50.00, \$100, \$200, \$300, \$500, \$1,000, \$5,000, \$1,000,000, CHERRY SYMBOL, MOON SYMBOL, LEMON SYMBOL, COIN SYMBOL, CLUB SYMBOL, WATERMELON SYMBOL, HEART SYMBOL, DIAMOND SYMBOL, ELEPHANT SYMBOL, BANANA SYMBOL, RAINBOW SYMBOL, SUN SYMBOL, HORSESHOE SYMBOL, ANCHOR SYMBOL, SAILBOAT SYMBOL, LIGHTNING BOLT SYMBOL, HAT SYMBOL, BOOT SYMBOL, BIRD SYMBOL, UMBRELLA SYMBOL, MONEY BAG SYMBOL, 01, 03, 04, 06, 07, 08, 09, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40,

41, 42, 43, 44, 45, 46, 47, 48, 49, TREASURE CHEST SYMBOL, 2X SYMBOL, 5X SYMBOL and 10X SYMBOL.

D. Play Symbol Caption - The printed material appearing below each Play Symbol which explains the Play Symbol. One caption appears

under each Play Symbol and is printed in caption font in black ink in positive. The Play Symbol Caption which corresponds with and verifies each Play Symbol is as follows:

Figure 1: GAME NO. 2789 - 1.2D

PLAY SYMBOL	CAPTION
\$50.00	FFTY\$
\$100	ONHN
\$200	TOHN
\$300	THHN
\$500	FVHN
\$1,000	ONTH
\$5,000	FVTH
\$1,000,000	TPPZ
CHERRY SYMBOL	CHERRY
MOON SYMBOL	MOON
LEMON SYMBOL	LEMON
COIN SYMBOL	COIN
CLUB SYMBOL	CLUB
WATERMELON SYMBOL	MELON
HEART SYMBOL	HEART
DIAMOND SYMBOL	DIAMND
ELEPHANT SYMBOL	ELPHT
BANANA SYMBOL	BANANA
RAINBOW SYMBOL	RAINBW
SUN SYMBOL	SUN
HORSESHOE SYMBOL	HRSHOE
ANCHOR SYMBOL	ANCHOR
SAILBOAT SYMBOL	BOAT
LIGHTNING BOLT SYMBOL	BOLT
HAT SYMBOL	HAT
BOOT SYMBOL	BOOT
BIRD SYMBOL	BIRD

UMBRELLA SYMBOL	UMBRLA
MONEY BAG SYMBOL	WIN\$
01	ONE
03	THR
04	FOR
06	SIX
07	SVN
08	EGT
09	NIN
11	ELV
12	TLV
13	TRN
14	FTN
15	FFN
16	SXN
17	SVT
18	ETN
19	NTN
20	TWY
21	TWON
22	TWTO
23	TWTH
24	TWFR
25	TWFV
26	TWSX
27	TWSV
28	TWET
29	TWNI
30	TRTY

31	TRON
32	TRTO
33	TRTH
34	TRFR
35	TRFV
36	TRSX
37	TRSV
38	TRET
39	TRNI
40	FRTY
41	FRON
42	FRTO
43	FRTH
44	FRFR
45	FRFV
46	FRSX
47	FRSV
48	FRET
49	FRNI
TREASURE CHEST SYMBOL	WIN\$
2X SYMBOL	DBL
5X SYMBOL	WINX5
10X SYMBOL	WINX10

E. Serial Number - A unique thirteen (13) digit number appearing under the latex scratch-off covering on the front of the Scratch Ticket. The Serial Number is for validation purposes and cannot be used to play the game. The format will be: 0000000000000.

F. Bar Code - A twenty-four (24) character interleaved two (2) of five (5) Bar Code which will include a four (4) digit game ID, the seven (7) digit Pack number, the three (3) digit Ticket number and the ten (10) digit Validation Number. The Bar Code appears on the back of the Scratch Ticket.

G. Game-Pack-Ticket Number - A fourteen (14) digit number consisting of the four (4) digit game number (2789), a seven (7) digit Pack number, and a three (3) digit Ticket number. Ticket numbers start with 001 and end with 020 within each Pack. The format will be: 2789-0000001-001.

H. Pack - A Pack of the "CASH EXPLOSION®" Scratch Ticket Game contains 020 Tickets, packed in plastic shrink-wrapping and fanfolded in pages of one (1). The back of Ticket 001 will be shown on the front of the Pack; the back of Ticket 020 will be revealed on the back of the Pack. All Packs will be tightly shrink-wrapped. There will be no breaks between the Tickets in a Pack.

I. Non-Winning Scratch Ticket - A Scratch Ticket which is not programmed to be a winning Scratch Ticket or a Scratch Ticket that does not meet all of the requirements of these Game Procedures, the State Lottery Act (Texas Government Code, Chapter 466), and applicable rules adopted by the Texas Lottery pursuant to the State Lottery Act and referenced in 16 TAC, Chapter 140.

J. Scratch Ticket Game, Scratch Ticket or Ticket - Texas Lottery "CASH EXPLOSION®" Scratch Ticket Game No. 2789.

2.0 Determination of Prize Winners. The determination of prize winners is subject to the general Scratch Ticket validation requirements set forth in Texas Lottery Rule 140.302, Scratch Ticket Game Rules, these Game Procedures, and the requirements set out on the back of each Scratch Ticket. A prize winner in the "CASH EXPLOSION®" Scratch Ticket Game is determined once the latex on the Scratch Ticket is scratched off to expose eighty-two (82) Play Symbols. BONUS PLAY INSTRUCTIONS: If the player reveals 2 matching Play Symbols in the same BONUS play area, the player wins the prize for that BONUS. GAME 1 PLAY INSTRUCTIONS: If the player reveals a "MONEY BAG" Play Symbol, the player wins the prize for that symbol instantly! GAME 2 PLAY INSTRUCTIONS: If the player matches any of the YOUR NUMBERS Play Symbols to any of the WINNING NUMBERS Play Symbols, the player wins the prize for that number. If the player reveals a "TREASURE CHEST" Play Symbol, the player wins the prize for that symbol instantly. If the player reveals a "2X" Play Symbol, the player wins DOUBLE the prize for that symbol. If the player reveals a "5X" Play Symbol, the player wins 5 TIMES the prize for that symbol. If the player reveals a "10X" Play Symbol, the player wins 10 TIMES the prize for that symbol. No portion of the Display Printing nor any extraneous matter whatsoever shall be usable or playable as a part of the Scratch Ticket.

2.1 Scratch Ticket Validation Requirements.

A. To be a valid Scratch Ticket, all of the following requirements must be met:

1. Exactly eighty-two (82) Play Symbols must appear under the Latex Overprint on the front portion of the Scratch Ticket;
2. Each of the Play Symbols must have a Play Symbol Caption underneath, unless specified, and each Play Symbol must agree with its Play Symbol Caption;
3. Each of the Play Symbols must be present in its entirety and be fully legible;
4. Each of the Play Symbols must be printed in black ink except for dual image games;
5. The Scratch Ticket shall be intact;
6. The Serial Number and Game-Pack-Ticket Number must be present in their entirety and be fully legible;
7. The Serial Number must correspond, using the Texas Lottery's codes, to the Play Symbols on the Scratch Ticket;
8. The Scratch Ticket must not have a hole punched through it, be mutilated, altered, unreadable, reconstituted or tampered with in any manner;
9. The Scratch Ticket must not be counterfeit in whole or in part;
10. The Scratch Ticket must have been issued by the Texas Lottery in an authorized manner;
11. The Scratch Ticket must not have been stolen, nor appear on any list of omitted Scratch Tickets or non-activated Scratch Tickets on file at the Texas Lottery;

12. The Play Symbols, Serial Number and Game-Pack-Ticket Number must be right side up and not reversed in any manner;

13. The Scratch Ticket must be complete and not miscut, and have exactly eighty-two (82) Play Symbols under the Latex Overprint on the front portion of the Scratch Ticket, exactly one Serial Number and exactly one Game-Pack-Ticket Number on the Scratch Ticket;

14. The Serial Number of an apparent winning Scratch Ticket shall correspond with the Texas Lottery's Serial Numbers for winning Scratch Tickets, and a Scratch Ticket with that Serial Number shall not have been paid previously;

15. The Scratch Ticket must not be blank or partially blank, misregistered, defective or printed or produced in error;

16. Each of the eighty-two (82) Play Symbols must be exactly one of those described in Section 1.2.C of these Game Procedures;

17. Each of the eighty-two (82) Play Symbols on the Scratch Ticket must be printed in the Symbol font and must correspond precisely to the artwork on file at the Texas Lottery; the Scratch Ticket Serial Numbers must be printed in the Serial font and must correspond precisely to the artwork on file at the Texas Lottery; and the Game-Pack-Ticket Number must be printed in the Game-Pack-Ticket Number font and must correspond precisely to the artwork on file at the Texas Lottery;

18. The Display Printing on the Scratch Ticket must be regular in every respect and correspond precisely to the artwork on file at the Texas Lottery; and

19. The Scratch Ticket must have been received by the Texas Lottery by applicable deadlines.

B. The Scratch Ticket must pass all additional validation tests provided for in these Game Procedures, the Texas Lottery's Rules governing the award of prizes of the amount to be validated, and any confidential validation and security tests of the Texas Lottery.

C. Any Scratch Ticket not passing all of the validation requirements is void and ineligible for any prize and shall not be paid. However, the Executive Director of the Texas Lottery ("Executive Director") may, solely at the Executive Director's discretion, refund the retail sales price of the Scratch Ticket. In the event a defective Scratch Ticket is purchased, the only responsibility or liability of the Texas Lottery shall be to replace the defective Scratch Ticket with another unplayed Scratch Ticket in that Scratch Ticket Game (or a Scratch Ticket of equivalent sales price from any other current Texas Lottery Scratch Ticket Game) or refund the retail sales price of the Scratch Ticket, solely at the Executive Director's discretion.

2.2 Programmed Game Parameters.

A. GENERAL: Consecutive Non-Winning Tickets within a Pack will not have matching patterns, in the same order, of either Play Symbols or Prize Symbols.

B. GENERAL: A Ticket can win as indicated by the prize structure.

C. GENERAL: A Ticket can win up to thirty-seven (37) times.

D. GENERAL: The "TREASURE CHEST" (WIN\$), "2X" (DBL), "5X" (WINX5) and "10X" (WINX10) Play Symbols will never appear in any of the three (3) BONUS play areas, or in the GAME 1 play area.

E. GENERAL: The "MONEY BAG" (WIN\$) Play Symbol will never appear in any of the three (3) BONUS play areas, or in the GAME 2 play area.

F. BONUS: A Ticket can win up to one (1) time in each of the three (3) BONUS play areas.

G. BONUS: Each BONUS play area will consist of two (2) Play Symbols and one (1) Prize Symbol.

H. BONUS: A Ticket will not have matching, non-winning Play Symbols or Prize Symbols across the three (3) BONUS play areas.

I. BONUS: A winning Ticket will have two (2) matching Play Symbols in the same BONUS play area.

J. BONUS: Non-winning Play Symbols in a BONUS play area will not be the same as winning Play Symbols from another BONUS play area.

K. BONUS: Non-winning Prize Symbols in a BONUS play area will not be the same as winning Prize Symbols from another BONUS play area.

L. BONUS: A non-winning BONUS play area will have two (2) different Play Symbols.

M. GAME 1: A Ticket can win up to four (4) times in the GAME 1 play area.

N. GAME 1: All non-winning Play Symbols will be different.

O. GAME 1: On all Tickets, a Prize Symbol will not appear more than one (1) time, except as required by the prize structure to create multiple wins.

P. GAME 1: Non-winning Prize Symbols will not match a winning Prize Symbol on a Ticket.

Q. GAME 1: The "MONEY BAG" (WIN\$) Play Symbol will win the prize for that symbol.

R. GAME 1: The "MONEY BAG" (WIN\$) Play Symbol will never appear on a Non-Winning Ticket.

S. GAME 2: A Ticket can win up to thirty (30) times in the GAME 2 play area.

T. GAME 2: All non-winning YOUR NUMBERS Play Symbols will be different.

U. GAME 2: Non-winning Prize Symbols will not match a winning Prize Symbol on a Ticket.

V. GAME 2: All WINNING NUMBERS Play Symbols will be different.

W. GAME 2: Tickets winning more than one (1) time will use as many WINNING NUMBERS Play Symbols as possible to create matches, unless restricted by other parameters, play action or prize structure.

X. GAME 2: On all Tickets, a Prize Symbol will not appear more than five (5) times, except as required by the prize structure to create multiple wins.

Y. GAME 2: On Non-Winning Tickets, a YOUR NUMBERS Play Symbol will never match a WINNING NUMBERS Play Symbol.

Z. GAME 2: On winning and Non-Winning Tickets, the top cash prizes of \$1,000, \$5,000 and \$1,000,000 will each appear at least one (1) time, except on Tickets winning thirty-seven (37) times and with respect to other parameters, play action or prize structure.

AA. GAME 2: On Tickets winning with the "TREASURE CHEST" (WIN\$) Play Symbol, the YOUR NUMBERS Play Symbols will not match any of the WINNING NUMBERS Play Symbols.

BB. GAME 2: The "TREASURE CHEST" (WIN\$) Play Symbol will win the prize for that Play Symbol.

CC. GAME 2: The "TREASURE CHEST" (WIN\$) Play Symbol will never appear more than one (1) time on a Ticket.

DD. GAME 2: The "TREASURE CHEST" (WIN\$) Play Symbol will never appear on a Non-Winning Ticket.

EE. GAME 2: The "TREASURE CHEST" (WIN\$) Play Symbol will never appear as a WINNING NUMBERS Play Symbol.

FF. GAME 2: The "2X" (DBL) Play Symbol will never appear as a WINNING NUMBERS Play Symbol.

GG. GAME 2: The "2X" (DBL) Play Symbol will never appear on a Non-Winning Ticket.

HH. GAME 2: The "2X" (DBL) Play Symbol will win DOUBLE the prize for that Play Symbol and will win as per the prize structure.

II. GAME 2: The "2X" (DBL) Play Symbol will never appear more than one (1) time on a Ticket.

JJ. GAME 2: The "5X" (WINX5) Play Symbol will never appear as a WINNING NUMBERS Play Symbol.

KK. GAME 2: The "5X" (WINX5) Play Symbol will never appear on a Non-Winning Ticket.

LL. GAME 2: The "5X" (WINX5) Play Symbol will win 5 TIMES the prize for that Play Symbol and will win as per the prize structure.

MM. GAME 2: The "5X" (WINX5) Play Symbol will never appear more than one (1) time on a Ticket.

NN. GAME 2: The "10X" (WINX10) Play Symbol will never appear as a WINNING NUMBERS Play Symbol.

OO. GAME 2: The "10X" (WINX10) Play Symbol will never appear on a Non-Winning Ticket.

PP. GAME 2: The "10X" (WINX10) Play Symbol will win 10 TIMES the prize for that Play Symbol and will win as per the prize structure.

QQ. GAME 2: The "10X" (WINX10) Play Symbol will never appear more than one (1) time on a Ticket.

RR. GAME 2: The "TREASURE CHEST" (WIN\$), "2X" (DBL), "5X" (WINX5) and "10X" (WINX10) Play Symbols will never appear on the same Ticket.

2.3 Procedure for Claiming Prizes.

A. To claim a "CASH EXPLOSION®" Scratch Ticket Game prize of \$50.00, \$100, \$200, \$300 or \$500, a claimant shall sign the back of the Scratch Ticket in the space designated on the Scratch Ticket and may present the winning Scratch Ticket to any Texas Lottery Retailer. The Texas Lottery Retailer shall verify the claim and, if valid, and upon presentation of proper identification, if appropriate, make payment of the amount due the claimant and physically void the Scratch Ticket; provided that the Texas Lottery Retailer may, but is not required, to pay a \$50.00, \$100, \$200, \$300 or \$500 Scratch Ticket Game. In the event the Texas Lottery Retailer cannot verify the claim, the Texas Lottery Retailer shall provide the claimant with a claim form and instruct the claimant on how to file a claim with the Texas Lottery. If the claim is validated by the Texas Lottery, a check shall be forwarded to the claimant in the amount due. In the event the claim is not validated, the claim shall be denied, and the claimant shall be notified promptly. A claimant may also claim any of the above prizes under the procedure described in Section 2.3.B and Section 2.3.C of these Game Procedures.

B. To claim a "CASH EXPLOSION®" Scratch Ticket Game prize of \$1,000, \$5,000 or \$1,000,000, the claimant must sign the winning Scratch Ticket and may present it at one of the Texas Lottery's Claim Centers. If the claim is validated by the Texas Lottery, payment will be made to the bearer of the validated winning Scratch Ticket for that prize upon presentation of proper identification. When paying a prize of \$600 or more, the Texas Lottery shall file the appropriate income

reporting form with the Internal Revenue Service (IRS) and shall withhold federal income tax at a rate set by the IRS if required. In the event that the claim is not validated by the Texas Lottery, the claim shall be denied, and the claimant shall be notified promptly.

C. As an alternative method of claiming a "CASH EXPLOSION®" Scratch Ticket Game prize, the claimant may submit the signed winning Scratch Ticket and a thoroughly completed claim form via mail. If a prize value is \$1,000,000 or more, the claimant must also provide proof of Social Security number or Taxpayer Identification (for U.S. Citizens or Resident Aliens). Mail all to: Texas Lottery, P.O. Box 16600, Austin, Texas 78761-6600. The Texas Lottery is not responsible for Scratch Tickets lost in the mail. In the event that the claim is not validated by the Texas Lottery, the claim shall be denied, and the claimant shall be notified promptly.

D. Prior to payment by the Texas Lottery of any prize, the Texas Lottery shall deduct the amount of a delinquent tax or other money from the winnings of a prize winner who has been finally determined to be:

1. delinquent in the payment of a tax or other money to a state agency and that delinquency is reported to the Comptroller under Government Code §403.055;
2. in default on a loan made under Chapter 52, Education Code;
3. in default on a loan guaranteed under Chapter 57, Education Code; or
4. delinquent in child support payments in the amount determined by a court or a Title IV-D agency under Chapter 231, Family Code.

E. If a person is indebted or owes delinquent taxes to the State, other than those specified in the preceding paragraph, the winnings of a person shall be withheld until the debt or taxes are paid.

2.4 Allowance for Delay of Payment. The Texas Lottery may delay payment of the prize pending a final determination by the Executive Director, under any of the following circumstances:

- A. if a dispute occurs, or it appears likely that a dispute may occur, regarding the prize;
- B. if there is any question regarding the identity of the claimant;
- C. if there is any question regarding the validity of the Scratch Ticket presented for payment; or
- D. if the claim is subject to any deduction from the payment otherwise due, as described in Section 2.3.D of these Game Procedures. No liability for interest for any delay shall accrue to the benefit of the claimant pending payment of the claim.

2.5 Payment of Prizes to Persons Under 18. If a person under the age of 18 years is entitled to a cash prize under \$600 from the "CASH

EXPLOSION®" Scratch Ticket Game, the Texas Lottery shall deliver to an adult member of the minor's family or the minor's guardian a check or warrant in the amount of the prize payable to the order of the minor.

2.6 If a person under the age of 18 years is entitled to a cash prize of \$600 or more from the "CASH EXPLOSION®" Scratch Ticket Game, the Texas Lottery shall deposit the amount of the prize in a custodial bank account, with an adult member of the minor's family or the minor's guardian serving as custodian for the minor.

2.7 Scratch Ticket Claim Period. All Scratch Ticket prizes must be claimed within 180 days following the end of the Scratch Ticket Game or within the applicable time period for certain eligible military personnel as set forth in Texas Government Code §466.408. Any rights to a prize that is not claimed within that period, and in the manner specified in these Game Procedures and on the back of each Scratch Ticket, shall be forfeited.

2.8 Disclaimer. The number of prizes in a game is approximate based on the number of Scratch Tickets ordered. The number of actual prizes available in a game may vary based on number of Scratch Tickets manufactured, testing, distribution, sales and number of prizes claimed. A Scratch Ticket Game may continue to be sold even when all the top prizes have been claimed.

3.0 Scratch Ticket Ownership.

A. Until such time as a signature is placed upon the back portion of a Scratch Ticket in the space designated, a Scratch Ticket shall be owned by the physical possessor of said Scratch Ticket. When a signature is placed on the back of the Scratch Ticket in the space designated, the player whose signature appears in that area shall be the owner of the Scratch Ticket and shall be entitled to any prize attributable thereto. Notwithstanding any name or names submitted on a claim form, the Executive Director shall make payment to the player whose signature appears on the back of the Scratch Ticket in the space designated. If more than one name appears on the back of the Scratch Ticket, the Executive Director will require that one of those players whose name appears thereon be designated by such players to receive payment.

B. The Texas Lottery shall not be responsible for lost or stolen Scratch Tickets and shall not be required to pay on a lost or stolen Scratch Ticket.

4.0 Number and Value of Scratch Prizes. There will be approximately 5,040,000 Scratch Tickets in Scratch Ticket Game No. 2789. The approximate number and value of prizes in the game are as follows:

Figure 2: GAME NO. 2789 - 4.0

Prize Amount	Approximate Number of Winners*	Approximate Odds are 1 in **
\$50.00	504,000	10.00
\$100	567,000	8.89
\$200	252,000	20.00
\$300	72,240	69.77
\$500	63,168	79.79
\$1,000	500	10,080.00
\$5,000	100	50,400.00
\$1,000,000	10	504,000.00

*The number of prizes in a game is approximate based on the number of tickets ordered. The number of actual prizes available in a game may vary based on number of tickets manufactured, testing, distribution, sales and number of prizes claimed.

**The overall odds of winning a prize are 1 in 3.45. The individual odds of winning for a particular prize level may vary based on sales, distribution, testing, and number of prizes claimed.

A. The actual number of Scratch Tickets in the game may be increased or decreased at the sole discretion of the Texas Lottery.

5.0 End of the Scratch Ticket Game. The Executive Director may, at any time, announce a closing date (end date) for the Scratch Ticket Game No. 2789 without advance notice, at which point no further Scratch Tickets in that game may be sold. The determination of the closing date and reasons for closing will be made in accordance with the Scratch Ticket closing procedures and the Scratch Ticket Game Rules. See 16 TAC §140.302(j).

6.0 Governing Law. In purchasing a Scratch Ticket, the player agrees to comply with, and abide by, these Game Procedures for Scratch Ticket Game No. 2789, the State Lottery Act (Texas Government Code, Chapter 466), applicable rules adopted by the Texas Lottery pursuant to the State Lottery Act and referenced in 16 TAC, Chapter 140, and all final decisions of the Executive Director.

TRD-202603974
Deanne Rienstra
General Counsel
Texas Department of Licensing and Regulation
Filed: September 14, 2026

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North Central Texas Council of Governments

Request for Proposals for 2026 Vehicle Procurement

The North Central Texas Council of Governments (NCTCOG) serves as the designated recipient of Federal Transit Administration (FTA)

Program funds for the Dallas-Fort Worth-Arlington and the Denton-Lewisville Urbanized Areas. NCTCOG has been awarded Section 5307 Urbanized Area Formula funds for Fiscal Years 2024 and 2025, and Section 5339 Bus and Bus Facilities Formula funds for Fiscal Years 2023, 2024, and 2025 for the support of transit operations. NCTCOG is requesting written proposals from qualified vendors(s) to design, manufacture, and deliver 25-36 Americans with Disabilities Act (ADA) accessible, Light-Duty Cutaway Transit Vehicles to support urban transportation services.

NCTCOG will be releasing the Request for Proposals (RFP) on **Friday, September 25, 2026**, in the Bidnet Direct System and will accept submissions through the Bidnet Direct System only. The Bidnet Direct submittal will count as the official submittal. Proposals must be submitted in Bidnet Direct no later than **5:00 p.m., Central Time, on Friday, October 23, 2026**. Proposals received after that time will not be accepted.

NCTCOG does not discriminate on the basis of age, race, color, religion, sex, national origin, or disability.

TRD-202603981
Monte Mercer
Deputy Executive Director
North Central Texas Council of Governments
Filed: September 14, 2026

◆ ◆ ◆
Request for Proposals for In-Plant Bus Inspection Service

The North Central Texas Council of Governments (NCTCOG) serves as the designated recipient of Federal Transit Administration (FTA) Program funds for the Dallas-Fort Worth-Arlington and the Denton-Lewisville Urbanized Areas. NCTCOG has been awarded Section 5307 Urbanized Area Formula funds for Fiscal Years 2024 and 2025, and Section 5339 Bus and Bus Facilities Formula funds for Fiscal Years 2023, 2024, and 2025 for the support of transit operations. NCTCOG is requesting written proposals from qualified vendors(s) to provide in-plant inspection service in Elkhart, Indiana for 25-36 Light-Duty Cutaway Transit Vehicles.

NCTCOG will be releasing the Request for Proposals (RFP) on **Friday, September 25, 2026**, in the Bidnet Direct System and will accept submissions through the Bidnet Direct System only. The Bidnet Direct submittal will count as the official submittal. Proposals must be submitted in Bidnet Direct no later than **5:00 p.m., Central Time, on Friday, October 23, 2026**. Proposals received after that time will not be accepted.

NCTCOG does not discriminate on the basis of age, race, color, religion, sex, national origin, or disability.

TRD-202603980

Monte Mercer

Deputy Executive Director

North Central Texas Council of Governments

Filed: September 14, 2026



Texas Parks and Wildlife Department

Notice of a Public Comment Hearing on an Application for a Sand and Gravel Permit

Magellan Pipeline, L.P. has applied to the Texas Parks and Wildlife Department (TPWD) for a General Permit pursuant to Texas Parks and Wildlife Code, Chapter 86, to remove or disturb approximately 165.52 cubic yards of sedimentary material within South Bear Creek in Parker

County. The purpose is stabilization and armoring of an existing active pipeline. The location is 0.57 miles upstream from Goforth Rd and 2.31 miles downstream from Highway 377, latitude/longitude 32.580708, -97.573829. This notice is being published and mailed pursuant to 31 TAC §69.105(d).

TPWD will hold a public comment hearing regarding the application at 11:00 a.m. on October 23, 2026 at TPWD headquarters, located at 4200 Smith School Road, Austin, Texas 78744. A remote participation option will be available upon request. Potential attendees should contact Sue Reilly at (512) 389-8622 or at sue.reilly@tpwd.texas.gov for information on how to participate in the hearing remotely. The hearing is not a contested case hearing under the Texas Administrative Procedure Act. Oral and written public comment will be accepted during the hearing.

Written comments may be submitted directly to TPWD and must be received no later than 30 days after the date of publication of this notice in the *Texas Register*. A written request for a contested case hearing from an applicant or a person with a justiciable interest may also be submitted and must be received by TPWD prior to the close of the public comment period. Timely hearing requests shall be referred to the State Office of Administrative Hearings. Submit written comments, questions, requests to review the application, or requests for a contested case hearing to: TPWD Sand and Gravel Program by mail: Attn: Sue Reilly, Texas Parks and Wildlife Department, Inland Fisheries Division, 4200 Smith School Road, Austin, Texas 78744; or via e-mail: sand.gravel@tpwd.texas.gov.

TRD-202603987

James Murphy

General Counsel

Texas Parks and Wildlife Department

Filed: September 15, 2026

